



ALABAMA DEPARTMENT OF HUMAN RESOURCES REQUEST FOR PROPOSALS

PROCUREMENT INFORMATION	
RFP Number: 2007-200-01	RFP Title: <i>Child Care Quality Enhancement Services</i>
Proposal Due Date and Time: <p style="text-align: center;"><i>Thursday, May 31, 2007</i> 12:00 p.m., Central Time</p>	Number of Pages: 46
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.state.al.us</p>	Issue Date: <i>Tuesday, April 24, 2007</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: 2007-200-01 RFP Due Date: <i>Thursday, May 31, 2007</i> Special Instructions: <i>Vendors must submit a separate proposal for each of the service areas (Targeted Quality, Comprehensive Regional Quality, or Rural Child Care Services).</i>

VENDOR INFORMATION	
(Fill in the information fields below and return this form with RFP response)	
Vendor Name/Address:	Authorized Vendor Signatory:
	(Please print name and sign in ink)
Vendor Phone Number: ()	Vendor FAX Number: ()
Vendor Federal I.D. Number:	Vendor E-mail Address:
Indicate whether this proposal is an original or a copy. <input type="checkbox"/> Original <input type="checkbox"/> Copy	
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.state.al.us 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.state.al.us 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.state.al.us 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.....	April 24, 2007
Pre-Proposal Conference.....	May 15, 2007
Deadline for Receipt of Written Questions.....	May 08, 2007
Deadline for Posting of Written Responses to Questions.....	May 17, 2007
RFP Response Due Date.....	May 31, 2007
Evaluation of Proposal and Selection of Vendors.....	June 19-22, 2007
Intended Date for Notice of Intent to Negotiate a Contract.....	July 11, 2007

SECTION 1: PROJECT OVERVIEW AND INSTRUCTIONS

1.0 PROJECT OVERVIEW

The ALABAMA DEPARTMENT OF HUMAN RESOURCES, (hereinafter referred to as “the Department”) invites you to submit a proposal to provide *Child Care Quality Enhancement Services* for the Child Care Subsidy Program in the State of Alabama. The Child Care Subsidy Program provides Alabama families equal access to affordable and quality child care services. The Personal Responsibility and Work Opportunity 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 is announcing the availability of CCDF funds received pursuant to U.S. Department of Human Services regulations found at 45 CFR Part 98. Funds totaling approximately \$9 million will be available for child care quality enhancement services during FY2008. Funding will be distributed to maximize quality enhancement activities targeted to unserved and under-served children, families and providers in Alabama. Monies are specifically earmarked for programs serving infants and toddlers, school-age, and general quality initiatives.

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 contract term is for a period of **three (3)** years beginning *October 01, 2007* and ending *September 30, 2010*. Renewals of the contract, as agreed upon by both parties, may be made at one-year intervals, or any interval that is advantageous to the Department, not to exceed a total of **two (2)** years, at the option of the Department.

The estimated range of awards is \$100,000 to \$1,000,000 for one year. The average size of awards is estimated at \$400,000. The number of awards is estimated to be up to 14. The Department is not bound by any estimates in this RFP. The Department will not incur liability beyond the accrued payments as of the official date of non-availability of funds. Either party must notify the other of the intent not to renew at least thirty (30) days in advance of the annual renewal.

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, May 08, 2007**. 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, May 17, 2007** to all questions received by **May 08, 2007**. 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.state.al.us by the close of business on the date listed.

1.6 PRE-PROPOSAL CONFERENCE

An optional Pre-Proposal Conference will be conducted in the **Auditorium (Plaza Level)** of the **Gordon Persons Building, 50 Ripley Street, Montgomery, AL 36130** on **Thursday, May 15, 2007** at **10:00 a.m. CST**. Vendors may use this opportunity to ask clarifying questions or obtain a better understanding of the project or to notify the Department of any ambiguity, inconsistency, or error discovered upon examination of this RFP. All responses to questions at the Pre-Proposal Conference will be oral and in no way binding on the Department.

1.7 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 1.7.1 through 1.7.6 will be deemed non-responsive and no other consideration will be given.

1.7.1 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 1.9.1 *Required Copies and Deadline for Receipt of Proposals*.

1.7.2 TAXPAYER IDENTIFICATION VERIFICATION

Vendors must include a legible copy of their taxpayer identification letter from the Internal Revenue Service.

1.7.3 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. All Vendors must include a completed copy of the Disclosure Statement in their proposal.

1.7.4 IMMIGRATION STATUS FORM

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

1.7.5 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.

1.7.6 MINIMUM SERVICE AREA REQUIREMENT

Vendor's must specify if the response to this RFP is to provide the Targeted Quality Enhancement Services, Comprehensive Regional Quality Enhancement Services, or Rural Child Care Services as described in *Section 3, Scope of Project*. Proposed service areas for Targeted Quality Enhancement Services must include at least twenty-seven (27) counties for consideration. Proposed service areas for Comprehensive Regional Quality Enhancement Services must include at least one (1) of the regions identified in *Appendix H: Comprehensive Regional Quality Services Regions* for consideration. Proposed service area for Rural Child Care Services must include counties designated as rural counties, as listed in *Appendix I: Eligible Rural Counties*, for consideration.

1.8 GENERAL REQUIREMENTS

1.8.1 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.

1.8.2 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.

1.8.3 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.

1.8.4 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.

1.9 SUBMITTING A PROPOSAL

1.9.1 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 **2007-200-01**. ***Proposals must be received at the receptionist's desk of Policy, Planning and Research by 12:00 p.m., central time, Thursday, May 31, 2007. 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.***

1.9.2 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.

1.9.3 BUDGET FORMS

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

1.9.4 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.

1.9.5 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.state.al.us 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

SECTION 2: STANDARD INFORMATION

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 QUALITY ENHANCEMENT SERVICES

The Child Care Subsidy Program provides Alabama families equal access to affordable and quality child care services. This program 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, including quality enhancement services. 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; planning, coordinating and directing all Program services.

Early childhood is a critical time for children to develop the skills they will need for the rest of their lives. Research tells us that high quality learning experiences for young children can have a profound effect on their future. The elements of high quality child care include:

- A.** Good health and safety practices:
 - a) Child care must occur in safe and healthy environments. A quality child care setting will have staff who are prepared for emergency situations and are trained to respond appropriately;
 - b) A quality child care setting will have health and safety policies and procedures in place.
- B.** Warm and responsive adult-child interactions.
- C.** Developmentally appropriate learning activities
- D.** Activities that ensure that children are developing the literacy, language, pre-reading and numerical skills needed to be successful in school;
- E.** Professional development opportunities for providers to obtain the training and education necessary for the implementation of child care programs that ensure that children start school ready to learn.
- F.** Supportive and respectful caregiver-family relationships.

Priority will be given to programs: 1) with documented success in enhancing child care quality, that involve strong collaboration at the local/regional and state level, and which have the potential for state-wide replication; 2) that effectively targets the providers in all counties of the specified region; 3) that support providers and parents in providing an environment for children that is rich in language and literacy interactions; 4) that contain an assessment system that will include indicators for measuring outcomes in meeting the aforementioned elements; and 5) that are able to obtain project funding from sources (public and private) in addition to CCDF funds.

3.1 CATEGORIES OF QUALITY ACTIVITIES

Funds will be available for three (3) different types of services: **Comprehensive Regional Quality Enhancement Services**, **Targeted Quality Enhancement Services** and **Rural Child Care Services**. *Comprehensive Regional Quality Enhancement Services* will provide coverage for one (1) or more of the regions identified in *Appendix H*. Proposed initiatives must address all of the categories of quality activities (section 3.1.1 through Section 3.1.4) listed below in order to be considered for funding.

Targeted Quality Enhancement Services will provide coverage for a minimum of twenty-seven (27) counties. Proposed activities must address one (1) or more of the categories of quality activities (section 3.1.1 through

Section 3.1.4) listed below in order to be considered for funding. Services must include innovative activities directed to meet the child care needs of special populations, providers and/or geographic areas. Examples of acceptable activities include health consultation; infant/toddler provider training; services for kith and kin (relative providers); and services that promote inclusion of children with special healthcare needs or developmental disabilities.

Rural Child Care Services will provide coverage for rural counties of Alabama. Proposed activities must address one (1) or more of the categories of quality activities (Section 3.1.1 through Section 3.1.4) listed below in order to be considered for funding. Proposed activities must also support the delivery of child care services to low-income, working families in rural Alabama counties. Services must be targeted to legally operating, **licensed or exempt from licensure centers** that are located in a county designated as a rural county (see *Appendix I*); currently providing child care services to children; and anticipate providing these services throughout Fiscal Year 2008.

3.1.1 TRAINING AND TECHNICAL ASSISTANCE TO MEET MINIMUM STANDARDS

Training and technical assistance must be offered in response to documented needs. It should be designed to improve the quality of child care provided to children. A variety of methods are encouraged, including resource libraries, provider networks, mentoring programs, distance education, etc. However, the reliance on viewing of videos as the primary training method is discouraged. No more than one-fourth of the required training provided to an individual can be certified as video learning. Training and technical assistance must be available to providers in all counties in the proposed service area. Training and technical assistance must be directed toward the categories of training required by the *Minimum Standards*. Those categories are:

- A. Child development;
- B. Health, safety, and universal precautions;
- C. Quality child care and licensing;
- D. The child care professional and the family;
- E. Language development;
- F. Positive discipline and guidance; and
- G. Administration and management for directors.

3.1.2 PROFESSIONAL DEVELOPMENT

Activities should support academic or career advancement in the child care field. Specific activities in this category include:

- A. Training and technical support to assist providers in surpassing minimum standards and becoming accredited;
- B. Higher education support to assist providers in obtaining a credential, certificate or degree in the field of child development or early care and education. Scholarship support for teachers and directors to obtain credentials, certificates, college degrees in early childhood or child development;
- C. Coordination with institutions of higher learning so that training and education lead to a credential, certificate, or degree; and
- D. Providing training and technical assistance to encourage child care providers to operate their programs consistent with effective management skills and good business practices.

3.1.3 PUBLIC CONSUMER EDUCATION

Families need information in order to make informed choices about child care. Families who participate in training or are given printed material are better educated and able to make informed choices about child care. Consumer education can include training, distribution of informational materials, and sharing of ideas. Specific activities in this category include:

- A. Community or parent newsletters and/or brochures;
- B. Community awareness programs that promote a change in attitude about child care quality and its importance to our state and communities;
- C. Child development materials;
- D. Presentations to community groups;
- E. Information about various types of available child care;
- F. Information on how to recognize and choose high quality child care; and
- G. Parenting tips and support on balancing work and family life, health and safety, the value of play, the importance of early learning and early brain development, etc.

3.1.4 RECRUITMENT AND TRAINING FOR DIVERSE CHILD CARE POPULATIONS

These activities or training are not mentioned specifically in the categories above but address a specific need or focus on individuals who are under-served or have not traditionally participated in other quality enhancement activities. These include but are not limited to providers in rural areas, kith and kin (relative child care) providers, children with special needs, migrant families and non-English speaking families. Specific activities in this category include:

- A. Technical assistance to support exempt providers in becoming licensed;
- B. Providing consultants to assist child care providers regarding health and safety issues;
- C. Technical assistance and support to providers serving children with special needs;
- D. Recruitment, technical assistance and support to Hispanic and other culturally diverse providers; and
- E. Recruitment, technical assistance and support to increase and maintain the number of formal child care providers operating in rural counties

3.2 MANDATORY PERFORMANCE/POST AWARD REQUIREMENTS

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

- A. **BUDGET:** A budget detailing all reasonable and necessary expenses must be submitted. The budget information must be compiled in the manner specified in *Appendix E*. A description of each line item and also the responsibilities of all personnel must also be submitted.
- B. **TIMELY SUBMISSION:** Reports and data must be submitted on a timely basis in the format required by the Department.

- C. **ACCOMPLISHMENT REPORTS:** The Department may request written reports of achievement and the applicant will be required to comply with such requests.
- D. **PROGRESS REVIEW MEETINGS:** The Department may request progress review meetings and the applicant will be required to comply with such a request.
- E. **PROGRAM AUDITS AND RECORD KEEPING:** The Applicant must comply with financial and programmatic audits as well as record keeping requirements as may be established by the Department. Reports and data requested by the Department must be submitted on a timely basis in a format requested by the Department. Program monitoring will occur on an ongoing basis and written reports will be reviewed and evaluated by the child care subsidy staff at the Department.
- F. **PROGRAM EVALUATION:** A performance evaluation tool, developed by the Department, will be used to evaluate the degree to which agencies administer programs according to Department policies. Agencies that are not maintaining acceptable performance standards will be subject to corrective action including repayment of funds and/or termination of contract.
- G. **INVESTIGATIONS:** The Department will require the applicant's cooperation and assistance in any investigations of compliance including allegations of abuse, neglect or exploitation.
- H. **OTHER:** Other requirements as may be established by the Department and communicated in writing to the applicant.

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. 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 TAXPAYER IDENTIFICATION NUMBER

The Table of Contents should be followed by the completed and signed “**Request for Taxpayer Identification Number**” form (*Appendix B*). 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. In addition, the Vendor must provide a list, if any, of all current and past contracts with the Department and other state agencies including colleges/universities within the previous three-year period. 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 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 the 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.

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, has not been the subject of any incident or investigation which would call into question the propriety of that employee's working with children. Provide documentation that each employee in a position that requires access to children has had a 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 provide documentation of financial responsibility and stability by: providing financial statements, preferably audited, for three (3) consecutive years immediately preceding the issuance of this RFP; and providing 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 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. The Vendor must describe each quality enhancement activity and explain why it is likely to improve the quality of child care. Identify the goal of each activity and methods of implementation, including how participants will be selected or encouraged to participate in the activity. All activities provided with Department funds must be offered at no cost to participants. Initiatives must be available in all counties in the proposed services area at least once per quarter.

Using *Appendix G: Quality Initiative Summary Sheet*, indicate the name of each proposed quality initiative, the expected number of participants, type of participants targeted for the activity, and the city and county where the activity will take place. Community-based partnerships are strongly encouraged as well as activities that are partially supported through other funding sources. Provide a description of the anticipated short- and long-term benefits that will come from providing the proposed activities.

Note: Each individual training class should not be entered in *Appendix G* as a separate quality activity. Applicants should categorize initiatives according to the four (4) categories of quality activities defined in Section 3.1.1 through Section 3.1.4.

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 Project*.

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. The assessment methodology must include a pre- and post-test method of evaluating the participants' knowledge or skills related to the activity. Include sample assessment instrument(s) as *Appendix J*.

4.2.5.3.4 Office Location

The Vendor must provide the physical address of the Vendor's 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.

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.

4.2.6 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.

4.2.6.1 Legal Status Form

The Technical Proposal must be followed by a copy of the **Legal Status Form (IRS Determination Letter)**. *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).*

4.2.6.2 Disclosure Statement

The Legal Status Form must be followed by a completed copy of the **Disclosure Statement**.

4.2.6.3 Trade Secret Affidavit

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

4.2.6.4 Immigration Status Form

The Trade Secret Affidavit, if applicable must be followed by a completed copy of the **Immigration Status Form**.

SECTION 5: BUDGET

5.0 BUDGET

Vendors must prepare the budget using the budget forms and instructions specified in *Appendix E: Budget Forms*. Vendors must also attach a detailed budget justification describing the activities and cost for all proposed line item expenses, including personnel and their responsibilities. **Vendors that submit a proposal for more than one (1) of the regions listed in Appendix H must submit a separate budget for each region.** The evaluation process will give priority to Proposals that include budgets with a greater percentage of funds for direct services rather than program administration.

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.

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	100
B. References	4.2.5.1.2	20
C. Past and Present Contractual Relationships with the Department	4.2.5.1.3	20
D. Contract Performance	4.2.5.1.4	20
E. Project Staff/Resumes/Job Descriptions	4.2.5.1.5	50
F. Staff Performance Evaluations and Training	4.2.5.1.6	50
G. Background Checks	4.2.5.1.7	20
H. Vendor Financial Stability	4.2.5.2	20
Method of Providing Services		60% of points for a possible 600 points
A. Service Delivery Approach	4.2.5.3.1	250
B. Start-up Plan	4.2.5.3.2	50
C. Assessment of Benefits and Impact	4.2.5.3.3	200
D. Office Location	4.2.5.3.4	50
E. Vendor Certifications	4.2.5.4.	50
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.

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.

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 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.

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.

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

APPENDIX C: TRADE SECRET AFFIDAVIT

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

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

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

Affiant's Signature

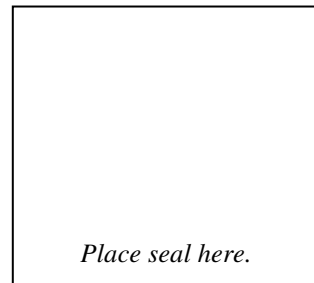
Signed and sworn to before me on _____ (date) by _____

_____ (Affiant's name).

Name of Notary Public: _____ for the

Department of: _____

My Commission Expires: _____



APPENDIX D: 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

				
		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 allowed.				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:	\$

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 permission, 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 your proposed quality enhancement project. **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.

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 permission.**

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

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 permission.**

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 permission.**

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 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 Applicant's quality enhancement project. **(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 Applicant's quality enhancement project. **(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 more than \$500,000 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: QUALITY INITIATIVE SUMMARY SHEET

Agency: _____

Quality Initiative: _____

Year Initiative Established: _____

General Description of Initiative:

Sources of Funding Used to Support this Initiative:

Initiative Total Funding Amount: \$ _____

Requested DHR Funding Amount: \$ _____

I. Check Each of the Quality Indicators this Initiative is Designed To Impact:

- Accreditation
- Business and Management Skills
- Child Development
- Health and Safety
- Inclusion
- Ongoing Training to Meet *Minimum Standards*
- Parent Involvement
- Professional Development
- Reaching Diverse Child Care Populations (i.e. Hispanics and other under-served populations)
- School Readiness

II. Check the Target Audience(s) for the Initiative:

- Centers (licensed and exempt from licensure)
- Family Day Care Homes
- Group Day Care Homes
- Relative Providers
- Parents
- Other (specify) _____

III. Check the Targeted Types of Care for The Initiative:

- ___ Infant/Toddler
- ___ Preschool
- ___ School-Age

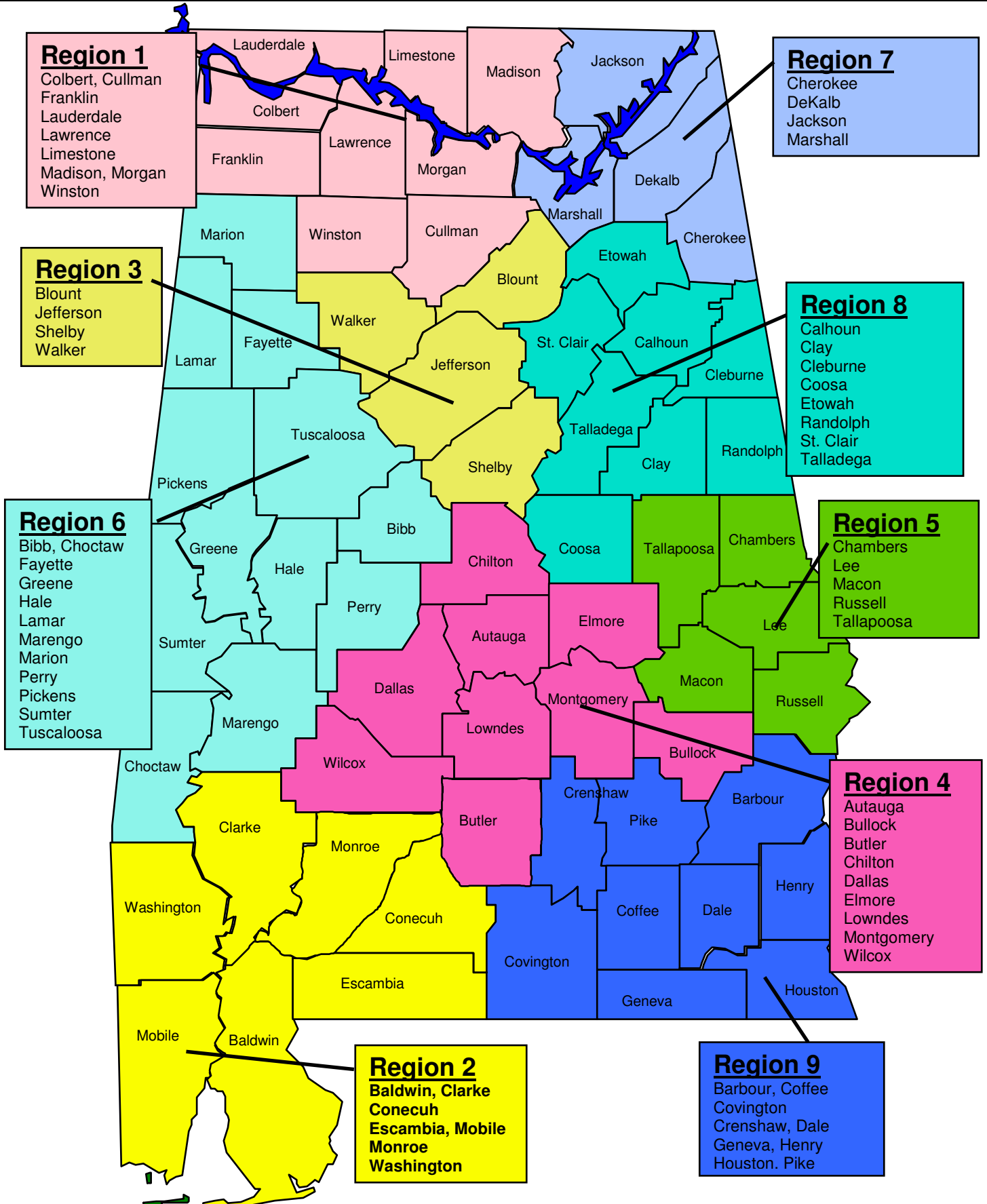
IV. Estimated Number of Participants to be Reached by the Initiative (by type of participant):

<u>Type Participant</u>	<u>Number Reached</u>
<input type="checkbox"/> Centers (licensed and exempt for licensure)	_____
<input type="checkbox"/> Family Day Care Homes	_____
<input type="checkbox"/> Group Day Care Homes	_____
<input type="checkbox"/> Relative Providers	_____
<input type="checkbox"/> Parents	_____
<input type="checkbox"/> Other (specify) _____	_____

For each quality indicator selected above, answer the following questions:

1. What are the key features of this indicator that will have a positive impact on the quality indicator?
2. What is the specific outcome or goal of this initiative related to the quality indicator?
3. What data/outcome measures related to the impact on the quality indicator will the agency collect?

APPENDIX H: COMPREHENSIVE REGIONAL SERVICES REGIONS



APPENDIX I: ELIGIBLE RURAL COUNTIES

County	Total Population	Percent Rural Residents*	Number of Persons Under Age 12 Below 200 Percent of Poverty Level*	Percent of Persons Under Age 12 Below 200 Percent of Poverty Level*
Baldwin	140,415	54.2	8410	38.6
Barbour	29,038	71.5	3014	65.1
Bibb	20,826	81.5	1902	54.9
Blount	51,024	91.0	3834	44.2
Bullock	11,714	64.7	1440	75.2
Butler	21,399	74.8	2329	62.5
Chambers	36,583	49.8	3058	50.5
Cherokee	23,988	100.0	1634	47.3
Chilton	39,593	88.0	3123	47.9
Choctaw	15,922	100.0	1546	61.7
Clarke	27,867	74.6	2949	56.4
Clay	14,254	100.0	1194	51.9
Cleburne	14,123	100.0	1183	54.2
Coffee	43,615	55.9	3422	50.1
Colbert	54,984	46.9	4166	48.0
Conecuh	14,089	100.0	1401	59.6
Coosa	12,202	97.4	1037	57.3
Covington	37,631	72.0	3181	55.9
Crenshaw	13,665	100.0	1161	55.6
Cullman	77,483	75.7	5440	45.0
Dale	49,129	55.5	4533	51.8
Dallas	46,365	46.6	5449	66.5
DeKalb	64,452	88.3	5407	51.5
Elmore	65,874	61.9	4032	36.5
Escambia	38,440	61.4	3264	53.8
Fayette	18,495	78.7	1486	52.5
Franklin	31,223	71.9	2930	59.9
Geneva	25,764	87.2	2228	57.7
Greene	9,974	100.0	1384	73.9
Hale	17,185	85.0	2058	62.3
Henry	16,310	100.0	1432	57.6
Jackson	53,926	76.7	4237	50.1
Lamar	15,904	100.0	1235	52.9
Lauderdale	87,966	51.7	6113	46.7
Lawrence	34,803	92.5	2436	42.6
Limestone	65,676	67.1	4345	40.5
Lowndes	13,473	100.0	1797	70.7
Macon	24,105	50.2	2906	73.1
Marengo	22,539	70.8	2473	60.0
Marion	31,214	99.5	2335	51.7
Marshall	82,231	57.1	6955	51.8
Monroe	24,324	78.4	2454	54.7
Perry	11,861	100.0	1582	69.9

County	Total Population	Percent Rural Residents*	Number of Persons Under Age 12 Below 200 Percent of Poverty Level*	Percent of Persons Under Age 12 Below 200 Percent of Poverty Level*
Pickens	20,949	100.0	2245	61.9
Pike	29,605	59.8	2755	58.7
Randolph	22,380	78.2	2145	57.0
St. Clair	64,742	87.4	4462	41.8
Sumter	14,798	100.0	2120	75.0
Talladega	80,321	55.5	6907	54.4
Tallapoosa	41,475	75.3	3468	53.7
Walker	70,713	77.0	5517	52.7
Washington	18,097	100.0	1552	45.4
Wilcox	13,183	100.0	1907	73.2
Winston	24,843	83.8	2104	54.8
Total of Rural Counties	1,952,754		163,677	
Alabama	4,447,100	44.6	347936	47.5

Note: "Rural" is defined as persons living in areas of less than 2,500 that meet specified density requirements.

*** Source: U.S. Census Bureau, 2000 Census of Population and Housing, Compiled by the Center for Demographic Research, Auburn University Montgomery.**