



ALABAMA DEPARTMENT OF HUMAN RESOURCES REQUEST FOR PROPOSALS

PROCUREMENT INFORMATION	
RFP Number: 2023-200-02	RFP Title: <i>Child Care Management Services</i>
Proposal Due Date and Time: April 27, 2023 12:00 p.m., Central Time	Number of Pages: 38
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: <i>March 23, 2023</i>
	Issuing Division: <i>Child Care Services Division</i>

INSTRUCTIONS TO VENDORS	
Submit Proposal Electronically to: Vicki Cooper-Robinson, Procurement Manager Resource Management Division/Office of Procurement Alabama Department of Human Resources Email: ChildCare Grant@ dhr.alabama.gov	Label Envelope/Package: RFP Title/Number: <i>Child Care Management Services 2023-200-02</i> Proposal Due Date: <i>Thursday, April 27, 2023</i> Special Instructions:

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

Trade Secret Declarations: (reference section/page(s) of trade secret declarations)

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VENDOR'S RFP CHECKLIST

1. _____
Read the entire document. Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; licensing requirements; contractual requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. _____
Note the procurement officer's name, address, phone numbers and e-mail address. This is the only person you are allowed to communicate with regarding the RFP.
3. _____
Attend the pre-proposal conference if one is offered. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the Department of any ambiguities, inconsistencies, or errors in the RFP.
4. _____
Take advantage of the “question and answer” period. Submit your questions to the procurement officer by the due date listed in the Schedule of Events and view the answers given in the formal “addenda” issued for the RFP. All addenda issued for an RFP are posted on the Department’s website at www.dhr.alabama.gov and will include all questions asked and responses concerning the RFP.
5. _____
Follow the format required in the RFP when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.
6. _____
Provide complete answers/descriptions. Read and answer **all** questions and requirements. Don’t assume the Department or evaluation committee will know what your company’s capabilities are or what items/services you can provide, even if you have previously contracted with the Department. The proposals are evaluated based solely on the information and materials provided in your response.
7. _____
Use the forms provided, i.e., cover page, budget forms, certification forms, etc.
8. _____
Check the Department’s website for RFP addenda. It is the vendor’s responsibility to check the Department’s website at www.dhr.alabama.gov for any addenda issued for this RFP, no further notification will be provided.
9. _____
Review and read the RFP document again to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. The copies are provided to the evaluation committee members and will be used to score your response.
10. _____
Submit your response on time. Note all the dates and times listed in the Schedule of Events and within the document and submit all required items on time. Late proposal responses are *never* accepted.

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

SCHEDULE OF EVENTS

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

EVENT	DATE
RFP Issue Date.....	March 23, 2023
Deadline for Receipt of Written Questions.....	March 31, 2023
Deadline for Posting of Written Responses to Questions.....	April 6, 2023
Proposal Due Date	April 27, 2023
Evaluation of Proposals and Selection of Vendors.....	May 8-12, 2023
Intended Date for Notice of Intent to Award a Contract.....	May 19, 2023

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 Child Care and Development fund (CCDF) is authorized under the Child Care and Development Block Grant Act (CCDBG) which was enacted under the Omnibus Budget Reconciliation Act of 1990. The CCDBG Act was amended and reauthorized by the Personal Responsibility and Work Opportunity Act of 1996, and again by the CCDBG Act of 2014 to provide Federal child care funds to State Lead Agencies. The Department has been designated Alabama’s Lead Agency for the federal Child Care and Development Fund. 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, certification, or credential requirements for this procurement.

1.3 CONTRACT TERM

The initial contract term is for a period of **two (2)** years beginning *October 1, 2023* and ending *September 30, 2025*. Renewals of the contract, as agreed upon by both parties, may be made at **one (1)** year intervals, or any interval that is advantageous to the Department, not to exceed a total of **three (3)** years, at the option of the Department. *Selected vendors must be fully operational on October 1, 2023.*

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

1.5 REQUIRED REVIEW

1.5.1 REVIEW RFP

Vendors should carefully review the instructions, mandatory and general requirements, project specifications, and the standard terms and conditions in this RFP. After a thorough review of the RFP if the vendor identifies

any ambiguity, inconsistency, unduly restrictive specifications, or error promptly notify the procurement officer identified above in writing, via e-mail or courier by the deadline for receipt of questions as stated in the Schedule of Events.

1.5.2 VENDOR'S QUESTIONS

Vendors with questions or requiring clarification regarding any section of this RFP must reference the RFP by title and number and submit written questions via e-mail or courier to the procurement officer referenced above by 3:00 p.m. (CST) *Friday, March 31, 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 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 *Thursday, April 6, 2023*, to all questions received by the deadline on *Friday, March 31, 2023*. The Department's response will either provide clarification of the applicable issue or be in the form of a correction to this RFP. Vendor questions and the Department's responses, as well as any formal written addendum will be posted on the Department's website at www.dhr.alabama.gov by the close of business on the date listed.

1.6 MANDATORY REQUIREMENTS

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

1.6.1 DEADLINE FOR RECEIPT OF PROPOSALS

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

1.6.2 LEGAL STATUS LETTER OR TAXPAYER IDENTIFICATION NUMBER FORM

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

1.6.3 DISCLOSURE STATEMENT

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

1.6.4 CERTIFICATE OF COMPLIANCE

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

1.6.5 E-VERIFY MOU

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

1.6.6 IMMIGRATION STATUS FORM

Vendors must submit immigration status form documentation with their proposals.

1.6.7 AUTHORIZED VENDOR SIGNATORY

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

1.6.8 DUNS NUMBER

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

1.7 GENERAL REQUIREMENTS

1.7.1 ACCEPTANCE OF STANDARD TERMS AND CONDITIONS

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

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

1.7.2 UNDERSTANDING OF SPECIFICATIONS AND REQUIREMENTS

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

1.7.3 PRIMARY VENDOR/SUBCONTRACTORS

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

1.7.4 VENDOR'S SIGNATURE

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

1.8 ELECTRONIC SUBMISSION OF 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
Email: [ChildCare Grant@ dhr.alabama.gov](mailto: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# 2023-200-02 Child Care management Services**. **Proposals must be submitted electronically to the email: [ChildCare Grant@ dhr.alabama.gov](mailto:ChildCareGrant@ dhr.alabama.gov) by Thursday, April 27,2023 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

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

1.8.4 TIMELY SUBMITTED PROPOSALS

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

1.8.5 LATE PROPOSALS

Regardless of the cause, late proposals will not be accepted and will automatically be disqualified from further consideration. It shall be the Vendor's sole risk to assure delivery in the electronic email box by the designated time.

SECTION 2: STANDARD INFORMATION

2.0 AUTHORITY

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

2.1 VENDOR COMPETITION

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

2.2 NONDISCRIMINATION

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

2.3 CERTIFICATE OF COMPLIANCE AND E-VERIFY

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

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

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

2.4 NO BOYCOTT CLAUSE

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

2.5 ALTERNATIVE RESOLUTION

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

2.6 MERIT SYSTEM EXCLUSION

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

2.7 IMMIGRATION CLAUSE

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

2.8 DUNS NUMBER

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

2.9 PROPOSAL EFFECTIVE PERIOD

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

2.10 TRADE SECRETS

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

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

2.11 PRE-SCREENING AND EVALUATION OF PROPOSALS

2.11.1 PRE-SCREENING

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

2.11.2 EVALUATION OF PROPOSALS

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

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

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

2.13 BEST AND FINAL OFFER

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

2.14 PUBLIC REQUESTS FOR INFORMATION

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

2.15 COST OF PREPARING A PROPOSAL

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

2.16 DEPARTMENT’S RIGHTS RESERVED

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

2.16.1 PRE-SELECTION DISCRETION

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

2.16.2 POST-SELECTION DISCRETION

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

2.16.3 WAIVERS

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

2.16.4 NEGOTIATIONS

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

2.16.5 ADOPTION OF IDEAS

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

2.16.6 ORAL PRESENTATIONS

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

2.16.7 AMENDMENTS

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

2.16.8 NO GUARANTEE OF CONTRACT

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

2.16.9 RIGHT TO INVESTIGATE AND REJECT

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

2.16.10 DISCLAIMER

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

SECTION 3: SCOPE OF PROJECT

3.0 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.

3.1 POPULATION TO BE SERVED

3.1.1 PROJECT SERVICE AREA

The project service area for each proposed child care management service agency must include at a minimum one of the nine regions identified in *Appendix G*. Vendors proposing to provide child care management services in a particular region must provide the services for all counties in the region. Vendors must disclose the physical location of each office site within 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 their proposal must clearly indicate this intent.**

3.1.2 CLIENT ELIGIBILITY REQUIREMENTS

In order to be eligible for the Child Care Subsidy Program a child must need services and live with a parent(s) or responsible adult(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. Vendors must have procedures in place that allow clients to apply and be interviewed in their county of residence. Vendors must have a *Customer Service Plan* which outlines local office policies, and procedures to establish, maintain and enhance relationships with parent(s) or responsible adult(s) and providers. The plan must include procedures for training support, case management, and techniques as it relates to client friendly customer services for parent(s) and responsible adult(s), providers, and the public. Also include the process for notifying the public of the agency operating hours; information on how to contact agency managers, supervisors, and case management staff; and information on how and to whom to address complaints.

3.1.3 NUMBER TO BE SERVED

See *Appendix F* for a list of the estimated numbers of families and children served per county. In the event there is a need to establish a waiting list due to limited funding, the Vendor must be able to maintain, purge and place families into child care when funding becomes available. Vendors must ensure that adequate project staff is always 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. Staff will be required to verify eligibility in order to place families on the waiting list when applicable. This includes collecting documentation for work/school/training activities, applicable income, and household compositions. Vendor staff is responsible for case management and is expected to maintain a minimum caseload of 350 families. **Staff providing all case management services including, but not limited to, professional customer service, casework, claims/overpayments, provider payments, resource and referral and waiting list, must be included when determining the family caseload of 350.** Managers, supervisors, and administrative staff must not be included when determining the caseload count. Proposals

must include the numbers and positions/titles of staff that will provide the services required under this RFP.

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 conducting an ongoing assessment of the need 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. An application must be completed prior to placing families on the waiting list to document the child's need and eligibility for services.

3.2.2 PROVIDING CASE MANAGEMENT SERVICES

Vendors will be responsible for providing ongoing 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; completing eligibility for families to be placed on the waiting list, processing all changes received from families and providers; and working closely and cooperatively with county Department and state Department representatives in processing referrals for JOBS, Foster Care, Protective Service, TANF-Other Relative, Early Head Start Child Care Partnership and special needs recipients. Caseworkers 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. Vendors must describe in their proposals: the case management process; information on how caseloads will be distributed among case management staff; the process for parents to contact their caseworkers; how parents or responsible adults are informed of the caseworker for their cases; and the procedures for clients to address complaints related to the services provided.

3.2.3 PROVIDING RESOURCE AND REFERRAL (R&R) SERVICES

Vendors will be responsible for providing basic resource and referral services to families as needed or requested. Resource and referral must include information to help parents or responsible adults locate a child care program that meet their needs as well as a list to include quality indicators such as Alabama Quality Stars rating, accreditations, and license or exempt status. Each agency or service provider will be responsible for maintaining a resource and referral directory using Departmental approved software. Proposals must include information on how resource and referral services are directed to parent(s) or responsible adult(s) including, but not limited to, the type and format of information to be made available to parent(s) or responsible adult(s), what contact information will be made available to parent(s) or responsible adult(s), and at what timeframe and intervals information will be provided to parents or responsible adult(s).

3.2.4 PROVIDING CONSUMER EDUCATION SERVICES

Vendors will be responsible for providing consumer education information to parents who apply for subsidized child care. The information offered to parents is a way to promote informed choices available in child care services. Additionally, it will assist parents in identifying quality child care environments and aid parents or responsible adult(s) in recognizing and understanding quality indicators such as accreditations and differences in the child care sectors, such as Pre-K, Head Start, community-based, licensed, and exempt programs.

3.2.5 PROCESSES WITH CHILD CARE PROVIDERS

Vendors will be responsible for processing registration requests from child care providers and enrolling children with the child care provider chosen by the parents or responsible adult(s). This process includes:

3.2.5.1 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 provider rates and other pertinent information is entered into the child care subsidy system timely and accurately. Proposals must include information on the staffing that will be provided for this activity and the procedure that will be enacted to ensure provider registrations are completed in a timely manner. Proposals must also include information on how the vendor will monitor the legal operating status of providers to ensure that only legally operating providers are registered with the program.

3.2.5.2 TIME AND ATTENDANCE SYSTEM (TAS) REGISTRATION

Vendors will be required to mail Time and Attendance System agreements to new providers participating in the Child Care Subsidy Program, in a timely manner. Vendors will be required to review reports on new providers and providers no longer eligible for the program using software provided by the Department, to ensure active providers receive the required information.

3.2.6 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.

3.2.7 CONDUCTING FISCAL AND ADMINISTRATIVE MONITORING OF PROVIDERS

The proposal should include how the vendor will monitor any fiscal and administrative activities of child care providers to ensure their compliance with program guidelines, correct billing, and collection of all mandatory parent fees. This also includes the processing of over/under payments and making timely reports of recoupments to the Department.

3.2.8 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 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.

3.2.9 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.

3.2.9.1 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:

3.2.10 TIMELY SUBMISSION

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

3.2.11 ACCOMPLISHMENT REPORTS

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

3.2.12 PROGRESS REVIEW MEETINGS

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

3.2.13 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 the format requested by the Department. Program monitoring will occur on an ongoing basis and written reports will be reviewed and evaluated by the Department's child care subsidy staff.

3.2.14 PROGRAM EVALUATION

A performance evaluation tool developed by the Department will be used to evaluate the degree to which vendors administer programs in accordance to applicable federal, state, and departmental regulations and policies. Vendors who are not maintaining acceptable performance standards will be subject to corrective action including repayment of funds and/or termination of contract. Vendors must maintain an error rate, as determined by the performance evaluation, of no more than 10% in each region administered by the vendor.

3.2.15 INVESTIGATIONS

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

3.2.16 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 not exceed **one hundred (150) pages**, including attachments and must be single-spaced, incorporating 1-inch margins, typed using Times New Roman (font), size 12, black print. Proposals must be printed/copied onto one side of standard (8½ x 11) white typing/copier paper. *Paragraphs must be double-spaced.* All proposals must include labeled tabs that correspond with the bolded sections and subsections (titles and numbers) to which the information pertains as specified in Section 4 of this document. Vendors should avoid the use of elaborate presentations and binding materials beyond that which is sufficient to present complete and effective proposals. **Proposals that do not adhere to the specified format may be deemed non-responsive.**

4.2.1 COVER SHEET

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

4.2.2 TABLE OF CONTENTS

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

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

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

4.2.4 LICENSES/CERTIFICATES/CREDENTIALS

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

4.2.5 TECHNICAL PROPOSAL

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

4.2.5.1 VENDOR QUALIFYING INFORMATION

4.2.5.1.1 Vendor Profile and Experience

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

4.2.5.1.2 Past and Present Contractual Relationships with the Department

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

4.2.5.1.3 Contract Performance

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

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

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

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

4.2.5.1.4 Project Staff/Resumes/Job Descriptions

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

4.2.5.1.5 Staff Performance Evaluations and Training

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

4.2.5.1.6 Background Checks

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

4.2.5.2 VENDOR FINANCIAL STABILITY

Vendors must submit an audited financial statement for year 2021 and letters from the auditor(s) who performed the 2019 and 2020 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 October 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 contract with the Department in the event the vendor is selected.

4.2.5.4 VENDOR CERTIFICATIONS

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

4.2.5.4.1 *Revolving Door Policy*

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

4.2.5.4.2 *Debarment*

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

4.2.5.4.4 *Standard Contract*

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

4.2.5.4.8 *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.)

4.2.5.4.9 *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.

4.2.5.4.10 *Vendor Work Product*

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

4.2.5.5 ATTACHMENTS

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

4.2.5.5.1. *Disclosure Statement*

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

4.2.5.5.2 *Trade Secret Affidavit*

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

4.2.5.5.3 *Certificate of Compliance*

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

4.2.5.5.4 *E-verify Memorandum of Understanding (MOU)*

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

4.2.5.5.5 *Immigration Status Form*

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

SECTION 5: COST PROPOSAL

5.0 COST PROPOSAL

Costs will be reimbursed at a fixed rate of **\$9.50** per child per month, for each child enrolled in each region served by the vendor. See *Appendix F* for the estimated number of children served per region.

Vendors must submit a statement of the proposed rate for each proposed region and a budget for the initial two (2) year periods: 1) Year 1 for *October 1, 2023* through *September 30, 2024*; and 2) Year 2 for *October 1, 2024* through *September 30, 2025*.

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 vendor fails to deliver or perform the said services to the Department's satisfaction, the Department reserves the right to withhold part or all of any funds committed by the Department under any contract that may result from a proposal submitted in response to this RFP and to cancel the said contract without any resulting liability, present and future, to the Department or to the State of Alabama.

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 Cost 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	250
B. Past and Present Contractual Relationships with the Department	4.2.5.1.2	0
C. Contract Performance	4.2.5.1.3	<i>To be Determined</i>
D. Project Staff/Resumes/Job Descriptions	4.2.5.1.4	15
E. Staff Performance Evaluations and Training	4.2.5.1.5	10
F. Background Checks	4.2.5.1.6	0
G. Vendor Financial Stability	4.2.5.2	25
Method of Providing Services		45% of points for a possible 450 points
A. Service Delivery Approach	4.2.5.3.1	425
B. Start-up Plan	4.2.5.3.2	15
C. Assessment of Benefits and Impact	4.2.5.3.3	10
D. Office Location	4.2.5.3.4	0
E. Vendor Certifications	4.2.5.4.	0
Cost Proposal		25% of points for a possible 250 points
A. Cost Proposal	5.0	250

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, which is 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 3 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. This definition also includes satisfactory participation in a Trade Retraining Act program in the event of a lay-off or plant closure. Enrollment in an on-line or traditional college program or adult GED program qualifies

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 3 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. Either party may terminate the contract for noncompliance with any of its terms and conditions if such non-compliance is not cured within 30 days after receipt of written notice.
- b. The Department may terminate the contract in the event that funds should not be appropriated for the continued payment of the contract.
- c. The Department may terminate the contract in the event of the proration of the funds from which payment under the contract is to be made.

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

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

APPENDIX 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: CERTIFICATE OF COMPLIANCE

State of _____)

County of _____)

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

DATE: _____

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

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

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

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

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

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

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

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

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

3. As of the date of this Certificate, Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;
4. Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this _____ day of _____, 20____.

Name of Contractor/Grantee/Recipient

By: _____

Its _____

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

this _____ day of _____, 20____.

WITNESS: _____

Printed Name of Witness

APPENDIX E: IMMIGRATION STATUS

IMMIGRATION STATUS

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

Signature of Contractor

Witness

APPENDIX F: 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	250	356
	Cullman	199	282
	Franklin	114	165
	Lauderdale	421	658
	Lawrence	71	104
	Limestone	160	213
	Madison	1295	1781
	Morgan	475	818
	Winston	42	61
	Total	3027	4438
Region 2	Baldwin	730	1040
	Clarke	122	167
	Conecuh	40	69
	Escambia	236	392
	Mobile	5242	8451
	Monroe	136	182
	Washington	55	79
	Total	6561	10380
Region 3	Blount	198	267
	St. Clair	5031	7861
	Jefferson	201	262
	Shelby	470	563
	Walker	181	247
	Total	6081	9200
Region 4	Autauga	238	330
	Bullock	79	90
	Butler	99	129
	Chilton	89	115
	Covington	85	89
	Dallas	209	277
	Elmore	314	397
	Lowndes	47	70
	Montgomery	2968	4896
	Wilcox	18	12
	Total	4146	6405

	COUNTY	FAMILIES	CHILDREN
Region 5	Chambers	161	217
	Lee	1040	1608
	Macon	148	264
	Russell	357	595
	Tallapoosa	283	417
	Total	1989	3101
Region 6	Bibb	54	66
	Choctaw	9	11
	Fayette	54	72
	Greene	14	20
	Hale	42	53
	Lamar	47	66
	Marengo	50	61
	Marion	53	64
	Perry	6	5
	Pickens	43	65
	Sumter	29	36
	Tuscaloosa	987	1351
	Total	1388	1870
Region 7	Cherokee	56	76
	DeKalb	103	131
	Etowah	402	570
	Jackson	29	37
	Marshall	174	250
	Total	764	1064
Region 8	Calhoun	362	513
	Clay	27	38
	Cleburne	46	78
	Coosa	24	23
	Randolph	53	84
	Talladega	341	499
	Total	853	1235
Region 9	Barbour	62	90
	Coffee	224	314
	Crenshaw	52	66
	Dale	346	513
	Geneva	94	119
	Henry	90	134
	Houston	1049	1513
	Pike	184	273
	Total	2101	3022

APPENDIX G: 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
33 Hale
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