ALABAMA DEPARTMENT OF HUMAN RESOURCES

REQUEST FOR PROPOSALS

PROCUREMENT INFORMATION	
RFP Number: 2019-100-13	**RFP Title:** ***Moderate Residential Services for Children***
Proposal Due Date and Time: ***Friday, September 06, 2019*** **12:00 p.m., Central Time**	**Number of Pages: 38**
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*: Friday, August 16, 2019***
	Issuing Division: ***Family Services***

INSTRUCTIONS TO VENDORS	
Submit Proposal to: **Starr Stewart, Director** **Resource Management Division/Office of Procurement** **Alabama Department of Human Resources** **Gordon Persons Building, Second Floor-Room Q3-019** **50 Ripley Street** **Montgomery, AL 36130-4000**	**Label Envelope/Package:** **RFP Title/Number: 2019-100-13/** ***Moderate Residential Services for Children*** **Proposal Due Date:** ***Friday, September 06, 2019***
	Special Instructions:

VENDOR INFORMATION (Fill in the information fields below and return this form with RFP response)	
Vendor Name/Address: (no P.O. Boxes) **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)	

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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	**August 16, 2019**
Deadline for Receipt of Written Questions	**August 23, 2019**
Deadline for Posting of Written Responses to Questions	**August 30, 2019**
Proposal Due Date	**September 06, 2019**
Evaluation of Proposals and Selection of Vendors	**September 09-12, 2019**
Intended Date for Notice of Intent to Award a Contract	**September 13, 2019**

SECTION 1: PROJECT OVERVIEW AND INSTRUCTIONS

1.0 PROJECT OVERVIEW

The ALABAMA DEPARTMENT OF HUMAN RESOURCES, (hereinafter referred to as "the Department" and "DHR") seeks qualified vendors to provide ninety-one (91) statewide slots of Moderate Residential Services for Children. Moderate Residential Services must be provided in a congregate care setting, and must include room, board and an array of services for a child with moderate emotional and/or behavioral management problems that interfere with the child's ability to function in the family, school and/or community setting in other than a residential environment. Moderate placement services must be limited to children whose needs cannot be met in their own home, traditional foster home, basic residential care, or children who have reached their treatment goals in a more restrictive setting and are ready to be "stepped down". All children that are placed in a moderate residential setting require 24-hour awake staff for proper supervision to prevent/respond to the following behaviors which include but are not limited to: fighting at night, inability to sleep and wandering around, attempting sexual contact with other residents, attempted runaway patterns, etc. 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/CERTIFICTION/CREDENTIAL

Vendors must be licensed by Department of Human Resources (Residential Child Care Facility License) or Department of Mental Health (Mental Illness Division License), and must include a copy of their license with their proposals. Unlicensed vendors must include a copy of their application for licensure with their proposals. All applications for licensure must be submitted by *12:00 p.m., local time,* ***Friday, September 06, 2019*** to:

Shanna Wester, Licensing Manager
Division of Resource Management-Office of Licensing
Alabama Department of Human Resources
Gordon Persons Building
50 Ripley Street, Room Q3-029
Montgomery, AL 36130-4000
Telephone number: 334-242-1650

1.3 CONTRACT TERM

The initial contract term is for a period of **three (3)** years beginning **October *01, 2019*** and ending ***September 30, 2022.*** 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 **two (2)** years, at the option of the Department. ***Selected vendors must be fully operational on October 01, 2019.***

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, Second Floor-Room Q3-012
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) ***Friday, August 23, 2019***. 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 ***Friday, August 30, 2019***to all questions received by the deadline on *August 23, 2019.* 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 1.6.8 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 W-9 LEGAL STATUS LETTER OR TAXPAYER IDENTIFICATION NUMBER FORM

Vendors must include a legible copy of their legal status 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 MOU

Vendors must submit e-verify memorandum of understanding/registration documentation with their proposals.

1.6.6 IMMIGRATION STATUS FORM

Vendors must submit a completed immigration status form with their proposals.

1.6.7 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.

1.6.8 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.

1.7 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 (USB preferred) copy on CD or DVD clearly labeled with the Vendor's name and the RFP title and number to:

Starr Stewart, Director
Resource Management Division/Office of Procurement
Alabama Department of Human Resources
Gordon Persons Building, Second Floor - Room Q3-019
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# 2019-100-13 Moderate Residential Services***. ***Proposals must be received at the receptionist's desk of the Resource Development-Office of Procurement by 12:00 p.m., local time, Thursday, June 06, 2019.*** 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 F*. 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, political beliefs 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 NO BOYCOTT CLAUSE

In compliance with Act 2016-312, vendors must attest that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

2.5 TERMINATION/ALTERNATIVE RESOLUTION

For any and all disputes arising under the terms of any contract resulting from this procurement, vendors hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including but not limited to, mediation by and through the Attorney General's Office of Administrative hearings or where appropriate, private mediators.

2.6 MERIT SYSTEM EXCLUSION

The vendor is not to be considered a merit system employee and is not entitled to any benefits of the State Merit System.

2.7 IMMIGRATION CLAUSE

By responding to this procurement, the vendor affirms, for the duration of any contract resulting from this procurement, that they will not violate federal immigration law or knowing employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama and any other location. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the contract and shall be responsible for all damages resulting therefrom. (Appendix E)

2.8 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.

2.9 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.

2.10 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.

2.11 PRE-SCREENING AND EVALUATION OF PROPOSALS

2.11.1 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.

2.11.2 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.

2.12 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.

2.13 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.

2.14 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.

2.15 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.

2.16 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:

2.16.1 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.

2.16.2 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.

2.16.3 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.

2.16.4 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.

2.16.5 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.

2.16.6 ORAL PRESENTATIONS

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

2.16.7 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.

2.16.8 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.

2.16.9 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.

2.16.10 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.

SECTION 3: SCOPE OF PROJECT

3.0 MODERATE RESIDENTIAL CARE SERVICE PROGRAMS

Moderate Residential Services are provided in a congregate care setting, and includes room, board and an array of services for a child with moderate emotional and/or behavioral management problems that interfere with the child's ability to function in the family, school and/or community setting in other than a residential environment. Moderate placement services are limited to children whose needs cannot be met in their own home, traditional foster home, basic residential care, or children who have reached their treatment goals in a more restrictive setting and are ready to be "stepped down". All children that are placed in a moderate residential setting require 24-hour awake staff for proper supervision to prevent/respond to the following behaviors which include but are not limited to: fighting at night, inability to sleep and wandering around, attempting sexual contact with other residents, attempted runaway patterns, etc.

Children eligible for this program must have a Diagnostic & Statistical Manual; Fifth Edition (DSM-V) diagnosed mental illness from a psychological evaluation conducted within the past 24 months. An assessment of the child's behavior by the Multi-dimensional Assessment Tool (MAT) indicating that the child needs placement in this type of program must be completed prior to placement. The program can take the child into pre-placement awaiting the results of the MAT assessment. Children may also have substance abuse needs or have had substance abuse needs and have successfully completed an Alcohol and Drug Treatment Program. Children may be delinquent, chronic runaways, display manipulative behaviors, have difficulty maintaining self-control, display poor self-esteem, have difficulty in securing and maintaining close relationships with others, be truant from school and have difficulty in accepting authority. Children with a history of sexual offenses are eligible if they have successfully completed a sex offender treatment program and/or have been deemed not to pose a serious risk by a recognized sex offender treatment professional.

Children that are in this type program typically have: (1) need of clinical treatment to be able to function in school, home or the community because of multiple problems; (2) not responded successfully to less intensive treatment and/or have been denied admission or discharged from various less restrictive placements because of emotional and behavioral disruption; and/or (3) behavior that is not well controlled without constant adult supervision or use of psychotropic medication. Children that receive psychotropic medication should be monitored and maintained on the lowest dosage of medication. Selected vendors must follow the Federal Psychotropic Drug protocol in regards to the appropriate use and monitoring of psychotropic medications. DHR staff will provide diligent and thoughtful oversight of medical care, particularly in regard to the use of psychotropic medication.

Vendors will be expected to comply with the policy document from DHR which describes the Federal government mandates regarding the monitoring of psychotropic medications for children in foster care. Attached to this RFP is the policy to implement a comprehensive treatment policy and protocols to include a trauma-based assessment tool for children entering foster care and the treatment protocols including guidance on informed consent, minimum and maximum dosage guidelines, prior approval protocols, use of PRN medications, notification regarding medication dosage changes, and required medication testing and monitoring. Please see the Administration of Children Families memorandum dated 4/12/2012.

Vendors are required to present a positive discipline approach to their program. A troubled youth's ability to learn and move forward is always greatest when he or she is in a structured environment with professionals who care about their success. Behavior management programs must provide youth with options to make positive choices. Positive behavior supports must be the focus of the program, with the discipline consequences as secondary. Supports must be individualized for each child and their developmental level.
Vendors, who propose to provide more than one type of service intensity at a single location, must provide each type of service in a separate building or a clearly identified separate wing closed off from other wings providing

a type of service. There must be adequate staff to serve the different types of service, and staff may not be shared.

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 on 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, Office of Contracts 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 Department of Human Resources (Residential Child Care Facility License) or Department of Mental Health (Mental Illness Division License). 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 12:00 p.m., local time, ***Friday, September 06, 2019*** to**:**

Shanna Wester, Licensing Manager
Division of Resource Management-Office of Licensing
Alabama Department of Human Resources
Gordon Persons Building
50 Ripley Street, Room Q3-029
Montgomery, AL 36130-4000
Telephone number: 334-242-1650

B. Screen referrals to ensure appropriate placements to ensure they meet the criteria in Section 3.0. **All children meeting the criteria must be considered for placement. Rejections must be reported to the county and to SDHR-Division of Resource Management-Office of Contracts on a monthly basis.** Assess each child's mental, behavioral and emotional functioning in its living environment, school and community using a standardized assessment tool on admission, quarterly thereafter and upon discharge. Submit, or share, the assessment with the DHR social worker for the ISP process, to develop goals and strategies to specifically address the preparation of the child for discharge into a less restrictive living environment.

C. Conduct pre-placement visits as determined appropriate by County/State DHR staff.

D. Participate and/or provide meaningful input in the ISP process including scheduling and coordinating the child's treatment plan in conjunction with the family's ISP. The following timeline will be maintained; the initial treatment plan developed within ten (10) days from admission date; the comprehensive treatment plan developed within thirty (30) days from admission date; and, a treatment plan review held every ninety (90) days thereafter. (Note: The discharge plan shall be developed at the time of placement.) The treatment plan should include goals that are measurable and address the reduction of duration, frequency, and intensity of symptoms, and what interventions will be used to meet each goal.

E. When the treatment plan includes the use of psychotropic medication, informed consent is required. Informed consent requires that the prescribing physician inform the child and legal guardian (county DHR worker) of the risks and benefits of the proposed treatments and the risks and benefits of alternative treatments, including no treatment. This includes information about the potential benefits of the medication, the possible risks, and the range of doses. Information about serious adverse effects and how to contact the physician must be discussed. Staff and DHR workers should be given ample time for questions and discussion before consent is requested.

F. Develop an individualized behavioral management plan for the child or youth with input and collaboration with the family's ISP team. The behavioral management plan should be positive and focus on the strengths of the child. Implement and monitor the behavioral management plan.

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

H. Ensure that staff receives the additional training detailed in Minimum Standards for Residential Child Care Facilities on page 18-19, within the time frames indicated. *The Minimum Standards for Residential Child Care Facilities* are available on the Department's website at www.dhr.alabama.gov, click on *Foster Care* under *Quick Links*, then *Services* and *Resource Management Division.*

I. Submit monthly reports to referring county DHR describing services provided during the month and the child's progress toward achieving the goals that are outlined in the treatment plan. Progress notes shall be received by the 15th day of the following month.

J. Work with the placing DHR county office to ensure that the EPSDT screening is completed according to schedule; update EDS software with the provider number and screening dates, as appropriate; provide copy of screening to county DHR.

K. Ensure that children receive needed educational services, including 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, residents, transportation to school, and access to alternative educational settings as identified in the ISP.

L. Ensure that children receive routine and emergency medical care.

M. Make every effort to maintain the placement of a child/youth until the treatment goals are accomplished, or child is stable and permanency has been identified, unless there is clear documented evidence that a child is a danger to himself or others. At least thirty (30) days in advance, vendors must notify State DHR – Division of Resource Management, Office of Resource Development and Utilization the of their intent to issue the placing county agency a proposed discharge. State DHR must concur with the vendor's reasoning for the discharge request, and an ISP Team meeting must be held prior to discharge.

N. In conjunction with the ISP team, the vendor must develop a discharge plan to include a recommendation for aftercare. The discharge plan must be developed at the time of placement.

O. Submit outcome data monthly in a format prescribed by SDHR-Division of Resource Management, Office of Resource Development and Utilization.

P. Administer a survey at discharge to 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 to SDHR-Division of Resource Management, Office of Resource Development and Utilization and must include any program changes instituted as a result of the survey process.

Q. Vendor must include credentials and training of individuals providing service.

H. Vendor must provide procedures for use of utilizing restraints and confinement.

I. Vendor must provide the contact information for intake staff, Directors, and Chief Executive Officers if needed for after hour emergencies.

3.3 CORE SERVICES FOR MODERATE RESIDENTIAL PROGRAMS

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

A. Follow the policy set forth by Alabama Department of Human Resources to follow the federal drug protocol mandate. The policy will provide guidelines for informed consent, minimum and maximum

dosage guidelines, prior approval protocols, use of PRN medications, notification regarding medication dosage changes, and required medication testing and monitoring.

B. Provide basic living skills training a minimum of two (2) hours daily in accordance with the outcomes identified in the ISP for activities including the development, or improvement and reinforcing of age-appropriate social, communication and behavioral skills. Individual goals in each of these therapeutic areas must be taken from needs identified as deficits for the child and should be authorized in the context of the ISP.

C. Provide Reasonable, Prudent Parenting Standards (RPPS) training for new employees and as a refresher to staff annually.

D. Provide local transportation to appointments such as physicians, counseling, extra-curricular, family visits, etc. as identified in the ISP. **The county DHR is responsible for transportation that is not local. The county DHR is responsible for assessing the progress or lack of progress of family visits. If a vendor is supervising visits the worker should be reviewing the reports of the visits and periodically observe the interactions themselves due to required court testimony to support any recommendation made by the county.**

E. Consistent with the ISP, ensure the child's involvement in at least one extra-curricular activity of the child's or youth's own choosing, e.g. band, karate, various sports, Boy or Girl Scouts, etc. **DHR will be responsible for payment of the activity, while the contracting agency will provide the transportation and support for the child's participation.**

F. 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.**

G. Provide up to $50.00 per month for special needs and occasions, e.g. haircuts, feminine hygiene products, oral and body hygiene products, over-the-counter medications, gifts for birthdays, Christmas or other special occasions, etc. Anything above $50.00 per month must be paid by the county DHR office.

H. Conduct mental health consultations with DHR, counselors, teachers, and other professionals relevant to foster children not to exceed the daily caps in the Medicaid Provider Manual.

I. Make at a minimum bi-weekly contact with the therapist of the child or family to monitor progress or outcomes in counseling.

J. Provide supportive services to the family as agreed in the ISP. This may include but not limited to supervision of family visitation, providing space where the family can visit comfortably, and flexibility of program structure that allows family contact at times that work for them. **(See C for additional information about family visits.)**

K. Consistent with the ISP, provide bi-weekly group therapy sessions for children.

L. Consistent with the ISP, provide two (2) hours per week of tutoring by a person qualified to offer specialized assistance in a certain subject; monitor the tutoring for the achievement of outcomes in the child's educational setting.

M. Provide up to four (4) hours per week of crisis intervention, as needed.

N. Provide individual counseling, as needed and authorized in the ISP, to meet the child's treatment goals. Individual counseling must be provided by a qualified professional that meets the definition as described in Chapter 105 of the Medicaid Manual.

O. Provide family counseling, as identified in the family's ISP.

P. Ensure that a physician's assessment is performed by a qualified medical staff, when needed and identified in the family's ISP.

Q. Ensure that diagnostic testing is provided by qualified staff (**Must be signed off by a licensed Ph.D. level psychologist).**

R. Provide State DHR-Resource Development, Office of Licensing with incident reports on all children in DHR custody. The incidents listed below must be reported to the Office of Licensure within 24 hours after occurrence or the first work day following the occurrence, whichever is sooner. This includes reports that are made to Department of Mental Health (DMH) from an approved licensed DMH facility.

- Any injury requiring professional medical treatment of any child or staff person while at the facility or away from the facility activities.
- Any illness occurring at the facility or during away from the facility activities which requires emergency medical treatment.
- Any death occurring at the facility or during away from the facility activities.
- Major damage to the facility.
- Any litigation involving the facility.
- Any traffic accident involving facility children using transportation provided by the facility.
- Any arrest or conviction of the licensee or any staff person.
- Final disposition of any child abuse/neglect investigation involving the facility, the licensee, or any staff person.
- Any incident occurring which places the health, welfare or safety of a child at risk.

A detailed written report is to be provided to the Department within five (5) days.

S. All staff is required by law to report any known or suspected child abuse or neglect allegations to the County Department of Human Resources or the local chief of police or county sheriff. The report must be made immediately by telephone or direct oral communication, followed by a written report, containing all known information.

The Executive Director of the facility must advise the Alabama Department of Human Resources-Division of Resource Management, Office of Licensure, about the report no later than the first work day following the alleged incident. For more information regarding items Q and R, please see the Minimum Standards for Residential Child Care Facilities.

Note: All services provided above and beyond the core services listed, must be authorized by the ISP and on a DHR-1878 to authorize payment of such services.

All services billed as Medicaid Rehab services must be in compliance with Chapter 105 of the Medicaid Provider Manual and are not to exceed the daily caps. Vendors must understand and acknowledge that they may, in certain circumstances and in accordance with the county department's procedures, bill the county department for certain ancillary services. Ancillary services are defined as services, outside of program requirements and core services, needed by the child and authorized by the ISP.

3.4 RESPONSIBILITIES OF THE DEPARTMENT OF HUMAN RESOURCES

A. DHR is responsible for visiting each child at least once a month. Additional visits could be warranted if directed in the ISP or if a child's status changes

B. DHR is responsible for conducting ISP's per policy and distributing a copy of the plan within the required ten (10) days.

C. DHR is responsible for participating in the treatment plan when possible and reviewing the child's treatment plan and incorporating into the ISP.

D. DHR is responsible for all aspects of a child's medical care. This includes the following:

1) Prescription medications – the county is responsible for ensuring that each child receives prescribed medication through Medicaid, payment through child's earmarked funds, payment through flex funds and etc. No child should be without medicine due to lack of funds. If a child is prescribed psychotropic medications the county department is responsible for monitoring these medications and following the Oversight of Psychotropic Medication for Children in Foster Care; Title IV-B Health Care Oversight & Coordination Plan (http://www.acf.hhs.gov/sites/default/files/cb/im1203.pdf) that is mandated by the Federal government.

2) Doctor's appointments – the county is responsible for ensuring that each child receives the required medical treatment needed.

3) Surgery – the county is responsible for being present when a child is having surgery of any type when that is planned. The county is responsible for the decisions and the follow up. The county is responsible for discharge planning. The Code of Alabama gives the Department full authority to make health and medical decisions without court approval. The county may sign health forms as agent of DHR consenting to medical procedures. For children in the Department's permanent custody, the adoption consultant should be notified of new information such as medical changes/issues per Adoption Policy – section on Termination of Parental Rights, page 11.

4) Emergency treatment – providers will initiate emergency attention and treatment for a child requiring immediate medical attention, but the county is responsible for seeing the child as soon as possible and determining that appropriate care is being received. The county is responsible for follow up and discharge planning.

5) The county department is responsible for ensuring the child's eligibility for Medicaid and or private insurance coverage if not eligible for Medicaid.

6) The county department is responsible for the EPSDT periodic screening and inter-periodic screenings for children in custody. The county department is responsible for the initial medical exam which can be obtained through the periodic screening.

7) Psychological – a current psychological is required for placement in TFC, Moderate, Intensive or Intensive Enhanced types of placements. The psychological should be updated every two years after the initial placement, which should support either step down or movement up in intensity of care.

E. VISITATION/TRANSPORTATION – Core services requires that the vendor assist with local transportation. The county is responsible for transportation that is not local. The county is responsible for assessing the progress or lack of progress of family visits. If a vendor is supervising visits the worker should be reviewing the reports of the visits and periodically observe the interactions themselves due to required court testimony to support any recommendation made by the county.

F. CLOTHING – The county department is responsible for ensuring that the child has the required initial clothing and works with the provider to address any specific clothing needs over the time of the placement, such as for extracurricular activities, school requirements, and etc. Community resources should be accessed if there are no private earmarked funds or other funding sources to cover the expenditures needed for the child.

G. EXTRA CURRICULAR ACTIVITIES - Consistent with the ISP, ensure the child's involvement in at least one extra-curricular activity of the child's or youth's own choosing, e.g. band, karate, various sports, Boy or Girl Scouts, etc. DHR will be responsible for payment of the activity, while the contracting agency will provide the transportation and support for the child's participation. The Department can use a child's private earmarked funds, the foster care trust fund, ILP funds, or flex

funds to pay for items such as musical instruments, lessons, sports equipment, etc. The ISP should address the activity for the child.

H. Provide up to $50.00 per month for special needs and occasions, e.g. haircuts, feminine hygiene products, oral and body hygiene products, over-the-counter medications, gifts for birthdays, Christmas or other special occasions, etc. **Anything above $50.00 per month must be paid by the county DHR office.**

I. The county is responsible for requesting to exceed the Medicaid limits from State Office (Quality Assurance Division) if the child requires that level of services.

3.5 REJECT/CLOSURE POLICY

Each proposal must define how the program will meet the following criteria for rejections and **closures within** the program. (Just a statement that they will not occur will not suffice for explanation of how these requirements will be met.)

A. **Rejections:** A Vendor will be able to reject no more than 10% of the referrals **appropriate for TLP-ILP Programs (as determined by DHR)** in any **program** year, except when it can be documented that there are no available slots.

B. **Closures:** A Vendor will be allowed to **request case closure if it can be demonstrated that the child is not benefitting from the program's treatment milieu.** Any immediate closures by the program must either be an ISP team decision or approved by SDHR. **An unusually high closure rate (more than 5%) for other than successful closure, will result in discussion about the continued viability of the contract agreement.**

3.6 OUTCOMES

It is expected that all outcomes will be directly related to safety, permanency and well-being. General outcomes that will be measured by all Vendors are:

A. The percentage of the children stabilized and stepping down to a less restrictive placement within nine (9) months of program entry.
B. The percentage of the children served annually that maintain or increase their level of functioning as measured by the Global Assessment of Functioning Scale (GAF) or the Modified Global Assessment of Functioning Scale (MGAF) (75% or better, is the expectation).

Other possible outcomes that could enhance the Vendor's response to this section would include outcomes addressing:

A. Safety and risk reduction
B. Permanency/stability of living situation
C. Supportive and healthy peer relationships
D. Education and life-skill status
E. Outcome measures of child well-being

Proposals must indicate what remedial measures a program will take if these outcomes are not attained, as well as how the program will ensure that successes in placements will improve above this threshold, once the program has become operational. Vendors accomplishing a higher rate of stabilization may receive additional slots, if needed; and Vendors not meeting this threshold may receive a reduction in the contracted slots that they may provide.

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 be single-spaced, incorporating 1-inch margins, typed using Times New Roman (font), size 12, and in 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 W-9 AND THE LEGAL STATUS LETTER/CP575 OR TAXPAYER IDENTIFICATION NUMBER

The Table of Contents must be followed by a copy of **W-9** and the **Legal Status Letter** 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

Legal Status Form or W-9 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. Provide documentation that each employee has had an Alabama Bureau of Investigation (ABI) and a Federal Bureau of Investigation (FBI) criminal background check. 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 2017 and letters from the auditor(s) who performed the 2016 and 2015 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 an outline of the entire curriculum. Vendor should include 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. *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.* ***Selected vendors must be fully operational on October 01, 2019.***

4.2.5.3.3 Pre-Assessment and Intake

Vendor should provide a flow chart demonstrating the youth's entry as well as the youth's successful discharge from the program. Vendor should also provide the Department with a list of infractions and penalties that a youth may encounter through the progression of the program. **Vendors should provide a detailed timeline of daily activities for a week from the time the youth awakens to bedtime.**

4.2.5.3.4 Referral / Admission Policy

Vendors must describe the population of children that will be accepted/ referred into the proposed program; include, age, sex and type(s) of behavior. At a minimum, the children accepted/ or referred into the proposed program must resemble the children described in section 3.0 of this document. Vendors must include a copy of their policies and procedures for admission and intake including criteria for referrals and acceptance into the program.

4.2.5.3.5 Children/Youth to be Served and Number of Slots Proposed

Vendors must identify the gender and age of the population to be served. In addition, vendors must also specify the number of slots (not units of service) they propose to serve. Also include license capacity per proposed site, per gender. Vendors who propose to provide this service at multiple sites or buildings must specify such and include staff and budgets for each site/building.

4.2.5.3.6 Discharge Policy

Vendors must describe the process and criteria for reunification planning with children/families and coordination with the ISP Team; as well as pre-discharge and aftercare planning requirements. State the program's policy on discharge prior to program completion, including emergency discharges. Vendors must state the program's policy concerning re-admission of children. Provide an example of the program's process for moving children through the goals and objectives outlined in an ISP, to include provisions of "step down" to a less restrictive placement.

4.2.5.3.7 Natural Disaster Evacuation/Pandemic Plans

Vendors must include a detailed description of their evacuation plan in case of natural disasters. Plans must clearly state where children will be relocated to if evacuation is necessary. The Department must be aware of the location of the children in its custody at all times. In addition, vendors must include a detailed description of their pandemic plans as they relate to program staff and children being served. Staffing/child ratios must be maintained at all times. All plans must be approved by State DHR.

4.2.5.3.8 Assessment of Benefits and Impact

Describe the process that will used to assess the youth's 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.

4.2.5.3.9 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.

4.2.3.5.10 Reject /Closure Policy

Vendor must describe in their proposal the criteria for rejections and closures within their program. Vendors must submit a brief explanation for denying any child entry into their program to the Resource Management Division – Office of Contracts on a monthly basis. The denial explanation must include: the date of request; name of the county and worker making the request; information on the child(ren); and the date of denial and reason. Selected vendors who deny entry to children who meet the criteria and descriptions as specified in this document may have their slots reallocated and their contracts terminated.

4.2.3.5.11 Outcomes

Vendors must describe outcomes related to safety, permanency and well-being. Vendors will be measured based on the percentage of the children stabilized and stepping down to a less restrictive placement and on the percentage of the children served annually that maintain or increase their level of functioning as measured by the Global Assessment of Functioning Scale (GAF) or the Modified Global Assessment of Functioning Scale (MGAF).

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 Open Trade

The vendor must attest that it is not currently engaged in and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

4.2.5.4.4 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 youth), 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 Examiners of Public Accounts, the State Finance Director and the Office of the Governor.

4.2.5.4.5 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.)

4.2.5.4.6 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.

4.2.5.4.7 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 Memorandum of Understanding (MOU)

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

4.2.5.5.5 Immigration Status Form

The E-verify MOU must be followed by a copy of the **Immigration Status Form.** ***All proposals must include the Immigration Status Form. (Appendix E)***

SECTION 5: COST PROPOSAL

5.0 COST PROPOSAL

The maximum daily rate for providing moderate residential services for children shall be **$143.77. The room and board rate is 30.72 and is included in the maximum daily rate**. 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 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 *October 01, 2019* through *September 30, 2020*; and 2) Year 2 for *October 01, 2020* through *September 30, 2021;* 3) Year 3 for *October 01, 2021* through *September 30, 2022* 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. **2020 will be a leap year, please plan accordingly.** The cost proposal form (*Appendix F*) must be completed indicating a daily rate per child and the number of beds 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 FY20. The Department will be billed directly for services rendered to children who are not eligible for Medicaid.

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. Proposals must receive a minimum score of **850** to be considered for a contract.

	Category	RFP Section	Point Value
Vendor Qualifying Information		**35% of points for a possible 350 points**	
A.	Vendor Profile and Experience	4.2.5.1.1	325
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	*10*
E.	Staff Performance Evaluations and Training	4.2.5.1.5	5
F.	Background Checks	4.2.5.1.6	0
G.	Vendor Financial Stability	4.2.5.2	10
Method of Providing Services		**55% of points for a possible 550 points**	
A.	Service Delivery Approach	4.2.5.3.1	520
B.	Start-up Plan	4.2.5.3.2	5
C.	Pre-Assessment and Intake	4.2.5.3.3	5
D.	Referral/ Admission Policy	4.2.5.3.4	5
E.	Children/Youth to be Served and Number of Slots Proposed	4.2.5.3.4	0
F.	Discharge Policy	4.2.5.3.5	10
G.	Evacuation/Pandemic Plans	4.2.5.3.6	0
H.	Assessment of Benefits and Impact	4.2.5.3.7	5
I.	Office Location	4.2.5.3.8	0
J.	Reject /Closure Policy	4.2.5.3.9	0
K.	Outcomes	4.2.5.3.10	0
J.	Vendor Certifications	4.2.5.4.	0
Cost Proposal		**10% of points for a possible 100 points**	
A.	Cost Proposal	5.0	100

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.

IMMIGRATION CLAUSE: By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowing employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama and any location. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

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.

MERIT SYSTEM EXCLUSION: The vendor must not to be considered a merit system employee and is not entitled to any benefits of the State Merit System.

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.

TERMINATION/ALTERNATIVE DISPUTE RESOLUTION

For any and all disputes arising under the terms of any contract resulting from this procurement, vendors hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including but not limited to, mediation by and through the Attorney General's Office of Administrative hearings or where appropriate, private mediators.

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: IMMIGRATION STATUS FORM

IMMIGRATION STATUS

I hereby attest that all workers on this project are either citizens of the United States or are in a proper and legal immigration status that authorizes them to be employed for pay within the United States.

_____
Signature of Contractor

_____
Witness

APPENDIX F: COST PROPOSAL FORM

Contract Number:		**DHR USE ONLY**	**Taxpayer ID#:**
Agency:			
Address:			
Project Title:			
Budget Period:	**October 01, 2019**	**to**	**September 30, 2022**

I. Rate Information:

Year 1:

A. Proposed Cost for FY20: Number of Moderate Services Slots_____ x $_____ Fixed Rate x 366 Days = $_____ Total Cost for Moderate Services

Year 2:

B. Proposed Cost for FY21: Number of Moderate Services Slots_____ x $_____ Fixed Rate x 365 Days = $_____ Total Cost for Moderate Services

Year 3:

C. Proposed Cost for FY22: Number of Moderate Services Slots_____ x $_____ Fixed Rate x 365 Days = $_____ Total Cost for Moderate Services