



ALABAMA DEPARTMENT OF HUMAN RESOURCES REQUEST FOR PROPOSALS

PROCUREMENT INFORMATION	
RFP Number: 2008-200-01	RFP Title: <i>Child Care Management Services</i>
Proposal Due Date and Time: <p style="text-align: center;"><i>Tuesday, July 15, 2008</i> 12:00 p.m., Central Time</p>	Number of Pages: 47
Procurement Officer: <p style="text-align: center;">Starr Stewart Phone: (334) 353-4744 E-mail Address: starr.stewart@dhr.alabama.gov Website: http://www.dhr.alabama.gov</p>	Issue Date: <i>Tuesday, June 03, 2008</i>
	Issuing Division: <p style="text-align: center;"><i>Child Care Services</i></p>

INSTRUCTIONS TO VENDORS	
Submit Proposal to: Starr Stewart – Policy, Planning and Research Alabama Department of Human Resources Gordon Persons Building, Room 2344 50 Ripley Street Montgomery, AL 36130-4000	Label Envelope/Package: RFP Number: 2008-200-01 Proposal Due Date: <i>Tuesday, July 15, 2008</i> Special Instructions:

VENDOR INFORMATION	
(Fill in the information fields below and return this form with RFP response)	
Vendor Name/Address: 	Authorized Vendor Signatory: <p style="text-align: center;">(Please print name and sign in ink)</p>
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	
Trade Secret Declarations: (<u>reference section/page(s) of trade secret declarations</u>) 	

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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 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 8:00 a.m. and 4:30 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.....	June 03, 2008
Deadline for Receipt of Written Questions.....	June 17, 2008
Deadline for Posting of Written Responses to Questions	June 24, 2008
Proposal Due Date	July 15, 2008
Evaluation of Proposal and Selection of Vendors	July 22-25, 2008
Intended Date for Notice of Intent to Award a Contract	August 15, 2008

SECTION 1: PROJECT OVERVIEW AND INSTRUCTIONS

1.0 PROJECT OVERVIEW

The ALABAMA DEPARTMENT OF HUMAN RESOURCES, (hereinafter referred to as “the Department”) invites skilled, qualified vendors to submit a response to provide child care management services for the Child Care Subsidy Program of Alabama. The mission of the Child Care Subsidy Program is to provide Alabama’s families equal access to affordable and quality child care services. The *Personal Responsibility and Work Opportunity Reconciliation Act* (PRWORA) of 1996 amended section 418 of the Social Security Act to provide Federal child care funds to State Lead Agencies. The funds designated under section 418 are referred to by the Department of Health and Human Services as the *Child Care and Development Fund* (CCDF) to reflect the integration of multiple funding sources. The Department has been designated Alabama’s Lead Agency for the federal Child Care and Development Fund (CCDF). A more complete description of the services sought for this project 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, faith-based organizations, 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; 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.

1.2 REQUIRED LICENSURE/CERTIFICATION/CREDENTIAL

There are no licensure or certification requirements for this procurement.

1.3 CONTRACT TERM

The contract term is for a period of **one (1) year** beginning *October 01, 2008* and ending *September 30, 2009*. *Selected Vendors must be fully operational on Wednesday, October 01, 2008.*

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:

Starr Stewart – Policy, Planning and Research
Alabama Department of Human Resources
50 Ripley Street, Room 2344
Montgomery, AL 36130-4000
Telephone Number: (334) 353-4744
E-mail Address: starr.stewart@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) **Tuesday, June 17, 2008**. 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 **Tuesday, June 24, 2008** to all questions received by **June 17, 2008**. 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

All requirements described in this RFP are considered mandatory. Vendor's proposals **must** meet all general and mandatory requirements to be eligible for consideration. The Department will determine whether a Vendor's proposal complies with 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 1.6.5 will be deemed non-responsive and no other consideration will be given.

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 LEGAL STATUS LETTER OR TAXPAYER IDENTIFICATION VERIFICATION

Vendors must include a legible copy of their taxpayer identification 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 may be downloaded from the State Purchasing website at www.purchasing.alabama.gov for completion. Vendors must include a completed copy of the Disclosure Statement in their proposal.

1.6.4 IMMIGRATION STATUS FORM

Vendors must submit a signed copy of the immigration status form with their proposal.

1.6.5 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.

1.7 GENERAL REQUIREMENTS

1.7.1 ACCEPTANCE OF STANDARD TERMS AND CONDITIONS

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

1.7.3 PRIME CONTRACTOR/SUBCONTRACTORS

The prime contractor 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 contractor shall not assign, transfer or subcontract any portion of the contract without the written consent of the Department. The Contractor 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 Contractor. Any awards made as a result of this document will create a contractual relationship between the Contractor 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 and **seven (7)** copies and **one (1)** electronic (PDF preferred) copy on CD or DVD clearly labeled with the Vendor name to:

**Starr Stewart, Policy, Planning and Research
Alabama Department of Human Resources
Gordon Persons Building, Room 2344
50 Ripley Street
Montgomery, AL 36130-4000**

Proposals must subscribe to the section/subsection headings and numbering format 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 RFP #2008-200-01. ***Proposals must be received at the***

receptionist's desk of Policy, Planning and Research by 12:00 p.m., local time, Tuesday, July 15, 2008. Prior to due date, proposals may be delivered Monday through Friday between the hours of 8.00 a.m. and 4:30 p.m. 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 BUDGET FORMS

Vendors responding to this RFP ***must*** utilize the RFP budget forms found in *Appendix D*. These forms will be used as the primary representation of each Vendor's cost. 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 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, 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 IMMIGRATION STATUS

Vendor's authorized person(s) within the agency must sign and submit *Appendix D* on the immigration status of all workers to be employed for the services described in this procurement. Vendors must attest that all workers will be citizens of the United States or at the time of employment will be in a proper and legal immigration status that authorizes them to be employed for pay within the United States.

2.4 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.

2.5 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. 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 RFP.

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.

2.6 PRE-SCREENING AND EVALUATION OF PROPOSALS

2.6.1 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.

2.6.2 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.

2.7 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.

2.8 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.

2.9 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.

2.10 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.

2.11 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:

2.11.1 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.

2.11.2 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.

2.11.3 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.

2.11.4 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.

2.11.5 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.

2.11.6 ORAL PRESENTATIONS

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

2.11.7 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.

2.11.8 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.

2.11.9 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.

2.11.10 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.

Note: All contracts awarded by this Department are subject to review and approval by the Legislative Oversight Committee and the Governor's Office.

SECTION 3: SCOPE OF PROJECT

3.0 PROJECT OVERVIEW

The Child Care Subsidy Program provides Alabama's families equal access to affordable and quality child care services. The Department is responsible for directing and approving the development, implementation and administration of all services authorized under the Child Care Subsidy Program in the State of Alabama. This includes: interpreting federal and state laws, regulations and requirements; establishing Program and funding priorities; promulgating all rules, policies and procedures governing the services to be provided; and planning, coordinating and directing all Program services.

Proposals must indicate how the Vendor will meet the following program requirements.

3.1 POPULATION TO BE SERVED

3.1.1 PROJECT SERVICE AREA

The project service area for each proposed child care management service agencies must include at a minimum one of the nine regions identified in *Appendix I*. Vendors proposing to provide child care management services in a particular region must provide the services for all counties in the region. Vendors are not precluded from proposing to provide services in more than one region of the state. If two or more selected vendors propose to provide services for the same region, the Department reserves the right to designate only one of the vendors to provide services to any one region. **If, a vendor proposes to provide services in more than one region the proposal must clearly indicate this intent and the vendor must submit a separate budget outlining the cost for each region.**

3.1.2 CLIENT ELIGIBILITY REQUIREMENTS

In order to be eligible for the Child Care Subsidy Program a child must be in need of services and live with a parent(s) who is gainfully employed and/or participating in an approved job training or educational program, for a minimum of 15 hours per week. Each family must also be a resident of Alabama and must apply for services with the designated agency responsible for their county of residence.

3.1.3 NUMBER TO BE SERVED

See *Appendix G* and *Appendix H* for a list of the estimated numbers of families and children served per county and the estimated number of families and children on a waiting list for care. Vendors must ensure that adequate project staff is available to serve eligible families. Vendors should consider the number of families served per county and the number of eligible families that may be on a waiting list when determining the number of staff positions to propose. Vendor staff responsible for case management will be expected to maintain a minimum caseload of 250 families. **Staff providing all case management services including, but not limited to, caseworkers, claims/overpayment, provider payments, resource and referral and waiting list, must be included when determining the 250 family caseload.**

3.2 SERVICE DESCRIPTION

Child care management service agencies will be responsible for the day-to-day operation of the Child Care Subsidy Program, which includes:

3.2.1 DETERMINATION OF INITIAL AND CONTINUING ELIGIBILITY FOR SERVICES

Vendors will be responsible for accepting applications for child care assistance, conducting client interviews and determining eligibility based upon eligibility policies and procedures outlined in the *Child Care Subsidy Program Policies and Procedures Manual*. Vendors will also be responsible for assessing the need, on an on-going basis, for implementing a waiting list in their project service area, when sufficient child care funds do not exist to serve new applicants for child care assistance.

3.2.2 PROVIDING CASE MANAGEMENT SERVICES

Vendors will be responsible for providing on-going case management services for all families and child care providers in the service area. This includes scheduling and conducting all initial and continued eligibility determination interviews; processing all changes received from families and providers; and working closely and cooperatively with County Department offices in processing referrals for JOBS, Foster Care and Protective Service recipients. Each caseworker may have to travel to remote sites and/or satellite office locations within the service area. Vendor staff will be responsible for processing all applications for initial and continuing eligibility and issuing a Certificate or denial notice, as applicable, within the timeframes set by the Department.

3.2.3 PROVIDING RESOURCE & REFERRAL (R&R) SERVICES

Vendors will be responsible for providing basic Resource & Referral Services to families as needed or requested in order to assist parents in selecting a child care provider. Each agency or service provider will be responsible for maintaining a resource and referral directory using Departmental approved software.

3.2.4 MAKING PAYMENTS TO PROVIDERS

Vendors will be responsible for processing Enrollment Attendance Verification (EAV) forms to ensure correct and timely monthly reimbursement payments to child care providers. This process includes:

3.2.4.1 REGISTERING PROVIDERS

Vendors will be required to register providers for participation in the Child Care Subsidy Program on an annual basis including documenting published rates, policies, and closure dates. Vendors will also be required to ensure that rates, closure days and other pertinent information is entered into the child care subsidy system timely and accurately.

3.2.4.2 ENROLLMENT ATTENDANCE VERIFICATION

Vendors will be required to mail out monthly Enrollment Attendance Verification (EAV) forms to providers in a timely manner. Vendors will be responsible for collecting, processing and determining the completeness of Enrollment Attendance Verification (EAV) forms received from providers. Vendors will be required to reconcile attendance reports with automated reimbursement reports and to make necessary adjustments in the actual payments to be issued to child care providers based on policies and procedures outlined in the *Child Care Subsidy Program Policies and Procedures Manual*.

3.2.5 DOCUMENTING THE DELIVERY OF SERVICES

Vendors will be responsible for providing the administrative services needed to effectively implement and carry out program services in a timely manner.

3.2.6 CONDUCTING FISCAL AND ADMINISTRATIVE MONITORING OF PROVIDERS

Vendors will be responsible for monitoring the fiscal and administrative activities of child care providers to ensure their compliance with program guidelines, correct billing and collection of all mandatory fees.

3.2.7 MANAGEMENT OF DEPARTMENTAL FUNDS

Vendors will be responsible for managing departmental funds in accordance with applicable Federal and State regulations. Vendors will be required to maintain sufficient documentation of any and all expenses reimbursed from departmental funds. Vendors receiving federal funds totaling \$300,000 or more will be required to conduct an annual A-133 audit in accordance with Department guidelines and federal and state regulations. The Department will also conduct periodic programmatic and fiscal audits to determine program compliance.

3.2.8 COMPLETING AND SUBMITTING TIMELY DATA AND REPORTS

Vendors will be required to submit accurate billing reports on a monthly basis, and other reports as required by the Department for the management of the Program.

3.3 NOTICE

If a proposal is accepted and a contract is executed on the basis of a proposal, the vendor will be subject to the following requirements:

3.3.1 TIMELY SUBMISSION

Vendors will be required to submit reports and data, on a timely basis in the format required by the Department.

3.3.2 ACCOMPLISHMENT REPORTS

The Department may request written reports of achievement and the vendor will be required to comply with such requests.

3.3.3 PROGRESS REVIEW MEETINGS

The Department may request progress review meetings and vendors will be required to comply as requested.

3.3.4 PROGRAM AUDITS AND RECORD KEEPING

Vendors must comply with financial and programmatic audits as well as record keeping requirements as established by the Department. Reports and data requested by the Department must be submitted in a timely manner, in a format requested by the Department. Program monitoring will occur on an ongoing basis and written reports will be reviewed and evaluated by departmental child care subsidy staff.

3.3.5 PROGRAM EVALUATION

A performance evaluation tool developed by the Department will be used to evaluate the degree to which vendors administer programs according to applicable federal and state regulations and departmental policies. Vendors who are found not maintaining acceptable performance standards will be subject to corrective action including repayment of funds and/or termination of contract.

3.3.6 INVESTIGATIONS

The Department will require the vendor's cooperation and assistance in any investigations of compliance including allegations of abuse, neglect or exploitation.

3.3.7 OTHER

Other requirements include any and all additional requirements that may be established by the Department and communicated in writing to the vendor.

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 be single-spaced, incorporating 1-inch margins, typed using Times New Roman (font), size 12 and printed/copied onto one side of standard (8½ x 11) white typing/copier paper. *Paragraphs must be double-spaced.* All proposals must include labeled tabs that correspond with the bolded sections and subsections to which the information pertains. ***Do not use tabs with the paper inserts.*** Vendors should avoid the use of elaborate presentations and binding materials beyond that sufficient to present complete and effective proposals.

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. The vendor must 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.

4.2.3 LEGAL STATUS FORM/TAXPAYER IDENTIFICATION NUMBER

The Table of Contents must be followed by a copy of the **Legal Status Form**. *This form is issued by the IRS and denotes an organization’s legal status (i.e., non-profit, for-profit, corporation, etc.) and includes the Federal Employee Identification Number (FEIN).* If the Legal Status Form is not 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. (Do not number this page).

4.2.4 LICENSES/CERTIFICATES/CREDENTIALS

The Request for Taxpayer Identification Number form should be followed by a copy of all required **Licenses, Certificates, and/or 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 should be followed by the **Technical Proposal**. Numbering of the proposal pages should begin with page 1 of the Technical Proposal. Page numbers should be placed in the left corner of the bottom margin. The Technical Proposal **must not exceed fifty (50) pages**, and 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

The 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. The Vendor must list all names it has used when conducting business. The Vendor 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. The Vendor 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 References

The proposing Vendor must provide a minimum of three (3) references for which it has performed similar services. These references may be contacted to verify Vendor's ability to perform the contract. The Department reserves the right to use any information or additional references deemed necessary to establish the ability of the Vendor to perform the conditions of the contract. Negative references may be grounds for proposal disqualification.

For each reference, the Vendor must provide: company/agency name of the reference; location where the services were performed (city, state); primary and secondary contact name, title, telephone number, and e-mail address; a brief description of the project; description of the Vendor's role in the project; and the start and end date of each project.

4.2.5.1.3 Past and Present Contractual Relationships with the Department

The Vendor shall 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 the Vendor's responses to this section has contracted with any department within State Government during the past three years, identify the contract number and/or 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, state agency by which employed, job title of position held with the State, and separation date. If no such relationship exists, so declare.

4.2.5.1.4 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 shall 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.

Note: 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.

4.2.5.1.5 Project Staff/Resumes/Job Descriptions

The Vendor 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. The Vendor should indicate that it has 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 vendor.

4.2.5.1.6 Staff Performance Evaluations and Training

Vendors must describe its 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.

4.2.5.1.7 Background Checks

Describe in detail the steps that the Vendor will take to ensure that all staff, regardless of level, have not been the subject of any incident or investigation which would call into question the propriety of that employee's working with this population of children. Provide documentation that each employee has had an Alabama Bureau of Investigation (ABI) and a Federal Bureau of Investigation (FBI) criminal background check. 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 the past year and letters from the auditor(s) who performed the previous two (2) financial audits immediately preceding the issuance of this RFP. Vendors of newly formed organizations, who have been in business less than one year must submit copies of any quarterly financial statements 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

The Vendor 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 number of children/youth and/or families to be served, the timeframes necessary to accomplish the work, and how the work will be accomplished. The Vendor must identify the county/region to be served by the proposed project. *All requirements in Section 3: Scope of Project must be addressed in the Service Delivery Approach.*

4.2.5.3.2 Start-up Plan

The Vendor 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*.

4.2.5.3.3 Assessment of Benefits and Impact

Describe the process that Vendor will use 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 of the office that will be responsible for maintaining records and performing services under a contract with the Department in the event the Vendor becomes the Contractor. **Vendors must maintain core office hours of 8:00 a.m. until 4:30 p.m. weekdays (excluding holidays) during which time the vendor office must be open to the public. Vendors must adhere to the same holidays schedule as the Department thereby maintaining consistent access to Department services by client as well as ensuring the Department's access to the Vendor's offices to communicate policy, procedures and/or computer issues.**

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 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 Alabama Legislative Contract Review Committee, Examiners of Public Accounts, the State Finance Director and the Office of the Governor.

4.2.5.4.4 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.)

4.2.5.4.5 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.

4.2.5.4.6 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.

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 D*), if applicable.

4.2.5.5.3 Immigration Status Form

The Trade Secret Affidavit must be followed by a completed copy of the **Immigration Status Form**. *All proposals must include the Immigration Status Form.*

SECTION 5: BUDGET

5.0 BUDGET

Vendors must submit a budget detailing all reasonable and necessary expenditures of the proposed services. The budget information must be compiled in the manner specified in *Appendix E: Budget*. A narrative description of each line item and also the responsibilities of all personnel must also be submitted. Vendors must also attach a detailed budget justification describing the activities and responsibilities of all proposed line item expenses, including personnel. The evaluation process will give priority to proposals that include budgets with a greater percentage of funds for direct services rather than program administration. If a vendor proposes to provide services in more than one region the vendor must submit a separate budget outlining the cost for each region and a separate detailed budget justification for each region. The cost for providing services in each region can not exceed \$150 per child. For example, if the estimated number of children served in a region is 3000, the total budget for the region can be no more than \$450,000 ($\150×3000 children). See *Appendix G* for the estimated number of children served by region.

5.1 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 contractor 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.

Note: A fixed rate is specified in this RFP document for provision of services, any proposal submitted exceeding the fixed rate will be deemed non-responsive and no further consideration will be given.

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 1,000 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 and Budget** 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	200
B. References	4.2.5.1.2	0
C. Past and Present Contractual Relationships with the Department	4.2.5.1.3	0
D. Contract Performance	4.2.5.1.4	<i>To Be Determined</i>
E. Project Staff/Resumes/Job Descriptions	4.2.5.1.5	25
F. Staff Performance Evaluations and Training	4.2.5.1.6	50
G. Background Checks	4.2.5.1.7	25
H. Vendor Financial Stability	4.2.5.2	0
Method of Providing Services	60% of points for a possible 600 points	
A. Service Delivery Approach	4.2.5.3.1	375
B. Start-up Plan	4.2.5.3.2	100
C. Assessment of Benefits and Impact	4.2.5.3.3	100
D. Office Location	4.2.5.3.4	25
E. Vendor Certifications	4.2.5.4.	0
Budget	10% of points for a possible 100 points	
A. Budget	5.0	100

SECTION 7: DEFINITIONS

Before and After School Care - child care services provided for school-age children before and after normal school hours during the normal school year.

CCDF – means the Child Care and Development Fund.

Certificate – the voucher issued to a parent at the point child care services are authorized, or re-authorized, certifying to the parent, and any eligible provider, that payment for such services has been authorized.

Child – a single individual under the age of 18.

Child care center - a child care facility licensed by the Department or otherwise legally authorized, which receives more than 12 children during the day or night, as applicable, for more than 4 hours a day.

Child care provider - any legally operating entity, whether licensed or exempt, that provides child care services whether for compensation or otherwise.

Child care services - the care given to an eligible child by an eligible child care provider.

Department - the Alabama Department of Human Resources.

Exempt Center - a child care facility operated legally by a church, school or other entity exempt from state licensure requirements.

Family - the basic family unit residing in a common place of residence, distinguished by, and consisting exclusively of, parents, responsible adult parents, as applicable, and their unmarried minor children.

Family Day Care Home - an individual licensed by the County Department to provide care as the sole caregiver in a private residence, other than the eligible child's residence, for no more than six (6) children during the day or night, as applicable.

Group Day Care Home - a individual licensed by the County Department to provide care in a private residence, other than the eligible child's residence, for at least seven (7), but not more than twelve (12), children during the day or night, as applicable, and where at least two (2) adults are present and supervising the child care services.

Infant/Toddler Care – child care services provided to a child age birth up to 2 ½ years.

Job training and educational program - A non-academic vocational, trade, or technical training program lasting no more than twenty-four (24) calendar months from the parent's initial enrollment into the program, and which results in the parent: 1) receiving a certificate of completion, degree or diploma; and 2) possessing, without additional study, a marketable employment skill in a particular vocation or trade, for example, barbering, plumbing, electrician, secretarial, etc. This definition also includes satisfactory participation in a Trade Retraining Act program in the event of a lay-off or plant closure, GED programs and, for parents who have already completed the first two years of a four-year college degree program (attained Junior status), the last two years of the four-year degree program.

Minor parent – a parent, regardless of marital status, who is under the age of 18 or under the age of 19 if the parent remains in high school or its equivalent.

Parent - a parent by blood, marriage (including common-law) or adoption; legal guardian; legal custodian; or a person standing in *loco parentis*.

Pre-School Care - child care services provided to a child age 2 ½ years up to 5 years.

Related Home Care - child care services provided outside the child's own home by a person, other than a parent, who is related to the child.

Residency – In order to be eligible for services a child must reside on a permanent basis with a parent who is a resident of the State of Alabama and is in the state voluntarily with the intention of making Alabama his or her home.

Resource and Referral – Assistance to any applicant or recipient of services in locating a formal child care setting within a particular neighborhood or geographical area.

School-Age Care – child care services provided to a child who is enrolled in a public or private school and is receiving credit toward the completion of a high school diploma.

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.

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.

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.

HOLD HARMLESS/INDEMNIFICATION: The contractor agrees to hold the Department, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except for acts of omission resulting from the sole negligence of the Department, under this agreement.

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.

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 CONTRACT: Unless otherwise stated, the Department may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

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 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, 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

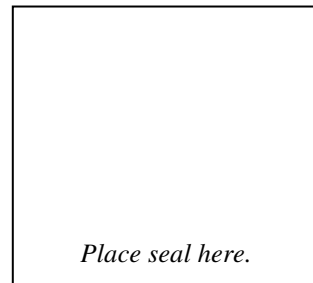
Signed and sworn to before me on _____ (date) by _____

(Affiant's name).

Name of Notary Public: _____ for the

Department of: _____

My Commission Expires: _____



APPENDIX D: IMMIGRATION STATUS FORM

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

APPENDIX E: BUDGET

Contract Number:		DHR USE ONLY	Taxpayer ID#:	
Agency:				
Address:				
Project Title:				
Budget Period:	1-Oct-08		to	30-Sep-09

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

Itemize the sources of ALL non-departmental funds:

				Total Non-\$ DHR Funding:	

				
		Health Insurance	\$
		Other (specify)	\$
				\$
					\$
				Subtotal Fringe Benefits:	\$
				TOTAL PERSONNEL:	\$
2. SUBCONTRACTS	All subcontracts require the Department's prior written approval.				TOTAL DHR SHARE
					\$
					\$
					\$
					\$
					\$
					\$
					\$
				TOTAL SUBCONTRACTS:	\$
3. TRAVEL	Out-of-state travel is not allowable. Out-of-region travel requires the Department's prior written approval.				TOTAL DHR SHARE
				Within project coverage area	\$
				In-state (out-of-coverage area)	\$
					\$
				Board Members - Within project coverage area	\$
				Board Members - In-state (out-of-coverage area)	\$
					\$
					\$
				TOTAL TRAVEL:	\$

4. SPACE	All repairs to facilities, regardless of the cost, require the Department's prior written approval.				TOTAL DHR SHARE
				Basic Local Phone Service	\$
				Long Distance	\$
				Rent/Lease	\$
				Use Allowance	\$
				Utilities	\$
				Upkeep (buildings/grounds)	\$
				Minor Repairs	\$
				Other (specify)	\$
				TOTAL SPACE:	\$
5. SUPPLIES					TOTAL DHR SHARE
				Office Supplies	\$
				Computer-related Supplies	\$
				Custodial Supplies	\$
				Other (specify)	\$
				TOTAL SUPPLIES:	\$
6. EQUIPMENT	The Department's prior written approval is required for all property items having a total unit or individual cost of \$100 or greater.				TOTAL DHR SHARE
				Purchase	\$
				Rental/Lease	\$
				Repairs	\$
				Maintenance Agreements	\$
				Use Allowance	\$
				Office Furniture	\$
				Office Furnishings	\$
				Other (specify)	\$

				TOTAL EQUIPMENT:	\$
7. OTHER					TOTAL DHR SHARE
				Membership Dues (itemize and attach a separate listing)	\$
				Subscriptions (itemize and attach a separate listing)	\$
				A-133 Audit	\$
				Liability Insurance	\$
				Attorney (Legal) Fees	\$
				Other (specify)	\$
				TOTAL OTHER:	\$

APPENDIX F: INSTRUCTIONS FOR BUDGET

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

Heading

Contract Number	To be completed by DHR
Taxpayer ID	Federal Employer ID number
Agency	Official name of your organization
Address	Mailing address of business
Project Title	Name of project
Budget Period	October 1, 2008 through September 30, 2009

1. Personnel

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

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

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

2. Subcontracts

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

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

3. Travel

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

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

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

4. Space

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

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

Rent/Lease: Self explanatory.

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

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

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

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

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

5. Supplies

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

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

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

6. Equipment

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

Purchase: Include all costs associated with the intended procurement of property items needed to implement the child care management services. **The Department's prior written approval is required for all property items having a total unit cost of \$100 or greater, including the base price, taxes, shipping, handling and any additional add-on cost.** The term "unit" means collectively all requisite items which make a property item fully complete and functional. Property items comprised of multiple components must be considered collectively when calculating the total unit cost. For example, a fax machine may cost \$99 while the paper feeder attachment has a separate cost of \$25. These items collectively would make up a single property item

(the paper feeder is considered a component of the fax machine) with a unit cost of \$124, plus taxes, shipping and handling, etc. **Equipment with a total unit cost of \$500 or more must be leased.**

Rental/Lease: Include all costs associated with the rental or lease of equipment. **Rental/Lease costs for a unit of property, as described above that equal or exceed \$100 require the Department's prior written approval.**

Repairs: Include all costs associated with repairs related to equipment. **Repairs that equal or exceed \$100 require the Department's prior written approval.**

Maintenance Agreements: Include all costs associated with ongoing maintenance agreements related to equipment and other property items. **Maintenance agreements that equal or exceed \$100 require the Department's prior written approval.**

Use Allowance: Include any applicable usage cost allocable to the program for property items owned by the Applicant **and** not purchased in whole or in part with any federal or state funds. (An FM-06 "USE ALLOWANCE – EQUIPMENT" form is required for all use allowances for equipment. This form is available from the Department upon request.) **Use allowance for any property item that equals or exceeds \$100 requires the Department's prior written approval.**

Office Furniture: Include all costs associated with desks, chairs, file cabinets and other office furnishings. **Office furniture requires the Department's prior written approval for any item with a total unit cost (as described for an equipment purchase) of \$100 or greater. Office Furniture with a total unit cost of \$500 or more must be leased.**

Office Furnishings: Include all other property items, for example, wall hangings, lamps, pictures, decorations, trash cans, etc. **Office furnishings require the Department's prior written approval for any item with a total unit cost (as described for an equipment purchase) of \$100 or greater.**

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

7. Other

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

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

A-133 Audit: Include all costs associated with contracting with a CPA firm to conduct the required annual A-133 audit. This audit is required only for Contractors who receive \$300,000 or more in federal funds.

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

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

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

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

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

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

APPENDIX G: FAMILIES AND CHILDREN SERVED BY REGION AND COUNTY

Note: Estimated Number of Families and Children Served by Region and County:

	County	Families	Children
Region 1	Colbert	125	241
	Cullman	130	215
	Franklin	34	62
	Lauderdale	190	351
	Lawrence	46	78
	Limestone	87	157
	Madison	918	1543
	Morgan	276	524
	Winston	13	28
	<i>Total</i>	<i>1819</i>	<i>3199</i>

Region 2	Baldwin	294	568
	Clarke	86	161
	Conecuh	38	70
	Escambia	67	120
	Mobile	3551	7086
	Monroe	136	292
	Washington	14	23
	<i>Total</i>	<i>4186</i>	<i>8320</i>

Region 3	Blount	60	115
	Jefferson	3806	7403
	St. Clair	114	194
	Shelby	159	257
	Walker	64	101
	<i>Total</i>	<i>4203</i>	<i>8070</i>

	County	Families	Children
Region 4	Autauga	149	271
	Chilton	104	192
	Covington	52	100
	Dallas	192	343
	Elmore	98	177
	Lowndes	10	17
	Montgomery	1543	3049
	Wilcox	11	16
	<i>Total</i>	<i>2159</i>	<i>4165</i>

Region 5	Chambers	135	153
	Lee	632	1199
	Macon	148	271
	Russell	302	551
	Tallapoosa	199	350
	<i>Total</i>	<i>1416</i>	<i>2524</i>

Region 6	Bibb	22	34
	Choctaw	9	11
	Fayette	20	37
	Greene	14	23
	Hale	46	88
	Lamar	19	34
	Marengo	63	111
	Marion	16	25
	Perry	24	45
	Pickens	26	43
	Sumter	30	47
	Tuscaloosa	645	1141
	<i>Total</i>	<i>934</i>	<i>1639</i>

	County	Families	Children
Region 7	Cherokee	38	66
	De Kalb	90	164
	Etowah	263	449
	Jackson	58	109
	Marshall	199	356
	<i>Total</i>	<i>648</i>	<i>1144</i>

Region 8	Clay	25	48
	Cleburne	46	92
	Coosa	24	36
	Randolph	48	85
	Talladega	357	626
	<i>Total</i>	<i>500</i>	<i>887</i>

Region 9	Barbour	65	115
	Coffee	94	166
	Crenshaw	15	28
	Dale	134	267
	Geneva	39	83
	Henry	58	101
	Houston	475	963
	Pike	78	128
	<i>Total</i>	<i>958</i>	<i>1851</i>

APPENDIX H: WAITING LIST BY COUNTY

Note: Estimated Number of Families and Children on Waiting List by County:

County	Families	Children
Autauga	67	128
Baldwin	123	233
Barbour	29	55
Bibb	16	31
Blount	20	38
Bullock	29	55
Butler	23	44
Calhoun	128	244
Chambers	46	88
Cherokee	7	13
Chilton	27	52
Choctaw	10	19
Clarke	26	50
Clay	14	26
Cleburne	16	30
Coffee	34	64
Colbert	57	109
Conecuh	18	35
Coosa	18	35
Covington	38	72
Crenshaw	7	14
Cullman	35	66
Dale	57	108
Dallas	92	175
De Kalb	43	81
Elmore	58	111
Escambia	39	75
Etowah	76	144
Fayette	15	28
Franklin	16	30
Geneva	25	48
Greene	8	15
Hale	25	47
Henry	28	53
Houston	194	368
Jackson	26	50
Jefferson	648	1232
Lamar	9	18
Lauderdale	89	169
Lawrence	17	33
Lee	167	317
Limestone	38	73
Lowndes	9	18
Macon	35	67
Madison	344	653
Marengo	34	64

Marion	21	39
County	Families	Children
Marshall	61	115
Mobile	843	1601
Monroe	38	73
Montgomery	529	1006
Morgan	92	175
Perry	11	20
Pickens	13	25
Pike	31	58
Randolph	30	57
Russell	103	195
Shelby	83	157
St. Clair	33	63
Sumter	17	32
Talladega	171	324
Tallapoosa	64	122
Tuscaloosa	285	541
Walker	29	55
Washington	4	7
Wilcox	11	21
Winston	4	7
All Counties	5,353	10,171

APPENDIX I: CHILD CARE MANAGEMENT (CMA) REGIONS

Region 1

17 Colbert
22 Cullman
30 Franklin
39 Lauderdale
40 Lawrence
42 Limestone
45 Madison
52 Morgan
67 Winston

Region 2

02 Baldwin
13 Clarke
18 Conecuh
27 Escambia
49 Mobile
50 Monroe
65 Washington

Region 3

05 Blount
37 Jefferson
58 St Clair
59 Shelby
64 Walker

Region 4

01 Autauga
06 Bullock
07 Butler
11 Chilton
20 Covington
24 Dallas
26 Elmore
43 Lowndes
51 Montgomery
66 Wilcox

Region 5

09 Chambers
41 Lee
44 Macon
57 Russell
62 Tallapoosa

Region 6

04 Bibb
12 Choctaw
29 Fayette
32 Greene
33Hale
38 Lamar
46 Marengo
47 Marion
53 Perry
54 Pickens
60 Sumter
63 Tuscaloosa

Region 7

10 Cherokee
25 DeKalb
28 Etowah
36 Jackson
48 Marshall

Region 8

08 Calhoun
14 Clay
15 Cleburne
19 Coosa
56 Randolph
61 Talladega

Region 9

03 Barbour
16 Coffee
21 Crenshaw
23 Dale
31 Geneva
34 Henry
35 Houston
55 Pike