



ALABAMA DEPARTMENT OF HUMAN RESOURCES REQUEST FOR PROPOSALS

PROCUREMENT INFORMATION	
RFP Number: RFP 2023-200-01	RFP Title: Grant Management for COVID Relief Funds
Electronic Proposal Due Date and Time: March 13, 2023 12:00 p.m., Central Time	Number of Pages: 32
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: March 03, 2023
	Issuing Division: Child Care Division

INSTRUCTIONS TO VENDORS	
Submit Proposal Electronically to: Vicki Cooper-Robinson, Procurement Manager Resource Management Division/Office of Procurement Alabama Department of Human Resources ChildCare Grant@ dhr.alabama.gov	Label Envelope/Package: RFP Title/Number: 2023-200-01 Grant Management for COVID Relief Funds Electronic Proposal Due Date: March 13, 2023, 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. <input type="checkbox"/> Original <input type="checkbox"/> Copy	
Total number of proposal pages: _____	
Trade Secret Declarations: (reference section/page(s) of trade secret declarations)	

TABLE OF CONTENTS

TABLE OF CONTENTS..... 2

VENDOR’S RFP CHECKLIST 5

SCHEDULE OF EVENTS 6

SECTION 1: PROJECT OVERVIEW AND INSTRUCTIONS..... 7

 1.0 PROJECT OVERVIEW 7

 1.1 ELIGIBLE ENTITIES 7

 1.2 REQUIRED LICENSURE/CERTIFICATION/CREDENTIAL..... 7

 1.3 GRANT TERM..... 7

 1.4 POINT OF CONTACT..... 7

 1.5 REQUIRED REVIEW 8

 1.5.1 REVIEW RFP..... 8

 1.5.2 VENDOR’S QUESTIONS 8

 1.5.3 DEPARTMENT’S RESPONSES..... 8

 1.6 MANDATORY REQUIREMENTS..... 8

 1.6.1 DEADLINE FOR RECEIPT OF PROPOSALS 8

 1.6.2 W-9 LEGAL STATUS LETTER OR TAXPAYER IDENTIFICATION NUMBER FORM..... 8

 1.6.3 DISCLOSURE STATEMENT 8

 1.6.4 CERTIFICATE OF COMPLIANCE..... 9

 1.6.5 E-VERIFY MOU 9

 1.6.7 AUTHORIZED VENDOR SIGNATORY 9

 1.6.8 DUNS NUMBER..... 9

 1.7 GENERAL REQUIREMENTS 9

 1.7.1 ACCEPTANCE OF STANDARD TERMS AND CONDITIONS 9

 1.7.2 UNDERSTANDING OF SPECIFICATIONS AND REQUIREMENTS 9

 1.7.3 PRIMARY VENDOR/SUBGRANTORS 9

 1.7.4 VENDOR’S SIGNATURE..... 9

 1.8 SUBMITTING A PROPOSAL..... 10

 1.8.1 ELECTRONIC SUBMISSION OF PROPOSALS..... 10

 1.8.2 FAILURE TO COMPLY WITH INSTRUCTIONS 10

 1.8.3 COST PROPOSAL FORMS 10

 1.8.4 TIMELY SUBMITTED PROPOSALS..... 10

 1.8.5 LATE PROPOSALS..... 10

SECTION 2: STANDARD INFORMATION..... 11

 2.0 AUTHORITY 11

 2.1 VENDOR COMPETITION..... 11

 2.2 NONDISCRIMINATION..... 11

 2.3 CERTIFICATE OF COMPLIANCE AND E-VERIFY 11

 2.4 NO BOYCOTT CLAUSE 12

 2.5 ALTERNATIVE RESOLUTION..... 12

 2.6 MERIT SYSTEM EXCLUSION..... 12

 2.7 IMMIGRATION CLAUSE 12

 2.8 DUNS NUMBER..... 12

 2.9 PROPOSAL EFFECTIVE PERIOD..... 12

 2.10 TRADE SECRETS 12

 2.11 PRE-SCREENING AND EVALUATION OF PROPOSALS 13

 2.11.1 PRE-SCREENING 13

2.11.2	EVALUATION OF PROPOSALS.....	13
2.12	DISCUSSION/NEGOTIATION AND/OR ORAL PRESENTATION/PRODUCT DEMONSTRATION 13	
2.13	BEST AND FINAL OFFER.....	13
2.14	PUBLIC REQUESTS FOR INFORMATION	13
2.15	COST OF PREPARING A PROPOSAL.....	13
2.16	DEPARTMENT’S RIGHTS RESERVED.....	13
2.16.1	PRE-SELECTION DISCRETION	14
2.16.2	POST-SELECTION DISCRETION.....	14
2.16.3	WAIVERS	14
2.16.4	NEGOTIATIONS.....	14
2.16.5	ADOPTION OF IDEAS	14
2.16.6	ORAL PRESENTATIONS.....	14
2.16.7	AMENDMENTS	14
2.16.8	NO GUARANTEE OF GRANT	14
2.16.9	RIGHT TO INVESTIGATE AND REJECT	14
2.16.10	DISCLAIMER.....	14
	SECTION 3: SCOPE OF PROJECT	15
3.0	PROJECT OVERVIEW	15
3.1	REQUIREMENTS FOR ADMINISTERING TASCC IV GRANTS ERROR! BOOKMARK NOT DEFINED.	
	SECTION 4: PROPOSAL FORMAT AND INSTRUCTIONS.....	16
4.0	PROPOSAL REQUIREMENTS	16
4.1	COMPLETENESS OF PROPOSALS.....	16
4.2	PROPOSAL FORMAT	16
4.2.1	COVER SHEET.....	16
4.2.2	TABLE OF CONTENTS.....	16
4.2.3	W-9 AND THE LEGAL STATUS LETTER/CP575 OR TAXPAYER IDENTIFICATION NUMBER	16
4.2.4	LICENSES/CERTIFICATES/CREDENTIALS.....	17
4.2.5	TECHNICAL PROPOSAL	17
4.2.5.1	VENDOR QUALIFYING INFORMATION	17
4.2.5.1.1	VENDOR PROFILE AND EXPERIENCE.....	17
4.2.5.1.2	PAST AND PRESENT CONTRACT/GRANT RELATIONSHIPS WITH THE DEPARTMENT.....	17
4.2.5.1.3	CONTRACT/GRANT PERFORMANCE.....	17
4.2.5.1.4	PROJECT STAFF/RESUMES/JOB DESCRIPTIONS.....	18
4.2.5.1.5	STAFF PERFORMANCE EVALUATIONS AND TRAINING	18
4.2.5.1.6	BACKGROUND CHECKS.....	18
4.2.5.2	VENDOR FINANCIAL STABILITY.....	18
4.2.5.3	METHOD OF PROVIDING SERVICES	18
4.2.5.3.1	SERVICE DELIVERY APPROACH.....	18
4.2.5.3.2	START-UP PLAN	18
4.2.5.3.3	ASSESSMENT OF BENEFITS AND IMPACT.....	18
4.2.5.3.4	OFFICE LOCATION.....	19
4.2.5.4	VENDOR CERTIFICATIONS	19
4.2.5.4.1	REVOLVING DOOR POLICY	19
4.2.5.4.2	DEBARMENT.....	19
4.2.5.4.4	STANDARD CONTRACT/GRANT.....	19

TABLE OF CONTENTS

4.2.5.4.6 FINANCIAL ACCOUNTING..... 20

4.2.5.4.7 VENDOR WORK PRODUCT 20

4.2.5.5 ATTACHMENTS..... 20

4.2.5.5.1. DISCLOSURE STATEMENT 20

4.2.5.5.2 TRADE SECRET AFFIDAVIT..... 20

4.2.5.5.3 CERTIFICATE OF COMPLIANCE 20

4.2.5.5.4 E-VERIFY MEMORANDUM OF UNDERSTANDING (MOU) 20

SECTION 5: BUDGET INFORMATION 21

5.0 BUDGET INFORMATION **ERROR! BOOKMARK NOT DEFINED.**

5.1. METHOD OF PAYMENT **ERROR! BOOKMARK NOT DEFINED.**

5.2 HOLDBACKS AND PRICING INFORMATION **ERROR! BOOKMARK NOT DEFINED.**

SECTION 6: EVALUATION CRITERIA 22

6.0 EVALUATION CRITERIA 22

APPENDIX A: STANDARD TERMS AND CONDITIONS..... 23

APPENDIX B: TAXPAYER IDENTIFICATION NUMBER FORM 27

APPENDIX C: TRADE SECRET AFFIDAVIT 28

APPENDIX D: CERTIFICATE OF COMPLIANCE 29

APPENDIX E: IMMIGRATION STATUS FORM 30

APPENDIX E: VIRTUAL Q & A..... 31

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; grant requirements (i.e., grant 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 granted 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.

<u>EVENT</u>	<u>DATE</u>
RFP Issue Date.....	March 3, 2023
Deadline for Receipt of Written Questions.....	March 8, 2023
Virtual Question and Responses	March 9, 2023
Posting of All Questions Received.....	March 9, 2023
Electronic Proposal Submission Due Date.....	March 13, 2023
Evaluation of Proposals and Selection of Vendors	March 15, 2023
Intended Date for Notice of Intent to Award a Grant.....	March 20, 2023

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 temporary grant management system or similar system for the covid relief funding to child care providers. Ideal candidates will have a working knowledge of the Department as well as having performed work with the Child Care Services Division. A more complete description of requirements is provided in Section 3, Scope of Project. Proposals submitted in response to this solicitation must comply with the instructions and procedures contained herein.

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 the skills needed to perform the services described in this RFP; and 3) 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 guides. Proposals with subcontracts will not be considered.

1.2 REQUIRED LICENSURE/CERTIFICATION/CREDENTIAL

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

1.3 GRANT TERM

The contract term is for a period to begin **May 1, 2023** and ending **April 30, 2025**. The contract may be extended for an additional three (3) years. The selected vendor must be ready to begin operations within two weeks of receiving the approved contract

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 9:00 a.m. (CST) **March 8, 2023**. 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 manager.

1.5.3 DEPARTMENT'S RESPONSES

The Department will provide a virtual Q&A on **March 9, 2023, 10 a.m. CST** via Zoom. The information can be found in the appendices of this RFP. The Department will provide an official written answer by **March 9, 2023**, to all questions discussed during the virtual Q&A. The Department's response will either provide clarification of the applicable issue or be in the form of an amendment 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.the.dhr.alabama.gov.

1.6 MANDATORY REQUIREMENTS

Vendors are expected to respond to all 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, grants, 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. An electronic signature will be acceptable for this 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 grant.

Note: The Department reserves the right to not enter a new contract/grant 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/SUBGRANTORS

Proposals with subcontractors will not be considered.

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 ELECTRONIC SUBMISSION OF PROPOSALS

Vendors must submit **one (1)** electronic proposal, clearly labeled with the Vendor's name, RFP title and number and include authorizing official's signature to:

Vicki Cooper-Robinson, Procurement Manager
Resource Management Division/Office of Procurement
ChildCareGrant@dhr.alabama.gov

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 clearly indicate that they are in response to the **RFP# 2022-200-001**. **Proposals must be submitted electronically to ChildCareGrant@dhr.alabama.gov by March 13,2023 at 12:00 p.m. CST.**

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 COST PROPOSAL FORMS

Cost proposals are not required for this RFP. Vendors will be paid a flat rate of 3% of the successful grant awards to licensed child care providers.

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 grant resulting from this RFP between the Department and the Vendor.

1.8.5 LATE PROPOSALS

Late proposals will not be opened.

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 granted 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 grants with the Department or in the employment practices of the Department's grantors. Accordingly, all Vendors entering grants 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 grant 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 contractor/grant that knowingly employs, hires for employment, or continues to employ an unauthorized alien. Any subcontractor/grantor hired to perform work under a contract/grant must attest to such by affidavit signed before a notary. Subcontractors/grantors must also enroll in the E-Verify program prior to performing any work on a project and must attach to the affidavit documentation establishing that the subcontractor/grantor 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/grant resulting from this procurement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama and any other location. Furthermore, a granting party found to be in violation of this provision shall be deemed in breach of the grant 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 grant 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 contract/grant 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 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 grant(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/grant. All costs are the responsibility of the Vendor.

2.16 DEPARTMENT’S RIGHTS RESERVED

While the Department has every intention to award a contract/grant 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/grant. 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 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 grant 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 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 GRANT

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/grant with the vendor if it is in the best interest of Department not to proceed with contract/grant 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/grant. 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 grant to any vendor who responds to this RFP.

SECTION 3: SCOPE OF PROJECT

3.0 PROJECT OVERVIEW

Since the start of the novel Covid-19 pandemic, the Department has instituted the Temporary Assistance for the Stabilization of Child Care (TASCC) Grant project, providing periodic financial assistance to the child care community. To further the project goal, the Department seeks a vendor to process additional grants to child care providers as a means to support the child care community. The vendor will serve as an intermediary for the Department to provide the grants. The Department anticipates awarding grants to approximately 1,800 licensed child care providers throughout the state. Vendor(s) will need to supply staffing and systems necessary to administer and process the grants in a timely, transparent and effective manner.

The grants will be issued to the licensed child care provider, which is defined as the child care licensee or owner. The Department will provide instructions for each grant. The Department will also provide a list of providers that are eligible to apply.

3.1 REQUIREMENTS FOR ADMINISTERING COVID RELIEF GRANTS

Qualifying Criteria and Types of Eligible Providers

Qualifying providers include licensed child care providers that are open and available to provide child care services on the date they apply for the grant. It also includes existing licensed child care providers who, on the date they apply for a grant, are temporarily closed due to public health, financial hardship, or other reasons relating to the COVID-19 public health emergency.

Ineligible providers are any provider that does not hold a DHR issued license. Also, due to requirements in the Child Care Safety Act of 2018, licensed-exempt providers are ineligible to receive federal and state funds.

The vendor (s) must post applications for grants on their website and make available paper forms of the application for in-person submission. It is recommended applications be accepted electronically for ease of submission and data collection. DHR will provide applications and guidance to be used by the vendor. The vendor should provide technical assistance and supports for providers submitting applications, including a helpline or chat option for real time support and when possible, in-person assistance.

Applications must be accepted and processed on a rolling basis. Every effort should be made to process applications on a timely basis to create stability, trust, and transparency in the grant process. The Department recommends the vendor to process grant applications and distribute approved funds within 15 days of receipt.

The vendor is responsible for setting up a payment system for distribution of the grant. The Department recommends direct deposit of funds however a payment by check option should be made available to the applicant. The Department will not assist in the issuance of checks to providers.

Reporting Requirements

The vendor will be expected to report to the Department on the types of providers receiving grants. Providers may be required to submit expenditure reports to certify that funds received are expended according to the description in the grant guidance.

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 **thirty (50) pages**, including attachments and must be single-spaced, incorporating 1-inch margins, typed using Times New Roman (font), size 12, black print. *Paragraphs must be double-spaced.* Proposals must include headers that correspond with the bolded sections and subsections (titles and numbers) to which the information pertains as specified in Section 4 of this document. Vendors should avoid the use of elaborate presentations. **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.

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 Contract/Grant Relationships with the Department*

Vendors must describe any past or present grant 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 granted with any department within State Government during the past three years, identify the grant number and other information available to identify such grant(s). If no such grants 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/Grant Performance*

If the vendor has had a contract/grant 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 grant 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/grant terminated for convenience, non-allocation of funds, or any other reason, which termination occurred before completion of all obligations under the initial contract/grant provisions, describe fully all such terminations including the name and address of the other granting 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 contract/grant 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 a new contract/grant 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/grant 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 2020 and letters from the auditor(s) who performed the 2019 and 2018 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: 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 on May 1, 2023.***

4.2.5.3.3 Assessment of Benefits and Impact

Describe the process that will be 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 grant 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/Grant

The vendor must agree to the use of the Department's standard contract/grant 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 grant 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 grant 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. Attachments will not be included in the proposal page count. **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: BUDGET INFORMATION

5.0 BUDGET INFORMATION

The selected vendor(s) will be paid 5% of the total of successfully issued grants to licensed child care providers. A cost proposal will not be required.

5.1. METHOD OF PAYMENT

Payment of grants to be issued and corresponding administrative 5% will be processed upon approval of the vendor invoice by DHR Child Care Services Division.

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 grant that may result from a proposal submitted in response to this RFP and to cancel the said grant without any resulting liability, present and future, to the Department or to the State of Alabama.

SECTION 6: EVALUATION CRITERIA

6.0 EVALUATION CRITERIA

The evaluation committee will review and evaluate the proposals according to the following criteria based on a **maximum possible value of 800 points**. Proposals failing to meet the requirements of this RFP may be deemed non-responsive or subject to point deductions. The point value assigned to each component of the **Technical Proposal** will be based on the following scoring scale.

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	215
B. Past and Present Grant Relationships with the Department	4.2.5.1.2	50
C. Contract/Grant Performance	4.2.5.1.3	<i>To be Determined</i>
D. Project Staff/Resumes/Job Descriptions	4.2.5.1.4	5
E. Staff Performance Evaluations and Training	4.2.5.1.5	5
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	450
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. Vendor Certifications	4.2.5.4.	0

APPENDIX A: STANDARD TERMS AND CONDITIONS

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

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/grantor agrees to provide the Department, Legislative Auditor, or authorized agents, access to any records necessary to determine contract/grant compliance. The contractor/grantor 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/grant or the conclusion of any claim, litigation, or exception relating to the contract/grant 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 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 SUBGRANTING: The grantor shall not assign, transfer or subgrant any portion of the contract/grant without the express written consent of the Department.

AUTHORITY: The following request for proposal, limited solicitation, or contract/grant 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/grantor must, in performance of work under the contract/grant, 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/grantor subjects subcontractors/grantors to the same provision. The contractor/grantor agrees that the hiring of persons to perform the contract/grant 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/grant.

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/grantor 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/grant) by any governmental department or agency. If the contractor/grantor 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/grant is awarded refuses to accept the award (contract/grant) or, fails to deliver in accordance with the contract/grant terms and conditions, the Department may, in its discretion, suspend the vendor for a period of time from entering into any contracts/grants 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/grant, the granting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama and any location. Furthermore, a granting 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 grant is illegal and void shall not affect the legality and enforceability of any other provision of the grant, 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/grant if available funding is reduced for any reason.

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

APPENDIX C: TRADE SECRET AFFIDAVIT

Alabama Department of Human Resources

AFFIDAVIT FOR TRADE SECRET CONFIDENTIALITY

DEPARTMENT OF _____)
County of _____)ss.

_____ (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, or the Vendor will immediately withdraw its opposition to the open records request and permit the Department to release the documents for examination. The Department will inform the Vendor in writing of any open records request that is made, and the Vendor will have five working days from receipt of the notice to notify the Department in writing whether the Vendor opposes the request or not. Failure to provide that notice in writing will waive the claim of trade secret confidentiality, and allow the Department to treat the documents as a public record.

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

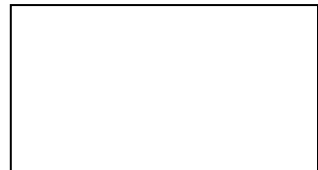
Affiant's Signature

Signed and sworn to before me on _____ (date) by _____
_____ (Affiant's name).

Name of Notary Public: _____ for the

Department of: _____

My Commission Expires: _____



APPENDIX D: CERTIFICATE OF COMPLIANCE

State of _____)

County of _____)

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

DATE: _____

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

_____ by and between
_____ (Grantor/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 Grantor/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 Grantor/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 granting with another person to perform casual domestic labor within the household.

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

_____(b)The Grantor/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, Grantor/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. Grantor/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 Grantor/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/Grantor

Witness

APPENDIX E: VIRTUAL Q & A

The Virtual Q&A will be held March 9, 2023 at 10 a.m. via Zoom. The meeting information is as follows.

Topic: Grant Management RFP Q&A

Time: Mar 9, 2023 10:00 AM Central Time (US and Canada)

Join Zoom Meeting

<https://dhr-alabama-gov.zoom.us/j/85391540276?pwd=S01UUXFmbG95TFIQUVd3MWJGYs9RUT09>

Meeting ID: 853 9154 0276

Passcode: 527113

One tap mobile

+14702509358,85391540276#, *527113# US (Atlanta)

Dial by your location

+1 470 250 9358 US (Atlanta)

Meeting ID: 853 9154 0276

Passcode: 527113

Find your local number: <https://dhr-alabama-gov.zoom.us/j/85391540276>