



# ALABAMA DEPARTMENT OF HUMAN RESOURCES REQUEST FOR PROPOSALS

PROCUREMENT INFORMATION	
<b>RFP Number:</b> 2022-100-01	<b>RFP Title:</b> <i>Pre/Post Adoption Services</i>
<b>Proposal Due Date and Time:</b> March 24, 2022 12:00 p.m., Central Time	<b>Number of Pages:</b> 45
<b>Procurement Officer:</b> Vicki Cooper-Robinson, Procurement Manager Phone: (334) 353-2471 E-mail Address: vicki.robinson@dhr.alabama.gov Website: <a href="http://www.dhr.alabama.gov">http://www.dhr.alabama.gov</a>	<b>Issue Date:</b> February 10, 2022
	<b>Issuing Division:</b> Family Services/Office of Adoptions
INSTRUCTIONS TO VENDORS	
<b>Submit Proposal to:</b> 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	<b>Label Envelope/Package:</b> RFP Title/Number: 2022-100-01/Pre/Post Adoption Services Proposal Due Date: March 24, 2022
	<b>Special Instructions:</b>
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>
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’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>February 10, 2022</b>
<b>Deadline for Receipt of Written Questions.....</b>	<b>February 24, 2022</b>
<b>Deadline for Posting of Written Responses to Questions .....</b>	<b>March 03, 2022</b>
<b>Proposal Due Date .....</b>	<b>March 24, 2022</b>
<b>Evaluation of Proposals and Selection of Vendors .....</b>	<b>April 12-14, 2022</b>
<b>Intended Date for Notice of Intent to Award a Contract .....</b>	<b>May 13, 2022</b>

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

### **1.0 PROJECT OVERVIEW**

The ALABAMA DEPARTMENT OF HUMAN RESOURCES, (hereinafter referred to as “the Department”) seeks a qualified vendor to develop a statewide Adoption Resource Center to provide *Pre/Post Adoption Services* to families and children in the adoption process who have adopted through the Alabama Department of Human Resources. Services must include information and referral services; a library; support groups; educational opportunities; counseling; an annual permanency conference; and an annual adoption summer camp. The selected vendor must recruit, train and complete approved home studies for seventy-five (75) adoptive homes per year for the term of the contract. All proposed adoptive homes must meet adoptive home minimum standards, all requirements per this document and must obtain final approval from the SDHR Office of Adoption. The selected vendor will receive up to \$5,000 per approved adoptive home that is trained, matched, and finalizes an adoption from foster care. 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 service described in this document; 3) possess the skills needed to perform the services described in this RFP; and 4) meet the terms and conditions of the RFP. In addition, applicants must demonstrate the ability to manage Department funds in accordance with Federal and State regulations and guidelines.

### **1.2 REQUIRED LICENSURE/CERTIFICATION/CREDENTIAL**

The selected vendor must have a Child Placing Agency license through the Department of Human Resources or have submitted a completed application to be licensed prior to the close of business on **Thursday, March 24, 2022**. All staff conducting home studies and providing training must meet the credential requirements as specified in The Minimum Standards for Child Placing Agencies. All applications for licensure must be submitted to:

**Gloria Holloway, Resource Management Division/Office of Licensing  
Alabama Department of Human Resources  
Gordon Persons Building  
50 Ripley Street, Room Q3-008  
Montgomery, AL 36130-4000  
Telephone number: 334-242-1877  
Email: Gloria.derico@dhr.alabama.gov**

### **1.3 CONTRACT TERM**

The initial contract term is for a period of **three (3)** years beginning **October 01, 2022** and ending **September 30, 2025**. 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 Saturday, October 01, 2022.***

## 1.4 POINT OF CONTACT

From the date this Request for Proposal (RFP) is issued until the vendor selection is announced, all communication must be directed to the procurement officer in charge of this solicitation. **Vendors must not communicate with any Department staff or officials regarding this procurement with the exception of the procurement officer.** Any unauthorized contact will disqualify the vendor from further consideration. Contact information for the point of contact is as follows:

**Vicki Cooper-Robinson, Procurement Manager**  
**Office of Procurement, Resource Management Division**  
**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) **February 24, 2022**. 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 **March 03, 2022** to all questions received by the deadline on **February 24, 2022**. 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 the requirements described in this document. The Department will determine whether a vendor's proposal meets the terms of the requirements. Proposals that do not meet all requirements listed in this RFP may be subject to point reductions during the evaluation process or may be deemed non-responsive. Proposals that do not meet the requirements 1.6.1 through 1.6.8 will be deemed non-responsive and no other consideration will be given. **DO NOT ALTER ANY OF THE FORMS LISTED BELOW OR OTHERWISE INCLUDED/REQUIRED IN THIS DOCUMENT.**

### 1.6.1 DEADLINE FOR RECEIPT OF PROPOSALS

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



### **1.6.2 W-9 LEGAL STATUS LETTER OR TAXPAYER IDENTIFICATION NUMBER FORM**

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

### **1.6.3 DISCLOSURE STATEMENT**

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000. Disclosure Statements are available for completion on the Attorney General’s web site at [www.ago.alabama.gov](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.

### **1.6.4 CERTIFICATE OF COMPLIANCE**

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

### **1.6.5 E-VERIFY MOU**

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

### **1.6.6 IMMIGRATION STATUS FORM**

Vendors must submit immigration status form documentation with their proposals.

### **1.6.7 AUTHORIZED VENDOR SIGNATORY**

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

### **1.6.8 DUNS NUMBER**

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

## **1.7 GENERAL REQUIREMENTS**

### **1.7.1 ACCEPTANCE OF STANDARD TERMS AND CONDITIONS**

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

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

### **1.7.2 UNDERSTANDING OF SPECIFICATIONS AND REQUIREMENTS**

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

### **1.7.3 PRIMARY VENDOR/SUBCONTRACTORS**

The primary vendor if a contract is awarded shall be responsible, in total, for all work of any subcontractors. All subcontractors, if any, must be listed in the proposal. The vendor shall not assign, transfer, or subcontract any

portion of the contract without the written consent of the Department. The vendor shall be responsible to the Department for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the vendor. Any awards made as a result of this document will create a contractual relationship between the vendor and the Department, not the subcontractor.

#### **1.7.4 VENDOR'S SIGNATURE**

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

#### **1.8 SUBMITTING A PROPOSAL**

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

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

**Vicki Cooper-Robinson, Procurement Manager  
Office of Procurement, Resource Management Division  
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**

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# 2022-100-01 Pre-Post Adoption Services**. **Proposals must be received at the receptionist's desk of the Resource Development-Office of Procurement by 12:00 p.m., local time, March 24,2022.** Two business (Monday-Friday) days prior to the due date, proposals may be hand delivered between the hours of 9:00 a.m. -12:00 p.m. (with the exception of state and federal holidays). Faxed and electronically submitted responses to requests for proposals are NOT accepted.

##### **1.8.2 FAILURE TO COMPLY WITH INSTRUCTIONS**

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

##### **1.8.3 COST PROPOSAL FORMS**

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

##### **1.8.4 TIMELY SUBMITTED PROPOSALS**

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

### **1.8.5 LATE PROPOSALS**

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

## **SECTION 2: STANDARD INFORMATION**

### **2.0 AUTHORITY**

This RFP is issued under the authority of Section 41-16-72 of the Alabama Code (Act 2001-956, 2001 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 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 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 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 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 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 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 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 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 PROJECT OVERVIEW

*Pre-Adoption Services* are for families and children who will experience the adoption process. DHR's goal in the adoption process is to identify families for children in foster care with a goal for adoption. Services must include information and referral services; support groups; educational opportunities; counseling; recruitment, training, and home studies of families to be matched to children with special needs as defined by the Department's adoption policies. Services must offer encouragement, support and guidance to families interested in adopting children in the custody of the Department. Disruption prevention strategies must be a part of the service provision. The selected vendor will receive up to \$5,000 per approved adoptive home that is trained, matched, and finalizes an adoption from foster care. Services must also increase awareness and education of adoption-related issues for consumers and professionals who serve children waiting to be adopted. These services must be available statewide at no cost to families. In addition, families and children must be provided opportunities to network and build connections with other families who share the adoption experience while helping interested families remain encouraged and supported throughout the process. Services must be offered statewide and accommodate potential adoptive families residing in rural areas that may otherwise experience difficulty accessing services.

*Post-Adoption Services* are for families and children who have or who are experiencing the adoption process. Services must include information and referral services; a library; support groups; educational opportunities; counseling; an annual permanency conference; an annual adoption summer camp; and training. Services must offer encouragement, support and guidance to families involved in the adoption process and to those experiencing crises to preserve placements. Services must also increase awareness and education of adoption-related issues for consumers and professionals who serve adopted children. These services must be available statewide at no cost to families. In addition, opportunities must be provided for families and children to network and build connections with families and children who share the adoption experience while helping interested families remain encouraged and supported throughout the process. The vendor must offer services statewide and accommodate potential adoptive families residing in rural areas that may otherwise experience difficulty accessing services.

### 3.1 INFORMATION AND REFERRAL SERVICES

Information and referral services must be available to consumers interested in adoption-related matters to include adoptive, foster, kinship guardianship families and DHR approved waiting families, professional staff, and the public. The selected vendor must be knowledgeable of the services and resources available statewide to support, assess and provide information and referrals for individuals seeking assistance on adoption related issues. A toll-free telephone number must be available that can be accessed live, Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. The vendor will be required to track calls and to provide follow-up documentation of referrals.

A website must be available for consumers to access referral services and information. In addition, printed and on-line materials regarding adoption issues must be developed and available for consumer access. A newsletter must be provided at least quarterly to consumers regarding post adoptive activities. The vendor must provide outreach efforts through collaboration with DHR staff, the Alabama Foster/ Adoptive Parents Association (AFAPA), and through networking with other professionals and organizations working with the adoptive and foster family community. Outreach efforts must include booths/tables at conferences, public service announcements, broadcast and social media promotions and workshops at the AFAPA and other adoption related conferences. See also 3.7 for information about a statewide directory of therapist.



## **3.2 LIBRARY**

A library stocked with printed material regarding adoption related issues, to include books and visual media materials must be available to be accessed by families and professionals. Library materials should be kept current. The vendor must periodically consult with SDHR Office of Adoption staff regarding recommended materials to add to the library collection.

Library services may be provided throughout the state at regional sites or at one centrally located site. A comprehensive listing of items must be available on-line. Materials can be checked in/out locally or via a mail/return postage system. All consumers are to be encouraged to utilize library services.

## **3.3 PRE-ADOPTION SERVICES**

### **3.3.1 RECRUITMENT**

Recruitment efforts must be directed at developing families/homes interested and capable of serving children with special needs as defined by the Department's Adoption Policy Manual. All recruitment efforts must be handled by the contracting vendor including costs for advertisements, direct staff recruiting, etc. The vendor's staff must work collaboratively with the Office of Adoption Recruitment Supervisor or Program Manager to design and implement a plan for recruitment of potential adoptive parents. Recruitment must include general and targeted recruitment strategies to include activities directed at identifying resources for children in the permanent custody of the Department with a goal of "Adoption No Identified Resources".

Recruitment plans must include goals and action steps for recruiting Spanish-speaking families as well as plans to increase the number of approved adoptive families who will adopt children of African American heritage. Special emphasis must also be given to recruiting families willing to parent children with multiple mental health and emotional diagnoses, behavioral issues, and special health care needs. Families shall be carefully screened to make sure they communicate a willingness to accept children who meets special needs beyond the minimum age and sibling group size and that they are interested in adopting and not fostering. Specific recruitment strategies and materials must be identified and agreed upon. The vendor must be able to explore options, assist in developing a plan and then implement the plan. These efforts will include publicizing and marketing the need for adoptive (and foster) parents for Alabama's waiting children in all sixty-seven (67) counties; statewide media campaign materials; and recruitment items to further the recognition of the statewide toll-free inquiry line 1-866-4-AL-Kids and the State DHR web site. The selected vendor must also plan and implement special activities during National Foster Care Awareness Month and National Adoption Month.

### **3.3.2 MEDIA/MARKETING (PRE-ADOPTION)**

The vendor must work with SDHR to develop marketing and media recruitment campaigns for adoptive families to match with waiting children. The vendor must use social media sites in recruitment efforts as well as in promotion of pre-adoption services and supports.

### **3.3.3 TRAINING**

Trauma-Informed Partnering for Permanence and Safety (TIPS) is the required method of training for applicants interested in adopting children from Alabama DHR. The applicable version of Deciding Together may be used as an alternative. All requirements of said curriculum must be met, including meeting intervals. Group meetings must be offered once a week over a ten-week period. Although the TIPS curriculum does not require a panel presentation, the vendor will provide a panel presentation and the appropriate DHR staff will be invited to participate as well as other participants (e.g., birth parent, former foster child, mental health professional, attorneys, judges, etc.) This allows participants to develop the skill sets necessary to adopt children with special needs, as well as time to process and decide whether adoption is something to which they can fully commit. TIPS meetings must be facilitated by co-leading teams comprised of at least one staff person and at least one foster or adoptive parent, who are certified as leaders.

If a prospective adoptive home is comprised of two parents, both parents must participate in the pre-service training process. All prospective adoptive parents must attend all the required sessions. Documentation of the training for each adoptive parent must be maintained by the vendor until the training is completed. Copies of all documentation must be provided to the Alabama DHR Office of Adoption. CAN clearances and ABI/FBI checks must be completed early in the process to expedite the approval process. The Department must be the agency to request and pay for all background information.

Handouts required throughout the TIPS curriculum must be developed in collaboration between the vendor and State DHR. Handouts, when appropriate, must include copies of the Department's Policies and Procedures documents (i.e., Activity & Life Events, Behavior Management Intervention, etc.). Although the focus of this project is developing adoptive families, those that complete the program should have an awareness of how fostering and adopting differ, including differences in supports and services for children in foster care placements as compared to adoptive placements.

In instances where the TIPS staff leader and the social worker assigned to write the home study and produce the family portfolio are not the same individual, the vendor must specify how the home study social worker will meet potential families. When Deciding Together is the method used for preparing a potential adoptive parent, the home study social worker must be the social worker conducting the Deciding Together consultations.

TIPS is a process of mutual selection. For the purposes of this project, families are being trained and assessed for the purpose of adoption. If at any point in the process, the family expresses an interest in fostering, the program manager (or designee) of the Office of Adoption shall be consulted to decide how to proceed. Options include allowing the family to complete the TIPS session, but then being referred to the applicable county DHR office for completion of assessment (home study) and recommendations.

The vendor must describe in their proposal how they will handle situations in which applicants fail to demonstrate understanding of the need of children who have been victimized and appear to lack the capacity to adopt during the TIPS sessions in such a way that the applicant should be selected out prior to completion of said training.

The vendor must develop monthly training goals and identify remedial actions that will be taken if they are not achieved or exceeded. The vendor will be eligible to bill up to \$2,000 in compensation for the completion of training provided to each adoptive family.

### **3.3.4 FAMILY CONSULTATIONS/HOME STUDIES**

The vendor must complete all consultations and home studies. The vendor must conduct the studies on the families. The vendor must identify monthly goals for numbers of studies to be completed and submitted for approval and remedial actions that will be instituted should goals not be achieved or exceeded.

### **3.3.5 DEVELOPMENT OF FAMILY PORTFOLIOS**

The vendor will be responsible for the creation and maintenance of the family portfolio. Each portfolio must include: summary and recommendations document (the study) inclusive of a decision page; meeting notes from each of the TIPS or Deciding Together sessions (including narrative from family consultations, individual interviews with applicants and grown children); the partnership profile (consisting of the summary or recommendation and the family profile and its modifications); references; Final Strengths and Needs Worksheet; the Partnership Development Plan completed at the first family consultation session; the Professional Development Plan completed at the end of the TIPS sessions; medical records; checklists; and other records; Strengths/Needs Weekly Work Sheets (as provided by the applicable curricula) completed by the prospective parents; notes from the family consultations; an Ecomap; letters to a birth parent; letters to a child; photographs of the family to be shared with children prior to placement; and any other information required by

the agency. Family Portfolios must be completed at the time the adoptive home is presented to SDHR for final approval. Vendors will be eligible to bill for up to \$1,000 in compensation for completed/approved home studies for each adoptive family.

### **3.3.6 PRE-ADOPTION SERVICES TRACKING**

For pre-adoption services, portions of the payments will not be made until a match has been identified, the vendor must track adoptive homes until a match is made. The vendor must inform/prepare adoptive parents of the backgrounds and special needs of children in DHR's custody and planning responsibility utilizing the special needs definition as provided in the Department's Adoption Policy Manual.

The vendor and Department will develop a protocol for considering inquiries from families trained/assessed through this project that facilitates tracking and implementation of disruption-prevention strategies.

The vendor must provide supports to adoptive parents before a match is made. A match occurs when state staffing teams (which include staff from the county where the child resides, staff where the resource resides, and staff from the Office of Adoption) have agreed that a child will be offered to the approved adoptive resource. When possible, the pre-adoption professional having completed the study will participate in the staffing team. Finalization occurs after a period of post-placement supervision, consent is given, and the Probate Court grants the family's petition to adopt. Vendors must clearly describe in their proposals the supportive services that will be provided to adoptive families.

Vendors will be eligible to bill \$1,000 in compensation after a match has been made for an approved adoptive home and waiting child. Vendors will also be eligible to bill \$1,000 in compensation after the adoption has finalized.

## **3.4 POST ADOPTION SERVICES**

### **3.4.1 ADOPTIVE FAMILY SUPPORT GROUPS**

Services must be provided to adoptive parents and their adopted and biological children under the age of 25, DHR-approved and waiting families considering adoption, and adult adoptees through monthly support groups. Parent and child support groups must be available monthly or as deemed necessary based on the need in a geographical area. If support is provided to families through on-line/social media venues, said sites must be closely monitored for negative and/or inaccurate content. The groups must support families and children through the journey of adoption and the challenges faced by this population. Training opportunities must be available through the support group meetings and topics to be addressed must be planned in conjunction with group (or potential) participants. Adoptive Family Support Groups should regularly provide information to adoptive families on attachment issues, trauma, sexual abuse, mental health, and behavioral needs of children adopted from the foster care system. Group activities must include outings and other events for families and must be provided at no cost to the consumer. Holidays, seasonal activities, opportunities for respite (no overnight) and events related to National Adoption Month may be included as part of these group activities.

Families statewide must have access to the monthly individual and group supports. Monthly support groups must incorporate activities for children as an incentive for families to take advantage of the services. Options must be available for families who prefer to participate in an active adoptive parent mentoring program in lieu of support groups.

Through the Adoptive Family Support Groups, the vendor must aid families in developing informal respite for themselves and their families. Support groups and active adoptive parent mentoring services must be provided to no fewer than 350 parents per year as defined herein.

### **3.5 EDUCATIONAL TRAININGS**

Opportunities for educational forums, trainings, workshops, presentations, and conferences must be ongoing as requested by DHR or consumers. The training sessions must address adoption related issues/concerns and target staff, families, foster and adoptive providers, professionals, schools, churches, civic groups, and other organizations impacting the lives of adopted children. Staff conducting workshops/training sessions must have appropriate credentials and relevant work experience. Educational training sessions must provide detailed “how to”, “hands-on” techniques rather than an overview of a presented topics. Training must focus on helping families’ parent children who have been in the foster care system. Foster parents approved by DHR and other licensed child-placing agencies throughout Alabama must be allowed to participate in the training sessions at no costs and documentation of continuing education time must be provided. Educational training and conferences services must be provided to no fewer than 1,250 persons per year.

### **3.6 COUNSELING**

The vendor must provide statewide counseling with a special emphasis on the four (4) largest areas of the state: Mobile, Jefferson, Montgomery, and Madison Counties with capacity to reach out into surrounding areas. Families should have the choice to receive counseling in their homes or in the vendor’s office. Requests for counseling in a time of crisis must be provided with (48) forty-eight hours of requests.

Counseling services must address adoption placement preparation for children and families that have been matched by the adoption staffing team. This may include processing pre-placement visits with both the child and the family. Counseling must also be available post-adoption including but not limited to counseling directed at placement preservation/disruption prevention and services to children who have experienced a disrupted placement or dissolved adoption. Counseling sessions must teach, assist, and guide parents in the application of various skills needed to successfully parent children that have been victimized by varying degrees of abuse and/or neglect. Counseling must be provided by qualified, experienced staff and must focus on children with multiple mental health and emotional diagnoses and needs (e.g., PTSD, RAD, history of sexual abuse, etc.). Counselors must reinforce the commitment made by adoptive parents and teach them to parent children with multiple special needs. Counseling services must be provided to no fewer than 250 people per year (or 100 families).

### **3.7 BEHAVIORAL CRISIS INTERVENTION**

Varying degrees of behavioral intervention must be available to families in crisis. This includes but is not limited to counseling, behavioral analysts, and in-home behavioral aides, etc.

The vendor must ensure that qualified counseling staff is available by phone to families in crisis, 24 hours, 7 days a week, 365 days per year. Staff covering this service must be knowledgeable of available services through local hospitals, mental health centers, etc. and be able to guide families through their crises until other needed services or supports can be put into place. Behavioral Crisis Intervention must be provided to all families in crisis. Vendors must describe in their proposals how they would provide disruption prevention/ crisis intervention services.

### **3.8 TRAINED THERAPIST NETWORK**

The Department and the adoptive families we serve are in need of therapists and counselors who will reinforce the commitment families have made to adoption and assist and support them as they parent the children placed in their homes. Educational services provided to therapists participating in a trained therapist network must focus on assisting and supporting families while they parent children adopted through the foster care system. Therapists throughout the state must be invited to participate in the trained therapist network. The vendor must annually provide at least two nationally known experts in trauma, attachment issues, behavior modification or

other adoption-related topics to train therapists on a regional basis. A statewide resource directory of therapists, counselors and mental health service providers, and their areas of expertise must be developed and made available to County Departments, State DHR, and to adoptive families and will be made available through the Vendor and DHR web sites.

Vendors must describe how they would implement a trained therapist network. Proposal must describe the counties to be covered in proposed regions as well as a potential training site to be accessed in each region. Proposals must include costs for speaker and speaker-related expenses, training location, and coordination of and promotion of the training. Therapists participating in the training will be responsible for their own accommodations, sustenance, and travel expenses.

### **3.9 PERMANENCY CONFERENCE**

An annual permanency conference must be offered to up to 200 DHR staff. Professionals serving families and children in the adoption process may also be included. Non-DHR staff must pay a registration fee and cover their own costs for attending the conference. The conference must include workshops on adoption-related issues, current issues in child welfare (as provided by Program Instructions and Informational Memoranda to states from the Children's Bureau and DHR policies and must be provided at no cost to DHR staff. The vendor will be responsible for coordinating and paying for the conference site, sustenance, lodging for DHR staff, and travel reimbursement (as applicable). The speakers and workshops must be planned with input and approval from the State DHR Office of Permanency and Family Services Division staff. DHR partners such as AFAPA, Heart Gallery Alabama, and others as determined by the Department (not to exceed ten) will be exempt from registration fees. Keynote speakers and workshop presenters must be experts in the topics they present. Speakers/presenters from among DHR and the vendor's own staff must be limited unless new policies or changes in practice are to be addressed with DHR county staff.

### **3.10 ADOPTION CAMP**

An annual adoption summer camp must be offered at a facility located in Alabama. The facility must provide adequate space and accommodations for children attending the camp. The selected site must accommodate children with special needs, including those with varying medical and developmental needs. The camp site must also have the capacity to serve privately adopted children and their siblings when space is available for a reasonable fee, not to exceed \$250 per child. The camp must serve a minimum of 140 children (with no more than 10% of children being private adoptions) and should be no less than four (4) full days.

The Department will work with the selected vendor to ensure that priority is given to children and their siblings, who have never attended the post-adoption camp. Children that have attended past post-adoption camps must be put on a waiting list and available slots may be filled from the waiting list after applications from first-time campers have been processed.

Activities of the camp must encourage and build trust for children who have been impacted through adoption and must provide speakers that support and understand the benefits of adoption. The vendor will be responsible for coordinating; facilitating and sponsoring a camp for adopted children that will utilize both paid and volunteer staff that have been deemed qualified and cleared to work with children. In addition, the vendor will be responsible for working with the camp facility to ensure proper maintenance and operation of the camp site and to ensure that the adequate number of relevant camp staff is always available for various activities. Qualified facility-camp staff must be available for all games, activities, events (zip lines, boating, swimming, etc.) offered by the facility. The number and qualifications of the staff must be determined by the facility and agreed upon by the vendor based on the anticipated attendance.

The functioning level of the children attending the camp will vary. Some children may be able to safely participate in camp activities with a higher staff-to-camper ratio; other children may require one-on-one or

perhaps multiple staff to the same child. Transportation to and from camp must be provided for children to attend from all regions/counties of the state. A written survey of campers' experiences must be administered to participants prior to their departure.

### **3.11 MEDIA/MARKETING**

The vendor must work with SDHR to develop marketing and media recruitment campaigns and strategies to make adoptive families aware of post-adoption services. The vendor must utilize social media sites in their recruitment efforts as well as in promotion of post adoption services and supports.

### **3.12 SERVICE REPORTS**

Describe the quantitative and qualitative data to be submitted to SDHR Office of Adoption to ensure that service goals and requirements are being met, as stated in this document. Quantitative reporting must provide clear data of services provided to duplicated/unduplicated families (i.e., when the same family receives multiple services). In addition, summary reports of satisfaction surveys, focus groups or other methods for obtaining qualitative data must be provided at least quarterly. All reports and surveys will be developed in conjunction with SDHR and Office of Adoption staff and will require SDHR approval.

### **3.13 STAFFING QUALIFICATIONS**

Vendors must refer to the Minimum Standards for Child Placing Agencies for information about the qualifications for Administrative, Social Worker, Clerical, Professional and Ancillary staff. The selected vendor must employ an adequate number of qualified staff to implement the programs and services described in this document.

In addition to the qualifications specified in the minimum standards document, for the purpose of these pre- and post-adoption services, the Department prefers that counselors, social workers and other professional staff employed by the vendor have experience working with children in the foster care system, private adoptions, child, and family counseling, etc. Vendors with successful experience working with children who have been victimized by abuse and/or neglect and/or children with multiple diagnoses such as Post Traumatic Stress Disorder (PTSD), Reactive Attachment Disorder (RAD), etc. will be extremely beneficial in developing appropriate homes for children awaiting adoption.

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

### **4.0 PROPOSAL REQUIREMENTS**

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

### **4.1 COMPLETENESS OF PROPOSALS**

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

### **4.2 PROPOSAL FORMAT**

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

#### **4.2.1 COVER SHEET**

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

#### **4.2.2 TABLE OF CONTENTS**

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

#### **4.2.3 W-9 AND THE LEGAL STATUS LETTER/CP575 OR TAXPAYER IDENTIFICATION NUMBER**

The Table of Contents must be followed by a copy of W-9 and the **Legal Status Letter** or a **CP575**. *These forms are issued by the IRS and denote an organization’s legal status (i.e., non-profit, for-profit, corporation, etc.) and include the Federal Employee Identification Number (FEIN).* If neither the Legal Status Form nor the CP575 are available, a completed and signed copy of the “**Request for Taxpayer Identification Number**” form (*Appendix B*) must be included. All items on this form must be completed.

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

The W-9 and Legal Status Form or Request for Taxpayer Identification Number Form should be followed by a copy of all required **Licenses, Certificates, and Credentials** or a copy of a completed license application form submitted by the deadline specified in this RFP.

#### **4.2.5 TECHNICAL PROPOSAL**

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

#### **4.2.5.1 VENDOR QUALIFYING INFORMATION**

##### **4.2.5.1.1 *Vendor Profile and Experience***

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

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

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

##### **4.2.5.1.3 *Contract Performance***

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

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

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



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

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

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

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

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

#### **4.2.5.1.6 Background Checks**

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

#### **4.2.5.2 VENDOR FINANCIAL STABILITY**

Vendors must submit an audited financial statement for year 2020 and letters from the auditor(s) who performed the 2019 and 2018 financial audits. Vendors of newly formed organizations, who have been in business less than one year must submit copies of any official quarterly financial statements (from a financial institution) that have been prepared since the end of the period reported by your most recent annual report.

#### **4.2.5.3 METHOD OF PROVIDING SERVICES**

##### **4.2.5.3.1 Service Delivery Approach**

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

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

Vendors must include a detailed project schedule that is comprised of the detailed work plan for the entire project. This section should also include any proposed additions to the tasks outlined in the *Section 3: Scope of Work*. ***The selected vendor must be fully operational on October 01, 2022***

##### **4.2.5.3.3 Assessment of Benefits and Impact**

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

##### **4.2.5.3.4 Office Location**

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

#### **4.2.5.4 VENDOR CERTIFICATIONS**

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

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

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

##### **4.2.5.4.2 *Debarment***

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

##### **4.2.5.4.3 *Open Trade***

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

##### **4.2.5.4.4 *Standard Contract***

The vendor must agree to the use of the Department's standard contract document. The vendor will further comply with all the terms and conditions of that document, including, but not limited to, compliance with the Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act, Alabama Act No. 2000-775 (governing individuals in direct service positions who have unsupervised access to 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 Examiners of Public Accounts, the State Finance Director, and the Office of the Governor.

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

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

##### **4.2.5.4.6 *Financial Accounting***

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

#### **4.2.5.4.7 Vendor Work Product**

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

#### **4.2.5.5 ATTACHMENTS**

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

##### **4.2.5.5.1 Disclosure Statement**

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

##### **4.2.5.5.2 Trade Secret Affidavit**

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

##### **4.2.5.5.3 Certificate of Compliance**

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

##### **4.2.5.5.4 E-verify Memorandum of Understanding (MOU)**

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

##### **4.2.5.5.5 Immigration Status Form**

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

## **SECTION 5: COST PROPOSAL**

### **5.0 COST PROPOSAL**

Vendors must prepare their budgets using the cost proposal forms *Appendix E* and instructions specified in *Appendix F*. Vendors must also attach a detailed budget justification describing the activities and cost for all proposed line- item expenses, including personnel and their responsibilities. Priority consideration will be given to proposals that include budgets with a greater percentage of funds for direct services rather than program administration.

All activities identified in Pre-Adoption Services of this document must be offered at or below the rates specified.

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

**SECTION 6: EVALUATION CRITERIA**

**6.0 EVALUATION CRITERIA**

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

<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	275
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	10
E. Staff Performance Evaluations and Training	4.2.5.1.5	5
F. Background Checks	4.2.5.1.6	0
G. Vendor Financial Stability	4.2.5.2	10
<b>Method of Providing Services</b>	<b>45% of points for a possible 450 points</b>	
A. Service Delivery Approach	4.2.5.3.1	325
B. Pre-Adoption Services	4.2.5.3.2	75
C. Tracking	4.2.5.3.3	25
D. Start-up Plan	4.2.5.3.4	15
E. Assessment of Benefits and Impact	4.2.5.3.5	10
F. Office Location	4.2.5.3.6	0
G. Vendor Certifications	4.2.5.4.	0
<b>Budget</b>	<b>25% of points for a possible 250 points</b>	
A. Budget	5.0	250

## 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.

**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 C: TRADE SECRET AFFIDAVIT**

**Alabama Department of Human Resources**

**AFFIDAVIT FOR TRADE SECRET CONFIDENTIALITY**

DEPARTMENT OF \_\_\_\_\_ )  
County of \_\_\_\_\_ )ss.

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

1. I am an attorney licensed to practice in the State of \_\_\_\_\_, representing the Vendor referenced in this matter, and have full authority from the Vendor to submit this affidavit and accept the responsibilities stated herein.
2. I am aware that the Vendor is submitting a proposal to the Alabama Department of Human Resources for RFP # \_\_\_\_\_. Public agencies in Alabama are required by Alabama law to permit the public to examine documents that are kept or maintained by the public agencies, other than those legitimately meeting the provisions of the Alabama Trade Secrets Act, Alabama Code Section 8-27-1, and that the Department is required to review claims of trade secret confidentiality.
3. I have read and am familiar with the provisions of the Alabama Trade Secrets Act, am familiar with the case law interpreting it, and understand that all information received in response to this RFP will be available for public examination except for:
  - (a) trade secrets meeting the requirements of the Act; and
  - (b) information requested by the Department to establish vendor responsibility unless prior written consent has been given by the vendor.
4. I am aware that in order for the Vendor to claim confidential material, this affidavit must be fully completed and submitted to the Department, and the following conditions must be met by the Vendor:
  - (a) information to be withheld under a claim of confidentiality must be clearly marked and separated from the rest of the proposal;
  - (b) the proposal may not contain trade secret matter in the cost or price; and
  - (c) the Vendor's explanation of the validity of this trade secret claim is attached to this affidavit.
5. I and the Vendor accept that, should the Department determine that the explanation is incomplete, inadequate or invalid, the submitted materials will be treated as any other document in the department's possession, insofar as its examination as a public record is concerned. I and the Vendor are solely responsible for the adequacy and sufficiency of the explanation. Once a proposal is opened, its contents cannot be returned to the Vendor if the Vendor disagrees with the Department's determination of the issue of trade secret confidentiality.
6. I, on behalf of the Vendor, warrant that the Vendor will be solely responsible for all legal costs and fees associated with any defense by the Department of the Vendor's claim for trade secret protection in the event of an open records request from another party which the Vendor chooses to oppose. The Vendor will either totally assume all responsibility for the opposition of the request, and all liability and costs of any such defense, thereby defending, protecting, indemnifying and saving harmless the Department, or the Vendor will immediately withdraw its opposition to the open records request and permit the Department to release the documents for examination. The Department will inform the Vendor in writing of any open records request that is made, and the Vendor will have five working days from receipt of the notice to notify the Department in writing whether the Vendor opposes the request or not. Failure to provide that notice in writing will waive the claim of trade secret confidentiality, and allow the Department to treat the documents as a public record.

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

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

Signed and sworn to before me on \_\_\_\_\_ (date) by \_\_\_\_\_  
\_\_\_\_\_ (Affiant's name).

Name of Notary Public: \_\_\_\_\_ for the  
Department of: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



**APPENDIX D: CERTIFICATE OF COMPLIANCE**

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

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

**DATE:** \_\_\_\_\_

**RE Contract/Grant/Incentive (describe by number or subject):**

\_\_\_\_\_ by and between  
\_\_\_\_\_ (Contractor/Grantee) and  
\_\_\_\_\_ (State Agency, Department or Public Entity)

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

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

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

- a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.
- b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

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

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

\_\_\_\_\_(b)The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.

3. As of the date of this Certificate, Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;
4. Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
Name of Contractor/Grantee/Recipient

By: \_\_\_\_\_

Its \_\_\_\_\_

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

this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

WITNESS: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Witness

**APPENDIX E: IMMIGRATION STATUS FORM**

**IMMIGRATION STATUS**

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

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Witness





			..... .....		
		<b>Other (specify)</b>	..... ..... .....	.....	\$
					\$
					\$
				<b>Subtotal Fringe Benefits:</b>	\$
				<b>TOTAL PERSONNEL:</b>	\$
<b>2. SUBCONTRACTS</b>	<b>All subcontracts require the Department's prior written approval.</b>				<b>TOTAL DHR SHARE</b>
					\$
					\$
					\$
					\$
					\$
					\$
					\$
				<b>TOTAL SUBCONTRACTS:</b>	\$
<b>3. TRAVEL</b>	<b>Out-of-state travel is not allowed.</b>				<b>TOTAL DHR SHARE</b>
				<b>Within project coverage area</b>	\$
				<b>In-state (out-of-coverage area)</b>	\$
					\$
				<b>Board Members - Within project coverage area</b>	\$
				<b>Board Members - In-state (out-of-coverage area)</b>	\$
					\$
					\$
				<b>TOTAL TRAVEL:</b>	\$
<b>4. SPACE</b>	<b>All repairs to facilities, regardless of the cost, require the Department's prior written approval.</b>				<b>TOTAL DHR SHARE</b>
				<b>Basic Local Phone Service</b>	\$

				<b>Long Distance</b>	\$
				<b>Rent/Lease</b>	\$
				<b>Use Allowance</b>	\$
				<b>Utilities</b>	\$
				<b>Upkeep (buildings/ grounds)</b>	\$
				<b>Minor Repairs</b>	\$
				<b>Other (specify)</b>	\$
				<b>TOTAL SPACE:</b>	\$
<b>5. SUPPLIES</b>					<b>TOTAL DHR SHARE</b>
				<b>Office Supplies</b>	\$
				<b>Computer-related Supplies</b>	\$
				<b>Custodial Supplies</b>	\$
				<b>Other (specify)</b>	\$
				<b>TOTAL SUPPLIES:</b>	\$
<b>6. EQUIPMENT</b>	<b>The Department's prior written approval is required for all property items having a total unit or individual cost of \$100 or greater.</b>				<b>TOTAL DHR SHARE</b>
				<b>Purchase</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>	\$
<b>7. OTHER</b>					<b>TOTAL DHR SHARE</b>
				<b>Membership Dues (itemize and attach a separate listing)</b>	\$



				<b>Subscriptions (itemize and attach a separate listing)</b>	\$
				<b>A-133 Audit</b>	\$
				<b>Liability Insurance</b>	\$
				<b>Attorney (Legal) Fees</b>	\$
				<b>Other (specify)</b>	\$
				<b>Adoption Homes (specify number of homes to be recruited)</b>	\$
				<b>TOTAL OTHER:</b>	\$



within project coverage area; in-state (out-of-project coverage area); and out-of-state. **Out-of-state travel is not allowed.**

4. **Space**

**Basic Local Phone Service:** Includes, as applicable, the portions of the phone bill which represent basic local phone service, local toll calls, area dial and expanded area dial.

**Long Distance:** Include, as applicable, the portions of the phone bill which represent long distance calls and charges for 1-800 service. Do NOT include local toll calls or calls made from cell phones.

**Rent/Lease:** Self- explanatory.

**Use Allowance:** To be used in the event any Board member, officer, employee, volunteer, or other representative of the Applicant owns the building in which any portion of services are provided. (An FM-05 “USE ALLOWANCE – SPACE” form is required. Copies of this form are available from the Department upon request.)

**Utilities:** Include all utilities associated with power, gas, and water. **Do not include such costs as Cable TV, telephone, or Internet access.**

**Upkeep (buildings/grounds):** Include routine and scheduled upkeep of the facilities and grounds that are NOT the responsibility of the owner or lessor.

**Minor Repairs:** Include only minor repairs that are NOT the responsibility of the owner or lessor. **All repairs to facilities require the Department’s prior written permission, regardless of the cost of the repair.**

**Other (specify):** Items must not otherwise be the responsibility of the property owner or lessor. Itemize and be specific.

5. **Supplies**

**Office Supplies:** Include general office supplies. Also, include computer-related supplies, for example, floppy disks, etc.

**Custodial Supplies:** Include only supplies related to janitorial/custodial work, for example, cleaning supplies, mops, brooms, dust pans, etc.

**Other (specify):** Itemize, as applicable, and be specific.

6. **Equipment**

Include all property items that do not meet the definition of supplies.

**Purchase:** Include all costs associated with the intended procurement of property items needed to implement your proposed quality enhancement project. **The Department’s prior written approval is required for all property items having a total unit cost of \$100 or greater, including the base price, taxes, shipping, handling, and any additional add-on cost.** The term “unit” means collectively all requisite items which make a property item fully complete and functional. Property items comprised of multiple components must be considered collectively when calculating the total unit cost. For example, a fax machine may cost \$99 while the paper feeder attachment has a separate cost of \$25. These items collectively would make

up a single property item (the paper feeder is considered a component of the fax machine) with a unit cost of \$124, plus taxes, shipping, and handling, etc.

**Rental/Lease:** Include all costs associated with the rental or lease of equipment. **Rental/Lease costs for a unit of property, as described above that equal or exceed \$100 require the Department's prior written permission.**

**Repairs:** Include all costs associated with repairs related to equipment. **Repairs that equal or exceed \$100 require the Department's prior written permission.**

**Maintenance Agreements:** Include all costs associated with ongoing maintenance agreements related to equipment and other property items. **Maintenance agreements that equal or exceed \$100 require the Department's prior written permission.**

**Use Allowance:** Include any applicable usage cost allocable to the program for property items owned by the Applicant **and** not purchased in whole or in part with any federal or state funds. (An FM-06 "USE ALLOWANCE – EQUIPMENT" form is required for all use allowances for equipment. This form is available from the Department upon request.) **Use allowance for any property item that equals or exceeds \$100 requires the Department's prior written permission.**

**Office Furniture:** Include all costs associated with desks, chairs, file cabinets and other office furnishings. **Office furniture requires the Department's prior written approval for any item with a total unit cost (as described for an equipment purchase) of \$100 or greater.**

**Office Furnishings:** Include all other property items, for example, wall hangings, lamps, pictures, decorations, trash cans, etc. **Office furnishings require the Department's prior written approval for any item with a total unit cost (as described for an equipment purchase) of \$100 or greater.**

**Other (specify):** Itemize, as applicable, and be specific.

7. **Other**

**Membership Dues:** Itemize and attach a separate listing of all memberships in, and the associated dues paid to, professional associations or organizations. All memberships must be **directly related** to the Applicant's quality enhancement project. **(Include organizational dues only. Individual dues are not allowed.)**

**Subscriptions:** Itemize and attach a separate listing of all subscriptions to magazines, journals, or other publications. All subscriptions must be **directly related** to the Applicant's quality enhancement project. **(Include organizational subscriptions only. Individual subscriptions are not allowed.)**

**A-133 Audit:** Include all costs associated with contracting with a CPA firm to conduct the required annual A-133 audit. This audit is required only for Contractors who receive more than \$749,999 in federal funds.

**Liability Insurance:** Include only the premium costs for insurance policies required under the contract with the Department.

**Attorney (Legal) Fees:** Include all costs associated with the use of attorneys. (Specify whether the costs are based on an hourly rate or a periodic retainer.) **An Attorney Log is required to be maintained for all legal expenses incurred, as prescribed in the Manual, and all such expenditures are subject to the Department's discretion and approval.**

**Other (specify):** Include miscellaneous costs such as bank stop payment fees, etc., but do not include any item for which a space is otherwise provided.

*On page 1, include the totals from pages 2-4. In addition, include the following additional items:*

**8. BUDGET TOTAL** Enter the sum of lines 1 - 7.

**In addition, in the space provided below BUDGET TOTAL, list the source and amount of all funds received directly from a source other than the Department.**