ALABAMA DEPARTMENT OF HUMAN RESOURCES

REQUEST FOR PROPOSALS

PROCUREMENT INFORMATION	
RFP Number: 2022-200-02	**RFP Title: Child Care Management System**
Proposal Due Date and Time: **August 29, 2022** **12:00 p.m., Central Time**	**Number of Pages: 98**
Procurement Officer: **Vicki Cooper-Robinson, Procurement Manager** **Phone: (334) 353-2471** **E-mail Address: vicki.robinson@dhr.alabama.gov** **Website: http://www.dhr.alabama.gov**	**Issue Date: August 15, 2022** **Issuing Division:**

INSTRUCTIONS TO VENDORS	
Submit Proposal to: **Vicki Cooper-Robinson, Procurement Manager** **Resource Management Division/Office of Procurement** **Alabama Department of Human Resources** **ChildCareGrant@ dhr.alabama.gov**	**Label Envelope/Package:** **RFP Title/Number: 2022-200-02 Child Care Management System** **Proposal Due Date: : Monday, August 29, 2022** **Special Instructions:**

VENDOR INFORMATION (Fill in the information fields below and return this form with RFP response)	
Vendor Name/Address: (no P.O. Boxes) **DUNS NUMBER: _____**	**Authorized Vendor Signatory:** **(Please print name and sign in ink)**
Vendor Phone Number: ( )	**Vendor FAX Number: ( )**
Vendor Federal I.D. Number:	**Vendor E-mail Address:**
Indicate whether this proposal is an original or a copy. ☐ **Original** ☐ **Copy**	
Total number of proposal pages: _____	
Trade Secret Declarations: (reference section/page(s) of trade secret declarations)	

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VENDOR'S RFP CHECKLIST

1. _____ **Read the *entire* document.** Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; licensing requirements; contractual requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).

2. _____ **Note the procurement officer's name, address, phone numbers and e-mail address.** This is the only person you are allowed to communicate with regarding the RFP.

3. _____ **Attend the pre-proposal conference** if one is offered. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the Department of any ambiguities, inconsistencies, or errors in the RFP.

4. _____ **Take advantage of the "question and answer" period.** Submit your questions to the procurement officer by the due date listed in the Schedule of Events and view the answers given in the formal "addenda" issued for the RFP. All addenda issued for an RFP are posted on the Department's website at www.dhr.alabama.gov and will include all questions asked and responses concerning the RFP.

5. _____ **Follow the format required in the RFP** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.

6. _____ **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don't assume the Department or evaluation committee will know what your company's capabilities are or what items/services you can provide, even if you have previously contracted with the Department. The proposals are evaluated based solely on the information and materials provided in your response.

7. _____ **Use the forms provided**, i.e., cover page, budget forms, certification forms, etc.

8. _____ **Check the Department's website for RFP addenda.** It is the vendor's responsibility to check the Department's website at www.dhr.alabama.gov for any addenda issued for this RFP, no further notification will be provided.

9. _____ **Review and read the RFP document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. The copies are provided to the evaluation committee members and will be used to score your response.

10. _____ **Submit your response on time.** Note all the dates and times listed in the Schedule of Events and within the document, and submit all required items on time. Late proposal responses are ***never*** accepted.

This checklist is provided for assistance only and should not be submitted with Vendor's response.

SCHEDULE OF EVENTS

The following RFP Schedule of Events represents the Department's best estimate of the schedule that will be followed. Unless otherwise specified, the time of day for the following events shall be between 9:00 a.m. and 12:00 p.m., Central Time. The Department reserves the right, at its sole discretion, to adjust this schedule, as it deems necessary. Notification of any adjustment to the Schedule of Events shall be posted on the Department's website at www.dhr.alabama.gov as detailed in Section 1.5.3 of this RFP. ***Vendors should refer to the website periodically for changes to the RFP.***

EVENT	DATE
RFP Issue Date	**August 15, 2022**
Deadline for Receipt of Written Questions	**August 22, 2022**
Deadline for Posting of Written Responses to Questions	**August 24, 2022**
Proposal Due Date	**August 29, 2022**
Evaluation of Proposals/Demos and Selection of Vendors	**September 12-16, 2022**
Intended Date for Notice of Intent to Award a Contract	**September 20, 2022**

SECTION 1: PROJECT OVERVIEW AND INSTRUCTIONS

1.0 PROJECT OVERVIEW

The Alabama Department of Human Resources, (hereinafter referred to as "the Department") Child Care Services Division seeks a qualified vendor to provide a implementation of a comprehensive and fully integrated data management system or similar system for the purpose of child care licensing, child care eligibility, child care provider payments, and child care attendance. The intent of the RFP is to maximize efficiencies by procuring a fully integrated system that can function as a configurable platform. The Department will consider a transfer system, from another state or local government, off the shelf product, or other platform that can be configured, modified, or enhanced to support the detailed requirements as described in this RFP.

1.1 ELIGIBLE ENTITIES

Eligible entities may include governmental agencies, non-governmental public or private organizations and individuals who: 1) are legally authorized to conduct business within the State of Alabama; 2) possess a high degree of professional skill in the area of service described in this document to include: two (2) years experience working with government information systems project(s) and three (3) years experience with application design, development, and implementation of systems of similar size, scope, and complexity; 3) possess the skills needed to perform the services described in this RFP; and, 4) meet the terms and conditions of the RFP. In addition, applicants must demonstrate the ability to manage Department funds in accordance with Federal and State regulations and guidelines. Preference will be given to a single vendor that proposes all infrastructure and software development, maintenance, conversion, testing, training and implementation.

1.2 REQUIRED LICENSURE/CERTIFICATION/CREDENTIAL

There are no licensure, certification or credential requirements for this procurement.

1.3 CONTRACT TERM

The initial contract term is for a period of three years from the date of contract execution, the maximum contract term allowed by state law. Renewals of the contract, as agreed upon by both parties, may be made at one (1) year intervals, or any interval that is advantageous to the Department, not to exceed a total of two (2) years, at the option of the Department. The total possible term of this contract is five (5) years composed of the initial three-year term and up to two additional option years.

1.4 POINT OF CONTACT

From the date this Request for Proposal (RFP) is issued until the vendor selection is announced, all communication must be directed to the procurement officer in charge of this solicitation. **Vendors must not communicate with any Department staff or officials regarding this procurement with the exception of the procurement officer.** Any unauthorized contact will disqualify the vendor from further consideration. Contact information for the point of contact is as follows:

Vicki Cooper-Robinson, Procurement Manager
Office of Procurement, Resource Management Division
Alabama Department of Human Resources
Gordon Persons Building, Second Floor-Room Q3-012
50 Ripley Street
Montgomery, AL 36130-4000
Telephone Number: (334) 353-2471
E-mail Address: vicki.robinson@dhr.alabama.gov

1.5 REQUIRED REVIEW

1.5.1 REVIEW RFP

Vendors should carefully review the instructions, mandatory and general requirements, project specifications, and the standard terms and conditions in this RFP. After a thorough review of the RFP, if the vendor identifies any ambiguity, inconsistency, unduly restrictive specifications, or error, promptly notify the procurement officer identified above in writing, via e-mail or courier by the deadline for receipt of questions as stated in the Schedule of Events.

1.5.2 VENDOR'S QUESTIONS

Vendors with questions or requiring clarification regarding any section of this RFP must reference the RFP by title and number and submit written questions via e-mail or courier to the procurement officer referenced above by 3:00 p.m. (CST) **Monday, August 22, 2022**. Each question must reference the section, page, and item in question. Vendors must submit all questions posed in a single email message to the procurement officer. Questions received after the deadline will not be considered.

1.5.3 DEPARTMENT'S RESPONSES

The Department will provide an official written answer by ***Wednesday, August 24, 2022*** to all questions received by the deadline on **Monday, August 22, 2022.** The Department's response will either provide clarification of the applicable issue or be in the form of a correction to this RFP. Vendor questions and the Department's responses, as well as any formal written addendum will be posted on the Department's website at www.dhr.alabama.gov by the close of business on the date listed.

1.6 MANDATORY REQUIREMENTS

Vendors are expected to respond to all of the requirements described in this document. The Department will determine whether a vendor's proposal meets the terms of the requirements. Proposals that do not meet all requirements listed in this RFP may be subject to point reductions during the evaluation process or may be deemed non-responsive. Proposals that do not meet the requirements 1.6.1 through 1.6.8 will be deemed non-responsive and no other consideration will be given. **DO NOT ALTER ANY OF THE FORMS LISTED BELOW OR OTHERWISE INCLUDED/REQUIRED IN THIS DOCUMENT.**

1.6.1 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must adhere to the format requirements and must be received by the deadline for receipt of proposals as specified in the Schedule of Events and Section 1.8.1 *Required Copies and Deadline for Receipt of Proposals.*

1.6.2 W-9 LEGAL STATUS LETTER OR TAXPAYER IDENTIFICATION NUMBER FORM

Vendors must include a legible copy of their legal status letter from the Internal Revenue Service. If the legal status letter is not available, a completed and signed copy of the **"Request for Taxpayer Identification Number"** form *(Appendix B)* must be included.

1.6.3 DISCLOSURE STATEMENT

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of $5,000. Disclosure Statements are available for completion on the Attorney General's web site at www.ago.alabama.gov under *Publications and Forms*. Vendors may also click on the following links for a copy of the Disclosure Statement: (online fill-in) http://www.ago.alabama.gov/File-AL-Vendor-Disclosure-Statement when connected to the internet. Vendors must include a completed copy of the Disclosure Statement in their proposals.

1.6.4 CERTIFICATE OF COMPLIANCE

Vendors must submit a completed, signed copy of the certificate of compliance (*Appendix D*) with their proposals.

1.6.5 E-VERIFY MOU

Vendors must submit e-verify memorandum of understanding/registration documentation with their proposals.

1.6.6 IMMIGRATION STATUS FORM

Vendors must submit immigration status form documentation with their proposals.

1.6.7 AUTHORIZED VENDOR SIGNATORY

Vendors must provide an original proposal using the format described, with an original signature of person(s) legally authorized to bind the applicant to the proposal.

1.6.8 DUNS NUMBER

Vendors must include their Dun & Bradstreet, or D-U-N-S, Number, a unique nine-digit identification number for each physical location of your business.

1.7 GENERAL REQUIREMENTS

1.7.1 ACCEPTANCE OF STANDARD TERMS AND CONDITIONS

By submitting a response to this RFP, vendors agree to acceptance of the standard terms and conditions of this RFP. Requests for additions or exceptions to the standard terms and conditions including any necessary licenses, or any added provisions must be submitted to the procurement officer by the due date for receipt of written questions and must be accompanied by an explanation of why the exception is being sought and what specific effect it will have on the vendor's ability to respond to the RFP or perform the contract.

Note: *The Department reserves the right to not enter into a new contract with a current vendor who is under a corrective action plan until all corrective requirements have been met.*

1.7.2 UNDERSTANDING OF SPECIFICATIONS AND REQUIREMENTS

By submitting a response to this RFP, vendors agree to an understanding of and compliance with the specifications and requirements described in this RFP.

1.7.3 PRIMARY VENDOR/SUBCONTRACTORS

The primary vendor if a contract is awarded shall be responsible, in total, for all work of any subcontractors. All subcontractors, if any, must be listed in the proposal. The vendor shall not assign, transfer or subcontract any portion of the contract without the written consent of the Department. The vendor shall be responsible to the Department for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the vendor. Any awards made as a result of this document will create a contractual relationship between the vendor and the Department, not the subcontractor.

1.7.4 VENDOR'S SIGNATURE

An individual authorized to legally bind the organization submitting the proposal must sign the original proposal in ink. The vendor's signature on a proposal in response to this RFP guarantees that the offer has been established without collusion that would preclude the Department from obtaining the best possible service for the best possible price.

1.8 SUBMITTING A PROPOSAL

1.8.1 REQUIRED COPIES AND DEADLINE FOR RECEIPT OF PROPOSALS

Vendors must submit **one (1)** original proposal, **seven (7)** copies and **one (1)** electronic (PDF preferred) copy on CD, DVD or USB Drive clearly labeled with the Vendor's name and the RFP title and number to:

Vicki Cooper-Robinson, Program Manager
Resource Management Division/Office of Procurement
Alabama Department of Human Resources
Gordon Persons Building, Second Floor - Room Q3-012
50 Ripley Street
Montgomery, AL 36130-4000

Proposals must subscribe to the section/subsection headings and numbering format (i.e., **4.2.5.1 Vendor Qualifying Information**) as specified in *Section 4 Proposal Format and Instructions.* Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the ***RFP# 2022-200-02 Child Care Management System. Proposals must be received at the receptionist's desk of the Resource Development-Office of Procurement by 12:00 p.m., local time, Monday, August 29, 2022.*** Two business (Monday-Friday) days prior to the due date, proposals may be hand delivered between the hours of 9:00 a.m. - 12:00 p.m. (with the exception of state and federal holidays). Faxed and electronically submitted responses to requests for proposals are NOT accepted.

1.8.2 FAILURE TO COMPLY WITH INSTRUCTIONS

Vendors failing to comply with these instructions may be deemed non-responsive or subject to point deductions. The Department may also choose to not evaluate, and disqualify from further consideration any proposals that do not follow the format described in Section 4: *Proposal Format and Instructions*, are difficult to understand or read, or are missing any requested information.

1.8.3 OPPORTUNITY FOR ADDITIONAL INFORMATION

The State reserves the right to contact any Vendor submitting a proposal for the purpose of clarifying issues in that Vendor's proposal. Vendors should clearly designate in their proposal a point-of-contact for questions or issues that arise in the State's review of a Vendor's proposal. Upon receipt of all proposals, the State will conduct a comprehensive review and evaluation process resulting in a subset of the proposals being designated as "reasonably likely to award."

Vendors whose proposals are determined "reasonably likely to award" may also be required to make an oral presentation and/or system demonstration at DHR headquarters in Montgomery, AL, to clarify their RFP response or to further define their offer. Oral presentations and product demonstrations, if requested, shall be at the Vendor's expense. The State's intent with regard to the oral presentation and product demonstration is to gauge the suitability of proposed project staff and to evaluate the merit of the Vendor's product and approach. To that end, the State requires that the key project staff identified by the Vendor in its proposal facilitate and direct the oral presentation and system demonstration. For the purposes of this oral presentation and system demonstration, the key staff positions include the Engagement Manager, Project Manager, Technical Manager, Functional Manager, and Conversion Manager.

The Vendor must name the state or location where the transfer system it proposes is in production. At the State's discretion and in its best interest, State staff may make site visits (likely virtual) to investigate Vendor capabilities and transfer system suitability. It is the State's expectation that the users of the system in production proposed by the Vendor be responsible for presenting the system without Vendor involvement or intervention. Any such site visit will use a structured methodology and objective data to assess the capabilities of the base system.

1.8.3 COST PROPOSAL FORMS

Vendors ***must*** respond to this RFP by utilizing the cost proposal forms found in *Appendix E*. These forms will be used as the primary representation of each Vendor's cost, and will be used extensively during proposal evaluations. Additional information should be included as necessary to explain in detail the Vendor's cost.

1.8.4 TIMELY SUBMITTED PROPOSALS

All timely submitted proposals and materials received in response to this RFP become the property of the Department and will be incorporated into any formal documentation and/or contract resulting from this RFP between the Department and the Vendor.

1.8.5 LATE PROPOSALS

Regardless of the cause, late proposals will not be accepted and will automatically be disqualified from further consideration. It shall be the Vendor's sole risk to assure delivery at the receptionist's desk at the designated office by the designated time. Late proposals will not be opened and may be returned to the Vendor at the expense of the Vendor or destroyed if requested.

SECTION 2: STANDARD INFORMATION

2.0 AUTHORITY

This RFP is issued under the authority of Section 41-16-72 of the Alabama Code (Act 2001-956, 2001 3rd Sp. Sess., p 817, §1.). Any awards resulting from this RFP will be made based on stated evaluation criteria. The weight assigned to each criterion denotes the relative importance of that criterion. No criteria, other than that identified in this RFP, will be used.

2.1 VENDOR COMPETITION

In accordance with 45 CFR 74.43, the Department encourages free and open competition among Vendors. Whenever possible, the Department will design specifications, proposal requests, and conditions to accomplish this objective, consistent with the necessity to satisfy the Department's need to procure technically sound, cost-effective services and supplies.

2.2 NONDISCRIMINATION

In accordance with 45 CFR 74.44, no person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the Department's contracted programs or activities on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, political beliefs or any other classification protected by Federal or Alabama State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the Department or in the employment practices of the Department's contractors. Accordingly, all Vendors entering into contracts with the Department shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

2.3 CERTIFICATE OF COMPLIANCE AND E-VERIFY

Only U.S. citizens or foreign citizens who have the necessary authorization to legally work in the United States may be employed to work under any contract with the Department. Vendors must agree to not knowingly employ, hire for employment, or continue to employ an unauthorized alien, and must provide to the Department a certificate of compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (*Appendix D)*.

The United States Citizenship and Immigration Services (www.uscis.gov) provides E-Verify, an internet-based system that allows companies to determine their employees' eligibility to work in the United States. Vendors must participate in the E-Verify program and verify every employee that is required to be verified according to the applicable federal rules and regulations. Vendors must provide documentation to the Department establishing that they are enrolled in the E-Verify program.

Vendors must agree to not knowingly employ, hire for employment, or continue to employ a subcontractor to perform work under a contract that knowingly employs, hires for employment, or continues to employ an unauthorized alien. Any subcontractor hired to perform work under a contract must attest to such by sworn affidavit signed before a notary. Subcontractors must also enroll in the E-Verify program prior to performing any work on a project and must attach to the sworn affidavit documentation establishing that the subcontractor is enrolled in the E-Verify program.

2.4 NO BOYCOTT CLAUSE

In compliance with Act 2016-312, vendors must attest that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

2.5 ALTERNATIVE RESOLUTION

Vendors must agree that 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, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this Agreement 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 occur 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.

2.6 MERIT SYSTEM EXCLUSION

The vendor is not to be considered a merit system employee and is not entitled to any benefits of the State Merit System.

2.7 IMMIGRATION CLAUSE

By responding to this procurement, the vendor affirms, for the duration of any contract resulting from this procurement, that they will not violate federal immigration law or knowing employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama and any other location. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the contract and shall be responsible for all damages resulting therefrom. (Appendix E)

2.8 DUNS NUMBER

Vendors must obtain a Dun & Bradstreet, or D-U-N-S, Number, a unique nine-digit identification number for each physical location of your business. D-U-N-S Number assignment is free for all businesses required to register with the federal and state government for contracts or grants.

2.9 PROPOSAL EFFECTIVE PERIOD

All proposals submitted in response to this RFP shall be effective for a 180-day period following the deadline for receipt of proposals as specified in the Schedule of Events and may not be modified, withdrawn or canceled by the Vendor during this period.

2.10 TRADE SECRETS

As part of the initial evaluation, the procurement officer in charge of this solicitation will review proposals received in response to this RFP, for any information deemed a "trade secret" by the vendor and separate identified parts of proposal from public viewing providing the following conditions have been met: (1) confidential information is clearly marked and separated from the rest of the proposal; (2) the proposal does not contain confidential material in the cost or price section; and (3) an affidavit from a Vendor's legal counsel attesting to and explaining the validity of the trade secret claim is attached to each proposal containing trade secrets. If applicable, the Vendor's Legal Counsel must use the Department of Human Resources "Affidavit for Trade Secret Confidentiality" form when requesting the trade secret claim. The affidavit form *(Appendix C)* is included in this document.

Information separated out under this process will be available for review only by the procurement officer, the evaluation committee members, and limited other designees. Vendors must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a "right to know" (open records) request from another party.

2.11 PRE-SCREENING AND EVALUATION OF PROPOSALS

2.11.1 PRE-SCREENING

During the pre-screening, proposals will be reviewed to ensure compliance with all general and mandatory requirements. Upon completion of this initial review they will be classified "responsive" or "non-responsive". However; proposals may be found non-responsive at any time during the evaluation process if the proposal does not meet the formatting requirements specified in the RFP; if any of the required information is not provided; or the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFP. Proposals declared non-responsive, will not receive further consideration.

2.11.2 EVALUATION OF PROPOSALS

All responsive proposals will be evaluated against the stated criteria. However, this does not preclude the Department from any discussions/negotiations or requests for a best and final offer that it may deem necessary to assist in determining the Vendor. In scoring against stated criteria, the Department may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFP responses in terms of differing price, quality, and contractual factors to determine the most advantageous offering to the Department.

2.12 DISCUSSION/NEGOTIATION AND/OR ORAL PRESENTATION/PRODUCT DEMONSTRATION

After receipt of all proposals and prior to the determination of the award, the Department may initiate discussions with one or more Vendors should clarification or negotiation be necessary. Vendors may also be required to make an oral presentation and/or product demonstration to clarify their RFP response or to further define their offer. In either case, Vendors should be prepared to send qualified personnel to **Montgomery**, **Alabama**, to discuss technical and contractual aspects of the proposal. Oral presentations and product demonstrations, if requested, shall be at the Vendor's expense.

2.13 BEST AND FINAL OFFER

The Department reserves the right to request a "best and final offer" for this RFP based on price/cost alone, from one or more Vendors if additional information is required to make a final decision. Vendors may be contacted asking that they submit their "best and final offer," which must include any and all discussed and/or negotiated changes.

2.14 PUBLIC REQUESTS FOR INFORMATION

All information received in response to this RFP, including copyrighted material, is deemed public information and will be made available to the public upon requests shortly after the signing of a contract(s) with the exception of: (1) trade secrets meeting the requirements of the Alabama Trade Secrets Act, that have been properly marked, separated, and documented; and (2) any financial information requested by the Department, unless prior written consent has been given by the Vendor.

2.15 COST OF PREPARING A PROPOSAL

The Department is not liable for any expense incurred by the Vendor in the preparation and presentation of their proposal or any other costs incurred by the Vendor prior to execution of a contract. All costs are the responsibility of the Vendor.

2.16 DEPARTMENT'S RIGHTS RESERVED

While the Department has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the Department to award and execute a contract. Upon determination such actions would be in its best interest, the Department, in its sole discretion, reserves the right to the following:

2.16.1 PRE-SELECTION DISCRETION

The Department reserves the right at its sole discretion, at any time and for any reason, to reject any or all of the proposals submitted in response to this RFP, or to cancel this RFP, if it is deemed by the Department to be in its best interest to do so.

2.16.2 POST-SELECTION DISCRETION

Upon selection of a proposal, the Department reserves the right, at its sole discretion, at any time and for any reason, to change its decision with respect to the selection and to select another proposal, or to cancel the RFP, if it is deemed by the Department to be in its best interest to do so.

2.16.3 WAIVERS

Notwithstanding the amendment provisions otherwise set forth herein, the Department reserves the right at its sole discretion, to waive any minor irregularity in an otherwise valid proposal which would not jeopardize the overall program and to award a contract on the basis of such a waiver in the event the Department determines that such award is in the best interest of the Department. Minor irregularities are those which will not have a significant adverse effect on the overall program cost or performance.

2.16.4 NEGOTIATIONS

The Department reserves the right to negotiate with any vendor whose proposal is within the competitive range, as specified in the RFP with respect to technical plan and cost, as well as to select a vendor other than the vendor offering the lowest price.

2.16.5 ADOPTION OF IDEAS

The Department reserves the right to adopt to its use all or any part, of a vendor's proposal and to use any idea or all ideas presented in a proposal.

2.16.6 ORAL PRESENTATIONS

The Department reserves the right to require some or all of the vendors to provide oral presentations of their proposals.

2.16.7 AMENDMENTS

The Department reserves the right to amend the RFP. Except as provided above with respect to "WAIVERS" made by the Department, all amendments to the RFP will be made by written addendum issued by the Department and posted to the web at www.dhr.alabama.gov under this RFP link.

2.16.8 NO GUARANTEE OF CONTRACT

Selection of a proposal shall not be binding upon the Department and may or may not, at the Department's sole discretion, result in the Department entering into a contract with the vendor if it is in the best interest of Department not to proceed with contract execution.

2.16.9 RIGHT TO INVESTIGATE AND REJECT

The Department may make investigations as deemed necessary to determine the ability of the Vendor to perform the services specified. The Department reserves the right to reject any proposal if the evidence submitted by, or investigation of, the Vendor fails to satisfy the Department that the Vendor is properly qualified to carry out the obligations of the contract. This includes the Department's ability to reject the proposal based on negative references.

2.16.10 DISCLAIMER

Issuance of this RFP does not constitute a commitment by the Department to select any proposal submitted in response to the RFP, or to award a contract to any vendor who responds to this RFP.

SECTION 3: SCOPE OF PROJECT

3.0 SCOPE OF PROJECT

The Vendor shall provide services for the design, development, and implementation (DDI) of the CHILD CARE MANAGEMENT SYSTEM as well as ongoing maintenance and operational (M&O) support for the system for the remainder of the contract term. ALDHR intends for the selected Vendor to design, develop, test, implement, and maintain the System in an ongoing capacity. DHR's Information Services Division (ISD), who has responsibility for the legacy systems described in this RFP, will be available for assistance during the Conversion/Data Migration phase of the project but will not be responsible for the maintenance and operation of the system moving forward.
The Vendor shall provide a Child Care Management System that is customizable which may include one that is transferred from another state or local government that can be configured, modified, or enhanced to support the detailed requirements as described in this RFP.

The Vendor shall not:

a. Propose a custom-built solution
b. Propose a solution developed using Oracle

The Vendor shall ensure the System aligns with ALDHR's high-level system requirements as described below. The high-level system capabilities shall:

a. Deliver the functionality detailed in the ALDHR requirements detailed in this RFP and appendices;

b. Provide a user interface (UI) which is intuitive, modern, modifiable, flexible, and scalable to accommodate changing requirements;

c. Include a comprehensive automated workflow that navigates users from task to task where appropriate, such as during the application or recertification process; the system should be flexible enough to allow a worker to navigate freely when not in one of these automated workflows;

d. Streamline data entry, subsidy eligibility, licensing determination, and tracking of client/family information and provider payments;

e. Manage appointment scheduling and caseload assignments among caseworkers;

f. Manage client and caseworker notices and alerts;

g. Facilitates a process for caseworkers, supervisors, and manager to conduct accurate ad hoc data reporting using near real-time data;

h. Provides a dashboarding or data analytics capability that allows State users access to conduct their own data analysis;

i. Be mobile device friendly so that the client-facing portal is easily and readily accessible across all different platforms, specifically on smartphones and tablets;

j. Provide an efficient and effective, client-friendly experience which will permit ALABAMA CHILD CARE clients (beneficiaries of ALDHR programs) to, at a minimum, submit applications for services or benefits through an online application and renewal process, as well as report changes, get status updates, and manage their benefit accounts online. The system must also provide the capability for clients to upload scanned documents (e.g. residency verification, identity verification, proof of income, etc.), store them electronically, and create a link so that the scanned documents are associated with the client's case or member account. Whenever possible, the system will utilize clearinghouses and other online sources

to obtain verification and validation of required information and update the results in the electronic case record;

k. Include multiple security levels utilizing user and role-based security and application access capabilities;

l. Include a configurable Business Rules Engine, including a validation mechanism to ensure the most accurate data is represented;

- The Business Rules Engine shall be easily managed by allowing the ability to implement, alter, and maintain business rules to support current and new programs and policy changes without the use of programming language.

m. Provide end-to-end secure interfaces and data exchanges with other applications and legacy systems, State Vendors, and State and federal agencies;

n. Align with and incorporate industry standards and legal requirements, including without limitation, privacy and transaction standards; accessibility standards established under Section 508 of the Rehabilitation Act, or standards that provide greater accessibility for individuals with disabilities under the Americans with Disabilities Act; and compliance with federal civil rights laws.

o. Provide a robust document management system that integrates with the ALABAMA CHILD CARE System.

p. Time and Attendance

q. Reporting System to allow ad hoc reporting capabilities

The Vendor shall complete the DDI work and implement the System statewide with all required functionality within twelve (12) months of the Effective Date, unless otherwise agreed by the State.

Upon successful statewide implementation of the System, the project will enter a Stabilization M&O period of up to twelve (12) months. The Vendor shall correct all known issues and defects and continue to tune and improve any performance deficiencies and ensure there are no outstanding security incidents before the Stabilization period shall be considered complete. Following the end of the Stabilization M&O period, the Vendor shall provide two (2) years of Steady State M&O services.

As needed, ALDHR may also request Change Orders to address new or modified functionality.

The System will replace four legacy Child Care systems and components in part or in whole. A detailed listing of the legacy systems to be replaced are below in the RFP. The Vendor must work closely with ALDHR to migrate historical data from these legacy systems to the CHILD CARE MANAGEMENT SYSTEM as deemed necessary by ALDHR.

As part of this scope of services, the Vendor shall integrate the ALABAMA CHILD CARE System within the existing DHR network with the guidance and support of ALDHR. The Vendor shall ensure the System adheres to the standards defined in this RFP. Details on the DHR network which is owned and administered by the Alabama Office of Information Technology (OIT), and technical environment are included in sections below.

3.1 CURRENT CCMS TECHNICAL ENVIRONMENT

The current CCMS Technical Environment is comprised of web and server-based systems that collaborate to handle the child care licensing, child care subsidy program, child care provider payments, child care attendance, quality initiatives, state and federal reports, notices etc. CCMS is an Oracle-based system that was implemented in 2007 and has been the workhorse of the program since. CCMS business rules handle all subsidy eligibility determination and provider licensing information.

In 2012, Business Objects Enterprise was incorporated into CCMS to capture a universe of data from CCMS in order to create necessary reports for output for the users.

Time and Attendance (TAS) was incorporated in 2011 to automate the process of parents swiping their children into and out of provider facilities based on part-time or full-time attendance. TAS in turns, sends the details for each child to DHR for payments to be made to the providers.

In 2019, LaserFiche was implemented to be the document imaging application for Licensed Provider's Deficiencies and Evaluations.

Table 1 below provides an overview of the current core and supporting application systems, a summary of the functionality supported, the key technologies used, and the approach used to operate and host these systems. These systems and environments are for the main ALDHR business areas that are the focus of the CHILD CARE MANAGEMENT SYSTEM (see Table 1 below). This information is provided as a reference to understand the scope and undertaking of the modernization effort as well as the scale of anticipated, replacement or modernized Program Modules.

Table 1- CCMS Legacy Systems

Application	Description	Data to be Converted	Technology
CCMS (2007) (Child Care Management System)	Oracle system that contains business rules used to process subsidy for families and licensing for providers and support ongoing eligibility.	All application information such as: • Client/Parent data • Provider data • Subsidy data **Application Metrics (as of Jan 2022):** • Clients/Parents: 30,000+ • Providers: 15,000 • Subsidy: 40,000 Children • Forms: 190 • Menus: 9 • 2 Libraries • Oracle Reports: 246	• Oracle 12c/12.2.1.2.0 Fusion Middleware (Application software) • Oracle Forms/Reports 6i and compiled in 12c • Oracle 19c database • PL/SQL Server • TOAD • VSS • Flat Files
SAP BOE (2014) (SAP - Business Objects Enterprise)	Intranet web application that serves as a reporting system for CCMS.	All application information such as: • Client/Parent data • Provider data • Subsidy data **Application Metrics (as of Jan 2022):** • Reports: 130 • Scheduled Emailed Reports: 9 • 9 Regions & State Office Total Users: 60	• JSP • Crystal Reports 2013 • Adobe for Reports output • SQL Server • Web Services

Application	Description	Data to be Converted	Technology
Conduent (TAS) (2011) (Time and Attendance)	Intranet web application used by Providers that captures swipe in/out of parents at child care facilities.	All application information such as: • Case data • Provider data • Time and Attendance data **Application Metrics (as of Jan 2022):** • Current Cases: 40,000 • Current Providers: 15,000 • Total Billing per Month: Approximately 12 million	• .NET • SQL Server • Web Services
LaserFiche (2019)	Desktop application that serves as a document imaging system for Child Care Licensing to store Provider Deficiencies and Evaluations.	All application information such as: • Provider data **Application Metrics (as of Jan 2022):** • Deficiency Forms: 24,341 • Evaluation Forms: 9,032 • Pre-Licensing Evaluations: 103	• SQL Server • Web Link Technology • Proprietary software and repository

** Note that the year the system was implemented is in parenthesis.*

3.2 GENERAL SYSTEM DESIGN GUIDELINES

To better serve the state of Alabama and its citizens, the CHILD CARE MANAGEMENT SYSTEM must support the following business imperatives and design guidelines which are designed to provide improved services to Alabama Families and Providers while operating efficiently and effectively to ensure appropriate stewardship of taxpayer funds:

- Modernize the information system by migrating away from Oracle technology
- Provide intuitive self-service options to Alabama citizens seeking ALABAMA CHILD CARE assistance for Subsidy and Provider licensing
- Transition from a program-centric to a client-centric approach to serving families and providers
- Enable efficient collection and integration of data
- Ensure the user interface is intuitive and modern
- Implement an information system for long-term use that can be easily modified as childcare programs change
- Ensure efficient and accurate collection, processing, and reporting of information as required by the federal government and as needed by ALDHR
- Design a system using industry standards that is easily scalable and maintainable
    - Data is expected to be owned by the Department. The license will be transferable from the Vendor to DHR to secure DHR's investment in the software.
    - General Overview/Features- web-based interface branded with DHR logo and look. Ability to interface with existing systems for data migration and web-posting.

- Multiple access levels administrator, manager, and staff.

- Technology that includes all hardware and software required for system functionality.

- General reporting-ad hoc and data reports.

- Meet all applicable Social Security Administration (SSA) security and privacy regulations regarding Personally Identifiable Information (PII)

- Technical architecture must be compatible with DHR's technical environment

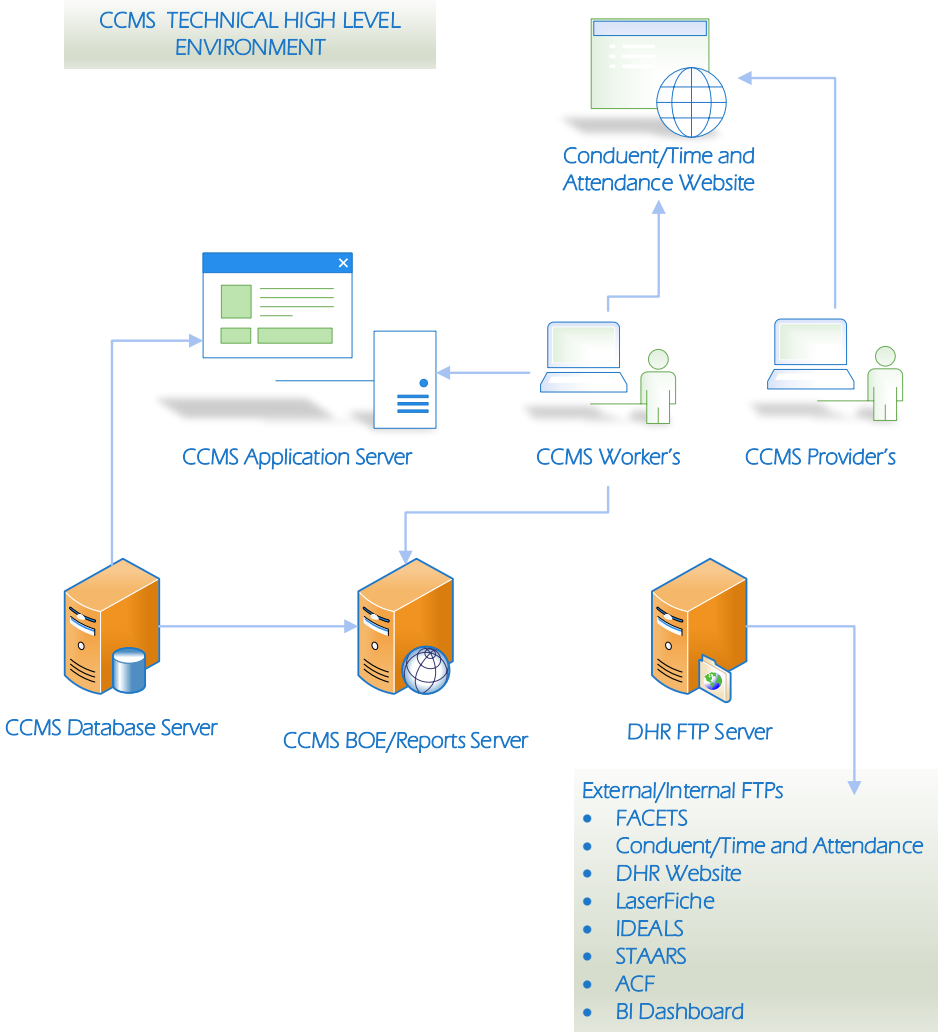
- Interface with existing DHR systems (FACETS, STAARS, IDEALS, DHR Website, LaserFiche, etc.) as well as external state and federal agencies

- Include a comprehensive and integrated document management system for storing documentation needed for subsidy and licensing processing, quality control, etc.

The project scope includes the design, development, testing, training, implementation, and ongoing maintenance and operation of the CHILD CARE MANAGEMENT SYSTEM.

3.2.1 DHR TECHNICAL ENVIRONMENT

The current DHR technical environment includes a range of centralized systems and distributed systems. The State intends to use the existing technical environment to support the CHILD CARE MANAGEMENT SYSTEM. The State will continue to be responsible for the support of the network infrastructure and the end user equipment. The State requires that any solution proposed work within the State's current technical infrastructure and using the end user equipment as described in this section.
In addition to DHR's internal network support, external network support is provided by the Alabama Office of Information Technology (OIT). OIT is a partner agency with DHR and provides the infrastructure and architecture for DHR applications.
The following sections detail the technical production environment within which the system will operate.



3.2.1.1 NETWORK ENVIRONMENT

The State network environment is structured as follows:

- Each of the DHR offices has a local area network (LAN) and one or more servers
- All DHR offices including remote sites are connected to the State's wide area network (WAN)
- All DHR users log into a Windows Server
- Access privileges are managed and administered at the user level
- All DHR sites have e-mail
- All DHR sites have internet access
- The LAN network at each site is at least 100mbps
- All WAN connections (remote sites connected to Montgomery) are at least a 10mbps circuit
- The WAN is based on the TCP/IP protocol suite and is standardized on routers and switches
- The server operating system is Windows 2012 or higher
- The approximate number of user sites is 115
- The approximate number of CCMS users across the state is 150

3.2.1.2 MINIMUM CLIENT WORKSTATION SPECIFICATIONS

Child Care Workers and other DHR users use desktop or tablet workstations with the following minimum specifications:

Table 2 - Minimum Workstation Specifications

Component	Specification
Memory	Minimum of 8GB RAM
Disk Space	256 GB HDD
OS	Windows 10 Enterprise or higher
Communication Protocols	TCP/IP
Office Productivity Software	MS Office 365 (Currently 2016) or higher
Web Browser	Internet Explorer 11 and MS Edge or higher

3.2.1.3 CURRENT SYSTEM INTERFACES

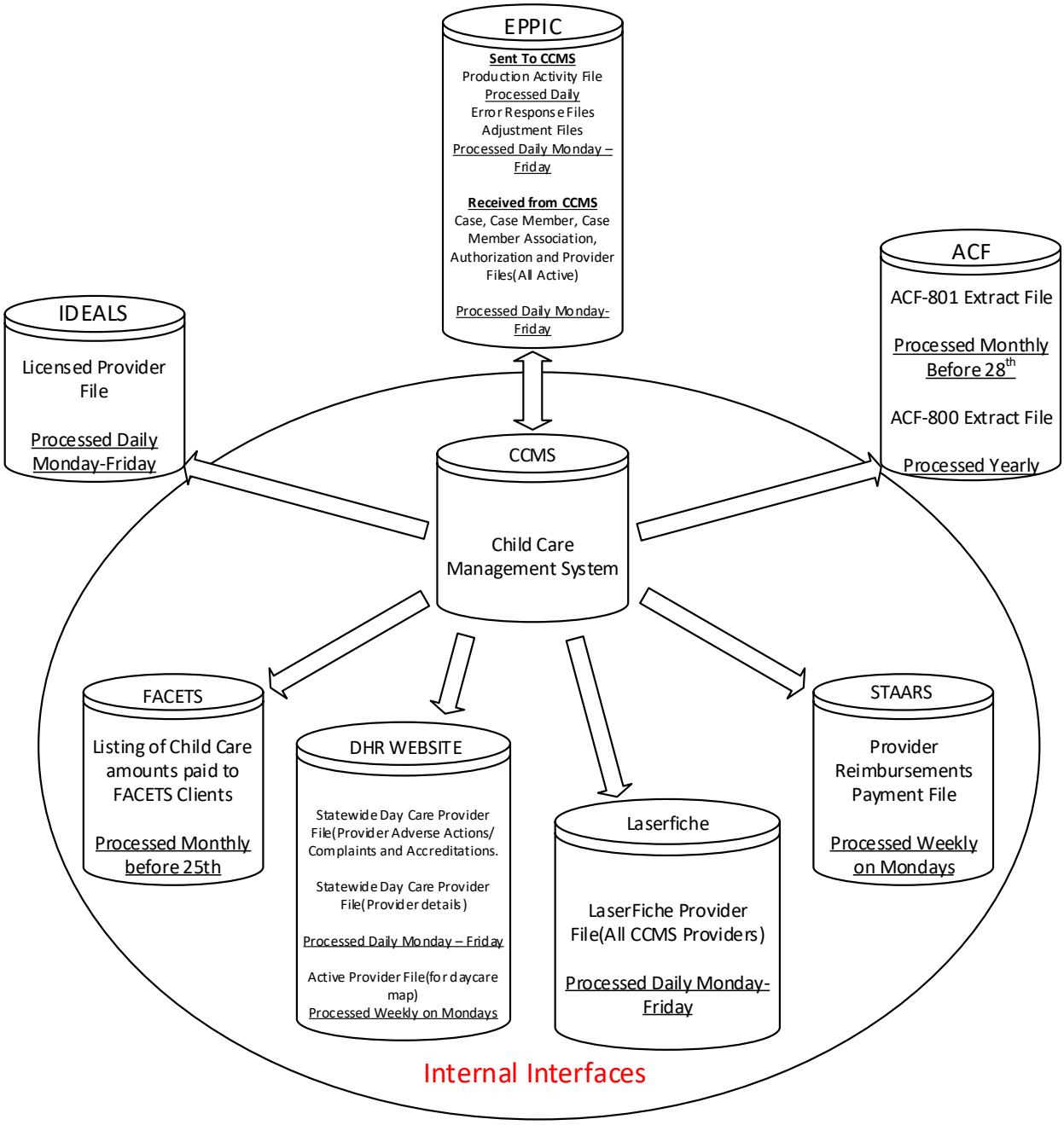
The System must automatically interface with the systems listed below, if not replaced by vendor solution. Each interface must be bi-directional and be completely automated based on business rules to be defined during detailed requirements sessions.

Table 3 – CCMS Interfaces

CCMS System Interfaces				
Type	**General Purpose**	**Frequency**	**Sent to**	**Received from**
Internal	TANF File - This file provides a listing of Child Care amounts paid to FACETS clients. (MF Job PSDSJ052)	Monthly before 25th	FACETS	
Internal	Provider Reimbursement (payments that have already been processed and paid to the providers on Sundays) Payment file is sent to STAARS to generate vouchers. Acct. uses these vouchers to verify the amount that CONDUENT bills them for payments.	Every Monday	STAARS	
External	Adjustment File (Child Care staff uses to manually enter adjustments into CONDUENT)	M-F	CONDUENT	
External	Production Activity File (contains activity for the previous day for providers from parents swiping children in/out. Loaded into CCMS tables at the end of the settlement period in CONDUENT and reports are generated from CCMS using this information)	Daily		CONDUENT-Conduent (Alabama Time and Attendance System)
External	Error Response Files (contain errors that were received during the ingest of our load updated files that are sent to CONDUENT)	M-F		CONDUENT

CCMS System Interfaces				
Type	**General Purpose**	**Frequency**	**Sent to**	**Received from**
Internal	LaserFiche Provider File (Consists of all CCMS Providers)	M – F	LaserFiche	
Internal	LaserFiche Update with Links (Consists of LaserFiche document links for Evaluation/Deficiency Reports matched to Providers)	M – F		LaserFiche
Internal	Child Care Web Links Import (Consists of LaserFiche document links for Evaluation/Deficiency Reports matched to Providers for the Statewide Day Care Directory)	M – F	DHR Website	
Internal	Statewide Day Care Provider File (Consists of Provider Adverse Actions/Complaints and Accreditations from CCMS - SP_ADVACT_CMPL_EXTRACT)	M – F	DHR Website	
Internal	Statewide Day Care Provider File (Consists of Provider details from CCMS - SP_PROVIDERS_EXTRACT)	M – F	DHR Website	
Internal	Active Provider File (Consists of Provider details for the Statewide Daycare Map)	Every Monday	DHR Website	
External	Adjustment File (for Child Care to manually enter adjustments in CONDUENT)	M – F		CONDUENT
External	Licensed Provider File	M – F	IDEALS	
External	ACF-801 Extract File (MF Job PSDSJ141 on \\DHR99CWFS001)	Monthly before 28th	ACF - Child Care Bureau	
External	ACF-800 Extract File (MF Job PSDSJ141 on \\DHR99CWFS001)	Yearly	ACF - Child Care Bureau	

CCMS System Interfaces



3.3 SYSTEM USERS

The Child Care Services Division is comprised of 4 distinct units. They are Child Care Licensing, Early Head Start-Child Care Partnership, Child Care Subsidy, and Training and Development. The division currently has 75 employees that are based throughout the state. A description of each unit is below.

Child Care Licensing

In Alabama to be a legally operating facility, are classified in one of two ways: Licensed or license exempt. All child care facilities that operate in a home must be licensed. All licensed facilities that require a license must be licensed by the Department of Human Resources and renewed every two years. The Department of Human Resources prescribes and enforces minimum standards for licensing approval. Consultation is provided to assist providers and parents. Every licensed facility must be in compliance with licensing regulations as prescribed by the State Department of Human Resources.

The Child Care Services Division, Office of Child Care Licensing is responsible for the following functions:

- Licensing day care/nighttime centers and homes.
- Visiting day care/nighttime centers and homes to verify compliance with Minimum Standards.
- Maintaining information filed by churches choosing to be exempt from licensure.
- Investigating licensing violation complaints and recommending adverse action for day care centers and homes when non-compliance of standards warrant.
- Offering consultation to prospective and existing day care/nighttime center and home providers.
- Interpreting Licensing Performance Standards for day care/nighttime centers and homes.

Early Head Start-Child Care Partnership

The EHS-CCP seeks to expand high quality early learning opportunities for infants and toddlers through partnerships between Early Head Start programs and traditional child care. Child Care programs are expected to meet higher standards of Head Start programs. EHS-CCP supports working families by providing full day, full year programs. EHS-CCP also provides comprehensive services that benefit children and families with educational and child development services, health services, family and community engagement, and transitional services for children whom transition out of EHS. The program has a funded enrollment of 566 children in 29 counties.

Training and Development

The Training and Development unit is the newest of the units in the division. They are tasked with training of new licensing staff as well as training providers on licensing performance standards.

Child Care Subsidy

The Office of Child Care Subsidy administers the subsidized child care program funded through the Child Care and Development Fund (CCDF).The mission of the program is to provide Alabama's low and moderate-income families with equal access to affordable and quality child care services as they participate in work, educational or training activities. Currently, the Department administers the program regionally through three (3) Child Care Management Agencies (CMA's) in nine (9) regions.

The unit is also responsible for quality enhancement/training of child care providers also known as Quality. The division funds programs through contracts with government and non-profit agencies. The goal of the contracts is to provide regional and statewide initiatives designed to enhance the quality of child care and to positively impact the early learning experiences of young children.

3.4 SYSTEM FUNCTIONALITY OVERVIEW

The ALABAMA CHILD CARE MANAGEMENT information system will consist of several distinct solution components that will support the core functional capabilities:

- ***Integrated Eligibility Application and Screening/Application/Determination***
  A common rules engine to determine subsidy eligibility and licensing for ALDHR programs

- ***Case Management/ Program Participation***
  Includes all functionality for caseworkers to process and manage cases, including initial and redetermination cases, receive uploads for case determination, make changes, enrollments of children etc.

- ***Portal Capabilities for Families and Providers***
  Includes user interface and user experience management, access control, collaboration, communications, and document search and upload capabilities

- ***Provider Payment Issuance***
  Includes preparation and tracking of provider payment files

- ***Enterprise Information Exchange Capabilities***
  Includes data exchange with internal and external partners

- ***Master Data Management***
  Includes master person index, master provider index and record locator service

- ***Analytics and BI Capabilities***
  Includes integration, analysis and delivery of analytics in the form of alerts, notifications, and reports

The ALABAMA CHILD CARE information system planned technology must provide the following business and technical capabilities and key benefits:

- Robust self-service that enables families, partners, and providers to complete significant portions of their interaction with ALDHR independently through end-user devices of their choice (web-based and mobile application)
- Coordination of services to achieve efficiency and effectiveness of service delivery, and the ability to establish workload distribution capabilities based on the assigned unit
- Contemporary technology with a modern look, feel, and user experience
- Technology that is cost-effective to operate and maintain
- Technology that is modular, interoperable, flexible, reusable and fully adaptable and extensible as business conditions and ALDHR strategies change
- Ability to leverage shared technology and business services and components
- Enablement of the vision of moving from program-centric to person-centric model of practice.

The ALABAMA CHILD CARE information system will allow ALDHR to move from legacy, siloed systems, to an adaptable, flexible, interoperable and extensible enterprise platform based on service-oriented architecture principles and best practices. The system will place emphasis on establishing a set of standards for the hardware, software, interoperability, data governance, management and operations, and hosting of the technical solutions supporting ALDHR programs. The key enabler of this approach will be a Service-Oriented Architecture (SOA) foundation based on standardized technology infrastructure components and interoperable technical and business services.

ALDHR has implemented an ancillary system in the past few years to provide additional functionality to its workers; Laserfiche document storage system. ALDHR reserves the right to retain and continue use of any or all of the ancillary system listed here should they, in their sole discretion, prefer them over the same functionality provided in the solution proposed by the Vendor. The Vendor must structure their proposal and delivery model with enough modular flexibility to allow for this contingency.

3.5 VENDOR'S PROJECT ORGANIZATION

The Vendor must provide a proposed organizational chart for the State's ALABAMA CHILD CARE information system project defining how they will staff and manage the project. The response must include a discussion of the proposed lines of authority, and how the project management team will be involved in the administration of the services, including the coordination and communication internally and among all subcontractors.

The following must be clear in the proposal:

- A description of the project team to be assigned to the State's ALABAMA CHILD CARE information system project, including position title, responsibilities, percent of time on the project, name and resumes of all key staff, and identification of positions to be hired upon contract award. If the design of the team will change during different phases of the project this must be identified.
- The degree of coordination expected between the Project Manager and the State, to include notification to the State when potential or actual problems are identified.
- The decision-making authority the Project Manager has within the organization in relation to this ALABAMA CHILD CARE information system project.
- A management structure ensuring adequate oversight and executive direction for the Project Manager. In this regard, the Vendor shall identify the corporate officer(s) to be contacted should major problems arise during the performance of the contract. It shall be the responsibility of the corporate contact person(s) to return a telephone call received from the State's ALABAMA CHILD CARE Director(s) within twenty-four (24) hours of receipt.
- The lines of authority and communication that will exist within the project team.

3.5.1 VENDOR'S PROJECT STAFFING

The Vendor must have the appropriate number and mix of project staff at all times during this project to ensure the successful transition and operations of the ALABAMA CHILD CARE information system. The Vendor shall:

a. Provide all staffing for its project team with the expertise and skills to ensure that all services required under this Contract are provided in an efficient, effective, and timely manner.

b. Other than required approval of Key Personnel by ALDHR, the Vendor shall have total responsibility for hiring and management of any and all Vendor staff and subcontractors determined necessary to perform the services in accordance with the terms of the Contract. The Vendor shall maintain a level of staffing necessary to timely perform and carry out all of the functions, requirements, roles, and duties as contained herein, regardless of the level of staffing included in its proposal.

c. Assign staff who have prior experience in their assigned functional roles on this Contract. Prior experience working with government human services program applications, particularly with Child Care is highly preferable.

d. Provide resumes of Vendor staff to ALDHR upon request.

e. Provide an organizational chart at the project kickoff meeting identifying all the Vendor project staff and their role assignments, as well as the organizational structure of the project team. The project staff shall include Key Personnel listed in the Vendor's proposal, unless otherwise approved by ALDHR. The organizational chart shall be updated throughout the Contract Term to reflect any changes in project staffing and team organization that occur.

f. Keep track of resource costs, both personnel and technical, on an activity basis, in order to comply with applicable ALDHR and any federal reporting requirements for enhanced federal funding assistance.

Accurate resource cost breakdown shall be maintained by the Vendor and provided to ALDHR upon request.

3.5.2.1 VENDOR'S PROPOSED KEY PERSONNEL

- The Vendor shall provide Key Personnel as described below. All key personnel must be assigned 100% to the project and be onsite at the project facility in Montgomery, Alabama.
- The Vendor shall obtain prior written State approval of all Key Personnel. Resumes for Key Personnel must be provided for State review at least two weeks prior to the expected staff member's start date. If there is a change in key personnel after the award is made, the Vendor must present the replacement to the State, and the State will have right of refusal privileges. If any of the proposed key personnel or project managers is not currently in the employ of the Vendor, a letter of intent to accept employment must be included in the Vendor's response.
- ALDHR retains the right to approve or disapprove proposed Key Personnel staffing and reserves the right to require the Vendor to replace specified staff. The Vendor agrees to substitute, with ALDHR's prior approval, any employee so identified with an employee of equal or better qualifications. The Vendor shall provide an interim resource within five (5) business days for any Key Personnel vacancies regardless of the reason for the vacancy. The Vendor agrees to propose within thirty (30) calendar days, and appropriately staff within forty-five (45) calendar days, any changes made to Key Personnel, regardless of the reason for the change.
- The Vendor must provide a project team to be headed by an overall Project Manager whose responsibility is to carry out the tasks described in this RFP. A resume for the proposed Project Manager must be included with the Vendor's proposal response. The Project Manager must start work on the project on the effective date of the contract and continue until the State's written acceptance and statewide implementation of the ALABAMA CHILD CARE information system. Following a successful implementation, the Vendor may designate, with DHR approval, a different Project Manager to be responsible for the ALABAMA CHILD CARE maintenance and operations phase of the contract. DHR reserves the right to require Vendor to replace the Project Manager for any legitimate performance reason. The replacement would also be subject to State approval.
- During the first eighteen (18) months of the Contract Term, no Vendor-initiated substitutions of Key Personnel shall be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or resignation, or otherwise approved by ALDHR or requested by ALDHR. In any of these events, the Vendor shall follow the procedures outlined above.
- If the Vendor's methodology deems an additional Key Personnel position(s) necessary, beyond the positions listed in the table below, the Vendor shall identify these positions and detail the services they are to provide.
- Key Personnel shall be located at the Vendor's Montgomery facility for a full 40-hour work week, Monday through Friday. for the duration of the DDI portion of the project. These personnel shall attend any meetings scheduled Monday through Friday, 8:00 a.m. to 5:00 p.m. CT (with the exception of official State holidays) when requested by the State. Other non-key personnel shall be allowed to work remotely but must be located within the United States and available for meetings via video or teleconferencing Monday through Friday, 8:00 a.m. to 5:00 p.m. CT (with the exception of official State holidays) when requested by the State.
- Key Personnel positions must include, at minimum, the positions listed below.

TABLE 4 – VENDOR KEY PERSONNEL- position can be combined as appropriate

Key Position	Description	Qualifications
Project Manager (Director)	• Has ultimate responsibility for and directs planning and execution of the Vendor's project duties. • Manages Contract project planning and execution • Ensures the Vendor's performance measure targets are met • Is responsible for all the Vendor's subcontractor relationships • Communicates with ALDHR through formal correspondence • Must be the same individual for the entire Contract Term (DDI) • The Project Manager shall be available for consultation as determined by the State during Stabilization and Steady State M&O • Is authorized to commit the resources of the Vendor in matters pertaining to the performance of the Contract	• A minimum of seven (7) years of experience in leading large-scale IT application development and implementation projects • Experience on at least one Child Care DDI project, preferably in the last three (3) years • Subject matter expertise on State and Federal regulations and policies • Previous experience following a standard project management methodology and in using various project management tools in developing project plans, delivering tasks, and tracking timelines and resources • Experience with the SDLC methodology that the Vendor will use for this Contract • A minimum of five (5) years of experience serving in an account management or client representative position • Broad IT-related experience • Project Management Professional certification from PMI, or generally equivalent certification • Possess a minimum of a Bachelor's degree, Master's degree preferred
Technical Manager	• Responsible for leading the staff who will develop and implement the System • 100% allocated to the Contract until Statewide Implementation is complete • The DDI Manager shall be available as determined by the State during Stabilization and Steady State M&O • Responsible for ensuring the System addresses all of the	• A minimum of seven (7) years of experience leading large-scale IT solution implementations • Five (5) years of experience with the technologies to be implemented at ALDHR • Experience on at least one Child Care application project • Experience with the SDLC methodology that the Vendor will use for this Contract • Subject matter expertise on State and

Key Position	Description	Qualifications
	technical requirements in the RFP • Works with the state and other entities on the technical aspects of system integrations • The Technical System Manager shall be available as determined by the State during Stabilization and Steady State M&O	Federal regulations and policies • Relevant experience and advanced skills with development tools and software language(s) that will be used for the System • Relevant experience with programming best practices
Functional Manager	• Authors and presents ALABAMA CHILD CARE business requirements documentation and works with development team • Is familiar with the functional design of all System components • Has a System-wide view and ensures each component/module work together to address the functional requirements and use cases • Ensures the System addresses all functional requirements • Works with subject matter experts from the program areas to understand the System and process requirements and articulates the requirements to the Vendor's project team leads • Manages the expectations of the program areas with a clear understanding of ALDHR's project objectives	• At least three (3) years of management experience with software development, design, and the Vendor's SDLC methodology for this Contract. • Experience with and responsible for the design of an application similar in scope to the Vendor's proposed solution. • Able to quickly adjust style and approach to requirements elicitation and communications based on intended audience • Experience with the Vendor's SDLC process for large-scale enterprise applications • Possess general IT knowledge • Prior project experience with Child Care programs
Training / Organizational Change Manager	• Plans and manages all training and knowledge transfer planning, material development, and delivery • Leads the execution of all OCM activities in an effective and timely manner • Works closely with the ALDHR OCM Manager	• A minimum of five (5) years of experience rolling out large-scale training programs around application implementations • A minimum of five (5) years of experience facilitating instructor-led, online, and a blend of instructor-led/online learning sessions for end user training • A minimum of two (2) years of

Key Position	Description	Qualifications
	• Updates the OCM Plan as needed • Identifies, coaches, and monitors change agents	experience with a learning management system (LMS) • Experience managing projects and effectively communicating with various stakeholders • Experience leading skills assessments and training effectiveness evaluations
Conversion Manager	• Leads all conversion activities including planning, documentation and execution • Ensures the conversion plans and processes are coordinated with all stakeholders • Ensures documentation and resolution of issues discovered during the conversion process • Serves as the point of contact for any conversion issues • Ensures compliance with all Federal rules relating to conversion of existing data	• At least five (5) years of experience as a conversion lead for projects similar in size and complexity to the proposed project • Minimum of three (3) years of experience conducting various conversion projects and leading teams through complex conversion scenarios for a large-scale government entity. • Human services experience preferred
Quality Assurance Manager	• Responsible for all Quality Assurance planning and execution • Responsible for quality control deliverables	• A minimum of five (5) years of experience implementing and executing quality assurance/control programs • Previous experience serving as a Quality Assurance Manager for a large scale or enterprise-wide application quality assurance/quality control project
Maintenance and Operations (M&O Manager)	• Serves as a liaison with ALDHR for M&O activities • Provides timely and informed responses to operational and administrative inquiries that arise • Manages staff assigned to all day-to-day M&O activities • Coordinates and manages any Change Order requests/changes to the System	• Seven (7) years of M&O experience • Five (5) years managing a M&O team for an enterprise solution within a public-sector client • Human services experience preferred

Key Position	Description	Qualifications
	• Manages the relationships with subcontractors and ALDHR contractors	

3.5.2.2 NON-KEY PERSONNEL

- The Vendor shall ensure that a State-approved number of appropriately qualified and trained personnel are employed and available at all times to timely provide the services required under the Contract. Staff proposed for assignments shall be persons that have relevant domain knowledge as appropriate for such job title classifications.
- The Vendor shall also work to ensure staff continuity and retention on ALDHR projects.
- Please note that the above lists are not exhaustive of all personnel roles that the Vendor shall need to fulfill this Contract's scope of services. The Vendor is responsible for proposing the roles and rate for any additional non-Key Personnel needed for meeting the Contract requirements.

3.5.2.3 ADDITIONAL STAFFING REQUIREMENTS

- State Applications and Information: ALDHR will provide access to relevant State applications and remote access to State data resources, if necessary, as approved by ALDHR and utilizing State and ALDHR standard software, policies, and procedures. ALDHR will make available to the Vendor all applicable federal and State laws and rules, policies, program policies and procedures as needed to provide services during the Term of the Contract.
- Staff Management and Administrative Support: The Vendor shall provide day-to-day management of its staff. The Vendor shall provide administrative support for its staff and activities.
- Staffing Tracker: The Vendor shall develop a Staffing Tracker that summarizes initial and ongoing System resource needs and documents resource levels and assignments. The Vendor shall maintain and update the Staffing Tracker on a regular basis for review, at least once per quarter and more frequently as requested by ALDHR.

3.5.2.4 SUBCONTRACTOR'S QUALIFICATIONS AND EXPERIENCE

The Vendor must present subcontractor information to ALDHR for approval before initiating the contract. Only with ALDHR's approval may the Vendors subcontract the performance of the required services with other entities or third parties. For purposes of this RFP, a subcontractor is defined as any entity under contract to the Vendor providing a service specifically defined and required within this RFP, including but not limited to developing the architecture of the ALABAMA CHILD CARE information system, building and customizing the system, and/or converting and migrating data to the CHILD CARE MANAGEMENT SYSTEM. When proposing the use of a subcontractor, the Vendor must explain and document the relationship between the subcontractor and the Vendor. In addition, organizational charts and a breakdown of duties between the subcontractor and the Vendor must be provided.

Any changes in subcontractors after the execution of this agreement will first require written notification and prior approval by the State, which approval shall not be unreasonably withheld. The Vendor must provide copies of all new contracts with subcontractors (excluding pricing or proprietary information) at least fifteen (15) business days before the effective date of such contracts. Upon receipt, the State will have thirty (30) business days to review such contracts and provide in writing to the Vendor any concerns regarding the level of service that is required of such subcontractors by Vendor in meeting its contractual obligations to the State. The Vendor must address each concern in writing to DHR and/or the State no later than thirty (30) days from receipt of DHR's and/or the State's concerns.

The responsibility for the performance of subcontractors rests solely with the Vendor. If used, subcontractors must be made aware of and adhere to the requirements specified within this RFP and the subsequent contract between the State and the Vendor. The Vendor must explain the subcontractors' role by including the following minimum information in their response:

- Each subcontractor's name and address
- The specific service(s) the subcontractor will be performing
- Evidence of each subcontractor's intent to participate, including a signed letter by an authorized representative
- Description of relevant qualifications, capabilities, and resources
- A contingency plan to cover any subcontractor stoppage
- A security plan to comply with the requirements in this RFP
- Three (3) references for each subcontractor, to include contact names, addresses, and telephone numbers, and a description of the services provided
- A copy of contracts with all subcontractors with copies of same to be provided no later than the date of contract execution by the Vendor

All Vendor costs associated with travel to Montgomery and other DHR locations, including any lodging and per diem costs, during the course of the project or the maintenance and operations portion of the contract are to be borne solely by the Vendor.

3.6 WORKSITE TECHNICAL INFRASTRUCTURE

The Vendor will provide the technical environment required to support their project facility. This will include but not be limited to the following for all staff housed at the facility:

- Local area network
- LAN to LAN Tunnel to the DHR network (coordinated with DHR Infrastructure and OIT)
- Routers, Servers, Switches, etc.
- Printers, Fax Machines, Copiers, Phones
- Wiring and communication cabling for all project staff

The technical environment provided must be compatible with the DHR technical environment and standards. ALDHR will be responsible for providing Windows desktops or laptops for their own staff as well as basic office automation software including Microsoft Office 365, Adobe Acrobat, etc. The Vendor will provide the same for their staff.

3.7 MALICIOUS SOFTWARE

The Vendor represents and warrants that it shall not under any circumstances or conditions install various disabling devices, access codes, traps, copy protection devices, keys, time or date bugs, lock-up or deactivating devices, time bombs, termination by remote access, removal of source code, or other programs or code in the software or work product which could erase, corrupt, restrict use of, modify any data of the State, freeze, interfere with, or prevent the State's use of the software or its computing environment, destroy or terminate software or work product or data contained in it, or bypass any internal or external software security measure in order to obtain access to the applications or data of the State without the written consent of the State. Vendor also warrants that no other similar types of electronic techniques will be used at any time in the future.
The Vendor warrants that, unless necessary to perform valid duties under this Contract or can be verified and documented as to not cause harm to the State's operating environment and/or utilization of the System, any System programs developed or provided by the Vendor under this Contract to the State shall:

- Contain no hidden files
- Not replicate, transmit, or activate itself without control of a person operating computing equipment on which it resides
- Not alter, damage, or erase any data or computer programs without control of a person operating the computing equipment on which it resides
- Contain no virus or similar code known or unknown to the Vendor
- Contain no enabled restrictive key, node lock, time-out or other function, whether implemented by electronic, mechanical, or other means, which limits/hinders the use or access to any software programs based on residency on a specific hardware configuration, frequency of duration of use, or other limiting criteria.

The Vendor must notify the State if any of the above conditions are not met within two (2) hours of discovery.

3.8 GENERAL PROJECT REQUIREMENTS

The Vendor shall:

- Provide services in collaboration with ALDHR staff and advise ALDHR of status, issues and potential risks in accordance with an approved PMP during the Contract Term.
- Provide, employ, maintain, and execute a project management methodology that aligns with industry standard SDLC methodology.
- Comply with requests for meetings, information, or documents from ALDHR or ALDHR-request, unless otherwise approved by ALDHR.

3.8.1 GATE REVIEWS NEEDS REVIEWING BY PROGRAM STAFF

The Vendor will be subject to the following three (3) Gate Reviews, during which the State will determine whether to move forward with the implementation of the System. For each Gate Review, the State's decision to move forward will be based on a "Go" vote by the State team.

a. Proposed System viability demonstrated;
b. UAT completed, ready for Pilot; and
c. Pilot Implementation completed, ready for statewide rollout.

3.8.1.1 GO/NO-GO DECISION DOCUMENTS

Following UAT, the Vendor shall support ALDHR in analyzing UAT results and comparing them against expected results, test metrics, and predetermined acceptance criteria. ALDHR shall make a Go/No-Go recommendation to proceed with Pilot Implementation based on its analysis of UAT results

The Go/No-Go Decision Documents shall contain the following components

a. **Testing Goals Achieved**- required for UAT and Pilot
   The number of test scenarios completed and the number of Test Issues by severity level resolved and successfully regression tested. An explanation of how each severity level is defined should be included.
b. **Software Defect Status**- required for UAT and Pilot
   A table of outstanding system defects by severity level, including the program(s) impacted, indicating the workarounds that will be used after go-live until a fix is in place. Any Test Issue that is outstanding at go-live that materially impacts the System functionality must have a successfully tested and approved workaround in place.
c. **Deferred Defects and Deferred Functionality** – required for UAT and Pilot
   Provide a list of deferred defects and any deferred functionality. Include a list of interim business processes, or workarounds that will be used after "go-live" until a fix is in place. Any outstanding defect at "go-live" that materially impacts the Child Care Subsidy or Provider Licensing process must have a successful tested interim business process in place.
d. **Training Readiness Assessment** – required for UAT and Pilot
   - An assessment of the effectiveness of training based on UAT/Pilot Implementation, and expectations for length of the learning curve. Include average case processing time per worker and office or per

day/week/month (same, fewer, more) in legacy, during UAT with the CHILD CARE MANAGEMENT SYSTEM, and during Pilot Implementation. Method of comparison must also account for any changes in workflow.

- A training plan that ensures users complete training "just in time" before the system is rolled out in each location.
- A comprehensive description of interim business processes, or workarounds, in place for Pilot Implementation or "go-live" and assurance that these were incorporated into training.

e. **Site Readiness Assessment**- required for UAT and Pilot

Provide Site Readiness criteria and completion checklist or statement of validation assuring readiness. This will include everything from the network to the workstations and peripherals. Provide the status of any needed redesign of physical space layout.

f. **Current Program Performance** (timeliness and payment accuracy & volume of any document processing backlogs) - required for Pilot only

Include data indicating that the State is meeting Federal timeliness standards – 95% of cases processed by 7 or 30 days. If there are program performance deficiencies, explain how the current level of performance will be maintained or improved. Include a plan to mitigate timeliness and accuracy issues for period of training, UAT, Pilot Implementation and rollout activities as these are the periods when staffing will be reduced and the learning curve will take place. The plan must demonstrate that the same number of cases can be processed with the same resources, in the same time. Staffing must be adequate to handle not just same caseload, but also any conversion/cleanup workload.

g. **Client notices** – required for Pilot only

Provide a plan identifying the process for producing notices; how notices are generated, batched, displayed, printed, validated, and maintained. Include data indicating the percent of client notices in the Pilot Implementation area that are accurate, including content, printing and mailing.

h. **Reports** – required for Pilot only

Produce specific reports in order to receive ALDHR-Child Care Services Division approval. The following reports must be produced on demand accurately 95% of the time. These reports are subject to ALDHR-Child Care Services Division review and verification to ensure accuracy and compliance with Child Care policies and regulations. Need to list ACF 800 and 801 Federal Reporting and main BOE reports etc.

- Active Clients on Wait List
- Active Providers
- Clients with Fee Waivers
- Enrolled Children for FACTS
- Head Start Payments
- Providers – Health and Safety

In addition to these specific reports, the System must contain the data elements necessary to produce the following reports, must demonstrate that these reports have been developed, and if not functioning at 95% accuracy, must have a specific timeline for issue/defect resolution and testing.

- ACF-801 Monthly Extract File
- ACF-800 Yearly Extract File

i. **Valid Quality Check Sampling Process** – required for Pilot only

Description of the quality checking process and whether it can be validated in the Pilot Implementation. The quality checking process must adhere to latest Child Care System Go Live Requirements.

j. **Read only access to the System** – required for UAT and Pilot

k. **Duplicate Provider Payments** – required for Pilot only

Describe the process to prove that there are not any duplicate issuances provider payments occurring and edits in the system to prevent duplicate issuances provider payments.

l. **Black-out Period** – required for Pilot only

Explain any times when all systems will be offline and if so, for how long and what is the plan for continuity of operations to ensure processing standards are met.

m. **Live Pilot Implementation** – required for Pilot only

n. **Statewide Implementation** – Provide the plan for Statewide Implementation.

o. **Data Conversion** – required for UAT and Pilot
Describe the conversion process and include testing conversion rate and minimum necessary threshold for success:

p. **Post-Conversion Clean-up:** Itemize the additional workload resources available to help during data conversion cleanup and while productivity is reduced due to the learning curve and timeframes needed. Describe the post conversion clean-up activities and the impact on workload/resources (i.e. percent of cases affected times the average amount of time to clean-up the data per case)

q. **Total Cases Proposed and Total Cases Processed During Pilot Implementation** – required for Pilot only
Describe pilot caseload as percentage of total cases. Pilot Implementation caseload should replicate statewide diversity of cases. Provide statistics identifying diversity of case types across programs. Describe the process which ensures the Pilot Implementation reaches a state of routine operation with the full caseload in the Pilot Implementation area.

r. **Interface Testing and Acceptance** – required for Pilot only
A confirmation that all interfaces have been validated by partners as working correctly. The Vendor shall obtain a written confirmation from its issuance vendor that successful testing of issuance interface has been complete with no known issues to ensure accurate benefit issuance to ALDHR benefit recipients.

s. **Contingency Plan** – required for UAT and Pilot
A plan that does the following:
- Explains the strategy if it is necessary to roll back to the legacy system.
- Projects how long the decision to roll back to the legacy system can be delayed if things go badly.
- Explains the impact to stakeholders of a rollback.
- Includes failure/response plan for all key operational areas. Checkpoints are identified, and measurement method is known for each checkpoint during conversion and the “fall back” window. Decision makers are identified

t. **Escalation Plan** – required for Pilot only
Explains the process to escalate issues happening on the ground (Pilot Implementation areas, service centers, etc.) to get technical support and inform impacted stakeholders. Plan explains the complete feedback loop from point of initiation through the process, decision making, and back to the end users. Plan identifies who has the final decision on the issue.

u. **Communication Plan** – required for UAT and Pilot
Explains how and when the stakeholders and the public (community groups, clients, etc.) will be informed about the roll-out of the CHILD CARE MANAGEMENT SYSTEM and its impact in the short and long term.

v. **Results of System’s Performance and Capacity Testing** – required for Pilot only
Identify the strategy for addressing any degradation to performance as the System moves from UAT through Statewide Implementation. Provide system performance and user response time validation process and results.

w. **System Security Fully Tested** – required for Pilot only
System security fully tested according to State Security Plan and any Federal regulations that apply.

x. **QA or Other System Status Ratings** – required for UAT and Pilot
Include Testing results/reports/ratings.

3.8.2 ORGANIZATIONAL CHANGE MANAGEMENT (OCM)

ALDHR recognizes that without adequate attention to OCM, the success of the System implementation can be significantly compromised. As ALDHR moves from a program-centric to person/family-centric approach, many changes will occur to the organization, business processes, and technology tools used. It is imperative that end

users are ready and receptive to the change. It is also imperative that Vendor business and technical resources are prepared to maintain System configurations, provide support for end users, and provide technical support for ongoing operations. The OCM scope for the Contract includes stakeholder engagement, communications, training, agency readiness, solution readiness, all of the components of the service management framework, business process reengineering, workforce transition, and agency rollout strategy and execution. The Vendor shall provide all OCM services and deliverables as required, described and detailed below. ALDHR will designate a DHR OCM Lead and possibly additional staff to work closely with the Vendor OCM Lead in the planning and execution of the duties outlined below.

3.8.2.1 VENDOR OCM LEAD

The Vendor shall provide a full-time, dedicated OCM Lead with an appropriate OCM background, to be approved by the State, whose responsibilities shall include, at a minimum, the effective and timely execution of all OCM activities throughout the Contract Term.

3.8.2.2 VENDOR OCM

The Vendor shall prepare an OCM Plan which includes the following:

a. A proposed staffing and organizational structure for the State that identifies the key roles the State should assign to accomplish the OCM activities of this Contract.
b. Description of the approach to OCM and the methodology that will be employed to assist ALDHR to envision the System and document associated business processes.
c. Description of how the methodology will assist in:
    - Assessing the impact of changes to jobs, roles, workflows and skill requirements needed to ensure successful deployment
    - Identifying any potential organizational impediments with the implementation of the System and describe how these will be addressed through its OCM methodology
d. Description of the activities needed to support ALDHR's OCM goals, related to implementation of the System and its effects on business processes.
e. Description of how the OCM tasks integrate with requirements validation, OCM gap analysis findings, and end user training, technical staff knowledge transfer, and technical staff M&O knowledge transfer.

3.8.2.3 OCM IMPLEMENTATION

The Vendor shall perform OCM duties in accordance with the approved OCM Plan. The Vendor shall continue to update the OCM Plan following the planning phase and collaborate with the State to carry out the OCM methodology to successfully transition the State's organization to the System. The Vendor will:

a. Assess the impact of change upon jobs, roles, workflows and skill requirements needed to ensure successful deployment
b. Perform an OCM business process gap analysis
c. Prepare Change Impact Action Plans to engage and prepare all stakeholders prior to System implementation
d. Perform organizational readiness assessments
e. Plan and conduct workforce transition activities

3.8.2.4 STAKEHOLDER ANALYSIS AND COMMUNICATIONS MANAGEMENT

The Vendor shall:

a. Work directly with ALDHR and OCM team members for any identified OCM, stakeholder, or communication needs. Develop a stakeholder communications plan with a communications matrix.
b. Work with ALDHR and OCM team to identify appropriate stakeholders and effective messaging for project-related communication and engagement needs.
c. Coordinate and communicate stakeholder engagement needs and results to ALDHR.
d. Provide access to key documentation and subject matter experts in any quantity and quality as the State deems reasonable to support assessing organizational impact and other OCM activities as needed.

e. Provide the OCM Plan and validate major milestones and timing, as requested to the State, to ensure alignment with stakeholder and/or OCM activities across the project lifecycle.
f. Coordinate with ALDHR in compliance with communication plan(s) on all identified communication needs to ensure any communication needs are in alignment with, or are added to, the approved project-specific communication plan as defined by the State OCM team.
g. Collaborate and follow all ALDHR communication protocols for development and distribution of communications materials to all stakeholders, both internal and external.
h. Use multiple communication methods to ensure all stakeholders receive project information in an effective, efficient, and timely manner.
i. Track all communication messages from development, review and approval, and distribution to appropriate stakeholder groups.
j. Evaluate the effectiveness of project communications and make adjustments as needed.

3.8.3 COLLABORATION WITH STATE ENTITIES

The Vendor shall, as directed by the State and at no additional cost to the State, coordinate with, facilitate the prompt exchange of information between, and work collaboratively with any and all other Federal agencies, State agencies, and State contractors as required to meet its requirements as set out in this RFP.

If required in order for the Vendor to proceed with any service(s) included in this Contract that involves sharing or obtaining information of a confidential, proprietary, or otherwise sensitive nature from another State agencies or contractors, the Vendor agrees to execute additional agreements including Non Disclosure Agreements (NDAs) regarding confidential or proprietary information, as needed in order to facilitate coordination among State agencies and Vendors in performing services under this Contract.

Nothing in this section, including failure to negotiate and enter into an NDA acceptable to Vendor with another State agency or contractor, shall be construed to relieve the Vendor of its duty to perform any requirements or deliverables under this Contract. The Vendor shall not invoice the State for any coordination services, including the arrangement of NDAs, and the State shall not be liable to the Vendor for payment of any such coordination services, without the prior written consent of the State.

3.8.4 SDLC APPROACH

The Vendor shall utilize an industry standard system development lifecycle (SDLC) methodology (e.g., waterfall, agile, hybrid, etc.) which best meets the needs of ALDHR based on their experience with similar projects and environments. However, the Vendor shall incorporate iterative software development elements into their approach and allow the State to review, test, and provide feedback at more frequent intervals than a pure waterfall approach. In addition, the SDLC approach selected by the vendor must adhere to the following guidelines:

- Completion and State acceptance of a comprehensive Project Scope prior to starting project work
- Development and validation of requirements (technical and functional) prior to starting actual development, or as appropriate for the type of SDLC selected
- Development and management of activities through a Work Breakdown Structure (WBS), which will be developed prior to work commencing, or as appropriate for the type of SDLC selected
- Key planning deliverables, such as the Test Plan, must be included in the schedule and completed prior to commencement of activities of that phase of the project
- Documentation defining the scope of all key deliverables and associated acceptance criteria
- Sufficient time and resources to perform rigorous system testing must be included in the Project Schedule and Project Management Plan
- Clearly defined roles and responsibilities for all project team members
- Development of a detailed project schedule, including milestones and deliverables
- Development and ongoing management of project performance (including reviews and project plan updates)
- Ongoing tracking of planned and actual progress-to-date (against project milestones and deliverables)

- Development of formal completion and acceptance criteria for project closeout

Throughout the project, ALDHR will work closely with the selected vendor to ensure that the vendor consistently follows effective project management processes.

3.8.5 PROJECT INITIATION AND PLANNING

In conjunction with the ALDHR project team, the Vendor shall plan and conduct the project kickoff meeting within ten (10) business days following the Effective Date of this Contract or on another date mutually agreed upon by the Parties. Key stakeholders will be in attendance, including relevant Child Care program area staff. The Vendor shall submit a Project Approach Document within 30 days of project initiation for approval by ALDHR. The Project Approach Document shall include:

a. A list of Key Personnel related to services provided by the Vendor, and contact information for the listed personnel
b. The draft Project Schedule
c. A clear description of the project methodology, how the goals of the project will be addressed, and how impacts and constraints will be assessed. Project methodology description shall define the Vendor's SDLC approach and include an overview of the different phases, the number of releases being proposed, and how each release will flow through the different phases including, where applicable, planning, design, development/configuration, testing, and implementation
d. A detailed description of how the Vendor will coordinate work and communicate with ALDHR

3.8.6 PROJECT SCHEDULE

The Vendor shall submit a Project Schedule in Microsoft Project format within 45 days following execution of the contract and subsequently update the Schedule as needed to reflect additional contract or mutually agreed upon changes. The Project Schedule shall be used to track tasks, deliverables, milestones, dependencies, and resources to ensure accurate project status reporting. The Vendor shall update the Project Schedule weekly and provide the latest version to ALDHR along with a weekly Project Status Report. The Project Schedule should use the MS Project baseline feature to show actual project task completion dates as compared to planned project task dates. Deadlines shall not be adjusted without prior approval by ALDHR. All components of the Project Schedule shall be subject to ALDHR review and approval.

The Project Schedule will be in Gantt chart format and shall include at a minimum the following:

a. Project Schedule/Work Plan-A detailed project schedule, describing the project tasks, durations, estimated start and completion dates, actual start and completion dates, critical paths, resources, dependencies, completion percentages, and milestones;
b. WBS that conforms to industry standards and provides clear coordination of the various types of activities that are focused on key functions and components of the System
c Estimated start and completion dates, actual start and completion dates, estimated and actual task hours, and completion percentage for all in-process tasks
d Estimates of the State resources (hours by position) needed for the Vendor's completion of each task
e Critical path, with parallel and dependent project tasks
f Assumptions and constraints
g Accommodation for working with State staff within ALDHR's standard business hours, which are 8:00 a.m. to 5:00 p.m. Central Time, Monday through Friday, except State Office Holidays

3.8.7 PROJECT MANAGEMENT PLAN

PROJECT MANAGEMENT

The system will require the coordination of skilled information technology professionals and effective communications both within the project organization and to external stakeholders. The following ongoing project management activities focus on ensuring that project resources are used efficiently and that the project outcome delivers the desired product.

The Vendor shall submit a draft PMP within twenty (20) days of the Contract Effective Date. ALDHR will provide feedback to the Vendor and the Vendor must update the PMP until ALDHR approval is received. The

Vendor shall update the PMP as changes occur. ALDHR's written approval is needed for any changes to or deviations from the approved PMP. The PMP shall detail how the Vendor will perform project management responsibilities, which include how the Vendor shall organize, prioritize, coordinate, integrate, and monitor project activities in order to deliver the required deliverables within scope, quality, time, and cost constraints. The Vendor shall develop and include the following components as part of its overall PMP:

a. **Communication Management Plan**

The Communication Management Plan shall describe how project communications are planned, structured, monitored, and controlled. The Vendor shall establish methods of communication such as meeting agendas and minutes, protocols for web-based meetings, standards for information to be included in communications, timing for dissemination of materials, etc. The Vendor shall also define the approach by which all project management teams plan and manage communications for their projects.

b. **Scope Management Approach**

Scope Management Approach refers to a document which includes the processes and procedures that will determine how the scope will be defined, documented, verified, managed, and controlled and to ensure that all scope updates are escalated appropriately and addressed in a timely manner.

c. **Risk Management Plan**

Project Risk Management Plan- Plan that details project risks from the Vendor's perspective and proposes strategies for managing and mitigating these risks. Deliverables identified above are due within 45 days of project initiation.

The Risk Management Plan refers to processes and procedures to ensure that important risks are monitored, have a corresponding mitigation strategy, and are assessed for escalation to an issue and resolved in a timely manner. This Plan must reflect the respective responsibilities of ALDHR and the Vendor and planned activities regarding project risk. It must cover the following topics:

- **Risk Identification**: The Vendor shall work with ALDHR to identify potential project risks, their probability and impact to the overall project.
- **Risk Response**: The Vendor shall work with the State Project Manager to develop options and actions to enhance opportunities, and to reduce threats to project objectives.

d. **Issue Management Plan**

Defines issue escalation processes and procedures to ensure that important issues are escalated appropriately and resolved in a timely manner.

e. **Quality Management Plan**

The Quality Management Plan identifies quality policies and procedures for deliverables and project processes and to ensure continuous improvement. The Quality Management plan must include a component for documenting quality management concerns and resolution from comprehensive user acceptance testing by State staff.

f. **Configuration Management Plan**

The Configuration Management Plan refers to processes and procedures to ensure all materials developed during the project can be tracked and identified throughout the project lifecycle.

g. **Change Management Plan**

The Change Management Plan defines processes and procedures to manage and control changes. The Vendor shall use the Change Management Plan and process to validate and prioritize recommendations for changes to the project. All change requests must be approved by ALDHR and the Vendor.

h. **Resource Management Plan**

Project Staffing Plan-Plan that describes in detail how the Vendor plans to staff the project and includes an overview of the various positions, skill sets, experience requirements, and percentage of time spent on-site vs. off-site; vital staff to be on-site 100%.

The Resource Management Plan describes how the Vendor will organize, deploy, and administer their project personnel. An organizational chart with individuals identified by name and title will be maintained in the plan.

3.8.8 PROJECT DOCUMENTATION REPOSITORY

The Vendor shall establish, maintain and actively manage all project documentation in a project repository on the project network during the term of the engagement. These include without limitation, the project schedule, technical specifications, test plans, and any other appropriate system documentation developed during the project. The artifacts, documents, files, and other work products stored here are the property of ALDHR. The Vendor shall create and submit to ALDHR all project documents, such as the PMP, project schedule, and WBS using Microsoft Office and/or Adobe PDF software applications. If submitted in PDF format, the Vendor must provide files/documents in the original format if requested by ALDHR. The Vendor shall comply with current State versions of software. ALDHR will work with the Vendor in approving specific versions to assure that the application is synchronized with State standards.

The Vendor shall maintain the Project Repository for all documentation related to Scope of Services per the following specifications:

a. Vendor shall utilize current ALDHR technologies to the extent practicable, or propose alternate technologies with appropriate justification, subject to approval by the State.
b. The Project Repository shall reside on the project network and shall be made accessible to all appropriate State staff as approved by ALDHR. Access to the Project Repository shall be limited to the Vendor's employees who are assigned to provide services under the Contract that, because of their nature and scope, require such access. Vendor shall ensure that all its employees requiring access complete and sign a confidentiality/non-disclosure agreement and a security agreement as required by the State before access is provided.

3.8.9 PROJECT STATUS REPORTING

The Vendor shall perform the following duties related to project status reporting throughout the life of the contract:

a. Develop all project management reports in accordance with the PMP
b. Provide weekly Project Status Reports and monthly Executive Status Reports containing all essential elements and in the format specified by ALDHR throughout the Contract Term. The report shall address risks and issues, and track progress against expected milestones and deadlines.
c. Provide monthly reports on compliance with Performance Targets
d. Vendor Project Manager will attend ALDHR Executive Steering Committee meetings to provide high-level updates regarding the project status, including success and impediments
e. Review the Project Schedule with ALDHR on a weekly basis and discuss progress made since the last meeting, issues, project risks, and risk mitigation approaches.
f. Prepare for and present to ALDHR detailed progress and variance reports in support of Payment Milestone reviews or at other times as requested by the State. The Vendor shall communicate the current project status, the actual progress of the project against the ALDHR-approved PMP's projected dates, and any risks or issues impacting the project schedule, scope, cost, and deliverables.
g. Track risk and issue identification and collaborate with ALDHR in driving decisions, risk mitigation, and issue resolution.
h. Track progress against the project schedule and report any deviations to ALDHR as per the agreed upon frequency in the PMP. At ALDHR's discretion, the Vendor shall develop recovery plans to address major deviations. Recovery plans must include the tasks, timing, and named resources for each task needed to bring the project back on track with the approved Project Schedule.

3.8.10 ESTABLISHMENT OF SANDBOX / PROPOSED SYSTEM VIABILITY REVIEW

Within sixty (60) days of the Contract Effective Date, the Vendor shall establish their proposed solution in a Vendor-hosted sandbox environment. The Vendor-hosted sandbox environment shall be made accessible to the State project team members as needed.

Within thirty (30) days of the establishment of the sandbox environment, the Vendor shall successfully demonstrate that the transfer solution provides the functionality it has indicated as “Fully Met”, “Mostly Met”, and “Partially Met” in its response to Transfer System Gap Analysis.

Should the Vendor fail to demonstrate that the transfer solution meets the requirements “out of the box” as indicated in its response to Transfer System Gap Analysis, the State may vote “No-Go” on the System Viability Gate Review. If a “No-Go” vote is returned, the Vendor’s proposed System may be considered non-viable, and the State may halt all further work and terminate the Contract without further liability to Vendor. At its sole discretion, the State may provide the Vendor with an opportunity to cure any readily correctable deficiencies that may have resulted in the “No-Go” vote and schedule another Gate Review within thirty (30) calendar days of the initial Gate Review.

3.8.11 DOCUMENTATION REVIEW

Prior to conducting validation sessions, the Vendor shall review all available documentation regarding existing plans, business processes, and procedures and federal certification requirements to ensure that each deliverable align with State and federal standards, including all relevant laws, rules and regulations, and documentation related to Child Care programs.

3.8.12 CHANGE ORDER PROCESS

The State may, at its sole discretion and with written notice to the Vendor, request change orders necessary for the project scope that were unspecified in this RFP. ALDHR will submit any change order requests to the Vendor in writing. The Vendor will provide to ALDHR a detailed cost estimate for ALDHR’s review and approval prior to beginning work or implementing any ALDHR-requested changes. The cost estimate shall be priced by hour utilizing the hourly rate for the labor grades provided in the Vendor’s Cost Proposal. The Vendor will respond in writing with an estimate to change orders requested by ALDHR within ten (10) days of receiving the request. If the Vendor is unable to provide an accurate estimate within ten (10) days, the Vendor shall provide within the same ten (10) days a timeframe of when a complete estimate will be delivered to ALDHR. Work shall not begin on any change order by the Vendor until written approval is received from ALDHR. The Vendor will develop an expedited process for reviewing and responding to emergency change orders.

The Vendor shall provide ALDHR with timely pre-notification of system changes that have an impact on ALDHR, including any changes made by other entities that could impact ALDHR’s system (i.e. server operating system updates, software version updates, etc.). The Vendor shall maintain a mechanism to track these types of changes or modifications by software version, source and reason.

3.8.12.1CHANGE ORDER CREATION

After receipt of a written request for additional services from the State, the Vendor shall respond to the State, within a maximum of ten (10) business days, with a written proposal for completing the service. Vendor’s proposal must specify:

- the effect, if any, of implementing the requested change(s) on all other services required under the Contract
- the specific effort involved in completing the change(s)
- the expected schedule for completing the change(s)
- the maximum number of person hours required for the change(s)
- the maximum cost for the change(s) — this maximum cost shall in no instance exceed the product of the person hours required multiplied by the appropriate payment rate proposed for such work

3.8.12.2 CHANGE ORDER REMUNERATION

The total contract amount will include an additional seven (7) percent of the Vendor's total contract price as stated in Appendix G to cover any necessary change orders. If at any point during the contract term the State determines that the cumulative cost of necessary change order work would exceed seven (7%) of the total contract price, the State may amend the Contract to address the need.

The State will remunerate the Vendor only for acceptable work and only for the cost of the actual goods or services provided to complete the necessary work. In no instance shall the State be liable to the Vendor for any amount exceeding the maximum cost specified by the Change Order authorizing the goods or services. Upon the State's approval of the work, the Vendor shall invoice the State in accordance with the relevant provisions of the Contract.

3.8.12.3 NO-COST CHANGES

The following changes shall be completed at no additional cost to the State under this Contract:

a. Activities necessary for the System to continue to function in compliance with Federal and State laws and policies.
b. Activities to correct Covered Defects .
c. Activities to keep commercial software used within the System up to date by ensuring all such commercial software are no more than two (2) versions old.
d. Activities and or modifications necessary to ensure that data, tables, programs, and documentation are current and that errors are found and corrected.
e. If benefits, such as system changes or enhancements determined to be advantageous to ALDHR, are developed by the Vendor for any other State or political subdivision being provided with similar services as ALDHR, the same benefits must be extended to ALDHR at no additional cost. The Vendor shall describe its approach to providing ALDHR with information concerning ALABAMA CHILD CARE Information System changes and enhancements implemented by other States.

If new federal laws are introduced which are accompanied with additional federal funds for State use, the State shall work with the Vendor to determine whether the resulting System changes shall be handled as a Change Order. The Vendor shall further offer and coordinate cost sharing of federally mandated and other common changes within the CHILD CARE MANAGEMENT SYSTEM.

3.8.13 GOVERNING REGULATIONS

This section of the RFP details the regulations governing the Child Care programs. The Vendor shall comply with the following rules and regulations that govern ALABAMA CHILD CARE systems and operations.

3.8.13.1 STATE RULES

The Vendor shall follow all applicable state plans, laws, rules or policies relating to ALABAMA CHILD CARE, including terms and conditions within the ALABAMA CHILD CARE contract, as well as the following:

- Child Welfare Laws of Alabama 2018 Edition, Section 38-7
- Child Care Licensing and Performance Standards for Centers and Homes
- Health and Safety Guidelines
- Alabama Child Care Subsidy Program Policy and Procedures

3.8.14 PROJECT GOVERNANCE

The overall project governance will be provided by three (3) entities:

a. Executive Steering Committee (ESC): A leadership group comprised of key stakeholders from ALDHR and facilitated by an appointed chairperson who is a member of the ESC. The ESC convenes at least monthly to provide strategic direction to the project and to support the Project Director. This committee is responsible for strategic oversight and guidance for the project and performs the following functions:
    - Reviews and resolves project issues not resolved at lower levels and provides advice and insight into project management issues

- Reviews and resolves change management issues not resolved by the project or program management teams. This primarily includes change management issues relating to scope, cost and schedule that exceed certain pre-determined thresholds
- Reviews and supports the resolution of contract management issues

b. Program Area Stakeholders: Program area subject matter experts responsible for providing input and feedback related to the program needs and business processes.

3.8.14.1 STATE PROJECT POSITIONS

In addition to the governance teams, the State team shall consist of at least the following positions:

a. CCMS Program Manager
b. IT Conversion Manager
c. OCM Lead
d. Child Care Subsidy Subject Matter Experts (SMEs)
e. Child Care Licensing Subject Matter Experts (SMEs)
f. ALDHR IT Conversion SMEs

3.8.14.2 STATE ROLES AND RESPONSIBILITIES

The State shall:

a. Provide ongoing program management and monitoring of Vendor performance on contractual performance standards
b. Provide a team that includes program area subject matter experts on the functional requirements, design, testing, training, and OCM
c. Review and approve any necessary Change Order activities when needed
d. Share artifacts and other key data sources with Vendor team
e. Participate in requirements validation to assist the Vendor in validating requirements
f. Participate in design sessions to assist the Vendor in developing needed design materials
g. Ensure UAT resources are available when needed and conduct UAT
h. Attend deliverable walkthroughs to enhance understanding and facilitate the approval process
i. Review, provide feedback, and timely approve or reject Vendor deliverables
j. Request changes to any Vendor staff member who is not performing to the State's expectations
k. Update any necessary policies and procedures to coincide with new CHILD CARE MANAGEMENT SYSTEM functionality

3.8.14.3 VENDOR'S RESPONSIBILITIES AND LIABILITIES

The Vendor shall be responsible for ameliorating and covering associated costs for the following:

a. Costs/damages associated with programmed calculation errors related to eligibility, benefits determination, or work rates
b. Costs and penalties associated with system downtime outside of the agreed upon maintenance schedule
c. Any expenses incurred due to downtime or issuance errors including monetary or indirect expenses (e.g. staff time and effort)
d. Direct or indirect costs of any corrective actions required due to downtime or issuance errors

3.8.15 ACCOUNTING AND AUDIT REQUIREMENTS

Regulation 7 CFR 274.1(i)(2) requires the State to obtain a SSAE 16 examination annually of the Vendor regarding the issuance, redemption, and settlement of SNAP benefits. The Vendor shall have an annual SSAE 16 audit performed on its operations and shall provide the report to the State within thirty (30) days of the completion of the audit. The books, records, documents, accounting practices, and facilities engaged in performing services of the Vendor or any subcontractors (including third party processors) relevant to the contract shall be subject to audit, at any reasonable time and upon reasonable notice by the State, USDA, DHHS, or their duly appointed representatives. In the event of any audit, claim, negotiation, litigation or other action, records shall be retained for the duration of the event.

Financial records pertaining to the Vendor shall be maintained for three (3) years following the end of the State Fiscal Year during which the Contract is terminated or State and Federal audits of the Contract have been completed, whichever is later.

The Vendor's facilities are subject to onsite inspection/audit every eighteen (18) months by DHR personnel and every three (3) years by the IRS and Social Security Administration. Inspection reports, including a record of corrective actions, are retained by the agency for a minimum of five (5) years from the date the inspection was completed. IRS personnel may review these reports during an on-site safeguard review. A process must be in place for ensuring that a Plan of Action and Milestones (POA&M) are developed and monitored for the deficiencies of the internal inspections and external audits conducted by IRS and SSA.

3.8.16 SYSTEM WARRANTY

The Vendor is required to provide warranty for this system. The Vendor represents and warrants that the term of the warranty ("Warranty Period") shall be the greater of the Term of this Contract or any other warranty generally offered by Vendor, its suppliers, or manufacturers to customers of its goods or services. The goods or services provided under this Contract shall conform to the terms and conditions of this Contract throughout the Warranty Period. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a "Defect" and shall be considered "Defective." If Vendor receives notice of a Defect during the Warranty Period, then Vendor shall correct the Defect, at no additional charge.

Vendor represents and warrants that the State is authorized to possess and use all equipment, materials, software, and deliverables provided under this Contract.

Vendor represents and warrants that all goods or services provided under this Contract shall be provided in a timely and professional manner, by qualified and skilled individuals, and in conformity with standards generally accepted in Vendor's industry.

If Vendor fails to provide the goods or services as warranted, then Vendor will re-provide the goods or services at no additional charge. If Vendor is unable or unwilling to re-provide the goods or services as warranted, then the State shall be entitled to recover the fees paid to Vendor for the Defective goods or services. Any exercise of the State's rights under this Section shall not prejudice the State's rights to seek any other remedies available under this Contract or applicable law.

3.8.16.1 INSPECTION AND ACCEPTANCE

The State shall have the right to inspect all goods or services provided by Vendor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Vendor, and Vendor shall re-deliver the goods or provide the services at no additional cost to the State.

If after a period of ninety (90) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

3.9 TECHNICAL SPECIFICATIONS

The ALABAMA CHILD CARE information system must have a tiered architecture that meets industry standards for web-based systems. The Technical Reference Architecture described below provides guidelines for the technical functionality that is required for the tiered architecture:

a. **Presentation Layer** – Contains the components that implement and display the user interfaces and manage user interaction. This layer includes controls for user input and display, in addition to components that organize user interaction.

b. **Business Services Layer** – Captures the business logic, which is defined as any application logic concerned with the retrieval, processing, transformation, and management of application data, application of business rules and policies, and ensuring data consistency and validity.

c. **SOA Foundation/Application Layer** – Backbone of all application services, designed to be interoperable and fully modular, allowing for selection of components on a build-as-you-go basis, by adding components as new requirements are addressed.

d. **Data Services Layer** – Provides an abstraction layer for independent data access. These components abstract the logic required to access the underlying data stores. They centralize common data access functionality in order to make the application easier to configure and maintain.

e. **Integration/Interoperability Services Layer** – Enables interoperability providing the capability to mediate transformation, routing, and protocol conversion to transport service requests from the service requester to the correct service provider.

f. **Security Layer** – Describes the framework for security and privacy architecture components where security, privacy and consent are envisioned to be designed into the ESM Solution to safeguard ALDHR data, uphold privacy and gain consent for confidential PII and protected health information data.

g. **Infrastructure Layer** – Describes the various infrastructure requirements required to implement the ALABAMA CHILD CARE information system.

3.10 SOLUTION FUNCTIONAL OVERVIEW

This Section provides a high-level overview of the functional components of the system.

3.10.1 HOSTING SOLUTION

The ALABAMA CHILD CARE Information System will require hosting in a secure, federal government and state approved hosting environment. The solution must meet all applicable NIST SP 800-53 Rev. 5 (https://csrc.nist.gov).

3.10.2 FAMILY PORTAL

A self-service portal for designed for families to use to apply for child assistance. The portal at a minimum must have the capabilities to:

- Allow families to apply for child care assistance via an online application and the ability to download application for print
- Allow families to upload documentation to needed for approval or at the request of the caseworker to substantiate their eligibility for assistance
- Submit messages to assigned caseworkers and receive information regarding the status of application
- Send initial notification to appeal any findings related to eligibility
- Provide updates as needed regarding address, phone number, etc.
- Request for enrollment and transfer from a child care location
- Case specifics payments made by the parent
- Request for an attendance card or report a lost card
- Unique identifier created through initiating application
- Make payments on overpayments

3.10.3 CHILD CARE PROVIDER PORTAL

A self-service portal designed for child care providers to (separate components for subsidy and licensing) **Subsidy Provider** portal, at a minimum, must have the capabilities to:

- Complete registration for participation in the child care subsidy program
- Upload pertinent documentation for enrollment in the subsidy program
- Submit banking information for payments and ability to change as warranted
- Request for new equipment or assist with troubleshooting equipment
- Ability to enter closure dates and requests for emergency closures
- Submit messages to assigned specialist and receive information regarding the status of the application.
- Input availability of slots based on age/care level
- Submit changes in rates, fees
- Submit initial notifications to appeal any findings related to participation
- Provide ongoing updates regarding phone numbers, mailing address and email
- Case specific payments made to the provider
- View attendance records and payment records

- Adjustment requests for payments
- Receive broadcast messages from the state by provider, region, and statewide
- View enrolled children
- Unique identifier created through initiating application

3.10.4 ELIGIBILITY (SYSTEM CAPABILITY)

Caseworker Processes at a minimum, must have the capabilities to:

- Process initial and redetermination cases
- Receive uploads for case determination
- Make changes to case files
- Enrollments of children including initial and transfers
- Search history, open cases, and make case notes in real time
- Communication with client via messaging center
- Process referrals that do not require income
- View provider enrollment/slots/capacities
- Submit changes for duplicate cases/errors in cases to supervision

Caseworker Manager at a minimum, must have the capabilities to:

- Troubleshoot for password resets
- Case review mode/supervisory check list
- Approval and transfer of cases outside of regions
- Case assignment
- Case notes/narrative in real time
- Approval of file deletion/duplicate cases/errors
- Access to ad hoc reporting (see list)
- Complete administrative reviews
- Approves overpayment payments

Provider Specialist at a minimum, must have the capabilities to:

- Approve provider registration
- Update payment rates/approval
- Override or approve provider enrollment
- Terminate provider participation
- Accept equipment request
- Troubleshoot equipment
- Messaging abilities from provider to provider specialist
- Access to ad hoc reporting (see list)
- View of payment history
- Accept payments for overpayment and record mail in payments

3.10.5 LICENSING PORTAL

Provider Portal for licensing (may be combined with subsidy provider portal) at a minimum, must have the capabilities to:

- Submit application for licensure
- Ability to upload documentation as needed for licensure
- Provide messaging to assign consultant
- Send initial notification to appeal to findings related to licensure
- Receive information on the status of licensure
- Request for technical assistance
- Contact information-mailing address, location, email and phone numbers
- Input availability of slots
- Unique identifier created upon initial application
- Push field data to public facing website

- Generate existing forms and other ad hoc reporting

Field Consultant at a minimum, must have the capabilities to:

- Send notification reminders for renewal applications for 30, 60, 90 days, 90th day H/S visits, and pre-licensing deadlines
- Send notification for follow-up dates
- Upload and store all required documents on providers/facilities
- Track and store all visit types
- Store and push to website (evaluations, deficiency reports, substantiated complaints, corrective, and adverse actions)
- Complete electronic copy of all evaluations, deficiency reports, complaint investigation forms, and corrective and adverse action
- Generate Memorandums for licensing
- Tracks history (ex. consultant changes)
- Store DA/AG letters

3.10.6 ADMINISTRATIVE USERS (SYSTEM CAPABILITY) at a minimum, must have the capabilities to:

- All abilities of users
- Audit trail capabilities
- Ad hoc reporting
- View of payment histories
- View of narratives
- Communication with the users on program level
- Assign administrative hearings

Fraud Prevention

- System generated of potential red flags based on requirements
- Review enrollments and real time

3.10.7 VENDOR TRAINING RESPONSIBILITIES

The Vendor shall be responsible for providing training information on the STIS to Child Care staff. The Vendor has the responsibility for training all ALDHR and partner staff as well as clients. Such training must include the provision of appropriate written and program specific materials. The Vendor must propose training deliverables in order to meet ALDHR requirements. The Vendor must provide updates and revisions to training materials in a timely manner, including after completion of User Acceptance Testing and two weeks prior to pilot implementation.

3.10.7.1 TRAINING STATE STAFF

The Vendor must provide training to all Child Care staff who will be using the STIS. The Vendor will be required to provide training prior to the pilot and statewide implementation. The training must cover all of the functionality of the STIS including accessing the system, workflow, validation rules, security features, detailed explanation of function and use of each screen, report access and use, etc. The vendor may provide a trainer of trainers application for on-going use. The vendor must also provide training to child care state staff face to face. The Vendor must provide electronic and printed training materials for distribution to CHILD CARE staff providing detailed instructions on use of the STIS.

3.10.7.2 TRAINING CLIENTS

The Vendor must provide training resources for CHILD CARE clients on use of the client portal. The Vendor must provide train-the-trainer sessions for ALDHR staff who will be assisting clients.
The Vendor must provide printed materials for distribution to current and potential ALDHR clients explaining how to use the Client Portal. The training materials must be written in easy to understand language, at a fifth-

grade reading level and in compliance with CHILD CARE regulations, as applicable. Printed training materials must be provided in pamphlet format. Client Portal training material must be prepared in both English and Spanish.
The Vendor must also provide a digital video explaining how to use the Client Portal. The training video should be no more than fifteen (15) minutes in length. The training video should be directed to a fifth-grade education level, must be provided in both English and Spanish with at least one (1) open-captioned version in each language.
All client training resources should, at minimum, cover the following topics: creating an account; applying for Child Care benefits (new, redetermination, or disaster); checking the status of applications, eligibility determination, and benefits calculation; uploading documents; scheduling an appointment and communicating with Child Care staff; and how to access help with the online portal.

3.10.7.3 TRAINING PROVIDERS

The Vendor must provide training resources for CHILD CARE providers on use of the provider portal. The Vendor must provide train-the-trainer sessions for ALDHR staff who will be assisting providers.
The Vendor must provide printed materials for distribution to current ALDHR providers explaining how to use the Provider Portal. The training materials must be written in easy to understand language and must be provided in pamphlet format.

The Vendor must also provide a digital video explaining how to use the Provider Portal. The training video should be no more than fifteen (15) minutes in length. The training video should include at least one (1) open-captioned version.

All provider training resources should, at minimum, cover the following topics: creating an account; accessing client information, entering and submitting client information; uploading documents; and accessing help with the online portal.

3.10.7.4 PILOT

To support the pilot phase of system implementation, the Vendor must provide training to Child Care staff, clients, and providers in preparation for the pilot rollout. The Vendor should have a plan in place for measuring the effectiveness of the training and provide a plan for improving any portions of the training that are found to be ineffective prior to delivering training for statewide implementation.

3.10.8 REPORTING

The Vendor must propose a reporting solution that is web accessible. Reports will include but not be limited to client metrics, auditing and fiscal analysis. Additionally, the ability for ad-hoc interactive reporting is required. The Vendor must include training for all reporting solutions.

3.10.8.1 FINANCIAL AUDIT REPORT

Financial audit reports are those reports needed by the State in order to account, reconcile, balance, and audit the Child/Provider Care client accounts.

3.10.8.2 BATCH PROCESSING REPORTS

The Vendor must propose a standard set of Batch Processing Reports to be used by the Vendor and the State to ensure the complete and accurate transfer of data during nightly batch processing. The reports must include a Summary Report by file transmission and system that provides a confirmation for the processing of the batch file(s). The Summary Report must contain summary verification data, including the total number of records received in the batch and the number of records by record type (e.g., number of add, change, and delete records). The report must contain a summary of the processing of the transmission (i.e., number of records accepted and number of records rejected).

3.10.8.3 BATCH EXCEPTION REPORTS

The Vendor must provide a Batch Exception Report(s) for all batch files received by the State. Batch Exception Reports will contain a listing of all records received within a batch, which were not processed by the Vendor. Each record included on the exception report will have a corresponding reason code indicating the cause of the rejection. In particular, duplicate case exceptions shall be clearly identified.

3.10.8.4 MONTHLY UTILIZATION REPORTS

The Vendor must provide a comprehensive report detailing the number and types of transactions performed on the STIS.

3.10.8.5 FAILED LOGON REPORT

The Vendor must provide a daily report of users failing in their attempt to logon to the STIS and make this report readily available to designated ALDHR staff for review.

3.10.8.6 USER SESSION ACTIVITY REPORT

The Vendor must provide an audit report by User ID of all actions taken by the user on the STIS.

3.10.8.7 PROJECT DESIGN/ DEVELOPMENT REPORTS

This weekly report is a summary by task of major completed activities during the reporting period. The report must include problem identification, required corrective action and timeframe for resolution. The report will also include tasks required by Federal and State agencies, as well as reports of delayed tasks, reason and revised completion date(s), and the scheduled activities for the next reporting period.

3.10.8.8 PROJECT STATUS REPORT

This monthly report is a summary of significant events/accomplishments during the month, status of outstanding issues and problems, and the status of pending enhancement requests and system change orders. Following the conversion and migration to the STIS, the Vendor must include in the Project Status Report the detail data that documents the performance of the STIS over the prior month. Specifically, the Project Status Report shall detail the performance of the system against the performance expectations detailed in the RFP.

3.10.8.9 STANDARD STATE AND FEDERAL REPORTS

The Vendor must build the standard state and federal reports the Child Care programs are required to regularly submit. These reports must be thoroughly reviewed to ensure their accuracy both during testing and the implementation. The Vendor is responsible for making modifications to correct any inaccuracies.

3.10.8.10 HELP DESK STATUS REPORT

The Vendor must provide regular reports regarding the Help Desk including calls received, response times, resolution results, and other relevant data points to ensure usefulness and proper functioning of the Help Desk.

3.10.8.11 AD HOC REPORTING AND BUSINESS INTELLIGENCE

The CHILD CARE Information System must include a dashboarding / business intelligence functionality that allows for interactive standard reports and the creation of interactive ad hoc reports as needed by program staff and supervisors. ALDHR currently utilizes Microsoft PowerBI to provide this functionality but the Vendor is encouraged to deliver its own solution that most seamlessly integrates with its proposed STIS.

3.11 CONVERSION

The conversion from the legacy systems to the CHILD CARE MANAGEMENT SYSTEM is a critical component of system implementation. From the initial phases of the system planning, design, and development,

the Vendor must plan for and design a process to convert and migrate all legacy data that needs to be migrated to the CHILD CARE MANAGEMENT SYSTEM. Below are aspects of the conversion that must be planned for and considered by the Vendor.
The Vendor must:

- Perform significant testing of the conversion and migration process, including performing test actions against the converted database in the Test System.
- Convert all transaction history from each of the DHR legacy systems (CCMS, BOE, Laserfiche and TAS etc…)
- Propose a solution for archiving legacy system data that will be excluded in the data migration to the CHILD CARE MANAGEMENT SYSTEM that allows DHR staff to retrieve archived data when needed (for instance, Provider and Subsidy history).
- Have checkpoints and reconciliation procedures built into the conversion and migration process to ensure that no benefits or records are dropped or duplicated.
- Have a contingency fallback plan in case the conversion cannot be completed in a timely manner due to problems.

3.12 DISASTER RECOVERY AND CONTINGENCY PLANNING

The Vendor must propose a disaster recovery and contingency plan to include the CHILD CARE MANAGEMENT SYSTEM for a disaster impacting a large number of the State's population. The proposed plan must include specific recovery strategies and processes and must include plans to conduct a full test of these processes at least annually. The Vendor must fully document all plans in keeping with industry standards regarding disaster recovery, business continuity and contingency planning.
The Vendor must provide an alternate means of providing system functionality during short-term outages, when switching over to the back-up site is not considered appropriate. The response to this requirement must also include how the Vendor will notify the State that an outage is occurring.
However, in the event of a disaster impacting the availability of the Vendor's primary data processing site, the Vendor must have available a back-up site for host processing and telecommunications network services. The Vendor must have the ALABAMA CHILD CARE back-up site operational in keeping with the State's recovery objectives of a 24-hour Recovery Time Objective (RTO) and a 4-hour Recovery Point Objective (RPO).
The Vendor's disaster recovery plan shall also include a State notification process as well as disaster declaration criteria and timeframes that are acceptable to the State. The Vendor must notify the State immediately upon Vendor's decision to move to a disaster back-up site to provide ALABAMA CHILD CARE services. If the Vendor is providing services to multiple states, the disaster recovery plan must address the timing and order of recovery of the State as compared to the other agencies being processed. The recovery of the State of Alabama's system must not be delayed because the Vendor is recovering other states' systems.
The disaster back-up site must be tested annually, and the Vendor must provide the State with copies of such test results within thirty (30) days of receipt of the test results. Any Disaster Recovery System and Site must meet the same security requirements as the production system and be located within the continental United States.

3.13 HELP DESK

The Vendor is required to create, staff, and support a Help Desk for use by all CHILD CARE MANAGEMENT SYSTEM users, including ALDHR staff, ALABAMA CHILD CARE families, and providers. The Vendor must provide live, in-person support on the Help Desk from 5:00 a.m. to 7:00 p.m. CST, Monday – Sunday, via a toll-free "1-800" number. The Vendor may propose a technical solution to provide automated assistance during non-peak hours. The Vendor's help desk solution must allow for requests for assistance to be initiated via phone call, email, or chat.

3.13.1 HELP DESK AND INCIDENT MANAGEMENT

During normal DHR work hours (Monday – Friday 8 a.m. – 5 p.m. (excluding state holidays) ALDHR will staff and operate the Tier 1 help desk and will serve as the first point of contact for ALDHR user or client calls. The

State Tier 1 team is responsible for fielding the call, diagnosing the root cause of the issue, resolving it themselves or, as appropriate, escalating it to the Vendor for Tier 2 or 3 support.

For state holidays, weekends and all other times outside normal DHR work hours, help desk calls shall be routed to the Vendor's Tier 2 team who will be responsible for the initial support.

The Vendor shall:

a. Staff and operate the Tier 2 support team (System M&O subject matter experts). This first point of escalation provides guidance and instructions to Tier 1 staff to diagnose incidents and resolve service requests. The Tier 2 team shall take ownership of incidents where System subject matter expertise and experience is required for diagnosis and/or resolution. The Tier 2 team shall have on-call availability 24/7 to provide support for urgent incidents in alignment with required response and resolution times.

b. Staff and operate the Tier 3 support team (expert M&O technical resources) to address incidents and resolve service requests that require a higher level of specific technical expertise.

c. Periodically review and report the status of open service requests and problems and the progress being made in addressing them to ALDHR at a mutually agreed frequency.

d. Conduct/participate in incident and problem management review sessions and provide status and problem impact categorization.

3.13.2 HELP DESK INCIDENT CLASSIFICATION

Help desk incidents shall be classified as follows:

a. Severity Level 1 (Urgent) shall be defined as urgent issues or situations, when the CHILD CARE MANAGEMENT SYSTEM is down, and the State is unable to use the System or when the failure causes loss of functionality or data and there is not a mutually agreed upon acceptable workaround.

b. Severity Level 2 (High) shall be defined as critical System component(s) that has issues resulting in significant outages and/or failure precluding its successful operation, or possibly endangering the State's network or environment. The System may operate but is severely restricted. Failure causes a loss of function or data, but there is a mutually agreed upon acceptable workaround.

c. Severity Level 3 (Medium) shall be defined as a minor problem or issue that exists with the System, but the majority of the functions are still usable and some circumvention may be required to provide service. Failure causes a partial loss of function, but users can accomplish tasks with a mutually agreed upon acceptable workaround.

d. Severity Level 4 (Low) shall be defined as cosmetic and minor errors or issues where all user tasks can still be accomplished. Examples include grammar errors, color changes, misspelled words, layout issues, etc.

3.13.3 HELP DESK TIMELINESS STANDARDS

ALDHR will track the timeliness of the following two (2) measures:

a. Initial Response Time: Time taken from when the issue or incident is originally reported by ALDHR to when the Vendor acknowledges the service request by updating its status in the help desk incident tracking software. In the case where the Vendor reports the issue and initiates the service request, the original time of report is the same as the time of service request acknowledgment.

b. Resolution Time: Time taken from when the issue or incident is originally reported to when the Vendor resolves the service request and the service requester has indicated the resolution is accepted.

The required Response and Resolution Times by severity code are provided in the table below. The Vendor shall resolve issues and incidents within the listed timeframes, unless mutually agreed between the Vendor and the State. In the case where the Vendor reports the issue or incident, the service request receipt time is when the request is logged into the help desk incident tracking software. The Vendor shall provide ALDHR with periodic updates if the Response and Resolution Times are not met on a case-by-case basis. Failure by Vendor to meet the Response and Resolution Times may result in penalties.

Table 5 – Response Time by Severity Code

Severity Code	Initial Response Time	Resolution Completion Time
1 - Urgent	Thirty (30) minutes	Two (2) hours
2 - High	Thirty (30) minutes	Four (4) hours
3 - Medium	Thirty (30) minutes	Two (2) calendar days
4 - Low	One (1) business day	Mutually agreed between the Vendor and the State

3.13.4 PROBLEM MANAGEMENT SERVICES AND ROOT CAUSE ANALYSIS

The Vendor shall:

a. Provide expertise and be an active participant in the process to resolve Urgent issues and incidents as required during M&O (e.g., participate in incident resolution meetings until the incident is resolved).
b. Develop procedures for performing Root Cause Analysis (RCA) that meet requirements and adhere to defined policies.
c. Conduct proactive incident trend analysis to identify recurring incidents, and report to ALDHR according to the ALDHR approved problem management process.
d. Track and report recurring issues, incidents, or failures and provide associated consequences of repeating incidents if there is a business impact to ALDHR.
e. Recommend solutions to address recurring problems or failures.
b. Identify and document root cause of ALDHR defined High and Urgent incidents (severity levels 1 and 2) and recommend appropriate resolution action.
c. Provide status report detailing the root cause of and procedure for correcting recurring problems until closure as determined by ALDHR.

3.13.5 BREAK FIX SERVICES

The Vendor shall:

a. Design, build, and test System fixes based on the severity and priority and in consultation with ALDHR.
b. Perform regression testing on the System, as required, when components of the System are updated or modified. In performing the regression testing on a new version or upgrade of the System, the Vendor must certify in writing to ALDHR that all the previous System capabilities still perform in accordance with the Contract requirements. The State may choose to inspect the regression test results at any time.

3.13.6 HELP DESK INCIDENT MANAGEMENT SOFTWARE

The Vendor shall:

a. Utilize current ALDHR technologies (ServiceNow) for help desk ticketing and incident management to the extent practicable, or propose alternate technologies with appropriate justification, subject to approval by the State.
b. Continue to utilize the Project Repository for updated project documentation resulting from help desk ticket resolution.

3.14 SYSTEM DEVELOPMENT

The State envisions the CHILD CARE MANAGEMENT SYSTEM development to consist of the following generally sequential phases, though there may be some overlap due to the iterative nature of the development methodology. These phases are: Planning, Requirements Validation, Design, Development, Conversion, Testing, Pilot, Implementation, and Maintenance and Operations. Because of the many possible factors impacting the timeline required for the design, development, conversion, and testing of the CHILD CARE MANAGEMENT SYSTEM, the State does not intend to prescribe detailed time periods for each of the

respective phases. The Vendor is required to define the anticipated timelines and estimated completion dates for the project deliverables within each phase in a draft Project Management Plan submitted with their proposal.

3.14.1 PROJECT PLANNING PHASE

The timing of the deliverables from the Project Planning Phase shall be based upon tasks and deliverables identified within the Vendor's Project Management Plan. The Planning Phase shall commence with the signing of the Contract between the Parties and shall continue for the timeframe identified within the Vendor's response and proposed work plan as mutually agreed upon by the State and the Vendor. The roles and responsibilities of all personnel involved in project management are identified and shared with ALDHR at the beginning of this phase. All deliverables identified within the Project Management Plan are subject to State review and approval.

3.14.1.1 CONVERSION PLAN

The Vendor must agree to and be responsible for the conversion and migration of the client/family, provider and agency data from the ALDHR legacy systems to the CHILD CARE MANAGEMENT SYSTEM. The Vendor must prepare and submit with its proposal a conversion plan that covers each of the following activities in detail.

The Vendor must convert and migrate:

a. Oracle and SAP BOE database including Provider, Client/Child, Agency, Funder, System Administration, Security, State and Federal Reporting, Licensing and Eligibility Determination (CCMS, BOE, Conduent Time and Attendance and LaserFiche)

b. Electronic documents associated with clients and providers (LaserFiche, DHR Website)

c. Time and Attendance (CONDUENT-TAS)

d. FTP processes for Provider data (IDEALS, DHR Website, Laserfiche etc.)

The plan must address the processes to be used for the conversion and migration, how the processes will be tested and contingency plans for problems and issues that may occur during the conversion and migration process. The conversion plan shall also address the verification and validation of the conversion process, in particular the validation of the clients' eligibility and subsidy that are converted to the CHILD CARE MANAGEMENT SYSTEM. The plan must also address the facilitation of bidirectional data exchanges (i.e. operation of parallel systems) that may be necessary during the pilot and phased rollout. The Vendor must submit the final Conversion Plan according to the scheduled date as approved in the Project Management Plan. ALDHR staff will be responsible for extracting the data from the legacy systems and providing the data in the format requested by the Vendor. The ALDHR Conversion Manager will work closely with the Vendor's Conversion Manager to coordinate the details of this critical part of the project.

3.14.1.2 FUNCTIONAL DESIGN DOCUMENT

This document must, at a minimum, provide a functional overview and a description of the operating environment, procedures and workflow of the Vendor's ALABAMA CHILD CARE information system. The Vendor must agree to and submit the final Functional Design Document according the scheduled date as approved in the Project Management Plan.

3.14.1.3 DETAILED DESIGN DOCUMENT

The Vendor's Detailed Design Document shall describe the total system configuration including system hardware, functionality, file layouts, message and file flows, data elements, system interfaces, eligibility and

benefits determination functions, and the system security plan. The Vendor shall agree to and submit the final document according to the scheduled date as approved in the Project Management Plan.

3.14.1.4 LIFE CYCLE TESTING APPROACH

The Vendor shall provide a System Life Cycle Testing Plan. The basic premise of the life cycle testing approach is that any changes made, whether they be by the Vendor's system(s) or the State's systems, should be properly tested prior to being introduced into a production environment. The plan shall include, at a minimum, the testing phases described in this RFP. The plan shall address the extent of integration testing that is to occur to ensure that all systems properly interface and operate as designed. The final Life Cycle Test Plan shall be submitted according to the scheduled date as approved in the Project Management Plan. The Life Cycle Testing Approach must include plans and procedures for testing during the design, development and implementation (DDI) phase as well as during the maintenance and operation (M&O) phase.

3.14.1.5 BACK-UP AND RECOVERY PLANS

The Vendor shall provide an evaluation of the types of service interruptions that may impact CHILD CARE MANAGEMENT SYSTEM operations and therefore require the use of a backup and recovery process. For each potential interruption type, the Vendor shall, at a minimum, detail the steps to be taken to survive and recover from the interruption. The plan shall include provisions to ensure that client registration, eligibility determination, benefits calculation and management, and other core functions continue to be available. In addition, the Vendor shall outline the resources committed to each proposed contingency plan (i.e., people, systems, telephone lines, and operation sites) and indicate whether the contingency plan has been tested under real or simulated conditions. The final Back-up and Recovery Plan shall be submitted according to the scheduled date as approved in the Project Management Plan.

3.14.1.6 SYSTEM SECURITY PLAN

The Vendor shall prepare a security plan detailing, at a minimum, the security provisions and proposed user profiles established within the ALABAMA CHILD CARE information system. The Vendor shall agree to and submit the final System Security Plan according to the scheduled date as approved in the Project Management Plan. The System Security Plan must meet all applicable NIST SP 800-53 Rev. 5 (https://csrc.nist.gov).

3.14.1.7 TRAINING PLAN

The Vendor shall prepare and submit a Comprehensive Training Plan that identifies the proposed deadline for planning, design, development, production and distribution of all training resources and activities. The training plan should address the timeline for creation of the deliverables and the timeframe for training ALDHR staff, clients, and providers. The training plan must include the development and launch of a training sandbox environment for ALDHR staff to practice using the system after training. The plan should outline deliverable dates of training products with sufficient time allowed for State review and approval. ALDHR requires a Just-in-Time training approach so that staff are trained no more than two (2) weeks prior to their go-live date.

3.14.2 REQUIREMENTS VALIDATION PHASE

During the requirements validation phase, the Vendor shall:

a. Utilize the functional requirements provided by ALDHR as a starting point for requirements validation
b. Maintain a mapping and traceability of requirements as they are allocated to design units. This requirements traceability matrix (RTM) will link the functional requirements to the system design and, ultimately, to the code and through to system and user acceptance testing. This process facilitates ongoing visibility into how the implemented solution supports all user and technical requirements.
c. Support ALDHR in identifying all the staff with the required business and technical knowledge to participate in requirements validation meetings
d. Conduct the necessary requirements sessions and activities to validate and update the requirements
e. Utilizing the transfer system gap analysis referenced in the RFP submit an updated Gap Analysis Report identifying System configuration and development needs

f. Deliver to ALDHR a Requirements Definition Document, with updated business process flows
g. Deliver detailed Functional and Technical Requirements Traceability Matrices to the State Project Director
h. Support ALDHR staff during review and approval of requirements documents
i. Record the minutes of all requirements sessions. The minutes shall include, at a minimum, requirements identified and/or defined, decisions reached, and any unresolved issues and action items identified during the sessions. The Vendor shall distribute the minutes electronically for State review and approval and shall track the resolution of all unresolved issues and action items in a single State-approved repository. The Vendor shall file ALDHR approved minutes in the Project Repository.
j. Document all requirements, including all features and functionality, and the rationale for each requirement, in a requirements repository. The Vendor shall organize the requirements into related functional subsets. The Vendor shall examine each requirement to identify any and all relationships and to review for consistency, omissions, and ambiguity. Layout and fields of the Requirements Repository shall be finalized with ALDHR during the planning activities.

3.14.3 PROJECT DESIGN PHASE

The Vendor shall include ALDHR representatives in all design discussions and shall:

a. Organize and conduct design sessions with subject matter experts to develop the detailed System design
b. Schedule and lead design sessions required to support System's development and interfaces to external and internal data sources.
c. Compile the Architecture Design Documents, comprised of the following components:
    - Interface design
    - Database design
d. Complete all required State and federal security documents including the System Security Plan, the Risk Assessment, and the Contingency Plan. The Security Plan will include a full security risk assessment composed of the following steps:
    - Risk Assessment: Identify and/or validate threats and vulnerabilities
    - Risk Analysis: Determine the probability and severity of the risks
    - Risk Mitigation: Identify adequacy of planned security controls to mitigate risks
    - Cost Considerations: Select cost-effective security controls to implement
e. The Security Plan shall also include a security matrix with roles/responsibilities. Cost-effective security controls or enhancements to existing controls for the System shall be identified and implemented where practical.
f. Customize forms and reports as per ALDHR-approved design requirements.
g. Develop detailed functional design, including business rules documentation.
h. Develop detailed technical design, including forms design, reports design and interface design.

3.14.3.1 TECHNICAL ENVIRONMENT SETUP AND MANAGEMENT

The Vendor shall design and define the technical environments for the System. The Vendor shall be responsible for the following activities:

a. Develop and maintain the Technical Environment and Infrastructure Design document which contains:
    - Detailed specifications for all necessary hardware, software, and tools requested or required to support the appropriate number of technical environments to successfully implement the System.
    - Design with detailed infrastructure requirements, disaster recovery planning specifications and other design elements.
b. Requested Technical Environment and Infrastructure Design inputs must be submitted to ALDHR for review and feedback.
c. Ensure at a minimum that the following technical environments are created and meet requirements specified in the approved Technical Environment and Infrastructure Design:
    - Development
    - System Integration Testing

- UAT
- System Training
- Training Sandbox
- Staging
- Production
- Disaster Recovery

There is no requirement that all environments listed here be operational or available at all times. It is acceptable for the Vendor to reuse or repurpose an environment for multiple uses so long as a suitable environment is available for a stated task or purpose at the time set out in the PMP.

3.14.3.2 REPORTS DESIGN AND VALIDATION

The Vendor shall provide a comprehensive approach to the implementation of the System reporting requirements outlined in the functional and technical requirements. The Vendor must understand and support the State and federal policies and regulations for reporting requirements.

The reporting approach shall provide ALDHR management and caseworkers an integrated view of operational as well as analytical reports giving the staff visibility into critical decision support information. The System shall support the following reporting capabilities necessary for effective program management:

a. Static and Dynamic Reporting: Ability to provide static historical management reports and dynamic (i.e. real-time) reporting via a Dashboard or Business Analytics approach for all program and functional areas.
b. Graphical Reports: Ability to configure presentation parameters to view graphical displays and drill-down capability.
c. User Defined Reports and Views: Ability to provide user-defined reporting views based upon different roles, security profiles, etc. of various stakeholders. The Vendor shall define the rules for user roles and reports configuration in System Design.
d. Exporting Data: Ability to export report results to common data formats (e.g., Excel, CSV, etc.).
e. Random Sampling of Data: Ability to define parameters for random sampling of data, by person or case, for audit review purposes.

The Vendor shall validate the current reports and document reporting requirements during the design sessions.

3.14.3.3 TEST PLANS

The Vendor shall develop s during the Design Phase. The test strategy that shall be submitted with the Vendor's proposal must, at a minimum, outline the test purpose, methodology, environment, and approval rating system. Test Plans shall be developed for the Functional Demonstration, System Acceptance Test, Load/Performance Test, and the System Interface Test. The final System Test Plans shall be submitted according to the scheduled date as approved in the Project Management Plan.

3.14.4 PROJECT DEVELOPMENT PHASE

The Development Phase shall commence following the completion of the Design Phase and shall be completed according to the agreed upon Project Schedule. During this phase of the project, the Vendor shall build, customize, configure and test the CHILD CARE MANAGEMENT SYSTEM according to the system specifications defined and agreed upon during the Design Phase. The Vendor must be up-to-date on all software and firmware releases within two (2) versions.

All deliverables for the development phase identified within the Project Management Plan are subject to State review and approval.

3.14.4.1 SYSTEM DEVELOPMENT ACTIVITIES

The Vendor shall be responsible for the following activities:

a. Apply consistent development standards including coding, database, and field naming conventions, in alignment with industry standards

b. Develop and deliver interface partner data exchange agreements in coordination with ALDHR. Develop the required interfaces and perform/support all necessary testing activities required to implement the interfaces
c. Perform necessary configuration, development, and testing required to implement the functional and technical design. This includes unit testing, integration testing, and usability testing with end users, clients, and service providers.
d. Get authorization from ALDHR for the use of legacy system resources (e.g., source files) and data derived from ALDHR's legacy systems (Table 1). ALDHR requires the use of legacy system data that has been through the Vendor's conversion process for testing the accuracy and completeness of the conversion process.
e. Follow the process and procedures defined by ALDHR or its designee with respect to use of all shared technical and business services and components.
f. Provide and implement application lifecycle management processes to manage requirements through the entire application lifecycle.
g. Support continuous integration through the use of a version control tool.

3.14.4.2 SOURCE CODE REQUIREMENTS

The Vendor shall:

a. Facilitate code reviews to ensure software customizations and interfaces comply with industry coding standards and to minimize defects.
b. Provide ALDHR with access to both source/object codes for software components and documentation during DDI.
c. Provide ALDHR with well documented, readable source code and object (executable) code and documentation for all functionalities.
d. Ensure that the System is fully and completely documented at all times during the term of the contract.

3.14.4.3 UPDATES TO DETAIL DESIGN

The Vendor shall revise the Detailed System Design documents to reflect any system modifications identified and made as a result of the system testing that occurs during the Development, Conversion, and Testing Phases. If revisions are required, the Vendor shall agree to and submit the updated Detailed System Design no later than two (2) weeks following the completion of the CHILD CARE MANAGEMENT SYSTEM testing process. The Vendor shall keep the Detailed System Design up to date for the duration of the term of this agreement.

3.14.4.4 SYSTEM OPERATIONS/ INTERFACE PROCEDURES MANUAL

The Vendor shall provide a Systems Operations/Interface Procedures manual that shall include an introduction giving the purpose, audience, organization, related documents and feedback. This manual should include:

a. Batch files and the times of transmission
b. List of real-time interfaces
c. Employee, client, and provider interface configurations
d. Problem resolution and escalation procedures
e. Sample of a daily statistical report (summarizes amount of benefits awarded, number and type of notices generated, problems encountered, etc.)
f. Batch maintenance record formats
g. List of batch processing schedules (if applicable) with a description of each schedule
h. Procedures/deadlines for requesting changes that require schedule modifications

3.14.4.5 REPORTS MANUAL

The Vendor will produce a Reports Manual describing all standard reports and client notifications to be generated by the System. The Reports Manual shall also provide a brief description of the data files provided to the State for internal report generation. The Vendor shall submit the final Reports Manual according to the agreed upon Project Schedule.

3.14.4.6 USER MANUALS

The Vendor shall provide User Manuals that provides guidance and procedures for ALDH State Office and County staff, clients, and providers on the functionality of the system. The User Manuals must be updated if adjustments are made to the system during any of the proceeding phases, including the Implementation phase and Maintenance and Operations phase. The User Manuals must be kept up to date at all times during the term of this agreement, both during DDI and M&O.

3.14.5 CONVERSION PHASE

The Conversion Phase consists of the activities required to convert and migrate the ALABAMA CHILD CARE program data from the ALDHR legacy systems to the to the CHILD CARE MANAGEMENT SYSTEM developed by the Vendor. Conversion Phase activities will begin early in the project during the Planning and Design phases. The Vendor will work closely with ALDHR staff to identify legacy system data that needs to be converted and migrated to the CHILD CARE MANAGEMENT SYSTEM. ALDHR will begin work early in the project to extract the legacy system data and prepare it for the conversion and migration process. The activities within the Conversion Phase consist of the following:

- Migration of all module data including Provider, Client/Child, Agency, Funder, System Administration, Security, Federal Reporting, Licensing and Eligibility Determination (CCMS)
- Migration of all BOE reports (SAP-BOE)
- Migration of all Time and Attendance, Provider Authorizations, Payment and Reimbursement Data, Reporting etc. (TAS-CONDUENT)
- Migration of FTP processes for Provider data (IDEALS, DHR Website, Laserfiche etc…)

The Vendor shall:

a. Develop a Data Conversion and Migration Plan to describe its conversion and migration strategy. The Vendors must collaborate with ALDHR to identify the amount of historical data to be converted from each legacy system to the CHILD CARE MANAGEMENT SYSTEM. The Data Conversion and Migration Plan shall also discuss if there is a concurrent period of operation where data will be maintained in both the System and legacy systems, how data will be synchronized during concurrent operations, and which contains the official record during concurrent operations.
b. Provide a data dictionary, data models, data flow models, process models, and other related planning and design documents to ALDHR in a timely manner prior to data conversion/migration validation.
c. Lead data conversion and migration activities including developing a schedule for all data mapping and conversion activities involving ALDHR resources. Perform data conversion mock runs, mapping and loading in close consultation with ALDHR.
d. Provide tools and techniques to minimize the manual effort required to convert data from the legacy system and/or synchronize the data between the initial release and the retirement of the legacy systems.
e. Coordinate all automated and manual data loads during data conversion testing and UAT.
f. Perform and pass, at a minimum, one trial (mock) data conversion prior to UAT using a full or partial dataset as determined and approved by ALDHR during the planning phase.
g. Perform data conversion testing and provide tools or guidance to help data conversion by identifying common error conditions (e.g. duplicate records) and minimizing manual effort during the data conversion and migration process by automating where possible the corrective action process (e.g. merging duplicate records).
h. Develop audit trails and logs, which shall ensure that all data has been correctly migrated and, when appropriate, that the correct synchronization has been achieved.

3.14.6 PROJECT TESTING PHASE

System testing is a continual process that begins during the Development Phase, continues through the Conversion Phase, and is the focus of the Testing Phase. System testing must be performed on all components and functional areas of the ALABAMA CHILD CARE information system before delivery of the System. Upon completion and approval of the design documents, the Vendor shall update the System Test Plan as appropriate.

The Vendor shall provide system test scripts detailing step-by-step instructions on the system functions to be demonstrated. Test scripts shall also describe the desired system outcomes and test results. The Vendor shall develop and control test data.

The Vendor is responsible for the testing activities described below both during the DDI phase of the project as well as during the ongoing maintenance and operation of the system. The Vendor must describe its testing methodology for M&O to include, at a minimum, unit testing, system (integration) testing, quality assurance testing, and their plan for coordinating with DHR users to complete user acceptance testing. Other testing activities must be addressed where appropriate during M&O. For instance, for major enhancements to the system that are completed during M&O, it may be appropriate to plan and execute interface testing, performance/stress testing, or conversion testing.

3.14.6.1 PRE-TESTING

The Vendor shall:

a. Develop and execute a Comprehensive Test Plan prior to the beginning of any testing activities. The Comprehensive Test Plan should cover the period that begins when the System is delivered in whole or in part for testing and ends when the System is fully implemented. The Comprehensive Test Plan shall be approved by ALDHR before testing activities can begin.

b. Conduct pre-testing validation of functional requirements, including ensuring the System meets the most current version of the Child Care and Development Fund.

c. Train State staff on testing procedures for the various testing phases.

3.14.6.2 PROJECT TESTS

Required system tests and demonstrations, are detailed in this section, along with who is responsible for each test or demonstration:

- Functional Demonstration (Vendor Led) - provide State and Federal representatives the opportunity to review and observe planned CHILD CARE MANAGEMENT SYSTEM operations. The Vendor shall prepare a report of the demonstration results including any system modifications that were identified. The Functional Demonstration should occur as early as possible but no later than four (4) weeks prior to the System Acceptance Test to ensure the design is proceeding according to the expectations of the State and Vendor.
- Unit Testing (Vendor Led) - a way of testing a unit - the smallest piece of code that can be logically isolated in a system; unit testing is conducted by Vendor's development team and occurs continuously during the development phase
- Interface Testing (Vendor Led) – a test shall be conducted for each interface, either internal or external, that must interface with the CHILD CARE MANAGEMENT SYSTEM to ensure that all files sent between the systems are properly received, accepted, and processed; Vendor must test with real production data as part of Interface testing
- System (Integration) Test (Vendor Led) – provides the opportunity to test the CHILD CARE MANAGEMENT SYSTEM functionality and ensure compliance with the system design requirements. This test shall consist minimally of functional requirements, security, recovery, system controls, and "what if" testing.
- Quality Assurance Testing (Vendor Led) – the Vendor will be responsible for this comprehensive system-wide test; the Vendor will utilize the test scripts and other artifacts prepared by the Vendor and work closely with ALDHR SMEs and other project personnel to add detail and additional scenarios to ensure that every contingency is tested. QA testing will be conducted primarily by QA staff and ALDHR project SMEs.
- Performance/Stress Testing (Vendor Led) – the purpose of this test is to ensure that there is sufficient capacity within the CHILD CARE MANAGEMENT SYSTEM to handle the expected database sizing and transaction volume. Test results from the Performance/Stress test shall be used to formulate a

system capacity model to determine the appropriate hardware and software requirements and configuration so that the ALDHR systems can accommodate the anticipated transaction volumes. The Vendor may, as an option, choose to use current production data in order to develop a system capacity model for modeling the anticipated transaction volumes. If the Vendor is anticipating utilizing this option, the Vendor should provide a description on how the modeling will be performed, and how the results of the modeling exercise will be reported to the State. The Vendor must also detail how it plans to either simulate or procure the volume of data necessary to perform this test.

- Conversion Testing – the Vendor shall be required to demonstrate to the State the conversion and migration of ALABAMA CHILD CARE data from the legacy systems to the CHILD CARE MANAGEMENT SYSTEM. Part of the test is a validation of conversion results, and the ability to perform tests against the converted database. The Vendor must utilize actual converted data during this phase of testing. ALDHR requires a series of successful trial/mock runs prior to the actual conversion. These trial/mock runs will help the Vendor and State to better understand the timing and success rate of the upcoming conversion.
- User Acceptance Testing (Vendor Led) – the Vendor will be responsible for leading and coordinating this comprehensive system-wide user acceptance test. The Vendor will work closely with ALDHR SMEs and other project personnel to add detail and additional scenarios to ensure that every contingency is tested. UAT will be coordinated and directed by the Vendor with the testing executed by ALDHR SMEs, county and state office workers as selected by ALDHR. In addition, as part of the user acceptance testing, the Vendor must demonstrate and test the methods and processes it has put in place for performing daily reconciliation between the State legacy systems and the CHILD CARE MANAGEMENT SYSTEM that will run in parallel during Pilot. Keeping the legacy DHR systems and the CHILD CARE MANAGEMENT SYSTEM in sync during the Pilot and phased rollout is critical to a successful implementation. During the formal test script portion of the user acceptance test, testing representatives will follow detailed test scripts developed by the Vendor. The test scripts should cover all facets of the system's operations and test all of the system processing options and environmental conditions for all user interfaces. The ad hoc or "what if" portion of the acceptance test provides the State and Federal representatives the opportunity to include various transaction sets and sequences that have not been included in the test scripts and to challenge the system's operations and design.

3.14.6.3 VENDOR TESTING RESPONSIBILITIES

The Vendor shall:

a. Manage each test cycle, tracking progress and producing progress and quality reports. Provide ad hoc support for UAT as needed.
b. Develop test plans for each testing type/phase including entrance and exit criteria, approach to test issue management, and progress tracking.
c. Support the testing environment throughout the course of the project including creating the test datasets, creating de-identified test data sets and resetting/refreshing the test data to support re-running of test scripts.
d. Develop test scripts covering all of the functionality included in the release for each testing cycle in collaboration with ALDHR. Assist the State in developing UAT test scripts when requested.
e. Refine, update, and make available all test documents, procedures, and scripts throughout development and through full System acceptance to reflect the current requirements.
f. Include testing of time-sensitive elements. As System events contain date and time-sensitive elements, the testing infrastructure must provide a method of altering and synchronizing the System date throughout each test phase. This requires the ability to change the System date and time in some scenarios.
g. Execute the test scripts for all test cycles with minimal assistance from ALDHR. Prior to being promoted to UAT, the test scripts must meet acceptance criteria with user security/permissions enabled (aligned with the Security Plan).
h. Compile testing results for all test cycles. This includes UAT test results from the State.

i. Participate in check-point meetings including testing phase entrance and exit gates and provide relevant information for ALDHR to make informed decisions to migrate into/out of testing phases.
j. Provide and use a Test Issue tracking tool that allows testers (Vendor or ALDHR) to log a testing discrepancy or bug and to track its progress in resolving identified Test Issues. The Test Issue tracking tool shall be provided at no additional cost to the State.
k. Re-test a test script in its entirety (and associated test scripts) when a failure occurs at any stage of testing (e.g., a failure in UAT that necessitates a code change will require the component to go back through unit testing, integration testing, and so forth).
l. Provide and use a load testing tool to identify System load/availability issues with performance and required metrics. Conduct a series of load tests designed to ensure the System can continue to operate adequately and meet performance service levels at the high and low ends of planned scale (in terms of users, transaction throughput, and data volumes) of operations. The load testing tool shall be provided at no additional cost to the State.
m. Provide and leverage a testing tool/test harness which supports automated regression testing and other testing functions. Develop a suite of automated regression test scripts to automate regression testing for the entire System, leveraging the test harness. Prior to submitting the changes to the Staging environment for UAT and reporting results, execute the automated regression test scripts as required to ensure changes do not break the intended functionality.
n. Help develop a "Complete and Final Test Plan" for ALDHR staff prior to the start of the UAT.
o. Support ALDHR staff in developing UAT test scripts including developing test data sets.
p. Ensure the testing schedule accommodates the provision of the required test data for each testing cycle.
q. After UAT is completed, ALDHR conducts a Go/No-Go Assessment. The Go/No-Go Decision Document is sent to ALDHR staff with a formal request for concurrence to move to the Pilot Implementation and for continued funding.

3.14.6.4 TEST REPORTS

The Vendor's proposal shall provide reports describing the results of each test that is performed, as well as any additional retesting that is required to satisfy the test objectives. The test reports shall also describe the intended scope and results from the tests, and any system modifications that are identified as necessary to resolve system errors and deficiencies found during the testing. The Vendor shall submit interim test reports no later than two (2) weeks following the completion of the respective test being performed. Final System Test Reports shall be provided according to the agreed upon Project Schedule.

3.14.6.5 LIVE DEMONSTRATION AND APPROVAL

After the aforementioned tests have been completed for any given functional module or component, the Vendor will provide a live demonstration of each functional module or component of the ALABAMA CHILD CARE information system. This demonstration shall include required reports and client notifications and must receive ALDHR's approval prior to beginning system implementation through the launch of the pilot. Following the live demonstration and review of the results of the outstanding issues identified during testing, ALDHR will have a formal Go/No-Go decision meeting/point regarding proceeding with implementation and the pilot.

3.14.7 PILOT IMPLEMENTATION

If the State provides approval for a "Go" decision in the post UAT Gate Review, the Vendor shall conduct the Pilot Implementation in the designated pilot sites. Before the System goes live in the pilot sites, the Vendor shall provide knowledge transfer to the State Help Desk staff that will be tasked with handling Tier 1 Pilot Implementation-related issues. The Vendor's Tier 2 and Tiers 3 help desk resources shall be trained and ready to commence support.

The Vendor shall roll-out a fully functional System that meets all requirements described in this RFP during a Pilot Implementation in a minimum of three (3) regions to be selected by ALDHR. The Vendor will collaborate with ALDHR throughout the Pilot process. The Vendor shall:

a. Develop the Pilot Implementation Plan that includes identifying the scope, participants, and timeline. Pilot Implementation Plan shall define requirements and expectations related to parallel operations of the CHILD CARE MANAGEMENT SYSTEM and the still operational legacy systems, including data syncing and performance.
b. Present the Pilot Implementation Plan to ALDHR and incorporate ALDHR feedback before finalization.
c. Maintain a Pilot Implementation checklist and manage the Pilot Implementation without any disruptions to normal operations.
d. Track and resolve issues and defects identified during the Pilot Implementation in a timely manner, in consultation with ALDHR.
e. Schedule and lead checkpoint meetings, including entrance and exit criteria, and provide relevant documentation and results to help ALDHR make informed decisions to migrate into and out of the Pilot Implementation.
f. Provide necessary materials required to pass any federal review of the Pilot Implementation results.
- Address any findings and work with ALDHR to gain formal written acceptance of the Pilot Implementation and authorization for Statewide Implementation.
- Support ALDHR in development of the Post Pilot Implementation Go/No-Go Decision Document for a Gate Review.

g. Document the lessons learned from Pilot Implementation, update the Pilot Implementation checklist and update applicable System documentation.

3.14.8 PROJECT IMPLEMENTATION PHASE

The Implementation Phase begins after the completion of the project development phase, conversion and migration of ALABAMA CHILD CARE data from the legacy systems to the CHILD CARE MANAGEMENT SYSTEM, and Pilot. During the Implementation Phase the Vendor shall maintain ongoing communication with ALDHR about CHILD CARE MANAGEMENT SYSTEM operations and immediately notify the State of any issues or system problems. The Vendor project manager shall be the primary point of contact for ongoing communications to the ALDHR for all CHILD CARE MANAGEMENT SYSTEM and operational issues.
The ongoing communications required from the Vendor includes a monthly status report containing open and closed issues, a monthly status meeting with ALDHR and key Vendor staff, and other reports/meetings at ALDHR's request. Of particular importance is the development of standard maintenance windows and advance notification of scheduled system downtime to ALDHR by the Vendor.
During the Implementation Phase, the Vendor shall maintain and update as required the key design and operational manuals delivered during the Design and Development Phases. These manuals include:

- Detailed Design Document
- Back-up and Recovery Plans
- System Security Plan
- System Operations/Interface Procedures Manual
- Reports Manual
- User Manual

3.14.8.1 STATEWIDE IMPLEMENTATION

If the State provides approval in the form of a Go Decision following the Pilot Implementation Gate Review, the Vendor shall implement the System at a statewide level and shall:

a. Assess the pre-implementation readiness of ALDHR counties and State Office and document the status in a pre-implementation readiness assessment.
b. Deliver the Statewide Implementation Plan deliverable to ALDHR.
c. Develop the Release Plan, which shall also include both pre-production and production releases. The Vendor shall address and fix all issues, defects and findings identified during testing and pilot and work with ALDHR to gain formal written acceptance before the Statewide Implementation.
d. Manage the Statewide Implementation including providing support to all identified user groups (such as central office and county offices) and enabling security access as defined.

e. Schedule and lead checkpoint meetings.

f. Develop and deliver an operations manual which captures procedures required to conduct all M&O services, and the processes and tools to be managed and operated by the Vendor. Plans for the following services must be included in this deliverable:
   - System administration and operations
   - Help desk and incident/problem management
   - Root cause analysis
   - System monitoring
   - User account management
   - Security administration
   - Database administration
   - Change and release management
   - Training (initial and ongoing) of State staff
   - Configuration management
   - Performance management
   - Capacity planning and management
   - Technology refresh and replenishment services
   - Disaster recovery services
   - Escalation procedures

3.14.8.2 PROVIDER PAYMENT ACCURACY

Prior to Statewide Implementation, the Vendor shall test a representative sample of benefit provider payments for Child Care Providers in the CHILD CARE MANAGEMENT SYSTEM against the provider payments issued by the legacy system (parallel testing). The representative sample shall be selected by ALDHR, and within that sample, the provider payment match rate (i.e. provider payments to be paid by the CHILD CARE MANAGEMENT SYSTEM as compared to provider payments that would have been paid out of the legacy system) must be the same in both recipient data and amount. One hundred percent (100%) of the sample provider payments must match the legacy system outputs in the Vendor's Provider Payment Accuracy Report by the deliverable due date. Similarly, immediately after Statewide Implementation, the Vendor shall conduct provider payment accuracy tests on another sample set provided by ALDHR. By a mutually agreed upon deadline, the Vendor shall resubmit an updated Provider Payment Accuracy Report.

3.14.9 MAINTENANCE AND OPERATIONS (M&O) PHASE

Following a successful statewide implementation of the fully-functioning System, the Vendor will begin the maintenance and operations (M&O) phase of the engagement. During the M&O phase, the Vendor will be responsible for all activities and tasks required to maintain and operate the System. The M&O period of service shall consist of two (2) stages, Stabilization and Steady State.

3.14.9.1 M&O STABILIZATION

The Stabilization period shall run for the fourteen (14) months immediately following Statewide Implementation. During this stage, the Vendor shall maintain sufficient staffing to address any remaining issues, defects, performance tuning, documentation, or enhancement work that may have been identified during the DDI and Implementation phases of the project. The Vendor shall make necessary Vendor personnel available to ensure System performance stabilization is achieved. The Vendor will keep its functional and technical leads in place for the duration of the Stabilization period to ensure a smooth transition period to the CHILD CARE MANAGEMENT SYSTEM. Please see the M&O responsibilities below for more details.

3.14.9.2 STEADY STATE M&O

Following the Stabilization period, the two (2) year Steady State M&O period shall begin. The Vendor shall be responsible for all M&O responsibilities during this stage and will staff its development and testing team appropriately to address the day-to-day M&O duties as well as any enhancement requests by ALDHR.

3.14.9.3 M&O RESPONSIBILITIES

3.14.9.3.1 Systems Operations Planning and Execution

The Vendor shall:

a. Develop and deliver an M&O Plan which captures all activities required to seamlessly conduct all M&O activities, including:
   - Proposed Vendor M&O staff and M&O organization charts for both the Stabilization Stage and Steady State M&O
   - Roles and responsibilities of all staff related to the M&O activities
   - Account Management Plan
   - Proposed list of activities and processes to support M&O activities
   - Any software to be used for M&O tasks and activities
   - Measurable progress milestones and checkpoints so ALDHR can quantify any risks
   - Readiness checklist which captures all activities

b. Develop and deliver an updated Lessons Learned Report that includes lessons learned from Pilot Implementation, Statewide Implementation, and subsequent activities.

c. Perform all M&O activities for the System across various environments (e.g., development, testing, training, production, disaster recovery).

d. Perform training and other related activities required to ready the Vendor's M&O team to support the System including, but not limited to:
   - System technologies, configurations, customizations;
   - System operational processes and tools; and
   - Existing documentation and documentation standards.

3.14.9.3.2 Account Management

The Vendor shall develop and execute an Account Management Plan, which shall include the following components:

a. A description of Account Management structure, planning, and procedures

b. A process, developed in conjunction with ALDHR, that clearly defines how to order, change, or delete M&O service requests. This includes service requests on changes to the infrastructure or middleware on which the System runs.

c. Plan for development and maintenance of all relevant System M&O process documentation, including the Vendor's responsibility for keeping all process documentation up-to-date.

d. Plan for developing, documenting, and keeping up-to-date the approach to the System's M&O reporting including status reporting, performance measures reporting, and reporting mechanisms.

e. Plan for preparing pre-production release software for production and pre-production testing.

f. Plan for providing status and trend reporting (e.g., statistics, trends, audits) including risks and issues.

g. Report on the full set of performance measures in the RFP, including any additional performance measures proposed by the Vendor over the Term.

3.14.9.3.3 Capacity Management

The Vendor shall:

a. Develop a Capacity Plan to manage the hardware and software resources required to deliver System services. It should include predictions of business demand and strategies for meeting service levels during periods of peak use.

b. Collaborate with ALDHR to understand any business trends which could impact the System's capacity requirements and subsequently analyze historical trends and provide capacity forecast.

c. Lead all capacity planning activities and coordinate with ALDHR staff as necessary.

3.14.9.3.4 Release Management

The Vendor shall:

a. Propose and obtain ALDHR approval for a monthly maintenance window during non-peak hours
b. Identify and submit any System releases in compliance with Vendor's change management process.
c. Provide required scripts, release notes, and other documentation regarding each release.
d. Perform all releases between 11:00 p.m. and 5:00 a.m. Central Time except for critical patches. ALDHR must approve all releases in advance.

3.14.9.3.5 Configuration Management

The Vendor shall:

a. Ensure the System's configuration is up to date; any errors should be reported to ALDHR immediately.
b. Capture any System software configuration changes included in any approved Change Request.

3.14.9.3.6 System Performance/Monitoring

The Vendor shall:

a. Define, document, and propose System monitoring policies, procedures, and standards including monitoring:

- Buffers, database buffers, table space fragmentation, database space, unusual growth, and propose a solution in case of alert
- System logs, update errors, database corruption, jobs
- Transaction and trace logs, network event logs and traces, garbage collector, memory and CPU utilization, indexes, etc.
- Middleware (e.g., workflows, in- and out-bound queues) and report to ALDHR according to agreed upon procedures
- End-to-end transaction response time to allow measurements against performance measures
- Interfaces, batch and job scheduling

3.14.10 PROJECT CLOSEOUT

3.14.10.1 CLOSEOUT PLAN

The Vendor shall create and deliver a detailed Closeout Plan that covers all activities and the efforts of all involved parties at least six (6) months prior to the end of the M&O Stabilization period. This will be reviewed and formally approved by ALDHR through the process outlined in the PMP. The Closeout Plan shall express time and budget requirements, action ownership, and program governance. The Closeout Plan shall define the means by which no interruption in the provision of the services, or reduction in service levels, will occur during the transition to Steady State M&O.

3.14.10.1.1 Closeout Plan Assets

The Closeout Plan shall include procedures for handing over the key assets to the new service provider at the end of Steady State M&O. These assets include:

a. Client and other records (including subcontractor agreements that are required to provision the services)
b. Configuration information
c. Databases
d. Documentation
e. Asset registers
f. Knowledge databases
g. Fault databases
h. Asset maintenance history and status
i. Manuals
j. Process and procedure documentation

k. Any other similar items that the Vendor used or produced during the course of, or for the purpose of, provisioning the services or relating to the configuration control of the services
l. Source code
m. Development tools and procedures

3.14.10.1.2 Project Closeout Final Process

The Vendor shall schedule and conduct a Project Closeout planning meeting with key project staff from the Vendor and ALDHR. The Vendor shall perform the tasks required to close out the project including updating all appropriate documentation, migrating the documentation to the State and new service provider, and providing support during the turnover if requested.
After formal acceptance of the Steady State M&O closeout by the State, the Vendor shall provide a project closure document that summarizes all lessons learned and reports successful completion of all contractual obligations.

3.15 DELIVERABLES SUMMARY

The Vendor may propose a project approach that is based on different tasks so long as the underlying activities are completed and the required deliverables are produced. In the event that the Vendor proposes additional deliverables it feels are necessary to meet the Department's requirements within their proposed methodology, such deliverables must be clearly documented in its proposal. The Vendor may, with the Department's approval, consolidate related deliverables into a single document as long as each deliverable is adequately addressed and clearly delineated so that the Department can easily determine which deliverables are included. As a part of its overall proposed project schedule/plan, the Vendor must provide dates for each of the deliverables set out. The deliverables are meant to serve as project milestones and the Department must approve each deliverable to ensure that the Vendor is adhering to the Department's requirements. All work performed by the Vendor during the project will be monitored and reviewed by the Department or its designated agent(s). All completed work must be in conformance with the system requirements set forth in Section 3: Scope of Project of this RFP and the resultant contract.
Department staff will review all work after it is completed and submitted by the Vendor in accordance with the following:

A. Completed deliverables and all supporting documentation shall be submitted for review and approval by the Department on or before the dates specified in the project plan. The Department has provided descriptive text for deliverables in this section. The text provides specifics of what the Department expects to see in the deliverables but this list should not be considered exhaustive. The Vendor is expected to provide context appropriate content for each deliverable.

B. Department personnel shall review each deliverable submitted by the Vendor and shall determine within ten (10) business days of receipt whether or not the deliverable is acceptable based on the specifications set forth in the RFP. The Department reserves the right to add additional review time, not to exceed a total of twenty (20) business days total, to any deliverable submitted by the Vendor that exceeds two hundred (200) pages, including supporting documentation.

C. The Department will notify the Vendor in writing when a deliverable is accepted by the Department.

D. If a deliverable or any portion of a deliverable is not acceptable to the Department, the Department Project Director shall notify the Vendor in writing. The written notice shall contain a detailed explanation of the deficiency(ies) leading to the Department's rejection. From the point the notice of deficiency is submitted, the Vendor shall have five (5) business days to cure the deficiency(ies) and resubmit the deliverable to the Department. The Department shall review the resubmitted deliverable within five (5) business days and communicate its acceptance or rejection to the Vendor.

E. The Vendor's repeated failure to timely submit acceptable deliverables shall be adequate cause for the Department to exercise the penalty provisions of the contract up to and including termination
During the DDI portion of the engagement, the Vendor will produce and submit for State approval a series of deliverables at various points throughout the SDLC. There will be a total of eight (8) Payment Milestones during DDI, each with its own associated deliverables, as detailed below. The description of each deliverable can be found in the corresponding RFP Sections listed in Table 8. The deliverables, or their approved equivalents, are required regardless of the Vendor's SDLC methodology (e.g., waterfall, agile, hybrid, etc.).

3.15.1 DELIVERABLE EXPECTATION DOCUMENT (DED)

For each deliverable required as a part of this project, the Vendor shall provide a Deliverable Expectation Document (DED) to ALDHR prior to commencing work on the deliverable. The DED shall govern the contents of the deliverable, enumerate ALDHR's expectations and acceptance criteria, outline what is to be included in the deliverable by the Vendor, classify the type of deliverable according to complexity and length of review cycle activities, and provide the invoice price for the deliverable. Any work not done in compliance with the DED shall be revised at no additional cost to ALDHR and no impact to the defined schedule.

3.15.2 DDI PHASES, DELIVERABLES, AND PAYMENT MILESTONES MATRIX

Deliverables shall be reviewed through the following process, and in cases of a Gate Review, deliverables are subject to review and approval by associated federal entities. The Vendor shall submit deliverables in accordance with the schedule in this Section. If requested by ALDHR, the Vendor shall conduct a walkthrough of the deliverable with all appropriate ALDHR staff. Following deliverable submission, the State shall adhere to the following process and timelines:

- **Step 1 - State Review:** ALDHR shall review and either approve or reject each deliverable and will communicate the approval or rejection by email. A rejection shall be accompanied by a list of deficiencies.
- **Step 2 - Vendor Update**: Vendor shall make all changes identified by ALDHR and resubmit an updated deliverable to ALDHR for review and approval.
- **Step 3 – State Acceptance**: Following submission or resubmission, acceptance of all Vendor deliverables will be communicated to the Vendor by the State's designee. ALDHR will not consider any deliverable to be final or eligible for payment until the deliverable has been accepted in writing, email acceptable.

Timeframes for deliverable submission and review process are provided below.

Table 6 – Deliverable Timeframes

Deliverables Classification	ALDHR Review Period per Review Cycle	Vendor Update Period after Receiving State Updates
Type A	Seven (7) calendar days	Five (5) calendar days
Type B	Ten (10) calendar days	Seven (7) calendar days
Type C	Fifteen (15) calendar days	Ten (10) calendar days

The table below shows the DDI phases, their associated deliverables, and each Deliverable's Classification for its review timeframe. Please note that the DDI phases map directly to the eight (8) Payment Milestones. At a minimum, these deliverables (or their equivalent with prior approval from ALDHR) must be created by the Vendor and accepted by the State.

Table 7 – Deliverable Payment Milestones

Payment Milestone (DDI Phase)	List of Deliverables Included in the Associated Payment Milestone	Deliverable Section	Deliverables Classification
Payment Milestone 1: Project Initiation, Planning, and Proposed System Viability Review	Project Initiation and Planning	3.8.5	A
	System Test Plan	3.14.3.3	B
	Training Plan	3.14.1.7	B
	Conversion Plan	3.14.1.1	B
	Establishment of the transfer solution in a sandbox environment and system viability review	3.8.10	N/A
Payment Milestone 2: Requirements Validation	Functional and Technical Requirements Traceability Matrices with Gap Analysis Report	3.14.2	C
	Requirements Definition Document	3.14.2	C
Payment Milestone 3: System Design	Detailed functional design	3.14.3	C
	Detailed technical design	3.14.3	C
	Disaster Recovery and Business Continuity Plan (Back-Up Recovery Plan)	2.18.7 & 3.12	A
	System Security Plan	3.14.1.6	A
Payment Milestone 4: System Development	Results of the pre-UAT security risk and impact assessment	2.18.7	B
	Functional Demonstration	3.14.6.2	N/A
	Detailed System Design (updated)	3.14.3	C
	Risk Registry	3.14.3	B
	User Manual/Guide	3.14.4.6	B
Payment Milestone 5: Data Conversion and Migration	Data Conversion and Migration Plan	3.14.5	B
	Successful data migration completion	3.14.5	N/A
	Data migration test results	3.14.5	B
	Conversion Readiness Report	3.14.5	B
	Risk Registry (Updated)	3.14.3	B
Payment Milestone 6: Testing	Comprehensive Test Plan/Complete and Final Test Plan	3.14.6.1 & 3.14.6.3	C
	Test scripts (for all testing cycles)	3.14.6	B
	Test results (for all testing cycles)	3.14.6	B
	Post-UAT Go/No-Go Decision Document support	3.8.1.1 & 3.14.6.4	B
Payment Milestone 7: Pilot Implementation	Pilot Implementation Plan	3.14.7	B
	Pilot Implementation	3.14.7	N/A
	Post- Pilot Implementation Go/No-Go Decision Document support	3.8.1.1 & 3.14.6.4	B
	User Manual/Guide (Updated)	3.14.4.6	B
	Training Report	3.14.1.7	B
	Risk Registry (updated)	3.14.3	B
Payment Milestone 8: Statewide Implementation/Proje	Statewide Implementation		
	OCM Plan	3.8.2.2	B
	Statewide Implementation Plan	3.14.8.1	B
	Release Plan	3.14.8.1	A

Payment Milestone (DDI Phase)	List of Deliverables Included in the Associated Payment Milestone	Deliverable Section	Deliverables Classification
ct Closeout	Statewide Implementation	3.14.8.1	N/A
	User manual (updated)	3.14.4.6	B
	Benefit Payment Accuracy Reports	3.14.8.2	A
	Training Report	3.14.1.7	B
	Risk Registry (updated)	3.14.3	B
	Certification System Ready for Statewide Rollout	3.14.8.1	N/A
	Technical staff knowledge transfer materials	3.8.2.2	B
	Updated System documentation	3.14.7	B
	Operations Manual	3.14.8.1	C
	Project Closeout		
	System development completion	3.14.4.1	N/A
	System Operations/ Interface Procedures Manual (Updated)	3.14.4.4	B
	Lessons Learned Report	3.14.9.3.1	A
	System Operations/ Interface Procedures Manual	3.14.4.4	A
	Data migration documentation, including but not limited to data dictionary, data models, data flow models, and process models	3.14.5	B

As part of their proposal, the Vendor must complete Appendix G: Vendor Cost Proposal, delineating its pricing structure for each of the deliverables listed above. Details on invoicing and payment are found in Section 5.8.

3.16 PERFORMANCE STANDARDS

3.16.1 DDI PERFORMANCE TARGETS

Two performance standards will be used to measure Vendor performance during the DDI phase of the project. Compensation to the Vendor for each Payment Milestone will be dependent on the Vendor's ability to meet the below described targets for these performance measures. The Vendor will invoice the State for a completed

Measure	Measure Details	Performance Target
Timeliness of the Payment Milestone	**Description:** The Payment Milestone is completed by the deadline in the Project Schedule. **Measurement:** Completion is defined as all deliverables associated with the Payment Milestone are accepted by the State by the Payment Milestone deadline in the Project Schedule. This is measured once per Payment Milestone.	Payment Milestone deadline is met one hundred percent (100%) of the time
Quality of the Deliverable	**Description:** The Vendor must achieve State acceptance of a deliverable within three (3) complete review cycles. **Measurement:** Upon submitting a version of a deliverable, the State shall begin its first review cycle. If upon inspection, the State accepts the deliverable, no further review cycles shall be initiated. If upon inspection the State determines that the deliverable does not meet acceptance criteria, the State shall return the deliverable to the Vendor per the review process described in Section 3.15.2. This will constitute the first completed review cycle. Upon resubmission, the State shall begin a second review cycle in the same manner. If the Vendor does not achieve State acceptance for a deliverable within three (3) complete review cycles, the State shall consider this measure unmet. This is measured once per deliverable.	One hundred percent (100%) of deliverables must be accepted by the State within three (3) review cycles

Payment Milestone upon State acceptance of all corresponding deliverables for that Payment Milestone. The State will only submit payment for deliverables that have been approved by the State.

Table 8 – DDI Performance Targets

3.16.2 M&O PERFORMANCE TARGETS

The performance targets detailed in Table 14 below will be used to measure Vendor performance during the M&O phase of the contract. The Vendor will submit a monthly Performance Target Report to ALDHR by the seventh (7th) business day of the following month detailing the Vendor's compliance with the performance targets for the prior month. The State will not assess any performance penalties during the first three (3) months of the Stabilization M&O period.

Table 9 – M&O Performance Targets

Measure	Measure Details	Performance Target	Penalty Provision
Usability - Maximum Transaction Response Time	**Description:** Transaction Response Time averaging two (2) seconds or better, and never more than three (3) second response time, for all online activities, unless the State specifically agrees to waive this response time metric. "Transaction Response Time" is defined as the amount of time between pressing the RETURN or ENTER key or depressing a mouse button and receiving a data-driven response on the screen, i.e., not just a message or indicator that a response is forthcoming. **Measurement:** Total transactions completed within the required time divided by the total number of transactions. Reported monthly. **Notes:** This shall be measured under either actual or simulated deployment conditions for worst-case network performance conditions at all ALDHR county offices.	Ninety-nine and a half percent (99.5%) of transactions	• 1% of the monthly M&O invoice for each second over the three (3) second minimum; PLUS • 1% of the monthly M&O invoice for each percentage point below the 99.5% performance target
System Uptime	The ALABAMA CHILD CARE information system consists of all system functions over which the Vendor has direct control, either directly or through a subcontractor relationship.	System shall be "up" 99.9% of the scheduled uptime for clients, providers, and staff, as agreed upon in the contract, measured on a monthly basis.	* See Penalty Provision detail in Section 3.16.3.2
Urgent Incident (Service Request Severity Level 1) Resolution Completion Time	**Description:** Urgent incidents (Service Requests with severity level of 1) resolved in less than or equal to two (2) hours **Measurement:** Number of Urgent severity incidents/service requests resolved within two (2) hours divided by the total number of urgent severity incidents/service requests. Reported monthly.	Ninety-five percent (95%) of Urgent incidents	1% of the monthly M&O invoice for each percentage point below the 95% performance target for Urgent incidents
Non-Urgent Incident (Service Requests Severity Levels 2-4) Resolution Completion Times	**Description:** Service Requests with a severity of 2-4 (non-urgent incidents) resolved **Measurement:** Number of non-urgent incidents resolved within the agreed to timelines according to severity level, divided by the total number of non-urgent incidents. Reported monthly.	Ninety-five percent (95%) of non-Urgent incidents	1% of the monthly M&O invoice for each percentage point below the 95% performance target for each incident type (See timeframes for each Severity

Measure	Measure Details	Performance Target	Penalty Provision
			Level as detailed in Section 3.13.3)
Security Incidents Response Time	**Description:** Notify ALDHR of security incidents (for example, System breach, PII risk) within one (1) hour. Note that all notifications shall occur as soon as possible. **Measurement:** Number of security incidents reported within one (1) hour divided by total number of security incidents. Reported monthly.	One hundred percent (100%) of security incidents	1% of the monthly M&O invoice for each security incident not reported within the one (1) hour Performance Measure
Response to Patches and Fixes - Critical Security Patches	**Description:** Release critical patches/fixes to the production environment (aligned with ALDHR's release process) in less than or equal to five (5) calendar days from when software vendors released the critical patch/fixes for software used in the System. **Measurement:** The date the critical patch/fix is released to production minus the date the software vendor releases the critical patch/fix (unless prior approval) is less than or equal to five (5) calendar days. This measure is reported per release of critical patch/fix.	One hundred percent (100%) of Critical Patches/Fixes	1% of the monthly M&O invoice for each critical patch/fix not updated within the five (5) calendar day Performance Measure
Technical Help Desk	**Description:** Help Desk services to provide timely assistance for technical issues. **Measurement:** The number of calls answered within the set parameters divided by the total number of calls made, per month. Monthly report.	1. 85% of all calls answered within 4 (four) rings (4 rings are defined as 25 seconds.) 2. 97% of all calls for Help Desk answered within 2 (two) minutes.	1% of the monthly M&O invoice for each percentage point below the 97% performance target
Documentation Updates	**Description:** Update documentation and receive approval from ALDHR for updated documentation in less than or equal to fourteen (14) calendar days from the day a change is introduced to the System (e.g. new software is deployed) or processes (e.g. personnel changes involved in disaster recovery). **Measurement:** The time the change is introduced minus the time documentation is updated and updates approved by ALDHR is less than or equal to fourteen (14) calendar days. This measure is reported per change request.	One hundred percent (100%) of Documentation	1% of the monthly M&O invoice for each percentage point below the 100% performance target

3.16.3 PENALTIES FOR NON-COMPLIANCE WITH PERFORMANCE STANDARDS

3.16.3.1 PENALTIES DURING DDI

During the Design, Development, and Implementation (DDI) portion of the project, the performance deficiencies listed above shall be subject to delayed payment by ALDHR for deliverables that don't meet the timeliness and quality standards. ALDHR will only pay for completed deliverables that are approved by the State. The Vendor may only submit an invoice for a Payment Milestone when all associated deliverables have been approved by the state.

Payments may be delayed until the State is reasonably satisfied that the Vendor has fully complied with the performance standards. Upon such assurance, the State shall promptly pay the Vendor all outstanding payment amounts previously delayed.

3.16.3.2 PENALTIES DURING M&O

For performance deficiencies or system outages that occur during the M&O Stabilization and M&O Steady State phases of the engagement, when the System is fully operational in a production setting, penalties shall be assessed as described below. Due to the mission-critical nature of the Child Care programs, as well as applicable State and Federal requirements, penalties will be imposed for interruptions in services, including failure to meet performance requirements and loss of functionality as indicated below. This includes interruptions in service due to error on the part of the Vendor, including hardware, software, and human error. Interruptions in System service, aka "downtime", will result in a penalty being imposed based on the average daily Child Care benefit issuance for the prior calendar year. An interruption in System service is defined as the entire system, or a significant portion or module within the full system, being unavailable to the System's users. When downtime occurs, penalties will be calculated on a pro rata basis in fifteen (15) minute increments. Penalties begin accruing after the first fifteen (15) minute period of downtime. Thus, if an outage lasts less than fifteen (15) minutes, no penalty will be assessed. Scheduled maintenance windows and other State-approved downtime shall not trigger the penalty provision described in this section.

For 2021, the average daily Child Care issuance was $942,327. The penalty assessments are derived from the average daily Child Care issuance as follows:

Table 10 – M&O Penalty Calculation

	$942,327	Average Daily Issuance
÷	24	*Hours*
=	$39,264	Hourly Penalty
÷	4	*15 Minute Increments in an Hour*
=	$9,816	15 Minute Penalty

Penalties will be assessed for interruptions in service depending on the time during the month when the interruption occurs as follows:

- If the interruption occurs during the peak eligibility and benefit issuance period, which is the first week or the last week of the month, the penalty will be $39,264 per hour, or $9,816 per fifteen (15) minute increment
- If the interruption occurs during any other week in the month, the penalty will be one-half of the average daily issuance or $19,632 per hour, or $4,908 per fifteen (15) minute increment

3.16.3.3 CONVERSION PENALTIES

ALDHR considers a timely, successful and accurate conversion from the ALABAMA CHILD CARE legacy systems to the Vendor's CHILD CARE MANAGEMENT SYSTEM critical. It is critical, both because of the risk of financial hardship to the vulnerable population the Child Care programs are intended to serve as well as the negative publicity to the Department for delays or mistakes made during the implementation of the System. For these reasons, the State designates the following two (2) deliverables as critical:

a. The Project Management Plan

b. The conversion and migration of the ALABAMA CHILD CARE database to the CHILD CARE MANAGEMENT SYSTEM

For those delays directly attributed to the fault of the Vendor, a penalty of $3,000 per day will be imposed on the Vendor for each day of delay beyond the due date for the Project Management Plan and the due date for completion of the legacy system conversion process. Any additional costs incurred by the State as a result of the failure of the Vendor to meet the due dates for these deliverables, including costs related to the ongoing maintenance of the legacy systems, shall also be the responsibility of the Vendor.

3.17 Additional Requirements:

3.17 VENDOR HOSTED SERVICES CONFIDENTIAL DATA, AUDIT, AND OTHER

a. "Confidential State Data" is defined as data deemed confidential by State or Federal statute or regulation. The Vendor shall protect Confidential State Data as follows:

1. The Vendor shall ensure that all Confidential State Data is housed in the continental United States, inclusive of backup data.
2. The Vendor shall encrypt Confidential State Data at rest and in transit using the current version of Federal Information Processing Standard ("FIPS") 140-2 validated encryption technologies.
3. The Vendor shall maintain a Security Management Certification from the Federal Risk and Authorization Management Program ("FedRAMP"). A "Security Management Certification" shall mean written confirmation from FedRAMP that FedRAMP has assessed the Vendor's information technology Infrastructure, using a standardized approach to security assessment, authorization, and continuous monitoring for cloud products and services, and has certified that the Vendor meets FedRAMP standards. Information technology "Infrastructure" shall mean the Vendor's entire collection of hardware, software, networks, data centers, facilities and related equipment used to develop, test, operate, monitor, manage and/or support information technology services. The Vendor shall provide proof of current certification annually and upon State request.

   If the scope of the most recent SOC audit report does not include all of the current State fiscal year, upon request from the State, the Vendor must provide to the State a letter from the Vendor or Subcontractor stating whether the Vendor or Subcontractor made any material changes to their control environment since the prior audit and, if so, whether the changes, in the opinion of the Vendor or Subcontractor, would negatively affect the auditor's opinion in the most recent audit report.

   No additional funding shall be allocated for these certifications, authorizations, or audits as these are included in the Maximum Liability of this Contract.

4. The Vendor must quarterly perform Penetration Tests and Vulnerability Assessments against its Processing Environment. "Processing Environment" shall mean the combination of software and hardware on which the Application runs. "Penetration Tests" shall be in the form of attacks on the Vendor's computer system, with the purpose of discovering security weaknesses which have the potential to gain access to the Processing Environment's features and data. The "Vulnerability Assessment" shall be designed and executed to define, identify, and classify the security holes (vulnerabilities) in the Processing Environment. The Vendor shall allow the State, at its option, to perform Penetration Tests and Vulnerability Assessments on the Processing Environment.
5. Upon State request, the Vendor shall provide a copy of all Confidential State Data it holds. The Vendor shall provide such data on media and in a format determined by the State.
6. The Vendor shall conduct and provide the results of a security risk and impact assessment prior to releasing the System into UAT in alignment with the current version of National Institute of Standards and Technology ("NIST") 800-53 Rev. 5 guidance methodology and certify that the Common Weakness Enumeration ("CWE")/Sys Admin Audit Network and Security ("SANS") Top 25 Most Dangerous Software Errors (http://cwe.mitre.org/top25) have been mitigated (and document the mitigation).

7. The Vendor shall ensure that the System meets State and federal security requirements, such as those published in NIST SP 800-53 Rev. 5.
8. The Vendor shall identify and implement, where practical, cost-effective security controls or enhancements to existing controls for the System.
9. The Vendor shall implement Transport Layer Security (TLS) 1.2 encryption for any Web or network information exchanges as well as an Advanced Encryption Standard (AES) 256 encryption algorithm.
10. Upon termination of this Contract and in consultation with the State, the Vendor shall destroy all Confidential State Data it holds (including any copies such as backups) in accordance with the current version of National Institute of Standards and Technology ("NIST") Special Publication 800-88. The Vendor shall provide a written confirmation of destruction to the State within ten (10) business days after destruction.
11. If the Vendor is proposing a cloud solution, the solution must be an approved "government cloud" to ensure the safety and security of all ALDHR data.

b. Minimum Requirements:

1. The Vendor and all data centers used by the Vendor to host State data, including those of all Subcontractors, must comply with the State's Information Security Policies as amended periodically. The State's Information Security Policies document is found at the following URL: https://oit.alabama.gov/governance-library/600-security-privacy/
2. The Vendor agrees to maintain the System so that it will run on a current, manufacturer-supported Operating System. "Operating System" shall mean the software that supports a computer's basic functions, such as scheduling tasks, executing applications, and controlling peripherals.
3. If the System requires middleware or database software, Vendor shall maintain middleware and database software versions that are at all times fully compatible with current versions of the Operating System and the System to ensure that security vulnerabilities are not introduced.

c. Comptroller Audit Requirements:

Upon reasonable notice and at any reasonable time, the Vendor and Subcontractor(s) agree to allow the State, the Comptroller of the Treasury, or their duly appointed representatives to perform information technology control audits of the Vendor and all Subcontractors used by the Vendor. Vendor will maintain and cause its Subcontractors to maintain a complete audit trail of all transactions and activities in connection with this Contract. Vendor will provide to the State, the Comptroller of the Treasury, or their duly appointed representatives access to Vendor and Subcontractor(s) personnel for the purpose of performing the information technology control audit.

The information technology control audit may include a review of general controls and application controls. General controls are the policies and procedures that apply to all or a large segment of the Vendor's or Subcontractor's information systems and applications and include controls over security management, access controls, configuration management, segregation of duties, and contingency planning. Application controls are directly related to the application and help ensure that transactions are complete, accurate, valid, confidential, and available. The audit shall include the Vendor's and Subcontractor's compliance with the State's Information Security Policies and all applicable requirements, laws, regulations or policies.

The audit may include interviews with technical and management personnel, physical inspection of controls, and review of paper or electronic documentation.

For any audit issues identified, the Vendor and Subcontractor(s) shall provide a corrective action plan to the State within 30 days from the Vendor or Subcontractor receiving the audit report.

Each party shall bear its own expenses incurred while conducting the information technology controls audit.

d. Business Continuity Requirements.

The Vendor shall maintain set(s) of documents, instructions, and procedures, including a State-approved Disaster Recovery and Business Continuity Plan, which enable the Vendor to respond to accidents, disasters,

emergencies, or threats without any stoppage or hindrance in its key operations ("Business Continuity Requirements"). Business Continuity Requirements shall include:

1. "Disaster Recovery Capabilities" refer to the actions the Vendor takes to meet the Recovery Point and Recovery Time Objectives defined below. Disaster Recovery Capabilities shall meet the following objectives:
    - 1.1. Recovery Point Objective ("RPO"). The RPO is defined as the maximum targeted period in which data might be lost from an IT service due to a major incident: 4 Hours
    - 1.2. Recovery Time Objective ("RTO"). The RTO is defined as the targeted duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity: 24 Hours
2. The Vendor shall perform at least one Disaster Recovery Test every three hundred sixty-five (365) days. A "Disaster Recovery Test" shall mean the process of verifying the success of the restoration procedures that are executed after a critical IT failure or disruption occurs. The Disaster Recovery Test shall use actual State Data Sets that mirror production data, and success shall be defined as the Vendor verifying that the Vendor can meet the State's RPO and RTO requirements. A "Data Set" is defined as a collection of related sets of information that is composed of separate elements but can be manipulated as a unit by a computer. The Vendor shall provide written confirmation to the State after each Disaster Recover Test that its Disaster Recovery Capabilities meet the RPO and RTO requirements.
3. In the event of a disaster and in coordination with ALDHR, the Vendor shall;
    - 1.3. Recover the System and bring it back online;
    - 1.4. Recover data and storage according to Recovery Time Objective (RTO) requirements; and
    - 1.5. Assist with/resolve remediation of recovery issues.
        - 1.5.1. Identify appropriate resources to support ALDHR' disaster recovery /business continuity planning, testing, and execution.
        - 1.5.2. Perform Vendor-specific tasks outlined in the Disaster Recovery / Business Continuity Plans within the agreed-upon timeline.
        - 1.5.3. Be contactable and maintain a call tree to ensure ALDHR can contact the Vendor and the resources required to assist with the recovery.
        - 1.5.4. Support the State in refreshing each System environment to support the recreation of the environments and to support diagnostics and problem resolution as necessary.
        - 1.5.5. Provide specifics on recovery of business processes and recovery procedures whose topics include, but are not limited to:
    - 1.6. Steps required to recover the application;
    - 1.7. Order of recovery steps; and
    - 1.8. Verification processes.

e. Additional Security Administration Requirements. The Vendor shall:

1. Implement physical and logical security as per the approved Security Plan
2. Establish access profiles and policies for adding, changing, enabling/disabling, and deleting log-on access of ALDHR employees and other users.
3. Review all security patches relevant to the environment and classify the need and speed in which the security patches should be installed as defined by security policies.
4. Support ALDHR in producing security-related activities such as report development, controls documentation, HIPAA compliance activities, performing security audits, etc.
5. Develop and maintain all documentation required for security audits and internal control and control testing.

6. Place and support the System with particularly sensitive data in controlled access areas. Only end users with authorized access permission will be allowed to enter these areas (e.g., read access in the System's logs, write access in some folders, etc.
7. Provide a documented set of controls that is used to ensure the separation of data and security information among customer applications.
8. Provide reviews for the security of the System and any supporting code, such as Ajax, ActiveX controls, and Java applets that are used.
9. Ensure background checks are performed on Vendor personnel with administrative or other privileged access to servers, applications, or customer data.
10. Provide documented procedures for super user privilege management and database activity monitoring controls or the equivalent to detect inappropriate behavior by personnel with administrative access.
11. Provide a documented process for evaluating security alerts, shielding the System from attack until patched, and installing security patches and service packs.
12. Provide documented procedures for security monitoring and log management functions and use write-once technology or other secure approaches for storing audit trails and security logs.
13. Provide documented procedures and establish procedures for vulnerability management, intrusion prevention, incident response, and incident escalation and investigation.

f. The Vendor and any Subcontractor used by the Vendor to host State data, including data center vendors, shall be subject to an annual audit by the State, for a System and Organization Controls for service organizations ("SOC") Type II audit. The State shall approve the SOC audit control objectives. The Vendor shall provide the State with the Vendor's and Subcontractor's annual audit report within 30 days of its receipt. The Vendor shall submit corrective action plans to the State for any issues included in the audit report within thirty (30) days after the conclusion of the audit.

   If the scope of the most recent SOC audit report does not include all of the current State fiscal year, upon request from the State, the Vendor must provide to the State a letter from the Vendor or Subcontractor stating whether the Vendor or Subcontractor made any material changes to their control environment since the prior audit and, if so, whether the changes, in the opinion of the Vendor or Subcontractor, would negatively affect the auditor's opinion in the most recent audit report.

   No additional funding shall be allocated for these audits as they are included in the Maximum Liability of this Contract.

3.17.2 Transfer System Gap Analysis

Vendors must provide a gap analysis detailing the degree to which their proposed transfer system meets the State's requirements as set out in this RFP. The gap analysis should be presented in a format similar to the one shown here:

Table 11 – Transfer System Gap Analysis

Reqt No	Requirement Description	Degree Met in Transfer System	Page No	Section No	Comments / Notes
123	application	Fully Met	123		

- Reqt No – the requirement number assigned by the State in Appendix F
- Requirement Description – the requirement description as provided by the State in Appendix F
- Degree Met in Transfer System – the degree to which the requirement is met by the transfer system "out of the box"; valid values are:

Value	Definition (Do not include in response)
Fully Met	The requirement is fully met in the transfer system and requires little to no coding
Mostly Met	The requirement is mostly met in the transfer system and requires minor coding
Partially Met	The requirement is partially met in the transfer system and requires moderate to significant coding
Not Met	The requirement is not met in the transfer system and requires extensive coding

The value definition is provided for informational purposes. Include the "Value" rating for each requirement in your gap analysis but not the value's "Definition".

- Page No – enter the page number where the requirement is discussed in your proposal
- Section No - enter the section number where the requirement is discussed in your proposal
- Comments/Notes – enter any pertinent comments as needed; please use this sparingly; details about your approach to meeting the requirement should be detailed in the appropriate section.

3.17.3 STATE FURNISHED PROPERTY

The Vendor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible personal property furnished by the State for the Vendor's use under this Contract. Upon termination of this Contract, all property furnished by the State shall be returned to the State in the same condition as when received, less ordinary wear and tear. Should the property be destroyed, lost, or stolen, the Vendor shall be responsible to the State for the fair market value of the property at the time of loss.

3.17.4 PROHIBITED ADVERTISING OR MARKETING

The Vendor shall not suggest or imply in advertising or marketing materials that Vendor's goods or services are endorsed by the State. The restrictions on Vendor advertising or marketing materials under this Section shall survive the termination of this Contract.

3.17.5 UNENCUMBERED PERSONNEL

The Vendor shall not restrict its employees, agents, subcontractors or principals who perform services for the State under this Contract from performing the same or similar services for the State after the termination of this Contract, either as a State employee, an independent Vendor, or an employee, agent, subcontractor or principal of another Vendor with the State.

3.17.6 PERSONALLY IDENTIFIABLE INFORMATION

While performing its obligations under this Contract, Vendor may have access to Personally Identifiable Information (PII) held by the State. For the purposes of this Contract, PII includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Vendor agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Vendor shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Vendor and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Vendor shall immediately notify State: (1) of any disclosure or use of any PII by Vendor or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Vendor or its employees, agents and representatives where the

purpose of such disclosure is not known to Vendor or its employees, agents and representatives. The State reserves the right to review Vendor's policies and procedures used to maintain the security and confidentiality of PII and Vendor shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Vendor is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Vendor shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII. The Vendor shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Vendor ("Unauthorized Disclosure") that come to the Vendor's attention. Any such report shall be made by the Vendor within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Vendor.

Vendor shall take all necessary measures to halt any further Unauthorized Disclosures. The Vendor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Vendor shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Contract or otherwise available at law.

3.17.7 SURVIVAL

The terms, provisions, representations, and warranties contained in this Contract which by their sense and context are intended to survive the performance and termination of this Contract, shall so survive the completion of performance and termination of this Contract.

3.17.8 RESULTANT CONTRACT

The contract resulting from this RFP shall be a multi-year, indefinite quantity, and fixed price contract.

SECTION 4: PROPOSAL FORMAT AND INSTRUCTIONS

4.0 PROPOSAL REQUIREMENTS

Proposals must meet all requirements as specified in this RFP. Proposals must incorporate the specified structure and format; must be clear, detailed, and complete as to fully demonstrate that the prospective Vendor has a thorough understanding of the requirements for providing the services for this procurement. Statements that the Vendor understands, acknowledges, or can comply with the requirements/specifications and statements paraphrasing the specifications are considered inadequate as are phrases such as "industry standards will be adhered to" and/or "standard procedures will be implemented", or "research-based models will be used". Proposals must clearly and adequately describe the concepts and methodologies to be implemented by the Vendor. Information must be clear, succinct, and easily understandable.

4.1 COMPLETENESS OF PROPOSALS

Selection(s) and award(s) will be based on the Vendor's proposal and other items described in this RFP. Proposals should not include references to information located elsewhere, such as Internet websites. Information or materials presented by Vendors outside the formal response or subsequent discussion/negotiation or "best and final offer," if requested, will not be considered, will have no bearing on any award, and may result in the vendor being disqualified from further consideration.

4.2 PROPOSAL FORMAT

Proposals must not exceed **three hundred (300) pages**, including attachments and must be single-spaced, incorporating 1-inch margins, typed using Times New Roman (font), size 12, black print. Proposals must be printed/copied onto one side of standard (8½ x 11) white typing/copier paper. *Paragraphs must be double-spaced.* All proposals (the original and copies) must include labeled tabs that correspond with the bolded sections and subsections (titles and numbers) to which the information pertains as specified in Section 4 of this document. ***Do not use adhesive tabs (on pages of the proposal), tabs with paper inserts, sheet protectors, rings or prong fasteners.*** Vendors should avoid the use of elaborate presentations and binding materials beyond that which is sufficient to present complete and effective proposals. **Proposals that do not adhere to the specified format may be deemed non-responsive.**

4.2.1 COVER SHEET

The first page of each proposal must be the completed **Cover Sheet** (RFP cover sheet) with an original ink signature of the person(s) legally authorized to bind the vendor to the proposal. **Proposals without signatures of persons legally authorized to bind the vendor to the proposal will be rejected.** The cover sheet must also include the name of the contact person and contact information of the person authorized to act on behalf of the vendor (do not number this page). Vendors must also provide their federal employer identification number and DUNS number. Also, denote the original proposal and copies by placing a check in the appropriate box on the cover sheet.

4.2.2 TABLE OF CONTENTS

The Cover Sheet should be followed by the **"Table of Contents"**, which should list all sections, subsections and page numbers. Numbering of the proposal pages should begin with page 1 of the Table of Contents. Page numbers should be placed in the right corner of the bottom margin.

4.2.3 W-9 AND THE LEGAL STATUS LETTER/CP575 OR TAXPAYER IDENTIFICATION NUMBER

The Table of Contents must be followed by a copy of W-9 and the **Legal Status Letter** or a **CP575.** *These forms are issued by the IRS and denote an organization's legal status (i.e., non-profit, for-profit, corporation, etc.) and include the Federal Employee Identification Number (FEIN).* If neither the Legal Status Form nor the CP575 are available, a completed and signed copy of the **"Request for Taxpayer Identification Number"** form *(Appendix B)* must be included. All items on this form must be completed.

4.2.4 LICENSES/CERTIFICATES/CREDENTIALS

The W-9 and Legal Status Form or Request for Taxpayer Identification Number Form should be followed by a copy of all required **Licenses, Certificates, and Credentials** or a copy of a completed license application form submitted by the deadline specified in this RFP**.**

4.2.5 TECHNICAL PROPOSAL

Copies of Licenses/Certificates/Credentials, if applicable should be followed by the **Technical Proposal**. The Technical Proposal must prescribe to sections **4.2.5.1** through **4.2.5.4.6** below.

4.2.5.1 VENDOR QUALIFYING INFORMATION

4.2.5.1.1 Vendor Profile and Experience

Vendor must specify how long it has been in the business of providing services similar to those requested in this RFP and under what company name. Also list all names it has used when conducting business. Vendors must explain their expertise or history in the provision of such services or identify a nationally recognized model that has proven to be successful that will be used in the provision of services under this RFP. Vendors must provide an organizational profile including: number of employees, and form of business (e.g. individual, sole proprietor, corporation, non-profit corporation, limited liability company.).

4.2.5.1.2 Past and Present Contractual Relationships with the Department

Vendors must describe any past or present contractual relationship it may have or have had with the Department or any other state agency including colleges/universities during the past three years. If the vendor, its predecessor, or any party named in their responses to this section has contracted with any department within State Government during the past three years, identify the contract number and other information available to identify such contract(s). If no such contracts exist, so declare. If any party named in the vendor's response to this RFP was an employee of the State in the past two years, identify the individual(s) by name, agency by which employed, job title of position held, and separation date during the two-year period. If no such relationship exists, so declare.

4.2.5.1.3 Contract Performance

If the vendor, or any proposed Subcontractor, has had a contract terminated for default during the past five years, all such instances must be described as discussed below. Termination for default is defined as notice to stop performance delivery due to the vendor's nonperformance or poor performance and the issue was either (a) not litigated due to inaction on the part of the vendor; or (b) litigated and such litigation determined the vendor to be in default. Submit full details of all terminations for default experienced by the vendor during the past five years, including the other party's name, address, and telephone number. Present the vendor's position on the matter. The Department will evaluate the facts and may, at its sole discretion, reject the vendor's Proposal if the facts discovered indicate that completion of a contract resulting from this RFP may be jeopardized by selection of the vendor. If the vendor has experienced no such terminations for default in the past five years, so declare. If at any time during the past five years, the vendor has had a contract terminated for convenience, non-allocation of funds, or any other reason, which termination occurred before completion of all obligations under the initial contract provisions, describe fully all such terminations including the name and address of the other contracting party and the circumstances surrounding the termination. If no such early terminations have occurred, so declare.

Failure to report on the foregoing or if the information furnished is determined to be inaccurate, whether by omission or commission, shall result in rejection of the vendor's Proposal.

No points will be assigned to proposals submitted by new or current vendors who have performed their contractual obligations satisfactorily. **However, current vendors who have performed unsatisfactorily may experience point deductions up to a maximum of 10 points.**

Note: *The Department reserves the right to not enter into a new contract with a current vendor who is under a corrective action plan until all corrective requirements have been met.*

4.2.5.1.4 Project Staff/Resumes/Job Descriptions

Vendors must submit a resume or job description detailing the level of education, experience, training, skills, etc. which emphasizes previous experience in the service area as described in this RFP for all key personnel who will be involved with the proposed project. Vendors must indicate that they have sufficient staff to perform the services required in this RFP. If sufficient staff is not currently available, describe how staff will be obtained to provide the services and the timeline for obtaining the needed staff. Indicate the number of anticipated staff for each position title. List all professional licenses held by the key staff.

4.2.5.1.5 Staff Performance Evaluations and Training

Vendors must describe their staff development program regarding orientation, on-going staff evaluation and training that will be implemented throughout the contract period to ensure delivery of effective services that adhere to the Department's required performance standards.

4.2.5.1.6 Background Checks

Describe in detail the steps the vendor will take to ensure that no employee, regardless of their position, has been the subject of any incident or investigation which would call into question the propriety of that employee's working with the population indicated in this document and for this project. Describe your organization's general procedure for addressing occurrences when an incident or allegation is reported, founded or unfounded.

4.2.5.2 VENDOR FINANCIAL STABILITY

Vendors must submit an audited financial statement for year 2021 and letters from the auditor(s) who performed the 2020 and 2019 financial audits. Vendors of newly formed organizations, who have been in business less than one year must submit copies of any official quarterly financial statements (from a financial institution) that have been prepared since the end of the period reported by your most recent annual report.

4.2.5.3 METHOD OF PROVIDING SERVICES

4.2.5.3.1 Service Delivery Approach

Vendors must provide a detailed description of the work plan and the methods to be used that will convincingly demonstrate to the Department what the vendor intends to do, the timeframes necessary to accomplish the work, and how the work will be accomplished. Vendors must identify the counties/regions to be served by the proposed project. All services as specified in Section 3:0 Scope of Project must be addressed in the Service Delivery Approach.

4.2.5.3.2 Start-up Plan

Vendors must include a detailed project schedule that is comprised of the detailed work plan for the entire project. This section should also include any proposed additions to the tasks outlined in the *Section 3: Scope of Work.* ***The selected vendor must be fully operational*** no later than *November 1, 2022*

4.2.5.3.3 Assessment of Benefits and Impact

Describe the process that will used to assess the proposed services to determine if the expected benefits and their impact have occurred. Include on-going plans to continuously assess and modify services to better meet the needs of the target population. The assessment methodology should provide the Department with meaningful indicators that funded projects are making satisfactory progress toward desired goals.

4.2.5.3.4 Office Location

Vendors must provide the physical address where records will be maintained and services will be performed under a contract with the Department in the event the vendor is selected.

4.2.5.4 VENDOR CERTIFICATIONS

Vendors must submit a statement attesting that they warrant and represent to the Department that the vendor accepts and agrees with all certifications and terms and conditions of this RFP. Further, by submitting a response to this RFP, the vendor certifies to the Department that they are legally authorized to conduct business within the State of Alabama and to carry out the services described in this document.

4.2.5.4.1 Revolving Door Policy

Vendors must attest that neither the vendor nor any of the vendor's trustees, officers, directors, agents, servants or employees is a current employee of the Department, and none of the said individuals have been employees of the Department in violation of the revolving door prohibitions contained in the state of Alabama ethics laws.

4.2.5.4.2 Debarment

Vendors must attest that neither the vendor nor any of the vendor's trustees, officers, directors, agents, servants or employees (whether paid or voluntary) is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension."

4.2.5.4.3 Open Trade

The vendor must attest that it is not currently engaged in and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

4.2.5.4.4 Standard Contract

The vendor must agree to the use of the Department's standard contract document. The vendor will further comply with all the terms and conditions of that document, including, but not limited to, compliance with the Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act, Alabama Act No. 2000-775 (governing individuals in direct service positions who have unsupervised access to children), the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as applicable, and all other federal and state laws, rules and regulations applicable to receiving funds from the Department to carry out the services described in this RFP. Further, any contract executed pursuant to the RFP must be subject to review by the Department's legal counsel as to its legality of form and compliance with State contract laws, terms and conditions, and may further be subject to review by the Examiners of Public Accounts, the State Finance Director and the Office of the Governor.

4.2.5.4.5 Charitable Choice (applies to faith-based organizations only)

The vendor must attest that funds received as a result of this procurement will not be used for sectarian instruction, worship, proselytizing or for any other purely religious activities that are not directed toward the secular social goals related to the services described in this RFP. The vendor must agree to serve all eligible members of the public without regard to their religious beliefs and, further, must not require clients' active participation in any religious practice. (In carrying out the said services, the vendor will remain independent from federal, state and local governments; will retain control over the expression of its religious beliefs, and is NOT required to remove its religious writings or symbols or to alter its internal governance as a condition of doing business with the Department.)

4.2.5.4.6 Financial Accounting

Vendors must agree that the vendor's accounting system will be consistent with General Accepted Governmental Accounting Principles (GAAP). The vendor must maintain sufficient financial accounting records documenting all funding sources and applicable expenditure of all funds from all sources.

4.2.5.4.7 Vendor Work Product

The vendor must attest that the proposal submitted in response to this document is the work product of said vendor. If the proposal is determined not to be the work product of the vendor, the proposal may, at the Department's sole discretion, be rejected.

4.2.5.5 ATTACHMENTS

Vendors must include all applicable forms identified below as attachments (i.e., Attachment A, B, C, etc.), applicable forms must follow the Technical Proposal. **DO NOT ALTER ANY OF THE FORMS LISTED BELOW OR OTHERWISE INCLUDED/REQUIRED IN THIS DOCUMENT.**

4.2.5.5.1. Disclosure Statement

The Technical Proposal must be followed by a completed copy of the **Disclosure Statement**.

4.2.5.5.2 Trade Secret Affidavit

The Disclosure Statement must be followed by a completed copy of the **Trade Secret Affidavit** (*Appendix C*), if applicable.

4.2.5.5.3 Certificate of Compliance

The Trade Secret Affidavit must be followed by a completed copy of the **Certificate of Compliance** (*Appendix D*). ***All proposals must include the Certificate of Compliance.***

4.2.5.5.4 E-verify Memorandum of Understanding (MOU)

The Certificate of Compliance must be followed by a copy of the **E-verify MOU**. ***All proposals must include the E-verify MOU.***

4.2.5.5.5 Immigration Status Form

The E-verify MOU must be followed by a copy of the **Immigration Status Form.** ***All proposals must include the Immigration Status Form. (Appendix E)***

SECTION 5: COST PROPOSAL

5.0 COST PROPOSAL

The Department will only accept firm and fixed cost bids for this project. The Vendor should include in its proposal a summary of the total fixed Project Cost, total initial Software Costs, licenses and/or certificates, and maintenance and enhancement costs.
Unless identified otherwise by the State in this RFP, prices quoted shall apply for the duration of the Contract executed as a result of this RFP.

METHOD OF PAYMENT

Payment for services provided pursuant to this procurement will be made on a firm fixed price basis. The Department does not provide cash advances to vendors. The selected Vendor must submit invoices for completed Payment Milestones after all associated deliverables have been approved by the State.

5.2 HOLDBACKS AND PRICING INFORMATION

As a guarantee for the delivery of services required by this RFP, and the acceptance by the Department of those services in accordance with the specifications set forth in the RFP, in the event the vendor fails to deliver or perform the said services to the Department's satisfaction, the Department reserves the right to withhold part or all of any funds committed by the Department under any contract that may result from a proposal submitted in response to this RFP and to cancel the said contract without any resulting liability, present and future, to the Department or to the State of Alabama.

5.3 Response Requirements

Responses must include prices for services in the following categories of CHILD CARE information system related functions and activities as specified in the RFP:

- Design, Development, and Implementation Costs (includes data migration, training, and standardized reports)
- System enhancement costs (change orders)
- Ongoing Annual Maintenance and Operation Costs (post-implementation)

5.4 Pricing Separate from Technical Response

Pricing information must be submitted in a separate sealed envelope and clearly labeled as "Cost Proposal." (See Schedule of Events and Section 1.8.3 for submission requirements.)

5.5 Pricing Assumptions

Vendors should use the following assumptions in developing their pricing tables:

- The cost for each required service outlined and detailed in this RFP and additional services offered by the Vendor should be the Vendor's best/lowest cost(s) that can be afforded and guaranteed by the Vendor.
- The Design, Development, and Implementation (DDI) costs shall be fixed based upon the requirements within the RFP and the costs cannot be for an amount less than zero (0).
- The Maintenance and Operations Costs shall be fixed for the first three (3) years post implementation.
- The State requires that all technical and support services be provided by employees located within the United States.

5.6 Professional Services Pricing

Part II of the vendor pricing sheet found in Appendix G: Vendor Cost Proposal contains the hourly rate pricing that would be charged to the State for professional services not specifically addressed as being a part of the turnkey system or outside of the scope of this RFP, such as a request to add additional benefit types and program areas or a system enhancement request to support new functionality. A per hour price should be provided for each labor category contained in the pricing table, and any other labor category not included within the table but utilized by the Vendor.

5.7 Invoicing and Payment

The State shall make payments based on the timely and satisfactory completion of deliverables by the Vendor. Submitted invoices must be accompanied by supporting documentation to demonstrate that the deliverable has been met and approved by ALDHR.

5.8 Payment Terms and Conditions

5.8.1 Maximum Liability

In no event shall the maximum liability of the State under this Contract exceed the total firm fixed price amount provided by Vendor in its Cost Proposal. This Contract does not grant the Vendor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Vendor will only be paid for goods or services provided under this Contract after a purchase order is issued to Vendor by the State or as otherwise specified by this Contract.

5.8.2 Compensation Firm

The payment methodology in Section 5.8.3 of this Contract shall constitute the entire compensation due the Vendor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The payment methodology includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Vendor.

5.8.3 DDI Payment Methodology

During the DDI phase of the project, the Vendor shall be compensated based upon the following payment methodology for goods or services authorized by the State in a total amount as set forth in its Cost Proposal.

a. The Vendor's compensation shall be contingent upon the satisfactory delivery of goods or services as set forth in Section 3.15.

b. The Vendor shall be compensated based upon the following proposed payment methodology. The Contract includes eight (8) proposed Payment Milestones, each with associated deliverables. When the Vendor receives the State's acceptance of all the associated deliverables for a Payment Milestone, the Payment Milestone is considered approved. The Vendor shall invoice for Payment Milestones according to the table below. Each Payment Milestone is assigned a corresponding "Percentage of Total DDI Cost". The invoice for each approved Payment Milestone must be received within thirty (30) days following Payment Milestone approval and must be in the appropriate amount based on the "Percentage of Total DDI Milestones Cost" percentage detailed below.

Table 12 – DDI Payment Milestones and Percentages

DDI Payment Milestone	Percentage of Total DDI Cost
1: Project Initiation, Planning, and Proposed System Viability Review	5%
2: Requirements Validation	5%
3: System Design	5%
4: System Development	15%
5: Data Conversion and Migration	10%
6: Testing	10%
7: Pilot Implementation	15%
8: Statewide Implementation	35%
Total of DDI Costs	**100%**

5.8.4 M&O Payment Methodology

During the M&O phase of the project, the Vendor shall be compensated monthly based on the M&O fees delineated by the Vendor. When submitting an M&O invoice for payment, the Vendor will subtract any penalties assessed as a result of failure to meet the performance targets as described in the RFP. The Vendor should review the monthly Performance Target Report prior to submitting the invoice to measure its compliance with the M&O performance targets. The State will not assess any performance penalties during the first three (3) months of the Stabilization M&O period.

5.8.5 Change Order Payment Methodology

The Vendor shall be compensated for changes requested and performed by the State, without a formal amendment of this Contract, based upon the payment rates detailed as negotiated and as agreed pursuant to Appendix G: Vendor Cost Proposal, PROVIDED THAT compensation to the Vendor for such Change Order work shall not exceed seven percent (7%) of the total vendor contract price.

SECTION 6: EVALUATION CRITERIA

6.0 EVALUATION CRITERIA

The evaluation committee will review and evaluate the proposals according to proposed needs and deliverables. Proposals failing to meet the requirements of this RFP may be deemed non-responsive or subject to point deductions.

The purpose of this section is to provide a description of the evaluation process and the criteria that will be used in the selection of a Vendor. All Proposals received by the closing deadline will be evaluated according to the criteria herein. The evaluation committee will review and evaluate the proposals according to the following criteria based on **a maximum possible value of 1,000 points**. Proposals failing to meet the requirements of this RFP may be deemed non-responsive or subject to point deductions. The evaluation process is structured to ensure selection of the most effective proposal for the State's Alabama Child Care Information System.

The evaluation team will be composed of representatives from the Food Assistance Division, Family Assistance Division, and Information Services Division within ALDHR.

In the overall scoring scheme that will be used by the State, the Vendor's technical response will account for 80% (800 possible points) of the total score and cost will account for 20% (200 possible points) of the overall total score.

Table 13 – Proposal Evaluation Criteria

Category		RFP Section	Point Value
Vendor Qualifying Information		**30% of points for a possible 300 points**	
A.	Vendor Profile and Experience	4.2.5.1.1	225
B.	Past and Present Contractual Relationships with the Department	4.2.5.1.2	0
C.	Contract Performance	4.2.5.1.3	*To be Determined*
D.	Project Staff/Resumes/Job Descriptions	4.2.5.1.4	25
E.	Staff Performance Evaluations and Training	4.2.5.1.5	25
F.	Background Checks	4.2.5.1.6	0
G.	Vendor Financial Stability	4.2.5.2	25
Method of Providing Services		**50% of points for a possible 500 points**	
A.	Service Delivery Approach	4.2.5.3.1	300
B.	Start-up Plan	4.2.5.3.2	25
C.	Assessment of Benefits and Impact	4.2.5.3.3	25
D.	Office Location	4.2.5.3.4	0
E.	Transfer System Gap Analysis	4.2.5.3.5	150
F.	Vendor Certifications	4.2.5.4.	0
Cost Proposal		**20% of points for a possible 200 points**	

A.	Cost Proposal	5.0	200

6.1 Opportunity for Additional Information

The State reserves the right to contact any Vendor submitting a proposal for the purpose of clarifying issues in that Vendor's proposal. Vendors should clearly designate in their proposal a point-of-contact for questions or issues that arise in the State's review of a Vendor's proposal. Upon receipt of all proposals, the State will conduct a comprehensive review and evaluation process resulting in a subset of the proposals being designated as "reasonably likely to award."

Vendors whose proposals are determined "reasonably likely to award" may also be required to make an oral presentation and/or system demonstration at DHR headquarters in Montgomery, AL, to clarify their RFP response or to further define their offer. Oral presentations and product demonstrations, if requested, shall be at the Vendor's expense. The State's intent with regard to the oral presentation and product demonstration is to gauge the suitability of proposed project staff and to evaluate the merit of the Vendor's product and approach. To that end, the State requires that the key project staff identified by the Vendor in its proposal facilitate and direct the oral presentation and system demonstration. For the purposes of this oral presentation and system demonstration, the key staff positions include the Engagement Manager, Project Manager, Technical Manager, Functional Manager, and Conversion Manager.

The Vendor must name the state or location where the transfer system it proposes is in production. At the State's discretion and in its best interest, State staff may make site visits (likely virtual) to investigate Vendor capabilities and transfer system suitability. It is the State's expectation that the users of the system in production proposed by the Vendor be responsible for presenting the system without Vendor involvement or intervention. Any such site visit will use a structured methodology and objective data to assess the capabilities of the base system.

APPENDIX A: STANDARD TERMS AND CONDITIONS

By submitting a response to request for proposal or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

ACCEPTANCE/REJECTION OF PROPOSALS: The Department reserves the right to accept or reject any or all proposals, wholly or in part, and to make awards in any manner deemed in the best interest of the Department. Proposals will be firm for 180 days, unless stated otherwise in the text of the request for proposal.

ACCESS AND RETENTION OF RECORDS: The contractor agrees to provide the Department, Legislative Auditor, or authorized agents, access to any records necessary to determine contract compliance. The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the Department or third party.

ALTERATION OF SOLICITATION DOCUMENT: In the event of inconsistencies or contradictions between language contained in the Department's solicitation document and a vendor's response, the language contained in the Department's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

ALTERNATE DISPUTE RESOLUTION: 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, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this Agreement 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 occur 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.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the Department.

AUTHORITY: The following request for proposal, limited solicitation, or contract is issued under authority of Section 41-16-72 of the Alabama Code (Act 2001-956, 2001 3rd Sp. Sess., p 817, §1.)

CHARGE BACKS: The Alabama Department of Human Resources and Medicaid will deduct federal charge backs from future payments.

COMPLIANCE WITH LAWS: The contractor must, in performance of work under the contract, fully comply with all applicable federal, department, or local laws, rules and regulations, including the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. The contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

CONSTITUTIONAL PROVISION: It is agreed that the terms and commitments contained in this Agreement shall not be constituted as a debt of the State of Alabama in violation of Article XI, Section 213 of the

Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or Constitutional provision or amendment, either now 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. It is further agreed that as a Department of the State of Alabama, the Department is immune from being made a defendant in any court of law or equity by operation of Art. I, §14, Ala. Const. 1901 (Recomp.), which immunity is not waivable and is not waived by any provision of this contract. Contractor's sole remedy for the settlement of any and all disputes arising under the terms of this contract shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama. Duplicate to Alternate Dispute Resolution.

DEBARMENT: The contractor certifies, by submitting this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the Department.

DISABILITY ACCOMMODATIONS: The Department does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals, who need aids, alternative document formats, or services for effective communications or other disability-related accommodations in the programs and services offered, are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

FACSIMILE RESPONSES: Facsimile responses will not be accepted for requested for proposals or limited solicitations.

FAILURE TO HONOR PROPOSAL: If a vendor to whom a contract is awarded refuses to accept the award (contract) or, fails to deliver in accordance with the contract terms and conditions, the Department may, in its discretion, suspend the vendor for a period of time from entering into any contracts with the Department.

FORCE MAJEURE: Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the non-performing party, so long as such party is using its best efforts to remedy such failure or delays.

FOREIGN CORPORATIONS (OUT-OF-STATE FIRMS): Alabama law provides that a foreign corporation (out-of-state company/firm) may not transact business in the state until it obtains a certificate of authority from the Secretary of State, Section 10-2B-15.01, Code of Alabama 1975. To obtain form for a certificate of authority, contact the Secretary of State, Corporation Division, (334) 242-5324. Not having this certificate does not keep the vendor from registering.

HOLD HARMLESS/INDEMNIFICATION: To the extent allowed by applicable Alabama law, contractor will at all times indemnify and save harmless the Department against any and all liabilities, losses, damages, costs or expenses which the Department may hereafter sustain, incur, or be required or ordered to pay: (1) by reason of any persons to be served under this contract suffering a loss or damage either while participating in or receiving from contractor the services to be provided hereunder or while on premises owned, leased, or operated by contractor; or (2) by reason of any person suffering personal injury, death, or property loss or damage caused by any officer, agent, employee or volunteer of contractor; or (3) by reason of any officer, agent, employee or volunteer of contractor suffering personal injury, death, or property loss or damage; provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of the Department or any of its officers, employees, agents or representatives.

IMMIGRATION CLAUSE: By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowing employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama and any location. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

LATE PROPOSALS: Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to assure delivery at the designated office by the designated time. Late proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

MERIT SYSTEM EXCLUSION: The vendor must not to be considered a merit system employee and is not entitled to any benefits of the State Merit System.

REGISTRATION WITH THE PURCHASING DIVISION: Any business intending to transact business in Alabama must register with the Alabama Purchasing Division by completing the Vendor Disclosure Statement. A copy of the Vendor Disclosure Statement can be downloaded from the Purchasing website at www.purchasing.alabama.gov.

SEVERABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

SOLICITATION DOCUMENT EXAMINATION: Vendors must promptly notify the Department of any ambiguity, inconsistency, or error, which they may discover upon examination of a solicitation document.

TERMINATION OF GRANT:
Either party may terminate the contract for any reason by providing written notification by certified or registered mail, return receipt requested, thirty (30) days prior to the effective date of the said termination if the said party is unable or unwilling to fulfill its obligations, fiscal or otherwise. Said notification shall clearly state the reason(s) for the said termination. The contract is subject to immediate termination with written notice made by first class mail concurrent with the said termination, which clearly states the reason(s) for the said termination, as follows:

a. Either party may terminate the contract for noncompliance with any of its terms and conditions if such non-compliance is not cured within 30 days after receipt of written notice.

b. The Department may terminate the contract in the event that funds should not be appropriated for the continued payment of the contract.

c. The Department may terminate the contract in the event of the proration of the funds from which payment under the contract is to be made.

UNAVAILABILITY OF FUNDING: The Department, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason.

U.S. FUNDS: All prices and payments must be in U.S. dollars.

APPENDIX B: TAXPAYER IDENTIFICATION NUMBER FORM

STATE OF ALABAMA
REQUEST FOR TAXPAYER IDENTIFICATION NUMBER
STATE COMPTROLLER'S OFFICE

INSTRUCTIONS. In order to receive payment by the State of Alabama, a correct tax identification number, name and address must be on our files. To insure that accurate tax information is reported on Form 1099 for federal income tax purposes, please:

1. In PART 1 below provide your Tax Identification Number and check FEIN or SSN. Also provide the name and address to which payments should be sent. In addition, provide the name of the legal signatory authority for your organization (the individual authorized in your Constitution and/or By-laws to legally obligate the organization, for example, sign a contract on behalf of the organization).

2. Circle the business designation that identifies your type of trade or business in PART 2.
3. Sign and return this form as part of the response to the RFP:

PART 1 – TAXPAYER IDENTIFICATION NUMBER, NAME AND ADDRESS.

IDENTIFICATION NUMBER _____
Check one _____ Federal Employer Identification Number (FEIN)
_____ Social Security Number (SSN)

NAME OF ORGANIZATION: _____ PHONE: _____

LEGAL BUSINESS ADDRESS: _____

FAX: _____ EMAIL: _____

NAME & TITLE OF LEGAL SIGNATORY AUTHORITY: _____

PART 2 – BUSINESS DESIGNATION. Circle the designation that identifies your type of trade or business.

1 - CORPORATION, PROFESSIONAL ASSOCIATION OR PROFESSIONAL CORPORATION (A corporation formed under the laws of any state within the United States)
2 - NOT FOR PROFIT CORPORATION (Section 501 (c) (3))
3 - PARTNERSHIP, JOINT VENTURE, ESTATE OR TRUST
4 - SOLE PROPRIETORSHIP OR SELF-EMPLOYED (Identification number must be Social Security Number)
5 - NONCORPORATE RENTAL AGENT
6 - GOVERNMENTAL ENTITY (City, County, State or U.S. Government)
7 - FOREIGN CORPORATION OR FOREIGN NATIONAL OR OTHER FOREIGN ENTITY
(A corporation or other foreign entity formed under the laws of a country other than the United States or an individual temporarily in the United States who pays taxes as a citizen of a country other than the United States.)

NOTE: Failure to complete and return this form may subject you to backup withholding in the amount of 20% of future payments pursuant to Section 3406, Internal Revenue Code.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE EXAMINED THIS REQUEST AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IT IS TRUE, CORRECT AND COMPLETE.

_____ _____ (_____)_____
SIGNATURE DATE TELEPHONE NUMBER
(If different from above)

_____
TITLE

PLEASE INCLUDE FEDERAL IDENTIFICATION NUMBER ON ALL INVOICES

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 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, <u>or</u> 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;
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.

_____
Signature of Contractor

_____
Witness