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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.** Communication regarding the RFP should only occur with this person or his designee.

3. _____ **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.dys.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 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.dys.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 will not be accepted.

11. _____ **Submit your category or categories.** Located Appendix J

This checklist is provided for assistance only and should not be submitted with Vendor’s

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

EVENT	DATE
RFP Issue Date.....	June 9, 2023
Deadline for Receipt of Written Questions	June 16, 2023
Deadline for Posting of Written Responses to Questions	June 20, 2023
Proposal Due Date	July 3, 2023
Proposal Open Date.....	July 6, 2023
Evaluation of Proposals and Selection of Vendors	July 7-12, 2023
Intended Date for Notice of Intent to Award a Contract	July 26, 2023

SECTION 1: PROJECT OVERVIEW AND INSTRUCTIONS

1.0 PROJECT OVERVIEW

The ALABAMA DEPARTMENT OF YOUTH SERVICES SCHOOL DISTRICT, (hereinafter referred to as “the Department”) seeks a qualified vendor(s) to provide:

Speech and Language Therapy for students whom are committed to the Alabama Department of Youth Services within any DYS facility, DYS contract facilities that are licensed by the Alabama Department of Youth Services (a list of current facilities will be provided in Appendix H) or for DYS Staff serving the population throughout the State of Alabama. The contract facility list is updated on a regular basis, it is expected that the vendor would be will to provide services to any new facility added during the contract period.

The goal of this procurement is to provide a Speech and Language Therapy in an attempt to remove language and other communication barriers so that the children and families who may be eligible for programs and services available through the Department of Youth Services School District have equal access to them. 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 the Department’s funds in accordance with Federal and State regulations and guidelines.

1.2 REQUIRED LICENSURE/CERTIFICATION/CREDENTIAL

Each category requires specific certification and credential that can be found in the *Section 3, Scope of Project*.

1.3 CONTRACT TERM

The initial contract term is for a period of **three (3) years** beginning ***October 1, 2023*** and ending **September 30, 2026**. 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 three (3) years, at the option of the Department. ***The selected vendor(s) must be fully operational on October 1, 2023.***

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 or his authorized designee 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 or his authorized designee.** Any unauthorized contact will disqualify the vendor from further consideration. Contact information for the point of contact is as follows:

School Superintendent

**Designee: Shenika Weatherly, Ed.S.
Central Office – DYS School District
1000 Industrial School Road**

PO Box 66

Mt. Meigs, AL 36057

Telephone Number: (334) 215-3859

E-mail Address: Shenika.Weatherly@dys.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) **June 16, 2023**. Each question must reference the section, page, and item in question. Vendors must submit all questions posed in a single email message to the procurement officer. Questions received after the deadline will not be considered.

1.5.3 DEPARTMENT'S RESPONSES

The Department will provide an official written answer by **June 20, 2023** to all questions received by the deadline on **June 16, 2023**. The Department's response will either provide clarification of the applicable issue or be in the form of a correction to this RFP. Vendor questions and the Department's responses, as well as any formal written addendum will be posted on the Department's website at www.dys.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 1.6.5 will be deemed non-responsive and no other consideration will be given. **DO NOT ALTER ANY OF THE FORMS LISTED BELOW OR OTHERWISE INCLUDED/REQUIRED IN THIS DOCUMENT.**

1.6.1 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 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 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 or (online fill-in) 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 proposal.

1.6.4 IMMIGRATION STATUS FORM

Vendors must submit a signed copy of the immigration status form with their proposal.

1.6.5 AUTHORIZED VENDOR SIGNATORY

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

1.7 GENERAL REQUIREMENTS

1.7.1 ACCEPTANCE OF STANDARD TERMS AND CONDITIONS

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

1.7.3 PRIME CONTRACTOR/SUBCONTRACTORS

The prime contractor if a contract is awarded shall be responsible, in total, for all work of any subcontractors. The contractor shall not assign, transfer or subcontract any portion of the contract without the written consent of the Department. The Contractor 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 Contractor. Any awards made as a result of this document will create a contractual relationship between the Contractor 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, and **three (3)** copies with the Vendor's name and the RFP title and number to:

School Superintendent
Designee: Shenika Weatherly, Ed.S.
Central Office – DYS School District
1000 Industrial School Road
PO Box 66
Mt. Meigs, AL 36057
Telephone Number: (334) 215-3859
E-mail Address: Shenika.Weatherly@dys.alabama.gov

Proposals must subscribe to the section/subsection headings and numbering format 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 *Speech and Language Therapy RFP# 2023-200-01. Proposals must be received in the Office of the Superintendent by 12:00 p.m., local time, July 3, 2023.* 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 form in *Appendix I*. These forms will be used as the primary representation of each Vendor's cost, and will be used extensively during proposal evaluations. If necessary, utilize additional pages to explain any additional information 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 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 3rd Sp. Sess., p 817, §1.). Any awards resulting from this RFP will be made based on stated evaluation criteria. The weight assigned to each criterion denotes the relative importance of that criterion. No criteria, other than that identified in this RFP, will be used.

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 STATUS

Vendor's authorized person(s) within the agency must sign and submit *Appendix D – E-Verify* on the immigration status of all workers to be employed for the services described in this procurement. Vendors must attest that all workers will be citizens of the United States or at the time of employment will be in a proper and legal immigration status that authorizes them to be employed for pay within the United States.

2.4 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.

2.5 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 Youth Services School District

“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.

2.6 PRE-SCREENING AND EVALUATION OF PROPOSALS

2.6.1 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.

2.6.2 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.

2.7 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 **Mt. Meigs, Alabama**, to discuss technical and contractual aspects of the proposal. Oral presentations and product demonstrations, if requested, shall be at the Vendor’s expense.

2.8 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.

2.9 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.

2.10 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.

2.11 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:

2.11.1 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.

2.11.2 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.

2.11.3 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.

2.11.4 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.

2.11.5 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.

2.11.6 ORAL PRESENTATIONS

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

2.11.7 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.dys.alabama.gov under this RFP link.

2.11.8 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.

2.11.9 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.

2.11.10 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 SPEECH AND LANGUAGE THERAPY

3.0 PROGRAMMATIC INFORMATION

DYS has determined that there exists an identifiable need for individuals committed to the DYS to receive the services of Speech and Language Therapy. Therefore, DYS is seeking a qualified vendor(s) to provide Speech and Language Therapy services in the Mt. Meigs Complex/L.B. Wallace School, Vacca Campus/McNeel School, and Autauga Campus/LB Wallace Annex IV and contract facilities that are licensed by the Alabama Department of Youth Services, included in Appendix H or for DYS staff serving the population throughout the state. These services are necessary to ensure equal access to departmental programs and services for all eligible students.

PROJECT OVERVIEW

The Alabama Department of Youth Services School District operates within the Alabama Department of Youth Services, a state agency responsible for youth who are committed by the state's juvenile court, providing a comprehensive educational program. The school district is seeking proposals from qualified vendors to provide speech and language services for students enrolled at any facility or school under the management of the Alabama Department of Youth Services School District and Agency.

QUALIFICATIONS

Each person within the entity, who provides direct services, must have a valid license in speech-language pathology within the state of Alabama. In addition, the vendor (and/or direct provider) must be knowledgeable of special education laws and special education processes to include the Alabama Administrative Code, IDEIA and the Alabama State Department of Education's *Mastering the Maze*.

Provision of Services

The vendor who is selected will be expected to provide the following services, at a minimum:

- Assess and diagnose speech and language disorders of students for initial evaluations and continued eligibility for special education
- Interpret assessment data and convey implications to members of the Individualized Education Program (IEP) team
- Provide direct and indirect special education services to students who have IEP speech and language goals or require related services
- Conduct speech and language screenings, as needed
- Assist in writing and developing IEP goals
- Collaborate and consult with special education teachers/case managers and school district staff as a professional resource to address students' IEP goals
- Monitor, assess and maintain a record of students' progress
- Maintain positive rapport with students and a productive educational setting in practice
- Prompt response(s) to transient needs based on student enrollment
- Engage in professional development opportunities that promote the best practices and approach to treatment
- Maintain strong oral and written communication skills

Professional Development

Documentation of current licensure is required and must be maintained for the duration of the contract. Even more, the vendor is expected to pursue opportunities for professional growth to broaden his/her knowledge and proficiency in the field; however, professional development will be the sole responsibility of the vendor.

Department Training

The Department of Youth Services requires initial training for all professionals who provide direct services to students. These trainings include an orientation to the facility, an awareness of the department's policy and procedures and education on pertinent laws; segments of the training may be required annually. Upon a contract being awarded, the trainings will be scheduled.

CONTRACT TERM

The contract term is for a period beginning October 1, 2023 and ending September 30, 2024. Thereafter, renewals of the contract, as agreed upon by both parties, may be made at one-year intervals until 2026.

CONTENT OF PROPOSAL

Proposals should be presented in a clear and concise format on standard, letter size paper and should contain the following:

- ┆ Organizational Structure of the entity, including the name of key personnel and their role within the organization
- ┆ Relative experience and educational background in the area of service that will be provided for each individual providing the services (A resume is sufficient).
- ┆ Fee for services
- ┆ Availability of the entity to provide services for McNeel School, Wallace Annex and Wallace School
- ┆ Service delivery platform or approach to include technological equipment and software to be used, if applicable and requirements of such to be provided and maintained by the school district
- ┆ Provisions for maintaining confidentiality
- ┆ A plan for professional learning, which may include recent professional development activities and projected opportunities
- ┆ Letter of support from a current/former client or employer, which should specifically address the capacity in which services have been provided
- ┆ Provide a copy of state-issued identification to be submitted for a mandatory background check, for each individual providing direct services
- ┆ Provide a copy of licensure/certification, for each individual providing direct services
- ┆ Proof of vendor registration with the State of Alabama Accounting and Resource System (STAARS) which may be completed at: <https://procurement.staars.alabama.gov>
- ┆ 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 at: <https://ago.alabama.gov/Form>
- ┆ ACT 2011-535, as amended by Act 2012-491, requires that you enroll in the federal E-verify program if awarded the contract. A completed form must be attached. Instructions are available at <https://www.e-verify.gov>

3.1 CERTIFICATIONS

Vendors must ensure that all Therapist providing services under any contract resulting from this procurement are qualified. Therapist must possess the appropriate training/education and credentials/licenses/ certifications. Vendors must maintain a statement on file certifying that all employees providing services under any contract resulting from this procurement are free of infectious disease.

3.2 LISTING

Vendors must maintain and make available to Department a list of Therapist employed/contracted to provide services. Upon request, vendors must provide the names of the Therapist, type of service to be provided, and the counties to which they are assigned. *As applicable, vendors may be required to include a list of other qualified Therapist.*

3.3 PHOTO IDENTIFICATION

Therapist must ensure that photo identification is visible at all times when serving the Department's clients.

3.4 NO DENIAL OF SERVICES ALLOWED

The selected vendor(s) must not deny the Department delivery of services. If such situation occurs the Department reserves the right to cancel the contract.

3.5 CULTURAL SENSITIVITY AND COURTESY

Therapist must be culturally competent, sensitive, and respectful of the individual(s) they serve.

3.6 CONFIDENTIALITY

Therapist must not divulge any information obtained through their assignments, including but not limited to information gained through access to documents or other written materials.

3.7 DISCLOSURE

Therapist must not publicly discuss, report, or offer an opinion concerning matters in which they are or have been engaged, even when that information is not privileged by law to be confidential.

3.8 NON-DISCRIMINATION

Therapist must always be neutral, impartial and unbiased. Therapist must not discriminate on the basis of gender, disability, race, color, national origin, age, socioeconomic or educational status, or religious, political, or sexual orientation. If Therapist are unable to ethically perform in a given situation the Therapist must refuse or withdraw from the assignment without threat of retaliation.

3.9 PROFESSIONAL DEMEANOR

Therapist must be punctual, prepared, and dressed in a manner appropriate and not distracting from the situation in addition to following the DYS Dress Code.

3.10 HIGH STANDARDS OF CONDUCT

Therapist must act at all times in accordance with the standards of conduct and decorum appropriate to their profession.

3.11 SELF-REPRESENTATION

Therapist must accurately and completely represent their certifications, training, and experience.

3.12 CONFLICT OF INTEREST - IMPARTIALITY

Therapist must disclose any real or perceived conflict of interest which would affect their objectivity in the delivery of service.

3.13 SCOPE OF PRACTICE

Each person within the entity, who provides direct services, must have a valid license in speech-language pathology within the state of Alabama. In addition, the vendor (and/or direct provider) must be knowledgeable of special education laws and special education processes to include the Alabama Administrative Code, IDEIA and the Alabama State Department of Education's *Mastering the Maze*. Therapist are prohibited to have unsupervised access to clients, including but not limited to phoning clients directly.

3.14 REPORTING OBSTACLES TO PRACTICE

Therapist must assess at all times their ability. Should Therapist have any reservations about their competency, they must immediately notify the vendor and offer to withdraw without threat of retaliation.

3.15 ETHICAL VIOLATIONS

Therapist must immediately withdraw from encounters they perceive as violations of the code of professional conduct. Any violation of the code of professional conduct may cause termination of the contract.

3.16 PROFESSIONAL DEVELOPMENT

Therapist must develop their skills and knowledge through professional training, continuing education, and interaction with colleagues, and specialists in related fields.

3.17 PROFESSIONAL COURTESY

Therapist must provide excellent customer service and maintain a professional demeanor, be courteous and use a tone of voice appropriate to the situation.

Speech and Language Therapists Services

The additional requirements listed below must be addressed in proposals submitted in response to this RFP:

1. Vendors must list all the counties they can serve immediately. Vendors who are not able to serve all facilities/schools must provide, a detailed plan of how they will be operational in all DYS facilities, no later than **July 03, 2023**. *Preference will be given to vendors who are able to serve more facilities at the initiation of the contract.* Upon request, vendors must provide the names of the Therapist (i.e., face-to-face or online), and the counties to which they are assigned.
2. For face-to-face services all Vendors must ensure that Therapist have reliable transportation and a valid Alabama driver's license. Vendors must strictly enforce a policy prohibiting the transportation of clients under any circumstance.

3. Vendors must have a supervision process in place to minimize any possible barriers to achieving timely and accurate service, including a quality assurance process for all therapy services as required by this RFP.
4. Therapist must be employees of the contracting agency and the Vendor must attest that all Therapist have completed criminal history checks, and any additional DYS requirements.
5. Vendors must provide all face-to-face Therapist with photo identification.

3.18 SUPERVISION/QUALITY ASSURANCE

Vendors must have a supervision process in place to minimize any possible barriers to achieving timely and accurate service, including a quality assurance process for all therapy services as required by this RFP. Vendors must provide orientation to all Therapist prior to them providing services to the Department. The orientation must cover codes of professional conduct, confidentiality, cultural sensitivity, customer service, and non-disclosure of privileged information. The vendor(s) must have a supervision process in place that will ensure quality and accurate service delivery in each of the areas. If regional supervision is to be utilized the quality assurance process must be described in detail. The credentials of the person(s) supervising must be clearly identified. A Quality Assurance/Improvement process or plan must also be fully described. Vendors must immediately implement corrective measures once areas of deficiency are identified by the Department.

3.19 MANADATORY PROFESSIONAL DEVELOPMENT

All Therapist must participate in the Department of Youth Services professional development prior to them providing services to the Department's clients. The professional development must include, but not be limited to: the codes of professional conduct and confidentiality for Therapist; legal requirements for providing therapy services; the role of the therapist in working with the Department of Youth Services School District' clients; Prison Rape Elimination Act, the specific requirements of this procurement and any other areas identified by the DYS Administration/School District. This required professional development will be provided at no cost to the vendor and any cost incurred not available for reimbursement.

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 **fifty (50) pages**, including attachments and must be single-spaced, incorporating 1-inch margins, typed using Times New Roman (font), size 12. 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 to which the information pertains. **Do not use adhesive tabs, 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.

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. 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/TAXPAYER IDENTIFICATION NUMBER

The Table of Contents must be followed by a copy of the **Legal Status Form**. *This form is issued by the IRS and denotes an organization’s legal status (i.e., non-profit, for-profit, corporation, etc.) and includes the Federal Employee Identification Number (FEIN).* If the Legal Status Form is not available, a completed and signed copy of the “**Request for Taxpayer Identification Number**” form (*Appendix B*) must be included. All items on this form must be completed.

4.2.4 LICENSES/CERTIFICATES/CREDENTIALS

The 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

The 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. The Vendor must list all names it has used when conducting business. The Vendor 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.

The Vendor 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

The Vendor shall 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 the Vendor's responses to this section has contracted with any department within State Government during the past three years, identify the contract number and/or 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, state agency by which employed, job title of position held with the State, and separation date. 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 three 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 shall evaluate the facts and may, at its sole discretion, reject the Vendor's Proposal if the facts discovered indicate that completion of a contract resulting from this RFP may be jeopardized by selection of the Vendor. If the Vendor has experienced no such terminations for default in the past five years, so declare. If at any time during the past five years, the Vendor has had a contract terminated for convenience, non-allocation of funds, or any other reason, which termination occurred before completion of all obligations under the initial contract provisions, describe fully all such terminations including the name and address of the other contracting party and the circumstances surrounding the termination. If no such early terminations have occurred, so declare.

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

Note: 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.

4.2.5.1.4 PROJECT STAFF/RESUMES/JOB DESCRIPTIONS

The Vendor 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. The Vendor should indicate that it has 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 vendor.

4.2.5.1.5 STAFF PERFORMANCE EVALUATIONS AND TRAINING

Vendors must describe its 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 INCIDENTS OR INVESTIGATION

Describe in detail the steps that 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 working with this population indicated in this document and for this project. Describe your organization's general procedure for addressing occurrences when an incident or allegation is reported, founded or unfounded.

4.2.5.3 METHOD OF PROVIDING SERVICES

4.2.5.3.1 SERVICE DELIVERY APPROACH

The Vendor 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. The Vendor must identify the county/region to be served by the proposed project. *All services specified in Section 3: Scope of Project must be addressed in the Service Delivery Approach.*

4.2.5.3.2 START-UP PLAN

The Vendor 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*.

4.2.5.3.3 ASSESSMENT OF BENEFITS AND IMPACT

Describe the process that Vendor will use 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 of the office where records will be maintained and services will be performed under a contract with the Department in the event the Vendor becomes the Contractor.

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 IMMIGRATION STATUS FORM

The Trade Secret Affidavit must be followed by a completed copy of the **Immigration Status Form** (*Appendix D*). *All proposals must include the Immigration Status Form.*

SECTION 5: COST PROPOSAL

5.0 COST PROPOSAL

Vendors must include a cost proposal specifying: 1) a fixed rate for each of the two (2) modes of service (face-to-face and online) and 2) a list of counties to be served. Vendors must have a billing and tracking system in place that accurately details the cost of all services.

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 300 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. The vendor with the highest points from the Evaluation Criteria will be awarded the contract. The cost proposal is a component of the criteria not the sole criteria.

Category	RFP Section	Point Value
Vendor Qualifying Information		
A. Vendor Profile and Experience	4.2.5.1.1	25
<ul style="list-style-type: none"> 1. Experience in the field 2. Experience with at-risk youth/facilities 3. Experience in school setting 		
B. Past and Present Contractual Relationship with the department	4.2.5.1.2	25
<ul style="list-style-type: none"> 1. Letter of current or recent client 2. Affiliation with reputable agency/institution or extensive relationship with client 		
C. Contract Performance	4.2.5.1.3	---
D. Project Staff/Resumes/Job Descriptions	4.2.5.1.4	20
E. Staff Performance Evaluations and Training	4.2.5.1.5	40
<ul style="list-style-type: none"> 1. Actively participates in professional development opportunities 2. Membership in professional organizations 3. Proposal for impending professional development 		
Method of Providing Services		
A. Service Delivery Approach	4.2.5.3.1	60
<ul style="list-style-type: none"> 1. Various modes of instruction and delivery to include direct instruction 2. Regular School Hours 3. Offers flexible hours to meet requests 		
B. Start-up Plan	4.2.5.3.2	---
C. Assessment of Benefits and Impact	4.2.5.3.3	---
D. Office Location	4.2.5.3.4	---
E. Vendor Certifications	4.2.5.4	30
Cost Proposal		
A. Cost Proposal	Appendix I	100

APPENDIX A: STANDARDS TERMS AND CONDITIONS

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

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

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

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

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

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

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, at 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.

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 provide services.

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

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

APPENDIX C: TRADE SECRET AFFIDAVIT

Alabama Department of Youth Services School District

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 Youth Services School District for RFP # _____. Public agencies in Alabama are required by Alabama law to permit the public to examine documents that are kept or maintained by the public agencies, other than those legitimately meeting the provisions of the Alabama Trade Secrets Act, Alabama Code Section 8-27-1, and that the Department is required to review claims of trade secret confidentiality.

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

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

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

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

this affidavit.

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

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

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

Affiant's Signature

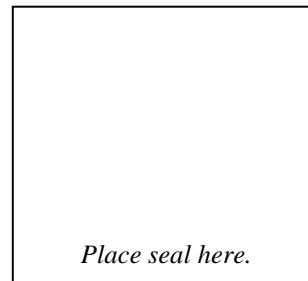
Signed and sworn to before me on _____ (date) by _____

(Affiant's name).

Name of Notary Public: _____ for the

Department of: _____

My Commission Expires: _____



APPENDIX D: IMMIGRATION STATUS FORM

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 as 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 limited to the following:

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

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

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

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

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

Certified this _____ day of _____ 20 _____.

Name of Contractor/Grantee/Recipient

By: _____

Its _____

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

this _____ day of _____ 20 _____.

WITNESS: _____

Printed Name of Witness

APPENDIX E: DRUG FREE WORKPLACE CERTIFICATION

The undersigned vendor hereby certifies that it will provide a drug-free workplace program by:

Publishing a statement notifying it's employees that the lawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the vendor's work place, and specifying the actions that will be taken against employees for violation of such prohibitions.

Establishing a continuing drug-free awareness program to inform its employees about:

1. The dangers of drug abuse in the workplace.
2. The vendor's policy of maintaining a drug-free workplace.
3. Any available drug counseling, rehabilitation and services.
4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

Giving all employees engaged in performance of the contract a copy of the statement concerning drug-free workplace.

Notifying all employees, in writing, of the statement concerning a drug-free workplace, that as a condition of employment on a covered contract, the employee shall abide by the terms of the statement.

The vendor shall make a good faith effort to maintain a drug-free workplace program through implementation of all of the above, but not limited herein, in this certificate.

Company: _____

Address: _____

City: _____ State _____ Zip Code: _____

Telephone: _____ Fax: _____

Email: _____

Authorized Representative: _____ Title: _____

Authorized Representative Signature: _____

The forgoing instrument was acknowledged before me this _____ day of _____, _____

By _____ as _____ (Title)

Of _____ who is known to me to be the person described herein, who produced _____ as identification.

NOTARY PUBLIC

SEAL

(Signature)

My Commission Expires: _____

(Print Name)

APPENDIX F: DYS CAMPUSES CONTRACT SECURITY PROCEDURES FORM

1. All unattended (even a few minutes) vehicles must have all windows and doors completely closed and locked. Vehicles that can not be locked will not be allowed on campus.
2. All tools not in actual use must be secured at all times within locked tool boxes or job boxes.
3. All ladders, ropes, chains, heavy extension cords, and any other device that can be used for climbing (to include air hoses, hose pipes, etc...) must be secured inside of locked boxes or vehicles. Ladders not in use must be securely chained to vehicles.
4. All work areas will be completely enclosed within a chain link fence (8 ft. high) and any open ditches or trenches will be enclosed with reflective barriers or fence.
5. The work area will be kept clean of trash or work by products that could be used as a weapon or tool to facilitate escape, should it fall into the hands of students. At the close of each work day the work area will be inspected by security.
6. Work crews will not make contact with students for any reason. Should students try to establish contact with work crews, security should be called at once.
7. No type of weapons are allowed on campus. Violators will be charged with criminal charges.
8. No alcohol or drugs of any type are allowed on campus. Violators will be charged with criminal charges.
9. All persons on a DYS campus are held responsible for the control of any tobacco products they may use. Anyone who allows students access to tobacco products will be removed from campus.
10. Should any tools or equipment become misplaced or lost, it must be reported to security at once.
11. No equipment or vehicle may be left on campus overnight or on weekends without the approval of the campus superintendent, and Department of Chief of Security.
12. All vehicles (private or vendor) and the work area are subject to security inspection or search at any time.
13. All contracted employees are subject to criminal background checks by the Alabama Department of Youth Services and are granted access to work within the facilities based only after such background checks are completed and approved.

The contractor shall make a good faith effort to maintain a safe workplace through implementation and insuring at all workers are knowledgeable of all of the above, but not limited herein, in this certificate.

Company: _____
Address: _____
City: _____ State _____ Zip Code: _____
Telephone: _____ Fax: _____
Email: _____
Authorized Representative: _____ Title: _____
Authorized Representative Signature: _____
The forgoing instrument was acknowledged before me this _____ day of _____,
By _____ as _____ (Title)
Of _____ who is known to me to be the person described herein, who
produced _____ as identification.

NOTARY PUBLIC

SEAL

(Signature)

(Print Name) My Commission Expires: _____

APPENDIX G: DYS CAMPUSES AND SCHOOLS ADDRESSES

Wallace Annex IV – Autauga Campus
PO Box 671, 1601 County Rd. 57, Prattville, AL 36067

L.B. Wallace School – Mt. Meigs Complex
PO Box 66, 1000 Industrial School Rd, Mt. Meigs, AL 36057

McNeel School – Vacca Campus
8950 Roebuck Blvd., Birmingham, AL 35206

APPENDIX H: DYS CONTRACT FACILITIES

A current list of DYS contract facilities can be located at http://www.dys.alabama.gov/contract_facilities.html.

APPENDIX I: COST PROPOSAL

1. Fixed Hourly Rate:

Face to Face Services _____

Video Conferencing _____

**2. Is there a Billing and Tracking system in place to accurately detail all the cost for services?
Detail the logistics of the Billing system.**

Confirm _____

Deny _____

3. Are there Travel expenses? Detail all the cost for services.

3. What County/Counties can services be rendered?

	Select the County or Counties		Select the County or Counties
ALL 67 Alabama Counties		Henry County	
Autauga County		Houston County	
Baldwin County		Jackson County	
Barbour County		Jefferson County	
Bibb County		Lamar County	
Blount County		Lauderdale County	
Bullock County		Lawrence County	
Butler County		Lee County	
Calhoun County		Limestone County	
Chambers County		Lowndes County	
Cherokee County		Macon County	
Chilton County		Madison County	
Choctaw County		Marengo County	
Clarke County		Marion County	
Clay County		Marshall County	
Cleburne County		Mobile County	
Coffee County		Monroe County	
Colbert County		Montgomery County	
Conecuh County		Morgan County	
Coosa County		Perry County	
Covington County		Pickens County	
Crenshaw County		Pike County	
Cullman County		Randolph County	
Dale County		Russell County	
Dallas County		Shelby County	
DeKalb County		St. Clair County	
Elmore County		Sumter County	
Escambia County		Talladega County	
Etowah County		Tallapoosa County	
Fayette County		Tuscaloosa County	
Franklin County		Walker County	
Geneva County		Washington County	
Greene County		Wilcox County	
Hale County		Winston County	

If necessary, use additional sheets to further explain details the Vendor’s cost.

APPENDIX J: CATEGORY OR CATEGORIES

Applying for what category or categories:

SECTION 1A: SCOPE OF PROJECT – Speech and Language Therapy Services