



# ALABAMA DEPARTMENT OF HUMAN RESOURCES REQUEST FOR PROPOSALS

<b>PROCUREMENT INFORMATION</b>	
<b>RFP Number: 2021-200-01</b>	<b>RFP Title: Child Care Quality Enhancement</b>
<b>Proposal Due Date and Time:</b> <p style="text-align: center;"><i>Friday, June 04, 2021</i> 12:00 p.m., Central Time</p>	<b>Number of Pages: 36</b>
<b>Procurement Officer:</b> Vicki Cooper-Robinson, Procurement Manager Phone: (334) 353-2471 E-mail Address: <a href="mailto:vicki.robinson@dhr.alabama.gov">vicki.robinson@dhr.alabama.gov</a> Website: <a href="http://www.dhr.alabama.gov">http://www.dhr.alabama.gov</a>	<b>Issue Date: <i>Thursday, January 25, 2018</i></b>
	<b>Issuing Division:</b> <p style="text-align: center;"><b>Child Care Division</b></p>
<b>INSTRUCTIONS TO VENDORS</b>	
<b>Submit Proposal to:</b> Starr Stewart, Director Office of Procurement Alabama Department of Human Resources Gordon Persons Building, Room Q3-019 50 Ripley Street Montgomery, AL 36130-4000	<b>Label Envelope/Package:</b> <b>RFP Title/Number: 2021-200-01</b> <b>Proposal Due Date: <i>Friday, June 04, 2021</i></b> <b>Special Instructions:</b>
<b>VENDOR INFORMATION</b>	
(Fill in the information fields below and return this form with RFP response)	
<b>Vendor Name/Address:</b>	<b>Authorized Vendor Signatory:</b>
<b>DUNS NUMBER: _____</b>	(Please print name and sign in ink)
<b>Vendor Phone Number: (    )</b>	<b>Vendor FAX Number: (    )</b>
<b>Vendor Federal I.D. Number:</b>	<b>Vendor E-mail Address:</b>
<b>Indicate whether this proposal is an original or a copy.</b> <input type="checkbox"/> Original <input type="checkbox"/> Copy	
<b>Total number of proposal pages: _____</b>	
<b>Trade Secret Declarations: (<u>reference section/page(s) of trade secret declarations</u>)</b>	

**APPENDIX A: DISCLOSURE STATEMENT**



State of Alabama

**DISCLOSURE STATEMENT**

(Required by Act 2001-955)

ENTITY COMPLETING FORM

Agreement Number

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

This form is provided with:

- Contract
- Proposal
- Request for Proposal
- Invitation to Bid
- Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

- Yes
- No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of good or services previously provided, and the amount received for the provision of such goods or services.

*Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?*

- Yes
- No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

*If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)*

*Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)*

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.

Signature

Date

Notary's Signature

Date

Date Notary Expires



**APPENDIX C: TRADE SECRET AFFIDAVIT**

**Alabama Department of Human Resources**

**AFFIDAVIT FOR TRADE SECRET CONFIDENTIALITY**

DEPARTMENT OF \_\_\_\_\_)

)ss.

County of \_\_\_\_\_)

\_\_\_\_\_ (Affiant), being first duly sworn under oath, and representing \_\_\_\_\_ (hereafter "Vendor"), hereby deposes and says that:

1. I am an attorney licensed to practice in the State of \_\_\_\_\_, representing the Vendor referenced in this matter, and have full authority from the Vendor to submit this affidavit and accept the responsibilities stated herein.

2. I am aware that the Vendor is submitting a proposal to the Alabama Department of Human Resources for RFP # \_\_\_\_\_. Public agencies in Alabama are required by Alabama law to permit the public to examine documents that are kept or maintained by the public agencies, other than those legitimately meeting the provisions of the Alabama Trade Secrets Act, Alabama Code Section 8-27-1, and that the Department is required to review claims of trade secret confidentiality.

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

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

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

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

5. I and the Vendor accept that, should the Department determine that the explanation is incomplete, inadequate or invalid, the submitted materials will be treated as any other document in the department's possession, insofar as its examination as a public record is concerned. I and the Vendor are

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**APPENDIX C: TRADE SECRET AFFIDAVIT**

solely responsible for the adequacy and sufficiency of the explanation. Once a proposal is opened, its contents cannot be returned to the Vendor if the Vendor disagrees with the Department’s determination of the issue of trade secret confidentiality.

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

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

\_\_\_\_\_  
Affiant’s Signature

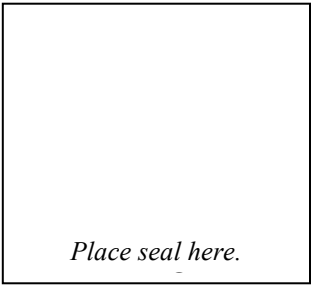
Signed and sworn to before me on \_\_\_\_\_ (date) by \_\_\_\_\_

\_\_\_\_\_ (Affiant’s name).

Name of Notary Public: \_\_\_\_\_ for the

Department of: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



**APPENDIX D: CERTIFICATE OF COMPLIANCE**

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

**CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535, as amended by Act 2012-491)**

**DATE:** \_\_\_\_\_

**RE Contract/Grant/Incentive (describe by number or subject):**

\_\_\_\_\_ **by and between**  
\_\_\_\_\_ **(Contractor/Grantee) and**  
\_\_\_\_\_ **(State Agency, Department or**  
**Public Entity)**

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of \_\_\_\_\_ with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by Act 2012-491) which is described herein as "the Act".
2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.

**BUSINESS ENTITY.** Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit. "Business entity" shall include, but not be limited to the following:

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

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

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

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

3. As of the date of this Certificate, Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;

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**APPENDIX D: CERTIFICATE OF COMPLIANCE**

4. Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Name of Contractor/Grantee/Recipient

By: \_\_\_\_\_

Its \_\_\_\_\_

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

this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

WITNESS: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Witness

**APPENDIX E: IMMIGRATION STATUS FORM**

**IMMIGRATION STATUS**

I hereby attest that all workers on this project are either citizens of the United States or are in a proper and legal immigration status that authorizes them to be employed for pay within the United States.

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Signature of Contractor

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Witness

**APPENDIX E: COST PROPOSAL**

<b>Contract Number:</b>		<b>DHR USE ONLY</b>	<b>Taxpayer ID#:</b>
<b>Agency:</b>			
<b>Address:</b>			
<b>Project Title:</b>			
<b>Budget Period:</b>		<b>to</b>	

<b>BUDGET ITEMS</b>					<b>TOTAL DHR SHARE</b>
<b>1. PERSONNEL</b>					\$
<b>2. SUBCONTRACTS</b>					\$
<b>3. TRAVEL</b>					\$
<b>4. SPACE</b>					\$
<b>5. SUPPLIES</b>					\$
<b>6. EQUIPMENT</b>					\$
<b>7. OTHER</b>					\$
<b>8. BUDGET TOTAL</b>					\$

**Itemize the sources of ALL non-departmental funds:**

				<b>Total Non-DHR \$ Funding:</b>	

**DHR USE ONLY**

**Approved for Mathematical Accuracy:**



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**APPENDIX E: COST PROPOSAL**

		<b>Other (specify)</b> .....	.....		\$
		.....			\$
		.....			\$
				<b>Subtotal Fringe Benefits:</b>	\$
				<b>TOTAL PERSONNEL:</b>	\$
<b>2. SUBCONTRACTS</b>	<b>All subcontracts require the Department's prior written approval.</b>				<b>TOTAL DHR SHARE</b>
					\$
					\$
					\$
					\$
					\$
					\$
					\$
				<b>TOTAL SUBCONTRACTS:</b>	\$
<b>3. TRAVEL</b>	<b>Out-of-state travel is not allowed.</b>				<b>TOTAL DHR SHARE</b>
				<b>Within project coverage area</b>	\$
				<b>In-state (out-of-coverage area)</b>	\$
					\$
				<b>Board Members - Within project coverage area</b>	\$
				<b>Board Members - In-state (out-of-coverage area)</b>	\$
					\$
					\$
				<b>TOTAL TRAVEL:</b>	\$
<b>4. SPACE</b>	<b>All repairs to facilities, regardless of the cost, require the Department's prior written approval.</b>				<b>TOTAL DHR SHARE</b>
				<b>Basic Local Phone Service</b>	\$
				<b>Long Distance</b>	\$
				<b>Rent/Lease</b>	\$

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**APPENDIX E: COST PROPOSAL**

				<b>Use Allowance</b>	\$
				<b>Utilities</b>	\$
				<b>Upkeep (buildings/ grounds)</b>	\$
				<b>Minor Repairs</b>	\$
				<b>Other (specify)</b>	\$
				<b>TOTAL SPACE:</b>	\$
<b>5. SUPPLIES</b>					<b>TOTAL DHR SHARE</b>
				<b>Office Supplies</b>	\$
				<b>Computer-related Supplies</b>	\$
				<b>Custodial Supplies</b>	\$
				<b>Other (specify)</b>	\$
				<b>TOTAL SUPPLIES:</b>	\$
<b>6. EQUIPMENT</b>	<b>The Department's prior written approval is required for all property items having a total unit or individual cost of \$500 or greater.</b>				<b>TOTAL DHR SHARE</b>
				<b>Purchase</b>	\$
				<b>Rental/Lease</b>	\$
				<b>Repairs</b>	\$
				<b>Maintenance Agreements</b>	\$
				<b>Use Allowance</b>	\$
				<b>Office Furniture</b>	\$
				<b>Office Furnishings</b>	\$
				<b>Other (specify)</b>	\$
				<b>TOTAL EQUIPMENT:</b>	\$
<b>7. OTHER</b>					<b>TOTAL DHR SHARE</b>
				<b>Membership Dues (itemize and attach a separate listing)</b>	\$
				<b>Subscriptions (itemize and attach a separate listing)</b>	\$
				<b>A-133 Audit</b>	\$
				<b>Liability Insurance</b>	\$
				<b>Attorney (Legal) Fees</b>	\$

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**APPENDIX E: COST PROPOSAL**

				<b>Other (specify)</b>	<b>\$</b>
				<b>TOTAL OTHER:</b>	<b>\$</b>

## APPENDIX F: INSTRUCTIONS FOR COST PROPOSAL

The line items set forth in the Budget are defined below. Each line item must reflect the correct and complete information based on these definitions. For example, if travel costs are incurred in association with a particular cost item, the travel portion of the cost should be broken out and reflected as travel rather than included under the program function for which it was incurred. The first page represents a summary of the totals from the remaining pages. All budgeted funds are subject to departmental directives and the instructions set forth herein. For the budget items so designated, the Department's prior written approval must be obtained before the expense is actually incurred.

### Heading

<b>Contract Number</b>	To be completed by DHR
<b>Taxpayer ID</b>	Federal Employer ID number
<b>Agency</b>	Official name of your organization
<b>Address</b>	Mailing address of business
<b>Project Title</b>	Name of project
<b>Budget Periods</b>	<i>October 01, 2021 through September 30, 2022 (year 1) and October 01, 2023 through September 30, 2023 (year 2)</i>

**1. Personnel** **ITEMIZE separately each type position paid for in whole or in part with departmental funds. In addition, itemize each like position with different annual salary amounts or different percentages of time spent on the Department's project.**

**Attach an additional sheet if necessary** (use the same column headings).

**In the appropriate spaces, include** for the personnel listed the fringe benefits that are applicable to the Department's project. The Department will reimburse for the cost of individual health insurance coverage for the employee. The cost of family health insurance coverage is not allowable.

**2. Subcontracts** Itemize individually all contracts for major program services, including, but not limited to, program administration. Attach an additional sheet if necessary and use the same column headings. **All subcontracts require the Department's prior written approval.**

**DO NOT INCLUDE** contract labor, maintenance agreements, lease agreements or contracts with attorneys, Certified Public Accountants used to conduct audits or other services for which there is a specific budget line item.

**3. Travel** Include all travel-related costs regardless of the nature or purpose of the travel, for example, car rentals, hotels, per diem, mileage, etc., for travel incurred by

**APPENDIX F: INSTRUCTIONS FOR COST PROPOSAL**

staff and Board members. These costs should be broken out within project coverage area and in-state (out-of-project coverage area).

**Out-of-state travel is not allowable. Out-of-region travel requires the Department's prior written approval.**

**4. Space**

**Basic Local Phone Service:** Includes, as applicable, the portions of the phone bill which represent basic local phone service, local toll calls, area dial and expanded area dial.

**Long Distance:** Include, as applicable, the portions of the phone bill which represent long distance calls and charges for 1-800 service. Do NOT include local toll calls or calls made from cell phones.

**Rent/Lease:** Self-explanatory.

**Use Allowance:** To be used in the event any Board member, officer, employee, volunteer or other representative of the Applicant owns the building in which any portion of services are provided. (An FM-05 "USE ALLOWANCE – SPACE" form is required. Copies of this form are available from the Department upon request.)

**Utilities:** Include all utilities associated with power, gas and water. **Do not include such costs as Cable TV, telephone or Internet access.**

**Upkeep (buildings/grounds):** Include routine and scheduled upkeep of the facilities and grounds that are NOT the responsibility of the owner or lessor.

**Minor Repairs:** Include only minor repairs that are NOT the responsibility of the owner or lessor. **All repairs to facilities require the Department's prior written approval, regardless of the cost of the repair.**

**Other (specify):** Items must not otherwise be the responsibility of the property owner or lessor. Itemize and be specific.

**5. Supplies**

**Office Supplies:** Include general office supplies. Also, include computer-related supplies, for example, floppy disks, etc.

**Custodial Supplies:** Include only supplies related to janitorial/custodial work, for example, cleaning supplies, mops, brooms, dust pans, etc.

**Other (specify):** Itemize, as applicable, and be specific.

**6. Equipment**

Include all property items that do not meet the definition of supplies.

**Purchase:** Include all costs associated with the intended procurement of property items needed to implement the child care management services. **The Department's prior written approval is required for all property items having a total unit cost of \$500 or greater, including the base price, taxes, shipping, handling and any additional add-on cost.** The term "unit" means collectively all requisite items which make a property item fully complete and functional. Property items comprised of multiple components must be considered collectively when calculating the total unit cost. For example, a fax machine may cost \$499 while the paper feeder attachment has a separate cost

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**APPENDIX F: INSTRUCTIONS FOR COST PROPOSAL**

of \$25. These items collectively would make up a single property item (the paper feeder is considered a component of the fax machine) with a unit cost of \$524, plus taxes, shipping and handling, etc. **Equipment with a total unit cost of \$1000 or more must be leased.**

**Rental/Lease:** Include all costs associated with the rental or lease of equipment. **Rental/Lease costs for a unit of property, as described above that equal or exceed \$500 require the Department's prior written approval.**

**Repairs:** Include all costs associated with repairs related to equipment. **Repairs that equal or exceed \$500 require the Department's prior written approval.**

**Maintenance Agreements:** Include all costs associated with ongoing maintenance agreements related to equipment and other property items. **Maintenance agreements that equal or exceed \$500 require the Department's prior written approval.**

**Use Allowance:** Include any applicable usage cost allocable to the program for property items owned by the Applicant **and** not purchased in whole or in part with any federal or state funds. (An FM-06 "USE ALLOWANCE – EQUIPMENT" form is required for all use allowances for equipment. This form is available from the Department upon request.) **Use allowance for any property item that equals or exceeds \$500 requires the Department's prior written approval.**

**Office Furniture:** Include all costs associated with desks, chairs, file cabinets and other office furnishings. **Office furniture requires the Department's prior written approval for any item with a total unit cost (as described for an equipment purchase) of \$500 or greater. Office Furniture with a total unit cost of \$1000 or more must be leased.**

**Office Furnishings:** Include all other property items, for example, wall hangings, lamps, pictures, decorations, trash cans, etc. **Office furnishings require the Department's prior written approval for any item with a total unit cost (as described for an equipment purchase) of \$500 or greater.**

**Other (specify):** Itemize, as applicable, and be specific.

**7. Other**

**Membership Dues:** Itemize and attach a separate listing of all memberships in, and the associated dues paid to, professional associations or organizations. All memberships must be **directly related** to the Child Care Management Services. **(Include organizational dues only. Individual dues are not allowed.)**

**Subscriptions:** Itemize and attach a separate listing of all subscriptions to magazines, journals or other publications. All subscriptions must be **directly related** to the Child Care Management Services. **(Include organizational subscriptions only. Individual subscriptions are not allowed.)**

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**APPENDIX F: INSTRUCTIONS FOR COST PROPOSAL**

**A-133 Audit:** Include all costs associated with contracting with a CPA firm to conduct the required annual A-133 audit. This audit is required only for Contractors who receive \$749,999 or more in federal funds.

**Liability Insurance:** Include only the premium costs for insurance policies required under the contract with the Department.

**Attorney (Legal) Fees:** Include all costs associated with the use of attorneys. (Specify whether the costs are based on an hourly rate or a periodic retainer.) **An Attorney Log is required to be maintained for all legal expenses incurred, as prescribed in the Manual, and all such expenditures are subject to the Department's discretion and approval.**

**Other (specify):** Include miscellaneous costs such as bank stop payment fees, etc., but do not include any item for which a space is otherwise provided.

*On page 1, include the totals from pages 2-4. In addition, include the following additional items:*

**8. BUDGET TOTAL** Enter the sum of lines 1 - 7.

**In addition, in the space provided below BUDGET TOTAL, list the source and amount of all funds received directly from a source other than the Department.**