



# ALABAMA DEPARTMENT OF HUMAN RESOURCES REQUEST FOR PROPOSALS

PROCUREMENT INFORMATION	
<b>RFP Number:</b> GB2023-100-06	<b>RFP Title:</b> Crisis and Assessment Program (CAP)
<b>Proposal Due Date and Time:</b> Friday, December 15, 2023 12:00 p.m., Central Time	<b>Number of Pages:</b> 35
<b>Procurement Officer:</b> Jodie M. Nata, Division Director Phone: (334) 242-1650 Email: <a href="mailto:sdhr.procurement@dhr.alabama.gov">sdhr.procurement@dhr.alabama.gov</a> Website: <a href="http://www.dhr.alabama.gov">http://www.dhr.alabama.gov</a>	<b>Issue Date:</b> Friday, January 5, 2024
	<b>Issuing Division:</b> Family Service Division
INSTRUCTIONS TO VENDORS	
<b>Electronic Submission of Proposal to:</b> Jodie M. Nata, Division Director Resource Management Division/Office of Procurement <a href="mailto:sdhr.procurement@dhr.alabama.gov">sdhr.procurement@dhr.alabama.gov</a>	<b>RFP Title/Number:</b> Crisis and Assessment Program (CAP) GB2023-100-06 <b>Proposal Due Date:</b> Friday, December 15, 2023
	<b>Special Instructions:</b>
VENDOR INFORMATION	
(Fill in the information fields below and return this form with RFP electronic response)	
<b>Vendor Name/Address: (no P.O. Boxes)</b>	<b>Authorized Vendor Signatory:</b>
<b>DUNS NUMBER:</b> _____	(Please print name and sign in ink)
<b>Vendor Phone Number:</b> (    )	<b>Vendor FAX Number:</b> (    )
<b>Vendor Federal I.D. Number:</b>	<b>Vendor E-mail Address:</b>
<b>Total number of proposal pages:</b> _____	
<b>Trade Secret Declarations: (<u>reference section/page(s) of trade secret declarations</u>)</b>	

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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; 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 must be complete.
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>December 4, 2023</b>
<b>Deadline for Receipt of Written Questions.....</b>	<b>December 8, 2023</b>
<b>Deadline for Posting of Written Responses to Questions .....</b>	<b>December 12, 2023</b>
<b>Electronic Proposal Submission.....</b>	<b>December 15, 2023</b>
<b>Evaluation of Proposals and Selection of Vendors .....</b>	<b>December 18-22, 2023</b>
<b>Intended Date for Notice of Intent to Award a Contract .....</b>	<b>January 5, 2024</b>

## SECTION 1: PROJECT OVERVIEW AND INSTRUCTIONS

### 1.0 PROJECT OVERVIEW

The Alabama Department of Human Resources, (hereinafter referred to as “the Department”), is seeking qualified vendors to provide Fifty (50) slots to assist with providing short term assessment and care coordination for youth under 21 years of age that are new entries, that have disrupted current placement, or at risk of placement in long term Psychiatric Residential Treatment Facility (PRTF). The Department is also seeking to foster resilience and hope in youth and families. Providers are expected to create a highly structured environment that can provide for the stabilization and assessment of youth who’s well-being and treatment needs require individualized assessment and care. The program will assess and address the needs of youth new to foster care as well as those youth currently in foster care with challenging behaviors and dispositions that require stabilization of the behavioral health symptoms that place them at risk for disruption of services, increased placement moves, and placement into higher levels of 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 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

**VENDORS MUST MEET THE LICENSING CRITERIA SET FORTH IN THE MINIMUM STANDARDS FOR RESIDENTIAL CHILD CARE FACILITIES OR MINIMUM STANDARDS FOR CHILD PLACING AGENCIES.**

### 1.3 CONTRACT TERM

The initial contract period for this procurement is beginning *February 1, 2024 and ending September 30, 2026*. Renewals of the contract, as agreed upon by both parties, may be made at one-year intervals, or any interval that is advantageous to the Department, not to exceed a total of *one (1)* year, at the option of the Department. *Selected vendors must be fully operational on June 1, 2024.*

### 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 except for the procurement officer.** Any unauthorized contact will disqualify the vendor from further consideration. Contact information for the point of contact is as follows:

**Jodie M. Nata, Division Director**  
**SDHR Procurement, Resource Management Division**  
**Telephone Number: (334) 242-1650**  
**E-mail Address: [sdhr.procurement@dhr.alabama.gov](mailto:sdhr.procurement@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 to the procurement officer referenced above by 3:00 p.m. (CST) **December 8, 2023**. 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 12, 2023** to all questions received by the deadline on **December 8, 2023**. 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 Electronic Copy 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. 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 ELECTRONIC SUBMISSION OF PROPOSAL**

### **1.8.1 REQUIRED ELECTRONIC COPY AND DEADLINE FOR RECEIPT OF PROPOSALS**

Vendors must submit **one (1)** electronic proposal, with the cover sheet completed with Vendor's name and the RFP title and number to:

**Jodie Nata**  
**Resource Management Division/Office of Procurement**  
**Alabama Department of Human Resources**  
[sdhr.procurement@dhr.alabama.gov](mailto:sdhr.procurement@dhr.alabama.gov)

*Proposals must be received electronically to the Office of Procurement by 12:00 p.m., CST.* prior to the due date.

### **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 electronically by the designated time. Late proposals will not be opened.

## 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.

Vendor hereby verifies that it, without violating controlling law or regulation, does not and will not, during the term of the contract, engage in economic boycotts as the term “economic boycott” is defined in Section 1 of Act 2023-409.

## **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

The Alabama Department of Human Resources is seeking qualified vendors to provide forty (50) slots to assist with providing short term assessment and care coordination for youth under 21 years of age that are new entries, that have disrupted current placement, at risk of placement in long term Psychiatric Residential Treatment Facility (PRTF). The Department is also seeking to foster resilience and hope in youth and families. Providers are expected to create a highly structured environment that can provide for the stabilization and assessment of youth who's well-being and treatment needs require individualized assessment and care.

The program will assess and address the needs of youth new to foster care as well as those youth currently in foster care with challenging behaviors and dispositions that require stabilization of the behavioral health symptoms that place them at risk for disruption of services, increased placement moves, and placement into higher levels of care.

The Department seeks providers with the ability to provide ancillary services to preserve or maintain successful placement stability including, but not limited to individual aide services. The primary outcomes for these youth are safety, permanency, and well-being. All service providers must incorporate these outcomes into their treatment plans and program curriculum. Referrals will require approval from SDHR Resource Management and Family Services. ***No eject/no reject will be strictly managed.*** The anticipated length of stay is 60-90 days. Dependent on the unique situation of each youth, the length of stay may be shorter or longer. In situations where a longer stay is determined necessary by the treatment team and ISP team, approval must be obtained by SDHR Resource Management and Family Services. Length of stay will be monitored by SDHR Utilization Review. Therapeutic programs should be modified and individualized to meet the youth's unique set of needs. Discharge requests based on the youth's maximization of benefits of the program should not occur. Other treatment options and modalities should be explored and utilized prior to such requests. The target population of youth may demonstrate severe emotional distress, placement disruption, unpredictable aggression, self-harm, severe impulsivity, severe delinquent behaviors, chronic runaways, display manipulative behaviors, have difficulty maintaining self-control, display poor self-esteem, and have difficulty in accepting authority.

Based on a complete and thorough assessment of the youth, an aftercare plan with recommended discharge environment will be developed and implemented no later than 30 days of referral. The development of the aftercare plan should allow the opportunity for intensive work with family/caregivers and supports in transition planning to establish a successful discharge. The selected CAP vendor, however, will not reject a referral, deny admission, or prematurely discharge a youth because they do not have a secured discharge environment. The Department of Human Resources is committed to partnering with the CAP provider to identify the appropriate, safe, and secure discharge environment for each youth.

Many of the youth suffer from emotional, psychological, behavioral, cognitive, and learning problems. Providers shall utilize a clinical treatment model that is evidenced based and an approach to service delivery that promotes flexible, individualized treatment and clinical needs indicate that they need an intensive level of care. The services are comprehensive, multidisciplinary, multimodal therapies designed to meet the individual needs of youth who have psychiatric disorders.

### 3.1 DESCRIPTION OF SERVICES

Services will be individualized and capitalize on the strengths of the youth and family. The following service components shall be available to youth participating in the CAP program:

- *Referral Response Time*- The CAP provider will operate and accept referrals 24/7 and 365 days a year. There will be established plans as to admissions/placements for after hours and in emergency situations. Rejections must be reported to SDHR- Division of Resource Management- Office of Contracts monthly.
- *Housing*- maintain licensed, safely staff, secure, self-contained housing settings which adhere to state minimum standards. Single bedrooms are preferred.
- *Basic Needs*- provide food, shelter, clothing, etc. as outlined in Principles of Care section in Minimum Standards.
- *Recreation*- structured and planned extracurricular activities individualized to the youth's interests.
- *Independent Living Skills*- for youth 16 and older, utilize the Independent Living Skills Assessment. Providers shall incorporate the assessment outcomes into service planning and curriculum and provide opportunity for youth to develop independent skills including but not limited to:
  - Personal Care- health/medical, food/nutrition, clothing care, household chores, money management, leisure time, safety, community resources, housing, transportation, and legal issues.
  - Psychosocial- decision making, relationship building, parenting, sexuality, self-image, communication, and response to authority.
  - Education- basic education, high school graduation, vocational training, preparation for higher education.
  - Employment and Money Management- job, career, work habits, basic money management.
- *Transportation*- offered at no additional costs for medical appointments, court, school, therapy appointments, child/family team meetings, recreational activities, home visits and family visits.
- *Financial Assistance*- basic personal care and hygiene items.
- *Case Management*- activities performed for the purpose of providing, recording, and supervising services to youth and their parents, caregivers, or custodian. Case management is responsible for:
  - Coordinating interdisciplinary care services (clinical treatment, behavior management, education, medical, mental health, etc.).
  - Developing, in collaboration with treatment team, plan of care to meet the youth's needs that are most likely to reduce the time a youth spends in care and increase the likelihood of permanency.
  - Development of well defined, attainable, individual treatment goals that emphasize safety, permanency, and well-being and are aligned with the families individualized service plan goals.
  - Identifying expected outcomes and guiding youth and their family toward these outcomes.
  - Coordinating, monitoring, and evaluating services required to meet youth's needs
  - Communicating plans and services to all parties involved with the youth.
- *Crisis Stabilization and Support*- access to an array of services and supports designed to reduce acute symptoms or behaviors and to reduce the incident of service disruption or hospitalization and increase the likelihood of positive treatment outcomes. Psychiatric treatment services, including routine and emergency psychiatric evaluations, medication evaluations, and medication monitoring and prescription adjustment. Crisis de-escalation, intervention and



debriefing services shall be provided.

- *Counseling and Medical Services*- individual and family therapy through Master level or Doctorate level clinician, psychiatric medication services through licensed physician/psychiatrist. Informed consent is required for use of psychotropic medication. Psychiatric consultation, including input into the individualized treatment plan developed by the multidisciplinary team. Behavior management plan developed, implemented, and reviewed at treatment team meetings.
- *Health Care*- all youth are provided timely routine and specialized medical, dental and eye care. Youth will also have access to a nurse and physician.
- *Legal*- court appearances, testimony, and reports to court.
- *Monthly Progress Reports*- submit monthly progress reports which include well documented contact with youth, family, other professionals involved with youth, overall assessment of youth's progress, interventions utilized, youth's ongoing adjustment to placement, education, safety, well-being, family visits, and efforts and activities geared toward permanency and discharge planning.
- *Visitation*- support flexible visitation and permanency plans that are tailored to the youth and family, in the least restrictive environment and are the most likely to enhance permanency outcomes. Support and engage youth in flexible sibling visitation plans. Vendors may not restrict visitation for reasons of punishment to the youth.
- *Approved Visitors* – provider approved visitors access to visit the youth as approved by the ISP team
- *Staffing*- Ensure all staff and foster parents receive training outlined in the Minimum Standards for Child Placing Agencies, Foster Family Homes, and Therapeutic Foster Care Manual. Providers are required to include a summary as part of the RFP which describes proposed and current strategies to continuously enhance staff development, knowledge, and skills.
- *Staffing*- Ensure all staff receive training outlined in the Minimum Standards for Residential Child Care Facilities. Providers are required to include a summary as part of the RFP which describes proposed and current strategies to continuously enhance staff development, knowledge, and skills.
- *Discharge Planning*- Notice to SDHR of intent to discharge at least 30 days in advance. SDHR must concur. Discharge planning will include recommendations for step down services and accompanying discharge reports and summaries such as:
  - Comprehensive assessment of child's overall functioning (i.e. at a minimum mental health, emotional, social, educational, physical, medical) that includes recommendations for aftercare
  - Updated diagnostic assessment form or psychological/psychiatric assessment and clinical recommendations
  - Coordination to include follow-up appointments
  - 30 days of medication and/or updated prescriptions
  - Linkage to appropriate community and support services
  - Planning which incorporates youth, family, caregivers, and ISP team.
  - No eject/reject will be managed by SDHR Resource Management
- *Education*- on site or community educational services, GED services, vocational services

- ***Focused Case Reviews-* participation in youth specific service reviews with the Department when youth has extended length of stay without well documented progress towards crisis stabilization or return to a more permanent placement option. Outcomes will include a collective recommendation for adjusted service and treatment goals or a planned discharge from the facility.**

## 3.2 PROGRAM REQUIREMENTS

- **Clinical Program Components**
  - Describe your ability to meet the Scope of Services. Include a statement describing how the provider can meet the Scope of Services. Include the population you serve and provider history and experience. Provider should clearly state its competitive advantage and its ability to meet the terms, conditions and requirements defined in the RFP.
  - Describe your ability to treat youth with histories of trauma and youth who have experienced sexual and/or physical abuse, death of caregivers, substance abuse issues or exposure, behavioral issues, chronic exposure to violence, etc.
  - Describe your ability to serve youth with complex treatment needs and co-existing conditions such as sexual abuse, sexual reactive behaviors, physical abuse, mental illness, intellectually disabled, substance abuse, and at-risk behaviors which result in higher probability to be human trafficked, or sex trafficked.
  - Describe your ability to serve youth with violent behaviors.
  - Describe what assessment tool(s), as well as assessment process, would be utilized for the population of children defined in the RFP.
  - Describe what interventions will be utilized to support a youth through crisis in a safe manner.
  - Describe the types of restraint or restrictive measures which will be utilized.
  - Describe how you, in collaboration with ISP team, will develop and implement behavioral management plans that are individualized, positive, and promote developmentally appropriate behavior growth. Give an example of a behavior management plan.
  - List which circumstances would warrant restraint or restrictive measures.
  - Describe how your treatment approaches and service interventions will be flexible and individualized ensuring youth will progress to their best ability.
  - Describe short-term treatment goals while actively pursuing plans for long-term stabilization at home or in an alternate living situation.
  - Described evidenced based as well as any other practices you currently provide and how they benefit outcomes for youth.
  - Provide examples of how your organization ensures active discharge planning upon admission that results in positive transitions and better outcomes for children, including but not limited to achieving permanency in a timely manner, reducing the number of children placed out of county for initial assessments, and reducing the number of moves children may experience due to inappropriate placements. Give an example of a discharge plan.
  -

### **3.3 LICENSURE, ADMINISTRATION AND TRAINING**

- Identify any actions against your organization through SDHR or any other licensing agency/body over the last 5 years that include Corrective Action Plans, Temporary License or License Revocation. Provide outcomes of any actions.
- Describe how your organization will ensure youth are safe in this crisis and assessment program.
- Is your organization Medicaid certified? If yes, for what services? If no, is your organization willing to obtain Medicaid certification?
- Describe your organization's policy to report any major unusual incidents and/or allegations of abuse or neglect.
- Describe your staff ratio.
- Describe how your organization will respond to emergent, urgent and routine placement needs.
- Provide a description of your organization's employees screening and clearance policy.
- Describe training, supervision and support provided to direct care staff.

### **3.4 CHILD WELFARE/PROGRAM OUTCOME COMPONENTS**

- Detail how your organization will ensure youth are connected to family, school, and community while in the CAP setting.
- How will your organization work with the Department, local mental health, psychiatric hospitals, and other community partners to provide services and supports that will lead to reduce length of time in care, and promote permanency planning for youth that results in reunification with family, relatives, guardianship, adoption or other planned living arrangements?
- Describe how your organization will ensure families, dedicated adults and youth are involved and incorporated into all aspects of treatment planning, ongoing treatment, and discharge planning.
- Describe how your organization will use community resources and supports as a part of treatment planning and in support of continuity of care with existing services or services that can continue post discharge.
- If you currently have a CAP program or one similar nature in place, please provide the following information for the last 12 months of service delivery:
  - Average length of stay
  - Average age of youth at admission and discharge
  - Number of youth services and where youth were discharged (family, foster adoption, emancipation, disruption to higher level, lateral transfer, etc.)
  - Number of disruptions and reason for disruption
  - Recidivism statistics
- If you are a new program and unable to provide the above information, outline the information as it relates to an existing program in which you plan to model your program after.
- Describe how your organization will support and ensure visitation occurs according to the youth and family's needs per the individualized service plan, detail flexibility and least restrictive setting.
- Describe how your organization will ensure all youth receive timely routine and

specialized medical, dental and eye care. The selected provider should include how they will incorporate feedback from those other systems; primary care and other physical health providers, to ensure that medical considerations are included in the treatment planning and followed up on while the youth is in treatment.

- Describe your service continuum or capacity to support and serve children post discharge.
- Describe how your organization will ensure children are transported to court visits, medical appointments and all other activities that occur outside your facility.
- Describe provider's participation in local or statewide outcome measurement initiatives. If provider does not participate in such initiatives, describe your willingness to participate.
- Describe how your organization will effectively deliver a phased program approach towards crisis stabilization, assessment, treatment, and aftercare.

### **3.5 MONITORING AND REPORTING DELIVERABLES**

The selected vendor of the CAP will be expected to develop a quality improvement plan that routinely includes the review of process and outcome indicators, such as improved level of functioning, increased number of children/youth able to return to and maintain a lower level of care, reduced rate of inpatient hospitalizations, and family/caretaker/custodian satisfaction. This could include, but is not limited to:

- Permanent placement with family, foster, adoptive family, or independent living
- Reduction in the restrictiveness of living situations pre/post CAP utilization
- Attachments with positive adult(s) established
- Regular clinical and administrative supervision
- Monthly clinical documentation reviews

The selected vendor of the CAP is also expected to have a quality management plan and monitoring protocol for the program. Responsibilities will include:

- The collection and analysis of structural process and outcomes measures
- Monitoring progress related to established goals and make continuous quality improvements to established or new initiatives

The Quality Management deliverables will include:

- Minimum qualitative and quantitative reporting of measures reflecting the operational and service development status, delivered annually.

## **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, and black print. Paragraphs must be double-spaced. All proposals must correspond with 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 the 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.

#### **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

Copy 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. 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 2022 and letters from the auditor(s) who performed the 2020 and 2021 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 June 1, 2024.***

##### **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.



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 detailing all necessary expenditures for the proposed services. The budget information must be compiled in the manner specified in *Appendix E: Budget*. A narrative description of each line item and the responsibilities of all personnel must be submitted.

Vendors must submit three (3) annual budgets for the following periods:

*Year 1 for February 01, 2024 through January 31, 2025*

*Year 2 for February 1, 2025 through January 31, 2026*

*Year 3 for February 1, 2026 through January 31, 2027*

**2024 will be a leap year, please plan accordingly.**

*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.*

#### 5.1. METHOD OF PAYMENT

Payment for services provided pursuant to this procurement will be made on a cost reimbursement basis. The Department does not provide cash advances to vendors. Selected vendors must submit invoices after they have provided the goods or services being invoiced in a timely manner.

#### 5.2 HOLDBACKS AND PRICING INFORMATION

As a guarantee for the delivery of services required by this RFP, and the acceptance by the Department of those services in accordance with the specifications set forth in the RFP, in the event the vendor fails to deliver or perform the said services to the Department's satisfaction, the Department reserves the right to withhold part or all of any funds committed by the Department under any contract that may result from a proposal submitted in response to this RFP and to cancel the said contract without any resulting liability, present and future, to the Department or to the State of Alabama.

**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.

Category	RFP Section	Point Value
<b>Vendor Qualifying Information</b>		<b>35% of points for a possible 350 points</b>
A. Vendor Profile and Experience	4.2.5.1.1	325
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>55% of points for a possible 550 points</b>
A. Service Delivery Approach	4.2.5.3.1	525
B. Start-up Plan	4.2.5.3.2	5
C. Referral, Admission and Exclusion Policy	4.2.5.3.3	5
D. Children/Youth to be Served and Number of Slots Proposed	4.2.5.3.4	0
E. Reject/Discharge Policy	4.2.5.3.5	10
F. Evacuation/Pandemic Plans	4.2.5.3.6	0
G. Assessment of Benefits and Impact	4.2.5.3.7	10
H. Office Location	4.2.5.3.8	0
I. Vendor Certifications	4.2.5.4.	0
<b>Cost Proposal</b>		<b>10% of points for a possible 100 points</b>
A. Cost Proposal	5.0	100

## SECTION 7: DEFINITIONS

### 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 based on 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 based on 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

**APPENDIX F: COST PROPOSAL**

<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>	<b>February 1, 2024</b>	<b>to</b>	<b>September 30, 2026</b>

**Rate Information:**

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

- A. Proposed Cost for FY24: Number of Slots for Short Term Assessment and Care Coordination Services \_\_\_\_\_ x \$ \_\_\_\_\_ Fixed Rate x 244 Days = \$ \_\_\_\_\_ Total Cost for Short Term Assessment and Care Coordination Services
  
- B. Proposed Cost for FY25: Number of Slots for Short Term Assessment and Care Coordination Services \_\_\_\_\_ x \$ \_\_\_\_\_ Fixed Rate x 365 Days = \$ \_\_\_\_\_ Total Cost for Short Term Assessment and Care Coordination Services