ALABAMA DEPARTMENT OF HUMAN RESOURCES

REQUEST FOR PROPOSALS

PROCUREMENT INFORMATION	
RFP Number: *2016-100-04*	**RFP Title:** *Rehab Intervention Service Enrichment (RISE)*
Proposal Due Date and Time: *Tuesday, April 26, 2016* **12:00 p.m., Central Time**	**Number of Pages: 32**
Procurement Officer: **Vicki Cooper-Robinson, Procurement Manager** **Phone: (334) 353-2471** **E-mail Address: vicki.robinson@dhr.alabama.gov** **Website: http://www.dhr.alabama.gov**	**Issue Date:** *Monday, March 28, 2016* **Issuing Division:** *Family Services*

INSTRUCTIONS TO VENDORS	
Submit Proposal to: **Starr Stewart, Director** **Office of Procurement** **Alabama Department of Human Resources** **Gordon Persons Building, Room 2153** **50 Ripley Street** **Montgomery, AL 36130-4000**	**Label Envelope/Package:** **RFP Title/Number:** *RFP# 2016-100-04* **Proposal Due Date:** *Tuesday, April 26, 2016* **Special Instructions:**

VENDOR INFORMATION (Fill in the information fields below and return this form with RFP response)	
Vendor Name/Address: **DUNS NUMBER: _____**	**Authorized Vendor Signatory:** **(Please print name and sign in ink)**
Vendor Phone Number: ( )	**Vendor FAX Number: ( )**
Vendor Federal I.D. Number:	**Vendor E-mail Address:**
Indicate whether this proposal is an original or a copy. ☐ **Original** ☐ **Copy**	
Total number of proposal pages: _____	
Trade Secret Declarations: (reference section/page(s) of trade secret declarations)	

TABLE OF CONTENTS

TABLE OF CONTENTS 2
VENDOR'S RFP CHECKLIST 5
SCHEDULE OF EVENTS 6
SECTION 1: PROJECT OVERVIEW AND INSTRUCTIONS 7
1.0 PROJECT OVERVIEW 7
1.1 ELIGIBLE ENTITIES 7
1.2 REQUIRED LICENSURE/CERTIFICATION/CREDENTIAL 7
1.3 CONTRACT TERM 7
1.4 POINT OF CONTACT 7
1.5 REQUIRED REVIEW 8
1.5.1 REVIEW RFP 8
1.5.2 VENDOR'S QUESTIONS 8
1.5.3 DEPARTMENT'S RESPONSES 8
1.6 MANDATORY REQUIREMENTS 8
1.6.1 DEADLINE FOR RECEIPT OF PROPOSALS 8
1.6.2 LEGAL STATUS LETTER OR TAXPAYER IDENTIFICATION VERIFICATION 9
1.6.3 DISCLOSURE STATEMENT 9
1.6.4 CERTIFICATE OF COMPLIANCE 9
1.6.5 E-VERIFY DOCUMENTATION 9
1.6.6 AUTHORIZED VENDOR SIGNATORY 9
1.6.7 DUNS NUMBER 9
1.6.8 VERIFICATION OF REGISRATION WITH THE SECRETARY OF STATE 9
1.7 GENERAL REQUIREMENTS 9
1.7.1 ACCEPTANCE OF STANDARD TERMS AND CONDITIONS 9
1.7.2 UNDERSTANDING OF SPECIFICATIONS AND REQUIREMENTS 9
1.7.3 PRIMARY VENDOR/SUBCONTRACTORS 10
1.7.4 VENDOR'S SIGNATURE 10
1.8 SUBMITTING A PROPOSAL 10
1.8.1 REQUIRED COPIES AND DEADLINE FOR RECEIPT OF PROPOSALS 10
1.8.2 FAILURE TO COMPLY WITH INSTRUCTIONS 10
1.8.3 COST PROPOSAL FORMS 10
1.8.4 TIMELY SUBMITTED PROPOSALS 11
1.8.5 LATE PROPOSALS 11
SECTION 2: STANDARD INFORMATION 12
2.0 AUTHORITY 12
2.1 VENDOR COMPETITION 12
2.2 NONDISCRIMINATION 12
2.3 CERTIFICATE OF COMPLIANCE AND E-VERIFY 12
2.4 DUNS NUMBER 12
2.5 PROPOSAL EFFECTIVE PERIOD 13
2.6 TRADE SECRETS 13
2.7 PRE-SCREENING AND EVALUATION OF PROPOSALS 13
2.7.1 PRE-SCREENING 13
2.7.2 EVALUATION OF PROPOSALS 13
2.8 DISCUSSION/NEGOTIATION AND/OR ORAL PRESENTATION/PRODUCT DEMONSTRATION 13

2.9 BEST AND FINAL OFFER 14
2.10 PUBLIC REQUESTS FOR INFORMATION 14
2.11 COST OF PREPARING A PROPOSAL 14
2.12 DEPARTMENT'S RIGHTS RESERVED 14
2.12.1 PRE-SELECTION DISCRETION 14
2.12.2 POST-SELECTION DISCRETION 14
2.12.3 WAIVERS 14
2.12.4 NEGOTIATIONS 14
2.12.5 ADOPTION OF IDEAS 14
2.12.6 ORAL PRESENTATIONS 15
2.12.7 AMENDMENTS 15
2.12.8 NO GUARANTEE OF CONTRACT 15
2.12.9 RIGHT TO INVESTIGATE AND REJECT 15
2.12.10 DISCLAIMER 15
SECTION 3: SCOPE OF PROJECT 16
SECTION 4: PROPOSAL FORMAT AND INSTRUCTIONS 20
4.0 PROPOSAL REQUIREMENTS 20
4.1 COMPLETENESS OF PROPOSALS 20
4.2 PROPOSAL FORMAT 20
4.2.1 COVER SHEET 20
4.2.2 TABLE OF CONTENTS 20
4.2.3 LEGAL STATUS FORM/CP575 OR TAXPAYER IDENTIFICATION NUMBER 20
4.2.4 LICENSES/CERTIFICATES/CREDENTIALS (OPTIONAL) 21
4.2.5 TECHNICAL PROPOSAL 21
4.2.5.1 VENDOR QUALIFYING INFORMATION 21
4.2.5.1.1 VENDOR PROFILE AND EXPERIENCE 21
4.2.5.1.2 PAST AND PRESENT CONTRACTUAL RELATIONSHIPS WITH THE DEPARTMENT 21
4.2.5.1.3 CONTRACT PERFORMANCE 21
4.2.5.1.4 PROJECT STAFF/RESUMES/JOB DESCRIPTIONS 22
4.2.5.1.5 STAFF PERFORMANCE EVALUATIONS AND TRAINING 22
4.2.5.1.6 BACKGROUND CHECKS 22
4.2.5.2 VENDOR FINANCIAL STABILITY 22
4.2.5.3 METHOD OF PROVIDING SERVICES 22
4.2.5.3.1 SERVICE DELIVERY APPROACH 22
4.2.5.3.2 START-UP PLAN 22
4.2.5.3.3 ASSESSMENT OF BENEFITS AND IMPACT 22
4.2.5.3.4 OFFICE LOCATION 23
4.2.5.4 VENDOR CERTIFICATIONS 23
4.2.5.4.1 REVOLVING DOOR POLICY 23
4.2.5.4.2 DEBARMENT 23
4.2.5.4.3 STANDARD CONTRACT 23
4.2.5.4.4 CHARITABLE CHOICE (APPLIES TO FAITH-BASED ORGANIZATIONS ONLY). 23
4.2.5.4.5 FINANCIAL ACCOUNTING 23
4.2.5.4.6 VENDOR WORK PRODUCT 24
4.2.5.5 ATTACHMENTS 24
4.2.5.5.1. DISCLOSURE STATEMENT 24
4.2.5.5.2 TRADE SECRET AFFIDAVIT 24
4.2.5.5.3 CERTIFICATE OF COMPLIANCE 24
4.2.5.5.4 E-VERIFY DOCUMENTATION 24

4.2.5.5.5 VERIFICATION OF REGISTRATION WITH THE SECRETARY OF STATE..... 24
SECTION 5: COST PROPOSAL..... 25
5.0 COST PROPOSAL..... 25
SECTION 6: EVALUATION CRITERIA..... 26
6.0 EVALUATION CRITERIA..... 26
APPENDIX A: STANDARD TERMS AND CONDITIONS..... 27
APPENDIX B: TAXPAYER IDENTIFICATION NUMBER FORM..... 29
APPENDIX C: TRADE SECRET AFFIDAVIT..... 30
APPENDIX D: CERTIFICATE OF COMPLIANCE..... 31
APPENDIX E: COST PROPOSAL..... 32

VENDOR'S RFP CHECKLIST

1. _____ **Read the *entire* document.** Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; licensing requirements; contractual requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).

2. _____ **Note the procurement officer's name, address, phone numbers and e-mail address.** This is the only person you are allowed to communicate with regarding the RFP.

3. _____ **Attend the pre-proposal conference** if one is offered. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the Department of any ambiguities, inconsistencies, or errors in the RFP.

4. _____ **Take advantage of the "question and answer" period.** Submit your questions to the procurement officer by the due date listed in the Schedule of Events and view the answers given in the formal "addenda" issued for the RFP. All addenda issued for an RFP are posted on the Department's website at www.dhr.alabama.gov and will include all questions asked and responses concerning the RFP.

5. _____ **Follow the format required in the RFP** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.

6. _____ **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don't assume the Department or evaluation committee will know what your company's capabilities are or what items/services you can provide, even if you have previously contracted with the Department. The proposals are evaluated based solely on the information and materials provided in your response.

7. _____ **Use the forms provided**, i.e., cover page, budget forms, certification forms, etc.

8. _____ **Check the Department's website for RFP addenda.** It is the vendor's responsibility to check the Department's website at www.dhr.alabama.gov for any addenda issued for this RFP, no further notification will be provided.

9. _____ **Review and read the RFP document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. The copies are provided to the evaluation committee members and will be used to score your response.

10. _____ **Submit your response on time.** Note all the dates and times listed in the Schedule of Events and within the document, and submit all required items on time. Late proposal responses are ***never*** accepted.

This checklist is provided for assistance only and should not be submitted with Vendor's response.

SCHEDULE OF EVENTS

The following RFP Schedule of Events represents the Department's best estimate of the schedule that will be followed. Unless otherwise specified, the time of day for the following events shall be between 9:00 a.m. and 12:00 p.m., Central Time. The Department reserves the right, at its sole discretion, to adjust this schedule, as it deems necessary. Notification of any adjustment to the Schedule of Events shall be posted on the Department's website at www.dhr.alabama.gov as detailed in Section 1.5.3 of this RFP. ***Vendors should refer to the website periodically for changes to the RFP.***

EVENT	DATE
RFP Issue Date	**March 28, 2016**
Deadline for Receipt of Written Questions	**April 04, 2016**
Deadline for Posting of Written Responses to Questions	**April 11, 2016**
Proposal Due Date	**April 26, 2016**
Evaluation of Proposals and Selection of Vendors	**May 03-06, 2016**
Intended Date for Notice of Intent to Award a Contract	**May 13, 2016**

SECTION 1: PROJECT OVERVIEW AND INSTRUCTIONS

1.0 PROJECT OVERVIEW

The ALABAMA DEPARTMENT OF HUMAN RESOURCES, (hereinafter referred to as "the Department") seeks a qualified vendor(s) to provide up to forty (40) slots of ***Rehab Intervention Service Enrichment (RISE)*** services to children in the Department's custody/planning responsibility. *RISE* is for children with a DSM-V diagnosis within the range of 290-316 and they have the mental and physical functional capacity to participate in the services. These children must have denials from or have been previously served without success in an intensive residential facility, or are currently being served out of state. Children must be in a facility that is attached to an acute child/adolescent psychiatric unit or have direct access to an acute child/adolescent psychiatric unit due to their severe issues and the need for monitoring and adjustment of medications. Eligible vendors must be fully accredited members of the Joint Commission (formally known as Joint Commission on Accreditation of Healthcare Organizations) for at least the last 3 years. Proposed facilities must be located in Alabama. A more complete description of the services sought for this project is provided in Section 3, Scope of Project. Proposals submitted in response to this solicitation must comply with the instructions and procedures contained herein.

1.1 ELIGIBLE ENTITIES

Eligible entities may include governmental agencies, faith-based organizations, non-governmental public or private organizations and individuals who: 1) are legally authorized to conduct business within the State of Alabama; 2) possess a high degree of professional skill in the area of service described in this document; 3) possess the skills needed to perform the services described in this RFP; and, 4) meet the terms and conditions of the RFP. In addition, applicants must demonstrate the ability to manage Department funds in accordance with Federal and State regulations and guidelines.

1.2 REQUIRED LICENSURE/CERTIFICATION/CREDENTIAL

Vendors must be a facility fully accredited by the Joint Commission and licensed by DHR to operate a Child Care Facility through twenty-one (21) years of age and must complete the Certificate of Need on emergency placements. Unlicensed Vendors must submit a completed application for a residential child care facility licensure to DHR no later than 12:00 p.m. (CST) ***Tuesday, April 26, 2016***. All applications for licensure by DHR must be submitted to:

Gloria Holloway, Resource Management Division/Office of Licensing
Alabama Department of Human Resources
Gordon Persons Building
50 Ripley Street, Room 2153
Montgomery, AL 36130-4000

1.3 CONTRACT TERM

The initial contract term is for a period of **two (2)** years beginning *July 01, 2016* and ending *June 30, 2018.* Renewals of the contract, as agreed upon by both parties, may be made at **one (1)** year intervals, or any interval that is advantageous to the Department, not to exceed a total of **three (3)** years, at the option of the Department. ***The selected vendor(s) must be fully operational on Friday, July 01, 2016.***

1.4 POINT OF CONTACT

From the date this Request for Proposal (RFP) is issued until the vendor selection is announced, all communication must be directed to the procurement officer in charge of this solicitation. **Vendors must not communicate with any Department staff or officials regarding this procurement with the exception of the**

procurement officer. Any unauthorized contact will disqualify the vendor from further consideration. Contact information for the point of contact is as follows:

Vicki Cooper-Robinson, Procurement Manager
Office of Procurement
Alabama Department of Human Resources
Gordon Persons Building, Room 2153
50 Ripley Street
Montgomery, AL 36130-4000
Telephone Number: (334) 353-2471
E-mail Address: vicki.robinson@dhr.alabama.gov

1.5 REQUIRED REVIEW

1.5.1 REVIEW RFP

Vendors should carefully review the instructions, mandatory and general requirements, project specifications, and the standard terms and conditions in this RFP. After a thorough review of the RFP, if the vendor identifies any ambiguity, inconsistency, unduly restrictive specifications, or error, promptly notify the procurement officer identified above in writing, via e-mail or courier by the deadline for receipt of questions as stated in the Schedule of Events.

1.5.2 VENDOR'S QUESTIONS

Vendors with questions or requiring clarification regarding any section of this RFP must reference the RFP by title and number and submit written questions via e-mail or courier to the procurement officer referenced above by 3:00 p.m. (CST) ***Monday, April 04, 2016***. Each question must reference the section, page, and item in question. Vendors must submit all questions posed in a single email message to the procurement officer. Questions received after the deadline will not be considered.

1.5.3 DEPARTMENT'S RESPONSES

The Department will provide an official written answer by ***Monday, April 11, 2016*** to all questions received by the deadline on *April 04, 2016*. The Department's response will either provide clarification of the applicable issue or be in the form of a correction to this RFP. Vendor questions and the Department's responses, as well as any formal written addendum will be posted on the Department's website at www.dhr.alabama.gov by the close of business on the date listed.

1.6 MANDATORY REQUIREMENTS

Vendors are expected to respond to all of the requirements described in this document. The Department will determine whether a vendor's proposal meets the terms of the requirements. Proposals that do not meet all requirements listed in this RFP may be subject to point reductions during the evaluation process or may be deemed non-responsive. Proposals that do not meet the requirements 1.6.1 through 1.6.6 will be deemed non-responsive and no other consideration will be given. **DO NOT ALTER ANY OF THE FORMS LISTED BELOW OR OTHERWISE INCLUDED/REQUIRED IN THIS DOCUMENT.**

1.6.1 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must adhere to the format requirements and must be received by the deadline for receipt of proposals as specified in the Schedule of Events and Section 1.8.1 *Required Copies and Deadline for Receipt of Proposals.*

1.6.2 LEGAL STATUS LETTER OR TAXPAYER IDENTIFICATION VERIFICATION

Vendors must include a legible copy of their taxpayer identification letter from the Internal Revenue Service. If the legal status letter is not available, a completed and signed copy of the **"Request for Taxpayer Identification Number"** form *(Appendix B)* must be included.

1.6.3 DISCLOSURE STATEMENT

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of $5,000. Disclosure Statements are available for completion on the Attorney General's web site at www.ago.alabama.gov under *Publications and Forms*. Vendors may also click on the following links for a copy of the Disclosure Statement: (online fill-in) http://www.ago.alabama.gov/File-AL-Vendor-Disclosure-Statement when connected to the internet. Vendors must include a completed copy of the Disclosure Statement in their proposals.

1.6.4 CERTIFICATE OF COMPLIANCE

Vendors must submit a completed, signed copy of the certificate of compliance (*Appendix D*) with their proposals.

1.6.5 E-VERIFY DOCUMENTATION

Vendors must submit e-verify registration documentation with their proposals.

1.6.6 AUTHORIZED VENDOR SIGNATORY

Vendors must provide an original proposal using the format described, with an original signature of person(s) legally authorized to bind the applicant to the proposal.

1.6.7 DUNS NUMBER

Vendors must include their Dun & Bradstreet, or D-U-N-S, Number, a unique nine-digit identification number for each physical location of your business.

1.6.8 VERIFICATION OF REGISRATION WITH THE SECRETARY OF STATE

Vendors must include a copy of the verification from the Secretary of State of approval to conduct business in the State of Alabama.

1.7 GENERAL REQUIREMENTS

1.7.1 ACCEPTANCE OF STANDARD TERMS AND CONDITIONS

By submitting a response to this RFP, vendors agree to acceptance of the standard terms and conditions of this RFP. Requests for additions or exceptions to the standard terms and conditions including any necessary licenses, or any added provisions must be submitted to the procurement officer by the due date for receipt of written questions and must be accompanied by an explanation of why the exception is being sought and what specific effect it will have on the vendor's ability to respond to the RFP or perform the contract.

Note: *The Department reserves the right to not enter into a new contract with a current vendor who is under a corrective action plan until all corrective requirements have been met.*

1.7.2 UNDERSTANDING OF SPECIFICATIONS AND REQUIREMENTS

By submitting a response to this RFP, vendors agree to an understanding of and compliance with the specifications and requirements described in this RFP.

1.7.3 PRIMARY VENDOR/SUBCONTRACTORS

The primary vendor if a contract is awarded shall be responsible, in total, for all work of any subcontractors. All subcontractors, if any, must be listed in the proposal. The vendor shall not assign, transfer or subcontract any portion of the contract without the written consent of the Department. The vendor shall be responsible to the Department for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the vendor. Any awards made as a result of this document will create a contractual relationship between the vendor and the Department, not the subcontractor.

1.7.4 VENDOR'S SIGNATURE

An individual authorized to legally bind the organization submitting the proposal must sign the original proposal in ink. The vendor's signature on a proposal in response to this RFP guarantees that the offer has been established without collusion that would preclude the Department from obtaining the best possible service for the best possible price.

1.8 SUBMITTING A PROPOSAL

1.8.1 REQUIRED COPIES AND DEADLINE FOR RECEIPT OF PROPOSALS

Vendors must submit **one (1)** original proposal, **seven (7)** copies and **one (1)** electronic (PDF preferred) copy on CD or DVD clearly labeled with the Vendor's name and the RFP title and number to:

Starr Stewart, Director
Office of Procurement
Alabama Department of Human Resources
Gordon Persons Building, Room 2153
50 Ripley Street
Montgomery, AL 36130-4000

Proposals must subscribe to the section/subsection headings and numbering format (i.e., **4.2.5.1 Vendor Qualifying Information**) as specified in *Section 4 Proposal Format and Instructions.* Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the ***RFP# 2016-100-04 Rehab Intervention Service Enrichment (RISE)***. ***Proposals must be received at the receptionist's desk of the Resource Development-Office of Procurement by 12:00 p.m., local time, Tuesday, April 26, 2016.*** Two business (Monday-Friday) days prior to the due date, proposals may be hand delivered between the hours of 9:00 a.m. -12:00 p.m. (with the exception of state and federal holidays). Faxed and electronically submitted responses to requests for proposals are NOT accepted.

1.8.2 FAILURE TO COMPLY WITH INSTRUCTIONS

Vendors failing to comply with these instructions may be deemed non-responsive or subject to point deductions. The Department may also choose to not evaluate, and disqualify from further consideration any proposals that do not follow the format described in Section 4: *Proposal Format and Instructions,* are difficult to understand or read, or are missing any requested information.

1.8.3 COST PROPOSAL FORMS

Vendors ***must*** respond to this RFP by utilizing the cost proposal forms found in *Appendix E*. These forms will be used as the primary representation of each Vendor's cost, and will be used extensively during proposal evaluations. Additional information should be included as necessary to explain in detail the Vendor's cost.

1.8.4 TIMELY SUBMITTED PROPOSALS

All timely submitted proposals and materials received in response to this RFP become the property of the Department and will be incorporated into any formal documentation and/or contract resulting from this RFP between the Department and the Vendor.

1.8.5 LATE PROPOSALS

Regardless of the cause, late proposals will not be accepted and will automatically be disqualified from further consideration. It shall be the Vendor's sole risk to assure delivery at the receptionist's desk at the designated office by the designated time. Late proposals will not be opened and may be returned to the Vendor at the expense of the Vendor or destroyed if requested.

SECTION 2: STANDARD INFORMATION

2.0 AUTHORITY

This RFP is issued under the authority of Section 41-16-72 of the Alabama Code (Act 2001-956, 2001 3rd Sp. Sess., p 817, §1.). Any awards resulting from this RFP will be made based on stated evaluation criteria. The weight assigned to each criterion denotes the relative importance of that criterion. No criteria, other than that identified in this RFP, will be used.

2.1 VENDOR COMPETITION

In accordance with 45 CFR 74.43, the Department encourages free and open competition among Vendors. Whenever possible, the Department will design specifications, proposal requests, and conditions to accomplish this objective, consistent with the necessity to satisfy the Department's need to procure technically sound, cost-effective services and supplies.

2.2 NONDISCRIMINATION

In accordance with 45 CFR 74.44, no person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the Department's contracted programs or activities on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal or Alabama State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the Department or in the employment practices of the Department's contractors. Accordingly, all Vendors entering into contracts with the Department shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

2.3 CERTIFICATE OF COMPLIANCE AND E-VERIFY

Only U.S. citizens or foreign citizens who have the necessary authorization to legally work in the United States may be employed to work under any contract with the Department. Vendors must agree to not knowingly employ, hire for employment, or continue to employ an unauthorized alien, and must provide to the Department a certificate of compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (*Appendix D).*

The United States Citizenship and Immigration Services (www.uscis.gov) provides E-Verify, an internet-based system that allows companies to determine their employees' eligibility to work in the United States. Vendors must participate in the E-Verify program and verify every employee that is required to be verified according to the applicable federal rules and regulations. Vendors must provide documentation to the Department establishing that they are enrolled in the E-Verify program.

Vendors must agree to not knowingly employ, hire for employment, or continue to employ a subcontractor to perform work under a contract that knowingly employs, hires for employment, or continues to employ an unauthorized alien. Any subcontractor hired to perform work under a contract must attest to such by sworn affidavit signed before a notary. Subcontractors must also enroll in the E-Verify program prior to performing any work on a project and must attach to the sworn affidavit documentation establishing that the subcontractor is enrolled in the E-Verify program.

2.4 DUNS NUMBER

Vendors must obtain a Dun & Bradstreet, or D-U-N-S, Number, a unique nine-digit identification number for each physical location of your business. D-U-N-S Number assignment is free for all businesses required to register with the federal and state government for contracts or grants.

2.5 PROPOSAL EFFECTIVE PERIOD

All proposals submitted in response to this RFP shall be effective for a 180-day period following the deadline for receipt of proposals as specified in the Schedule of Events and may not be modified, withdrawn or canceled by the Vendor during this period.

2.6 TRADE SECRETS

As part of the initial evaluation, the procurement officer in charge of this solicitation will review proposals received in response to this RFP, for any information deemed a "trade secret" by the vendor and separate identified parts of proposal from public viewing providing the following conditions have been met: (1) confidential information is clearly marked and separated from the rest of the proposal; (2) the proposal does not contain confidential material in the cost or price section; and (3) an affidavit from a Vendor's legal counsel attesting to and explaining the validity of the trade secret claim is attached to each proposal containing trade secrets. If applicable, the Vendor's Legal Counsel must use the Department of Human Resources "Affidavit for Trade Secret Confidentiality" form when requesting the trade secret claim. The affidavit form *(Appendix C)* is included in this document.

Information separated out under this process will be available for review only by the procurement officer, the evaluation committee members, and limited other designees. Vendors must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a "right to know" (open records) request from another party.

2.7 PRE-SCREENING AND EVALUATION OF PROPOSALS

2.7.1 PRE-SCREENING

During the pre-screening, proposals will be reviewed to ensure compliance with all general and mandatory requirements. Upon completion of this initial review they will be classified "responsive" or "non-responsive". However; proposals may be found non-responsive at any time during the evaluation process if the proposal does not meet the formatting requirements specified in the RFP; if any of the required information is not provided; or the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFP. Proposals declared non-responsive, will not receive further consideration.

2.7.2 EVALUATION OF PROPOSALS

All responsive proposals will be evaluated against the stated criteria. However, this does not preclude the Department from any discussions/negotiations or requests for a best and final offer that it may deem necessary to assist in determining the Vendor. In scoring against stated criteria, the Department may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFP responses in terms of differing price, quality, and contractual factors to determine the most advantageous offering to the Department.

2.8 DISCUSSION/NEGOTIATION AND/OR ORAL PRESENTATION/PRODUCT DEMONSTRATION

After receipt of all proposals and prior to the determination of the award, the Department may initiate discussions with one or more Vendors should clarification or negotiation be necessary. Vendors may also be required to make an oral presentation and/or product demonstration to clarify their RFP response or to further define their offer. In either case, Vendors should be prepared to send qualified personnel to **Montgomery**, **Alabama**, to discuss technical and contractual aspects of the proposal. Oral presentations and product demonstrations, if requested, shall be at the Vendor's expense.

2.9 BEST AND FINAL OFFER

The Department reserves the right to request a "best and final offer" for this RFP based on price/cost alone, from one or more Vendors if additional information is required to make a final decision. Vendors may be contacted asking that they submit their "best and final offer," which must include any and all discussed and/or negotiated changes.

2.10 PUBLIC REQUESTS FOR INFORMATION

All information received in response to this RFP, including copyrighted material, is deemed public information and will be made available to the public upon requests shortly after the signing of a contract(s) with the exception of: (1) trade secrets meeting the requirements of the Alabama Trade Secrets Act, that have been properly marked, separated, and documented; and (2) any financial information requested by the Department, unless prior written consent has been given by the Vendor.

2.11 COST OF PREPARING A PROPOSAL

The Department is not liable for any expense incurred by the Vendor in the preparation and presentation of their proposal or any other costs incurred by the Vendor prior to execution of a contract. All costs are the responsibility of the Vendor.

2.12 DEPARTMENT'S RIGHTS RESERVED

While the Department has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the Department to award and execute a contract. Upon determination such actions would be in its best interest, the Department, in its sole discretion, reserves the right to the following:

2.12.1 PRE-SELECTION DISCRETION

The Department reserves the right at its sole discretion, at any time and for any reason, to reject any or all of the proposals submitted in response to this RFP, or to cancel this RFP, if it is deemed by the Department to be in its best interest to do so.

2.12.2 POST-SELECTION DISCRETION

Upon selection of a proposal, the Department reserves the right, at its sole discretion, at any time and for any reason, to change its decision with respect to the selection and to select another proposal, or to cancel the RFP, if it is deemed by the Department to be in its best interest to do so.

2.12.3 WAIVERS

Notwithstanding the amendment provisions otherwise set forth herein, the Department reserves the right at its sole discretion, to waive any minor irregularity in an otherwise valid proposal which would not jeopardize the overall program and to award a contract on the basis of such a waiver in the event the Department determines that such award is in the best interest of the Department. Minor irregularities are those which will not have a significant adverse effect on the overall program cost or performance.

2.12.4 NEGOTIATIONS

The Department reserves the right to negotiate with any vendor whose proposal is within the competitive range, as specified in the RFP with respect to technical plan and cost, as well as to select a vendor other than the vendor offering the lowest price.

2.12.5 ADOPTION OF IDEAS

The Department reserves the right to adopt to its use all or any part, of a vendor's proposal and to use any idea or all ideas presented in a proposal.

2.12.6 ORAL PRESENTATIONS

The Department reserves the right to require some or all of the vendors to provide oral presentations of their proposals.

2.12.7 AMENDMENTS

The Department reserves the right to amend the RFP. Except as provided above with respect to "WAIVERS" made by the Department, all amendments to the RFP will be made by written addendum issued by the Department and posted to the web at www.dhr.alabama.gov under this RFP link.

2.12.8 NO GUARANTEE OF CONTRACT

Selection of a proposal shall not be binding upon the Department and may or may not, at the Department's sole discretion, result in the Department entering into a contract with the vendor if it is in the best interest of Department not to proceed with contract execution.

2.12.9 RIGHT TO INVESTIGATE AND REJECT

The Department may make investigations as deemed necessary to determine the ability of the Vendor to perform the services specified. The Department reserves the right to reject any proposal if the evidence submitted by, or investigation of, the Vendor fails to satisfy the Department that the Vendor is properly qualified to carry out the obligations of the contract. This includes the Department's ability to reject the proposal based on negative references.

2.12.10 DISCLAIMER

Issuance of this RFP does not constitute a commitment by the Department to select any proposal submitted in response to the RFP, or to award a contract to any vendor who responds to this RFP.

Note: All contracts awarded by this Department are subject to review and approval by the Legislative Oversight Committee and the Governor's Office.

SECTION 3: SCOPE OF PROJECT

3.0 REHAB INTERVENTION SERVICE ENRICHMENT

Rehab Intervention Service Enrichment (RISE) is for children with a DSM-V diagnosis within the range of 290-316 that have the mental and physical functional capacity to participate in the services. These children must have denials from or have been previously served without success in an intensive residential facility or are currently being served out of state. Children must be served in a facility that is attached to an acute child/adolescent psychiatric unit or have direct access to an acute child/adolescent psychiatric unit due to their severe issues, need for monitoring, and adjustment of medications. The selected vendor(s) must be located in Alabama and a current member of the Joint Commission (formally known as Joint Commission on Accreditation of Healthcare Organizations) for three years.

The goal of *RISE* is to provide a safe environment that facilitates behavioral stabilization, positive relationship building, and new learning experiences so children can be reunited with their families or moved to a less restrictive community setting. Prior approval must be obtained from the State DHR Division of Resource Management, Office of Resource Development and Utilization Review before placing children. Facilities must be certified to participate in Medicare/Medicaid programs, be in compliance with Title VI and VII, seclusion and restraint requirements of 42 CFR, Part 483, staffing and medical record requirements and have an approved utilization review plan. Vendors also must follow the Medicaid Chapter 33 Psychiatric Hospital (Under 21) regulations.

Children eligible for this program level must have a Diagnostic & Statistical Manual, Fifth Edition (DSM-V) diagnosed mental illness or be identified by a mental health professional as having serious emotional, mental illness and behavioral problems and treatment from other programs were not successful do to the severity of behaviors. These problems must pose a severe level of impairment to overall functioning in multiple areas.

In addition, the children who will be served in *RISE* may have multiple Axis I diagnoses, dual diagnoses, bizarre behaviors, self-harming behaviors, or significant aggression toward others. They may display significant disrespect toward adults and peers, destruction of property, display poor self-esteem and have difficulty accepting authority. These youth are in need of a highly individualized level of care due to struggling with a wide range of difficulties. They need a comprehensive treatment environment in which they can overcome the full spectrum of personal obstacles and, in time, can become whole again.

These children have not responded successfully to less intensive interventions or have been denied admission or been discharged from various intensive placements because of their emotional, behavioral and mental illnesses. The selected vendor must provide constant adult supervision and intense treatment in an environment that is built upon a foundation of mutual respect, a continuum of services which may include hospitalization in an acute unit, to stepping down to a less restrictive intensive service when the child is showing improvement. These children are at greater risk of numerous hospitalizations or institutionalization because of the pervasive nature of their problems. In addition, these children may require medical attention for health problems or for monitoring medications. Children who are actively homicidal, suicidal or those who have a psychosis not controlled with medication must be seen by a psychiatrist/acute unit in which, afterward a referral if appropriate. Children or youth who have a need for treatment for sexual aggression or reactive behaviors should <u>not be served in *RISE*.</u>

Vendors who propose to provide more than one level of service at a single location, must provide each level of service in a separate building or a clearly identified separate wing closed off from other wings providing a different level of service. There must be adequate staff to serve the different levels of service, and staff may not

be shared during the same work shift. **SDHR must approve the plan if the services are to be provided within the same physical building.**

Note: All RISE placements will require prior approval from State DHR, Family Services and the Division of Resource Management and have a completed certificate of need.

3.1 PLANNING RESPONSIBILITY

The state office or county Department of Human Resources that has planning responsibility for a child has the responsibility to provide appropriate documentation including services relating to the Individual Service Plan (ISP). **All services provided must be authorized through an ISP.** If a service authorization document is not provided within ten (10) days from the date of placement, the vendor should notify the State DHR Division of Resource Management of such deficiencies.

3.2 PROGRAM REQUIREMENTS

Vendors must attest that they will meet all of the requirements identified below, in order to be considered for a contract. Vendors must:

A. Be licensed by DHR or Department of Mental Health. **Vendors who do not have a current license, must include a copy of their application for licensure with their proposal. All applications for licensure must be submitted by *Tuesday, April 26, 2016* to:**

Gloria Holloway, Resource Management Division/Office of Licensing
Alabama Department of Human Resources
Gordon Persons Building
50 Ripley Street, Room 2153
Montgomery, AL 36130-4000
Telephone number: 334-242-1650
Email: Gloria.derico@dhr.alabama.gov

B. Complete the Certificate of Need on emergency placements.

C. Assess each child's mental, behavioral and emotional functioning in their living environment, school and community using a standardized assessment tool, to be administered upon admission, quarterly thereafter and upon discharge. Submit or share the results of the assessment with the DHR social worker for the ISP process, to be utilized to develop goals and strategies to specifically address preparations for the child for discharge into a less restrictive living environment. Share these reports with State DHR Division of Family Services and Division of Resource Management.

D. Provide a highly structured daily and weekend schedule which includes time for daily chores, homework, community and daily living activities, structured recreation, social skills training, group therapy, individual therapy and education.

E. Fully participate in: the ISP process with the family, DHR and other providers, including scheduling and coordinating the child's treatment plan in conjunction with the family's ISP and the child's Individual Educational Program (IEP); the discharge plan, which must be developed at the time of placement; the initial treatment plan which must developed within ten (10) days from date of placement; and a review to be held every thirty (30) days, thereafter.

F. Create a behavioral management plan for the child or youth with input from and in collaboration with the family's ISP Team. Implement and monitor the child's response/progression to the behavior management plan.

G. Ensure that staff (rotating &awake) will be available for children 7 days a week, 24 hours a day.

H. Offer staff the training recommended in Minimum Standards for Residential Child Care Facilities on page 18-19. *The Minimum Standards for Residential Child Care Facilities* are available on the

Departments website at www.dhr.alabama.gov; click *Foster Care* under *Quick Links*, then *Services* and *Resource Management Division.* Additional staff training provided by the facility is encouraged (i.e., psychotropic medications, diagnoses of mentally/behaviorally disturbed children and adolescents, etc.) and should be documented in personnel files.

I. Provide monthly reports to the referring county DHR, State DHR Division of Resource Management and Division of Family Services describing services provided during the month and the child's progress toward achieving the goals outlined in the treatment plan. Progress notes shall be received by the 15th day of the following month outlining goals achieved from the previous month's treatment plan.

J. Ensure that children receive needed educational services. Services must include homework assistance (not tutoring), participation in and follow-up on children's IEP's, weekly contact with the schools of the residents, monthly site visits with the schools of residents, transportation to school, and access to alternative educational settings as identified in the ISP. (This only applies to off campus school)

K. Ensure that children receive routine and emergency medical care. Routine and emergency care could be a move to the acute psychiatric unit for stabilization and medication monitoring or change.

L. Submit outcome data in a format prescribed by SDHR, as required.

M. Complete a survey (at discharge) with the child, family and DHR social worker to assess satisfaction with services, care and treatment. At six weeks, the survey must be repeated with the same individuals. The surveys must be maintained in the individual child's file at the facility. A quarterly summary of survey results must be submitted and must include any program changes instituted as a result of the survey.

3.3 CORE SERVICES FOR REHAB INTERVENTION SERVICE ENRICHMENT

Vendors must attest that they will provide all the services identified below in order to be considered for a contract. Core services must be provided in accordance with the ISP. Vendors must:

A. Provide ongoing psychiatric, medical, psychological, social and educational assessments and determine a diagnosis from these assessments.

B. Provide frequent contact with licensed professionals including a psychiatrist, therapist, social workers, psychologist and nurse. The staffing ration should be 1:3 with single occupancy rooms. Room checks should be made every 15 minutes to ensure child's safety. At a minimum each youth will receive two individual therapy sessions, one family session and three group sessions per week with a licensed therapist as planned in the ISP. Children/Youth in treatment must receive the lowest level of need for psychotropic medication.

C. Design treatment plans with measureable goals that children will achieve while in treatment. Implement plans to help children develop communication and relationship skills, strengthen personal identity and foster pro-social attitudes and behaviors with the treatment team, family, others in the facility and community.

D. Provide an active treatment program which is a structured, positive environment in which all youth can have a success-oriented experience.

E. Provide local transportation to appointments identified in the ISP (i.e., physicians, family visits, extra-curricular activities, etc.).

F. Provide vocational and therapeutic recreational activities that are designed to help children/youth have successful experiences through physical, cultural and social accomplishments.

G. Provide independent living services focusing on learning the skills necessary to live successfully on their own. Topics must include but are not limited to: meal planning, laundry, general housekeeping, budgeting, employability skills training and exploration of post-secondary education. These services

must be coordinated carefully with the DHR social worker in accordance with the child's Independent Living plan.

H. Provide an educational program which incorporates assessing and observing the learning style and the child/youth's response to required assignments. Provide services to ensure students are equipped with the skills/knowledge needed to meet graduation requirements or provide help in obtaining their GED.

I. Provide a minimum of $5-$10 per week allowance based on the child's age and the ISP. **Allowances may not be used to recoup for damages or restitution. If additional monies are earned, recoupment for damages or payments for restitution may be made from them.**

J. Provide up to $50 per month for special needs and occasions, e.g. haircuts, feminine hygiene products, oral and body hygiene products, gifts for birthdays, Christmas or other special occasions, etc.

K. Provide supportive services to families as agreed in the ISP, i.e. parent training, and education.

L. Encourage children's relationships with their families, peers, and other significant persons. This must include, but is not limited to the supervision of family visitation as outlined in ISP's/treatment plans, the family's participation in treatment planning, providing a space for quality visitation at the facility, ensuring that the structure of the treatment program does not limit family contact unless identified in the ISP, and agreeing to follow all policies developed by DHR regarding family contact and visitation.

M. Consistent with the ISP, provide a minimum of two hours per week tutoring by a person qualified to offer specialized assistance in a certain subject; monitor the tutoring for the achievement of outcomes in children's educational settings.

Discharge for any reason other than successful completion of the program requires approval from State DHR Division of Resource Management.

All services billed must be in compliance with Chapter 33 of the Medicaid Provider Manual.

All services not included in this agreement must be approved by the ISP team. A Department purchase order must be secured by the provider prior to service provision for services authorized in the ISP that are not eligible for Medicaid reimbursement.

The parties understand and acknowledge that the Contractor may, in rare circumstances and in accordance with the County Department's procedures, bill the County Department for certain ancillary services.

The parties understand and acknowledge that the Contractor will bill Medicaid and receive payments for all Medicaid eligible children directly from Medicaid. Payments for non-Medicaid eligible children will be made by the Department of Human Resources at the same rate paid for Medicaid eligible children. The contractor will be responsible for any charge-backs on Medicaid eligible children and non-Medicaid eligible children.

SECTION 4: PROPOSAL FORMAT AND INSTRUCTIONS

4.0 PROPOSAL REQUIREMENTS

Proposals must meet all requirements as specified in this RFP. Proposals must incorporate the specified structure and format; must be clear, detailed, and complete as to fully demonstrate that the prospective Vendor has a thorough understanding of the requirements for providing the services for this procurement. Statements that the Vendor understands, acknowledges, or can comply with the requirements/specifications and statements paraphrasing the specifications are considered inadequate as are phrases such as "industry standards will be adhered to" and/or "standard procedures will be implemented", or "research-based models will be used". Proposals must clearly and adequately describe the concepts and methodologies to be implemented by the Vendor. Information must be clear, succinct, and easily understandable.

4.1 COMPLETENESS OF PROPOSALS

Selection(s) and award(s) will be based on the Vendor's proposal and other items described in this RFP. Proposals should not include references to information located elsewhere, such as Internet websites. Information or materials presented by Vendors outside the formal response or subsequent discussion/negotiation or "best and final offer," if requested, will not be considered, will have no bearing on any award, and may result in the vendor being disqualified from further consideration.

4.2 PROPOSAL FORMAT

Proposals must not exceed **one hundred (100) pages**, including attachments and must be single-spaced, incorporating 1-inch margins, typed using Times New Roman (font), size 12, black print. Proposals must be printed/copied onto one side of standard (8½ x 11) white typing/copier paper. *Paragraphs must be double-spaced.* All proposals (the original and copies) must include labeled tabs that correspond with the bolded sections and subsections (titles and numbers) to which the information pertains as specified in Section 4 of this document. ***Do not use adhesive tabs (on pages of the proposal), tabs with paper inserts, sheet protectors, rings or prong fasteners.*** Vendors should avoid the use of elaborate presentations and binding materials beyond that which is sufficient to present complete and effective proposals. **Proposals that do not adhere to the specified format may be deemed non-responsive.**

4.2.1 COVER SHEET

The first page of each proposal must be the completed **Cover Sheet** (RFP cover sheet) with an original ink signature of the person(s) legally authorized to bind the vendor to the proposal. **Proposals without signatures of persons legally authorized to bind the vendor to the proposal will be rejected.** The cover sheet must also include the name of the contact person and contact information of the person authorized to act on behalf of the vendor (do not number this page). Vendors must also provide their federal employer identification number and DUNS number. Also, denote the original proposal and copies by placing a check in the appropriate box on the cover sheet.

4.2.2 TABLE OF CONTENTS

The Cover Sheet should be followed by the **"Table of Contents"**, which should list all sections, subsections and page numbers. Numbering of the proposal pages should begin with page 1 of the Table of Contents. Page numbers should be placed in the right corner of the bottom margin.

4.2.3 LEGAL STATUS FORM/CP575 OR TAXPAYER IDENTIFICATION NUMBER

The Table of Contents must be followed by a copy of the **Legal Status Form** or a **CP575.** *These forms are issued by the IRS and denote an organization's legal status (i.e., non-profit, for-profit, corporation, etc.) and include the Federal Employee Identification Number (FEIN).* If neither the Legal Status Form nor the CP575

are available, a completed and signed copy of the **"Request for Taxpayer Identification Number"** form *(Appendix B)* must be included. All items on this form must be completed.

4.2.4 LICENSES/CERTIFICATES/CREDENTIALS (OPTIONAL)

The Legal Status Form or Request for Taxpayer Identification Number Form should be followed by a copy of all required **Licenses, Certificates, and Credentials** or a copy of a completed license application form submitted by the deadline specified in this RFP**.**

4.2.5 TECHNICAL PROPOSAL

Copies of Licenses/Certificates/Credentials, if applicable should be followed by the **Technical Proposal**. The Technical Proposal must prescribe to sections **4.2.5.1** through **4.2.5.4.6** below.

4.2.5.1 VENDOR QUALIFYING INFORMATION

4.2.5.1.1 Vendor Profile and Experience

Vendor must specify how long it has been in the business of providing services similar to those requested in this RFP and under what company name. Also list all names it has used when conducting business. Vendors must explain their expertise or history in the provision of such services or identify a nationally recognized model that has proven to be successful that will be used in the provision of services under this RFP. Vendors must provide an organizational profile including: number of employees, and form of business (e.g. individual, sole proprietor, corporation, non-profit corporation, limited liability company.).

4.2.5.1.2 Past and Present Contractual Relationships with the Department

Vendors must describe any past or present contractual relationship it may have or have had with the Department or any other state agency including colleges/universities during the past three years. If the vendor, its predecessor, or any party named in their responses to this section has contracted with any department within State Government during the past three years, identify the contract number and other information available to identify such contract(s). If no such contracts exist, so declare. If any party named in the vendor's response to this RFP was an employee of the State in the past two years, identify the individual(s) by name, agency by which employed, job title of position held, and separation date during the two-year period. If no such relationship exists, so declare.

4.2.5.1.3 Contract Performance

If the vendor, or any proposed Subcontractor, has had a contract terminated for default during the past five years, all such instances must be described as discussed below. Termination for default is defined as notice to stop performance delivery due to the vendor's nonperformance or poor performance and the issue was either (a) not litigated due to inaction on the part of the vendor; or (b) litigated and such litigation determined the vendor to be in default. Submit full details of all terminations for default experienced by the vendor during the past five years, including the other party's name, address, and telephone number. Present the vendor's position on the matter. The Department will evaluate the facts and may, at its sole discretion, reject the vendor's Proposal if the facts discovered indicate that completion of a contract resulting from this RFP may be jeopardized by selection of the vendor. If the vendor has experienced no such terminations for default in the past five years, so declare. If at any time during the past five years, the vendor has had a contract terminated for convenience, non-allocation of funds, or any other reason, which termination occurred before completion of all obligations under the initial contract provisions, describe fully all such terminations including the name and address of the other contracting party and the circumstances surrounding the termination. If no such early terminations have occurred, so declare.

Failure to report on the foregoing or if the information furnished is determined to be inaccurate, whether by omission or commission, shall result in rejection of the vendor's Proposal.

No points will be assigned to proposals submitted by new or current vendors who have performed their contractual obligations satisfactorily. **However, current vendors who have performed unsatisfactorily may experience point deductions up to a maximum of 10 points.**

Note: *The Department reserves the right to not enter into a new contract with a current vendor who is under a corrective action plan until all corrective requirements have been met.*

4.2.5.1.4 Project Staff/Resumes/Job Descriptions

Vendors must submit a resume or job description detailing the level of education, experience, training, skills, etc. which emphasizes previous experience in the service area as described in this RFP for all key personnel who will be involved with the proposed project. Vendors must indicate that they have sufficient staff to perform the services required in this RFP. If sufficient staff is not currently available, describe how staff will be obtained to provide the services and the timeline for obtaining the needed staff. Indicate the number of anticipated staff for each position title. List all professional licenses held by the key staff.

4.2.5.1.5 Staff Performance Evaluations and Training

Vendors must describe their staff development program regarding orientation, on-going staff evaluation and training that will be implemented throughout the contract period to ensure delivery of effective services that adhere to the Department's required performance standards.

4.2.5.1.6 Background Checks

Describe in detail the steps the vendor will take to ensure that no employee, regardless of their position, has been the subject of any incident or investigation which would call into question the propriety of that employee's working with the population indicated in this document and for this project. Describe your organization's general procedure for addressing occurrences when an incident or allegation is reported, founded or unfounded.

4.2.5.2 VENDOR FINANCIAL STABILITY

Vendors must submit an audited financial statement for year 2014 and letters from the auditor(s) who performed the 2013 and 2012 financial audits. Vendors of newly formed organizations, who have been in business less than one year must submit copies of any official quarterly financial statements (from a financial institution) that have been prepared since the end of the period reported by your most recent annual report.

4.2.5.3 METHOD OF PROVIDING SERVICES

4.2.5.3.1 Service Delivery Approach

Vendors must provide a detailed description of the work plan and the methods to be used that will convincingly demonstrate to the Department what the vendor intends to do, the timeframes necessary to accomplish the work, and how the work will be accomplished. Vendors must identify the counties/regions to be served by the proposed project. *All services as specified in Section 3: Scope of Project must be addressed in the Service Delivery Approach.*

4.2.5.3.2 Start-up Plan

Vendors must include a detailed project schedule that is comprised of the detailed work plan for the entire project. This section should also include any proposed additions to the tasks outlined in the *Section 3: Scope of Work.* ***The selected vendor must be fully operational on Friday, July 01, 2016.***

4.2.5.3.3 Assessment of Benefits and Impact

Describe the process that will used to assess the proposed services to determine if the expected benefits and their impact have occurred. Include on-going plans to continuously assess and modify services to better meet the needs of the target population. The assessment methodology should provide the Department with meaningful indicators that funded projects are making satisfactory progress toward desired goals.

4.2.5.3.4 Office Location

Vendors must provide the physical address where records will be maintained and services will be performed under a contract with the Department in the event the vendor is selected.

4.2.5.4 VENDOR CERTIFICATIONS

Vendors must submit a statement attesting that they warrant and represent to the Department that the vendor accepts and agrees with all certifications and terms and conditions of this RFP. Further, by submitting a response to this RFP, the vendor certifies to the Department that they are legally authorized to conduct business within the State of Alabama and to carry out the services described in this document.

4.2.5.4.1 Revolving Door Policy

Vendors must attest that neither the vendor nor any of the vendor's trustees, officers, directors, agents, servants or employees is a current employee of the Department, and none of the said individuals have been employees of the Department in violation of the revolving door prohibitions contained in the state of Alabama ethics laws.

4.2.5.4.2 Debarment

Vendors must attest that neither the vendor nor any of the vendor's trustees, officers, directors, agents, servants or employees (whether paid or voluntary) is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension."

4.2.5.4.3 Standard Contract

The vendor must agree to the use of the Department's standard contract document. The vendor will further comply with all the terms and conditions of that document, including, but not limited to, compliance with the Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act, Alabama Act No. 2000-775 (governing individuals in direct service positions who have unsupervised access to children), the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as applicable, and all other federal and state laws, rules and regulations applicable to receiving funds from the Department to carry out the services described in this RFP. Further, any contract executed pursuant to the RFP must be subject to review by the Department's legal counsel as to its legality of form and compliance with State contract laws, terms and conditions, and may further be subject to review by the Alabama Legislative Contract Review Committee, Examiners of Public Accounts, the State Finance Director and the Office of the Governor.

4.2.5.4.4 Charitable Choice (applies to faith-based organizations only)

The vendor must attest that funds received as a result of this procurement will not be used for sectarian instruction, worship, proselytizing or for any other purely religious activities that are not directed toward the secular social goals related to the services described in this RFP. The vendor must agree to serve all eligible members of the public without regard to their religious beliefs and, further, must not require clients' active participation in any religious practice. (In carrying out the said services, the vendor will remain independent from federal, state and local governments; will retain control over the expression of its religious beliefs, and is NOT required to remove its religious writings or symbols or to alter its internal governance as a condition of doing business with the Department.)

4.2.5.4.5 Financial Accounting

Vendors must agree that the vendor's accounting system will be consistent with General Accepted Governmental Accounting Principles (GAAP). The vendor must maintain sufficient financial accounting records documenting all funding sources and applicable expenditure of all funds from all sources.

4.2.5.4.6 Vendor Work Product

The vendor must attest that the proposal submitted in response to this document is the work product of said vendor. If the proposal is determined not to be the work product of the vendor, the proposal may, at the Department's sole discretion, be rejected.

4.2.5.5 ATTACHMENTS

Vendors must include all applicable forms identified below as attachments (i.e., Attachment A, B, C, etc.), applicable forms must follow the Technical Proposal. **DO NOT ALTER ANY OF THE FORMS LISTED BELOW OR OTHERWISE INCLUDED/REQUIRED IN THIS DOCUMENT.**

4.2.5.5.1. Disclosure Statement

The Technical Proposal must be followed by a completed copy of the **Disclosure Statement**.

4.2.5.5.2 Trade Secret Affidavit

The Disclosure Statement must be followed by a completed copy of the **Trade Secret Affidavit** (*Appendix C*), if applicable.

4.2.5.5.3 Certificate of Compliance

The Trade Secret Affidavit must be followed by a completed copy of the **Certificate of Compliance** (*Appendix D*). ***All proposals must include the Certificate of Compliance.***

4.2.5.5.4 E-verify Documentation

The Certificate of Compliance must be followed by a copy of the **E-verify documentation**. ***All proposals must include the E-verify documentation.***

4.2.5.5.5 Verification of Registration with the Secretary of State

The E-verify documentation must be followed by a copy of the **Registration with Secretary of State**. ***All proposals must include the Registration with Secretary of State.***

SECTION 5: COST PROPOSAL

5.0 COST PROPOSAL

The maximum daily rate for providing RISE services for children shall be **$400.00**. Vendors must submit a fixed rate total amount of compensation that will be required to provide up to forty (40) slots of service as specified in the programmatic requirements and core services outlined in this document. Vendors must submit a fixed rate outlining the proposed daily rate for the program. Any proposal with a cost above this rate will not be considered for selection. If a vendor provides more than one level of service at a single location, each level of service must be provided in a separate building or wing. SDHR Office of Licensing must approve the plan if the services are to be provided within the same physical building.

Vendors must submit separate annual budgets for the following periods: 1) Year 1 for *July 01, 2016* through *June 30, 2017*; and 2) Year 2 for *July 01, 2017* through *June 30, 2018* for the total amount of compensation that will be required to provide this placement meeting the program requirements and the core services outlined in this document. The cost proposal form (*Appendix E*) must be completed indicating a daily rate per child and the number of slots offered at the stated rate. *The daily rate is subject to approval by the Department and Medicaid.*

It is expected that all vendors, who are awarded contracts, as a result of this RFP, possess a thorough knowledge of Chapter 33 of the Medicaid Provider Manual. Vendors must certify that they have the capacity to bill Medicaid electronically and receive payments directly from Medicaid for all eligible children, or submit with their response a letter of intent that states their plan to reach this goal prior to the awarding a contract for FY16. The Department will be billed directly for services rendered to children who are not eligible for Medicaid.

Note: A maximum rate is specified in this RFP document for provision of services, any proposal submitted exceeding the fixed rate will be deemed non-responsive and no further consideration will be given.

SECTION 6: EVALUATION CRITERIA

6.0 EVALUATION CRITERIA

The evaluation committee will review and evaluate the proposals according to the following criteria based on **a maximum possible value of 1,000 points**. Proposals failing to meet the requirements of this RFP may be deemed non-responsive or subject to point deductions. The point value assigned to each component of the **Technical Proposal and Cost Proposal** will be based on the following scoring scale.

	Category	RFP Section	Point Value
Vendor Qualifying Information		**30% of points for a possible 300 points**	
A.	Vendor Profile and Experience	4.2.5.1.1	275
B.	Past and Present Contractual Relationships with the Department	4.2.5.1.2	0
C.	Contract Performance	4.2.5.1.3	*To be Determined*
D.	Project Staff/Resumes/Job Descriptions	4.2.5.1.4	0
E.	Staff Performance Evaluations and Training	4.2.5.1.5	15
F.	Background Checks	4.2.5.1.6	0
G.	Vendor Financial Stability	4.2.5.2	10
Method of Providing Services		**50% of points for a possible 500 points**	
A.	Service Delivery Approach	4.2.5.3.1	475
B.	Start-up Plan	4.2.5.3.2	10
C.	Assessment of Benefits and Impact	4.2.5.3.3	15
D.	Office Location	4.2.5.3.4	0
E.	Vendor Certifications	4.2.5.4.	0
Cost Proposal		**20% of points for a possible 200 points**	
A.	Cost Proposal	5.0	200

APPENDIX A: STANDARD TERMS AND CONDITIONS

By submitting a response to request for proposal or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

ACCEPTANCE/REJECTION OF PROPOSALS: The Department reserves the right to accept or reject any or all proposals, wholly or in part, and to make awards in any manner deemed in the best interest of the Department. Proposals will be firm for 180 days, unless stated otherwise in the text of the request for proposal.

ACCESS AND RETENTION OF RECORDS: The contractor agrees to provide the Department, Legislative Auditor, or authorized agents, access to any records necessary to determine contract compliance. The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the Department or third party.

ALTERATION OF SOLICITATION DOCUMENT: In the event of inconsistencies or contradictions between language contained in the Department's solicitation document and a vendor's response, the language contained in the Department's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the Department.

AUTHORITY: The following request for proposal, limited solicitation, or contract is issued under authority of Section 41-16-72 of the Alabama Code (Act 2001-956, 2001 3rd Sp. Sess., p 817, §1.)

CHARGE BACKS: The Alabama Department of Human Resources and Medicaid will deduct federal charge backs from future payments.

COMPLIANCE WITH LAWS: The contractor must, in performance of work under the contract, fully comply with all applicable federal, department, or local laws, rules and regulations, including the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. The contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

DEBARMENT: The contractor certifies, by submitting this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the Department.

DISABILITY ACCOMMODATIONS: The Department does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals, who need aids, alternative document formats, or services for effective communications or other disability-related accommodations in the programs and services offered, are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

FACSIMILE RESPONSES: Facsimile responses will not be accepted for requested for proposals or limited solicitations.

FAILURE TO HONOR PROPOSAL: If a vendor to whom a contract is awarded refuses to accept the award (contract) or, fails to deliver in accordance with the contract terms and conditions, the Department may, in its discretion, suspend the vendor for a period of time from entering into any contracts with the Department.

FORCE MAJEURE: Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the non-performing party, so long as such party is using its best efforts to remedy such failure or delays.

FOREIGN CORPORATIONS (OUT-OF-STATE FIRMS): Alabama law provides that a foreign corporation (out-of-state company/firm) may not transact business in the state until it obtains a certificate of authority from the Secretary of State, Section 10-2B-15.01, Code of Alabama 1975. To obtain form for a certificate of authority, contact the Secretary of State, Corporation Division, (334) 242-5324. Not having this certificate does not keep the vendor from registering.

HOLD HARMLESS/INDEMNIFICATION: The contractor agrees to hold the Department, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except for acts of omission resulting from the sole negligence of the Department, under this agreement.

LATE PROPOSALS: Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to assure delivery at the designated office by the designated time. Late proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

REGISTRATION WITH THE PURCHASING DIVISION: Any business intending to transact business in Alabama must register with the Alabama Purchasing Division by completing the Vendor Disclosure Statement. A copy of the Vendor Disclosure Statement can be downloaded from the Purchasing website at www.purchasing.alabama.gov.

SEVERABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

SOLICITATION DOCUMENT EXAMINATION: Vendors must promptly notify the Department of any ambiguity, inconsistency, or error, which they may discover upon examination of a solicitation document.

TERMINATION OF CONTRACT: Unless otherwise stated, the Department may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

UNAVAILABILITY OF FUNDING: The Department, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason.

U.S. FUNDS: All prices and payments must be in U.S. dollars.

APPENDIX B: TAXPAYER IDENTIFICATION NUMBER FORM

STATE OF ALABAMA
REQUEST FOR TAXPAYER IDENTIFICATION NUMBER
STATE COMPTROLLER'S OFFICE

INSTRUCTIONS. In order to receive payment by the State of Alabama, a correct tax identification number, name and address must be on our files. To insure that accurate tax information is reported on Form 1099 for federal income tax purposes, please:

1. In PART 1 below provide your Tax Identification Number and check FEIN or SSN. Also provide the name and address to which payments should be sent. In addition, provide the name of the legal signatory authority for your organization (the individual authorized in your Constitution and/or By-laws to legally obligate the organization, for example, sign a contract on behalf of the organization).

2. Circle the business designation that identifies your type of trade or business in PART 2.
3. Sign and return this form as part of the response to the RFP:

PART 1 – TAXPAYER IDENTIFICATION NUMBER, NAME AND ADDRESS.

IDENTIFICATION NUMBER _____
Check one _____ Federal Employer Identification Number (FEIN)
_____ Social Security Number (SSN)

NAME OF ORGANIZATION: _____ PHONE: _____

LEGAL BUSINESS ADDRESS: _____

FAX: _____ EMAIL: _____

NAME & TITLE OF LEGAL SIGNATORY AUTHORITY: _____

PART 2 – BUSINESS DESIGNATION. Circle the designation that identifies your type of trade or business.

1 - CORPORATION, PROFESSIONAL ASSOCIATION OR PROFESSIONAL CORPORATION (A corporation formed under the laws of any state within the United States)
2 - NOT FOR PROFIT CORPORATION (Section 501 (c) (3))
3 - PARTNERSHIP, JOINT VENTURE, ESTATE OR TRUST
4 - SOLE PROPRIETORSHIP OR SELF-EMPLOYED (Identification number must be Social Security Number)
5 - NONCORPORATE RENTAL AGENT
6 - GOVERNMENTAL ENTITY (City, County, State or U.S. Government)
7 - FOREIGN CORPORATION OR FOREIGN NATIONAL OR OTHER FOREIGN ENTITY
(A corporation or other foreign entity formed under the laws of a country other than the United States or an individual temporarily in the United States who pays taxes as a citizen of a country other than the United States.)

NOTE: Failure to complete and return this form may subject you to backup withholding in the amount of 20% of future payments pursuant to Section 3406, Internal Revenue Code.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE EXAMINED THIS REQUEST AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IT IS TRUE, CORRECT AND COMPLETE.

_____ _____ (_____)_____
SIGNATURE DATE TELEPHONE NUMBER
(If different from above)

_____
TITLE

PLEASE INCLUDE FEDERAL IDENTIFICATION NUMBER ON ALL INVOICES

APPENDIX C: TRADE SECRET AFFIDAVIT

Alabama Department of Human Resources

AFFIDAVIT FOR TRADE SECRET CONFIDENTIALITY

DEPARTMENT OF _____)
)ss.
County of _____)

_____ (Affiant), being first duly sworn under oath, and representing _____ (hereafter "Vendor"), hereby deposes and says that:

1. I am an attorney licensed to practice in the State of _____, representing the Vendor referenced in this matter, and have full authority from the Vendor to submit this affidavit and accept the responsibilities stated herein.

2. I am aware that the Vendor is submitting a proposal to the Alabama Department of Human Resources for RFP # _____. Public agencies in Alabama are required by Alabama law to permit the public to examine documents that are kept or maintained by the public agencies, other than those legitimately meeting the provisions of the Alabama Trade Secrets Act, Alabama Code Section 8-27-1, and that the Department is required to review claims of trade secret confidentiality.

3. I have read and am familiar with the provisions of the Alabama Trade Secrets Act, am familiar with the case law interpreting it, and understand that all information received in response to this RFP will be available for public examination except for:

(a) trade secrets meeting the requirements of the Act; and

(b) information requested by the Department to establish vendor responsibility

unless prior written consent has been given by the vendor.

4. I am aware that in order for the Vendor to claim confidential material, this affidavit must be fully completed and submitted to the Department, and the following conditions must be met by the Vendor:

(a) information to be withheld under a claim of confidentiality must be clearly marked and separated from the rest of the proposal;

(b) the proposal may not contain trade secret matter in the cost or price; and

(c) the Vendor's explanation of the validity of this trade secret claim is attached to this affidavit.

5. I and the Vendor accept that, should the Department determine that the explanation is incomplete, inadequate or invalid, the submitted materials will be treated as any other document in the department's possession, insofar as its examination as a public record is concerned. I and the Vendor are solely responsible for the adequacy and sufficiency of the explanation. Once a proposal is opened, its contents cannot be returned to the Vendor if the Vendor disagrees with the Department's determination of the issue of trade secret confidentiality.

6. I, on behalf of the Vendor, warrant that the Vendor will be solely responsible for all legal costs and fees associated with any defense by the Department of the Vendor's claim for trade secret protection in the event of an open records request from another party which the Vendor chooses to oppose. The Vendor will either totally assume all responsibility for the opposition of the request, and all liability and costs of any such defense, thereby defending, protecting, indemnifying and saving harmless the Department, or the Vendor will immediately withdraw its opposition to the open records request and permit the Department to release the documents for examination. The Department will inform the Vendor in writing of any open records request that is made, and the Vendor will have five working days from receipt of the notice to notify the Department in writing whether the Vendor opposes the request or not. Failure to provide that notice in writing will waive the claim of trade secret confidentiality, and allow the Department to treat the documents as a public record.

Documents that, in the opinion of the Department, do not meet all the requirements of the above will be available for public inspection, including any copyrighted materials.

_____
Affiant's Signature

Signed and sworn to before me on _____ (date) by _____

_____ (Affiant's name).

Name of Notary Public:_____ for the

Department of: _____

My Commission Expires: _____

APPENDIX D: CERTIFICATE OF COMPLIANCE

State of _____)

County of _____)

CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535, as amended by Act 2012-491)

DATE:_____

RE Contract/Grant/Incentive (*describe by number or subject):*
_____by and between
_____ (Contractor/Grantee) and
_____(State Agency, Department or Public Entity)

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of _____with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by Act 2012-491) which is described herein as "the Act".
2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.

   BUSINESS ENTITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit. "Business entity" shall include, but not be limited to the following:

   a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.

   b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

   EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

   ____*(a)*The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.

   ____*(b)*The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.
3. As of the date of this Certificate, Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;
4. Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this _____ day of _____ 20____.

_____
Name of Contractor/Grantee/Recipient

By: _____

Its _____

The above Certification was signed in my presence by the person whose name appears above, on

this _____ day of _____ 20_____.

WITNESS: _____

_____
Printed Name of Witness

APPENDIX E: COST PROPOSAL

Contract Number:		**DHR USE ONLY**	**Taxpayer ID#:**
Agency:			
Address:			
Project Title:			
Budget Period:	**July 01, 2016**	**to**	**June 30, 2017**

I. RATE OF INFORMATION

A. Number of Slots Proposed for FY16_____ X **$** _____ Fixed Daily Rate X 365 days = **$**_____Total Annual Cost