



# ALABAMA DEPARTMENT OF HUMAN RESOURCES REQUEST FOR PROPOSALS

## PROCUREMENT INFORMATION

<b>RFP Number:</b> 2022-100-09	<b>RFP Title:</b> Enhanced Transitional Living Services
<b>Proposal Due Date and Time:</b> December 30, 2022 12:00 p.m., Central Time	<b>Number of Pages:</b> 33
<b>Procurement Officer:</b> Vicki Cooper-Robinson, Procurement Manager Phone: (334) 353-2471 E-mail Address: <a href="mailto:vicki.robinson@dhr.alabama.gov">vicki.robinson@dhr.alabama.gov</a> Website: <a href="http://www.dhr.alabama.gov">http://www.dhr.alabama.gov</a>	<b>Issue Date:</b> November 18, 2022 <b>Issuing Division:</b> <i>Family Services</i>

## INSTRUCTIONS TO VENDORS

<b>Submit Proposal Electronically to:</b> Vicki Cooper-Robinson, Procurement Manager Resource Management Division/Office of Procurement Alabama Department of Human Resources Email Address: <a href="mailto:sdhr.procurement@dhr.alabama.gov">sdhr.procurement@dhr.alabama.gov</a>	<b>Label Envelope/Package:</b> <b>RFP Title/Number:</b> Enhanced Transitional Living Services 2022-100-09 <b>Proposal Due Date:</b> Friday, December 30, 2022 <b>Special Instructions:</b>
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## VENDOR INFORMATION

(Fill in the information fields below and return this form with RFP response)

<b>Vendor Name/Address:</b> (no P.O. Boxes)	<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.  Original  Copy

Total number of proposal pages: \_\_\_\_\_

Trade Secret Declarations: (reference section/page(s) of trade secret declarations)

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## VENDOR'S RFP CHECKLIST

1. \_\_\_\_\_ **Read the *entire* document.** Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; licensing requirements; contractual requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. \_\_\_\_\_ **Note the procurement officer's name, address, phone numbers and e-mail address.** This is the only person you are allowed to communicate with regarding the RFP.
3. \_\_\_\_\_ **Attend the pre-proposal conference** if one is offered. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the Department of any ambiguities, inconsistencies, or errors in the RFP.
4. \_\_\_\_\_ **Take advantage of the “question and answer” period.** Submit your questions to the procurement officer by the due date listed in the Schedule of Events and view the answers given in the formal “addenda” issued for the RFP. All addenda issued for an RFP are posted on the Department’s website at [www.dhr.alabama.gov](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>November 18, 2022</b>
<b>Deadline for Receipt of Written Questions.....</b>	<b>December 02, 2022</b>
<b>Deadline for Posting of Written Responses to Questions .....</b>	<b>December 09, 2022</b>
<b>Electronic Submission Proposal Due Date.....</b>	<b>December 30, 2022</b>
<b>Evaluation of Proposals and Selection of Vendors .....</b>	<b>January 10-13, 2023</b>
<b>Intended Date for Notice of Intent to Award a Contract .....</b>	<b>January 31, 2023</b>

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

### **1.0 PROJECT OVERVIEW**

The Alabama Department of Human Resources is seeking qualified vendors to provide seventy-five (75) slots of Enhanced Transitional Living Services (ETLS) that are designed to bring the skill development and preparation offered through a Transitional Living Program (TLP) placement into whatever current placement a youth needing TLP services is residing. It will be expected when a youth is referred to a ETLS Vendor, the Vendor will provide specified services to help a youth prepare for living independently. These referrals would recognize the youth's current placement offers them services to meet standard living needs, mental health, or behavioral needs, but are not designed to teach specific skill development needed for a youth to live on their own. Youth placed in contracted TLP or ILP would not be eligible for these services. Appropriate referrals for the ETLS Vendor include youth who based on their age or phase of care are in need and ready to learn and practice basic independent living skills who do not have access to a TLP placement. Youth must be at least 17 years of age and have permanency plan of APPLA for these services.

A more complete description of the services sought for this project is provided in *Section 3, Scope of Project*. Proposals submitted in response to this solicitation must comply with the instructions and procedures contained herein.

### **1.1 ELIGIBLE ENTITIES**

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

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

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

### **1.3 CONTRACT TERM**

The initial contract term is for a period of **thirty-five (35) months** and will end **December 31,2025**. 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. ***The selected vendor must be fully operational upon signature of contract.***

### **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) *Thursday, December 02, 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 *December 09, 2022* to all questions received by the deadline on *Thursday, December 02, 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 of the requirements described in this document. The Department will determine whether a vendor's proposal meets the terms of the requirements. Proposals that do not meet all requirements listed in this RFP may be subject to point reductions during the evaluation process or may be deemed non-responsive. Proposals that do not meet the requirements 1.6.1 through 1.6.8 will be deemed non-responsive and no other consideration will be given. **DO NOT ALTER ANY OF THE FORMS LISTED BELOW OR OTHERWISE INCLUDED/REQUIRED IN THIS DOCUMENT.**

### **1.6.1 DEADLINE FOR RECEIPT OF PROPOSALS**

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

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

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

### **1.6.3 DISCLOSURE STATEMENT**

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000. Disclosure Statements are available for completion on the Attorney General's web site at [www.ago.alabama.gov](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 into a new contract with a current vendor who is under a corrective action plan until all corrective requirements have been met.*

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

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

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

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

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

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

## **1.8 SUBMITTING A PROPOSAL**

### **1.8.1 ELECTRONIC SUBMISSION OF PROPOSALS**

Vendors must submit **one (1)** electronic proposal, clearly labeled with the Vendor's name, RFP title and number and include authorizing official's signature to:

**Vicki Cooper-Robinson, Procurement Manager**  
**Resource Management Division/Office of Procurement**  
**Email: [sdhr.procurement@dhr.alabama.gov](mailto:sdhr.procurement@dhr.alabama.gov)**

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 clearly indicate that they are in response to the **RFP# 2022-100-09**. **Proposals must be submitted electronically to [sdhr.procurement@dhr.alabama.gov](mailto:sdhr.procurement@dhr.alabama.gov) by December 30, 2022 at 12:00 p.m. CST.**

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

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

### **1.8.3 COST PROPOSAL FORMS**

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

### **1.8.4 TIMELY SUBMITTED PROPOSALS**

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

### **1.8.5 LATE PROPOSALS**

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

## **SECTION 2: STANDARD INFORMATION**

### **2.0 AUTHORITY**

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

### **2.1 VENDOR COMPETITION**

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

### **2.2 NONDISCRIMINATION**

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

### **2.3 CERTIFICATE OF COMPLIANCE AND E-VERIFY**

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

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

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

## **2.4 NO BOYCOTT CLAUSE**

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

## **2.5 TERMINATION/ALTERNATIVE RESOLUTION**

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

## **2.6 MERIT SYSTEM EXCLUSION**

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

## **2.7 IMMIGRATION CLAUSE**

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

## **2.8 DUNS NUMBER**

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

## **2.9 PROPOSAL EFFECTIVE PERIOD**

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

## **2.10 TRADE SECRETS**

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

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

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

### **2.11.1 PRE-SCREENING**

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

### **2.11.2 EVALUATION OF PROPOSALS**

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

## **2.12 DISCUSSION/NEGOTIATION AND/OR ORAL PRESENTATION/PRODUCT DEMONSTRATION**

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

### **2.13 BEST AND FINAL OFFER**

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

### **2.14 PUBLIC REQUESTS FOR INFORMATION**

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

### **2.15 COST OF PREPARING A PROPOSAL**

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

### **2.16 DEPARTMENT’S RIGHTS RESERVED**

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

#### **2.16.1 PRE-SELECTION DISCRETION**

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

### **2.16.2 POST-SELECTION DISCRETION**

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

### **2.16.3 WAIVERS**

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

### **2.16.4 NEGOTIATIONS**

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

### **2.16.5 ADOPTION OF IDEAS**

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

### **2.16.6 ORAL PRESENTATIONS**

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

### **2.16.7 AMENDMENTS**

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

### **2.16.8 NO GUARANTEE OF CONTRACT**

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

### **2.16.9 RIGHT TO INVESTIGATE AND REJECT**

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

### **2.16.10 DISCLAIMER**

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

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

### **3.0 SCOPE OF PROJECT**

Enhanced Transitional Living Services (ETLS) are designed to bring the skill development and preparation offered through a Transitional Living Program (TLP) placement into whatever current placement a youth needing TLP services is residing. It will be expected when a youth is referred to a ETLS Vendor, the Vendor will provide specified services to help a youth prepare for living independently. These referrals would recognize the youth's current placement offers them services to meet standard living needs, mental health, or behavioral needs, but are not designed to teach specific skill development needed for a youth to live on their own. Youth placed in contracted TLP or ILP would not be eligible for these services. Appropriate referrals for the ETLS Vendor include youth who based on their age or phase of care are in need and ready to learn and practice basic independent living skills who do not have access to a TLP placement. Youth must be at least 17 years of age and have permanency plan of APPLA for these services.

### **3.1 STAFF REQUIREMENTS/QUALIFICATIONS**

Vendor's must provide a supervisor to the program with at least a Master's degree in the field of social work, psychology, human and child development, counseling, or sociology from a college or university accredited by one of the six regional accrediting associations of the United States with a minimum of 2 years of successful full-time, paid supervisory experience in a social services setting (experience in providing in-home services is preferred).

Vendor may employ Family Support Workers with at least a Bachelor's degree in the field of social work, psychology, human and child development, counseling, sociology or related field, from a college or university accredited by one of the six regional accrediting associations of the United States and a minimum of one (1) year of associated experiences. Employees of established programs who were hired prior to April 24, 2008; who possess a Bachelor's Degree from an accredited college or university; and who have a minimum of five years of experience providing human related services may be "grandfathered" in and considered for employment in this position.

### **3.2 STAFF AND CASELOAD RESTRICTIONS**

Staff and caseload limits for treatment teams are as follows: Supervisors, a maximum of 4 family support workers; and Family Support Workers, a maximum of 6 youth. The proposal must also delineate how supervision will be accomplished, both in case specific and general work performance areas. Supervisors will not carry a caseload.

### **3.3 AVAILABILITY OF SERVICES**

Services do not require emergency work hours but must be willing to establish work times that meet the needs of the youth receiving the services. Programs must detail how they will structure work times.

### **3.4 SERVICE DELIVERY**

The service delivery process begins when a referral is made by the local County Department of Human Resources to the ETLS agency. Referrals must also include a copy of the Youth Assessment Summary, Transition Plan, most recent Individual Service Plan (ISP) and Comprehensive Family Assessment (CFA). Referral must also address the specific barriers for youth's placement in TLP. At the time of the initial referral, an intake assessment meeting will be completed by the DHR worker. During the intake meeting, the DHR worker will help arrange the initial contact between the ETLS staff and youth. The initial contact between youth and ETLS staff must be within 7 days from Vendor acceptance of the referral, to conduct an initial assessment of youth needs and strengths. If the ETLS provider is unable to contact the youth within 7 days, the

DHR referral worker must be notified. ETLS staff and referral workers must maintain contact at a frequency sufficient to address the circumstances and needs of families.

All referrals received will be listed in chronological order and contacted in the order of referral. The local County DHR Director or Resource Supervisor will reserve the right to advance a referral on the waiting list deemed to need immediate services. If there are no openings, DHR staff will look for another ETLS Vendor.

The ETLS Supervisor will contact the DHR referral worker, within two days of an anticipated opening, to obtain updated information and arrange an initial visit with a new youth. Any variation of this procedure must be approved by the local County DHR.

ETLS workers will provide at minimum two, 90-minute sessions each week on different days during the week, determined by the needs of the youth as defined in the ISP. The ETLS workers will accept up to 6 youth. The ETLS worker will use flexible work hours to meet the needs of the youth.

Youth assessment is an on-going process. Services are provided only for as long as services are needed. It is anticipated that treatment through ETLS services may last from 3 to 6 months. If it is necessary to exceed the 6 months of service authorization, there must be concurrence from the County Director and State Office of ILP.

### **3.6 CORE SERVICES**

Vendors must be able to provide the services identified below. Services must be based on the needs identified in the youth's Transition Plan, the ISP and ISP team decisions. Vendors must:

- A. Schedule and coordinate the child's treatment plan: initial treatment plan within ten (10) days, comprehensive treatment plan within thirty (30) days and reviews every thirty (30) days. All treatment plans developed by the agency should be coordinated with the DHR county social workers and based upon the goals established in the child's Individualized Service Plan (ISP) and Transition Plan.
- B. Conduct two in-home, face to face contacts per week with the youth, (90 minute sessions) referencing skills associated to the ILP Framework and provide basic living skills training in accordance with the outcomes identified in the Transition Plan and ISP.
- C. Provide activities to including the development, improvement and reinforcing of age-appropriate social, communication and behavioral skills. Skill building must be tailored to a youth's current level of functioning moving them from an awareness of skill to learning and doing the skills. Skill areas include: Personal growth/social development; family supports/healthy relationships; health education/risk prevention; education, employment and career preparation; money management; housing and home management; and transportation.
- D. When youth do not have an established or healthy relationship with their family, vendor will work to establish at least one adult in the youth's life that will remain once they have left foster care; promoting permanent connections.
- E. Assist youth with referrals to other programs/services that will increase skills moving them toward independence. This assistance can include but is not limited to helping them set up and attend dentist, doctor and mental health appointments, as well as job interviews, obtainment of driver's license and grocery shopping as deemed appropriate through ISP team.
- F. Provide education and support to enhance the youth's ability to function independently by assisting the youth with how to locate and appropriately utilizing community resources, services and activities (e.g., food, clothes, shelter, transportation, etc.)
- G. Attend ISP's, IEP's, court hearings and other appointments along with the child and family to assure coordination of services. Assist the family /child in getting to meetings or appointments when necessary.

- H. Provide progress/summary reports to the referring DHR worker monthly. Reports must document progress or lack thereof and provide an actual assessment of skill development moving toward a recommendation for ILP services.
- I. Assist in creating a behavior management plan for the child with the other members of the ISP team, if needed. All ETLS agencies must maintain staff that has expertise in the development of such plans. (DHR shall assume the responsibility of completing behavioral management plans on all youth that require them.)
- J. Provide weekly consultation with DHR as needed and provide immediate response in the event health or safety issues poses a threat to the child.

### **3.7 ROLES OF DHR AND ETLS**

As it relates to roles, ultimately, DHR is the case manager for the case.

#### **3.7.1 DHR ROLES**

- A. DHR will be responsible for coordinating the scheduling and holding of the ISP with the document distributed within 10 working days.
- B. DHR will work with the ETLS agency on the development of the treatment plan and for a regular review of the plan.
- C. DHR will be responsible for assuring that all services to be provided are included in the ISP including the core services that are appropriate for the case. DHR is also responsible for assuring that all pertinent team members attend the ISP including the ETLS staff.
- D. The DHR worker will confirm with the youth the acceptance of the services deemed necessary for the youth and will arrange for a time of introduction of the ETLS staff to the youth and their placement so that responsibilities and roles are discussed.
- E. DHR will responsible for assuring that the ETLS agency has a copy of the ISP if one already exists and is responsible for assuring that the ETLS agency participates in the ISP.
- F. DHR staff will be required to make a monthly face to face contact with each youth.
- G. The DHR worker will review the reports to determine that adequate progress is being made by the youth and vendor to assure that the appropriate supports are in place.
- H. The DHR worker will assist in the coordination of services to address the needs of the youth.
- I. DHR has its own QA component as it relates to the local QA committee and case review process.

#### **3.7.2 ROLES OF IHS WORKERS**

- A. The ETLS worker is responsible for completion of all assigned tasks in the ISP.
- B. The ETLS worker actively participants in the ISP.
- C. The ETLS worker/staff is responsible for meeting the requirements listed in the core services.
- D. The ETLS worker is responsible for preparing monthly comprehensive reports that are current, accurate, and meaningful, are behaviorally specific and describe barriers/outcomes.
- E. The ETLS agency is responsible for recruiting candidates for the various positions that are part of the contract and for coordinating with DHR on the suitability of the various candidates.
- F. After the youth has agreed to the services, the ETLS agency will accompany the DHR worker to the home at the point of first introduction to the youth and their placement provider in a discussion of the plan for the youth.
- G. The ETLS staff can call an ISP if one is deemed necessary but has not been scheduled.
- H. The ETLS staff will assist in making referrals to other programs/services to address the needs identified for the youth and assure those services are meeting the needs.

- I. The ETLS staff will schedule and coordinate the youth's treatment plan as per the information in the core services up to and including discharge from the program.
- J. The ETLS staff members are responsible for working with the local DHR office and SDHR to resolve any concerns that are identified.
- K. The ETLS agency should assist in the development and monitoring of a behavior management plan for youth, if warranted.
- L. The ETLS agency will conduct QA activities, including outcome measures, for the services/programs being provided and will share this information with DHR. Progress toward outcomes will be assessed toward the ninety (90) days timeframe.
- M. The ETLS agency will be familiar with pertinent DHR policies related to the service provision, planning with families.

### **3.9 REJECT POLICY**

Each proposal must define how the program will meet the following criteria for rejections and closures within the program. (Just a statement that they will not occur will not suffice for explanation of how these requirements will be met.) A Vendor will be able to reject no more than 10% of the referrals appropriate for ETLS (as determined by DHR) in any program year, except when it can be documented that there are no available slots.

### **3.11 OUTCOMES**

It is expected that all outcomes will be directly related to skill development to promote the youth's preparation for supervised independent living. The Department's Youth Assessment Summary will be able to guide the developmental improvements during the 90-day provider involvement.

### **3.12 QUALITY ASSURANCE**

Proposals must clearly identify the quality assurance process that will be utilized in the delivery of ETLS services. The process must include staff that will be used in quality assurance assessment, as well as what model will be used. Vendors must submit a copy of their quality assurance plan with the proposal.

### **3.13 TRACKING**

Each proposal must affirm capacity to capture relevant data and demonstrate how the Vendor will track the youth who have received services through their program. Critical data to capture includes but is not limited to: number of referrals; number of cases accepted; number of cases rejected (reason for rejection); number of youth served; number of youth (cases) closed; placement preparation following services to indicate a successful closure; Tracking for each youth served successfully by the ETLS provider must be for no less than twenty-four (24) months post closure. Proposals must indicate additional areas that will be tracked and what outcomes are expected in each of the areas. Selected Vendors will be required to provide all reports to county and State DHR that are required in case management and tracking for service utilization monthly.

## **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.* Proposals must label the bolded sections and subsections (titles and numbers) to which the information pertains as specified in Section 4 of this document. Vendors should avoid the use of elaborate presentations 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 into a new contract with a current vendor who is under a corrective action plan until all corrective requirements have been met.*

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

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

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

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

#### **4.2.5.1.6 Background Checks**

Describe in detail the steps the vendor will take to ensure that no employee, regardless of their position, has been the subject of any incident or investigation which would call into question the propriety of that employee's working with the population indicated in this document and for this project. Provide documentation that each employee has had an Alabama Bureau of Investigation (ABI) and a Federal Bureau of Investigation (FBI) criminal background check. Describe your organization's general procedure for addressing occurrences when an incident or allegation is reported, founded or unfounded.

### **4.2.5.2 VENDOR FINANCIAL STABILITY**

Vendors must submit an audited financial statement for year 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 an outline of the entire curriculum. Vendor should include the methods to be used that will convincingly demonstrate to the Department what the vendor intends to do, the timeframes necessary to accomplish the work, and how the work will be accomplished. *All services as specified in Section 3: Scope of Project must be addressed in the Service Delivery Approach.*

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

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

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

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

#### **4.2.5.3.4**      *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 submit a budget for approximately thirty-five months, beginning after the *signing of the contract through December 31, 2025* from the total amount of compensation that will be required to provide this placement meeting the program requirements and the core services outlined in this document. **2024 will be a leap year, please plan accordingly.** The cost proposal form (*Appendix F*) must be completed indicating a daily rate per child and the number of beds offered at the stated rate. *The daily rate is subject to approval by the Department and Medicaid.*

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

*All services billed as Medicaid Rehab services must be in compliance with Chapter 105 of the Medicaid Rehab Manual and are not to exceed the daily caps.*

*The parties understand and acknowledge that the vendor may, in certain circumstances and in accordance with the county department's procedures, bill the county department for certain ancillary services. Ancillary services are defined as services, outside program requirements and core services, needed by a child and authorized by the ISP.*

**SECTION 6: EVALUATION CRITERIA**

**6.0 EVALUATION CRITERIA**

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

<b>Category</b>	<b>RFP Section</b>	<b>Point Value</b>
<b>Vendor Qualifying Information</b>		<b>30% of points for a possible 300 points</b>
A. Vendor Profile and Experience	4.2.5.1.1	225
B. Past and Present Contractual Relationships with the Department	4.2.5.1.2	0
C. Contract Performance	4.2.5.1.3	<i>To be Determined</i>
D. Project Staff/Resumes/Job Descriptions	4.2.5.1.4	25
E. Staff Performance Evaluations and Training	4.2.5.1.5	25
F. Background Checks	4.2.5.1.6	0
G. Vendor Financial Stability	4.2.5.2	25
<b>Method of Providing Services</b>		<b>50% of points for a possible 500 points</b>
A. Service Delivery Approach	4.2.5.3.1	450
B. Start-up Plan	4.2.5.3.2	25
C. Assessment of Benefits and Impact	4.2.5.3.3	25
D. Office Location	4.2.5.3.4	0
E. Vendor Certifications	4.2.5.4.	0
<b>Cost Proposal</b>		<b>20% of points for a possible 200 points</b>
A. Cost Proposal	5.0	200

## **APPENDIX A: STANDARD TERMS AND CONDITIONS**

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

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

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

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

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

**AUTHORITY:** The following request for proposal, limited solicitation, or contract is issued under authority of Section 41-16-72 of the Alabama Code (Act 2001-956, 2001 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 \_\_\_\_\_ )

)ss.

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

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

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

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

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

- (a) trade secrets meeting the requirements of the Act; and
- (b) information requested by the Department to establish vendor responsibility unless prior written consent has been given by the vendor.

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

- (a) information to be withheld under a claim of confidentiality must be clearly marked and separated from the rest of the proposal;
- (b) the proposal may not contain trade secret matter in the cost or price; and
- (c) the Vendor's explanation of the validity of this trade secret claim is attached to this affidavit.

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

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

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

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

Signed and sworn to before me on \_\_\_\_\_ (date) by \_\_\_\_\_

\_\_\_\_\_ (Affiant's name).

Name of Notary Public: \_\_\_\_\_ for the

Department of: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



**APPENDIX D: CERTIFICATE OF COMPLIANCE**

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

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

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

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

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

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

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

- 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".
  - 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.
- 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;
  - 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>APPENDIX F: COST PROPOSAL FORM</b>
---------------------------------------

<b>Contract Number:</b>		<b>DHR USE ONLY</b>	<b>Taxpayer ID#:</b>
<b>Agency:</b>			
<b>Address:</b>			
<b>Project Title:</b>			
<b>Budget Period:</b>	<i>After signage of contract</i>	<b>to</b>	<i>December 31,2025</i>

**I. Rate Information:**

*\* Note: FY 2024 is a leap year*

**Year 1:**

A. Proposed Cost for FY23: Number of slots for Enhanced Transitional Living Services \_\_\_\_\_ x  
 \$\_\_\_\_\_ Fixed Rate x 365 Days = \$\_\_\_\_\_ Total Cost for Enhanced  
 Transitional Living Services

**Year 2:**

B. Proposed Cost for FY24: Number of Slots for Enhanced Transitional Living Services \_\_\_\_\_ x  
 \$\_\_\_\_\_ Fixed Rate x 366 Days = \$\_\_\_\_\_ Total Cost for Enhanced  
 Transitional Living Services

**Year 3:**

C. Proposed Cost for FY25: Number of Slots for Enhanced Transitional Living Services \_\_\_\_\_  
 x \$\_\_\_\_\_ Fixed Rate x 365 Days = \$\_\_\_\_\_ Total Cost for Enhanced  
 Transitional Living Services.