# ALABAMA DEPARTMENT OF HUMAN RESOURCES
# REQUEST FOR PROPOSALS

| PROCUREMENT INFORMATION | |
|---|---|
| **RFP Number: GB2026-100-14** | **RFP Title: Traditional Child Placing Agency** |
| **Issue Date: November 20, 2026**<br>**Issuing Division:**<br>**Family Service Division** | **Number of Pages: 39** |

| INSTRUCTIONS TO VENDORS | |
|---|---|
| **Submit Proposal Electronically to:**<br><br>**Jodie Nata, Director**<br>**Resource Management Division/SDHR Procurement**<br>**Alabama Department of Human Resources**<br>**Email: sdhr.procurement@dhr.alabama.gov** | **Label Submission:**<br><br>**RFP Title/Number: GB2026-100-14**<br>**TRADITIONAL CHILD PLACING AGENCY**<br><br>**Special Instructions:** |

| VENDOR INFORMATION<br>(Fill in the information fields below and return this form with RFP electronic response) | |
|---|---|
| **Vendor Name/Address: (no P.O. Boxes)** | **Authorized Vendor Signatory:**<br><br>**(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: (reference section/page(s) of trade secret declarations)** | |

# TABLE OF CONTENTS

TABLE OF CONTENTS ..... 2

VENDOR'S DOCUMENT CHECKLIST ..... 5

SECTION 1: PROJECT OVERVIEW AND INSTRUCTIONS ..... 6

1.0 PROJECT OVERVIEW ..... 6
1.1 ELIGIBLE ENTITIES ..... 6
1.2 REQUIRED LICENSURE/CERTIFICATION/CREDENTIAL ..... 6
1.3 CONTRACT TERM ..... 6
1.4 POINT OF CONTACT ..... 6
1.5 REQUIRED REVIEW ..... 6
1.5.1 REVIEW RFP ..... 6
1.5.2 VENDOR'S QUESTIONS ..... 7
1.5.3 DEPARTMENT'S RESPONSES ..... 7
1.6 MANDATORY REQUIREMENTS ..... 7
1.6.1 W-9 LEGAL STATUS LETTER OR TAXPAYER IDENTIFICATION NUMBER FORM ..... 7
1.6.2 DISCLOSURE STATEMENT ..... 7
1.6.3 CERTIFICATE OF COMPLIANCE ..... 7
1.6.4 E-VERIFY MOU ..... 7
1.6.5 IMMIGRATION STATUS MOU ..... 7
1.6.6 AUTHORIZED VENDOR SIGNATORY ..... 7
1.7 GENERAL REQUIREMENTS ..... 7
1.7.1 ACCEPTANCE OF STANDARD TERMS AND CONDITIONS ..... 8
1.7.2 UNDERSTANDING OF SPECIFICATIONS AND REQUIREMENTS ..... 8
1.7.3 PRIMARY VENDOR/SUBCONTRACTORS ..... 8
1.7.4 VENDOR'S SIGNATURE ..... 8
1.8 ELECTRONIC SUBMISSION OF PROPOSAL ..... 8
1.8.1 REQUIRED COPY AND DEADLINE FOR RECEIPT OF ELECTRONIC PROPOSALS ..... 8
1.8.2 FAILURE TO COMPLY WITH INSTRUCTIONS ..... 8
1.8.3 BUDGET RATE ..... 8
1.8.4 TIMELY SUBMITTED PROPOSALS ..... 8
1.8.5 LATE PROPOSALS ..... 8

SECTION 2: STANDARD INFORMATION ..... 9

2.0 AWARD ..... 9
2.1 VENDOR COMPETITION ..... 9
2.2 NONDISCRIMINATION ..... 9
2.3 CERTIFICATE OF COMPLIANCE AND E-VERIFY ..... 9
2.4 NO BOYCOTT CLAUSE ..... 10
2.5 TERMINATION/ALTERNATIVE RESOLUTION ..... 10
2.6 MERIT SYSTEM EXCLUSION ..... 10
2.7 IMMIGRATION CLAUSE ..... 10
2.8 TRADE SECRETS ..... 10
2.9 PRE-SCREENING AND EVALUATION OF PROPOSALS ..... 11
2.9.1 PRE-SCREENING ..... 11
2.9.2 EVALUATION OF PROPOSALS ..... 11
2.10 DISCUSSION/NEGOTIATION AND/OR ORAL PRESENTATION/PRODUCT DEMONSTRATION ..... 11
2.11 BEST AND FINAL OFFER ..... 11

**TABLE OF CONTENTS**

2.12 PUBLIC REQUESTS FOR INFORMATION ..... 11
2.13 COST OF PREPARING A PROPOSAL ..... 11
2.14 DEPARTMENT'S RIGHTS RESERVED ..... 11
2.14.1 PRE-SELECTION DISCRETION ..... 12
2.14.2 POST-SELECTION DISCRETION ..... 12
2.14.3 WAIVERS ..... 12
2.14.4 NEGOTIATIONS ..... 12
2.14.5 ADOPTION OF IDEAS ..... 12
2.14.6 ORAL PRESENTATIONS ..... 12
2.14.7 AMENDMENTS ..... 12
2.14.8 NO GUARANTEE OF CONTRACT ..... 12
2.14.9 RIGHT TO INVESTIGATE AND REJECT ..... 12
2.14.10 DISCLAIMER ..... 12

SECTION 3: SCOPE OF PROJECT ..... 13

3.0 SCOPE OF PROJECT ..... 13
3.1 PLANNING RESPONSIBILITY ..... 13
3.2 PROGRAM REQUIREMENTS ..... 13
3.3 RESPONSIBILITIES OF PROGRAMS ..... 13
3.4 RESPONSIBILITIES OF DEPARTMENT OF HUMAN RESOURCES ..... 16
3.5 ADDITIONAL SERVICES FOR YOUTH 14 TO 21 ..... 17
3.6 PARTNERSHIP COMMITMENT AND COLLABORATION REQUIREMENT ..... 18
3.7 OUTCOMES AND TRACKING ..... 18
3.8 QUALITY ASSURANCE ..... 18

SECTION 4: PROPOSAL FORMAT AND INSTRUCTIONS ..... 19

4.0 PROPOSAL REQUIREMENTS ..... 19
4.1 COMPLETENESS OF PROPOSALS ..... 19
4.2 PROPOSAL FORMAT ..... 19
4.2.1 COVER SHEET ..... 19
4.2.2 TABLE OF CONTENTS ..... 19
4.2.3 W-9 AND THE LEGAL STATUS LETTER OR TAXPAYER IDENTIFICATION NUMBER ..... 19
4.2.4 LICENSES/CERTIFICATES/CREDENTIALS ..... 19
4.2.5 TECHNICAL PROPOSAL ..... 19
4.2.5.1 VENDOR QUALIFYING INFORMATION ..... 20
4.2.5.1.1 VENDOR PROFILE AND EXPERIENCE ..... 20
4.2.5.1.2 PAST AND PRESENT CONTRACTUAL RELATIONSHIPS WITH DEPARTMENT ..... 20
4.2.5.1.3 PROJECT STAFF/RESUMES/JOB DESCRIPTIONS ..... 20
4.2.5.1.4 STAFF PERFORMANCE EVALUATIONS AND TRAINING ..... 20
4.2.5.1.5 BACKGROUND CHECKS ..... 20
4.2.5.2 VENDOR FINANCIAL STABILITY ..... 20
4.2.5.3 METHOD OF PROVIDING SERVICES ..... 20
4.2.5.3.1 SERVICE DELIVERY APPROACH ..... 20
4.2.5.3.2 CONTRACT PERFORMANCE ..... 21
4.2.5.3.2.1 SUSPENSION OF REFERRALS/LICENSE REVOCATION ..... 21
4.2.5.3.3 PARTNERSHIP COMMITMENT AND COLLABORATION REQUIREMENT ..... 21
4.2.5.3.4 START-UP PLAN ..... 21
4.2.5.3.5 ASSESSMENT OF BENEFITS AND IMPACT ..... 21
4.2.5.3.6 OFFICE LOCATION ..... 22
4.2.5.4 VENDOR CERTIFICATIONS ..... 22

4.2.5.4.1 DEBARMENT ..... 22
4.2.5.4.2 STANDARD CONTRACT ..... 22
4.2.5.4.3 CHARITABLE CHOICE ..... 22
4.2.5.4.4 FINANCIAL ACCOUNTING ..... 22
4.2.5.4.5 VENDOR WORK PRODUCT ..... 22
4.2.5.5 ATTACHMENTS ..... 23
4.2.5.5.1. DISCLOSURE STATEMENT ..... 23
4.2.5.5.2 TRADE SECRET AFFIDAVIT ..... 23
4.2.5.5.3 CERTIFICATE OF COMPLIANCE ..... 23
4.2.5.5.4 E-VERIFY MEMORANDUM OF UNDERSTANDING (MOU) ..... 23

ATTESTATIONS AND DECLARATIONS FOR PROVISIONS OF SERVICES ..... 24

VENDOR CERTIFICATIONS ..... 28

APPENDIX F: COST ATTESTATION ..... 30

SECTION 6: EVALUATION CRITERIA ..... 31

6.0 EVALUATION CRITERIA ..... 31

SECTION 7: DEFINITIONS ..... 32

APPENDIX A: DISCLOSURE STATEMENT ..... 35

APPENDIX B: TAXPAYER IDENTIFICATION NUMBER FORM ..... 37

APPENDIX C: TRADE SECRET AFFIDAVIT ..... 38

APPENDIX D: CERTIFICATE OF COMPLIANCE ..... 39

## VENDOR'S DOCUMENT CHECKLIST

| | | |
|---|---|---|
| **1.** | _____ | **RFP COVER SHEET with signature of person legally authorized to bind vendor to proposal** |
| **2.** | _____ | **Appendix F (Cost Attestation)** |
| **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.** | _____ | **E-Verify (MOU) (Issued by Department of Homeland Security)** |
| **9.** | _____ | **Audits or New Vendors provide Financial Statements** |
| **10.** | _____ | **Resumes/Job Descriptions for All Employee Levels assigned to this RFP** |
| **11.** | _____ | **Start-up Plan must have a Detailed Schedule Submitted** |
| **12.** | _____ | **Detailed Proposal Explaining all Items in RFP with Plan Addressing How the requirements of the RFP will be met** |
| **13.** | _____ | **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.** |
| **14.** | _____ | **Attestations and Declarations for Provision of Services AND Vendor Certifications must be completed and submitted.** |

**This checklist is provided for assistance only and should not be submitted with Vendor's response.**

# SECTION 1: PROJECT OVERVIEW AND INSTRUCTIONS

## 1.0 PROJECT OVERVIEW

The ALABAMA DEPARTMENT OF HUMAN RESOURCES, (hereinafter referred to as "the Department" and "DHR") seeks qualified vendors to establish a child placing agency for children in the custody of the state. A Child Placing Agency places children in foster homes for temporary care or in prospective adoptive homes for adoption. A more complete description of the services sought for this project is provided in *Section 3, Scope of Project.* Proposals submitted in response to this solicitation must comply with the instructions and procedures contained herein.

## 1.1 ELIGIBLE ENTITIES

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

## 1.2 REQUIRED LICENSURE/CERTIFICATION/CREDENTIAL

Vendors must have a Child Placing Agency license to provide services in a foster home setting and must include a copy of the license with their proposals. Unlicensed vendors must include a copy of their application for licensure with their proposals.

## 1.3 CONTRACT TERM

The initial contract period for this procurement is for two years**.** Renewals of the contract, as agreed upon by both parties, may be made at one-year intervals, or any interval that is advantageous to the Department, not to exceed a total of ***one (1)*** year, at the option of the Department. ***Selected vendors must be fully operational prior to the begin date of the contract.***

## 1.4 POINT OF CONTACT

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

**Jodie Nata, Director**
**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 prior to submission of a proposal. 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.

### 1.5.3 DEPARTMENT'S RESPONSES

The Department will provide an official written answer within seven business days to all questions received. 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 1.6.5 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 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 decline a new or renewed contract based on a vendor's current or prior compliance and contract performance history, including unresolved corrective action plans, repeated or significant noncompliance, failure to implement corrective actions, or documented failures to cooperate with Department oversight, monitoring, or service planning requirements.*

### 1.7.2 UNDERSTANDING OF SPECIFICATIONS AND REQUIREMENTS

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

### 1.7.3 PRIMARY VENDOR/SUBCONTRACTORS

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

### 1.7.4 VENDOR'S SIGNATURE

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

## 1.8 ELECTRONIC SUBMISSION OF PROPOSAL

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

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

**Jodie Nata, Director**
**Resource Management Division/Office of Procurement**
**Alabama Department of Human Resources**
sdhr.procurement@dhr.alabama.gov

### 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 AWARD

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.

A bona fide prospective bidder or offeror who is aggrieved in connection with the solicitation of a contract may file a written notice of intent to protest with SDHR Procurement within five calendar days after the date the solicitation is issued, or after the date any amendment to the solicitation is issued if the amendment is at issue. The notice of intent shall state the intent to protest, state the grounds of the protest, and the relief requested with enough particularity to give notice of the issues to be decided.

After filing a notice of intent to protest, the bona fide prospective bidder or offeror shall have seven calendar days to submit a formal written protest. A matter that could have been raised under subdivision as a protest of the solicitation may not be raised as a protest of the award or intended award of a contract. An intent to protest is not required if a formal protest is filed in lieu of an intent to protest within the initial five days permitted. The decision by the Department on the protest will be issued withing 14 days of the formal written protest. The decision by the Department shall be deemed final and conclusive.

The written protest shall include as a minimum the following:

1. the name and address of the protester and the email address of the protester's representative;
2. appropriate identification of the procurement, and, if a contract has been awarded, its number;
3. a statement of the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided; and
4. supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time in which case the expected availability date shall be indicated.

An intent to protest or protest that does not contain the required information will be denied.

## 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 knowing 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.

## 2.8 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.

## 2.9 PRE-SCREENING AND EVALUATION OF PROPOSALS

### 2.9.1 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.

### 2.9.2 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.

## 2.10 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.

## 2.11 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.

## 2.12 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.

## 2.13 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.

## 2.14 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:

### 2.14.1 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.

### 2.14.2 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.

### 2.14.3 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.

### 2.14.4 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.

### 2.14.5 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.

### 2.14.6 ORAL PRESENTATIONS

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

### 2.14.7 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.

### 2.14.8 NO GUARANTEE OF CONTRACT

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

### 2.14.9 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.

### 2.14.10 DISCLAIMER

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

**SECTION 3: SCOPE OF PROJECT**

# 3.0 SCOPE OF PROJECT

The goal of Child Placing Agency is to provide Traditional foster homes that will provide a safe environment for children in the custody of the Alabama Department of Human Resources (ADHR) or a county department of human resources (County DHR). Both the Provider and Foster Families will address the child(ren)'s well-being, positive relationship building, new learning experiences in the home and in public settings and provide access to services with the goal of children being reunited with their family. These homes should be a family-based environment with licensed foster families. The Provider and the Foster Families will work in partnership with the child, the child's family, and the other members of the Individualized Service Planning (ISP) team.

## 3.1 PLANNING RESPONSIBILITY

The County DHR that has planning responsibility for a child has the responsibility to provide appropriate documentation including services relating to the Individual Service Plan (ISP). An ISP meeting must be held at the time of placement with a plan developed to include discharge planning. All services provided must be authorized on an ISP. If such documentation is not provided within ten (10) days from placement date, the contract provider should notify the County DHR, ADHR - Resource Management Division, and ADHR - Family Service Division

## 3.2 PROGRAM REQUIREMENTS

**The Provider and all foster homes approved by the Provider must be in compliance with the ADHR Minimum Standards for Child Placing Agencies and ADHR Minimum Standards for Foster Family Homes at all times.**

### 3.3 RESPONSIBILITIES OF THE PROGRAM

**VENDORS MUST ATTEST AND GIVE A DETAILED EXPLANATION IN PROPOSAL OF HOW EACH OF THE RESPONSIBILITIES BELOW WILL BE MET IN ORDER TO BE CONSIDERED FOR A CONTRACT**:

- Adhere to the Department's Minimum Standards, ADHR policies and procedures, and all other ADHR policies and procedures regarding foster care children.
- The ADHR and County DHR conducts all adoption approvals for children in foster care.
- Provider may conduct private adoptions of children who are not involved with ADHR. If the Provider is already working with a child or family on a private adoption matter when ADHR becomes involved, the Provider shall immediately notify ADHR. Any conflict shall be addressed in accordance with applicable state and federal law, court orders, and DHR's legal responsibility for the child's case and permanency planning.
- Provider will not knowingly petition for or accept legal or physical custody of a child currently involved with ADHR through a foster care case, child abuse or neglect (CA/N) or prevention assessment, or open services/evaluation case. The Provider and its agents will not take action contrary to an applicable court order or DHR's legal responsibility for the child's case plan and permanency planning.
- Provider will present accurate information/statistics regarding children it provides services for in any media outlet, included but not limited to, media releases, journals, brochures, and any online posting to the public. Furthermore, no likeness or recording, including photographic and videographic recordings, of a foster child in ADHR or a County DHR's custody will be made public in any manner, including but not limited to, social media, without permission of ADHR.
- Provider recognizes that ADHR or a County DHR is the legal custodian of children in foster care and that as such ADHR may execute a release of information for records maintained on behalf of a child in ADHR's care. Upon execution of an appropriate release of information, the Provider will make available those records for ADHR to use in its case planning and practice.

- Staff of the ADHR and County DHR may make unannounced visits to children in Provider's foster homes.
- Ensure that staff and families complete all required training as detailed in the Department's Minimum Standards for Child Placing Agency, the Department's Minimum Standards for Foster Homes, and this contract within the time frames indicated.
- Provider must include credentials and training of individuals.
- Provide pre-service training that **MUST** include Trauma Informed Therapy, Crisis Intervention, Medication Compliance, De-Escalation Techniques, and Reasonable Prudent Parenting Standards (RPPS)
- Provider must have a detailed plan to be able to accept, review, and give a decision on both County DHR and ADHR referrals for admission.
- Screen referrals to ensure the referral meets the criteria in Section 3.0 of the RFP Scope of Project. All children meeting the criteria must be considered for placement.
- Provide the contact information for intake staff, Directors, and Chief Executive Officers to the County DHR Offices and ADHR – Resource Management Division for after hour emergencies.
- Participate and/or provide meaningful input in the ISP process which will include coordinating, monitoring, and evaluating services required to meet child's needs.
- Follow the policy set forth by ADHR to adhere to the federal drug protocol mandate. The policy will provide guidelines for informed consent, minimum and maximum dosage guidelines, prior approval protocols, use of PRN medications, notification regarding medication dosage changes, and required medication testing and monitoring.
- Provide medication monitoring and administration. Use of psychotropic medications shall follow the Oversight of Psychotropic Medication for Children in Foster Care; Title IV-B Health Care Oversight & Coordination Plan (http://www.acf.hhs.gov/sites/default/files/cb/im1203.pdf) that is mandated by the Federal government.
- Provide Basic Needs- provide food, shelter, clothing, hygiene items, etc. as outlined in Principles of Care section in Minimum Standards.
- Provide structured and planned extracurricular activities individualized to the child's interests consistent with the ISP, ensure the child's involvement in at least one extra-curricular activity of the child's or youth's own choosing, e.g. band, karate, various sports, Boy or Girl Scouts, etc.
- Provide local transportation at no additional costs for medical appointments, court, school, therapy appointments, child/family team meetings, recreational activities, home visits and family visits. Provider must provide a safe and dependable means of transportation for children in the custody of the Department of Human Resources for whom transportation is required as part of service delivery. Providers must notify the Department of any transportation problems that affect a child's ability to attend school, medical appointments, therapy, visitation, court, or any activity required by the ISP. Providers must also ensure that:
    i. The driver transporting children holds a valid Alabama Driver's License appropriate for the vehicle being operated.
    ii. The driver is responsible for complying with all Alabama laws governing the operation of motor vehicles, including those relating to safety, vehicle condition, and operational standards, when transporting children.
    iii. The vehicle used for transporting children is clean, safe, and in good working condition, and meets all applicable Alabama law requirements (e.g., mechanical soundness, tint standards, safety features).
    iv. All passengers use safety belts or age-appropriate safety restraints when the vehicle is in motion.
    v. All passengers enter and exit the vehicle from the curbside whenever feasible and safe.
    vi. The driver remains on site until the child has entered the building, the child's home, the provider's facility, or the designated supervised location.
    vii. The number of passengers does not exceed the vehicle's capacity or the limits allowed under the class of the driver's license.
    viii. All vehicle doors remain locked when the vehicle is in motion.

ix. A written protocol is in place to ensure no child is left in a vehicle at the end of transport. The driver will verify that all children have exited the vehicle before parking or storing it.
x. The vehicle maintains current liability insurance as required by the State of Alabama.
xi. The driver transporting children does not deviate from the intended or authorized route except when necessary for safety or emergency reasons.
xii. A written protocol is in place to ensure that all children scheduled for transportation are picked up and returned to the planned location, with documentation of any exceptions.
xiii. Provider shall maintain and enforce a written policy prohibiting personnel from text messaging or emailing while operating any vehicle during official business, including when using government-supplied electronic equipment. Providers shall ensure staff and foster parents are trained on this policy and shall take corrective action when violations are known or suspected.

- Utilize the Independent Living Skills Assessment for youth 14 and older. Providers shall incorporate the assessment outcomes into service planning and curriculum and provide opportunity for youth to develop independent skills including but not limited to:
  i. Personal Care- health/medical, food/nutrition, clothing care, household chores, money management, leisure time, safety, community resources, housing, transportation, and legal issues
  ii. Psychosocial- decision making, relationship building, parenting, sexuality, self-image, communication, and response to authority.
  iii. Education- basic education, high school graduation, vocational training, preparation for higher education
  iv. Employment and Money Management- job, career, work habits, basic money management.
- Ensure that children are receiving needed educational services, including homework assistance (not tutoring), transportation to school, and access to alternative educational setting, such as on site or community accredited educational services, GED services, or vocational services. as identified in the family's ISP. Ensure that the County DHR receives information on any educational meeting on the child so that the County DHR can attend. Ensure that the County DHR has copies of all educational assessments, IEPs, discipline notices, etc. pertaining to the child and education.
- Ensure children receive routine and emergency eye care, dental care, psychiatric care, and medical care. Work with the County DHR Office to ensure that the EPSDT screening is completed according to schedule; and provide copy of screening to County DHR.
- Support flexible visitation
- Provide ADHR-Division of Resource Management and the County DHR with incident reports on all children in ADHR or County DHR custody. The incidents listed below must be reported to ADHR – Division of Resource Management and the County DHR within 24 hours after occurrence or the first workday following the occurrence, whichever is sooner. This includes reports that are made to Department of Mental Health (DMH) from an approved licensed DMH facility.
  - Any injury requiring professional medical treatment of any child or staff person while at the facility or away from the facility activities.
  - Any illness occurring at the facility or during away from the facility activities which requires emergency medical treatment.
  - Any death occurring at the facility or during away from the facility activities.
  - Major damage to the facility.
  - Any litigation involving the facility.
  - Any traffic accident involving facility children using transportation provided by the facility.
  - Any arrest or conviction of the licensee or any staff person.
  - Final disposition of any child abuse/neglect investigation involving the facility, the licensee, or any staff person.
  - Any incident occurring which places the health, welfare, or safety of a child at risk.

A detailed written report is to be provided to ADHR- Division of Resource Management and the County DHR within five (5) days of an incident.

- All staff is required by law to report any known or suspected child abuse or neglect allegations to the County DHR or the local chief of police or county sheriff. The report must be made immediately by telephone or direct oral communication, followed by a written report, containing all known information.
- The Executive Director of the facility must advise the ADHR-Division of Resource Management, Office of Licensure, about the report no later than the first workday following the alleged incident. For more information regarding items, please see the Minimum Standards for Residential Child Care Facilities.

## 3.4 RESPONSIBILITIES OF THE DEPARTMENT OF HUMAN RESOURCES

- County DHR is responsible for visiting each child at least once a month. Additional visits could be warranted if directed in the ISP or if a child's status changes
- DHR is responsible for making board payments to the foster parents in accordance with the ADHR board payment rates.
- County DHR is responsible for conducting ISPs per policy and distributing a copy of the plan within the required ten (10) days.
- DHR is responsible for all aspects of a child's medical care. This includes the following:
  - ✓ Prescription medication - the County DHR is responsible for ensuring that each child receives prescribed medication through Medicaid, payment through child's earmarked funds, payment through flex funds etc. If a child is prescribed psychotropic medications the County DHR is responsible for monitoring these medications and following Health Care Oversight & Coordination Plan that is mandated by the Federal government.
  - ✓ Doctor's appointments – the County DHR is responsible for ensuring that each child receives the required medical treatment needed.
  - ✓ Surgery – the County DHR should be notified of any surgical procedure prior to the procedure unless it is an emergency. The County DHR is responsible for being present when a child is having surgery of any type when that is planned. ADHR or County DHR have the right and duty to make medical decisions subject to any residual parental rights and responsibilities and/or ADHR policy.
  - ✓ Emergency treatment – providers will initiate emergency attention and treatment for a child requiring immediate medical attention, but the County DHR is responsible for seeing the child as soon as possible and determining that appropriate care is being received. The County DHR is responsible for follow up and discharge planning.
  - ✓ The County DHR is responsible for ensuring the child's eligibility for Medicaid and or private insurance coverage if not eligible for Medicaid.
  - ✓ The County DHR is responsible for the EPSDT periodic screening and inter-periodic screenings for children in custody. The County DHR is responsible for the initial medical exam which can be obtained through the periodic screening.
- **TRANSPORTATION** – The County DHR is responsible for transportation that is not local. The Provider is responsible for local transportation at no additional costs for medical appointments, court, school, therapy appointments, child/family team meetings, recreational activities, home visits and family visits. Provider must provide a safe and dependable means of transportation for children in the custody of the Department of Human Resources for whom transportation is required as part of service delivery. Providers must notify the Department of any transportation problems that affect a child's ability to attend school, medical appointments, therapy, visitation, court, or any activity required by the ISP. Providers must also ensure that:

  i. The driver transporting children holds a valid Alabama Driver's License appropriate for the vehicle being operated.

ii. The driver is responsible for complying with all Alabama laws governing the operation of motor vehicles, including those relating to safety, vehicle condition, and operational standards, when transporting children.
iii. The vehicle used for transporting children is clean, safe, and in good working condition, and meets all applicable Alabama law requirements (e.g., mechanical soundness, tint standards, safety features).
iv. All passengers use safety belts or age-appropriate safety restraints when the vehicle is in motion.
v. All passengers enter and exit the vehicle from the curbside whenever feasible and safe.
vi. The driver remains on site until the child has entered the building, the child's home, the provider's facility, or the designated supervised location.
vii. The number of passengers does not exceed the vehicle's capacity or the limits allowed under the class of the driver's license.
viii. All vehicle doors remain locked when the vehicle is in motion.
ix. A written protocol is in place to ensure no child is left in a vehicle at the end of transport. The driver will verify that all children have exited the vehicle before parking or storing it.
x. The vehicle maintains current liability insurance as required by the State of Alabama.
xi. The driver transporting children does not deviate from the intended or authorized route except when necessary for safety or emergency reasons.
xii. A written protocol is in place to ensure that all children scheduled for transportation are picked up and returned to the planned location, with documentation of any exceptions.
xiii. Provider shall maintain and enforce a written policy prohibiting personnel from text messaging or emailing while operating any vehicle during official business, including when using government-supplied electronic equipment. Providers shall ensure staff and foster parents are trained on this policy and shall take corrective action when violations are known or suspected.

- **VISITATION -** The County DHR is responsible for assessing the progress or lack of progress of family visits. If a Provider is supervising visits the worker should be reviewing the reports of the visits and periodically observe the interactions themselves due to required court testimony to support any recommendation made by the County DHR.
- **CLOTHING** – The County DHR is responsible for ensuring that the child has the required initial clothing and works with the provider to address any specific clothing needs over the time of the placement, such as for extracurricular activities, school requirements, etc. Community resources should be accessed if there are no private earmarked funds or other funding sources to cover the expenditures needed for the child.
- **EXTRA CURRICULAR ACTIVITIES -** Consistent with the ISP, ensure the child's involvement in at least one extra-curricular activity of the child's or youth's own choosing, e.g., band, karate, various sports, Boy or Girl Scouts, etc. ADHR or County DHR, whichever is appropriate, will be responsible for payment of the activity, while the contracting agency will provide the transportation and support for the child's participation. The ADHR or the County DHR, whichever is applicable, can use a child's private earmarked funds, the foster care trust fund, ILP funds, or flex funds to pay for items such as musical instruments, lessons, sports equipment, etc. The ISP should address the activity for the child.

## 3.5 ADDITIONAL SERVICES FOR YOUTH FROM 14 TO 21 YEARS OLD

**This section addresses specific services for youth who are considered Independent Living age which is 14 through 21 years old. These services are designed to prepare youth for successful transition from foster care toward Independent Living.**

A. Providers must begin referencing the ILP Framework, Youth Assessment Summary and Alabama Transition Plan when establishing ILP's and treatment plans.

1. If a youth is already in placement upon reaching the age of 14 years, providers should be provided with a copy of Youth Assessment Summary. IL funds cannot be used on said youth until this assessment is completed.
2. Youth 17 years of age or older should have an Alabama Transition Plan connected to their case plan. This Transition Plan can begin earlier than age 17 if recommended by the ISP team.

B. An emphasis should be placed on training youth toward increasing responsibility of managing their own needs (medical, educational, mental health, etc.) with appropriate supports. The youth's progress toward achieving goals should be listed in terms of development of skills listed from the ILP framework and should relate to services provided during the month.
C. Youth should be granted increasing responsibility to manage their medical and mental health needs. Demonstration related to medication competency should be assessed with a focus on building capacity to afford youth the ability to administer their own medication, when deemed appropriate by the ISP Team.
D. Skill building connected to the ISP and Alabama Transition Plan must be tailored to a youth's current level of functioning moving them from an awareness of skill to learning and doing the skills. Skill areas include personal growth/social development; family supports/healthy relationships; health education/risk prevention; education, employment, and career preparation; money management; housing and home management; and transportation.
E. When youth do not have an established or healthy relationship with their family, provider will work to establish at least one adult or mentor that has the potential to remain active in the youth's life once they have left foster care; providers should help promote permanent connections for youth.
F. When youth reach 19 years of age, there should be a stronger emphasis on placements where the youth can seamlessly age out of care, with little housing disruption, like supervised ILP, long-term foster care or adoptive home. Throughout their placement there should be a focus on building support systems that will endure after the youth leaves foster care.
G. Older youth (starting no later than age 16) should be given the opportunity to obtain and maintain employment so they can begin to assume financial responsibilities before they leave care. For youth who are experiencing delays or gaps with employment, providers can arrange up to 20 hours per week of volunteer hours while youth seek employment with agreement with the ISP team.
H. Youth should be encouraged and assisted in participating in activities that provide focus on building IL skills related to healthy relationships, vocation education, financial responsibility and serving their community. These youth should also be provided the opportunity to participate in their local and State IL meetings, camps, and other IL sponsored/supported event.

## 3.6 PARTNERSHIP COMMITMENT AND COLLABORATION REQUIREMENT

**VENDORS MUST GIVE A DETAILED EXPLANATION IN PROPOSAL OF HOW EACH OF THE REQUIREMENTS BELOW WILL BE MET IN ORDER TO BE CONSIDERED FOR A CONTRACT**:

- Provider must maintain a strong working relationship with the Department at the state and county levels
- Provider must be committed to active collaboration, transparency, responsiveness, and solution-focused communication with DHR staff
- Provider must ensure a cooperative partnership, including strategies for conflict resolution, shared decision-making, and alignment with Department priorities.

# 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 contract exists, 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 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.

#### *4.2.5.1.4 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.

#### *4.2.5.1.5 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 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 or with a vendor with pending formal disciplinary charges/sanctions.*

##### *4.2.5.3.2.1 Suspension of Referrals/License Revocation*

Vendors must disclose whether they, or any subcontractors, have been subject to suspension of referrals, license revocation, denial of licensure, probationary status, or other significant corrective actions within the last five (5) years in Alabama or any other jurisdiction. For each incident, vendors must provide: (a) the nature of the action, (b) the date(s), (c) the authority or agency involved, (d) the resolution or current status, and (e) corrective measures implemented to prevent recurrence. If no such actions have occurred, vendors must clearly state this. This disclosure must also include unresolved corrective action plans, repeated or significant findings of noncompliance, and failure to implement required corrective actions, regardless of whether referrals were suspended or licensure was affected.

#### *4.2.5.3.3 Partnership Commitment and Collaboration Requirement*

Vendors must demonstrate a willingness and ability to establish and maintain a strong working relationship with the Department at the state and county levels. Proposals must include a statement confirming the vendor's commitment to active collaboration, transparency, responsiveness, and solution-focused communication with DHR staff. Vendors must describe how they will ensure a cooperative partnership, including strategies for conflict resolution, shared decision-making, and alignment with Department priorities. The Department may consider documented instances of a vendor's failure to cooperate with Department oversight, monitoring, service planning, or other contractual responsibilities when evaluating the vendor's qualifications and past performance

#### *4.2.5.3.4 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 1, 2025.***

#### *4.2.5.3.5 Assessment of Benefits and Impact*

Describe the process that will 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.

#### *4.2.5.3.6 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)*

Vendors must comply with all federal nondiscrimination laws to the extent they are applicable to religious organizations. The vendor 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.***

# ATTESTATIONS AND DECLARATIONS FOR PROVISION OF SERVICES

### 4.2.5.1.1 VENDOR PROFILE AND EXPERIENCE

☐ I (Vendor) attest that I have _____months/years of experience providing traditional residential care and/or services similar to those requested in the RFP for this procurement.

### 4.2.5.1.2 PAST AND PRESENT CONTRACTUAL RELATIONSHIPS WITH THE DEPARTMENT

☐ I (Vendor) attest that I have listed below all current and past contracts with the Department and other state agencies including colleges/universities within the last three (3) years. If no such contracts exist, so declare.

I currently have the following contracts with the state agencies listed below:

| |
|---|
| |
| |
| |
| |
| |
| |
| |
| |

**OR**

☐ I (Vendor) declare that I have had no contracts with the Department or any other state agency including colleges/universities within the last three (3) years.

**AND**

☐ I (Vendor) declare that none of our employees have been an employee of the State of Alabama within the past two (2) years.

**OR**

☐ I (Vendor) declare that the following employees have been an employee of the State of Alabama within the past two (2) years.

_____

_____

### 4.2.5.1.3 PROJECT STAFF/ JOB DESCRIPTIONS

☐ I (Vendor) attest that I have attached to this proposal, job descriptions for all staff involved in this project. Each position has been described in a separate document, and the description includes the following: (1) title of the position; (2) the process or procedure for supervision; (3) minimum education, training and experience required; (4) working hours; (5) salary range; (6) narrative job summaries; and, (7) specific duties and responsibilities.

☐ I (Vendor) attest that I have sufficient staff to perform the services required in the RFP for this procurement. I further attest that if sufficient staff is not currently available, staff will be obtained to provide the services by the start of the contract on December 1, 2025.

### 4.2.5.1.5 BACKGROUND CHECKS

☐ I (Vendor) attest that I will adhere to the Department's background policy. I will ensure that no staff, regardless of level, has not been the subject of any incident or investigation which would call into question the propriety of that employee's working with this population of vulnerable adults.

☐ I (Vendor) have attached to this proposal, documentation that each employee has a criminal background check, which includes ABI, FBI, and the CAN registry. I attest that I will adhere to the Department of Human Resources' policies and procedures for reporting allegations of abuse, neglect, and exploitation. I attest that I will adhere to the Department of Human Resources' policies and procedures for addressing occurrences when an incident allegation is indicated or non-indicated.

### 4.2.5.2 VENDOR FINANCIAL STABILITY

☐ I (Vendor) have attached to this proposal, the audited financial statements for the past two years and letters from the auditor(s) who performed the previous two (2) financial audits immediately preceding the issuance of this RFP.

**OR**

☐ I (Vendor) attest that I am a newly formed organization, who has been in business less than one year. I have attached to this proposal, copies of quarterly financial statements that have been prepared since the end of the period reported by our most recent annual report.

### 4.2.5.3 METHOD OF PROVIDING SERVICES

### 4.2.5.3.1 SERVICE DELIVERY APPROACH

☐ I (Vendor) have attached to this proposal 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 CONTRACT PERFORMANCE

☐ I (Vendor) declare that neither I nor any proposed subcontractor has had a contract terminated for default during the past five years. We did not receive notice to stop performance delivery due to non-performance or poor performance and no issues were (a) not litigated due to inaction on the part of the Vendor; nor (b) litigated where litigation determined the vendor to be at default.

OR

☐ I (Vendor) declare that I and/or a proposed subcontractor have had a contract terminated for default during the past five years and we received a notice to stop performance delivery due to nonperformance or poor performance. The issue was (a) not litigated due to inaction on the part of the vendor; and/or (b) litigated and such litigation determined the vendor to be in default.

AND

☐ I (Vendor) declare that at no time during the past five years, have we had a contract terminated for convenience, non-allocation of funds, or any other reason, where termination occurred before completion of all obligations under the initial contract provisions.

OR

☐ I (Vendor) declare that during the past five years, we have had a contract terminated for convenience, non-allocation of funds, or any other reason, where termination occurred before completion of all obligations under the initial contract provisions.

AND

☐ I (Vendor) declare that I and/or a proposed subcontractor have been subject to suspension of referrals, license revocation, denial of licensure, probationary status, or other significant corrective actions within the last five (5) years in Alabama or any other jurisdiction.

☐ I (Vendor) attest that I have provided the following information pertaining to suspension of referrals, license revocation, denial of licensure, probationary status, or other significant corrective actions within the last five (5) years in Alabama or any other jurisdiction: (a) the nature of the action, (b) the date(s), (c) the authority or agency involved, (d) the resolution or current status, and (e) corrective measures implemented to prevent recurrence.

OR

☐ I (Vendor) declare that I and/or a proposed subcontractor have not been subject to suspension of referrals, license revocation, denial of licensure, probationary status, or other significant corrective actions within the last five (5) years in Alabama or any other jurisdiction.

### 4.2.5.3.3 PARTNERSHIP COMMITMENT AND COLLABORATION REQUIREMENT

☐ I (Vendor) declare a willingness and ability to establish and maintain a strong working relationship with the Department at the state and county levels.

**OR**

☐ I (Vendor) declare that I do not have a willingness and ability to establish and maintain a strong working relationship with the Department at the state and county levels.

### 4.2.5.3.4 START-UP PLAN

☐ I (Vendor) attest that I will be fully operational by *December 1, 2025.*

### 4.2.5.3.5 ASSESSMENT OF BENEFITS AND IMPACT

☐ I (Vendor) attest that I will assess the services provided to determine their effectiveness. I attest that I will implement a process approved by the Family Services Division to determine if expected benefits have occurred and their impact to program participants.

### 4.2.5.3.6 OFFICE LOCATION

☐ I (Vendor) attest that the physical address where services will be performed under a contract with the Department in the event the Vendor becomes the Contractor will be:

# VENDOR CERTIFICATIONS

## 4.2.5.4 VENDOR CERTIFICATIONS

Vendors must sign each statement below 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

I (Vendor) 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."

_____ _____

Authorized Vendor Signatory Date

### 4.2.5.4.2 STANDARD CONTRACT

I (Vendor) 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 Alabama Legislative Contract Review Committee, Examiners of Public Accounts, the State Finance Director and the Office of the Governor.

_____ _____

Authorized Vendor Signatory Date

### 4.2.5.4.3 CHARITABLE CHOICE (APPLIES TO FAITH-BASED ORGANIZATIONS ONLY)

☐ NOT APPLICABLE

I (Vendor) 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.)

_____ _____

Authorized Vendor Signatory Date

### 4.2.5.4.4 FINANCIAL ACCOUNTING

I (Vendor) 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.

Authorized Vendor Signatory _____ Date _____

### 4.2.5.4.5 VENDOR WORK PRODUCT

I (Vendor) 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.

Authorized Vendor Signatory _____ Date _____

# APPENDIX F: COST ATTESTATION

I (Vendor) understand that there is no payment for traditional level foster home placements to the vendor.

Authorized Vendor Signatory _____ Date _____

I (Vendor) understand that traditional level foster homes will receive a board payment from the State of Alabama.

Authorized Vendor Signatory _____ Date _____

# SECTION 5: EVALUATION CRITERIA

## 5.0 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 | 10 |
| B. | Staff Performance Evaluations and Training | 4.2.5.1.4 | 10 |
| C. | Vendor Financial Stability | 4.2.5.2 | 10 |
| **Method of Providing Services** | | **50% of points for a possible 50 points** | |
| A. | Service Delivery Approach | 4.2.5.3.1 | 10 |
| B. | Contract Performance | 4.2.5.3.2 | 10 |
| C. | Partnership Commitment & Collaboration Requirement | 4.2.5.3.3 | 10 |
| D. | Start-up Plan | 4.2.5.3.4 | 10 |
| E. | Assessment of Benefits & Impact | 4.2.5.3.5 | 10 |
| **Cost Proposal** | | **20% of points for a possible 20 points** | |
| A. | Cost Attestation | 5.0 | 20 |

## SECTION 6: 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 knowing 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 STATE OF ALABAMA DIVISION OF PROCUREMENT:** Any business intending to transact business in Alabama must register with the Alabama Division of Procurement by completing the Vendor Disclosure Statement. A copy of the Vendor Disclosure Statement can be downloaded from the website at www.procurement.alabama.gov.

All vendors must be registered and active in STAARS, the statewide accounting system. The website is https://procurement.staars.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 Article 3B of Chapter 16 of Title 41, Code of Alabama 1975

ENTITY COMPLETING FORM

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.

| STATE AGENCY/DEPARTMENT | TYPE OF GOODS/SERVICES | AMOUNT RECEIVED |
|---|---|---|
| | | |
| | | |

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.

| STATE AGENCY/DEPARTMENT | DATE GRANT AWARDED | AMOUNT OF 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.)

| NAME OF PUBLIC OFFICIAL/EMPLOYEE | ADDRESS | STATE DEPARTMENT/AGENCY |
|---|---|---|
| | | |
| | | |

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

| NAME OF FAMILY MEMBER | ADDRESS | NAME OF PUBLIC OFFICIAL/ PUBLIC EMPOLYEE | STATE DEPARTMENT/ AGENCY WHERE EMPLOYED |
|---|---|---|---|

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:

| NAME OF PAID CONSULTANT/LOBBYIST | ADDRESS |
|---|---|

***By signing below, I certify under penalty of perjury (in the jurisdiction in which it is executed) that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a person who knowingly violates this article shall be subject to civil penalty in an amount of ten thousand dollars ($10,000), or 10 percent of the amount of the contract, whichever is less, to be deposited in the State General Fund. Also, the contract or grant shall be voidable by the awarding agency.***

Authorized Signature Date Jurisdiction in which this Disclosure Statement is executed

# APPENDIX B: TAXPAYER IDENTIFICATION NUMBER FORM

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

INSTRUCTIONS. In order to receive payment by the State of Alabama, a correct tax identification number, name and address must be on our files. To ensure that accurate tax information is reported on Form 1099 for federal income tax purposes, please:

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:

PART 1 – TAXPAYER IDENTIFICATION NUMBER, NAME AND ADDRESS.

IDENTIFICATION NUMBER _____
Check one _____ Federal Employer Identification Number (FEIN)
_____ Social Security Number (SSN)

NAME OF ORGANIZATION: _____ PHONE: _____

LEGAL BUSINESS ADDRESS: _____

FAX: _____ EMAIL: _____

NAME & TITLE OF LEGAL SIGNATORY AUTHORITY: _____

PART 2 – BUSINESS DESIGNATION. Circle the designation that identifies your type of trade or business.

1 - CORPORATION, PROFESSIONAL ASSOCIATION OR PROFESSIONAL CORPORATION (A corporation formed under the laws of any state within the United States)
2 - NOT FOR PROFIT CORPORATION (Section 501 (c) (3))
3 - PARTNERSHIP, JOINT VENTURE, ESTATE OR TRUST
4 - SOLE PROPRIETORSHIP OR SELF-EMPLOYED (Identification number must be Social Security Number)
5 - NONCORPORATE RENTAL AGENT
6 - GOVERNMENTAL ENTITY (City, County, State or U.S. Government)
7 - FOREIGN CORPORATION OR FOREIGN NATIONAL OR OTHER FOREIGN ENTITY
(A corporation or other foreign entity formed under the laws of a country other than the United States or an individual temporarily in the United States who pays taxes as a citizen of a country other than the United States.)

NOTE: Failure to complete and return this form may subject you to backup withholding in the amount of 20% of future payments pursuant to Section 3406, Internal Revenue Code.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE EXAMINED THIS REQUEST AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IT IS TRUE, CORRECT AND COMPLETE.

_____ _____ (_____) _____
SIGNATURE DATE TELEPHONE NUMBER
(If different from above)

_____
TITLE

***PLEASE INCLUDE FEDERAL IDENTIFICATION NUMBER ON ALL INVOICES***

# APPENDIX C: TRADE SECRET AFFIDAVIT

**Alabama Department of Human Resources**

**AFFIDAVIT FOR TRADE SECRET CONFIDENTIALITY**

DEPARTMENT OF _____)
) ss.
County of _____)

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

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

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

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

(a) trade secrets meeting the requirements of the Act; and

(b) information requested by the Department to establish vendor responsibility unless prior written consent has been given by the vendor.

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

(a) information to be withheld under a claim of confidentiality must be clearly marked and separated from the rest of the proposal.

(b) the proposal may not contain trade secret matter in the cost or price; and

(c) the Vendor's explanation of the validity of this trade secret claim is attached to this affidavit.

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

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

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

_____
Affiant's Signature

Signed and sworn to before me on _____ (date) by _____

_____ (Affiant's name).

Name of Notary Public: _____ for the

Department of: _____

My Commission Expires: _____

# APPENDIX D: CERTIFICATE OF COMPLIANCE

State of _____ )

County of _____ )

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

**DATE:_____**

**RE Contract/Grant/Incentive (*describe by number or subject):***
**_____by and between**
**_____ (Contractor/Grantee) and**
**_____(State Agency, Department or Public Entity)**

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

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