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PHYSICAL LOCATION
Montgomery County
Administrative Building, Annex III
101 S. Lawrence Street
Montgomery, AL 36104

PURCHASING DEPARTMENT

P.O. BOX 1667
MONTGOMERY, ALABAMA 36102-1667

REQUEST FOR PROPOSAL
to Manage and Operate
Community-Based Adolescent Alternative Program
RFP #52601-23P-022

RFP Issue Date:	Letter of Intent to Submit Due Date:	RFP Due Date:
August 4, 2023	August 14, 2023	August 25, 2023 10:00 A.M. CST

The Montgomery County Commission solicits proposals for the management and operation of a community day service and/or treatment program for the purpose of reducing recidivism and the number of juvenile offenders committed to the Alabama Department of Youth Services (DYS). This program will be known as Davis Transitions (DT), consisting of a Transitions Program, with an aftercare component, and a Parent Project Program.

Questions regarding this Request for Proposal (RFP) should be directed to Khristie Davis, Purchasing Department, Montgomery County Administrative Building, Annex III, 101 South Lawrence Street, Montgomery, Alabama, 36104, phone number (334) 832-1267.

Florence M. Cauthen
County Administrator

EXECUTIVE SUMMARY

The Montgomery County Commission (hereinafter referred to as "Montgomery County") and the Juvenile Court of Montgomery County, Alabama will contract for the management and operation of a community day service and treatment program for the purpose of reducing recidivism and the number of juveniles committed to the Department of Youth Services (hereinafter referred to as "DYS"). This program is to be known as Davis Transitions (hereinafter referred to as the "DT"), including a case management tracking program for transitioning purposes, with an aftercare component, and a parenting project program.

The primary goal of DT is to provide a local community-based alternative for male and female juvenile offenders ranging from twelve (12) to eighteen (18) years old that will reduce recidivism and commitments to the DYS. For each service and treatment cycle, DT will serve approximately thirty-six (36) juvenile offenders through the Transitions Program, with an aftercare component, and up to twelve (12) parents, depending on enrollment, through the parenting project program. The successful Provider will be expected to utilize empirically supported models and interventions.

Based on funding from the Alabama State Legislature, anticipated yearly funding is projected to be four hundred ninety thousand dollars (\$490,000) for fiscal year 2024. Therefore, the successful Provider will receive state funding for approximately four hundred ninety thousand dollars (\$490,000), flowing through Montgomery County from October 1, 2023 – September 30, 2024. The successful Provider shall be expected to seek Medicaid funding to augment and improve provided services and/or treatment. The successful Provider will receive local, in-kind, infrastructure services.

Montgomery County is soliciting proposals for the management and operation of DT, including the care and management of physical structures (i.e., modular buildings and/or on-site buildings/structures) used for the services and treatments. Montgomery County anticipates the award of a one-year contract. Assuming normal annual appropriations and satisfactory contract performance after the first (1st) year of operation, Montgomery County may, at its sole discretion, extend the contract for two (2) years in one (1) year periods.

Potential providers should note the following important deadlines and requirements:

- The deadline for receipt of the **Letter of Intent to Submit Proposal** shall be no later than **August 14, 2023, at 5:00 PM CST**. The Letter of Intent must be delivered to Khristie Davis, Purchasing Department, Montgomery County Administrative Building Annex III, 101 South Lawrence Street, Montgomery, Alabama 36104.
- The deadline for receipt of one (1) **original and five copies of a full and complete proposal** shall be **August 25, 2023, at 10:00 AM CST**. The proposal must be delivered to Khristie Davis, Purchasing Department, Montgomery County Administrative Building Annex III, 101 South Lawrence Street, Montgomery, Alabama 36104.

- Montgomery County anticipates announcing contract award, with negotiations to commence, as soon as practical after September 19, 2023
- **October 1, 2023**, is the anticipated start date for DT.

DEFINITIONS:

1. **Affirmative Action Policy:** A policy adopted by a contractor that is in full compliance with applicable provisions of federal and state law that ensures equal opportunity in the areas of employee selection, retention, rate of pay, demotion, transfer, layoff, termination, and promotion, regardless of age, disabilities, race, religion, sex, or ethnic origin.
2. **Juvenile Delinquent:** A person under eighteen (18) years old, who has been adjudicated delinquent by a court of competent jurisdiction on the basis of commission of an act or omission to act that would have constituted a crime had the person been eighteen (18) years old or older at the time of the act or omission.
3. **Unforeseen Circumstances:** Those acts of occurrences, beyond the reasonable contemplation of Montgomery County or the successful Provider that materially alter the financial conditions upon which the contract is based.
4. **The Program:** DT is designed to eliminate or reduce juvenile offender recidivism, including commitments to the DYS, and to facilitate conformity to societal laws and norms. Therefore, DT will serve as an intervention program that will continuously involve juvenile delinquents in a high degree of community-based activities, structured daily activities, discipline, and daily individual and group counseling. DT will include community service and aftercare, GED prep, job placement, job readiness skill development, family counseling through the parent project, and written individual service and treatment plan. The primary goal will remain to reduce delinquency and recidivism, giving the juvenile offenders and their families better opportunities to live more productive and successful lives.

Section I: GENERAL INFORMATION AND REQUIREMENTS

1. Montgomery County has the authority to enter into a contract with any private person, group, organization or agency that is capable of contracting for needed services and treatment. A detailed contract for services and treatments will be negotiated with the successful Provider after the project is awarded.
2. Nothing in the Request for Proposal (RFP) shall establish a legal obligation for Montgomery County to enter into a contract for services and treatments with any provider. If no qualified proposal is received, Montgomery County may terminate the procurement effort, amend the RFP in whole or in part, or extend the deadline for submission of

proposals by a period of not more than thirty (30) days.

3. The Public Records Act of 1975 requires public availability of all materials submitted by the selected provider related to the RFP. Thus, pursuant to the Alabama Public Records Act, Code of Alabama 1975, §§36-12-40, and 36-12-41 all materials submitted by a potential provider in response to RFP shall become public records that will be available for inspection immediately following the announcement of the identity of the selected provider.
4. Potential providers must submit a written notice of their intent to submit responses to the RFP. The written notice, which must clearly identify the RFP by name, must be received by Khristie Davis, Purchasing Department, Montgomery County Commission Administrative Building, Annex III, 101 South Lawrence Street, Montgomery, Alabama 36104 **no later than August 14, 2023, 5:00 PM CST. Failure to comply with this notice requirement shall disallow the consideration of any proposal subsequently submitted by potential provider.**
5. The deadline for receipt of proposals shall be no later than **August 25, 2023, 10:00 AM, CST**. One (1) original and five (5) copies of each proposal shall be delivered to Khristie Davis, Purchasing Department, Montgomery County Administrative Building Annex III, 101 South Lawrence Street, Montgomery, Alabama 36104.
6. **September 19, 2023**, or thereabout, shall be the date that Montgomery County will announce the results of the proposal evaluation process.
7. **October 1, 2023**, shall be the commencement date for services and treatments, to include the successful Provider being required to have trained staff on duty to be rendered to participating juvenile offenders.
8. All proposals must contain a suitable affirmative action policy to be adopted by potential provider. The policy must comply with all applicable state and federal legal requirements.
9. All proposals must contain a suitable plan for compliance with the Americans with Disabilities Act (ADA) of 1990.
10. Any proposal that anticipates reliance on a subcontractor for one or more of the services and treatments required in the RFP must contain a clear notice of intent to subcontract. A description of the services and treatments for which a subcontract is deemed to be appropriate. A written commitment from the proposed subcontractor that the services and treatments described will be provided at a cost equal to the cost established in the proposal. Proof of the subcontractor's qualifications and credentials.
11. All proposals shall provide for suitable liability and workmen's compensation insurance, which will be the responsibility of the successful Provider. Further, all proposals shall agree to indemnify, defend, and hold harmless the State of Alabama,

Montgomery County Commission, Montgomery County Juvenile Court, and Montgomery County Youth Facility, as well as all officers, agents, and employees of the aforementioned entities from any lawsuit, action, claim, or demand of any description whatsoever for losses or damages arising directly or indirectly from, or in connection with the continued operation, care and maintenance of DT. This agreement to indemnify, defend, and hold harmless shall not apply to any lawsuit, action, claim or demand for losses or damages arising from any independent action or omission of any person or entity other than the successful Provider or any subcontractor for the successful Provider.

12. Successful Provider and any subcontractor(s) shall file the following insurance coverage and limited liability with the Purchasing Department before beginning work with Montgomery County:

General Liability

\$1,000,000 – Bodily injury and property damage combined occurrence
\$1,000,000 – Bodily injury and property damage combined aggregate
\$1,000,000 – Personal injury aggregate

Comprehensive form including premises/operation, products/completed operations contractual, independent contractors.

Broad form property damage and personal injury.

Automobile Liability

\$1,000,000 – Bodily injury and property damage combined coverage
Any automobile including hired and non-owned vehicles

Worker Compensation and Employers Liability

\$1,000,000 – Limited each occurrence

Umbrella Coverage

\$1,000,000 – Each occurrence
\$1,000,000 – Aggregate

13. The proposal preparation and submission costs are solely the responsibility of potential providers. Montgomery County shall not provide reimbursement for any such costs. Montgomery County, through Representative Ray Williams, Chief Juvenile Probation Officer (CJPO), The Juvenile Court of Montgomery County, Alabama, 1111 Airbase Boulevard, Montgomery, AL 36108-0219, (334) 240-2143, will provide information concerning the present on-site building.
14. Any contract resulting from this procurement shall be construed in accordance with the laws of the State of Alabama. Any legal proceedings against Montgomery County regarding the RFP or any resulting contract shall be brought in the appropriate administrative or legal forum in the State of Alabama, including arbitration. Venue shall be in Montgomery County, Alabama.

Section II: TERMS AND CONDITIONS

1. The successful Provider must provide a valid Medicaid number to the Family Court of Montgomery County, Alabama prior to commencing any program or servicing and treating any juvenile offender.
 - a. Payment for services and treatment will be on a monthly or quarterly basis as agreed upon by the parties. The successful Provider shall provide total and monthly costs for DT on a Cost Proposal Form.
 - b. The proposal must be supported by a twelve (12) month detailed budget.
 - c. The successful Provider will invoice Montgomery County each month in arrears for services and treatments provided.

Medicaid may be available for DT. In such a case, the Provider will be required to file accurate and timely monthly claims with the Alabama Medicaid Agency, following established procedures of said agency. All funds will be accounted for by the successful Provider and a detailed budget will be provided as to how the Medicaid funds are used to enhance DT. Failure to file accurate and timely claims may result in a delay of payment to the successful Provider.

2. The fiscal year 2024 contract period shall be for a period commencing on or about October 1, 2023, and expiring on or about September 30, 2024. Assuming normal annual appropriations and satisfactory contract performance after the first year of operation, Montgomery County may, at its sole discretion and option, extend this contract for two (2) years, in one (1) year periods.
3. During the original or any renewal term of the contract, any modification of the contract will be effective only if it is in writing and signed by all parties.
4. Any contract entered into between Montgomery County and the successful Provider shall be subject to termination if: (a) funding for the contract is not appropriated by the Alabama State Legislature; (b) there is a filing of a petition of bankruptcy by the successful Provider, or (c) either party gives thirty (30) days written notice of termination of the contract.

Section III: PROGRAM COMPONENTS AND REQUIREMENTS

1. Montgomery County has a need for the operation of DT, including the Transitions Program, with an aftercare component, and the Parent Project Program. Through this combination of programming, DT will enforce a structured and therapeutic service and treatment setting for juvenile offender participants. Therefore, DT will operate a nonresidential program that will utilize an identified physical structure for services and

treatment purposes. Employing a case-by-case basis, the Juvenile Court of Montgomery County, Alabama, (hereinafter referred to as the "Juvenile Court") will be able to assign medium to very high-risk juvenile offenders from ages twelve (12) to eighteen (18) years old to DT, as determined by a risk needs assessment.

2. The Juvenile Court believes that DT should not be utilized for every juvenile offender within the purview of the Juvenile Court. Instead, DT will be more ideal for juvenile offenders who have been unsuccessful in other less structured programs or who have been unable to meet other criteria specified by the Juvenile Court for various reasons. When DT utilizes the identified physical structure, the said juvenile offenders will engage in programming designed to reduce recidivism and commitment to the DYS while simultaneously increasing their chances of becoming viable members of their communities.
3. DT will provide transportation to the identified on-site building for juvenile offenders who face known transportation barriers and/or special needs. Under no circumstances will a juvenile offender participant's lack of transportation be an acceptable reason for that juvenile offender not to attend scheduled meeting times as expected. For each service and treatment cycle, DT will have the capacity to serve approximately thirty-six (36) juvenile offenders through the Transitions Program and up to twelve (12) parents, depending on enrollment, through the Parent Project Program. A juvenile offender's length of service and treatment at DT will depend on a variety of factors including progression in individual, group, and family counseling/therapy and progression through motivational, incentive-based level system revolving around the juvenile offender's recognized strengths and appropriate behavior.
4. The Transitions Program will provide individualized, supportive services for court-involved juvenile offenders that includes the juvenile offenders' families, schools, and communities. The Transitions Program will also assist juvenile offenders and their families with navigating the resources available to them in Montgomery County. The services that the Transitions Program provides will be tailored to address the unique set of problems and experiences for each juvenile offender and his or her family. A non-exhaustive list of services to be rendered through the Transitions Program will include tracking juvenile offender participants' progress, case management, community-based, school monitoring, and intervention team measures.
5. The parenting project program will provide services to parents of juvenile offenders, being adjudicated delinquent by the Juvenile Court, after the juvenile offenders have been released from the DYS and placed on aftercare as ordered by the Juvenile Court or when the Juvenile Court has ordered the juvenile offenders directly to DT. Either way, the Juvenile Court will order the said parent(s) to be made a party to the juvenile offender participant's case(s), with the parent(s) also being ordered to receive services at DT. The Parent Project will utilize the evident-based Parent Project model to address protective measures such as developing parenting skill deficits to enhance communication between juvenile offenders and their parents and reducing conflict between juvenile offenders and their parents, each for the purpose of improving the family setting. For each service and treatment cycle, DT will provide services and treatment for approximately twelve (12)

parents.

6. DT will be required to meet and maintain the DYS' minimum licensing standard for community day services and treatments of juvenile offenders.
7. DT will continue to provide, at a minimum, the components as described within this RFP.
8. The successful Provider is responsible for maintenance of a safe and sanitary residential environment, including groundskeeping and building maintenance.
9. The Provider, through appropriately credentialed staff, will provide written Individual Service Plans (ISP) for each juvenile offender participant. The said ISPs must be in accordance with existing court policies and meet Medicaid guidelines. All ISPs must be signed and approved at a minimum by the LPC credentialed staff for applicable juvenile offenders.
10. Each juvenile offender participant's basic needs must be a priority. Such needs must include a balanced diet, emergency medical and dental services, minimum educational requirements, transportation, and other related essentials.
11. Full and complete records will be maintained and available as a means of documenting the progress of juvenile offender participants in all areas of each program component.
12. Full and complete records will be maintained and available regarding all features of program administration, expenditures, management, maintenance, and staff training.
13. The successful Provider is strongly encouraged to propose innovative approaches for utilizing DT's concepts to address the needs of juvenile offenders both by provision of on-site services and treatments by the Provider and coordinating career and school services, in cooperation with community resources, and to achieve a balanced program that will provide intervention for said juvenile offenders, who might otherwise be committed to the DYS.
14. Juvenile offenders participating in DT must be attending an accredited educational program.
15. DT shall be a ninety (90) to one hundred forty (140) day program for participating juvenile offenders, followed by an aftercare component that may last up to ninety (90) days prior to full release from DT.
16. The Transitions Program shall be a minimum of eighteen (18) weeks.
17. The Parenting Project shall be a minimum of ten (10) weeks.
18. The successful Provider must provide proof of experience of operating a day service and treatment program, case management tracking program, and parenting project program.

19. The successful Provider must obtain and maintain a Medicaid number as well as obtain and maintain auditable clinical records that comply with Medicaid standards. The successful Provider agrees to the terms of the contract between the DYS and the Montgomery County as found in Attachment #1.
20. The successful Provider will be responsible for all costs of any vehicles used, including vans, and the insurance coverage for transporting juvenile offender participants to and from DT and any community activities, job shadowing, community service, etc.
21. The successful Provider will be responsible for initial Early and Periodic Screening and Treatment (EPSDT) for Medicaid purposes.
22. Approximately eight-four (84) juvenile offenders and parents are expected to go through the Transitions Program and the parenting project program annually.
23. The successful Provider shall be responsible for any repairs to the on-site building caused by juvenile offender participants. The MCYF shall be responsible for repairs caused to the on-site building and appliances due to acts of nature and/or normal wear. The MCYF is also responsible for trash collection, grease removal (if applicable), and pest control contracts.
24. The MCYF shall be responsible for the telephone system, electricity, water, sewer, and gas.
25. The successful Provider shall be ready to admit juvenile offender participants to DT on Monday, October 9, 2023. The successful Provider will be required to have staff on site at DT by October 2, 2023.
26. The special requirements for all proposals shall include the following:
 - a. The experience, education and training requirements of the successful Provider's staff shall continue to meet or exceed the requirements that Montgomery County would expect if the successful Provider were operating DT with county employees.
 - b. The successful Provider shall provide the Juvenile Court (i.e., through the Chief JPO and assigned Juvenile Probation Officers (JPO)) with written documentation on the progress of juvenile offender participants and on other critical related aspects regarding DT's operations as applicable. The successful Provider shall also continue to provide immediate notification to the Juvenile Court of any unusual incidents that may include but are not necessarily limited to: physical assaults, absent without leave (AWOL), accident causing injury to staff or any other juvenile offender participants, any significant damage caused by accidents, intentional acts, or any other cause.

27. The successful Provider must recruit and coordinate community service projects for DT juvenile offender participants.
28. The successful Provider shall coordinate job shadowing programs for DT juvenile offender participants.
29. When applicable, the successful Provider shall coordinate with the Juvenile Court assistance paid job sites for juvenile offender participants.

Section IV: PROPOSAL REQUIREMENTS

General Requirements: Proposals must include a title page which identifies the RFP by title and provides the name, business address, and telephone number of the potential provider.

- Proposals shall be printed on 20# 8-1/2 x 11-inch white paper.
- Proposals shall contain only materials that are directly relevant to the RFP.
- Proposals shall be divided into two (2) basic parts: the Technical Proposal, which is to include DT, Transitions Program, and Parent Project Program, and the Business Proposal.

Requirements for the Technical Proposal (80 Points total):

1. **Statement of Program Requirements (5 points of 80 points)** This portion of the technical proposal must demonstrate a clear understanding and grasp of the objectives that Montgomery County must pursue in efforts to provide for the delivery of services and treatments to troubled Montgomery juvenile offenders and the role the successful Provider will play in assisting to achieve those objectives. This portion of the proposal shall also demonstrate the successful Provider's specific awareness of the needs of the juvenile offender participants as well as the goals pursued by Montgomery County to attain a significant reduction of recidivism and commitments to the DYS by creating a continuum of care for said juvenile offenders.
2. **Proposed Approach (20 points of 80 points)** The proposed approach portion of the technical proposal is of vital importance and will provide the successful Provider with an opportunity to offer creative means of addressing any existing problems. Separate attention must be given to each major area of DT's components, operation and management. Attention must be given to the approach proposed to assure that the successful Provider's efforts will be subject to reliable and valid evaluation.
3. **Proposed Management Plan (20 points of 80 points)** Likewise, the proposed management plan portion of the technical proposal is of vital importance. The successful Provider must explain how the proposed approach will be translated into an actual

service delivery model. The management plan must include:

- a. A complete organizational chart.
 - b. An identification of each employee category.
 - c. The minimum qualifications and job descriptions of each employee category.
 - d. A contingency plan which describes how foreseeable emergencies (i.e., natural disasters, fires, employee strikes, data loss, data breaches, epidemics, outbreaks, pandemics, etc.) will be addressed and handled.
4. **Provider Experience and Qualification (35 points out of 80 points)** The successful Provider's experience and qualifications portion of the technical proposal has two (2) separate components:
- a. The successful Provider's relevant experience (25 of the 35 points allowable for this portion of the proposal).
 - b. The qualifications and experience of key project personnel (10 of the 35 points allowable for this portion of the technical proposal).

Requirements for the Business Proposal (20 points total):

The purpose served by the business proposal is two-fold:

- To establish DT total cost (before Medicaid reimbursement) are no more than four hundred ninety thousand dollars (\$490,000). This amount must include all programs.
- To establish that all features of the technical proposal and other requirements of the RFP can be handled effectively given the proposed use of financial resources provided in the business proposal.

Thus, potential Providers should be careful to establish the linkage between the business proposal and the other features of both the basic requirements of the RFP and the material included in their technical proposal. Furthermore, the basis for any computation must be clearly stated for reading or reviewing purposes.

1. **Employee Labor and Fringe Benefit Cost:** Labor and fringe benefit costs must be presented in a complete manner so that the basis for this cost component can be evaluated in terms relevant to the proposed approach and proposed management plan.
2. **Consultant Costs:** Proposals calling for consultants must provide a description of the anticipated consulting services and the means of establishing the cost of these services (e.g., "X" number of dollars per consulting day for "Y" days plus "Z" dollars) in related travel and per diem costs.
3. **Subcontracting Costs:** Proposals may anticipate subcontracting for one or more necessary services (e.g., food or transportation). In addition, requirements regarding subcontracts shall be clearly identified and explained in the business proposal.
4. **Insurance Cost:** (itemized). The successful Provider shall be prepared to insure physical and on-site facilities owned or leased by the successful Provider and other buildings/structures provided in-kind. The successful Provider will provide liability insurance (the State of Alabama requires one million dollars (\$1,000,000) per person, per incident).
5. **Supplies and Materials** (itemized)
6. **Travel and Per Diem Costs** (itemized and explained)
7. **Staff Training,** (itemized): is to include in-service training.
8. **Other Direct Costs** (itemized)
9. **Overhead and Administrative** (itemized and explained)
10. **Total Proposed Cost**
 - a. DT
 - b. Transitions Program
 - c. Parent Project Program

Section V: PROPOSAL REVIEW CRITERIA

All proposals received by Khristie Davis on or before August 25, 2023, 10:00 AM CST, shall be deemed timely and will be considered. No proposal submitted after the above-mentioned deadline will be accepted for review or consideration. All timely submissions will be screened to verify that all essential information required in this RFP has been provided.

All qualified proposals shall be submitted to the Proposal Review Committee (hereinafter referred to as the "Committee") for evaluation. Each member of the Committee shall independently evaluate each proposal according to the guidelines and criteria outlined above. The Committee shall make recommendations to Montgomery County. Subject to the qualifications established elsewhere in this RFP, negotiations will begin as soon as possible after the announcement of the successful Provider. Should the successful Provider's contract negotiations not be completed, Montgomery County reserves the right to begin negotiations with other qualified providers as established by the review process.

Complete this form and return it with your bid proposal. Should you choose not to bid at this time, please complete this form and forward back to our office as soon as possible. It is necessary that you check all categories that apply to your company.

Vendor Name: _____

Address: _____

Email Address: _____

Phone Number: _____

Fax Number: _____

Is the Company Minority Owned: _____ Yes _____ No

Is the Company Owned By: _____ Female _____ Male _____ Both

Is the Company Incorporated: _____ Yes _____ No

Ethnicity of Ownership:

_____ African American

_____ American Indian

_____ Asian American

_____ Caucasian

_____ Disabled

_____ Hispanic

_____ Other (Please Specify) _____

Official Signature

Printed Name and Title

Date: _____

RESPONSE FORM TO BE ATTACHED TO BID

Company Name _____

Federal I.D. # _____

Mailing Address _____

Phone Number _____

Email Address _____

Terms of Payment _____

Delivery Date _____

Official Signature

Printed Name and Title