



REQUEST FOR INFORMAL PROPOSAL (RFIP)

Solicitation Number: 0615-149

RFIP TITLE: Expert Consultation for Child Protective Matters

Issued By
STATE OF ALASKA
Department of Health & Social Services
350 Main Street, Room 125
Juneau, Alaska 99801-1149

Issue Date:
5-14-15

Closing Date:
5-25-15
3:30 PM Alaska Prevailing Time

Kathy Crenshaw
Procurement Officer
Phone: 907-465-6263
Fax: 907-465-6421
Email: kathryn.crenshaw@alaska.gov

Introduction

Term of Contract

The initial term of the contract will be 12 months, July 1, 2015 through June 30, 2016 with three (3) one (1) year renewals.

Contract Budget:

Department of Health and Social Services, Office of Children's Services, estimates a total budget of \$24,000 for the completion of this project. Proposals priced at more than \$24,000 will be considered non-responsive and be rejected.

Deadline for Receipt of Proposals and Addresses:

Offerors must submit one proposal or by mail. Proposals must reference in the address or email subject line the RFIP number and project name. Proposals must be received no later than 3:30 P.M., Alaska Time on 5/25/15 or the proposal will be considered non-responsive and be rejected.

Cost proposals must be submitted in a separate sealed envelope or be a separate attachment when submitting by email. No portion of the cost proposal shall be included within the body of the proposal.

If submitting a proposal via email, the technical proposal and cost proposal must be saved as separate PDF documents and emailed to hss.procurement.proposal@alaska.gov as separate, clearly labeled attachments, such as "Vendor A – Technical Proposal.pdf" and "Vendor A – Cost Proposal.pdf" (Vendor A is the name of the offeror). The email must contain the RFIP number in the subject line.

If submitting the proposal by mail the sealed package must be addressed as follows:

Alaska Department of Health & Social Services
Contract Support Team
Attention: Kathy Crenshaw
Request for Informal Proposal (RFIP) Number: **0615-149**
Project name: **Expert Consultation for Child Protective Matters**
350 Main Street, Room 125
Juneau, Alaska 99801-1149

Contact Person

Any technical or procedural questions regarding this RFIP should be addressed to the Procurement Officer using the contact information listed on the cover page of this document. All questions must be received in writing no later than 1:30 P.M., Alaska Time on 5/21/15. No further questions will be allowed after this date.

STANDARD PROPOSAL INFORMATION

Required Review

Offerors shall carefully review this solicitation without delay, for defects and questionable or objectionable matter. Questions, objections, or comments must be

brought to the attention of the Procurement Officer. A protest filed based upon any omission, error, or the context of the solicitation will be disallowed if not brought to the attention of the Procurement Officer prior to the scheduled RFIP closing date. Verbal contact must be followed up with written notification.

Conflict of Interest

Each proposal shall include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest (e.g., employed by the State of Alaska) and, if so, the nature of that conflict. The Commissioner, Department of Health and Social Services, reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the offeror. The Commissioner's determination regarding any questions of conflict of interest shall be final.

Current grantees that propose to provide technical assistance to a group of grantees will be precluded from submitting a proposal unless a written statement of refusal of grant funds is attached. All proposals submitted by current grantees must indicate that grant awards will not be accepted for the duration of the contract and/or any quarterly advance that has already been received will be returned upon award of contract. Proposals submitted by current grantees without this statement shall be deemed non-responsive.

Authorized Signature

An individual authorized to bind the offeror to the provisions of the RFIP must sign the proposal. By signing their proposal, the offeror certifies that the proposal remains valid for at least ninety (90) days from the proposal receipt deadline.

By signing the proposal, the offeror certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States. Failure to comply with this requirement may cause the state to reject the bid or proposal as non-responsive, or cancel the contract.

Aggrieved Respondents

An interested party shall attempt to informally resolve a dispute with the Procurement Officer. If the attempt is unsuccessful, the interested party may protest the solicitation or the award of a small procurement in accordance with Title 2 of the Alaska Administrative Code (AAC) 12.695.

ADA Certification

The State of Alaska complies with Title II of the Americans with Disabilities Act (ADA) of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to submit a proposal should call the Procurement Officer named above to make necessary arrangements.

By signing their proposal, the offeror certifies compliance with the ADA of 1990 and that program; services and activities provided to the general public on behalf of the

state under a contract resulting from this solicitation comply with the ADA of 1990, CFR, Part 35, Subpart B 35.130 of the federal government.

Business License

Offerors must have a valid Alaska Business License (ABL) or application on file for one, by the date of award in order to provide services in the State of Alaska. Offerors should contact the Department of Commerce, Community, and Economic Development, Division of Occupational Licensing, P.O. Box 110806, Juneau, Alaska 99811-0806, for information on these licenses.

Note: The Alaska Business License is not required if the vendor is located out of state and performs a service outside the State of Alaska.

Insurance Requirements

The successful offeror must provide proof of workers' compensation insurance prior to contract approval.

The successful offeror must secure the insurance coverage required by the state. The coverage must be satisfactory to the Department of Administration Division of Risk Management. An offeror's failure to provide evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

Offerors must review form APPENDIX B1 in the attached EXAMPLE –Standard Agreement, for details on required coverage. No alteration of these requirements will be permitted without prior written approval from the Department of Administration, Division of Risk Management.

Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

Expenditures from this contract may involve federal funds. The U.S. Department of Labor requires all state agencies that are expending federal funds to have a certification filed in the proposal (by the offeror) that they have not been debarred or suspended from doing business with the federal government. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions **(included in this document) must be completed and submitted with your proposal.**

<https://www.epls.gov/>

STANDARD CONTRACT INFORMATION

Contract Approval

This RFIP does not obligate the state until a contract is signed and approved by both parties. If approved, it is effective from the date of approval by the DHSS. The state shall not be responsible for work done, even in good faith, prior to DHSS approval of the contract.

Nondisclosure and Confidentiality

Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The contractor shall hold as confidential and will use reasonable care (including administrative, physical and technological security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. "Reasonable care" means compliance by the contractor with all applicable federal and state law, including the Social Security Act, the Health Insurance Portability and Accountability Act ("HIPAA"), the Health Information Technology for Economical and Clinical Health Act ("HITECH Act"), and 45 C.F.R. Parts 160 and 164 ("Privacy and Security Rule"). The contractor must promptly notify the state in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

The contractor shall comply with the business associate requirements set forth in HIPAA, the HITECH Act, and the Privacy and Security Rule if the contractor will be using or will have access to the protected health information (as defined in 45 C.F.R. 160.103) of DHSS, as part of the services performed by the contractor. The contractor shall be required to agree to the terms of, and sign, the HIPAA Business Associate Agreement as a condition of this contract if the contractor will be using or will have access to the protected health information of DHSS, as part of the services performed by the contractor.

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the state or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is protected health information (as defined in 45 C.F.R. 160.103); or classified confidential as defined by State of Alaska classification and categorization guidelines (i) provided by the state to the contractor or a contractor agent or otherwise made available to the contractor or a contractor agent in connection with this contract, or (ii) acquired, obtained or learned by the contractor or a contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to: technology infrastructure, architecture, financial data, individually identifiable health information, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc).

If confidential information is requested to be disclosed by the contractor pursuant to a request received by a third party and such disclosure of the confidential information is required under applicable state or federal law, regulation, governmental or regulatory authority, the contractor may disclose the confidential information after providing the state with written notice of the requested disclosure (to the extent such notice to the state is permitted by applicable law) and giving the state opportunity to review the request. If the contractor receives no objection from the state, it may release the confidential information within 30 days. Notice of the requested disclosure of confidential information by the contractor must be provided

to the state within a reasonable time after the contractor's receipt of notice of the requested disclosure and, upon request of the state, shall seek to obtain legal protection from the release of the confidential information.

The following information shall not be considered confidential information: information previously known to be public information when received from the other party; information freely available to the general public; information which now is or hereafter becomes publicly known by other than a breach of confidentiality hereof; or information which is disclosed by a party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public.

Payment of Invoices

Invoices are to be mailed directly to the Contract Administrator at the address on the Standard Agreement Form (contract document). The state will pay all invoices within thirty (30) days of payment approval by the Project Director.

BACKGROUND, SCOPE AND LOCATION OF WORK

Background

The office of Children's Services is in need of expert consultation services with regards to complex child abuse and neglect cases. Expert child abuse consultation is necessary for Initial Assessment and Family Services staff to access when there are difficult and complex concerns and abuse occurring. Consultation will assist workers in making the most appropriate decisions and will provide clinical guidance for the more difficult and challenging issues.

Scope of Work

The Contractor will be responsible for the following deliverables:

1. Expert consultation on child abuse and neglect dynamics identified in cases managed through the Office of Children's Services (OCS). Consultation areas include but are not limited to child development, casework planning, and legal issues.
2. Conduct individual records to review, and/or facilitate team reviews on cases when requested.
3. Provide to the OCS a written summary of case consultations, inclusive of any recommendations within 30 days of the case consultation. The written summaries should be provided to the OCS worker and/or supervisor, with a copy of all information forwarded to the OCS Program Coordinator.
4. If expert testimony in court is requested or required, the contractor will notify the OCS Program Coordinator immediately and make arrangement with OCS prior to performing any testimony. Any case information relating to the testimony should be included in the written summaries forwarded to the OCS Program Coordinator.
5. Maintain a toll-free telephone number for use by the State of Alaska Office of the Children's Services, or individuals approved by the OCS to access these

- contracted services. The number will be provided to the OCS Program Coordinator for distribution to staff.
6. Complete and submit a yearly final report of services provided during the period of performance. This report is based on the state fiscal year of July 1 through June 30th. The final report will include, but is not limited to the following:
- a. Number of hours of service provided per call
 - b. Cost of services per call
 - c. Total number of hours of service provided
 - d. Total costs for services in the contract period
 - e. Total number of case consultation reports submitted
 - f. Total number of incidents where expert testimony is requested
 - g. Total number of hours for expert testimony
 - h. Total number of team reviews facilitated
 - i. Total number of hours for team review facilitation

Note: The discussion of legal issues is not to be construed as legal advice by the contractor and the contractor is not acting as legal counsel to the Department of Health and Social Services.

Location of Work

The location(s) the work is to be performed, completed and managed at the contractor's preferred work site. The state will not provide workspace for the contractor. The contractor must provide its own workspace.

By signature on their proposal, the offeror certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States.

If the offeror cannot certify that all work will be performed in the United States, the offeror must contact the procurement officer in writing to request a waiver at least 10 days prior to the deadline for receipt of proposals.

The request must include a detailed description of the portion of work that will be performed outside the United States, where, by whom, and the reason the waiver is necessary.

Failure to comply with this requirement or to obtain a waiver may cause the state to reject the proposal as non-responsive, or cancel the contract.

MINIMUM QUALIFICATIONS

In order for offers to be considered responsive offerors must provide evidence that they meet these minimum prior experience requirements.

Applicant must show in writing they are qualified to consult and testify as an expert in child protection. Qualification will be based on five (5) years experience of any combination of the following requirements with at least two (2) years actual field experience; education and training; professional accomplishments, recognition, and memberships; prior testimony as an expert; or familiarity with the relevant professional literature. Examples of expert witnesses include:

- Medical doctors who have expertise in the causes of physical injuries or conditions, such as spiral fractures, Shaken Baby Syndrome, failure to thrive, or Munchausen syndrome by proxy;
- Mental health professionals who can diagnose mental illness or can explain issues of bonding and attachment;
- Domestic violence specialists who have the expertise to explain the debilitating effects on a child of witnessing the physical abuse of a parent;
- Specialists in child sexual abuse or substance abuse.
- Specialists in childhood trauma and abuse and neglect.

Vendor must list the **page number(s)** showing that minimum responsiveness has been met. Evidence of meeting minimum prior experience must be shown in the Experience & Qualifications section of the offeror's proposal. **An offeror's failure to meet these minimum prior experience requirements will cause their proposal to be considered non-responsive and their proposal will be rejected.**

Note: Please provide the start and end dates, including month and year, in which the minimum requirements were satisfied.

EVALUATION CRITERIA

The total number of points used to score proposals is 100. All proposals will be reviewed to determine if they are responsive. They will then be evaluated using the criteria set out below.

Understanding of the Project (10 POINTS)

Understanding will be a ten percent (10%) evaluation factor. Offerors should provide a concise narrative statement that illustrates their understanding of the requirements of the project and the project schedule.

Methodology (15 POINTS)

Methodology will be a fifteen percent (15%) evaluation factor. Offerors should provide a concise narrative statement that sets out the methodology they intend to employ if awarded the contract, illustrating how this methodology will serve to accomplish the work and meet the state's project schedule.

Management Plan (15 POINTS)

Management Plan will be a fifteen percent (15%) evaluation factor. Offerors should provide a concise narrative statement that sets out the management plan they intend to follow, illustrating how this plan will serve to accomplish the work and meet the state's project schedule.

Experience & Qualifications (10 POINTS)

Experience and qualifications will be a ten percent (10%) evaluation factor. Proposals should demonstrate the applicable education and experience of the personnel designated to work on the project.

Cost (40 POINTS)

Cost will be a forty percent (40%) evaluation factor. The lowest priced proposal will receive the maximum number of points allocated to cost. Other proposals for cost point allocation will be determined by the following formula:

$$\frac{\text{Lowest Cost Proposal} \times \text{Maximum Points for Cost}}{\text{Cost of Each Higher Priced Proposal}} = \text{TOTAL POINTS for cost}$$

Alaska Offeror's Preference (10 POINTS)

If an offeror qualifies for the Alaska Bidder Preference, the offeror will also receive the Alaska Offeror's Preference. The preference will be ten percent (10%) of the total available points. This amount will be added to the overall score of each Alaska offeror after evaluation of proposals.

5% Alaskan Bidder Preference

An Alaska Bidder Preference of five percent will be applied prior to evaluation. The preference will be given to a person who:

- (a) holds a current Alaska business license and;
- (b) submits a proposal for goods or services under the name on the Alaska business license and;
- (c) has maintained a place of business within the state staffed by the offeror, or an employee of the offeror, for a period of six months immediately preceding the date of the proposal and;
- (d) is incorporated or qualified to do business under the laws of the state, is a sole proprietorship, and the proprietor is a resident of the state or is a partnership, and all partners are residents of the state and;
- (e) if a joint venture, is composed entirely of entities that qualify under (a)-(d) of this subsection.

5% Alaska Veteran Preference

An Alaska Veteran Preference of five percent will be applied prior to evaluation. The preference will be given to an offeror who qualifies under AS 36.30.170 (b) as an Alaska bidder and is a:

- (a) sole proprietorship owned by an Alaska veteran;

- (b) partnership under AS 32.06 or AS 32.11 if a majority of the partners are Alaska veterans;
- (c) limited liability company organized under AS 10.50 if a majority of the members are Alaska veterans; or
- (d) corporation that is wholly owned by individuals and a majority of the individuals are Alaska veterans.

In order to receive the Alaska Veteran Preference, proposals must include a statement certifying that the offeror is eligible to receive the Alaska Veteran Preference.

PROPOSAL FORMAT AND CONTENT

The Department wishes to discourage unnecessarily lengthy and costly proposal preparation; however, all proposals must contain the following information in the following format. Proposals should be limited to the requested information and shall consist of six parts – Cover Letter, Understanding, Methodology, Management, Experience & Qualifications and Cost.

All pages must be consecutively numbered.

Cover Letter

An individual authorized to bind the offeror to the provisions of the RFIP **must** sign the proposal. The cover letter should contain the offeror's complete name, mailing address, email address, telephone number; a statement confirming that the proposal is valid for ninety (90) days from the closing date for receipt of proposals; a statement confirming that the offeror will comply with all provisions of the RFIP; if applicable, provide notice that the offeror qualifies as an Alaska Bidder; provide an Alaska Business License number or certificate (if applicable); and a statement relating to any perceived or potential conflict of interest.

Cost Proposal

The Cost Proposal must be submitted on the form provided in this document. **Only one copy of the Cost Proposal need be submitted and must be submitted in a separate, sealed envelope or as a separate e-mail attachment. No portion of the Cost Proposal shall be included within the body of the proposal. Failure to comply with this requirement may cause the state to reject the bid or proposal as non-responsive, or cancel the contract.**

Proposed cost not to exceed \$24,000.

COST PROPOSAL

Consultant Rate per hour (\$_____) x ____ (number of) hours = \$_____

This page must be completed and submitted with all offers and received by the State at the time and date set for receipt of proposals.

CHECKLIST

IMPORTANT NOTE TO OFFERORS: This checklist is provided to assist offerors and the Procurement Officer in addressing and/or locating specific requirements identified in the RFIP for the offeror's proposal. **Offerors must complete and return this form.** Completion of this form does not guarantee a declaration of responsiveness.

Offeror:

1. Evidence that the offeror holds a valid Alaska business license. (**Note:** Proof of business license is not required at time of proposal submission but is required prior to contract award if any of the services will take place in Alaska).

Evidence is provided on page #_____.

2. Evidence that the budget does not exceed \$24,000.00. (cost plan submitted separately)

Evidence is provided on page #_____.

3. Evidence that the offeror meets the minimum prior experience requirements.

Evidence is provided on page #_____.

4. Evidence that the proposal has been signed by an individual authorized to bind the offeror to the provisions of the RFIP.

Evidence is provided on page #_____.

5. Evidence that the offeror has included a conflict of interest statement in the proposal.

Evidence is provided on page #_____.

6. Evidence that offeror has signed and returned the *Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions* form.

Evidence is provided on page #_____.

Request for Informal Proposal Evaluation Sheet

RFIP #0615-149

Total Number of Points = 100

Evaluator Initials _____ Date _____

Proposal Company Name: _____

Understanding of the Project – 10 Points

- Did offeror provide a concise narrative statement that illustrates their understanding of the requirements of the project and the project schedule?

Comments:

Total Points for Understanding: _____

Methodology – 15 Points

- Did offeror provide a concise narrative statement that sets out the methodology they intend to employ if awarded the contract, illustrating how this methodology will serve to accomplish the work and meet the State's project schedule?

Comments:

Total Points for Methodology: _____

Management Plan – 15 Points

- Did offeror provide a concise narrative statement that sets out the management plan they intend to follow, illustrating how this plan will serve to accomplish the work and meet the State's project schedule.

Comments:

Total Points for Management Plan: _____

Experience and Qualifications – 10 Points

- Did offeror demonstrate the applicable education and experience of the personnel designated to work on the project?

Comments:

Total Points Experience: _____

Grand Total: _____

**Certification Regarding Debarment,
Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities.

The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS ON THE FOLLOWING PAGE WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

(1) The prospective recipient of Federal assistance funds certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this Proposal.

Name and Title of Authorized Representative

Signature

Date

Instructions for Certification

1. By signing and submitting this Proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this Proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "Proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this Proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment