

**REQUEST FOR PROPOSAL
ON AN ADMINISTRATIVE SERVICES CONTRACT TO
PROVIDE ADMINISTRATIVE MANAGEMENT AND LOGISTICAL SUPPORT FOR
THE ALABAMA BOARD OF EXAMINERS IN COUNSELING**

PART I INTRODUCTION

The Alabama Board of Examiners in Counseling (herein as referred to as “the Board”) is a state regulatory board whose purpose is to license and regulate Professional Counselors in the state and to protect the people of Alabama by ensuring professional counselors are qualified and competent practitioners. The board establishes qualifications for licensure, as well as the ethical standards to practice as a professional counselor in the state. The Board is committed to respecting the client’s dignity and promoting the client’s welfare in the professional counseling/client relationship. There are currently over 4,400 active licensees of the board. The board is the sole state authority to:

- (1) Prepare or approve all examinations of applicants for licensure as Licensed Professional Counselors and Associate Licensed Counselors.
- (2) Determine the qualifications of a Licensed Professional Counselor and an Associate Licensed Counselor.
- (3) Issue licenses to those qualified as Licensed Professional Counselors and an Associate Licensed Counselors.
- (4) Provide for the investigation of written complaints filed with the Board concerning alleged violations of Ala. Code § 34-8A-1, et seq., the Board’s Code of Ethics and Standards of Practice, and/or any rules adopted by the Board, and
- (5) Discipline licensees who violate Ala. Code § 34-8A-1, et seq., the Code of Ethics and Standards of Practice, and/or any rules adopted by the Board.

PART II GENERAL INFORMATION

It is the intent of the State of Alabama and the Alabama Board of Examiners in Counseling to solicit proposals from Contractors for an Administrative Services Contract to provide administrative, management, and logistical support services for the Board. Proposals are to include all applicable requested information and Contractors are encouraged to include any additional information they wish to be considered.

Proposals will be considered as specified herein or attached hereto under the terms and

conditions of this Request for Proposal (RFP).

Proposals must be made in the official name of the firm or individual Contractor under which business is conducted, show the official business address, and must be signed in ink by a person duly authorized to legally bind the contracting person or business entity submitting the bid.

Prior to submission of the proposal, proposing Contractors shall have at least five years of experience as a professional administrator, manager, and/or logistical support manager and possess a working knowledge of the laws affecting licensing boards in the State of Alabama.

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

Proposing Contractors shall have all the requirements in place to be inspected by the Board or Representatives of the Board when the proposal is submitted.

Proposing Contractors shall not be a licensee of the Board.

Proposing Contractors shall understand professional counseling licensing and regulation to represent the Board at association meetings involving the professional counseling profession and federal, state and local authorities.

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 office space and on-site conference space for meetings and special meetings, as needed by the Board. Facilities preferably will be in the Montgomery metropolitan area 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 normally required to conduct the business of the Board, such as desks, chairs, tables, computers, copiers, file cabinets, copiers, and other equipment.

1.2 Telephone, E-mail, and Other Communications Services

1.2.1 Contractor will provide information to the public on request in accordance with state law, create a communication link between licensees and the Board, establish and maintain e-mail communication, and maintain the Board's website in a timely manner. The ability for licensees to renew online is required.

1.2.2 Contractor will provide and maintain an application suitable to the Board to provide and distribute messages to licensees on an electronic mailing list.

1.2.3 Contractor will provide, maintain, and pay for a dedicated telephone and fax line in the name of the Board in the Contractor's office with service during regular business hours and a minimum of 8:30 AM to 4:30 PM local time Monday through Friday, exclusive of established state holidays. The FAX line is to operate 24 hours per day, seven days a week. The telephone number will be listed on the Board's web site and searchable databases under the name "ALABAMA BOARD OF EXAMINERS IN COUNSELING". The telephone and FAX numbers will remain the same, regardless of who the Contractor might be.

1.2.4 Website and email services will be paid by the Board via the Office of Information Technology, State of Alabama.

1.2.5 Contractor will maintain a mailing address through the United States Postal Service, in the name of the "ALABAMA BOARD OF EXAMINERS IN COUNSELING." Mail will be checked regularly. The Board will be responsible for postal and mailing costs associated with sending and receiving mail.

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

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

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 state law. The Contractor will provide secretarial services and routinely prepare responses to correspondence. Board correspondence requiring action by the Board will be forwarded to the appropriate Board Division or the entire Board.

2.2 Records

The Contractor will receive all applications for licensure, registration, and requests for renewal and provide access to these records during regular business hours to authorized individuals, as determined by state law. The Contractor shall:

2.2.1 Maintain a secure filing system with separate files for license classifications, disciplinary actions, and other categories as required. Official records must be retained and maintained in accordance with state law. A physical filing system must accommodate at least 100 cubic feet of documents unless the required documents and information is securely stored in an online program acceptable to 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. The record retention system utilized by the Contractor shall be subject to the approval of the Board.

2.2.3 Develop and maintain a database and word processing program capabilities from commercially available software for handling various activities as required to ensure the proper operation of the Board. All software programs purchased to support Board activities are the property of the Board. All records and databases generated by use of the programs are the property of the Board. All computer records, including databases and correspondence, shall be "backed-up" on a daily basis.

2.2.4 Maintain records of complaints and Board investigations in a secure manner with a record-keeping system separate and apart from all other Board records or correspondence.

2.2.5 Maintain individual records in database format for applications, annual renewals, 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 required to or directed by, Board members, or as required under state or federal law.

2.2.6 Maintain database file(s) suitable for the preparation of an annual directory of all licensees.

2.3 Security

All applicant, licensee, and disciplinary files should be protected from unauthorized acquisition and/or surreptitious leaks. Should any applicant, licensee or disciplinary file be removed from the Board's possession, except for files involved in an investigation, a chain of custody document must be affixed to said file, and a transmittal record must be retained by the Contractor for that file.

3.0 General Administrative Support

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

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 responding to 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.

3.2.3 Developing, processing and evaluating applications for the licensing of Licensed Professional Counselors and Associate Licensed Counselors on an annual basis.

3.2.4 Issuing licenses to qualified individuals on a continuous, regular basis.

3.2.5 Providing a receptionist to greet office visitors and provide incoming telephone call services.

- 3.2.6 Receiving complaints and disseminating to the proper Board staff person or legal counsel for appropriate action
 - 3.2.7 Identifying violations, coordinating investigations, and documenting non-compliance with Board law and regulations, and collecting and depositing monetary penalties and fines levied by the Board.
 - 3.2.8 Coordinating Board hearings and litigation with the Office of the Attorney General, any specially Appointed Attorney General, Board General Counsel or Board hearing officer.
 - 3.2.9 Providing meeting space to conduct Board meetings in accordance with state law, setting meeting dates, and arranging the agenda with the aid of the Board Chair.
 - 3.2.10 Providing and maintaining electronic capabilities for virtual participation in meetings.
 - 3.2.11 Providing investigative services and personnel for the investigation of written complaints and allegations concerning violations of the laws, or rules.
 - 3.2.12 Reviewing, summarizing, and presenting to the Board requests for approval of certified training courses and programs, including those programs for continuing education. When applicable, inform the course providers of the Board's decision regarding their request.
 - 3.2.13 Compiling individual applicants' files containing each application or request, vitae, and correspondence, together with supporting data, for Board review and consideration. All files must be complete before being submitted to the Board for review.
 - 3.2.14 Performing other tasks as may be necessary for the operation of the Board.
- 3.3 Perform as Treasurer for the Board and receive all revenue due and owing to the Board in the form of license fees, application fees, fines and penalties or any other fees in accordance with the laws and regulations of the State of Alabama and transmit such funds to the State Treasurer on a timely basis. A minimum of three years' experience in bookkeeping is required.
 - 3.4 Submit requests for expense reimbursement to the appropriate office in a timely manner in accordance with the laws of the State of Alabama.
 - 3.5 All deposits and payments will be prepared in accordance with the Department of Finance requirements for State Boards. Accounting records generated by these procedures are the property of the Board.

- 3.6 Establish an independent set of accounting records in accordance with the laws and regulations of the State of Alabama and, together with the State Finance Office, provide necessary bookkeeping services for the Board. All vouchers and payments will be prepared for signature by the designated official in accordance with the standard State auditing procedures. All financial records pertaining to the Board are the property of the Board.
- 3.7 Establish a system whereby the Executive Director of the Board may authorize expenditures on the Board's behalf up to the amount of \$ 5,000. (five thousand dollars) without prior Board approval, if such expenditure inures to the benefit of the Board. The system will also provide that expenditures over \$ 5,000 (five thousand dollars) must be pre-approved by the Board.
- 3.8 Prepare and submit quarterly financial and activity report(s) for review by the Board at regularly scheduled Board meetings. The Contractor shall also prepare and submit quarterly financial and activity report(s) to the State Finance department, and perform other tasks as requested by the State Finance Director. Should an audit be scheduled, the Contractor will be responsible for providing all information requested by the Examiners of Public Accounts.
- 3.9 Assist the Board in the preparation of the annual budget and spending plan and any other reports and documents as may be required.
- 3.10 Submit the annual budget request and operations plan to the State Budget Office.
- 3.11 Submit proposed changes in legislation and/or rules and regulations of the Board to the Legislative Services Agency in accordance with State law.
- 3.12 Assist the Board in preparing for Sunset Review under the laws of the State of Alabama.
- 3.13 Maintain website rosters, post information in each licensee's file as required by the Board, provide licensees with information as to their status before the Board, and perform other tasks as requested by the Board.
- 3.14 Perform other duties as requested and agreed upon by the Board or required by the State of Alabama, i.e. provide logistical support for conference planning and regular and emergency meetings of the Board, attend national and local meetings and conferences on related issues as requested by the Board; represent the Board before the State Legislature as the Board's legislative liaison, including, but is not limited to, the Contract Review Committee; consult with the Board's legal counsel on all legal issues, including legislation and rule-making; and perform any other work necessary to ensure the continued operation of the Board.

- 3.15 Secure and maintain a liability insurance policy in the amount of at least \$2,000,000. (two million dollars) to protect the Board from any loss or irregularity incurred by the Contractor dealing with the maintenance, storage, and handling of applicant records, licensee records, complaints, and disciplinary actions pending before or resolved by the Board, and any other records or files maintained by the Contractor on behalf of the Board. A copy of the insurance form must be presented to the Board.
- 3.16 Assist the Board in the promulgation and adoption of rules in compliance with the provisions of § 34-8A-1, et seq. of the Code of Alabama.
- 3.17 Assist the Board in the issuance of licenses and license renewals in accordance with Ala. Code § 34-8A-1, et. seq. and the administrative rules adopted by the Board.
- 3.18 Submit proposed changes in legislation and/or the rules and regulations of the Board to the legislature and appropriate authorities in accordance with state law.
- 3.19 The Contractor shall provide an Executive Director qualified to perform the executive and administrative services described in the aforementioned scope of work. In addition to providing the executive and administrative services, the Contractor shall provide for the investigative, financial, legal assistant, secretarial and clerical services necessary to carry out the Board's duties and responsibilities.
- 3.20 Perform other duties as requested and agreed upon by the Board, i.e., provide logistical support for regular and emergency meetings of the Board, monitor legislation introduced in the Alabama Legislature, consult with the Board's legal counsel on a regular basis, and perform any other work necessary to ensure the continued compliant operation of the Board.

PART IV COMPENSATION AND EXPENSES

1.0 Compensation and Expenses

1.1 An annual fee, broken into monthly payments, for the performance of services should be submitted for provision of services set forth in Part III, Scope of Work.

1.2 An annual amount for travel and miscellaneous expenses incurred in carrying out services set forth in Part III, Scope of Work, should be submitted. The contractor shall be reimbursed for Board-related travel, food, lodging, educational expenses as well as various other expenses as may be incurred on behalf of the Board. Travel reimbursement will be paid at the same rate as state employees for in-state and out-of-state travel.

2.0 Invoice for Payment

2.1 Payment will be approved by the Board's authorized representative 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.

PART V INDEPENDENT CONTRACTOR

1.0 Introduction & Requirements

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 Board. 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 services and expenses incurred as provided herein.

1.1 The Contractor shall be a management firm with no less than five (5) years of experience managing a state licensure board and must possess a working knowledge of the laws affecting state licensure boards in the State of Alabama.

1.2 It is preferred that the Contractor possess a working knowledge of the laws affecting state licensure Boards in the state of Alabama sufficient to represent the Board to individuals, groups, and at meetings.

1.3 The Contractor shall have no unresolved prior findings from either Sunset Review Audit Report(s) or Legal Compliance Audit Report(s) that are within the control of the Contractor.

1.4 The Contractor will work as directed by the Board and will not act unilaterally on behalf of the Board.

1.5 The Contractor shall attend Board training provided by the Alabama Public Examiners for the duration of the contract. When seeking a renewal of the contract, the Contractor shall submit proof of training to the Chief Procurement Officer.

1.6 In compliance with Executive Order 726, Supplier agrees to comply with the Alabama Ethics Law in Chapter 25 of Title 36, Code of Alabama

1975, and the nepotism law in Alabama Code Section 41-1-5 as if Supplier were a full-time agency head and public employee of the State of Alabama. To that end, and without limiting the duty set forth in the preceding sentence:

Supplier agrees to participate in the “online educational review” of the Alabama Ethics Law offered by the Ethics Commission pursuant to Alabama Code Section 36-25-4.2(e) within 30 days of the effective date of this contract unless supplier has previously participated in the review within the preceding two years. Thereafter, Supplier agrees to participate in the online training at least once every two years while this contract is in effect. Supplier shall maintain evidence of completion of the review in the Board’s files while this contract is in effect.

Supplier agrees to file a statement of economic interests pursuant to Alabama Code section 36-25-14 as if Supplier were a full-time public employee serving as a supervisor.

Supplier agrees and acknowledges that this contract may be terminated immediately upon a finding by the Board that it reasonably appears the Supplier violated the requirements in this paragraph. Supplier agrees to pay liquidated damages to the Board in the amount of \$2,000 per violation for each actual violation of the requirements in this paragraph.

2.0 Conflicts of Interest

The Contractor for the Board shall provide professional services utilizing the highest standard of ethics under the laws of the State of Alabama and should exercise special care to avoid any conflicts of interest in providing these services.

3.0 Professional Code of Conduct

The Contractor and employees will represent the Board with the highest professional standards in mind and will not bring reproach upon the Board’s professional reputation.

4.0 Management Proficiency

The Contractor is preferred to have a successful record of management as reflected by their most recent Sunset Review conducted by the Department of Examiners of Public

Accounts or the equivalent agency in the State in which they have experienced managing a State Board or agency.

5.0 Status

It is understood that neither the Contractor nor his/her/its employees are state employees and, as such, are not entitled to the merits of the State Merit System under this contract.

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 the 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 this contract, be enacted, then that conflicted provision in the contract shall be deemed null and void.

In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail, and the dispute involves the payment of money, the Contractor's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For all other disputes arising under the terms of this contract, which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall be in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.

PART VI CONTRACT TERM

1.0 Contract Term

1.1 This contract shall be for a term of twelve (12) months effective after final required signature is received. The contract has the option to renew for two (2) additional 12-month periods and shall expire one calendar year unless renewed. 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. 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.

1.3 Notwithstanding any provision to the contrary, this contract may be terminated immediately for cause. Cause shall mean theft, defalcation, unprofessional behavior, misuse and/or abuse of alcohol, drugs, or any act of fraud or misrepresentation.

1.4 The Board may, upon their agreement, increase the compensation of the yearly contract by up to five percent (5%) per year without rebidding such contract.

PART VII BID CONTENT

1.0 Content

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

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

1.2 A statement of the qualifications and related experience of the personnel who will perform the services listed in the RFP.

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, if needed, will be used for maintaining and managing the Board's records.

1.5 A description of the Contractor's physical facilities and equipment available to the Board. The contractor must have a minimum of 100 cu. ft. of storage for paper files. Contractor must have equipment necessary to facilitate the business of the Board, including to communicate with the Board, licensees, and state agencies.

1.6 A copy of the Contractor's current license issued by the city in which the Submitter operates.

1.7 A copy of the Contractor's Memorandum of Understanding cover and signature pages documenting enrollment in the E-Verify Program for Employment Verification.

1.8 Completed State of Alabama Disclosure Statement.

1.9 A copy of the last Sunset Review Audit Report(s) and Legal Compliance Audit Report(s) of each licensing agency administered by the Contractor, if applicable.

1.10 Contractor's annual fee, broken into monthly payments, for provision of services set forth in Part III, Scope of Work along with an annual amount for travel and miscellaneous expenses incurred in carrying out services set forth in Part III, Scope of Work.

PART VIII EVALUATION CRITERIA

1.0 Contractor will be graded on a scale of 0 to 10 based on the following criteria:

- A. Experience in managing state licensure boards, agencies or commissions;
- B. Administrative support readiness, skill and experience to carry out required tasks;
- C. Experience in the usage of STAARS, Alabama Buys, Microsoft, State Budgeting, and any other systems that are listed or described in this RFP.
- D. Physical facility adequacy and condition; including adequate storage and comfortable conference room space;
- E. General office space;
- F. Facility security and monitoring;
- G. Assessment of value will be determined by comparing cost of proposal to facilities and experience.

Part IX PROPOSAL SUBMISSION

1. Proposal Questions:

All questions must be submitted via email to rfp.questions@purchasing.alabama.gov. The email subject line must include the solicitation number and title. Deadline to submit questions is Monday, December 1, 2024 at 4:00 p.m. CT.

2. Proposal Submission:

All proposals must be submitted via email to rfp.responses@purchasing.alabama.gov by the close date. The email subject line must include the solicitation number and title. Proposals are due by Thursday, December 12, 2024 at 4:00 p.m. CT.