



# ALABAMA DEPARTMENT OF HUMAN RESOURCES REQUEST FOR PROPOSALS

PROCUREMENT INFORMATION	
<b>RFP Number:</b> 2009-100-08	<b>RFP Title:</b> <i>Moderate Residential Services for Children</i>
<b>Proposal Due Date and Time:</b> <i>Tuesday, August 25, 2009 12:00 p.m., Central Time</i>	<b>Number of Pages:</b> 37
<b>Procurement Officer:</b> Starr Stewart, Director Phone: (334) 353-4744 E-mail Address: starr.stewart@dhr.alabama.gov Website: http://www.dhr.alabama.gov	<b>Issue Date:</b> <i>Tuesday, July 14, 2009</i>
	<b>Issuing Division:</b> <i>Family Services</i>

INSTRUCTIONS TO VENDORS	
<b>Submit Proposal to:</b> Starr Stewart, Director Policy, Planning and Research Alabama Department of Human Resources Gordon Persons Building, Room 2344 50 Ripley Street Montgomery, AL 36130-4000	<b>Label Envelope/Package:</b> <b>RFP Title/Number:</b> <i>Moderate Residential Services for Children/2009-100-08</i> <b>RFP Due Date:</b> <i>Tuesday, August 25, 2009</i> <b>Special Instructions:</b> <i>Complete the Proposed Service Summary Form and submit with the original proposal.</i>

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

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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](http://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 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](http://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](http://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.*

<b>EVENT</b>	<b>DATE</b>
RFP Issue Date .....	July 14, 2009
Deadline for Receipt of Written Questions.....	July 28, 2009
Deadline for Posting of Written Responses to Questions.....	August 04, 2009
Pre-Proposal Conference (MANDATORY) .....	August 06, 2009
Deadline for Submitting Application for Licensure.....	August 14, 2009
Proposal Due Date.....	August 25, 2009
Evaluation of Proposals.....	September 08 – 15, 2009
Intended Date for Notice of Intent to Award a Contract .....	September 25, 2009
Deadline for DHR Licensure Certification.....	November 30, 2009

## **SECTION 1: PROJECT OVERVIEW AND INSTRUCTIONS**

### **1.0 PROJECT OVERVIEW**

The ALABAMA DEPARTMENT OF HUMAN RESOURCES, (hereinafter referred to as “the Department”) invites qualified vendors to submit a proposal to provide **two hundred fifty (250)** statewide slots of *Moderate Residential Services* to children in the custody of the state. These services must be provided in a congregate care setting, and must consist of room, board and an array of services for children with moderate and/or serious 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. Placements 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”. **Around the clock (twenty-four hour) supervision is required for all children receiving Moderate Residential Services. Twenty-four hour awake staff must be provided to ensure 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 LICENSURE/CERTIFICATION/CREDENTIAL REQUIREMENTS**

Vendors must be licensed by DHR (Residential Child Care Facility License) or Mental Health (Mental Illness Division License). Unlicensed Vendors must submit a completed application for a Residential Child Care Facility License to DHR no later than 3:00 p.m. (CST) **Friday, August 14, 2009**. All applications for licensure by DHR must be submitted to:

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

### **1.3 CONTRACT TERM**

The contract term is for a period of **thirty-three (33)** months beginning **January 01, 2010** and ending **September 30, 2012**. 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 licensed by Monday, November 30, 2009 and must be fully operational on Friday, January 01, 2010.**

## 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:

**Starr Stewart – Policy, Planning and Research**  
**Alabama Department of Human Resources**  
**50 Ripley Street, Room 2344**  
**Montgomery, AL 36130-4000**  
**Telephone Number: (334) 353-4744**  
**E-mail Address: starr.stewart@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) **Tuesday, July 28, 2009**. 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 close of business **Tuesday, August 04, 2009** to all questions received by the deadline **July 28, 2009**. 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](http://www.dhr.alabama.gov) by the close of business on the date listed.

## 1.6 PRE-PROPOSAL CONFERENCE

A mandatory Pre-Proposal Conference will be conducted in the **Auditorium (Plaza Level)**, of the **Gordon Persons Building, 50 Ripley Street, Montgomery, AL 36130** on **Thursday, August 06, 2009** at **10:00 a.m.** Vendors may use this opportunity to ask clarifying questions or obtain a better understanding of the project or to notify the Department of any ambiguity, inconsistency, or error discovered upon examination of this RFP. All responses to questions at the Pre-Proposal Conference will be oral and in no way binding on the Department.

**Note: Transcription services will not be utilized for this conference.**

## 1.7 MANDATORY REQUIREMENTS

All requirements described in this RFP are considered mandatory. Vendor's proposals **must** meet all general and mandatory requirements to be eligible for consideration. The Department will determine whether a



**SECTION 1: PROJECT OVERVIEW AND INSTRUCTIONS**

Vendor's proposal complies with 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 1.7.1 through 1.7.5 will be deemed non-responsive and no other consideration will be given.

**1.7.1 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 1.9.1 *Required Copies and Deadline for Receipt of Proposals*.

**1.7.2 TAXPAYER IDENTIFICATION VERIFICATION**

Vendors must include a legible copy of their taxpayer identification letter from the Internal Revenue Service.

**1.7.3 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 may be downloaded from the State Purchasing website at [www.purchasing.alabama.gov](http://www.purchasing.alabama.gov) for completion. *Click on the Purchasing News link, scroll down to General News and click on the Vendor Disclosure Statement link.* Vendors must include a completed copy of the Disclosure Statement in their proposal.

**1.7.4 IMMIGRATION STATUS FORM**

Vendors must submit a signed copy of the immigration status form with their proposal.

**1.7.5 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.

**1.8 GENERAL REQUIREMENTS**

**1.8.1 ACCEPTANCE OF STANDARD TERMS AND CONDITIONS**

By submitting a response to this RFP, Vendor agrees 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.*

**1.8.2 UNDERSTANDING OF SPECIFICATIONS AND REQUIREMENTS**

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

**1.8.3 PRIME CONTRACTOR/SUBCONTRACTORS**

The prime contractor 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 contractor shall not assign, transfer or subcontract any portion of the contract without the written consent of the Department. The Contractor 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

Contractor. Any awards made as a result of this document will create a contractual relationship between the Contractor and the Department, not the subcontractor.

#### **1.8.4 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.

### **1.9 SUBMITTING A PROPOSAL**

#### **1.9.1 REQUIRED COPIES AND DEADLINE FOR RECEIPT OF PROPOSALS**

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

**Starr Stewart, Policy, Planning and Research  
Alabama Department of Human Resources  
Gordon Persons Building, Room 2344  
50 Ripley Street  
Montgomery, AL 36130-4000**

Proposals must subscribe to the section/subsection headings and numbering format 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 **Moderate Residential Services RFP #2009-100-08. Proposals must be received at the receptionist's desk of Policy, Planning and Research by 12:00 p.m., local time, Tuesday, August 25, 2009. Two business days prior to the due date, proposals may be hand-delivered Monday through Friday 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.**

#### **1.9.2 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.

#### **1.9.3 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.

#### **1.9.4 LATE PROPOSALS**

***Regardless of 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 3<sup>rd</sup> Sp. Sess., p 817, §1.). Any awards resulting from this RFP will be made based on stated evaluation criteria. The weight assigned to each criterion denotes the relative importance of that criterion. No criteria, other than that identified in this RFP, will be used.

### **2.1 VENDOR COMPETITION**

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

### **2.2 NONDISCRIMINATION**

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

### **2.3 IMMIGRATION STATUS**

Vendor's authorized person(s) within the agency must sign and submit *Appendix D* on the immigration status of all workers to be employed for the services described in this procurement. Vendors must attest that all workers will be citizens of the United States or at the time of employment will be in a proper and legal immigration status that authorizes them to be employed for pay within the United States.

### **2.4 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.

### **2.5 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. The Vendor's Legal Counsel must use the Department of Human Resources "Affidavit for Trade Secret Confidentiality" form (*Appendix C*) when requesting the trade secret claim.

**SECTION 2: STANDARD INFORMATION**

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.

## **2.6 PRE-SCREENING AND EVALUATION OF PROPOSALS**

### **2.6.1 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.

### **2.6.2 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.

## **2.7 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.

## **2.8 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.

## **2.9 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.

## **2.10 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.

## **2.11 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:

### **2.11.1 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.

### **2.11.2 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.

### **2.11.3 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.

### **2.11.4 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.

### **2.11.5 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.

### **2.11.6 ORAL PRESENTATIONS**

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

### **2.11.7 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](http://www.dhr.alabama.gov) under this RFP link.

### **2.11.8 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.

### **2.11.9 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

**SECTION 2: STANDARD INFORMATION**

qualified to carry out the obligations of the contract. This includes the Department's ability to reject the proposal based on negative references.

**2.11.10 DISCLAIMER**

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

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

## **SECTION 3: SCOPE OF PROJECT**

### **3.0 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 and/or serious 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 level program must have a Diagnostic & Statistical Manual, Fourth Edition (DSM-IV) 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 habitually 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.

These children have not responded successfully to less restrictive interventions or have been denied admission or discharged from less intensive placements because of their emotional or behavioral problems. The behavior of these children is not well controlled without constant adult supervision. Some children may be in need of psychotropic medication. Children in this level of placement are basically healthy however; routine medical attention for minor health problems or for monitoring medication may be required.

At this level, children 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 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; basic structure and nurturance are not sufficient.

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

### **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 Department of Human Resources of such deficiencies.

### 3.2 PROGRAM REQUIREMENTS

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

- A. Be licensed by DHR or Mental Health. **Vendors, who do not have a current license, must include a copy of their application for licensure with their proposal. All applications for licensure must be submitted by 3:00 p.m. (CST)Friday, August 14, 2009 to:**

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

- B. Screen referrals to ensure appropriate placements to ensure they meet the criteria listed above. **All children meeting the criteria shall be considered for placement. Rejections shall be reported to the county and to SDHR 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 10 days from admission date; the comprehensive treatment plan developed within 30 days from admission date; and, a treatment plan review held every 90 days thereafter. (Note: The discharge plan shall be developed at the time of placement.)
- E. Develop an individualized behavioral management plan for the child or youth with input and collaboration with the family's ISP Team. Implement and monitor the behavior management plan.
- F. Provide staff (rotating & awake) to be available for children 7 days a week, 24 hours a day.
- G. 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 Departments website at [www.dhr.alabama.gov](http://www.dhr.alabama.gov), click on *Foster Care* under *Quick Links*, then *Services* and *Resource Management Division*.
- H. 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 15<sup>th</sup> day of the following month.
- I. Work with the placing DHR 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.
- J. Ensure that children are receiving 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.
- K. Ensure that child receives routine and emergency medical care.



**SECTION 3: SCOPE OF PROJECT**

- L. Make every effort to maintain the placement of a child/youth until the treatment goals are accomplished. Unless there is clear documented evidence that a child is a danger to himself or others, and an ISP Team meeting must be held prior to discharge.
- M. 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.
- N. Submit outcome data monthly in a format prescribed by SDHR.
- O. Administer a survey at discharge a survey 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 and must include any program changes instituted as a result of the survey process.

### **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. Monitor and administer medication, as appropriate to meet the needs of the individual child.
- B. Provide basic living skills training a minimum of 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 local transportation to appointments such as physicians, counseling, extra-curricular, family visits, etc. as identified in the ISP.
- D. 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.**
- E. 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.**
- F. Provide up to \$50 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 per month must be paid by the county DHR.
- G. Conduct mental health consultation with DHR, counselors, teachers, and other professionals relevant to foster children not to exceed the daily caps in the Medicaid Provider Manual.
- H. Make at a minimum, bi-weekly contact with the therapist of the child or family to monitor progress or outcomes in counseling.
- I. Provide supportive services to the family as agreed in the ISP. This may include but is 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.
- J. Consistent with the ISP, provide bi-weekly group therapy sessions for children.
- K. Consistent with the ISP, provide 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.

**SECTION 3: SCOPE OF PROJECT**

- L. Provide up to 4 hours per week of crisis intervention, as needed.
- M. 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.
- N. Provide family counseling, as identified in the family's ISP.
- O. Ensure that a physician assessment performed by a qualified medical staff, when needed and identified in the family's ISP.
- P. Ensure that diagnostic testing is provided by qualified staff (**Must be signed off by a licensed Ph.D. Level psychologist**).

*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.*

## **SECTION 4: PROPOSAL FORMAT AND INSTRUCTIONS**

### **4.0 PROPOSAL REQUIREMENTS**

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

### **4.1 COMPLETENESS OF PROPOSALS**

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

### **4.2 PROPOSAL FORMAT**

Proposals must not exceed **one hundred (100) pages**, including attachments, and must be single-spaced, incorporating 1-inch margins, typed using Times New Roman (font), size 12. Proposals must be printed/copied onto one side of standard (8½ x 11) white typing/copier paper. *Paragraphs must be double-spaced.* All proposals must include labeled tabs that correspond with the bolded sections and subsections to which the information pertains. ***Do not use tabs with the 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.

*Note: Proposals that exceed the one hundred page limit may be disqualified or the excessive pages may be removed. Do not number tab/page dividers.*

#### **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. The vendor must 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 and continue through to the last page of the proposal, including all attachments and *excluding tab/page dividers.* Page numbers should be placed in the left corner of the bottom margin.

#### **4.2.3 LEGAL STATUS FORM/TAXPAYER IDENTIFICATION NUMBER**

The Table of Contents must be followed by a copy of the **Legal Status Form**. *This form is issued by the IRS and denotes an organization's legal status (i.e., non-profit, for-profit, corporation, etc.) and includes the Federal Employee Identification Number (FEIN).* If the Legal Status Form is not 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. (Do not number this page).

#### **4.2.4 LICENSES/CERTIFICATES/CREDENTIALS**

The Request for Taxpayer Identification Number form should be followed by a copy of all required **Licenses, Certificates, and/or 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 should be followed by the **Technical Proposal**. Technical proposals 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**

The 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. The Vendor must list all names it has used when conducting business. The Vendor 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. The Vendor must provide an organizational profile including: positions/titles, number of employees, form of business (e.g. individual, sole proprietor, corporation, non-profit corporation, limited liability company), and a complete list of its governing board.

###### **4.2.5.1.2 Past and Present Contractual Relationships with the Department**

The Vendor shall describe any past or present contractual relationship it may have or has had with the Department or any other state agency during the past three years. If the Vendor, its predecessor, or any party named in the Vendor's responses to this document has contracted with any department within the state government during the past three years, identify the contract number and/or 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, state agency by which employed, job title of position held with the State, and separation date. 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 shall 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.

*Note: 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.*

#### **4.2.5.1.4 Project Staff/Resumes/Job Descriptions**

The Vendor must submit job descriptions 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. The Vendor must indicate that it has 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 vendor.

#### **4.2.5.1.5 Staff Performance Evaluations and Training**

Vendors must describe its 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 that the Vendor will take to ensure that none of its staff, regardless of level, has been the subject of any incident or investigation which would call into question the propriety of that employee's working with children. 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 include letters of audit findings/results from the auditor(s) who performed the last **three (3)** financial audits immediately preceding the issuance of this RFP. *Copies of audits may be requested at a later date.* Vendors of newly formed organizations, who have been in business less than one year must submit copies of any quarterly financial statements 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**

The Vendor must provide a detailed description of the work plan and the methods to be used that will convincingly demonstrate to the Department what the Vendor intends to do, the number of children/youth and/or families to be served, the timeframes necessary to accomplish the work, and how the work will be accomplished. *All requirements in Section 3: Scope of Project must be addressed in the Service Delivery Approach.*

##### **4.2.5.3.2 Start-up Plan**

All 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*. ***Vendors who are not currently licensed by DHR must certify that they will be licensed by Monday, November 30, 2009.***

#### **4.2.5.3.3 Referral, Admission and Exclusion Policy**

Vendors must describe the population of children that will be accepted into the proposed program; include, age, sex and type(s) of behavior. Vendors must include a copy of their policies and procedures for admission and intake including criteria for referral and acceptance into the program. Describe specific criteria for exclusion from the program.

#### **4.2.5.3.4 County/Counties to be Served and Number of Slots Proposed**

Vendors must identify the **specific county/counties** to be served and specify 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.

#### **4.2.5.3.5 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.

#### **4.2.5.3.6 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.

#### **4.2.5.3.7 Assessment of Benefits and Impact**

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

#### **4.2.5.3.8 Office Location**

The Vendor must provide the physical address of the Vendor's office that will be responsible for maintaining records and performing services under a contract with the Department in the event the Vendor becomes the Contractor.

#### **4.2.5.4 VENDOR CERTIFICATIONS**

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

#### **4.2.5.4.1 Revolving Door Policy**

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

#### **4.2.5.4.2 Debarment**

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

#### **4.2.5.4.3 Standard Contract**

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

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

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

#### **4.2.5.4.5 Financial Accounting**

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

#### **4.2.5.4.6 Vendor Work Product**

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

#### **4.2.5.5 ATTACHMENTS**

Vendors must include all applicable forms identified below as attachments (i.e., Attachment A, B, C, etc), applicable forms must follow the Technical Proposal.

##### **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 D*), if applicable.

##### **4.2.5.5.3 IMMIGRATION STATUS FORM**

The Trade Secret Affidavit, if applicable must be followed by a completed copy of the **Immigration Status Form**.

## SECTION 5: COST PROPOSAL

### 5.0 COST PROPOSAL

The per diem rate for each slot shall be no more than **\$140.00**. *Any proposal with a cost above this rate shall 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 the total amount of compensation that will be required to provide this placement with the program requirements and the core services outlined in this document. The Form to Establish a Rate for Service (*Appendix E*) 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 FY10. The Department will be billed directly for services rendered to children who are not eligible for Medicaid.

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



**SECTION 6: EVALUATION CRITERIA**

**6.0 EVALUATION CRITERIA**

The evaluation committee will review and evaluate the proposals according to the following criteria based on a **maximum possible value of 1,000 points**. Proposals failing to meet the requirements of this RFP may be deemed non-responsive or subject to point deductions. Proposals must receive a minimum score of 850 to be considered for a contract. The point value assigned to each component of the **Technical Proposal** will be based on the following scoring scale:

<b>Category</b>	<b>RFP Section</b>	<b>Point Value</b>
<b>Vendor Qualifying Information</b>		<b>35% of points for a possible 350 points</b>
A. Vendor Profile and Experience	4.2.5.1.1	200
B. Past and Present Contractual Relationships with the Department	4.2.5.1.2	0
C. Contract Performance	4.2.5.1.3	<i>To be Determined</i>
D. Project Staff/Resumes/Job Descriptions	4.2.5.1.4	50
E. Staff Performance Evaluations and Training	4.2.5.1.5	50
F. Background Checks	4.2.5.1.6	25
G. Vendor Financial Stability	4.2.5.2	25
<b>Method of Providing Services</b>		<b>65% of points for a possible 650 points</b>
A. Service Delivery Approach	4.2.5.3.1	475
B. Start-up Plan	4.2.5.3.2	75
C. Referral, Admission and Exclusion Policy	4.2.5.3.3	25
D. County/Counties to be Served and Number of Slots Proposed	4.2.5.3.4	0
E. Discharge Policy	4.2.5.3.5	25
F. Evacuation/Pandemic Plans	4.2.5.3.6	0
G. Assessment of Benefits and Impact	4.2.5.3.6	25
H. Office Location	4.2.5.3.7	0
I. Vendor Certifications	4.2.5.4.	0
<b>Cost Proposal</b>		
A. Cost Proposal	5.0	0

## **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 3<sup>rd</sup> Sp. Sess., p 817, §1.)

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

**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.

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

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

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

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

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

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

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

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



**APPENDIX 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

**APPENDIX C: TRADE SECRET AFFIDAVIT**

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.

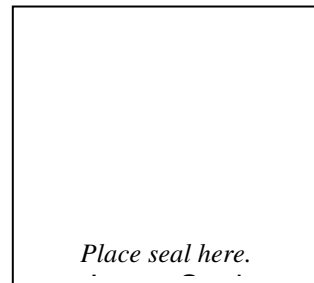
\_\_\_\_\_  
Affiant's Signature

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: IMMIGRATION STATUS FORM**

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 E: FORM TO ESTABLISH RATE FOR SERVICE**

**VENDOR NAME:** \_\_\_\_\_

**Budget Recap of Expenses**

**I. PERSONNEL**

A. Salaries (Attach Personnel Addendum) \_\_\_\_\_

B. Fringe Benefits: \_\_\_\_\_

**II. SUBCONTRACTED SERVICES**

A. Consultants: \_\_\_\_\_

B. Audit Service: \_\_\_\_\_

C. Other (Identify) \_\_\_\_\_

**III. TRAVEL**

A. Mileage (Show rate of Reimbursement) \_\_\_\_\_

B. Per Diem (Show Rate of Reimbursement) \_\_\_\_\_

**IV. SPACE**

A. Telephone \_\_\_\_\_

B. Rent (include copy of lease) \_\_\_\_\_

C. Use Allowance (No More than 2% of  
Acquisition Cost/Year) \_\_\_\_\_

D. Rental Rate System \_\_\_\_\_

E. Utilities \_\_\_\_\_

F. Maintenance of Building/Grounds \_\_\_\_\_

G. Minor Repairs to Building \_\_\_\_\_

**V. SUPPLIES**

A. Office \_\_\_\_\_

B. Household \_\_\_\_\_

C. Recreational \_\_\_\_\_

D. Educational \_\_\_\_\_

E. Medical \_\_\_\_\_

F. Personal Care \_\_\_\_\_



**VI. EQUIPMENT**

- A. Rental (include rental agreement) \_\_\_\_\_
- B. Repair \_\_\_\_\_
- C. Depreciation  
(Attach Depreciation Addendum) \_\_\_\_\_

**VII. OTHER**

- A. Insurance \_\_\_\_\_
- B. Vehicle Operation \_\_\_\_\_
- C. Taxes \_\_\_\_\_
- D. Food in Excess of USDA \_\_\_\_\_
- E. Other Allowable Costs \_\_\_\_\_
- F. Specify General Categories \_\_\_\_\_

**VIII. TOTAL PROGRAM COST** \_\_\_\_\_

**IX. PROGRAM INCOME. Please report all income from all sources available to your program.**  
(Detail Sources)

_____	_____	_____
_____	_____	_____
_____	_____	_____

**X. CAPACITY INFORMATION**

- A. License Capacity \_\_\_\_\_
- B. Slots Allocated to DHR \_\_\_\_\_
- C. Slots Allocated to Other Contracts \_\_\_\_\_

**XI. RATE OF INFORMATION**

- A. Proposed \_\_\_\_\_ Slots at \$ \_\_\_\_\_ Fixed Rate for  
\$ \_\_\_\_\_ Total Allocation

## **APPENDIX F: INSTRUCTIONS FOR FORM TO ESTABLISH RATE FOR SERVICE**

### **I. PERSONNEL**

- A. **Salaries.** Total all salaries paid to staff person working under this contract. The figure should not include fringe and should equal the total reflected on the Personnel Addendum, which must be attached to this form.
- B. **Fringe Benefits.** Total fringe benefits provided for employee (FICA, Work Comp., Health Insurance, etc. – each detailed)

### **II. SUBCONTRACTED SERVICES**

- A.-C. These lines are to be used when the main contracting agency has a written agreement with another party to supply some services; for example, a contract with a psychiatrist to provide therapeutic consultation, or a contract with an accounting firm to perform an audit.

### **III. TRAVEL**

- A. **Mileage.** Use this line to reflect staff travel as well as the rate of reimbursement.
- B. **Per Diem.** Use this line to reflect costs associated with travel such as meals, overnight stay, etc., when away from base station.

### **IV. SPACE**

- A. **Telephone.** List actual costs when the phone is used solely for the contract program. When the contract program is part of a larger operation, the monthly charges should be prorated using sound accounting principles. Do not include deposit fees in this cost.
- B. **Rent.** Use this line if the contract is occupying privately-owned buildings and being charged rent. If the contract program is occupying only a portion of the building(s), rent should be prorated using sound accounting principles.
- C. **Use Allowance.** This line should be used when the program occupies a building it owns. The program may not claim more than 2% of acquisition cost per year.
- D. **Rental Rate System.** This line should be used when a contractor is purchasing the building housing the contract program. It should include only taxes and interest incurred, not any of the principal. (Include a copy of the lease for the properties)
- E. **Utilities.** List the cost of utilities for the program. Utilities should be prorated on the same basis as rent.
- F. **Maintenance of Buildings and Grounds.** This line should be used for the cost of persons such as janitor, lawn keeper, or maintenance person(s) when this person(s) is not employed on a regular basis.
- G. **Minor Repairs to Buildings.** List repair costs necessary for the upkeep of buildings/property which neither add to the permanent value of the property nor appreciably prolong its intended life, but keep it in efficient operating condition.

### **V. SUPPLIES**

- A.-C. Use these lines to list the cost of supplies by category for the contract program.

- D. **Educational.** This line should include the cost of pencils, paper, notebooks, etc., for the participants at the program, which are not included as part of an educational program.
- E. **Medical.** Use to show the cost of non-prescription medical supplies such as aspirin, bandages, vitamins, etc.
- F. **Client Personal.** This line should reflect costs of items purchased for clients, such as clothing, shoes, deodorant, etc, that are of a personal nature.

## **VI. EQUIPMENT**

- A. **Rental.** List any costs associated with the rental of equipment used specifically for the contract program and **include a copy of the rental agreement.**
- B. **Repair.** See Section IV-G of these instructions.
- C. **Depreciation:** Fixed rate providers cannot claim the cost of equipment purchases. A depreciation schedule must be set up on all equipment purchased. The total depreciation claimed for the current fiscal year should be shown on this line. Supplementary information is required on the Depreciation Addendum.

## **VII. OTHER**

- A. **Insurance.** List the total of all allowable costs for insurance. Do not include the cost of liability insurance and life insurance if it is not group coverage for the staff in general (no individual policies).
- B. **Vehicle Operation.** Use this line to report all costs associated with vehicle operation, (gas, oil, tires, tune-up, etc.).
- C. **Taxes.** List taxes associated with program operation.
- D. **Food in Excess of USDA.** Use this line to show food costs over and above amounts received by USDA. If no USDA is received, list total food costs.
- E. **Other Allowable Costs.** This line should be used to list any other costs identified as allowable costs that have not been shown elsewhere. Specify general cost categories.

## **VIII. TOTAL PROGRAM COSTS.** The total of all allowable costs.

## **IX. PROGRAM INCOME.** List the source and the amount of all income to the program for the next year (United Way, Trust Fund, etc.).

## **X. CAPACITY INFORMATION.** Self-Explanatory.

## **XI. RATE INFORMATION.**

- A. **Proposed.** List the number of slots, and rate you are requesting for the upcoming fiscal year to arrive at the allocation total.



			..... .....		
					\$
					\$
				<b>Subtotal Fringe Benefits:</b>	\$
				<b>TOTAL PERSONNEL:</b>	\$
<b>2. SUBCONTRACTS (All subcontracts require the Department's prior written approval.)</b>					<b>TOTAL DHR SHARE</b>
					\$
					\$
					\$
					\$
					\$
					\$
					\$
					\$
					\$
				<b>TOTAL SUBCONTRACTS:</b>	\$
				<b>Rental/Lease</b>	\$
				<b>Repairs</b>	\$
				<b>Maintenance Agreements</b>	\$
				<b>Use Allowance</b>	\$
				<b>Office Furniture</b>	\$
				<b>Office Furnishings</b>	\$
				<b>Other (specify)</b>	\$
				<b>TOTAL EQUIPMENT:</b>	\$