



# ALABAMA DEPARTMENT OF HUMAN RESOURCES REQUEST FOR PROPOSALS

<b>PROCUREMENT INFORMATION</b>	
<b>RFP Number:</b> GB2023-100-07	<b>RFP Title:</b> Moderate Residential Services for Children (North Alabama)
<b>Proposal Due Date and Time:</b> Friday, December 15, 2023 12:00 p.m., Central Time	<b>Number of Pages:</b> 37
<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
<b>INSTRUCTIONS TO VENDORS</b>	
<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> Moderate Residential Services for Children (North Alabama) GB2023-100-07 <b>Proposal Due Date:</b> Friday, December 15, 2023 <b>Special Instructions:</b>
<b>VENDOR INFORMATION</b> (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: (reference section/page(s) of trade secret declarations)</b>	

## TABLE OF CONTENTS

TABLE OF CONTENTS.....	2
VENDOR’S RFP CHECKLIST .....	5
SCHEDULE OF EVENTS .....	6
SECTION 1: PROJECT OVERVIEW AND INSTRUCTIONS.....	7
1.0 PROJECT OVERVIEW .....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
1.1 ELIGIBLE ENTITIES .....	7
1.2 REQUIRED LICENSURE/CERTIFICATION/CREDENTIAL.....	7
1.3 CONTRACT TERM.....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
1.4 POINT OF CONTACT.....	7
1.5 REQUIRED REVIEW .....	8
1.5.1 REVIEW RFP.....	8
1.5.2 VENDOR’S QUESTIONS.....	8
1.5.3 DEPARTMENT’S RESPONSES.....	8
1.6 MANDATORY REQUIREMENTS.....	8
1.6.1 DEADLINE FOR RECEIPT OF PROPOSALS .....	8
1.6.2 W-9 LEGAL STATUS LETTER OR TAXPAYER IDENTIFICATION NUMBER FORM.....	8
1.6.3 DISCLOSURE STATEMENT .....	8
1.6.4 CERTIFICATE OF COMPLIANCE.....	9
1.6.5 E-VERIFY MOU.....	9
1.6.7 AUTHORIZED VENDOR SIGNATORY .....	9
1.6.8 DUNS NUMBER.....	9
1.7 GENERAL REQUIREMENTS.....	9
1.7.1 ACCEPTANCE OF STANDARD TERMS AND CONDITIONS .....	9
1.7.2 UNDERSTANDING OF SPECIFICATIONS AND REQUIREMENTS.....	9
1.7.3 PRIMARY VENDOR/SUBCONTRACTORS .....	9
1.7.4 VENDOR’S SIGNATURE.....	9
1.8 ELECTRONIC SUBMISSION OF PROPOSAL.....	10
1.8.1 REQUIRED COPY AND DEADLINE FOR RECEIPT OF ELECTRONIC PROPOSALS .....	10
1.8.2 FAILURE TO COMPLY WITH INSTRUCTIONS .....	10
1.8.3 COST PROPOSAL FORMS .....	10
1.8.4 TIMELY SUBMITTED PROPOSALS.....	10
1.8.5 LATE PROPOSALS.....	10
SECTION 2: STANDARD INFORMATION.....	<b>Error! Bookmark not defined.</b>
2.0 AUTHORITY .....	10
2.1 VENDOR COMPETITION.....	11
2.2 NONDISCRIMINATION.....	11
2.3 CERTIFICATE OF COMPLIANCE AND E-VERIFY .....	11
2.4 NO BOYCOTT CLAUSE .....	11
2.5 TERMINATION/ALTERNATIVE RESOLUTION.....	12
2.6 MERIT SYSTEM EXCLUSION.....	12
2.7 IMMIGRATION CLAUSE .....	12
2.8 DUNS NUMBER.....	12
2.9 PROPOSAL EFFECTIVE PERIOD.....	12
2.10 TRADE SECRETS .....	12
2.11 PRE-SCREENING AND EVALUATION OF PROPOSALS .....	12

2.11.1	PRE-SCREENING .....	12
2.11.2	EVALUATION OF PROPOSALS.....	13
2.12	DISCUSSION/NEGOTIATION AND/OR ORAL PRESENTATION/PRODUCT DEMONSTRATION 13	
2.13	BEST AND FINAL OFFER.....	13
2.14	PUBLIC REQUESTS FOR INFORMATION .....	13
2.15	COST OF PREPARING A PROPOSAL.....	13
2.16	DEPARTMENT’S RIGHTS RESERVED.....	13
2.16.1	PRE-SELECTION DISCRETION .....	13
2.16.2	POST-SELECTION DISCRETION.....	13
2.16.3	WAIVERS .....	13
2.16.4	NEGOTIATIONS.....	14
2.16.5	ADOPTION OF IDEAS .....	14
2.16.6	ORAL PRESENTATIONS.....	14
2.16.7	AMENDMENTS .....	14
2.16.8	NO GUARANTEE OF CONTRACT.....	14
2.16.9	RIGHT TO INVESTIGATE AND REJECT .....	14
2.16.10	DISCLAIMER .....	14
SECTION 3: SCOPE OF PROJECT .....		15
3.0	SCOPE OF PROJECT .....	15
3.1	PLANNING RESPONSIBILITY .....	16
3.2	PROGRAM REQUIREMENTS.....	16
3.3	RESPONSIBILITIES OF MODERATE RESIDENTIAL PROGRAMS .....	17
3.4	RESPONSIBILITIES OF DEPARTMENT OF HUMAN RESOURCES.....	20
3.5	REJECT/EJECT POLICY .....	21
3.6	OUTCOMES AND TRACKING .....	21
3.7	QUALITY ASSURANCE.....	22
SECTION 4: PROPOSAL FORMAT AND INSTRUCTIONS.....		23
4.0	PROPOSAL REQUIREMENTS .....	23
4.1	COMPLETENESS OF PROPOSALS.....	23
4.2	PROPOSAL FORMAT .....	23
4.2.1	COVER SHEET.....	23
4.2.2	TABLE OF CONTENTS.....	23
4.2.3	W-9 AND THE LEGAL STATUS LETTER/CP575 OR TAXPAYER IDENTIFICATION NUMBER .....	23
4.2.4	LICENSES/CERTIFICATES/CREDENTIALS.....	24
4.2.5	TECHNICAL PROPOSAL .....	24
4.2.5.1	VENDOR QUALIFYING INFORMATION .....	24
4.2.5.1.1	VENDOR PROFILE AND EXPERIENCE.....	24
4.2.5.1.2	PAST AND PRESENT CONTRACTUAL RELATIONSHIPS WITH THE DEPARTMENT.....	24
4.2.5.1.3	CONTRACT PERFORMANCE.....	24
4.2.5.1.4	PROJECT STAFF/RESUMES/JOB DESCRIPTIONS.....	25
4.2.5.1.5	STAFF PERFORMANCE EVALUATIONS AND TRAINING.....	25
4.2.5.1.6	BACKGROUND CHECKS.....	25
4.2.5.2	VENDOR FINANCIAL STABILITY.....	25

4.2.5.3	METHOD OF PROVIDING SERVICES .....	25
4.2.5.3.1	SERVICE DELIVERY APPROACH.....	25
4.2.5.3.2	START-UP PLAN .....	25
4.2.5.3.3	ASSESSMENT OF BENEFITS AND IMPACT .....	25
4.2.5.3.4	OFFICE LOCATION.....	25
4.2.5.4	VENDOR CERTIFICATIONS .....	26
4.2.5.4.1	REVOLVING DOOR POLICY .....	26
4.2.5.4.2	DEBARMENT .....	26
4.2.5.4.4	STANDARD CONTRACT .....	26
4.2.5.4.6	FINANCIAL ACCOUNTING.....	26
4.2.5.4.7	VENDOR WORK PRODUCT .....	27
4.2.5.5	ATTACHMENTS.....	27
4.2.5.5.1.	DISCLOSURE STATEMENT .....	27
4.2.5.5.2	TRADE SECRET AFFIDAVIT.....	27
4.2.5.5.3	CERTIFICATE OF COMPLIANCE .....	27
4.2.5.5.4	E-VERIFY MEMORANDUM OF UNDERSTANDING (MOU).....	27
SECTION 5: COST PROPOSAL.....		28
5.0	COST PROPOSAL.....	28
SECTION 6: EVALUATION CRITERIA .....		29
6.0	EVALUATION CRITERIA .....	29
SECTION 7: DEFINITIONS.....		30
APPENDIX A: STANDARD TERMS AND CONDITIONS.....		30
APPENDIX B: TAXPAYER IDENTIFICATION NUMBER FORM.....		33
APPENDIX C: TRADE SECRET AFFIDAVIT.....		34
APPENDIX D: CERTIFICATE OF COMPLIANCE.....		35
APPENDIX E: IMMIGRATION STATUS FORM.....		36
APPENDIX F: COST PROPOSAL.....		37

## 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” and “DHR”) seeks qualified vendors located in North Alabama to provide fifty (50) slots of Moderate Residential Services for Children in the custody of the Department. Moderate Residential Services must be provided in a congregate care setting, and must include room, board, and an array of services for a child with moderate emotional and/or behavioral management problems that interfere with the child’s ability to function in the family, school and/or community setting in other than a residential environment. Moderate placement services must be limited to children whose needs cannot be met in their own home, traditional foster home, basic residential care, or children who have reached their treatment goals in a more restrictive setting and are ready to be “stepped down”. All children that are placed in a moderate residential setting require 24-hour awake staff for proper supervision to prevent/respond to the following behaviors which include but are not limited to: fighting at night, inability to sleep and wandering around, attempting sexual contact with other residents, attempted runaway patterns, etc. 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

The vendor must be a licensed Child Care Facility as defined by the Minimum Standards for Residential Child Care Facilities.

### 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, the RFP title and RFP number to:

**Jodie Nata, Division Director**  
**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 E*. These forms will be used as the primary representation of each Vendor's cost and will be used extensively during proposal evaluations. Additional information should be included as necessary to explain in detail the Vendor's cost.

### **1.8.4 TIMELY SUBMITTED PROPOSALS**

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

### **1.8.5 LATE PROPOSALS**

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

## **SECTION 2: STANDARD INFORMATION**

### **2.0 AUTHORITY**

This RFP is issued under the authority of Section 41-16-72 of the Alabama Code (Act 2001-956, 2001 3<sup>rd</sup> Sp. Sess., p 817, §1.). Any awards resulting from this RFP will be made based on stated evaluation criteria. The

weight assigned to each criterion denotes the relative importance of that criterion. No criteria, other than that identified in this RFP, will be used.

## **2.1 VENDOR COMPETITION**

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

## **2.2 NONDISCRIMINATION**

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

Moderate Residential Services are provided in a congregate care setting, and includes room, board and an array of services for a child with moderate emotional and/or behavioral management problems that interfere with the child's ability to function in the family, school and/or community setting in other than a residential environment. Moderate placement services are limited to children whose needs cannot be met in their own home, traditional foster home, basic residential care, or children who have reached their treatment goals in a more restrictive setting and are ready to be "stepped down". All children that are placed in a moderate residential setting require 24-hour awake staff for proper supervision to prevent/respond to the following behaviors which include but are not limited to: fighting at night, inability to sleep and wandering around, attempting sexual contact with other residents, attempted runaway patterns, etc.

Children eligible for this program must have a Diagnostic & Statistical Manual; Fifth Edition (DSM-V) diagnosed mental illness from a psychological evaluation conducted within the past 24 months. An assessment of the child's behavior by the Multi-dimensional Assessment Tool (MAT) indicating that the child needs placement in this type of program must be completed prior to placement. The program can take the child into pre-placement awaiting the results of the MAT assessment. Children may also have substance abuse needs or have had substance abuse needs and have successfully completed an Alcohol and Drug Treatment Program. Children may be delinquent, chronic runaways, display manipulative behaviors, have difficulty maintaining self-control, display poor self-esteem, have difficulty in securing and maintaining close relationships with others, be truant from school and have difficulty in accepting authority. Children with a history of sexual offenses are eligible if they have successfully completed a sex offender treatment program and/or have been deemed not to pose a serious risk by a recognized sex offender treatment professional.

Children that are in this type program typically have: (1) need of clinical treatment to be able to function in school, home or the community because of multiple problems; (2) not responded successfully to less intensive treatment and/or have been denied admission or discharged from various less restrictive placements because of emotional and behavioral disruption; and/or (3) behavior that is not well controlled without constant adult supervision or use of psychotropic medication. Children that receive psychotropic medication should be monitored and maintained on the lowest dosage of medication. Selected vendors must follow the Federal Psychotropic Drug protocol in regard to the appropriate use and monitoring of psychotropic medications. DHR staff will provide diligent and thoughtful oversight of medical care, particularly in regard to the use of psychotropic medication.

Vendors will be expected to comply with the policy document from DHR which describes the Federal government mandates regarding the monitoring of psychotropic medications for children in foster care. Attached to this RFP is the policy to implement a comprehensive treatment policy and protocols to include a trauma-based assessment tool for children entering foster care and the treatment protocols including guidance on informed consent, minimum and maximum dosage guidelines, prior approval protocols, use of PRN medications, notification regarding medication dosage changes, and required medication testing and monitoring. Please see the Administration of Children Families memorandum dated 4/12/2012.

Vendors are required to present a positive discipline approach to their program. A troubled youth's ability to learn and move forward is always greatest when he or she is in a structured environment with professionals who care about their success. Behavior management programs must provide youth with options to make positive choices. Positive behavior supports must be the focus of the program, with the discipline consequences as secondary. Supports must be individualized for each child and their developmental level. Vendors, who propose to provide more than one type of service intensity at a single location, must provide each type of service in a separate building or a clearly identified separate wing closed off from other wings providing

a type of service. There must be adequate staff to serve the different types of service, and staff may not be shared.

### **3.1 PLANNING RESPONSIBILITY**

The County Department of Human Resources that has planning responsibility for a child has the responsibility to provide appropriate documentation including services relating to the Individual Service Plan (ISP). **All services provided must be authorized on an ISP.** If such documentation is not provided within ten (10) days from placement date, the contract provider should notify the County Department of Human Resources and the State Department of Human Resources- Resource Management Division-about such deficiencies.

### **3.2 PROGRAM REQUIREMENTS**

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

Vendors must meet the licensing criteria set forth in the *Minimum Standards for Residential Child Care Facilities*.

Vendors must include a copy of their license or application for licensure in their proposals. Vendors must include how they will meet the requirements for staffing ratios and education as required by the license. All applications for licensure must be submitted no later than 12:00 p.m. (CST) **June 1, 2024** to:

**Jodie Nata, Division Director**  
**Resource Management Division**  
**Alabama Department of Human Resources**  
**(334) 242-1650**  
[sdhr.procurement@dhr.alabama.gov](mailto:sdhr.procurement@dhr.alabama.gov)



### 3.3 RESPONSIBILITIES OF THE MODERATE RESIDENTIAL PROGRAMS

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

Vendors must:

- Maintain licensed, safely staffed, secure settings which adhere to state minimum standards.
- Ensure that staff completes all required training as detailed in Minimum Standards for Residential Child Care Facilities within the time frames indicated.
- Vendor must include credentials and training of individuals providing service.
- Provide forty (40) hours of pre-service training, including TIPS (Trauma Informed Partnership Permanency Safety) and Reasonable, Prudent Parenting Standards (RPPS)
- Accept approved SDHR – Office of Resource Management referrals for admissions 24/7 and 365 days a year with a 24-hour referral response time.
- Screen referrals to ensure the referral meet the criteria in Section 3.0. All children meeting the criteria above must be considered for placement.
- Provide staff (rotating & awake) to be available for children 7 days a week, 24 hours a day.
- Provide the contact information for intake staff, Directors, and Chief Executive Officers to the County DHR Offices and SDHR – Resource Management Division for after hour emergencies.
- Require and conduct a pre-placement visit ONLY as determined appropriate by County DHR and SDHR- Division of Resource Management.
- Participate and/or provide meaningful input in the ISP process which will include Coordinating, monitoring, and evaluating services required to meet youth’s needs.
- Initial treatment plan developed within ten (10) days from admission date; the comprehensive treatment plan developed within thirty (30) days from admission date and, a treatment plan review held every ninety (90) days thereafter. (Note: The discharge plan shall be developed at the time of placement.) The treatment plan should include goals that are measurable and address the reduction of duration, frequency, and intensity of symptoms, and what interventions will be used to meet each goal.
- When the treatment plan includes the use of psychotropic medication, informed consent is required. Informed consent requires that the prescribing physician inform the child and legal guardian (county DHR worker) of the risks and benefits of the proposed treatments and the risks and benefits of alternative treatments, including no treatment. This includes information about the potential benefits of the medication, the possible risks, and the range of doses. Information about serious adverse effects and how to contact the physician must be discussed. Staff and DHR workers should be given ample time for questions and discussion before consent is requested.
- Follow the policy set forth by Alabama Department of Human Resources to follow the federal drug protocol mandate. The policy will provide guidelines for informed consent, minimum and maximum dosage guidelines, prior approval protocols, use of PRN medications, notification regarding medication dosage changes, and required medication testing and monitoring.
- Provide medication monitoring and administration. Vendors are not mandated to provide or pay for this service as a part of core services. Use of psychotropic medications shall follow the Oversight of Psychotropic Medication for Children in Foster Care; Title IV-B Health Care Oversight & Coordination Plan (<http://www.acf.hhs.gov/sites/default/files/cb/im1203.pdf>) that is mandated by the Federal government.
- Develop and administer an individualized behavioral management plan for the child or youth with input and collaboration with the family’s ISP team. The behavioral management plan should be positive and focus on the strengths of the child. Implement and monitor the behavioral management plan. Ensure the County DHR is provided a copy of the current Behavioral Management Plan.
- Vendor must provide procedures for use of utilizing restraints and confinement.

- Provide Basic Needs- provide food, shelter, clothing, hygiene items, etc. as outlined in Principles of Care section in Minimum Standards.
- Provide up to \$50 per month for special needs and occasions, e.g., haircuts, feminine hygiene products, oral and body hygiene products, over-the-counter medications, gifts for birthdays, Christmas, or other special occasions, etc. Anything above \$50 per month must be paid by the county DHR. Vendor and County DHR can utilize DHR-1878 to authorize the vendor to provide the items over \$50 per month and receive reimbursement.
- Provide a minimum of \$5 per week allowance and clearly document on ISP of how this allowance will be administered to the child. Allowances may not be used to recoup for damages or restitution. If additional monies are earned, recouping damages or payments for restitution may be made from them.
- Provide structured and planned extracurricular activities individualized to the youth's interests consistent with the ISP, ensure the child's involvement in at least one extra-curricular activity of the child's or youth's own choosing, e.g. band, karate, various sports, Boy or Girl Scouts, etc. **DHR will be responsible for payment of the activity, while the contracting agency will provide the transportation and support for the child's participation.**
- Provide local transportation at no additional costs for medical appointments, court, school, therapy appointments, child/family team meetings, recreational activities, home visits and family visits.
- Utilize the Independent Living Skills Assessment for youth 14 and older. 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.
- Ensure that children are receiving needed educational services, including homework assistance (not tutoring), transportation to school, and access to alternative educational settings as identified in the family's ISP. On site or community accredited educational services, GED services, or vocational services. Ensure that the County DHR receives information on any educational meeting on the child so that the County DHR can attend. Ensure that the County DHR has copies of all educational assessments, IEPs, discipline notices, etc. pertaining to the child and education.
- Consistent with the ISP, provide two (2) hours per week of tutoring by a person qualified to offer specialized assistance in a certain subject; monitor the tutoring for the achievement of outcomes in the child's educational setting.
- Ensure children receive routine and emergency eye care, dental care, psychiatric care, and medical care. Work with the County DHR Office to ensure that the EPSDT screening is completed according to schedule; update EDS software with the provider number and screening dates, as appropriate; provide copy of screening to county DHR.
- In conjunction with the ISP team, the vendor must develop a discharge plan to include a recommendation for aftercare. The discharge plan must be developed at the time of placement.
- Support flexible visitation with opportunity to do visitation on campus. Support and engage youth in flexible sibling visitation plans. Facilities may not restrict visitation for reasons of punishment to the youth.

**Vendor must provide per Medicaid Rehab Chapter 105 Manual and as identified in the ISP:**

- Conduct mental health consultations with DHR, counselors, teachers, and other professionals relevant to foster children.
- Provide basic living skills training a minimum of two (2) hours daily in accordance with the outcomes identified in the ISP for activities including the development, or improvement and reinforcing of age-appropriate social, communication and behavioral skills. Individual goals in each of these therapeutic areas must be taken from needs identified as deficits for the child and should be authorized in the context of the ISP.
- Make at a minimum bi-weekly contact with the therapist of the child or family to monitor progress or outcomes in counseling.
- Provide bi-weekly group therapy sessions for children.
- Provide up to four (4) hours per week of crisis intervention.
- Provide individual counseling sessions for children.
- Provide family counseling
- Ensure that a physician's assessment is performed by a qualified medical staff
- Ensure that diagnostic testing is provided by qualified staff (**Must be signed off by a licensed Ph.D. level psychologist**).

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

***All services billed as Medicaid Rehab services must be in compliance with Chapter 105 of the Medicaid Provider Manual and are not to exceed the daily caps. Vendors must understand and acknowledge that they may, in certain circumstances and in accordance with the county department's procedures, bill the county department for certain ancillary services. Ancillary services are defined as services, outside of program requirements and core services, needed by the child and authorized by the ISP.***

### 3.4 RESPONSIBILITIES OF THE DEPARTMENT OF HUMAN RESOURCES

- A. DHR is responsible for visiting each child at least once a month. Additional visits could be warranted if directed in the ISP or if a child's status changes.
- B. DHR is responsible for conducting ISPs per policy and distributing a copy of the plan within the required ten (10) days.
- C. DHR is responsible for participating in the treatment plan and reviewing the child's treatment plan and incorporating into the ISP.
- D. DHR is responsible for all aspects of a child's medical care. This includes the following:
  - Prescription medications – the county is responsible for ensuring that each child receives prescribed medication through Medicaid, payment through child's earmarked funds, payment through flex funds, etc. No child should be without medicine due to lack of funds. If a child is prescribed psychotropic medications the county department is responsible for monitoring these medications and following the Oversight of Psychotropic Medication for Children in Foster Care; Title IV-B Health Care Oversight & Coordination Plan (<http://www.acf.hhs.gov/sites/default/files/cb/im1203.pdf>) that is mandated by the Federal government. The county is responsible for ensuring that at time of placement, the child has at least a 30-day supply of all currently prescribed medications.
  - Doctor's appointments – the county is responsible for ensuring that each child receives the required medical treatment needed.
  - The county is responsible for being in person when a child is having planned surgery. The county is responsible for all decisions, follow up, and discharge planning.
  - Providers will initiate emergency treatment for a child requiring immediate medical attention and the county shall respond in person immediately to determine the child is receiving the appropriate care. The county is responsible for follow up and discharge planning.
  - The county department is responsible for ensuring the child's eligibility for Medicaid and or private insurance coverage if not eligible for Medicaid.
  - The county department is responsible for the EPSDT periodic screening and inter-periodic screenings for children in custody. The county department is responsible for the initial medical exam which can be obtained through the periodic screening.
- E. VISITATION/TRANSPORTATION – Core services requires that the vendor assist with local transportation. The county is responsible for transportation that is not local. The county is responsible for assessing the progress or lack of progress of family visits. If, a vendor is supervising visits the worker should be reviewing the reports of the visits and periodically observe the interactions themselves due to required court testimony to support any recommendation made by the county.
- F. CLOTHING – The county department is responsible for ensuring that the child has the required initial clothing and works with the provider to address any specific clothing needs over the time of the placement, such as for extracurricular activities, school requirements, and etc. Community resources should be accessed if there are no private earmarked funds or other funding sources to cover the expenditures needed for the child.
- G. The Provider is responsible for up to \$50 per month for special needs and occasions, e.g. haircuts, feminine hygiene products, oral and body hygiene products, over-the-counter medications, gifts for birthdays, Christmas or other special occasions, etc. Anything above \$50 per month must be paid

by the county DHR. Vendor and County DHR can utilize DHR-1878 to authorize the vendor to provide the items over \$50 per month and receive reimbursement.

- H. EXTRA CURRICULAR ACTIVITIES - Consistent with the ISP, ensure the child's involvement in at least one extra-curricular activity of the child's or youth's own choosing, e.g. band, karate, various sports, Boy or Girl Scouts, etc. DHR will be responsible for payment of the activity, while the contracting agency will provide the transportation and support for the child's participation. The Department can use a child's private earmarked funds, the foster care trust fund, ILP funds, or flex funds to pay for items such as musical instruments, lessons, sports equipment, etc. The ISP should address the activity for the child.
- I. The county is responsible for requesting to exceed the Medicaid limits from State Office (Quality Assurance Division) if the child requires that level of services.

### 3.5 REJECT/EJECTIONS POLICY

Each proposal must define how the program will meet the following criteria for rejections and **closures within** the program.

- **Rejections:** A Vendor will be able to reject no more than 10% of the referrals **appropriate for Moderate Residential Programs (as determined by SDHR)** in any **program** year, except when it can be documented that there are no available slots.
- **Ejections:** A Vendor will be allowed to **request case closure because of suicide attempt by child, homicide attempt by child, need for intensive substance abuse treatment, or substantial property destruction, or any of act that may jeopardize the health or safety of other residents or the staff.** Any immediate closures by the program must either be approved by SDHR – Division of Resource Management. **A Vendor will not exceed 5% unsuccessful closure rate.**

### 3.6 OUTCOMES AND TRACKING

It is expected that all outcomes will be directly related to safety, permanency, and well-being. General outcomes that will be measured by all vendors are:

- The percentage of the children fully assessed and stepping down to an appropriate placement within ninety (90) days of program entry.
- The percentage of children that exceeded the 90-day program allotment and the reasons why.
- Successful Discharges or Unsuccessful Discharges - the percentage of the children who have an immediate discharge request, 30-day discharge request, or discharge planning notification. Submit Discharge Requests and Discharge Planning timely to include but not limited to: Discharge Notification Type, Level of Care Recommended, and Discharge Request Reason (Recommendation Letter and Required SDHR-Division of Resource Management Forms Required) **A Vendor will not exceed 5% unsuccessful closure rate.**
- The percentage of the children needing additional services that the County Department of Human Resources are required to reimburse and the reason for these additional services.
- Submit Child Referrals to SDHR-Office of Resource Management within 72 hours of receiving referral to include but not limited to: Date of Referral, DHR County, Pre-Placement Days (if applicable), Referral Status (Reason if applicable), and Admission Date.

- Administer a Discharge Survey to the child, family, and DHR social workers to assess satisfaction with the services, care, and treatment. A Quarterly Summary of the Survey Results must be submitted to SDHR-Division of Resource Management and must include any program changes instituted because of the survey process.
- Submit Invoices to SDHR-Division of Resource Management by the 5<sup>th</sup> calendar day of each month for children served during the prior month. All billing including Non-Medicaid or Revisions to invoices already processed are to be submitted no later than 60 days from month of service, unless otherwise specified. Failure to submit request for payment within appropriate time frames may result in payment not being made.

Proposals must indicate what remedial measures a program will take if these outcomes are not attained, as well as how the program will ensure that successes in placements will improve above this threshold once the program has become operational. Vendors accomplishing a higher rate of stabilization may receive additional slots, if needed; and Vendors not meeting this threshold may receive a reduction in the contracted slots that they may provide.

Each proposal must affirm capacity to capture relevant data and demonstrate how the Vendor will track the children and families who have received services through their program. Proposals must indicate additional areas that will be tracked and what outcomes are expected in each of the areas.

### **3.7 QUALITY ASSURANCE**

The Vendor 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, monthly progress notes, discharge level of cares, number of days in program, etc.

## 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.

#### **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 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.

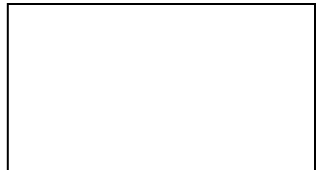
\_\_\_\_\_  
Affiant's Signature

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:

- 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:

- 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.
- 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

**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: FY2024 is a leap year*

**YEAR 1:**

Proposed Cost for Year 1: Number of Male Slots \_\_\_\_\_ x \$ \_\_\_\_\_ Fixed Daily Rate X  
244 Days = \$ \_\_\_\_\_ Total Annual Cost

Proposed Cost for Year 1: Number of Female Slots \_\_\_\_\_ x \$ \_\_\_\_\_ Fixed Daily Rate X  
244 Days = \$ \_\_\_\_\_ Total Annual Cost

**YEAR 2:**

Proposed Cost for Year 2: Number of Male Slots \_\_\_\_\_ x \$ \_\_\_\_\_ Fixed Daily Rate X  
365 Days = \$ \_\_\_\_\_ Total Annual Cost

Proposed Cost for Year 2: Number of Female Slots \_\_\_\_\_ x \$ \_\_\_\_\_ Fixed Daily Rate X  
365 Days = \$ \_\_\_\_\_ Total Annual Cost

**YEAR 3:**

Proposed Cost for Year 3: Number of Male Slots \_\_\_\_\_ x \$ \_\_\_\_\_ Fixed Daily Rate X  
365 Days = \$ \_\_\_\_\_ Total Annual Cost

Proposed Cost for Year 3: Number of Female Slots \_\_\_\_\_ x \$ \_\_\_\_\_ Fixed Daily Rate X  
365 Days = \$ \_\_\_\_\_ Total Annual Cost