



ALABAMA DEPARTMENT OF HUMAN RESOURCES REQUEST FOR PROPOSALS

PROCUREMENT INFORMATION	
RFP Number: GB2025-100-27	RFP Title: INTENSIVE IN-HOME SERVICES
Proposal Due Date and Time: July 30, 2025 12:00 p.m., Central Time	Number of Pages: 40
Procurement Officer: Tina Limbaugh, Program Manager Phone: (334) 242-1650 Email: sdhr.procurement@dhr.alabama.gov Website: http://www.dhr.alabama.gov	Issue Date: July 16, 2025 Issuing Division: Family Services Division
INSTRUCTIONS TO VENDORS	
Submit Proposal Electronically to: Tina Limbaugh, Program Manager Phone: (334) 242-1650 Email: sdhr.procurement@dhr.alabama.gov Website: http://www.dhr.alabama.gov	Label Submission: RFP Title/Number: GB2025-100-27 INTENSIVE IN-HOME SERVICES Proposal Due Date: July 30, 2025 Special Instructions:
VENDOR INFORMATION	
(Fill in the information fields below and return this form with RFP response)	
Vendor Name/Address: (no P.O. Boxes)	Authorized Vendor Signatory: (Please print name and sign in ink)
Vendor Phone Number: ()	Vendor FAX Number: ()
Vendor Federal I.D. Number:	Vendor E-mail Address:
Total number of proposal pages: _____	
Trade Secret Declarations: (<u>reference section/page(s) of trade secret declarations</u>)	

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VENDOR'S RFP CHECKLIST

1. _____ **Read the entire document.** Note critical items such as: mandatory requirements; supplies/services required; submittal dates; 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 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 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.

VENDOR'S DOCUMENT CHECKLIST

1. _____ **RFP COVER SHEET with signature of person legally authorized to bind vendor to proposal**
2. _____ **Appendix F (Cost Proposal)**
3. _____ **Licenses/Certificates/Credentials**
4. _____ **Disclosure Statement (Appendix A)**
5. _____ **W-9 and Legal Status Letter or Taxpayer ID # (Appendix B)**
6. _____ **Trade Secret Affidavit (Appendix C)**
7. _____ **Certificate of Compliance (Appendix D)**
8. _____ **Immigration Status Form (Appendix E)**
9. _____ **E-Verify (MOU)**
10. _____ **Audits or New Vendors provide Financial Statements**
11. _____ **Resumes/Job Descriptions for All Employee Levels assigned to this RFP**
12. _____ **Start-up Plan must have a Detailed Schedule Submitted**
13. _____ **Detailed Proposal Explaining all Items in RFP with Plan Addressing How the requirements of the RFP will be met**
14. _____ **In Section 4, Vendor must attest to all areas required in writing within proposal as stated in the RFP to the conditions stated in the RFP.**

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 as detailed in Section 1.5.3 of this RFP. Vendors should refer to the website periodically for changes to the RFP.

EVENT	DATE
RFP Issue Date.....	July 16, 2025
Deadline for Receipt of Written Questions.....	July 18, 2025
Deadline for Posting of Written Responses to Questions	July 21, 2025
Electronic Proposal Submission.....	July 30, 2025

SECTION 1: PROJECT OVERVIEW AND INSTRUCTIONS

1.0 PROJECT OVERVIEW

The ALABAMA DEPARTMENT OF HUMAN RESOURCES, (hereinafter referred to as “the Department”) seeks qualified Vendors to develop/operate ***Intensive In-Home Services (IIHS)***, to address the needs of children and their families in order to achieve safety and permanency in a timely manner. This procurement is seeking stand-alone vendors or collaborative vendors in various areas of the State who are able to provide intensive in-home services. The regions/counties identified and the number of monthly slots (families to be served) for IIHS slots are as follows:

- ❑ **Central Alabama** (Bullock, Butler, Crenshaw, Lowndes, Montgomery, Pike counties) **44 slots per month;**
- ❑ **East Alabama** (Chambers, Coosa, Elmore, Lee, Macon, Russell, Tallapoosa counties) **50 slots per month;**
- ❑ **East Central Alabama** (Calhoun, Cherokee, Clay, Cleburne, Randolph, St. Clair, Talladega counties) **77 slots per month;**
- ❑ **Jefferson/Shelby** (Jefferson and Shelby counties) **103 slots per month;**
- ❑ **Northeast Alabama** (Blount, Cullman, DeKalb, Etowah, Jackson, Marshall, Morgan counties) **81 slots per month;**
- ❑ **Northwest Alabama** (Colbert, Franklin, Lauderdale, Lawrence Fayette, Lamar, Marion, Walker, Winston, Madison and Limestone counties) **99 slots per month;**
- ❑ **Southeast Alabama** (Barbour, Coffee, Covington, Dale, Geneva, Henry, Houston counties) **61 slots per month;**
- ❑ **Southwest Alabama** (Baldwin, Choctaw, Clarke, Conecuh, Escambia, Mobile, Monroe, Washington Counties) **79 slots per month;**
- ❑ **Tuscaloosa Hub** (Bibb, Greene, Hale, Pickens, Sumter, Tuscaloosa counties) **36 slots per month; and**
- ❑ **West Central Alabama** (Autauga, Chilton, Dallas, Marengo, Perry, Wilcox counties) **31 slots per month.**

Selected vendors must serve all of the counties in the region. If any county fails to use its slots on a continual basis, slots may be re-assigned by State DHR.

Vendors may propose for more than one region but must provide assurances that they will have a physical presence in each region to serve children within the county or region. Vendors must indicate the number of slots proposed, per region. All proposals containing collaborative initiatives must verify that there is a formal, legally acceptable business arrangement in place among the collaborating agencies.

Proposals must detail the Vendor’s expertise or history in the provision of such services including their use of trauma informed care and practices. They must identify a nationally recognized evidence-based treatment model that has proven to be successful that will be used in service provision. Vendors will be required to provide intensive in-home interventions to help alleviate situations and conditions within families where removal of children from the home is imminent, and when reunification is the permanency outcome, working with the children and their placements to return the youth to their permanent home. IIHS Vendors must provide services to a child or children in an out-of-home setting, when required, and simultaneously provide intensive services to the family to expedite the child/children’s safe return home or to some other permanent living arrangement. A more complete description of the services sought for this project is provided in *Section 3, Scope of Project*.

Proposals submitted in response to this solicitation must comply with the instructions and procedures contained herein.

1.1 ELIGIBLE ENTITIES

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

1.2 REQUIRED LICENSURE/CERTIFICATION/CREDENTIAL

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

1.3 CONTRACT TERM

The initial contract period for this procurement is for three years beginning ***October 01, 2025 and ending September 30, 2028***. 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 ***five (5)*** year, at the option of the Department. ***Selected vendors must be fully operational on October 01, 2025.***

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:

Tina Limbaugh, Program Manager
SDHR Procurement, Resource Management Division
Telephone Number: (334) 242-1650
E-mail Address: 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 **12:00 p.m. (CST) July 18, 2025**. 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 **July 21, 2025** to all questions received by the deadline on **July 18, 2025**. 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 by the close of business on the date listed.

1.6 MANDATORY REQUIREMENTS

Vendors are expected to respond to all the requirements described in this document. The Department will determine whether a vendor's proposal meets the terms of the requirements. Proposals that do not meet all requirements listed in this RFP may be subject to point reductions during the evaluation process or may be deemed non-responsive. Proposals that do not meet the requirements 1.6.1 through 1.6.6 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 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.

1.6.2 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 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.

1.6.3 CERTIFICATE OF COMPLIANCE

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

1.6.4 E-VERIFY DOCUMENTATION

Vendors must submit E-Verify memorandum of understanding/registration documentation with their proposals.

1.6.5 IMMIGRATION STATUS FORM

Vendors must submit immigration status form documentation with their proposals.

1.6.6 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.

1.7 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 COPY AND DEADLINE FOR RECEIPT OF PROPOSALS

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

Tina Limbaugh, Program Manager
Resource Management Division/Office of Procurement
Alabama Department of Human Resources
sdhr.procurement@dhr.alabama.gov

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

1.8.2 FAILURE TO COMPLY WITH INSTRUCTIONS

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

1.8.3 BUDGET RATE

Vendors **must** respond to this RFP by utilizing the Forms in Section 5.

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 electronic delivery by the designated date and time.

SECTION 2: STANDARD INFORMATION

2.0 AUTHORITY

This RFP is issued under the authority of Section 41-4-123 of the Alabama Code (Act 2001-956, 2001 3rd 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.

A bona fide prospective bidder or offeror who is aggrieved in connection with the solicitation of a contract may protest to the Chief Procurement Officer within 14 days of the date of issuance of the solicitation or any amendment to it, if the amendment is at issue.

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) 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 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.

2.9 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.

2.10 PRE-SCREENING AND EVALUATION OF PROPOSALS

2.10.1 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.

2.10.2 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.

2.11 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.

2.12 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.

2.13 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.

2.14 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.

2.15 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:

2.15.1 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.

2.15.2 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.

2.15.3 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.

2.15.4 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.

2.15.5 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.

2.15.6 ORAL PRESENTATIONS

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

2.15.7 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 under this RFP link.

2.15.8 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.

2.15.9 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.

2.15.10 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

Intensive In-Home Services (IIHS) is a dynamic process, which focuses on achieving the outcome of successful permanency within a safe, stable family setting in a timely manner for children. It will be expected that when a family is referred to the IIHS Vendor, the Vendor will provide most of the services that are needed to achieve the permanency outcome. If a child must be/has been removed from the home due to safety issues, the Vendor shall provide individualized services to the child during their out-of-home placement (with the exceptions of intensive residential care, and programs for sexual predators, active substance addicts, and the Intellectually Disabled population), and intensive in-home services for the family.

Appropriate Reunification Case referrals include:

- Children have been removed from their home and placed in a foster home setting (traditional, therapeutic, or CAP), a residential facility (basic, Crisis, Moderate, or CAP), or in any other out-of-home placement.
- Permanency Plan is one of the following: Return to Parents, Permanent Relative Placement, or Kinship Guardianship
- The child has been in out-of-home care for longer than six (6) months.

Appropriate Preservation Case referrals include:

- Families where the children are at imminent risk for being removed from their own homes
- Permanency Plan is Remain with Parents

Permanency Plans not appropriate for IIHS services include: APPLA, Adoption with no identified resource, Adoption by foster parent, and Adult Custodial Care.

3.1 STAFF REQUIREMENTS/QUALIFICATIONS

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

Therapists must possess a LCSW, LGSW, ALC, and/or LPC from a college or university accredited by one of the six regional accrediting associations of the United States with two (2) years of proven post-master's experience, or a master's degree in the field of social work, psychology, or counseling with five (5) years of proven post-master's experience in family and children's services.

Family Support Workers must possess a bachelor's degree in the field of social work, psychology, human and child development, counseling, sociology, or related field, from a college or university accredited by one of the six regional accrediting associations of the United States and a minimum of **one (1)** year of associated experiences.

Employees of established programs who were hired prior to April 24, 2008; who possess a bachelor's degree from an accredited college or university; and who have a minimum of five years of experience providing human related services may be "grandfathered" in and considered for employment in this position.

All IIHS providers must have the following information in IIHS employee's files:

- Proof of education
- Proof of Licensure
- Proof of CA/N Clearance
- Proof of ABI/FBI Clearance

3.2 NUMBER OF STAFF PER TREATMENT TEAM

Treatment teams must include:

- Minimum of one (1) Supervisor
- Up to Six (6) Other Treatment Team Staff Members to include but not limited to Therapists and Family Support Workers.
- Various service delivery models have varying supervisor to worker ratios. If a vendor is following the strict guidelines of a model to maintain model integrity and validity, those ratios must be maintained and detailed in the response.

3.3 STAFF AND CASELOAD RESTRICTIONS

Staff and caseload limits for treatment teams are as follows:

- Supervisors - Maximum of 4 family support workers and 2 therapists – May not carry a full-time
- Therapists - Maximum of 12 families
- Family Support Workers - Maximum of 6 families

The proposal must also delineate how supervision will be accomplished, both in case-specific and general work performance areas.

All Staff positions must operate separate and apart to meet the requirements of this RFP.

Supervisors will not carry a full-time caseload.

3.4 AVAILABILITY OF SERVICES

Services must be available 24 hours a day/7 day a week.

3.5 SERVICE DELIVERY

VENDORS MUST GIVE A DETAILED EXPLANATION IN PROPOSAL OF WHAT QUALITY IMPROVEMENT PLAN WILL BE IN ORDER TO BE CONSIDERED FOR A CONTRACT:

To begin IIHS services, a complete referral is made by the local County Department of Human Resources to the IIHS agency.

What constitutes a Complete Referral for IIHS Services:

- A IIHS referral form that specifies if the referral is for reunification or preservation services
- A Comprehensive Family Assessment (CFA) of all children and family members in order to gain an understanding of the needs to be addressed and evaluate progress toward meeting those needs. As much information as known should be included in the CFA

Next Steps in process of IIHS services being arranged:

- IIHS will have two (2) days to review a Completed Referral and contact County DHR to start the IIHS referral process.

- If a referral is received incomplete, the IIHS provider shall contact the County DHR through email within two (2) days requesting a new referral packet be sent with an explanation of the missing items. The IIHS provider will not hold an IIHS slot for the incomplete referrals that are received.
- If a referral is received complete, the County DHR must schedule within seven (7) days an intake assessment meeting which meets Medicaid requirements to include the DHR worker, the family, and the IIHS provider.

At the assessment meeting at minimum the following should be discussed:

- Assess and discuss the needs of the family
 - Assess and discuss the strengths of the family
 - Explain IIHS services
 - Explain the requirements of the IIHS services
 - Confirm the families' willingness to participate in IIHS services
- County DHR must conduct an Individualized Service Plan per policy to add the IIHS services. This ISP may be scheduled in conjunction with the intake assessment meeting that DHR and the IIHS performs with the family. The role, function, hours of provision of services, and length of intervention by the IIHS provider is determined by the needs of the family as defined in the ISP. While services must be identified in the ISP per policy, child welfare can state in the ISP that they plan to make a referral to IIHS prior to making the referral to IIHS. Then when the specified provider is identified, another ISP meeting could be held to outline the specific topics, frequency, interactions, etc.
 - County DHR must supply a 724 to initiate IIHS services. This should be provided to the IIHS provider at the same time as the ISP meeting to avoid delay in IIHS services.
 - All referrals received will be listed in chronological order and contacted in the order of referral.
 - The local County DHR Director will reserve the right to advance a County DHR referral deemed to need immediate services.
 - If an IIHS provider has no slots, the IIHS provider should ensure that the County DHR staff receives other IIHS provider information that serves their county. This is to alleviate a waiting list when other IIHS providers have openings to serve families immediately.

The total number of hours provided by the IIHS workers will include travel time between client family homes and sufficient time for mental health consultation and documentation. The IIHS workers will provide as many hours of in-home intervention as needed and as identified by the ISP team and assessments. The IIHS worker will use flexible work hours to meet the needs of the family. The flexibility of the schedule of the workers will include, but not limited, to availability on a 24-hour, seven (7) days a week basis, 365 days per year.

A case is identified as a family, not as an individual child. Further, even if a child ultimately requires out-of-home placement, the services will continue with the family to help them adjust to this transition and work towards reunification. IIHS cases are based upon a perspective which views the family as a system consisting of all extended family members and support networks within the community. The IIHS workers work with families in their own homes where the problems are occurring and in the community. The IIHS workers seek to develop a family-like bond with all members of the client system to use the "extended family" relationship to help the family learn additional skills that they may use to function more effectively in the future.

IIHS works in partnership with the local County Department of Human Resources and the families served to obtain whatever combination of services, resources and supports necessary in order to help families in their efforts to remain safely together and reach an optimal and effective level of daily functioning.

Family assessment is an on-going process. Services are provided only for as long as services are needed. It is anticipated that treatment through IIHS services may last from 6 to 9 months. If it is necessary to exceed the 9

months of service authorization, there must be concurrence from the county director and State DHR – Family Services.

3.6 CORE SERVICES

Vendors must provide all the services identified below. Services must be based on the needs identified in the ISP and ISP team decisions. Vendors must:

- A. Schedule and coordinate the child's treatment plan: initial treatment plan within ten (10) days of completed ISP initiating IIHS services, comprehensive treatment plan within thirty (30) days and reviews every ninety (90) days. All treatment plans developed by the agency should be coordinated with the DHR county social workers and based upon the goals established in the child's Individualized Service Plan (ISP). The IIHS agency is required to obtain a copy of the Comprehensive Family Assessment/Intake Evaluation form and an ISP from the referring county DHR office.
- B. Initiate discharge planning from point of admission through point of discharge with emphasis on moving toward safety and permanency outcome as quickly as possible.
- C. Conduct three or more (as needed) in-home, face to face contacts per week with the family (a minimum of one hour duration) to examine family relationships, roles and dynamics, and to assess how these issues impact family functioning including those contacts by a therapist or family worker, based on the needs identified by the ISP / ISP team. **(Preservation cases)**
- D. Conduct two or more (as needed) in-home, face to face contacts per week with the family (a minimum of one hour duration) to examine family relationships, roles and dynamics, and to assess how these issues impact family functioning including those contacts by a therapist or family worker, based on the needs identified by the ISP / ISP team. **(Reunification cases)**
- E. Conduct two or more (as needed) visits per month with the out of home child/children to discuss movement toward permanency outcomes detailed in the ISP, performing in the role of child advocate when at the out of home placement. **(Reunification cases)**
- F. Provide face-to-face or telephone contact with school, therapists or other providers, once per month or more as needed, to monitor the child and family's progress.
- G. Assist in the referral to other programs/services, advocate for the child and family by accompanying them to appointments as identified in the family's ISP including the coordination of transportation, family visits and activities.
- H. Provide education and support to enhance the child's and family's ability to function independently by assisting the family with locating and appropriately utilizing community resources, services and activities (e.g., food, clothes, shelter, transportation, etc.)
- I. Provide family support with family, supervise family visitation as outlined in the ISP/Treatment Plan. Support must include the provision of services to assist the child's family members in understanding the nature of the child and how to help the child be maintained in the community by providing education about the child's illness, expected symptoms, medication management, parenting support, therapeutic visitation support, educational advocacy and to encourage school success, as identified in the family's ISP.
- J. Attend ISP's, IEP's, court hearings and other appointments along with the child and family to assure coordination of services. Assist the family /child in getting to meetings or appointments when necessary.
- K. Provide progress/summary reports to the referring DHR worker on a monthly basis and prior to any court hearing. Reports must document progress or lack thereof and provide an actual assessment of threats and protective capacity for preservation cases and for reunification cases make recommendations that include assessment, a plan to incorporate more visitation and detailed feedback regarding bonding/attachment/parenting skills, etc.
- L. Assist in creating a behavior management plan for the child with the other members of the ISP team. All IIHS agencies must maintain staff that has expertise in the development of such plans. (DHR shall assume the responsibility of completing behavioral management plans on all children that require them.)

- M. Participate in the development of the Safety Plan as needed.
- N. Provide crisis intervention services on a 24 hours/7days a week basis, as needed, to alleviate a crisis for the child or to assist the family in alleviating a crisis for the child.
- O. Provide weekly consultation with DHR and an immediate response in the event health or safety issues poses a threat to the child.

3.7 ROLES OF DHR AND IIHS

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

3.7.1 DHR ROLES

- A. DHR is responsible for sending a completed referral to the IIHS provider. This is to include: the required referral form and the CFA.
- B. DHR will be responsible for coordinating the scheduling and holding of the assessment meeting with the Family and IIHS within seven (7) business days of a completed referral. The assessment meeting and the ISP meeting can be completed in conjunction with each other.
- C. DHR will be responsible for coordinating the scheduling and holding of the ISP according to policy with the family, IIHS provider, and other ISP team members. The assessment meeting and the ISP meeting can be completed in conjunction with each other.
- D. DHR will work with the IIHS agency on the development of the treatment plan and for a regular review of the plan.
- E. DHR will be responsible for assuring that all services to be provided are included in the ISP including the core services that are appropriate for the case. DHR is also responsible for assuring that all pertinent team members attend the ISP including the IIHS staff.
- F. DHR staff will be required to make at least monthly face to face contact with each child and family.
- G. DHR will participate in conferences with the school, including the parents, the IIHS worker, and particularly when problems have been identified that need resolution.
- H. DHR will be responsible for assuring that reports from the IIHS agency are received in a timely manner. If problems have arisen and reports are not received, DHR should assure that the weekly consultations with the IIHS agency are being held.
- I. The DHR worker will also review the reports to determine that adequate progress is being made by the family and to assure that the appropriate supports are in place.
- J. DHR will review the therapist's reports and will schedule an ISP if there are significant requirements for a child/family that are not being addressed by the services that are being provided. DHR should also participate in the counseling sessions as the need arises.
- K. The DHR worker will assist in the coordination of services to address the needs of the family.
- L. DHR will work with the IIHS agency to develop crisis plans and safety plans that are deemed necessary to support the family and assure safety for children.
- M. DHR has its own QA component as it relates to the local QA committee and case review process.
- N. DHR will assist the IIHS agency in gaining access to the policies that direct the work of the agency.

3.7.2 ROLES OF IIHS WORKERS

- A. The IIHS provider is responsible for completion of all assigned tasks in the ISP.
- B. The IIHS provider actively participates in ISPs.
- C. The IIHS provider is responsible for meeting the requirements listed in the core services.

- D. The IIHS provider is responsible for preparing monthly comprehensive reports that are current, accurate, and meaningful, are behaviorally specific and describe barriers/outcomes. The monthly reports should be sent to State DHR – Resource Management and the County DHR by the 15th of the following month.
- E. The IIHS provider is responsible for recruiting candidates for the various positions that are part of the contract and for coordinating with DHR on the suitability of the various candidates.
- F. IIHS provider is required to be available to the families 24 hours per day 7 days per week and should be available to provide crisis intervention as needed.
- G. The IIHS provider is required to have contact with the schools to monitor the child's progress and to make reports on progress to DHR. Any contacts should include involving the parents in the discussions.
- H. The IIHS provider may call an ISP if one is deemed necessary but has not been scheduled.
- I. The IIHS provider will assist in making referrals to other programs/services to address the needs identified for the child/family and will monitor those services to be sure that they are meeting the needs.
- J. The IIHS provider will work with the family to arrange for community and family supports that will support independence of the family from agency involvement.
- K. The IIHS provider will schedule and coordinate the family treatment plan as per the information in the core services up to and including discharge from the program.
- L. The IIHS provider is responsible for working with the local DHR office and SDHR to resolve any concerns that are identified.
- M. The IIHS provider should assist in the development and monitoring of a behavior management plan for children, as necessary, with all participants.
- N. The IIHS provider will work with DHR to develop crisis plans and safety plans that are deemed necessary to support the family and assure safety for children.
- O. The IIHS provider will be familiar with pertinent DHR policies related to the service provision, planning with families.

3.8 REJECT/CLOSURE POLICY

VENDORS MUST GIVE A DETAILED EXPLANATION IN PROPOSAL OF WHAT QUALITY IMPROVEMENT PLAN WILL BE IN ORDER TO BE CONSIDERED FOR A CONTRACT:

Each 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 IIHS (as determined by DHR) in any program year, except when it can be documented that there are no available slots.
- Closures: A Vendor will be allowed to request case closure if the permanency goal changes from preservation/reunification or the child moves to a placement category that is not serviced by the IIHS provider (intensive residential care, and programs for sexual predators, active substance addicts and the Intellectually Disabled population)
- Any immediate closures by the program must either be an ISP team decision or approved by SDHR. An unusually high closure rate (more than 3%) for other than successful closure, will result in follow up conversations about the continued viability of the contract agreement.

3.9 AFTERCARE

VENDORS MUST GIVE A DETAILED EXPLANATION IN PROPOSAL OF WHAT QUALITY IMPROVEMENT PLAN WILL BE IN ORDER TO BE CONSIDERED FOR A CONTRACT:

Aftercare is the time during which the Vendor is tracking to ensure that a permanent placement is viable so that the child will not enter care. If a child must re-enter care during this time, it will be at no additional cost to the Department. The Vendor shall link/collaborate with the child's ISP team throughout this period. The period of aftercare established by the Department is three (3) months.

3.10 OUTCOMES

VENDORS MUST GIVE A DETAILED EXPLANATION IN PROPOSAL OF WHAT QUALITY IMPROVEMENT PLAN WILL BE IN ORDER TO BE CONSIDERED FOR A CONTRACT:

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

- The percentage of the children reunified with family or placed in their permanent placement will remain stable at the one-year anniversary of their discharge from the program (82% or better, is the expectation).
- The percentage of the children being served by the in-home prevention teams that remain in their own homes will remain stable at the one-year anniversary of their discharge from the program (82% or better, is the expectation).

Note: Other outcomes this section could include outcomes addressing:

- 1) Stability of placement.*
- 2) Low repeat maltreatment.*
- 3) Entry or re-entry into foster care.*
- 4) Educational success; and*
- 5) Outcome measures of child well-being.*

Outcomes 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. 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.

3.11 QUALITY ASSURANCE

VENDORS MUST GIVE A DETAILED EXPLANATION IN PROPOSAL OF WHAT QUALITY IMPROVEMENT PLAN WILL BE IN ORDER TO BE CONSIDERED FOR A CONTRACT:

The Quality Management deliverables will include a minimum qualitative and quantitative reporting of measures reflecting the operational and service development status annually. The Quality Assurance Plan must be submitted and approved by SDHR.

3.12 TRACKING

VENDORS MUST GIVE A DETAILED EXPLANATION IN PROPOSAL OF WHAT QUALITY IMPROVEMENT PLAN WILL BE IN ORDER TO BE CONSIDERED FOR A CONTRACT:

Vendors will track the children or youth and families who have received services through their program. Critical data to capture includes but is not limited to number of referrals; number of cases accepted; number of cases rejected (reason for rejection); number of children/families served; number of children/families (cases)

SECTION 3: SCOPE OF PROJECT

closed (reason for closure); average length of stay (in days/aggregate); successful closures; successful closures 3, 6, 12 post-closures. Additional areas that are tracked and their outcomes must be included. Vendors are required to provide all reports to county and State DHR that are required in case management and tracking for service utilization monthly.

SECTION 4: PROPOSAL FORMAT AND INSTRUCTIONS

4.0 PROPOSAL REQUIREMENTS

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

4.1 COMPLETENESS OF PROPOSALS

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

4.2 PROPOSAL FORMAT

Proposals must 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. **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.

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**.

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 like 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.

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

4.2.5.3 *METHOD OF PROVIDING SERVICES*

4.2.5.3.1 *Service Delivery Approach*

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

4.2.5.3.2 *Start-up Plan*

Vendors must include a detailed project schedule that is comprised of the detailed work plan for the entire project. This section should also include any proposed additions to the tasks outlined in the *Section 3: Scope of Work*. ***The selected vendor must be fully operational on October 01, 2025.***

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 *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."

4.2.5.4.2 *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.

4.2.5.4.3 *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.)

4.2.5.4.4 *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.

4.2.5.4.5 *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 will be compensated based on a unit rate per month. Services provided will be directed at either **preservation** or **reunification** and as outlined in this procurement document. Services directed at **Family Preservation** are reimbursable at a rate of \$1520 per month, per family. A state/local match equaling 15% of the cost is required to secure the federal funds. Cash, goods, or services, including third party in-kind contributions, are allowable sources of match. Please identify any local matching funds your agency can make available or has secured for this project. **Note: The monthly rate per family for preservation services is \$1520 minus the 15% match (\$1292 per month). These services are not eligible for Medicaid billing.**

Services directed at **Family Reunification** are reimbursable at the rate of \$1600 per month (Cannot bill Medicaid) or \$1355 per month (Can bill Medicaid). Vendors have the choice of billing for eligible Medicaid Rehab Option services. Vendors who choose to bill Medicaid must certify that they are meeting all Medicaid criteria for said billing. These services must be provided in accordance with Medicaid policy, the DHR ISP, the provider treatment plan and core services. Services provided to a child /family that are not in accordance with the DHR ISP is not billable and if paid may be recouped. If the child/family is not Medicaid eligible, the vendor should attach an itemized list of services provided to the child/family to their monthly invoice. The itemized listing should include the H code of the service, date of service and applicable number of units. The Medicaid portion of the vendor payments will not be paid to the vendor by DHR until payment is received from the State Medicaid Agency. **Note: The add on rate for each additional child authorized by the county and served in out-of-home care is \$692.50 per month and \$800 per additional child (Cannot bill Medicaid).**

Services

IIHS (Preservation)	\$1520/per month	(Cannot bill Medicaid)
IIHS (Reunification)	\$1355 per/month	(Can bill Medicaid per DHR ISP)
IIHS (Reunification	\$1600/ per month	(Cannot bill Medicaid)
Rate for each additional child in out of home care (Reunif.)	\$692.50/per month	(Can bill Medicaid per DHR ISP)
Rate for each additional child in out of home care (Reunif.)	\$800.00/ per month	(Cannot bill Medicaid)

APPENDIX F: COST PROPOSAL

Contract Number:		DHR USE ONLY	Taxpayer ID#:
Agency:			
Address:			
Project Title:			
Budget Period:	October 01, 2025	to	September 30, 2028

NUMBER OF SLOTS REQUESTED PER REGION

REGION	NUMBER OF NON-MEDICAID SLOTS PROPOSED	NUMBER OF MEDICAID SLOTS PROPOSED
Central Alabama (Bullock, Butler, Crenshaw, Lowndes, Montgomery, Pike counties) 44 slots per month		
East Alabama (Chambers, Coosa, Elmore, Lee, Macon, Russell, Tallapoosa counties) 50 slots per month		
East Central Alabama (Calhoun, Cherokee, Clay, Cleburne, Randolph, St. Clair, Talladega counties) 77 slots per month		
Jefferson/Shelby (Jefferson and Shelby counties) 103 slots per month		
Northeast Alabama (Blount, Cullman, DeKalb, Etowah, Jackson, Marshall, Morgan counties) 81 slots per month		
Northwest Alabama (Colbert, Franklin, Lauderdale, Lawrence Fayette, Lamar, Marion, Walker, Winston, Madison and Limestone counties) 99 slots per month		
Southeast Alabama (Barbour, Coffee, Covington, Dale, Geneva, Henry, Houston counties) 61 slots per month		
Southwest Alabama (Baldwin, Choctaw, Clarke, Conecuh, Escambia, Mobile, Monroe, Washington Counties) 79 slots per month		
Tuscaloosa Hub (Bibb, Greene, Hale, Pickens, Sumter, Tuscaloosa counties) 36 slots per month		
West Central Alabama (Autauga, Chilton, Dallas, Marengo, Perry, Wilcox counties) 31 slots per month		

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 100 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
Vendor Qualifying Information	30% of points for a possible 30 points	
A. Vendor Profile and Experience	4.2.5.1.1	20
B. Staff Performance Evaluations and Training	4.2.5.1.5	5
C. Vendor Financial Stability	4.2.5.2	5
Method of Providing Services	50% of points for a possible 50 points	
A. Service Delivery Approach	4.2.5.3.1	25
B. Start-up Plan	4.2.5.3.2	15
C. Assessment of Benefits and Impacts	4.2.5.3.3	10
Cost Proposal	20% of points for a possible 20 points	
A. Cost Proposal	Appendix F	20

SECTION 7: DEFINITIONS

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 3rd 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.

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 A: DISCLOSURE STATEMENT



State of Alabama

DISCLOSURE STATEMENT

(Required by Act 2001-955)

ENTITY COMPLETING FORM

Agreement Number

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

()

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

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

()

This form is provided with:

☐ Contract ☐ Proposal ☐ Request for Proposal ☐ Invitation to Bid ☐ Grant Proposal

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

☐ Yes ☐ No

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

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

☐ Yes ☐ No

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

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

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

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

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

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

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

Signature _____ Date _____

Notary's Signature _____ Date _____ Date Notary Expires _____

STATE OF ALABAMA
REQUEST FOR TAXPAYER IDENTIFICATION NUMBER
STATE COMPTROLLER'S OFFICE

1. In PART 1 below provide your Tax Identification Number and check FEIN or SSN. Also provide the name and address to which payments should be sent. In addition, provide the name of the legal signatory authority for your organization (the individual authorized in your Constitution and/or By-laws to legally obligate the organization, for example, sign a contract on behalf of the organization).
2. Circle the business designation that identifies your type of trade or business in PART 2.
3. Sign and return this form as part of the response to the RFP:

APPENDIX C: TRADE SECRET AFFIDAVIT

Alabama Department of Human Resources

AFFIDAVIT FOR TRADE SECRET CONFIDENTIALITY

DEPARTMENT OF _____)
County of _____)ss.

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

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

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

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

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

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

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

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

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

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

Affiant's Signature

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

Name of Notary Public: _____ for the

Department of: _____

My Commission Expires: _____

APPENDIX D: CERTIFICATE OF COMPLIANCE

State of _____)

County of _____)

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

DATE: _____

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

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

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

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

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

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

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

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

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

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

Certified this _____ day of _____ 20_____.

Name of Contractor/Grantee/Recipient

By: _____

Its _____

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

this _____ day of _____ 20_____.

WITNESS: _____

Printed Name of Witness

APPENDIX E: IMMIGRATION STATUS FORM

IMMIGRATION STATUS

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

Signature of Contractor

Witness