



# ALABAMA DEPARTMENT OF HUMAN RESOURCES REQUEST FOR PROPOSALS

PROCUREMENT INFORMATION	
<b>RFP Number:</b> 2020-400-02	<b>RFP Title:</b> <i>Adult Day Care Services-Jefferson-Madison</i>
<b>Proposal Due Date and Time:</b> <i>Thursday, June 04, 2020 12:00 p.m., Central Time</i>	<b>Number of Pages:</b> 33
<b>Procurement Officer:</b> Vicki Cooper-Robinson, Procurement Manager Phone: (334) 353-2471 E-mail Address: <a href="mailto:vicki.robinson@dhr.alabama.gov">vicki.robinson@dhr.alabama.gov</a> Website: <a href="http://www.dhr.alabama.gov">http://www.dhr.alabama.gov</a>	<b>Issue Date:</b> <i>Thursday, April 23, 2020</i>
	<b>Issuing Division:</b> <i>Adult Protective Services</i>
INSTRUCTIONS TO VENDORS	
<b>Submit Proposal to:</b> 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	<b>Label Envelope/Package:</b> <b>RFP Title/Number:</b> <i>Adult Day Care Services-Jefferson-Madison/2020/400-02</i> <b>Proposal Due Date:</b> <i>Thursday, June 04, 2020</i>
	<b>Special Instructions:</b> <i>Vendors must complete the 2020 Adult Day Care Services Proposal posted on the Department's web site.</i>
VENDOR INFORMATION	
(Fill in the information fields below and return this form with RFP response)	
<b>Vendor Name/Address: (no P.O. Boxes)</b>	<b>Authorized Vendor Signatory:</b>
<b>DUNS NUMBER:</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>
<b>Indicate whether this proposal is an original or a copy.</b> <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’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](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>
<b>RFP Issue Date.....</b>	<b>April 23, 2020</b>
<b>Deadline for Receipt of Written Questions.....</b>	<b>May 07, 2020</b>
<b>Deadline for Posting of Written Responses to Questions .....</b>	<b>May 14, 2020</b>
<b>Proposal Due Date .....</b>	<b>June 04, 2020</b>
<b>Evaluation of Proposals and Selection of Vendors .....</b>	<b>June 16-19, 2020</b>
<b>Intended Date for Notice of Intent to Award a Contract .....</b>	<b>July 31, 2020</b>

## SECTION 1: PROJECT OVERVIEW AND INSTRUCTIONS

### 1.0 PROJECT OVERVIEW

The ALABAMA DEPARTMENT OF HUMAN RESOURCES, (hereinafter referred to as “the Department”) seeks qualified vendors to provide Adult Day Care Services in the following counties: Jefferson and Madison, Counties in Alabama. Recipients of these services are adults who are at risk of abuse, neglect, or exploitation or institutionalization. Adult Day Care offers supervised care in a protective setting for adults who are in need of supervision and/or care outside of the home for a portion of a 24-hour day. 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, 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 to include: two (2) years’ experience working with government information systems project(s) and three (3) years’ experience with application design, development, and implementation of systems of similar size, scope, and complexity; 3) possess the skills needed to perform the services described in this RFP; and, 4) meet the terms and conditions of the RFP. In addition, applicants must demonstrate the ability to manage Department funds in accordance with Federal and State regulations and guidelines.

### 1.2 REQUIRED LICENSURE/CERTIFICATION/CREDENTIAL

There are no licensure, certification or credential requirements for this procurement.

### 1.3 CONTRACT TERM

The contract term is for a period of three (3) years beginning October 01, 2020 and ending September 30, 2023. 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 Thursday, October 01, 2020.

### 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**  
**Resource Management Division-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](mailto: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) *Thursday, May 07, 2020*. 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 *Thursday, May 14, 2020* to all questions received by the deadline on *May 07, 2020*. 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 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 1.6.9 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.**

### 1.6.2 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*.

### 1.6.3 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 C*) must be included.

### 1.6.4 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](http://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. (*See Appendix B*)

### **1.6.5 CERTIFICATE OF COMPLIANCE**

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

### **1.6.6 E-VERIFY MOU**

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

### **1.6.7 IMMIGRATION STATUS FORM**

Vendors must submit a completed immigration status form with their proposals. (*Appendix F*)

### **1.6.8 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.

### **1.6.9 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# 2020-400-02 Adult Day Care Services-Jefferson-Madison. Proposals must be received at the receptionist's desk of the Resource Management Division-Office of Procurement by 12:00 p.m., local time, Thursday, June 04, 2020.** 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 PRICE SHEETS**

Vendors **must** respond to this RFP by utilizing the **2020 Adult Day Care Services Vendor Proposal**. The form in this document 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 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, 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](http://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 knowingly 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](http://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 ADULT DAY CARE SERVICES

Adult Day Care offers supervised care in a protective setting for adults who are in need of supervision and/or care outside of the home for a portion of a 24-hour day.

### 3.1 POPULATION TO BE SERVED

Adult Day Care Services are for individuals 18 years of age or older who are at risk of abuse, neglect, exploitation or institutionalization.

### 3.2 SERVICE LOCATION

Adult Day Care services must be provided in approved facilities that meet the requirements as specified in the Adult Day Care Minimum Standards. Facilities must be located the following counties: Blount, Butler, Calhoun, Conecuh, Covington, Crenshaw, Dallas, Etowah, Jefferson, Lauderdale, Limestone, Lowndes, Madison, Marengo, Marshall, Mobile, Morgan, Pike, Saint Clair, Shelby, Talladega and Walker. Vendors must also identify the counties and number to be served.

### 3.3 PROGRAM REQUIREMENTS FOR ADULT DAY CARE SERVICES

The program service requirements listed below must be met and the services must be provided by all Adult Day Care Vendors.

#### 3.3.1 DOCUMENTATION

Vendors must comply with documentation requirements for the provision of Adult Day Care Services. These requirements include but are not limited to:

- A. Completion of daily attendance records.
- B. Completion of a written weekly plan which will outline the activities.
- C. Completion of a written assessment on each client's physical, social, emotional adjustment to be completed within 30 days of enrollment.
- D. Completion of quarterly assessments on each client.
- E. Completion of six-month summary containing the client name, DHR case number, eligibility status, DHR office authorizing service, progress since last six-month report and recommendations.

***Failure to comply with the above requirements may result in an adjustment being made and/or termination of the contract.***

#### 3.3.2 OPERATING SCHEDULE

Vendors must provide a regular daily routine in accordance with the physical, mental, and emotional needs of the adults in care. Vendors must ensure:

- A. The center will be open a minimum of seven hours daily. This will include time periods for staff-directed activities, free time, meals, and snacks. The program will provide day care \_\_\_\_ hours per day, from \_\_\_\_ a.m. to \_\_\_\_ p.m. *Attach a copy of the daily operating schedule.*
- B. Schedule will include periods for both indoor and outdoor activities.
- C. Meals and snacks will be spaced at time intervals to accommodate the needs of adults being served.
- D. Activity periods will be sequenced and timed to accommodate individual needs of the adults being served.
- E. Staff planning and familiarity with the operating schedule will provide for adults to move smoothly from one activity period to the next.

- F. The adults or caretaker relatives will be advised of the holiday schedule at the time of admission to the program and again one-week prior to the holiday.
- G. The number of holidays must not exceed 13 days per year.

### **3.3.3 EMERGENCY AND DISASTER PLANNING**

Vendors must make provision for emergency and disaster planning for DHR day care clients in accordance with Alabama Act # 2006-559.

### **3.3.4 FACILITY**

Vendors must provide a safe, clean, and orderly environment that allows opportunities for a variety of learning experiences and encourages socialization and involvement in the program. In addition, Vendors are required to:

- A. Plan the day care facility in such a manner that program activity objectives will be reinforced and relevant information will be communicated to participants.
- B. Ensure that the facility will meet all applicable Alabama health and fire safety standards.
- C. Ensure that the State Fire Marshal and the local Health Department inspect the facility for compliance with such standards prior to program occupation of the facility. Inspection results must be posted in a prominent place in the facility. The facility must be re-certified yearly by the State Fire Marshal or local fire department and the local Health Department. Procedures for building evacuation must be posted. All staff must be familiar with such procedures.
- D. Ensure that both, the indoor and outdoor areas, equipment and furnishings must be clean and free of undesirable, hazardous, or unsanitary material and conditions.
- E. Make adequate provisions for the safety and comfort of every adult. The facility must not have any barriers which would prevent services to handicapped individuals and must be accessible to the handicapped in the following respects: Elevators must be accessible to individuals in wheelchairs, bathroom doors must be wide enough for accessibility, and ramps must be provided at entrances.
- F. Ensure that the facility shall have at least 35 square feet of activity floor space per day care participant excluding offices and halls.
- G. Ensure that the facility will be clean and attractive in appearance. The space will be properly ventilated and well lighted. At least one area will be large enough to allow all participants to meet comfortably at one time.
- H. Ensure that temperature of the facility will be maintained at a degree comfortable for the client. An inside room thermometer will be available. All heating and cooling equipment must be adequately protected so that participants cannot come in direct contact with them.
- I. Ensure that bathrooms will be located conveniently for participants. At least one toilet and one lavatory will be available for each 15 persons. Regardless of enrollment, a minimum of two restrooms will be available.
- J. Ensure that every bathroom door is designed to permit opening of the locked door from the outside in an emergency. The opening device shall be readily accessible to the staff.
- K. Ensure that bathrooms are furnished with necessary personal supplies (toilet paper, paper towels, soap, etc.). Reserve some washcloths and cloth towels for use in emergencies.
- L. Ensure that ground or first floor space will be used for client activity areas and required bathrooms.
- M. Ensure that any area where steps are located have safety rails for participants.

- N. Ensure that office space will be provided for storage of records and to provide privacy for conferences.
- O. Ensure that floors will be of nonskid material and free of dampness and odors. All rugs will be nonskid.
- P. Ensure that windows and door areas will be screened if used for ventilation.
- Q. Ensure that space will be available to isolate a sick or upset participant temporarily. This space will provide privacy for the participant, but will be in an area where staff may readily monitor the isolated individual. The arrangement of curtains or movable screens used to section off part of an activity area is not acceptable as isolation space.
- R. Ensure that the facility will provide areas identified for different activities (i.e., rest, reading, games, workshop, etc.). These areas must be arranged in such a manner to allow for maximum independent action in order that participants may move about and choose activities, as they are capable without staff assistance.
- S. Ensure that equipment and facility supplies will include a variety of materials to stimulate individual interest and encourage group activity, such as table games, magazines, books, puzzles, etc.
- T. Ensure that facility furnishings will be of sufficient variety to assure the comfort and to meet the physical needs of all day care participants. Seating will be available for each participant.
- U. Ensure that an adequate number of chairs, tables, dishes, and utensils will be available to accommodate total group mealtime and ongoing planned activities. Upholstered seating as well as table chairs will be available.

### **3.3.5 PROGRAM CONTENT**

Vendors must provide a program which meets the needs and interests of the (day care) group as identified through client input and individual needs assessments. Vendors must:

- A. Provide opportunities for day care clients to participate in program planning.
- B. Provide opportunities for each adult to increase to their maximum potential, their abilities to function in the areas of daily living and self-care.
- C. Provide a variety of individual and group activities directed toward the above-stated goals. Activities must require some active participation by the participants in day care, not just television watching.
- D. Develop a written weekly plan in advance describing daily activities during operating hours.
- E. Ensure that the weekly plan will provide all adults the opportunity to participate in a minimum of five hours daily of planned activities. (This does not include lunch, breaks or free time.)
- F. Provide information and activities related to:
  - 1. Nutrition.
  - 2. Health.
  - 3. Recreational/leisure time activities appropriate for adults.
  - 4. Daily living skills applicable to age group, economic situation and existing handicaps.
  - 5. Physical exercises.
  - 6. Education topics such as current events, history, and government for example.
- H. Provide a variety of opportunities for group socialization.
- I. Involve clients in activities, which assist the individual in maintaining, improving or preventing further deterioration of physical capabilities.
- J. Ensure that the center will have space where participants may rest quietly and have equipment that will adequately serve that purpose. Efforts must be made to meet individual needs regarding time to rest.



### **3.3.6 NUTRITION**

Vendors must increase clients' knowledge about proper nutrition, food preparation, importance of eating regularly, importance of eating a balanced and medically appropriate diet, etc. Vendors must maintain and increase physical and /or mental functioning through the provision of nutritious and medically appropriate meals. Vendors must maintain or increase social or emotional functioning through provisions of meals in a relaxed atmosphere which encourages opportunities for interaction/socialization. In addition, Vendors must ensure that:

- A. Staff will be observant for opportunities to discuss food, food preparation, good nutrition and eating habits.
- B. Each client in full-time care will receive a quantity and quality of food, which meets one-third of adult daily nutritional requirements. If clients are in day care for more than four hours, the meal will be supplemented by one of more snacks per day.
- C. Each client in part-time care will receive the same meal or snack provided clients in full-time care if he/she is in attendance at the center during a regularly scheduled meal or snack time. (All part-time clients will have access to at least one meal or snack).
- D. A variety of foods will be served in an attractive manner.
- E. Weekly menus will be prepared one week in advance and posted so that clients and visitors may view them.
- F. Mealtime will be a period of promoting meaningful staff/client and client/client interaction. Staff will be encouraged to eat with clients. Socialization should also be encouraged.
- G. The local Health Department will approve all food preparation facilities and any resource from which food is delivered. If the center prepares food, the approval will be posted, along with the Health Department's Food Permit to serve food.
- H. Special diets will be accommodated. Medical information will be on file in the client record to document medical instructions for special diet.
- I. Temperature in the refrigerator will be kept below 50° Fahrenheit. Milk and other perishable foods must be kept in the refrigerator except during the time of preparation and serving.
- J. Garbage and rubbish will be stored in containers with tight fitting covers. Garbage must be removed from the building daily and the garbage cans must be washed and sanitized frequently.
- K. Drinking water will be from a source approved by the Public Health Department and supplied by sanitary means. It will be located in or near the rooms usually occupied by participants.

### **3.3.7 HEALTH**

Vendors must identify special health needs or existing health problems. Vendors must provide for staff persons trained in first aid procedures to be available at the center during program hours. Vendors must include day to day observation of each adult's general health as an ongoing staff responsibility. Vendors must seek out community health resources available to meet client group needs. Vendors must also ensure each client's access to assistance in seeking out resources for individual health needs. In addition, Vendors must ensure that:

- A. Staff will daily observe each adult for indications of new health problems.
- B. Advance arrangements will be made for action to be taken in medical situations. If there are symptoms of communicable disease, the sick participant will be isolated.
- C. Information will be on file in each adult's record regarding the person to be notified in an emergency situation, client's physician, address and phone number, client's diagnosis and other pertinent health problems.
- D. A report on the physical status of the participant and a plan of care will be maintained on file at the program.

- E. Concerns raised by observation related to an adult's mental, physical or emotional health will be noted in the case record and brought to the immediate attention of the County DHR social worker.
- F. DHR will be advised of recommendations concerning continued participation in day care based upon staff observations of the client's mental, physical, or emotional health.
- G. All suspected abuse, neglect or exploitation will be immediately reported to the County Department of Human Resources, by phone or in person; a written report will follow within five days.
- H. Staff will use universal precautions and will be trained in procedures.
- I. Regular health screening (minimum of once per month) shall be provided each participant. Reports shall be maintained in the client's file.
- J. A first aid kit and a telephone will be available in the facility.
- K. Program staff will not administer medications; however, water or fruit juice can be provided to help in swallowing.

### **3.3.8 SOCIAL SERVICES**

Vendors must provide for ongoing assessment of each client's physical, social and emotional adjustment in order to identify changing needs. Vendors must assure client access to appropriate resources if supplemental services are necessary to meet special needs. In addition, Vendors must ensure that:

- A. Quarterly assessments will reflect staff observations of each client's participation and adjustment to the program. Staff must document identified special needs and any follow-up action planned or taken.
- B. The county DHR worker will be recognized as the primary case manager for all clients for whom DHR is purchasing care.

### **3.3.9 TRANSPORTATION**

Vendor must provide a safe, dependable means of transportation for the Department of Human Resources clients for whom the Department provides transportation payment. Vendors must notify the Department of Human Resources of any transportation problems that affect the client's ability to attend daycare. Vendors must also ensure that:

- A. The driver transporting day care clients will have a valid Alabama Driver's license.
- B. The vehicle used for transporting clients will be safe and in good working condition.
- C. All passengers will use safety belts when the vehicle is in motion.
- D. All passengers will enter and leave the vehicle from the curbside.
- E. The driver will wait until the client enters the building, the client's home or the center.
- F. The number of passengers will be limited to the capacity of the vehicle and the type of license held by the driver.
- G. All doors will be locked whenever the vehicle is in motion.
- H. The driver will ensure that all clients have exited the vehicle prior to parking or storing.

**3.3.10 STAFFING PATTERNS**

The program must at a minimum, maintain the following number of staff who are directly involved with clients during hours of program operation. *This number is in addition to a program director.*

<u>Program Enrollment</u>	<u>Staff</u>
<b>1-10</b> _____	<b>1</b>
<b>11-25</b> _____	<b>2</b>
<b>26-35</b> _____	<b>3</b>
<b>36-43</b> _____	<b>4</b>

For every eight (8) additional participants, vendors must add one (1) additional staff member. Vendors must also ensure that:

- A. At least two staff will be at the center during periods when clients are present. At least one of the staff present in the center at any time will be CPR certified and trained in first aid.
- B. Auxiliary staff (kitchen/maintenance personnel, bookkeepers, etc.) whose primary responsibilities do not require direct involvement with clients will not be counted toward staff ratio requirements unless their job descriptions specify time periods when they have responsibility only for working with the clients.

**3.3.11 STAFF**

Vendors must ensure that for each position, the job responsibilities, educational, and experience requirements are appropriate and met. Vendors must also ensure that:

- A. Two staff persons are CPR and first aid certified.
- B. Each employee has a physical examination completed within three (3) months prior to employment and every two years thereafter. A copy must be filed in the personnel records. This will show all staff to be free of contagious disease and physically capable of meeting the responsibilities of their position. Volunteers counted as replacements for hired staff must also meet these requirements.
- C. A nurse, LPN or RN will be available to provide clients a monthly health screening.
- D. All members of the staff will be emotionally and physically fit to care for persons who have physical and/or mental limitations. They must be understanding, accepting, of even temperament, have common sense, and a sense of humor.
- E. All staff and unsupervised staff must have a criminal history background check including fingerprinting. The results of the background must be acceptable as required for the position.
- F. All staff must be either citizens of the United States or are in proper and legal immigration status that authorizes them to be employed for pay within the United States.
- G. All staff must report suspected abuse, neglect, or exploitation of any day care client and cooperate in any investigation.

**3.3.12 ADMISSION CRITERIA**

Vendor services are predicated upon the receipt of a referral from a local County Department of Human Resource certifying individual’s current eligibility. If vendor accepts a referral from the County Department of Human Resources, vendor must have an acceptance service plan and be able to provide services to the client within five (5) working days.

**3.3.13 ASSESSMENT OF REFERRALS**

If the vendor cannot accept a referral and provide service within five working days, the vendor should notify the local County Department of Human Resources referring social worker in writing of the referral’s rejection.

### **3.3.14 INVESTIGATIONS**

Cooperation and assistance in any investigations of compliance including allegations of abuse, neglect, or exploitation are required. All positions employed as a result of this RFP are mandated reporters of adult abuse, neglect, and exploitation and must report all such concern to the local County Department of Human Resources.

### **3.3.15 REPORTS**

Vendors must send the local County Department of Human Resources office a copy of the DHR-SSC-920 - Request for Daycare Payment (cover sheet) and a DHR-SSC-920 - Client Data Page by the 5<sup>th</sup> of each month following the month covered by the report. The County Department of Human Resources should also be sent a copy of any corrections to the Request for Daycare Payment that is sent to the Division of Resource Management – Office of Contracts. The DHR SSC 1428 - Adult Chronic Absenteeism Reporting Form should be completed in a timely manner and sent to the local County Department of Human Resources.

## 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

Vendors must use the document posted to the Department’s web site at [www.dhr.alabama.gov](http://www.dhr.alabama.gov) entitled *2020 Adult Day Care Services Vendor Proposal* to respond to this RFP. 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.*** Vendors should avoid the use of elaborate presentations and binding materials beyond that which is sufficient to present complete and effective proposals.

All boxes  must be checked to correspond with your answers. Read the 2020 Adult Day Care Services RFP and the 2020 Adult Day Care Services Vendor Proposal documents carefully, and provide additional documentation as specified.

### 4.3 SELECTIONS AND AWARDS

Proposals must meet all requirements as specified in this RFP. Selection(s) and award(s) will be based on the vendor’s proposal and other items described/required in this RFP and the 2020 Adult Day Care Services Vendor Proposal. All facilities must be approved by the Department of Human Resources to receive a contract through this procurement. Vendors must submit **one (1)** original proposal, **seven (7)** copies and **one (1)** electronic (PDF preferred) copy on CD, DVD, or thumb drive clearly labeled with the Vendor’s name and the RFP title and number. Vendors must complete the 2020 Adult Day Care Services Vendor Proposal document, and the original proposal must include the signature of person(s) legally authorized to bind the applicant to the proposal.

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 specified format, are difficult to understand or read, or are missing any requested information.

**DO NOT ALTER ANY OF THE FORMS/DOCUMENTS INCLUDED IN THE 2015 ADULT DAY CARE SERVICES VENDOR PROPOSAL.**

**SECTION 5: COST PROPOSAL**

Full-time Adult Day Care is defined as 25 hours or more per week. Full-time care with transportation is reimbursable at a rate per of \$475.00 per month, per client and a rate of \$363.00 per month without transportation. Part-time Adult Day Care is defined as less than 25 hours per week. Part-time care with transportation is reimbursable at a rate of \$285.00 per month, per client and at a rate of \$218.00 without transportation. The number and type of slots available per county are listed in the table below.

*Note: A fixed 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.*

**DO NOT ALTER ANY OF THE FORMS/DOCUMENTS INCLUDED IN THE 2015 ADULT DAY CARE SERVICES VENDOR PROPOSAL.**

<b>NUMBER OF SLOTS AVAILABLE</b>				
<b>COUNTY</b>	<b>SLOTS FT/WITH TRANSPORTATION (\$475 per month)</b>	<b>SLOTS PT/WITH TRANSPORTATION \$285 per month)</b>	<b>SLOTS FT/WITHOUT TRANSPORTATION (\$363 per month)</b>	<b>SLOTS PT/WITHOUT TRANSPORTATION (\$218 per month)</b>
<b>Jefferson</b>	<b>60</b>	<b>3</b>	<b>4</b>	<b>0</b>
<b>Madison</b>	<b>19</b>	<b>9</b>	<b>5</b>	<b>1</b>
<b>TOTAL</b>	<b>79</b>	<b>12</b>	<b>09</b>	<b>1</b>

**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.

<b>Category</b>	<b>RFP Section</b>	<b>Point Value</b>
<b>Vendor Qualifying Information</b>		<b>30% of points for a possible 300 points</b>
A. Vendor Profile and Experience	4.2.5.1.1	225
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 Job Descriptions	4.2.5.1.4	25
E. Staff Performance Evaluations and Training	4.2.5.1.5	25
F. Background Checks	4.2.5.1.6	10
G. Vendor Financial Stability	4.2.5.2	15
<b>Method of Providing Services</b>		<b>60% of points for a possible 600 points</b>
A. Service Delivery Approach	4.2.5.3.1	475
B. Start-up Plan	4.2.5.3.2	75
C. Assessment of Benefits and Impact	4.2.5.3.3	50
D. Office Location	4.2.5.3.4	0
E. Vendor Certifications	4.2.5.4.	0
<b>Cost Proposal</b>		<b>10% of points for a possible 100 points</b>
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 3<sup>rd</sup> Sp. Sess., p 817, §1.)

**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 knowingly 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](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.

**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: DISCLOSURE STATEMENT**



State of Alabama  
**DISCLOSURE STATEMENT**  
(Required by Act 2001-955)

ENTITY COMPLETING FORM \_\_\_\_\_ Agreement Number \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_ TELEPHONE NUMBER \_\_\_\_\_  
( )

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_ TELEPHONE NUMBER \_\_\_\_\_  
( )

This form is provided with:

Contract     Proposal     Request for Proposal     Invitation to Bid     Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

Yes     No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of good or services previously provided, and the amount received for the provision of such goods or services.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?*

Yes     No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

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*If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)*

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*Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)*

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List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

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By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.

Signature

Date

Notary's Signature

Date

Date Notary Expires



**APPENDIX D: 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 E: 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 F: 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



