



# ALABAMA DEPARTMENT OF HUMAN RESOURCES REQUEST FOR PROPOSALS

PROCUREMENT INFORMATION	
<b>RFP Number:</b> 2016-859-01	<b>RFP Title:</b> <i>Shelby County Wraparound Services</i>
<b>Proposal Due Date and Time:</b> <i>Thursday, April 07, 2016 12:00 p.m., Central Time</i>	<b>Number of Pages:</b> 47
<b>Procurement Officer:</b> Vicki Cooper-Robinson, Procurement Manager Phone: (334) 353-2471 E-mail Address: <a href="mailto:vicki.robinson@dhr.alabama.gov">vicki.robinson@dhr.alabama.gov</a> Website: <a href="http://www.dhr.alabama.gov">http://www.dhr.alabama.gov</a>	<b>Issue Date:</b> February 25, 2016
	<b>Issuing Division:</b> <i>Shelby County Department of Human Resources</i>

INSTRUCTIONS TO VENDORS	
<b>Submit Proposal to:</b> Starr Stewart, Director Office of Procurement Alabama Department of Human Resources Gordon Persons Building, Room 2153 50 Ripley Street Montgomery, AL 36130-4000	<b>Label Envelope/Package:</b> <b>RFP Title/Number:</b> Shelby County Wraparound Services/2016-859-01 <b>Proposal Due Date:</b> <i>Thursday, April 07, 2016</i> <b>Special Instructions:</b>

VENDOR INFORMATION	
(Fill in the information fields below and return this form with RFP response)	
<b>Vendor Name/Address:</b>   <b>DUNS NUMBER:</b> _____	<b>Authorized Vendor Signatory:</b>   (Please print name and sign in ink)
<b>Vendor Phone Number:</b> (    )	<b>Vendor FAX Number:</b> (    )
<b>Vendor Federal I.D. Number:</b>	<b>Vendor E-mail Address:</b>
Indicate whether this proposal is an original or a copy. <input type="checkbox"/> Original <input type="checkbox"/> Copy	
<b>Total number of proposal pages:</b> _____	
<b>Trade Secret Declarations:</b> ( <u>reference section/page(s) of trade secret declarations</u> )	

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## VENDOR'S RFP CHECKLIST

1. \_\_\_\_\_ **Read the entire document.** Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; licensing requirements; contractual requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. \_\_\_\_\_ **Note the procurement officer's name, address, phone numbers and e-mail address.** This is the only person you are allowed to communicate with regarding the RFP.
3. \_\_\_\_\_ **Attend the pre-proposal conference** if one is offered. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the Department of any ambiguities, inconsistencies, or errors in the RFP.
4. \_\_\_\_\_ **Take advantage of the "question and answer" period.** Submit your questions to the procurement officer by the due date listed in the Schedule of Events and view the answers given in the formal "addenda" issued for the RFP. All addenda issued for an RFP are posted on the Department's website at [www.dhr.alabama.gov](http://www.dhr.alabama.gov) and will include all questions asked and responses concerning the RFP.
5. \_\_\_\_\_ **Follow the format required in the RFP** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.
6. \_\_\_\_\_ **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don't assume the Department or evaluation committee will know what your company's capabilities are or what items/services you can provide, even if you have previously contracted with the Department. The proposals are evaluated based solely on the information and materials provided in your response.
7. \_\_\_\_\_ **Use the forms provided**, i.e., cover page, budget forms, certification forms, etc.
8. \_\_\_\_\_ **Check the Department's website for RFP addenda.** It is the vendor's responsibility to check the Department's website at [www.dhr.alabama.gov](http://www.dhr.alabama.gov) for any addenda issued for this RFP, no further notification will be provided.
9. \_\_\_\_\_ **Review and read the RFP document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. The copies are provided to the evaluation committee members and will be used to score your response.
10. \_\_\_\_\_ **Submit your response on time.** Note all the dates and times listed in the Schedule of Events and within the document, and submit all required items on time. Late proposal responses are *never* accepted.

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

**SCHEDULE OF EVENTS**

*The following RFP Schedule of Events represents the Department's best estimate of the schedule that will be followed. Unless otherwise specified, the time of day for the following events shall be between 9:00 a.m. and 12:00 p.m., Central Time. The Department reserves the right, at its sole discretion, to adjust this schedule, as it deems necessary. Notification of any adjustment to the Schedule of Events shall be posted on the Department's website at [www.dhr.alabama.gov](http://www.dhr.alabama.gov) as detailed in Section 1.5.3 of this RFP. Vendors should refer to the website periodically for changes to the RFP.*

<b>EVENT</b>	<b>DATE</b>
<b>RFP Issue Date.....</b>	<b>February 25, 2016</b>
<b>Deadline for Receipt of Written Questions.....</b>	<b>March 10, 2016</b>
<b>Deadline for Posting of Written Responses to Questions .....</b>	<b>March 17, 2016</b>
<b>Proposal Due Date .....</b>	<b>April 07, 2016</b>
<b>Evaluation of Proposals and Selection of Vendors .....</b>	<b>April 12-15, 2016</b>
<b>Intended Date for Notice of Intent to Award a Contract .....</b>	<b>April 29, 2016</b>

## SECTION 1: PROJECT OVERVIEW AND INSTRUCTIONS

### 1.0 PROJECT OVERVIEW

The ALABAMA DEPARTMENT OF HUMAN RESOURCES, (hereinafter referred to as “the Department”) seeks a qualified vendor to provide wraparound services in Shelby County. *Shelby County Wraparound Services* are intensive in-home services to families to prevent removal or to facilitate reunification between children and their families. A more complete description of the services sought for this project is provided in *Section 3, Scope of Project*. Proposals submitted in response to this solicitation must comply with the instructions and procedures contained herein.

### 1.1 ELIGIBLE ENTITIES

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

### 1.2 REQUIRED LICENSURE/CERTIFICATION/CREDENTIAL

Vendors must meet requirements for staffing ratios and credentials per Medicaid Vendor Manual, Medicaid Rehabilitative Services, 105 Rehabilitative Services – DHR, DYS, DMH, and DCA.

### 1.3 CONTRACT TERM

The initial contract term is for a period of **two (2)** years beginning *October 01, 2016* and ending *September 30, 2018*. Renewals of the contract, as agreed upon by both parties, may be made at **one (1)** year intervals, or any interval that is advantageous to the Department, not to exceed a total of **three (3)** years, at the option of the Department. *Selected vendors must be licensed by, October 01, 2016 and must be fully operational on Saturday, October 01, 2016.*

### 1.4 POINT OF CONTACT

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

**Vicki Cooper-Robinson, Procurement Manager**  
**Office of Procurement**  
**Alabama Department of Human Resources**  
**Gordon Persons Building, Room 2153**  
**50 Ripley Street**  
**Montgomery, AL 36130-4000**  
**Telephone Number: (334) 353-2471**  
**E-mail Address: [vicki.robinson@dhr.alabama.gov](mailto:vicki.robinson@dhr.alabama.gov)**

## 1.5 REQUIRED REVIEW

### 1.5.1 REVIEW RFP

Vendors should carefully review the instructions, mandatory and general requirements, project specifications, and the standard terms and conditions in this RFP. After a thorough review of the RFP, if the vendor identifies any ambiguity, inconsistency, unduly restrictive specifications, or error, promptly notify the procurement officer identified above in writing, via e-mail or courier by the deadline for receipt of questions as stated in the Schedule of Events.

### 1.5.2 VENDOR'S QUESTIONS

Vendors with questions or requiring clarification regarding any section of this RFP must reference the RFP by title and number and submit written questions via e-mail or courier to the procurement officer referenced above by 3:00 p.m. (CST) **Thursday, March 10, 2016**. Each question must reference the section, page, and item in question. Vendors must submit all questions posed in a single email message to the procurement officer. Questions received after the deadline will not be considered.

### 1.5.3 DEPARTMENT'S RESPONSES

The Department will provide an official written answer by **Thursday, March 17, 2016** to all questions received by the deadline on **March 10, 2016**. The Department's response will either provide clarification of the applicable issue or be in the form of a correction to this RFP. Vendor questions and the Department's responses, as well as any formal written addendum will be posted on the Department's website at [www.dhr.alabama.gov](http://www.dhr.alabama.gov) by the close of business on the date listed.

## 1.6 MANDATORY REQUIREMENTS

Vendors are expected to respond to all of the requirements described in this document. The Department will determine whether a vendor's proposal meets the terms of the requirements. Proposals that do not meet all requirements listed in this RFP may be subject to point reductions during the evaluation process or may be deemed non-responsive. Proposals that do not meet the requirements 1.6.1 through 1.6.6 will be deemed non-responsive and no other consideration will be given. **DO NOT ALTER ANY OF THE FORMS LISTED BELOW OR OTHERWISE INCLUDED/REQUIRED IN THIS DOCUMENT.**

### 1.6.1 DEADLINE FOR RECEIPT OF PROPOSALS

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

### 1.6.2 LEGAL STATUS LETTER OR TAXPAYER IDENTIFICATION VERIFICATION

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

### 1.6.3 DISCLOSURE STATEMENT

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000. Disclosure Statements are available for completion on the Attorney General's web site at [www.ago.alabama.gov](http://www.ago.alabama.gov) under *Publications and Forms*. Vendors may also click on either of the following links for a copy of the Disclosure Statement: (manual fill-in) [http://www.ago.state.al.us/documents/vendor\\_disclose.pdf](http://www.ago.state.al.us/documents/vendor_disclose.pdf) or (online fill-in) [http://www.ago.state.al.us/documents/vendor\\_disclose\\_fill.pdf](http://www.ago.state.al.us/documents/vendor_disclose_fill.pdf) when connected to the internet. Vendors must include a completed copy of the Disclosure Statement in their proposals.

#### **1.6.4 CERTIFICATE OF COMPLIANCE**

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

#### **1.6.5 E-VERIFY DOCUMENTATION**

Vendors must submit e-verify registration documentation with their proposals.

#### **1.6.6 AUTHORIZED VENDOR SIGNATORY**

Vendors must provide an original proposal using the format described, with an original signature of person(s) legally authorized to bind the applicant to the proposal.

#### **1.6.7 DUNS NUMBER**

Vendors must include their Dun & Bradstreet, or D-U-N-S, Number, a unique nine-digit identification number for each physical location of your business.

### **1.7 GENERAL REQUIREMENTS**

#### **1.7.1 ACCEPTANCE OF STANDARD TERMS AND CONDITIONS**

By submitting a response to this RFP, vendors agree to acceptance of the standard terms and conditions of this RFP. Requests for additions or exceptions to the standard terms and conditions including any necessary licenses, or any added provisions must be submitted to the procurement officer by the due date for receipt of written questions and must be accompanied by an explanation of why the exception is being sought and what specific effect it will have on the vendor's ability to respond to the RFP or perform the contract.

*Note: The Department reserves the right to not enter into a new contract with a current vendor who is under a corrective action plan until all corrective requirements have been met.*

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

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

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

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

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

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

## **1.8 SUBMITTING A PROPOSAL**

### **1.8.1 REQUIRED COPIES AND DEADLINE FOR RECEIPT OF PROPOSALS**

Vendors must submit **one (1)** original proposal, **seven (7)** copies and **one (1)** electronic (PDF preferred) copy on CD or DVD clearly labeled with the Vendor's name and the RFP title and number to:

**Starr Stewart, Director  
Office of Procurement  
Alabama Department of Human Resources  
Gordon Persons Building, Room 2153  
50 Ripley Street  
Montgomery, AL 36130-4000**

Proposals must subscribe to the section/subsection headings and numbering format (i.e., **4.2.5.1 Vendor Qualifying Information**) as specified in *Section 4 Proposal Format and Instructions*. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the *Shelby County Wraparound Services RFP# 2016-859-001 Proposals must be received at the receptionist's desk of the Resource Development-Office of Procurement by 12:00 p.m., local time, Thursday, April 07, 2016*. Two business (Monday-Friday) days prior to the due date, proposals may be hand delivered between the hours of 9:00 a.m. -12:00 p.m. (with the exception of state and federal holidays). Faxed and electronically submitted responses to requests for proposals are NOT accepted.

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

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

### **1.8.3 COST PROPOSAL FORMS**

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

### **1.8.4 TIMELY SUBMITTED PROPOSALS**

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

### **1.8.5 LATE PROPOSALS**

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

## **SECTION 2: STANDARD INFORMATION**

### **2.0 AUTHORITY**

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

### **2.1 VENDOR COMPETITION**

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

### **2.2 NONDISCRIMINATION**

In accordance with 45 CFR 74.44, no person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the Department's contracted programs or activities on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, 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 IMMIGRATION AFFIDAVIT 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 sworn affidavit (*Appendix D*) signed before a notary attesting to such.

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

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

### **2.4 DUNS NUMBER**

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

## **2.5 PROPOSAL EFFECTIVE PERIOD**

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

## **2.6 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.

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

### **2.7.1 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.

### **2.7.2 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.

## **2.8 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.

## **2.9 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.

## **2.10 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.

## **2.11 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.

## **2.12 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:

### **2.12.1 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.

### **2.12.2 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.

### **2.12.3 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.

### **2.12.4 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.

### **2.12.5 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.

### **2.12.6 ORAL PRESENTATIONS**

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

### **2.12.7 AMENDMENTS**

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

### **2.12.8 NO GUARANTEE OF CONTRACT**

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

### **2.12.9 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.

### **2.12.10 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.

*Note: All contracts awarded by this Department are subject to review and approval by the Legislative Oversight Committee and the Governor’s Office.*

## SECTION 3: SCOPE OF PROJECT

### 3.0 SERVICE DESCRIPTION

A *Wraparound Team* will provide wraparound services to families who have an open Child Protective Services case with the Shelby County Department of Human Resources. Services will consist of an array of comprehensive, intensive in-home services to children and families in the service caseload of the Department. Service delivery will occur primarily in the family home setting or other locations based on the identified needs of the children and families. Examples may include but not be limited to: relative home, foster home, school setting, etc. Vendors must identify how their programs will meet the criteria and staff credentials and agency requirements as outlined in the RFP and must fully describe the design of their *Wraparound Team*, including intensity, prevention, and re-unification services. Services must be provided to families and children daily. Because families and children are now receiving and will continue to have need of Wraparound Services, the selected vendor must be fully operational on October 01, 2016.

### 3.1 STAFF QUALIFICATION REQUIREMENTS

The proposal must address how the vendor will meet the following requirements and qualifications for staff in each category:

Vendors must be familiar with the County's policies and procedures regarding Wraparound Services and Medicaid Rehabilitation Claiming. Staff must be monitored for compliance. All vendor staff providing in-home services must provide a physician's statement certifying they are free of infectious or contagious diseases. The program relies on a "team" approach because it is difficult for one worker to provide all concrete and counseling services to a family while objectively evaluating the family and its dynamics. Two workers must be assigned to each family for conducting the intervention with access to the team for support and back up. One worker will have primary responsibility for working with the family while the second worker will serve as back-up so continuity may continue in the absence of the primary Wraparound Team worker. Wraparound Team staff meetings should afford familiarity to all staff of Wraparound Team cases. Wraparound Team staff must be available to the Department seven (7) days a week, twenty-four (24) hours a day, 365 days per year. The selected vendor will provide each Wraparound Team staff person with cell phones.

**SUPERVISOR:** The supervisor must possess master's degree or above from a university or college with an accredited program for the respective degrees in psychology, social work, counseling or other areas that require equivalent clinical course work. In addition, eligible individuals must have successfully completed a practicum as a part of the requirements for the degree or has six months postmaster's level clinical experience supervised by a master's level or above clinician with two years of postgraduate clinical experience. The supervisor must possess a valid Alabama driver's license, reliable transportation and liability insurance. The supervisor must possess credentials that meet the requirements for delivery of therapy services, as required by Medicaid Vendor Manual, Medicaid Rehabilitative Services, 105 Rehabilitative Services – DHR, DYS, DMH, and DCA.

**CASEWORKER(s):** The caseworker must have a bachelor's degree in human service field (preferably in Social Work) with experience working with families, children and youth. The caseworker must possess a valid Alabama Driver's license, reliable transportation and liability insurance.

**CLERICAL WORKER:** The clerical worker will have a high school diploma, be at least twenty-one (21) years of age. The clerical worker must possess a valid Alabama driver's license, reliable transportation and liability insurance.

**FAMILY SUPPORT WORKER:** The family support worker must at a minimum possess a high school diploma or equivalent and have two years of experience in working with families and children. The family support worker must possess a valid Alabama driver's license, reliable transportation and liability insurance.

**TRANSPORTATION SPECIALIST:** The transportation specialist will have a high school diploma, be at least twenty-one (21) years of age and have two years of experience in working with families and children. The transportation specialist must possess a valid Alabama driver's license, reliable transportation and liability insurance.

### **3.2 NUMBER OF STAFF**

The Wraparound Team will be staffed by: one (1) full-time Supervisor; two (2) full-time Caseworkers; one (1) Family Support Worker; one (1) Clerical Worker; and one (1) Transportation Specialist.

### **3.3 STAFFING AND CASELOAD RESTRICTIONS**

The Wraparound Team will service a minimum of thirty (30) individuals or families based on the needs identified in the Individualized Service Plan (ISP) process. The supervisor will not only provide supervision and support to the case manager, family support workers, clerical worker and drive but will provide in-home counseling, crisis intervention and/or other services as identified in the ISP with no restriction on the caseload size.

### **3.4 AVAILABILITY OF SERVICES**

Services will be available 24 hours a day/7days a week/365 days a year. Staff will be available by cell phone and/or pagers to the Department. The Wraparound Team supervisor must be accessible at all times to the Wraparound Team staff and the Department.

### **3.5 SERVICE DELIVERY**

The service delivery process will begin when a referral is made by the Department to the Wraparound Team. Upon referral, the Department must document that the family is being referred for either prevention of placement or for assistance with re-unification. Such documentation, as well as other pertinent social history, along with a referral form completed by the Department's staff and a copy of the families ISP, must accompany the referral. All updates on each family must be received monthly. Admissions are denied only if there are no available slots, warranting placement on a waiting list. An exception to the written referral and documentation procedure may be made only by the Department supervisor in the event of an emergency ISP requiring immediate intervention services with written documentation to follow at a later time.

Wraparound Team workers will be accessible to take referrals for the Department workers twenty-four (24) hours a day, seven (7) days a week via phone and/or a cell phone or a pager system. At the time of the initial referral, an Intake Assessment meeting Medicaid requirements will be completed and a family client chart developed by the Department's worker. All referrals will be channeled through the Wraparound Team Supervisor who will consult with the Wraparound Team workers regarding available service slots. All referrals received will be listed in chronological order and contacted in the order of referral. The Department's Wraparound Team coordinator will reserve the right to advance a referral on the waiting list deemed to need immediate services. If there are no openings, Wraparound Team staff will attempt to locate another agency or resource for the family in an attempt to stabilize the situation prior to the actual initiation of services.

The Wraparound Team supervisor must contact the Department's referral worker, within two days of an anticipated opening, to obtain updated information and arrange an initial visit with a new family. When

possible, Wraparound Team worker will attend the initial ISP to understand and be better prepared to provide services to the family. Any variation of this procedure must be approved by the Department.

The supportive service vendor will service a minimum of thirty (30) families or approximately 70 individuals, based on the needs as identified in the ISP process. The *Wraparound Team* will accept cases (families) totaling thirty (30) hours of in-home services intervention per week. The thirty contact hours provided by the *Wraparound Team* will include travel time between client family homes and sufficient time for mental health consultation and documentation. The Wraparound Team will strive towards obtaining as many hours of in-home intervention as possible to meet the growing demands of referred families. The worker will serve the family through the home with work hours flexing to meet the criteria of the needs.

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

The concept of unconditional care is reflected in an inclusive admission policy, the policy of accepting all referrals from the Department regardless of the difficulty of their behavioral problems, emotional disorders, handicaps, or needs. Admission is denied only if there is no available slot, warranting placement on a waiting list. Unconditional care is also reflected in the commitment to continue working with a child and family regardless of the problems that may arise during the services delivery process. Resistance, rejection and regression are seen as signals for new treatment approaches.

The Wraparound Team staff must be available twenty-four (24) hours a day, seven days a week to respond to crises. On-call responsibilities must rotate among staff, with each staff member remaining on-call for a one-week period. A cell phone service and/or pager system will be implemented to assure around-the-clock availability. The assigned Department on-call worker may attempt to reach one of the workers assigned to the family or may handle the situation personally. The Wraparound Team supervisor must provide back-up assistance in crises whenever necessary.

The Wraparound Team will provide interventions in alternate settings such as family home, the Department office, schools, courts, and other non-traditional settings which may include, but are not limited to: counseling-individual, marital, family or group counseling as deemed appropriate as identified in the treatment plan with focused treatment designed to maximize strengths and to reduce behavioral problems and/or functional deficits stemming from the existence of mental disorders or substance abuse problems, etc., that interfere with the client’s personal, familial, vocational and/or community adjustments. Counseling may occur with face-to-face interventions where interventions are tailored towards achieving goals and/or objectives of the client’s treatment plan. On-going assessments of the client/family presenting condition and progress will be noted in the on-going treatment sessions. A variety of therapeutic approaches and techniques may be used depending upon the needs whereby a number of workers go to the family’s home and see each family member individually. Subsequently, the entire group comes together and the workers share their impressions in an effort to encourage and facilitate family communication.

**In-Home Intervention** – Time limited home based services provided by the Wraparound Team (two person team, minimally composed of one masters level individual and one person with a bachelor’s degree) to defuse an immediate crisis situation, stabilizing the living arrangement, and preventing out-of-home placement of the client/family member.

**Basic Living Skills** – The program emphasizes skill building to enable child/family to maintain community tenure and to improve their capacity for independent living. This is achieved through training and assistance in developing or maintaining skills in the following categories: behavioral education, medication management, community awareness, money management, social skills, personal hygiene, meal preparation, housekeeping, shopping, public transportation, laundry, healthy lifestyles, stress management, maintain healthy environment, and tutoring. Basic Living Skills services are provided on an individual, as well as, group basis in order to leave families with the skills needed to cope and function more effectively. New skills will be taught also in the areas of communication, negotiation, emotion management, child management, assertiveness, household management, cognitive restructuring, independent living skills, competency development, daily life management, etc. To assist the worker in skill teaching, a wide range of resources will be available through the vendor including reading, homework sheets, videotapes, audio-tapes, etc. Various assessment tools may be utilized as a measurable tool to determine current skill level and needs to determine specific achievable goals in treatment planning. The worker may design special materials for individual families in order to facilitate learning of particular skills, which may include assistance in obtaining driver's license and/or GED classes.

**Mental Health Consultation and Coordination** – The Wraparound Team will work with a wide variety of community agencies and resources to coordinate and arrange for services needed by family members. For example, if there is a school problem, the worker will coordinate with school personnel to resolve conflict and advocate for needed services and support. A major aspect of the intervention involves connecting families with appropriate community resources for on-going services. This may include helping the family to obtain food, housing, clothing, financial assistance, transportation, medical or dental services, etc. While workers utilize an array of community support in this effort, they will also undertake to involve natural supports such as extended family when appropriate.

**Family Support** – The Wraparound Team service workers will help rehabilitate and strengthen the family's ability to provide a safe, nurturing home environment for their children. Direct services to the families will assist them in understanding the nature of the illness of their family members and help the child to be maintained in the community. These services will include therapeutic modeling, behavioral support management, educational advocacy and therapeutic visitation support. The Wraparound Team service workers will work with the family to develop respite care, provide behavioral aide assistance, tutorial services, medical intervention and monitoring and therapeutic visitation when deemed appropriate. On-going support groups will be provided to help parents learn to network and enhance skills for improving community living.

**Collateral Services** – The Wraparound Team service workers will work with the Department in coordinating community based services.

The Wraparound Team workers will complete daily Medicaid documentation per Provider Manual for Rehabilitative Service by Alabama Medicaid Agency and submit monthly billing to the Department.

### **3.6 WRAPAROUND SERVICE REQUIREMENTS**

*All services will be based on the needs identified in the ISP and based on ISP team decisions. The Wraparound Team staff will be housed in a limited number of offices at the Department. As it relates to roles, ultimately, the Department is the case manager for the case. Vendors must clearly describe the processes that will be implemented in their proposed service projects. Vendors must meet all services requirements to be considered for this procurement. Vendors must attest that they will comply with the following requirements:*

- A. Include discharge planning from point of admission through point of discharge with emphasis on moving toward independent stability, safety and/or permanency, as quickly as possible.

- B. As determined by the ISP, provide in-home face to face contacts with the family to examine family relationships, roles and dynamics, and how these issues impact family functioning including those contacts by a therapist or family support worker, based on needs as identified by the ISP/ISP team.
- C. Provide face-to-face or telephone contact with school, to monitor the child's progress as identified by the ISP/ISP team.
- D. Provide Face-to-face or telephone contact with the child's family therapist, if external to Wraparound Team, mental health vendors or other vendors working with the family to monitor progress in counseling, as determined by the ISP.
- E. Assist in the referral to other programs/services, advocate for the child and family by accompanying them to appointments as identified in the family's ISP including the coordination of transportation, family visits and activities.
- F. Provide education and support to enhance the child and family's ability to function independently by assisting the family with locating and appropriately utilizing community resources, services and activities (e.g., housing, food, clothes, shelter, and transportation).
- G. Assist the child with the development or maintenance of skills of individual basic living skills training and/or group basic living skills training to include but not limited to behavior education, money management, shopping, healthy lifestyles, stress management, laundry and using public transportation. Individual goals in each of these therapeutic areas must be taken from needs identified as deficits for the child and should be authorized in the context of the ISP.
- H. Provide family support with birth family/supervise family visitation as outlined in the ISP/Treatment Plan. This support includes the provision of services to assist the child's family members to understand the nature of the child and how to help the child be maintained in the community by providing education about the child's illness, expected symptoms, medication management, parenting support, therapeutic visitation support educational advocacy and/or to encourage school success, as identified in the family's ISP.
- I. Attend ISP's IEPs, Court Hearings and other appointments along with the child and family to assure coordination of services, including assistance in getting the family/child to meetings or appointments when necessary.
- J. Provide monthly report to the Department describing services provided during the month and the child and family's progress toward achieving goals that are outlined in the ISP.
- K. Provide progress summary/report to the Department worker prior to any Family Court hearing, documenting progress and making recommendations based on current level of functioning.
- L. Assistance in creating a behavior management plan for the child with the other members of the ISP team. The Wraparound Team agency must maintain staff that has expertise in the development of such plans. **(The Department shall assume the responsibility of completing behavioral management plans on all children that require them.)**
- M. Participate in the development of the Safety Plan as needed.
- N. Provide crisis intervention services, as needed, to alleviate a crisis for the child or to assist the family to alleviate a crisis for the child on a 24 hours/7days a week basis.

- O. Maintain a no-reject/no-eject policy for children and families receiving services in any service caseload of the Department.
- P. Provide weekly consultation to the Department and an immediate response in the event health or safety issues pose a threat to the child.
- Q. Provide assistance with and the assurance that required Medicaid documentation of provided billable services is being properly maintained and in compliance with all policy and billing guideline per the Medicaid Vendor Manual, Medicaid Rehabilitative Services, 105 Rehabilitative Services – DHR, DYS, DMH, and DCA.
- R. The Department will be responsible for coordinating the scheduling and holding of the ISP with the document distributed within ten working days.
- S. The Department will work with the Wraparound Team on the development of the treatment plan and for a regular review of the plan.
- T. The Department will be responsible for assuring that all services to be provided are included in the ISP including the core services that are appropriate for the case. The Department will also responsible for assuring that all pertinent team members attend the ISP including the Wraparound Team staff.
- U. The Department worker will confirm with the family the acceptance of the services deemed necessary for the family. Wraparound Team staff will attend the initial ISP and/or accompany the Department worker to the home for introductions.
- V. The Department staff will complete and furnish the referral form, ISP, and other pertinent information to the Wraparound Team agency.
- W. The Department will be responsible for assuring that the Wraparound Team agency has a copy of the ISP if one already exists and will be responsible for assuring that the Wraparound Team agency participates in the ISP.
- X. The Department staff will be required to make a monthly face-to-face contact with each child and family.
- Y. The Department will participate in conferences with the school, including the parents, the Wraparound Team worker, and particularly when problems have been identified that need resolution.
- Z. The Department will be responsible for assuring required documentations and reports from the Wraparound Team are received in a timely manner. If reports/documentations/consultations by the Wraparound Team are not produced timely, payment will be held until proper procedure is followed.
- AA. The Department worker will also review the reports to determine that adequate progress is being made by the family and to assure that the appropriate supports are in place.
- BB. The Department will review the therapist's reports and will schedule an ISP if there are significant requirements for a child/family that are not being addressed by the services that are being provided. The Department should also participate in the counseling sessions as the need arises.
- CC. The Department worker will assist in the coordination of services to address the needs of the family.

- DD. The Department will work with the Wraparound Team to develop crisis plans and safety plans that are deemed necessary to support the family and assure safety for children.
- EE. The Vendor will assist in administering the Department's Quality Assurance (QA) component as it relates to the local QA committee and case review process.
- FF. The Department will assist the Wraparound Team agency in gaining access to the policies that direct the work of the agency.
- GG. The Wraparound Team worker will be responsible for completion of all assigned tasks in the ISP.
- HH. The Wraparound Team worker will actively participates in the ISP.
- II. The Wraparound Team worker/staff will be responsible for meeting at a minimum the requirements listed in the core services, including but not limited to maintaining a no-reject/no-eject policy for families who meet the program criteria.
- JJ. The Wraparound Team worker will be responsible for preparing monthly comprehensive reports that are current, accurate, meaningful, and are behaviorally specific and describe barriers/outcomes.
- KK. The Wraparound Team agency will be responsible for recruiting candidates for the various positions that are part of the contract and for coordinating with the Department on the suitability of the various candidates.
- LL. After the family has agreed to the service intervention, the Wraparound Team agency will accompany the Department worker to the ISP/home/other site for the first introduction to the family and will participate in a discussion of the plan for the family.
- MM. The Wraparound Team agency will receive and review the referral form.
- NN. The Wraparound Team staff will be required to be available to the families 24 hours per day, 7 days per week, 365 days per year, and should be available to provide crisis intervention as needed.
- OO. The Wraparound Team staff members will be required to have contact with the sources identified in the ISP to monitor the child's progress.
- PP. The Wraparound Team staff may call an ISP if one is deemed necessary but has not been scheduled.
- QQ. Provide in-home face-to-face contacts as identified by the ISP with the family to examine family relationships, roles and dynamics, and how these issues impact family functioning including those contacts by a therapist or family support work, based on needs as identified by the ISP/ISP team.
- RR. The Wraparound Team staff will assist in making referrals to other programs/services to address the needs identified for the child/family and will monitor those services to be sure that they are meeting the needs.
- SS. The Wraparound Team staff will work with the family to arrange for community and family supports that will support independence of the family from agency involvement.

- TT. The Wraparound Team staff will schedule and coordinate the family treatment plan as per the information in the core services up to and including discharge from the program.
- UU. The Wraparound Team staff members will be responsible for working with the local Department's staff to resolve any concerns that are identified.
- VV. While the Department has the responsibility for developing a behavior management plan for children needing services, the Wraparound Team must assist in the development and monitoring of this plan with all participants.
- WW. The Wraparound Team agency must work with the Department to develop crisis plans and safety plans that are deemed necessary to support the family and assure safety for children.
- XX. The Wraparound Team agency must conduct QA activities, including outcome measures, for the services/programs being provided and will share this information with the Department. Outcome measures will be administered every ninety (90) days.
- YY. The Wraparound Team agency must be familiar with pertinent Department policies related to the service provision, planning with families.
- ZZ. The Wraparound Team staff will meet weekly at Shelby County DHR with the appropriate DHR staff to review each open Wrap services case. Case reviews will be conducted each week, alternating between Foster Care cases and Family Preservation cases.

### **3.7 WRAPAROUND SERVICES AND CASE MANAGEMENT**

Vendors must clearly delineate how the ISP process will be integrated into the Wraparound Team, from the referral protocol to discharge planning. Proposals must outline how case management will be coordinated between the agency and the county Department office.

### **3.8 EJECT/REJECT POLICY**

Vendors must define how the program will meet the criteria for no-rejections/no-ejections from the program. (Just a statement that they will not occur will not suffice for an explanation of how these requirements will be met.)

### **3.9 OUTCOMES**

ISP needs will drive service delivery. Therefore, the successful completion of ISP (needs, strengths, goals, time-frames, steps) assignments for maximum outcomes for families, as determined by the family and the Department, as being satisfactory, is the expected outcome to be achieved for Wraparound Team. Vendors must indicate what measures a program will take if outcomes outlined in ISP's, crisis intervention, and treatment plans are not attained, as well as, how the program will improve above this threshold, once the program has become established.

### **3.10 QUALITY ASSURANCE**

Vendors must clearly identify the quality assurance process that will be developed and implemented in the delivery of services. The process must include staff that will be used in quality assurance assessment, as well as, what model will be used. Vendors may choose to submit a copy of their quality assurance plan with the proposal.

### **3.11 TRACKING**

Vendors must contain specific language on how a vendor will track the children or youth who have received services through their program and how they plan to report to the Department the statistics received from the tracking. Proposals must indicate the areas that will be tracked and what outcomes are expected in each of the areas. Selected vendors will be required to provide all reports to the Department which is required in case management and tracking for service utilization.

### **3.12 MEDICAID BILLING**

Medicaid billing is **not** an option for this procurement.

### **3.13 COLLABORATION WITH THE DEPARTMENT**

Each proposal must describe how the agency will ensure that the Department case worker and the agency case manager for the family will meet to de-brief cases to ensure that barriers to goal accomplishment are identified and that progress is being made. Proposals must identify how identified barriers will be incorporated into Quality Assurance/Quality Improvement programs to address how improvements in service delivery can be made.

## **SECTION 4: PROPOSAL FORMAT AND INSTRUCTIONS**

### **4.0 PROPOSAL REQUIREMENTS**

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

### **4.1 COMPLETENESS OF PROPOSALS**

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

### **4.2 PROPOSAL FORMAT**

Proposals must not exceed **one hundred (100) pages**, including attachments and must be single-spaced, incorporating 1-inch margins, typed using Times New Roman (font), size 12, black print. Proposals must be printed/copied onto one side of standard (8½ x 11) white typing/copier paper. *Paragraphs must be double-spaced.* All proposals (the original and copies) must include labeled tabs that correspond with the bolded sections and subsections (titles and numbers) to which the information pertains as specified in Section 4 of this document. ***Do not use adhesive tabs (on pages of the proposal), tabs with paper inserts, sheet protectors, rings or prong fasteners.*** Vendors should avoid the use of elaborate presentations and binding materials beyond that which is sufficient to present complete and effective proposals. **Proposals that do not adhere to the specified format may be deemed non-responsive.**

#### **4.2.1 COVER SHEET**

The first page of each proposal must be the completed **Cover Sheet** (RFP cover sheet) with an original ink signature of the person(s) legally authorized to bind the vendor to the proposal. **Proposals without signatures of persons legally authorized to bind the vendor to the proposal will be rejected.** The cover sheet must also include the name of the contact person and contact information of the person authorized to act on behalf of the vendor (do not number this page). Vendors must also provide their federal employer identification number and DUNS number. Also, denote the original proposal and copies by placing a check in the appropriate box on the cover sheet.

#### **4.2.2 TABLE OF CONTENTS**

The Cover Sheet should be followed by the “**Table of Contents**”, which should list all sections, subsections and page numbers. Numbering of the proposal pages should begin with page 1 of the Table of Contents. Page numbers should be placed in the right corner of the bottom margin.

#### **4.2.3 LEGAL STATUS FORM/CP575 OR TAXPAYER IDENTIFICATION NUMBER**

The Table of Contents must be followed by a copy of the **Legal Status Form** 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 (OPTIONAL)**

The Legal Status Form or Request for Taxpayer Identification Number Form should be followed by a copy of all required **Licenses, Certificates, and Credentials** or a copy of a completed license application form submitted by the deadline specified in this RFP.

#### **4.2.5 TECHNICAL PROPOSAL**

Copies of Licenses/Certificates/Credentials, if applicable should be followed by the **Technical Proposal**. The Technical Proposal must prescribe to sections **4.2.5.1** through **4.2.5.4.6** below.

##### **4.2.5.1 VENDOR QUALIFYING INFORMATION**

###### **4.2.5.1.1 Vendor Profile and Experience**

Vendor must specify how long it has been in the business of providing services similar to those requested in this RFP and under what company name. Also list all names it has used when conducting business. Vendors must explain their expertise or history in the provision of such services or identify a nationally recognized model that has proven to be successful that will be used in the provision of services under this RFP. Vendors must provide an organizational profile including: number of employees, and form of business (e.g. individual, sole proprietor, corporation, non-profit corporation, limited liability company.).

###### **4.2.5.1.2 Past and Present Contractual Relationships with the Department**

Vendors must describe any past or present contractual relationship it may have or have had with the Department or any other state agency including colleges/universities during the past three years. If the vendor, its predecessor, or any party named in their responses to this section has contracted with any department within State Government during the past three years, identify the contract number and other information available to identify such contract(s). If no such contracts exist, so declare. If any party named in the vendor’s response to this RFP was an employee of the State in the past two years, identify the individual(s) by name, agency by which employed, job title of position held, and separation date during the two-year period. If no such relationship exists, so declare.

###### **4.2.5.1.3 Contract Performance**

If the vendor, or any proposed Subcontractor, has had a contract terminated for default during the past five years, all such instances must be described as discussed below. Termination for default is defined as notice to stop performance delivery due to the vendor’s nonperformance or poor performance and the issue was either (a) not litigated due to inaction on the part of the vendor; or (b) litigated and such litigation determined the vendor to be in default. Submit full details of all terminations for default experienced by the vendor during the past five years, including the other party’s name, address, and telephone number. Present the vendor’s position on the matter. The Department will evaluate the facts and may, at its sole discretion, reject the vendor’s Proposal if the facts discovered indicate that completion of a contract resulting from this RFP may be jeopardized by selection of the vendor. If the vendor has experienced no such terminations for default in the past five years, so declare. If at any time during the past five years, the vendor has had a contract terminated for convenience, non-allocation of funds, or any other reason, which termination occurred before completion of all obligations under the initial contract provisions, describe fully all such terminations including the name and address of the other contracting party and the circumstances surrounding the termination. If no such early terminations have occurred, so declare.

Failure to report on the foregoing or if the information furnished is determined to be inaccurate, whether by omission or commission, shall result in rejection of the vendor’s Proposal.

No points will be assigned to proposals submitted by new or current vendors who have performed their contractual obligations satisfactorily. **However, current vendors who have performed unsatisfactorily may experience point deductions up to a maximum of 10 points.**

*Note: The Department reserves the right to not enter into a new contract with a current vendor who is under a corrective action plan until all corrective requirements have been met.*

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

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

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

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

#### **4.2.5.1.6 Background Checks**

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

#### **4.2.5.2 VENDOR FINANCIAL STABILITY**

Vendors must submit an audited financial statement for year 2014 and letters from the auditor(s) who performed the 2012 and 2013 financial audits. Vendors of newly formed organizations, who have been in business less than one year must submit copies of any official quarterly financial statements (from a financial institution) that have been prepared since the end of the period reported by your most recent annual report.

#### **4.2.5.3 METHOD OF PROVIDING SERVICES**

##### **4.2.5.3.1 Service Delivery Approach**

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

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

Vendors must include a detailed project schedule that is comprised of the detailed work plan for the entire project. This section should also include any proposed additions to the tasks outlined in the *Section 3: Scope of Work*. ***The selected vendor must be fully operational on Saturday, October 01, 2016.***

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

Describe the process that will be used to assess the proposed services to determine if the expected benefits and their impact have occurred. Include on-going plans to continuously assess and modify services to better meet

the needs of the target population. The assessment methodology should provide the Department with meaningful indicators that funded projects are making satisfactory progress toward desired goals.

#### **4.2.5.3.4 Office Location**

Vendors must provide the physical address where records will be maintained and services will be performed under a contract with the Department in the event the vendor is selected.

#### **4.2.5.4 VENDOR CERTIFICATIONS**

Vendors must submit a statement attesting that they warrant and represent to the Department that the vendor accepts and agrees with all certifications and terms and conditions of this RFP. Further, by submitting a response to this RFP, the vendor certifies to the Department that they are legally authorized to conduct business within the State of Alabama and to carry out the services described in this document.

#### **4.2.5.4.1 Revolving Door Policy**

Vendors must attest that neither the vendor nor any of the vendor's trustees, officers, directors, agents, servants or employees is a current employee of the Department, and none of the said individuals have been employees of the Department in violation of the revolving door prohibitions contained in the state of Alabama ethics laws.

#### **4.2.5.4.2 Debarment**

Vendors must attest that neither the vendor nor any of the vendor's trustees, officers, directors, agents, servants or employees (whether paid or voluntary) is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension."

#### **4.2.5.4.3 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 Alabama Legislative Contract Review Committee, Examiners of Public Accounts, the State Finance Director and the Office of the Governor.

#### **4.2.5.4.4 Charitable Choice (applies to faith-based organizations only)**

The vendor must attest that funds received as a result of this procurement will not be used for sectarian instruction, worship, proselytizing or for any other purely religious activities that are not directed toward the secular social goals related to the services described in this RFP. The vendor must agree to serve all eligible members of the public without regard to their religious beliefs and, further, must not require clients' active participation in any religious practice. (In carrying out the said services, the vendor will remain independent from federal, state and local governments; will retain control over the expression of its religious beliefs, and is NOT required to remove its religious writings or symbols or to alter its internal governance as a condition of doing business with the Department.)

#### **4.2.5.4.5 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.

**4.2.5.4.6 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 Documentation**

The Certificate of Compliance must be followed by a completed copy of the **E-verify documentation**. *All proposals must include the E-verify documentation.*

## **SECTION 5: COST PROPOSAL**

### **5.0 COST PROPOSAL**

Vendors must submit a budget detailing all necessary expenditures for the proposed services. The budget information must be compiled in the manner specified in *Appendix E: Budget*. A narrative description of each line item and also the responsibilities of all personnel must also be submitted. Vendors must submit two (2) annual budgets for the following periods: 1) *Year 1 for October 01, 2016 through September 30, 2017*; and 2) *Year 2 for October 01, 2017 through September 30, 2018*.

The rate structure for this procurement is as follows:

In home room and board \$1,970.00

Out-of-home room and board for one child \$3,442.97

Add on rate for each additional child in out- of-home \$1,721.49

Example: A vendor receives a referral on a reunification family. At the time of the referral the monthly rate for the vendor would be an in-home room and board rate of \$1,970.00. If in serving the family it becomes necessary to serve one of the children outside of the home, their new rate would now be the out-of-home rate for one child which is \$3,442.97. If an additional child had to be put in an out-of-home placement an additional \$1,721.49 which would raise the rate from \$3,442.97 to \$5,164.46.

### **5.1. METHOD OF PAYMENT**

Payment for services provided pursuant to this procurement will be made on a cost reimbursement basis.

*Administrative costs must not exceed 10 percent.* The Department does not provide cash advances to vendors. The selected vendor must submit invoices after it has provided the goods or services being invoiced in a timely manner.

### **5.2 HOLDBACKS AND PRICING INFORMATION**

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

*Note: A fixed rate is specified in this RFP document for provision of services, any proposal submitted exceeding the fixed rate will be deemed non-responsive and no further consideration will be given.*

## SECTION 6: EVALUATION CRITERIA

### 6.0 EVALUATION CRITERIA

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

Category	RFP Section	Point Value
<b>Vendor Qualifying Information</b>	<b>30% of points for a possible 300 points</b>	
A. Vendor Profile and Experience	4.2.5.1.1	250
B. Past and Present Contractual Relationships with the Department	4.2.5.1.2	0
C. Contract Performance	4.2.5.1.3	<i>To be Determined</i>
D. Project Staff/Resumes/Job Descriptions	4.2.5.1.4	0
E. Staff Performance Evaluations and Training	4.2.5.1.5	25
F. Background Checks	4.2.5.1.6	10
G. Vendor Financial Stability	4.2.5.2	15
<b>Method of Providing Services</b>	<b>50% of points for a possible 500 points</b>	
A. Service Delivery Approach	4.2.5.3.1	475
B. Start-up Plan	4.2.5.3.2	15
C. Assessment of Benefits and Impact	4.2.5.3.3	10
D. Office Location	4.2.5.3.4	0
E. Vendor Certifications	4.2.5.4.	0
<b>Cost Proposal</b>	<b>20% of points for a possible 200 points</b>	
A. Cost Proposal	5.0	200

## APPENDIX A: STANDARD TERMS AND CONDITIONS

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

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

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

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

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

**AUTHORITY:** The following request for proposal, limited solicitation, or contract is issued under authority of Section 41-16-72 of the Alabama Code (Act 2001-956, 2001 3<sup>rd</sup> Sp. Sess., p 817, §1.)

**CHARGE BACKS:** The Alabama Department of Human Resources and Medicaid will deduct federal charge backs from future payments.

**COMPLIANCE WITH LAWS:** The contractor must, in performance of work under the contract, fully comply with all applicable federal, department, or local laws, rules and regulations, including the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. The contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

**DEBARMENT:** The contractor certifies, by submitting this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the Department.

**DISABILITY ACCOMMODATIONS:** The Department does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals, who need aids, alternative document formats, or services for effective communications or other disability-related

accommodations in the programs and services offered, are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

**FACSIMILE RESPONSES:** Facsimile responses will not be accepted for requested for proposals or limited solicitations.

**FAILURE TO HONOR PROPOSAL:** If a vendor to whom a contract is awarded refuses to accept the award (contract) or, fails to deliver in accordance with the contract terms and conditions, the Department may, in its discretion, suspend the vendor for a period of time from entering into any contracts with the Department.

**FORCE MAJEURE:** Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the non-performing party, so long as such party is using its best efforts to remedy such failure or delays.

**FOREIGN CORPORATIONS (OUT-OF-STATE FIRMS):** Alabama law provides that a foreign corporation (out-of-state company/firm) may not transact business in the state until it obtains a certificate of authority from the Secretary of State, Section 10-2B-15.01, Code of Alabama 1975. To obtain form for a certificate of authority, contact the Secretary of State, Corporation Division, (334) 242-5324. Not having this certificate does not keep the vendor from registering.

**HOLD HARMLESS/INDEMNIFICATION:** The contractor agrees to hold the Department, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except for acts of omission resulting from the sole negligence of the Department, under this agreement.

**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.

**REGISTRATION WITH THE PURCHASING DIVISION:** Any business intending to transact business in Alabama must register with the Alabama Purchasing Division by completing the Vendor Disclosure Statement. A copy of the Vendor Disclosure Statement can be downloaded from the Purchasing website at [www.purchasing.alabama.gov](http://www.purchasing.alabama.gov).

**SEVERABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

**SOLICITATION DOCUMENT EXAMINATION:** Vendors must promptly notify the Department of any ambiguity, inconsistency, or error, which they may discover upon examination of a solicitation document.

**TERMINATION OF CONTRACT:** Unless otherwise stated, the Department may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

**AVAILABILITY OF FUNDING:** The Department, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason.

**U.S. FUNDS:** All prices and payments must be in U.S. dollars.



**APPENDIX C: TRADE SECRET AFFIDAVIT**

**Alabama Department of Human Resources**

**AFFIDAVIT FOR TRADE SECRET CONFIDENTIALITY**

DEPARTMENT OF \_\_\_\_\_)

)ss.

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

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

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

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

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

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

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

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

- 4. 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
- 5. 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.

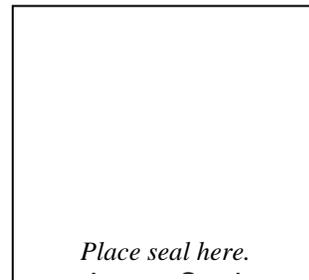
\_\_\_\_\_  
Affiant's Signature

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





				<b>Benefits:</b>	
				<b>TOTAL PERSONNEL:</b>	\$
<b>2. SUBCONTRACTS</b>	<b>All subcontracts require the Department's prior written approval.</b>				<b>TOTAL DHR SHARE</b>
					\$
					\$
					\$
					\$
					\$
					\$
					\$
				<b>TOTAL SUBCONTRACTS:</b>	\$
<b>3. TRAVEL</b>	<b>Out-of-state travel is not allowable. Out-of-region travel requires the Department's prior written approval.</b>				<b>TOTAL DHR SHARE</b>
				<b>Within project coverage area</b>	\$
				<b>In-state (out-of-coverage area)</b>	\$
					\$
				<b>Board Members - Within project coverage area</b>	\$
				<b>Board Members - In-state (out-of-coverage area)</b>	\$
					\$
				<b>TOTAL TRAVEL:</b>	\$
<b>4. SPACE</b>	<b>All repairs to facilities, regardless of the cost, require the Department's prior written approval.</b>				<b>TOTAL DHR SHARE</b>
				<b>Basic Local Phone Service</b>	\$
				<b>Long Distance</b>	\$
				<b>Rent/Lease</b>	\$
				<b>Use Allowance</b>	\$
				<b>Utilities</b>	\$
				<b>Upkeep (buildings/grounds)</b>	\$

				<b>Minor Repairs</b>	\$
				<b>Other (specify)</b>	\$
				<b>TOTAL SPACE:</b>	\$
<b>5. SUPPLIES</b>					<b>TOTAL DHR SHARE</b>
				<b>Office Supplies</b>	\$
				<b>Computer-related Supplies</b>	\$
				<b>Custodial Supplies</b>	\$
				<b>Other (specify)</b>	\$
				<b>TOTAL SUPPLIES:</b>	\$
<b>6. EQUIPMENT</b>		The Department's prior written approval is required for all property items having a total unit or individual cost of \$100 or greater.			<b>TOTAL DHR SHARE</b>
				<b>Purchase</b>	\$
				<b>Rental/Lease</b>	\$
				<b>Repairs</b>	\$
				<b>Maintenance Agreements</b>	\$
				<b>Use Allowance</b>	\$
				<b>Office Furniture</b>	\$
				<b>Office Furnishings</b>	\$
				<b>Other (specify)</b>	\$
				<b>TOTAL EQUIPMENT:</b>	\$
<b>7. OTHER</b>					<b>TOTAL DHR SHARE</b>
				<b>Membership Dues (itemize and attach a separate listing)</b>	\$

				<b>Subscriptions (itemize and attach a separate listing)</b>	\$
				<b>A-133 Audit</b>	\$
				<b>Liability Insurance</b>	\$
				<b>Attorney (Legal) Fees</b>	\$
				<b>Other (specify)</b>	\$
				<b>TOTAL OTHER:</b>	\$

## **APPENDIX F: INSTRUCTIONS FOR COST PROPOSAL**

The line items set forth in the budget are defined below. Each line item must reflect the correct and complete information based on these definitions. For example, if travel costs are incurred in association with a particular cost item, the travel portion of the cost should be broken out and reflected as travel rather than included under the program function for which it was incurred. The first page represents a summary of the totals from the remaining pages. All budgeted funds are subject to departmental directives and the instructions set forth herein. For the budget items so designated, the Department's prior written approval must be obtained before the expense is actually incurred.

### **Heading**

<b>Contract Number</b>	To be completed by DHR
<b>Taxpayer ID</b>	Federal Employer ID number
<b>Agency</b>	Official name of your organization
<b>Address</b>	Mailing address of business
<b>Project Title</b>	Name of project
<b>Budget Periods</b>	<i>October 01, 2016 through September 30, 2017 (year1) and October 01, 2017 through September 30, 2018 (year 2)</i>

### **1. Personnel**

**ITEMIZE separately each type position paid for in whole or in part with departmental funds. In addition, itemize each like position with different annual salary amounts or different percentages of time spent on the Department's project.**

**Attach an additional sheet if necessary** (use the same column headings).

**In the appropriate spaces, include** for the personnel listed the fringe benefits that are applicable to the Department's project. The Department will reimburse for the cost of individual health insurance coverage for the employee. The cost of family health insurance coverage is not allowable.

### **2. Subcontracts**

Itemize individually all contracts for major program services, including, but not limited to, program administration. Attach an additional sheet if necessary and use the same column headings. **All subcontracts require the Department's prior written approval.**

**DO NOT INCLUDE** contract labor, maintenance agreements, lease agreements or contracts with attorneys, Certified Public Accountants used to conduct audits or other services for which there is a specific budget line item.

### **3. Travel**

Include all travel-related costs regardless of the nature or purpose of the travel, for example, car rentals, hotels, per diem, mileage, etc., for travel incurred by staff and Board members. These costs should be broken out within project coverage area and in-state (out-of-project coverage area).

**Out-of-state travel is not allowable. Out-of-region travel requires the Department's prior written approval.**

4. **Space**

**Basic Local Phone Service:** Includes, as applicable, the portions of the phone bill which represent basic local phone service, local toll calls, area dial and expanded area dial.

**Long Distance:** Include, as applicable, the portions of the phone bill which represent long distance calls and charges for 1-800 service. Do NOT include local toll calls or calls made from cell phones.

**Rent/Lease:** Self- explanatory.

**Use Allowance:** To be used in the event any Board member, officer, employee, volunteer or other representative of the Applicant owns the building in which any portion of services are provided. (An FM-05 "USE ALLOWANCE – SPACE" form is required. Copies of this form are available from the Department upon request.)

**Utilities:** Include all utilities associated with power, gas and water. **Do not include such costs as Cable TV, telephone or Internet access.**

**Upkeep (buildings/grounds):** Include routine and scheduled upkeep of the facilities and grounds that are NOT the responsibility of the owner or lessor.

**Minor Repairs:** Include only minor repairs that are NOT the responsibility of the owner or lessor. **All repairs to facilities require the Department's prior written approval, regardless of the cost of the repair.**

**Other (specify):** Items must not otherwise be the responsibility of the property owner or lessor. Itemize and be specific.

5. **Supplies**

**Office Supplies:** Include general office supplies. Also, include computer-related supplies, for example, floppy disks, etc.

**Custodial Supplies:** Include only supplies related to janitorial/custodial work, for example, cleaning supplies, mops, brooms, dust pans, etc.

**Other (specify):** Itemize, as applicable, and be specific.

6. **Equipment**

Include all property items that do not meet the definition of supplies.

**Purchase:** Include all costs associated with the intended procurement of property items needed to implement the child care management services. **The Department's prior written approval is required for all property items having a total unit cost of \$100 or greater, including the base price, taxes, shipping, handling and any additional add-on cost.** The term "unit" means collectively all requisite items which make a property item fully complete and functional. Property items comprised of multiple components must be considered collectively when calculating the total unit cost. For example, a fax machine may cost \$99 while the paper feeder attachment has a separate cost of \$25. These items collectively would make up a single property item (the paper feeder is considered a component of the fax machine) with a unit cost of \$124, plus taxes, shipping and handling, etc. **Equipment with a total unit cost of \$500 or more must be leased.**

**Rental/Lease:** Include all costs associated with the rental or lease of equipment. **Rental/Lease costs for a unit of property, as described above that equal or exceed \$100 require the Department's prior written approval.**

**Repairs:** Include all costs associated with repairs related to equipment. **Repairs that equal or exceed \$100 require the Department's prior written approval.**

**Maintenance Agreements:** Include all costs associated with ongoing maintenance agreements related to equipment and other property items. **Maintenance agreements that equal or exceed \$100 require the Department's prior written approval.**

**Use Allowance:** Include any applicable usage cost allocable to the program for property items owned by the Applicant **and** not purchased in whole or in part with any federal or state funds. (An FM-06 "USE ALLOWANCE – EQUIPMENT" form is required for all use allowances for equipment. This form is available from the Department upon request.) **Use allowance for any property item that equals or exceeds \$100 requires the Department's prior written approval.**

**Office Furniture:** Include all costs associated with desks, chairs, file cabinets and other office furnishings. **Office furniture requires the Department's prior written approval for any item with a total unit cost (as described for an equipment purchase) of \$100 or greater. Office Furniture with a total unit cost of \$500 or more must be leased.**

**Office Furnishings:** Include all other property items, for example, wall hangings, lamps, pictures, decorations, trash cans, etc. **Office furnishings require the Department's prior written approval for any item with a total unit cost (as described for an equipment purchase) of \$100 or greater.**

**Other (specify):** Itemize, as applicable, and be specific.

## 7. Other

**Membership Dues:** Itemize and attach a separate listing of all memberships in, and the associated dues paid to, professional associations or organizations. All memberships must be **directly related** to the Child Care Management Services. **(Include organizational dues only. Individual dues are not allowed.)**

**Subscriptions:** Itemize and attach a separate listing of all subscriptions to magazines, journals or other publications. All subscriptions must be **directly related** to the Child Care Management Services. **(Include organizational subscriptions only. Individual subscriptions are not allowed.)**

**A-133 Audit:** Include all costs associated with contracting with a CPA firm to conduct the required annual A-133 audit. This audit is required only for Contractors who receive \$300,000 or more in federal funds.

**Liability Insurance:** Include only the premium costs for insurance policies required under the contract with the Department.

**Attorney (Legal) Fees:** Include all costs associated with the use of attorneys. (Specify whether the costs are based on an hourly rate or a periodic retainer.) **An Attorney Log is required to be maintained for all legal expenses incurred, as prescribed in the Manual, and all such expenditures are subject to the Department's discretion and approval.**

**Other (specify):** Include miscellaneous costs such as bank stop payment fees, etc., but do not include any item for which a space is otherwise provided.

*On page 1, include the totals from pages 2-4. In addition, include the following additional items:*

**8. BUDGET TOTAL** Enter the sum of lines 1 - 7.

**In addition, in the space provided below BUDGET TOTAL, list the source and amount of all funds received directly from a source other than the Department.**