THE ALABAMA BOARD OF EXAMINERS IN MARRIAGE AND FAMILY THERAPY

INVITATION TO BID – ADMINISTRATIVE SERVICES CONTRACT TO: PROVIDE ADMINISTRATIVE MANAGEMENT AND LOGISTICAL SUPPORT FOR THE ALABAMA BOARD OF EXAMINERS IN MARRIAGE AND FAMILY THERAPY.

You are invited to submit bids in accordance with the requirements of this solicitation as contained herein.

The bid must be signed by an authorized officer to bind the offer and shall contain a statement to the effect that the bid, if accepted, is effective at least sixty (60) days from the closing date for submission of bids. Bids must be identified as Administrative Services Contracts for the Alabama Board of Examiners in Marriage and Family Therapy. Neither the State of Alabama nor the Alabama Board of Examiners in Marriage and Family Therapy assumes responsibility for consideration of unmarked or incorrectly marked envelopes bearing bids.

This solicitation does not commit the State of Alabama or the Alabama Board of Examiners in Marriage and Family Therapy to award a contract, pay any costs incurred in the preparation of a bid, or procure or contract for the articles, goods or services proposed. The State of Alabama and the Board of Examiners in Marriage and Family Therapy reserve the right to accept or reject any or all bids received as a result of this request or to cancel this bid in its entirety or in part if it is in the best interest of the State of Alabama or the Alabama Board of Examiners in Marriage and Family Therapy to do so.

PART I GENERAL INFORMATION

1.0 Bids will be considered as specified herein or attached hereto under the terms and conditions of this proposal.

2.0 Bids must be made in the official name of the firm or individual under which business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company or corporation submitting the proposal.

3.0 Offers are to include all applicable requested information and are encouraged to include any additional information the submitters wish to be considered.

4.0 The submittal is required to have the Invitation to Bid (ITB) number specified in the ITB, the name of the Alabama Board of Examiners in Marriage and Family Therapy, and the bid number and opening date printed on the envelope or wrapper containing the bid.

PART II INTRODUCTION

It is the intent of the State of Alabama and the Alabama Board of Examiners in Marriage and Family Therapy (herein referred to as the Board) to solicit bids for an Administrative Services Contract to provide administrative management and logistical support services to the Board.

PART III SCOPE OF WORK

The contractor will provide the following services:

1.0 Office Space and Communications

1.1 Office Facilities

1.1.1 Provide administrative offices and conference space for Board meetings and special meetings, as needed by the Board: facilities must be located within the city limits of Montgomery, Alabama and must provide accessibility for the handicapped. The Board reserves the right to visit and inspect all operations of the Contractor dedicated to the Board's business at any time during the Contractor's regular working hours.

1.1.2 Office facilities should include, but are not limited to, standard office equipment: desks, chairs, tables, etc.; computers; file server, copier machine; telephone system, and other equipment normally required to conduct such business.

1.2 Telephone, E-mail, Website and Other Communications Services

1.2.1 Contractor will provide information to the public on request in accordance with the Alabama Open Meetings Act, create a communication link between registrants and the Board, establish and maintain e-mail communication to all Board members, and establish and/or maintain the Board's website through the Department of ISD in a timely manner.

1.2.2 The Board will obtain a phone and fax line with the Contractor supplying equipment with service during regular business hours, exclusive of established state holidays; and a fax line to operate twenty-four (24) hours per day seven (7) days a week. The telephone number will be listed in the Montgomery, Alabama telephone directory under the Board's name.

1.2.3 P.O. Box obtained by the Board and in the Board's name through the main post office for Montgomery, Alabama. Mail will be checked daily Monday thru Friday, exclusive of State Holidays.

2.0 Correspondence and Records Concerning Applicants, Registrants, and Disciplinary Actions

The Contractor will act as the primary clearing house and repository for all correspondence, records, and actions of the Board.

2.1 Correspondence

The Contractor will receive all correspondence submitted in the name of the Board and provide access to such correspondence during regular business hours to authorized individuals, as determined by the Board and in accordance with the Alabama Sunshine Law, or its successor. The Contractor will provide secretarial services and routinely prepare responses to correspondence. Board correspondence requiring action by Board Members will be forwarded to the appropriate Board Member(s) in a manner to be determined by the Board.

2.2 Records

The Contractor will receive all applications for licensure and requests for renewal and provide access to these records during regular business hours to authorized individuals, as determined by the Board and in accordance with the Alabama Sunshine Law, or its successor. The Contractor shall:

2.2.1 Maintain a secure filing system with separate files for license classifications, disciplinary actions, and other categories as required. All filing cabinets for these records will be purchased as needed by the Board and become the property of the Board. Official records must be retained and maintained in accordance with state regulations and approved Records Disposition Authority (RDA) and the Disaster Recovery Plan approved by the Board.

2.2.2 Develop and maintain a system for record retention that ensures that confidential information will not be improperly released to unauthorized individuals or to the public at large in accordance with the Alabama Sunshine Law or its successor. The record retention system utilized by the Contractor shall be subject to the approval of the Board

2.2.3 Develop and maintain a Windows compatible database and word processing program capabilities from commercially available software for handling applications, licenses, renewals, and notices as required to ensure the proper operation of the Board. Use of other proprietary software programs or programs with limited availability will not be considered. All software programs purchased to support Board activities are the property of the Board. All records and databases generated by use of the aforementioned programs are the property of the Board.

2.2.4 Maintain records of complaints and Board investigations in a secure facility separate and apart from all other board records or correspondence.

Maintain individual records in database format for applications, annual renewals, continuing education data, and other information as required for all persons licensed by the Board. The Contractor

shall not disclose any information concerning any applicant's or licensee's file except as permitted under applicable law. Maintain database files(s) suitable for the preparation of a current and up-to-date electronic roster of licensees.

2.3 Security

Contractor must maintain a "clean desk policy" with respect to records of the Board. At the end of each workday, all correspondence, applicant's files, licensee files, and disciplinary files or records are to be re-filled and placed in a secure lockable file case or vault. In no instance should any applicant, licensee or disciplinary file be left out for any reason. Should any applicant file be removed from the Board office for any reason, a chain of custody document must be affixed to said file, and a transmittal certificate must be retained for that file by the Contractor in the Board office. The Contractor will maintain a security monitoring service for the office.

3.0 General Administrative Support

Contractor will function as the "Administrative Office" for the Board by providing these services:

3.0 The Contractor hereby agrees, represents and certifies that; the Contractor, its employees, agents, subcontractors and consultants have never been sanctioned under any federal or state fraud or abuse laws, and Consultant is unaware of any actual or threatened investigations, suit, or proceedings before any court or by any governmental or administrative body in progress which may have the likelihood of materially affecting the Contractor's right to employment. In the event Contractor receives any subsequent notice of an investigation, suit, or proceeding of any type pursuant to federal or state laws or regulations which may have the likelihood of materially affecting eligibility for employment, Contractor, will immediately notify the Chair of the Board and provide written explanation of the matter. Contactor further understands, agrees and

acknowledges that the Board may take additional action as it deems appropriate relating to Contractor's continued service to the Board as a result thereof.

3.1 Prepare and disseminate notices, agendas, and minutes for meetings of the Board in a timely manner and as required by law.

3.2 Provide administrative support necessary to ensure the proper operation of the Board, including but not limited to:

3.2.1 Handling and routing of general correspondence related to the operation and performance of the Board.

3.2.2 Handling complaints and applications for licensure, renewal, and reinstatement as specified in the laws or the rules and regulations of the Board. The contractor will approve standard applications as needed and/or as directed by the Board.

3.2.3 Compiling files and dossiers containing each applicant's application information, renewal applications, requests for reinstatement, and correspondence, together with any supporting data, to be considered by the Board. All files must be complete before being submitted to the Board for review.

3.2.4 Printing, updating, and distributing the most current correspondence of the Board to include notices for license renewals, application packets, licenses, directories, newsletters, handbooks, legal notices, etc.

3.2.5 Doing other work as may be necessary for the operation of the Board.

3.2.6 Cross referencing of applicants against the national disciplinary data base and submit disciplinary updates as required by the National Disciplinary Databank or its successor.

3.3 Act as custodian of all records of the Board. At least one copy of all computer records will be kept off-site at a secure facility to be determined by the Board. All computer records, including databases and correspondence, will be "backed-up" on a daily and weekly basis to ensure security and safety. One set of current weekly back-up copies will be kept off-site in a secure facility to be determined by the Board.

3.4 Receive all revenue due and owing to the Board in the form of license fees, application fee, or any other fees or payment in accordance with the laws and regulations of the State of Alabama and transmit funds to the State Treasurer on a timely basis.

3.5 Provide necessary bookkeeping services for the Board together with the State Finance Office. All vouchers and payments will be prepared for signature by the designated Board official in accordance with standard State auditing procedures. The accounting program and records are the property of the Board.

3.6 Prepare and submit a ~~quarterly~~ financial and activity report for review by the Board at regularly scheduled Board meetings. Should an audit be scheduled the Contractor will be responsible for providing all information requested by the Examiners of Public Accounts.

3.7 Prepare annual financial reports and plans as required by the State of Alabama; maintain a roster of licensees; record continuing education units (CEU's) for all licensees; post any other information as required by the Board in the performance of its duties for each registrant's file; keep registrants informed as to their status before the Board; and perform other tasks as requested by the Board.

3.8 Comply with all End of Fiscal Year Procedures for the State of Alabama.

3.9 Work with the following Departments (and/or their successors) to comply with all State Requirements for Boards: Department of Purchasing, Department of Archives and History, Alabama Department of Environmental Management, Division of Risk Management, Information Services Division, Alabama Interactive, Legislative Reference Service, State Treasurer, State Comptroller, State Auditor, Budgeting Office, and Board of Examiners of Public Accounts, etc.

3.10 Submit Reports to the State as required.

3.11 Work to comply with all State procedures and to keep current on any procedural changes and/or requirements.

3.12 Track expiration dates for all Board contracts.

3.13 Submit legal contracts to the Contract Review Committee or its successor as required and represent the Board at these Meetings in answering any questions the committee may have pertaining to these contracts.

3.14 Submit changes in legislation and/or the rules and regulations of the Board to the Legislative Reference Service in accordance with state law and as voted on by the Board.

3.15 Review any changes to Rules and Regulations and/or Statute as needed.

3.16 Be available to the legislature to answer any questions pertaining to the Board.

3.17 Be present at any legislative committee meetings pertaining specifically to the Board and answer any questions on behalf of the Board.

3.18 Monitor Sunset legislation and keep the Board informed of its progression.

3.19 Monitor legislation affecting State Boards and keep the Board informed.

3.20 Coordinate licensure examinations and related correspondence with the Professional Examination Service, or its successor.

3.21 Develop and/or update Board forms as needed.

3.22 Notify appointing and nominating authorities of any Board vacancies and Board membership requirements. Multiple notifications will not be required of the Contractor.

3.23 Notify Board upon notice of Board Appointments from the Governor's Office.

3.24 Contractor will coordinate any communication with the Alabama Association of Marriage and Family Therapy with the sitting Chair for the Board. The Board Chair will serve as a Laison between the Board and the Association for both incoming and outgoing communication.

3.25 Provide investigative services as needed for consumer complaints. The contractor will be responsible for hiring and firing of investigator. The Board will cover any travel expenses incurred by the investigator at the state approved mileage rate. Any travel expenses submitted for payment by the Investigator will be in compliance with the State Comptroller's Policy and Procedures and State law regarding travel.

3.26 Conduct new Board member orientation and prepare packet.

3.27 Notify Board members of annual deadline for filing Statement of Economic Interest Forms.

3.28 Notify Board members of annual meeting dates for AMFTRB and Board Member Training provided by the Board of Examiners of Public Accounts.

3.29 Update AMFTRB Membership information and complete AMFTRB surveys as needed.

3.30 Travel and run errands as needed for the Board. Any travel expenses submitted for payment by Staff will be in compliance with the State Comptroller's Policy and Procedures and State law regarding travel.

3.31 Perform other duties as requested and agreed upon by the Board, i.e., provide logistical support for conference planning and regular and emergency meetings of the Board, and any other work necessary to ensure the continued operation of the Board.

PART IV COMPENSATION AND EXPENSES

1.0 Base Service Load

~~1.1~~ Submitters shall have an office open to conduct Board business (during reasonable and established business hours) a minimum of thirty-five (35) hours per week (140 hours per month), with the exception of established State holidays. A monthly fee should be stated for this proposed base load on a monthly and annual basis.

2.0 Invoice for Payment

2.1 Payment will be approved by the Board for services performed upon submittal of a monthly invoice.

2.2 Payment shall be made only to the Contractor, and the Board shall have no obligation to any other person or corporation for expenses incurred by the Contractor. The Contractor has no authority to make any contracts, oral or written, in the name of the Board.

3.0 Items or Expenses not Covered by Contractor

3.1 The Contractor shall not be expected to fund the cost of the following:

3.1.1. Postage for correspondence sent in the routine conduct of the Board's business.

3.1.2. Board letterhead, envelopes, applications, newsletters or any other printed material distributed by the Board.

3.1.3. Copies made specific to the Board.

3.1.4. Board member liability insurance provided through the State Department of Finance, Division of Risk Management.

3.1.5. Travel expenses for Board Members (and Staff if it is outside the City Limits of Montgomery).

3.1.6. Charges from ISD for web site services provided to the Board, charges from the State Department of Finance for processing vouchers, reports, etc., or charges from the Legislative Reference Service.

3.1.7. P.O. Box Rental in the Board's Name.

3.1.8. Telephone and Fax Line in the Board's Name.

3.1.9. Databases specifically developed for and owned by the Board.

3.1.10. Office Supplies specific to the Board (i.e., file folders, meeting materials).

3.1.11. Any other services outside the scope of services specified herein, as requested by the Board and/or approved by the Board at a duly held public meeting and recorded in the Board's official minutes.

PART V INDEPENDENT CONTRACTORS

1.0 INTRODUCTION

The Contractor is an independent contractor; neither the Contractor nor its agents or employees shall be deemed employees of the State of Alabama or of the Alabama Board of Examiners in Marriage and Family Therapy. The Contractor (owner of firm) shall be a fulltime management firm with at least ten years experience as a professional regulator including experience initiating and maintaining professional licensure boards, hold a Bachelor's Degree from an accredited four-year institution (a degree in Marriage and Family Therapy, Counseling, or Psychology preferred), and possess a working knowledge of the laws affecting health related state boards in the State of Alabama. Experience in Marriage and Family Therapy regulation is preferred. The Contractor shall further have no criminal history or vendor complaints filed with the Alabama Department of Purchasing. The contractor shall have no power or authority to

bind or otherwise obligate the Board in any manner, except that the Board shall make payment to the Contractor for the services and expenses incurred as provided herein.

2.0 Conflicts of Interest

The Contractor for the Board shall provide professional services utilizing the highest ethical standards and in accordance with state law. The Contractor should take special care to avoid any conflicts of interest in providing these services.

3.0 Status

It is understood that neither the Contractor nor its employees are state employees and, as such, are not entitled to the privileges or benefits of the State Merit System under the contract.

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute or Constitutional provision or amendment either in effect or which may, during the course of this contract be enacted, then that conflicting provision in the contract shall be deemed null and void. The Contractor's sole remedy for settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

For any and all disputes arising under the terms of this contract, the parties hereto agree in compliance with the recommendations of the Governor and the Attorney General when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to mediation by and through the Attorney General's Office of Administrative Hearings or where appropriate, private mediators.

PART VI CONTRACT TERM

1.0 Contract Term

1.1 This contract shall be for a term of three (5) years, beginning October 1, 2013, and shall expire on September 30, 2018. It is understood by both parties that this administrative services contract may be terminated at any time by either party upon 60 days written notice to the other party.

1.2 The provisions, conditions, and terms of this contract are dependent upon the availability of funds to the Board. After the initial (12) month term, the Board reserves the right to negotiate up to a maximum of five (5%) percent increase or decrease in the contract price for each of the four subsequent state fiscal years. In the event that insufficient funds are available for the services requested herein, termination or reduction of work effort may be required of the Contractor.

PART VIII PROPOSAL CONTENT

1.0 Content

Each bid must be submitted in writing and include the following:

1.1. A summary of the Submitter's experience in providing administrative and logistical support services and education.

1.2. A statement of the qualification and related experience of the personnel who will perform the services.

1.3. A description of the management system to be utilized by the Contractor, to include a security system to protect the Board's files and records.

1.4. A statement indicating which computer database, word processing, and accounting systems will be used for maintaining and managing the Board's records.

1.5. A description of the Submitter's physical facilities and equipment available to the Board.

1.6. Submitter's monthly fee for base load services.