ALABAMA DEPARTMENT OF HUMAN RESOURCES

REQUEST FOR PROPOSALS

PROCUREMENT INFORMATION	
	RFP Title: Child Care Quality Enhancement Services
Proposal Due Date and Time: **July 24, 2026** **12:00 p.m., Central Time**	**Number of Pages: 50**
Procurement Officer: **Email: Jodie M. Nata, Director** **Phone: (334) 242-8177** **Email: sdhr.procurement@dhr.alabama.gov** **Website: http://www.dhr.alabama.gov**	**Issuing Division:** **Child Care Services Division**

INSTRUCTIONS TO VENDORS	
Submit Proposal Electronically to: **Email: sdhr.procurement@dhr.alabama.gov**	**Label Submission: GB2026-200-03** **Child Care Quality Enhancement Services** **Proposal Due Date: July 24, 2026**

VENDOR INFORMATION (Fill in the information fields below and return this form with RFP response)	
Vendor Name/Address: (no P.O. Boxes)	**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:**
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; 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 must be complete.

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.

VENDOR'S DOCUMENT CHECKLIST

1. _____ **RFP COVER SHEET with signature of person legally authorized to bind vendor to proposal**
2. _____ **Appendix E (Cost Proposal)**
3. _____ **Licenses/Certificates/Credentials**
4. _____ **Disclosure Statement (Appendix A)**
5. _____ **W-9 and Legal Status Letter or Taxpayer ID # (Appendix B)**
6. _____ **Trade Secret Affidavit (Appendix C)**
7. _____ **Certificate of Compliance (Appendix D)**
8. _____ **E-Verify (MOU)**
9. _____ **Audits or New Vendors provide Financial Statements**
10. _____ **Resumes/Job Descriptions for All Employee Levels assigned to this RFP**
11. _____ **Start-up Plan must have a Detailed Schedule Submitted**
12. _____ **Detailed Proposal Explaining all Items in RFP with Plan Addressing How the requirements of the RFP will be met**
13. _____ **In Section 4, Vendor must attest to all areas required in writing within proposal as stated in the RFP to the conditions stated in the RFP.**

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 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 to STAARS as detailed in Section 1.5.3 of this RFP. ***Vendors should refer to the website periodically for changes to the RFP.***

EVENT	DATE
Deadline for Receipt of Written Questions	**June 19, 2026**
Deadline for Posting of Written Responses to Questions	**June 26, 2026**
Proposal Submission	**July 24, 2026**

SECTION 1: PROJECT OVERVIEW AND INSTRUCTIONS

1.0 PROJECT OVERVIEW

The ALABAMA DEPARTMENT OF HUMAN RESOURCES, (hereinafter referred to as "the Department") seeks qualified vendors 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 childcare services. The Child Care and Development Block Grant Act (CCDBG) which was enacted under the Omnibus Budget Reconciliation Act of 1990 provide Federal childcare funds to State Lead Agencies. 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. The funds are referred to by the Department of Health and Human Services as the Child Care Development Fund (CCDF).

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. Funding will be distributed to maximize quality enhancement activities targeted to un-served and under-served children, families and childcare providers in Alabama. Funds are specifically earmarked for programs serving infants, toddlers, and school-agers, 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 LICENSES/CERTIFICATES/CREDENTIALS

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 01, 2026,*** and ending ***September 30, 2028***. 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 Thursday, October 01, 2026.***

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 except for the procurement officer.** Any unauthorized contact will disqualify the vendor from further consideration. Contact information for the point of contact is as follows:

Jodie Nata, Director
SDHR Procurement, Resource Management Division
Telephone Number: (334) 242-8177
E-mail Address: sdhr.procurement@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 to the procurement officer referenced above by 12:00 p.m. (CST) **June 19, 2026**. 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 **June 26, 2026,** to all questions received by the deadline on June 19, 2026. 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 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 must adhere to the format requirements and must be received by the deadline for receipt of proposals as specified in the Schedule of Events. **DO NOT ALTER ANY OF THE FORMS LISTED BELOW OR OTHERWISE INCLUDED/REQUIRED IN THIS DOCUMENT.**

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

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.

1.6.2 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.

1.6.3 CERTIFICATE OF COMPLIANCE

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

1.6.4 E-VERIFY DOCUMENTATION

Vendors must submit E-Verify memorandum of understanding/registration documentation with their proposals.

1.6.5 AUTHORIZED VENDOR SIGNATORY

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

1.7 GENERAL REQUIREMENTS

1.7.1 ACCEPTANCE OF STANDARD TERMS AND CONDITIONS

By submitting a response to this RFP, 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. 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 PROPOSAL

1.8.1 REQUIRED ELECTRONIC COPY AND DEADLINE FOR RECEIPT OF PROPOSALS

Vendors must submit **one (1)** electronic proposal, with the RFP cover sheet completed with Vendor's name, the RFP title, RFP number, and authorizing signatures to:

Alabama Department of Human Resources
Resource Management Division/SDHR Office of Procurement
Attention: Jodie Nata, Director
50 North Ripley St.
Montgomery, AL 36130
sdhr.procurement@dhr.alabama.gov

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 not to 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 by the designated date and time.

SECTION 2: STANDARD INFORMATION

2.0 VENDOR COMPETITION

In accordance with 45 C.F.R. 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.

2.1 NONDISCRIMINATION

In accordance with 45 C.F.R. 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.

2.2 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.

2.3 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.

Vendor hereby verifies that it, without violating controlling law or regulation, does not and will not, during the term of the contract, engage in economic boycotts as the term "economic boycott" is defined in Section 1 of Act 2023-409.

2.4 TERMINATION/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.

2.5 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.

2.6 IMMIGRATION CLAUSE

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

2.7 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.

2.8 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.

2.9 PRE-SCREENING AND EVALUATION OF PROPOSALS

2.9.1 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.

2.9.2 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.

2.10 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.

2.11 BEST AND FINAL OFFER

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

2.12 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.

2.13 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.

2.14 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:

2.14.1 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.

2.14.2 POST-SELECTION DISCRETION

Upon selection of a proposal, the Department reserves the right, under the approval of the Department of Finance, Division of Procurement, 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.

2.14.3 WAIVERS

Notwithstanding the amendment provisions otherwise set forth herein, the Department reserves the right under the approval of the Department of Finance, Division of Procurement, 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.

2.14.4 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.

2.14.5 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.

2.14.6 AMENDMENTS

The Department reserves the right to amend the RFP. All amendments to the RFP will be made through STAARS and posted to the VSS website.

2.14.7 NO GUARANTEE OF CONTRACT

Selection of a proposal shall not be binding upon the Department and may or may not, under the approval of the Department of Finance, Division of Procurement, 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.

2.14.8 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.

2.14.9 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 WORK

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.
   1) A quality child care setting will have health and safety policies and procedures in place.
   2) 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. 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; and,

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 target 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 two (2) different types of services: **Comprehensive Regional Quality Enhancement Services** and **Targeted Quality Enhancement 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 must provide coverage statewide. 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 and mental health consultation; infant/toddler provider training; school-age provider training, services for relative providers; and services that promote inclusion of children with special healthcare needs or developmental disabilities.

Quality training and technical assistance activities must address the child care provider's ability to support the social, emotional, physical and cognitive needs of children to promote healthy development. Quality activities must include components that support providers in meeting the nutritional and physical needs of children. Quality activities must also address the care of children in geographic areas with significant concentrations of poverty and unemployment. The training and technical assistance content must demonstrate the use of scientifically based, developmentally appropriate and age appropriate strategies.

Vendors selected must have the ability to serve as a Child Care Resource and Referral (CCR&R). CCR&Rs assist families by phone, in person and in other ways that are tailored to each family to take the guesswork out of choosing a child care provider. Vendors must have knowledge of the types of child care offered in the proposed service area including data on child care needs and trends, information on state licensing requirements, and information on where to get help paying for child care. More specific details are found in section 3.1.3

3.1.1 TRAINING AND TECHNICAL ASSISTANCE

Training and technical assistance must be offered in response to documented needs and 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 offered in the categories required by the ***Child Care Licensing and Performance Standards.*** **Vendors must indicate the *Performance Standards* categories to which the proposed Training and Technical Assistance relates.** The categories include:

A. Child Development
B. Health, Safety, and Universal Precautions
C. Quality Child Care and Licensing
D. Child Care Professional and the Family
E. Language Development
F. Positive Discipline and Guidance
G. Administration and Management for Directors

Training and Technical Assistance must be offered in the categories required by the Child Care and Development Fund Final Rule in health and safety. Vendors must indicate the health and safety topics to which the proposed Training and Technical Assistance relates. The topics are:

1. Prevention and control of infectious diseases (including immunization)
2. Sudden Infant Death Syndrome (SIDS) prevention and use of safe sleeping practices
3. Medication administration
4. Prevention of and response to emergencies due to food and allergic reactions
5. Building and physical premises safety
6. Prevention of shaken baby syndrome and abusive head trauma
7. Emergency preparedness and response planning
8. Handling and storage of hazardous materials/correct disposals of bio contaminants
9. Recognition and reporting of child abuse and neglect

10. First aid and CPR
11. If applicable, appropriate precautions in transporting children.

Training and Technical Assistance must also be offered in the ***Alabama Pathways*** *to Quality Care and Education Core Knowledge Areas* (CKA). *Alabama Pathways* can be found at https://alabamapathways.org/alabama-dhr-quality-enhancement-initiatives/ . **Vendors must indicate the CKA categories to which proposed Training and Technical Assistance relates.** The categories include:

A. Child Growth and Development
B. Health, Safety, and Nutrition
C. Learning Experiences and Enrichment
D. Diversity
E. Child Observation and Assessment (Planning for Individual Needs)
F. Interaction with Children, Families and Communities
G. Personal and Professional Leadership Development
H. Management and Administration.

Vendors must indicate on training calendars and certificates the category to which the training pertains: 1) *Performance* Training Areas, 2) *Alabama Pathways Core Knowledge Areas,* 3) Child Development Associate (CDA) Functional Areas, and 4) CCDF Health and Safety Training. CDA Credential information can be found at www.cdacouncil.org.

Vendors must specify which Training and Technical Assistance categories they propose to provide. Training and Technical Assistance activities must be offered to child care programs in the following categories.

A. Infant and Toddler Care – for caregivers/teachers and for administrators
B. School-age Care – for caregivers/teachers and for administrators
C. Special Needs Care/Inclusion – for caregivers/teachers and for administrators
D. Alabama Early Learning Guidelines Credential Training – face-to-face and on-line
E. Introduction to Child Care/Child Care Basics for new caregivers/teachers
F. Directors' Forums, Networks, Training Series, etc.
G. Health and Safety
H. Understanding early brain/neurological development
I. Family Engagement - Engaging parents and families in culturally and linguistically appropriate ways to expand their knowledge, skills and capacity to be meaningful partners in supporting their children's positive development
J. Identifying and serving homeless children and their families
K. Implementing behavior management strategies that promote positive social and emotional development and reduce challenging behaviors, including reducing expulsions of preschool-aged children
L. The care of children of families in geographic areas with significant concentrations of poverty and unemployment.

Comprehensive Regional Quality Enhancement Services proposals must include Health and Safety trainings on the following topics. These training topics must be available pre-service and on-going. Training can be made available as a course or as individual workshop sessions.

A. Prevention and control of infectious diseases (including immunization)
B. Prevention of sudden infant death syndrome and use of safe sleeping practices
C. Administration of medication, consistent with standards for parental consent
D. Prevention of and response to emergencies due to food and allergic reactions
E. Building and physical premises safety, including identification of and protection from hazards that can cause bodily injury such as electrical hazards, bodies of water, and vehicular traffic
F. Prevention of shaken baby syndrome and abusive head trauma
G. Emergency preparedness and response planning for emergencies resulting from a natural disaster, or a man-caused event (such as violence at a child care facility
H. Handling and storage of hazardous materials and the appropriate disposal of bio contaminants
I. Precautions in transporting children.

Vendors must specify the training level(s) they propose to offer to all target audiences. Training must be offered to target audiences at the following levels:

A. *Basic Level Training* is most appropriate for entry-level professionals who are new to early childhood and/or school-age care. Basic Level training covers a foundational understanding and demonstration of developing skills.
B. *Intermediate Level Training* is most appropriate for professionals who have at least two (2) years of experience and 120 hours of training in child development and are moving toward more formal education. Intermediate Level Training includes expanding knowledge and application, and refining skills.
C. *Advanced Level Training* is most appropriate for professionals who have at least three (3) years of experience and 30 credit hours in child development. Advanced Level Training focuses on a more thorough knowledge and understanding of developmentally appropriate practice and highly effective application and demonstration of skills.

Comprehensive Regional Quality Enhancement Services proposals must include activities that involve coordination with 1) Alabama Public Television (APT); 2) Alabama Department of Public Health – Healthy Child Care Alabama; 3) Department Funded Scholarship Initiatives; and 4) Alabama Quality Rating and Improvement System. **Vendors must describe how proposed activities will support coordination.**

3.1.2 PROFESSIONAL DEVELOPMENT

Activities should support academic or career advancement in the child care field. **Vendors must indicate how proposed activities will support providers' academic and career advancement**. Activities should include ongoing, annual training and a progression of professional development. Specific activities in this category include:

A. Training and technical support to assist providers in surpassing Performance Standards, obtaining the Alabama Early Learning Guidelines credential; meeting Alabama Quality Rating and Improvement System standards, CCDF Health and Safety, and becoming accredited
B. Higher education support to assist providers in obtaining a credential, certificate or degree in the field of child development, early care, and/or 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

D. On-site coaching and mentoring; and

E. Training and technical assistance to encourage child care providers to operate their programs consistent with effective management skills and good business practices, including using data to guide program improvement.

3.1.3 CHILD CARE RESOURCE AND REFERRAL/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. **Vendors must indicate: 1) the Public Consumer Education activities that will be performed; 2) the frequency of the activities; and 3) how the public will be made aware of the activities.** 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

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.

H. Information addressing other assistance programs for which families may also qualify, specifically Temporary Assistance for Needy Families (TANF), Head Start and Early Head Start, Low-Income Home Energy Assistance Program (LIHEAP), Supplemental Nutrition Assistance Program (SNAP), Women, Infants and Children (WIC) program, Child and Adult Care Food Program (CACFP), Medicaid and State Children's Health Insurance Program (SCHIP)

I. Information on the Individuals with Disabilities Education Act (IDEA) programs and services; and

J. Material and activities that promotes involvement by parents and family members in the development of their children in the child care setting.

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, relative child care providers, children with special needs, migrant families and non-English speaking families. **Trainings, Technical Assistance and support activities proposed for this category must adhere to the guidelines in Section 3.1.1.** 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

E. Recruitment, technical assistance and support to increase and maintain the number of formal child care providers operating in rural counties

F. Recruitment, technical assistance and support to increase the supply and improve the quality of child care services for infants and toddlers, children with disabilities, children who receive care during non-traditional hours

G. Recruitment, technical assistance and support to increase the supply and quality of child care in areas with high concentrations of poverty and unemployment.

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 black print. Paragraphs must be double-spaced. All proposals must correspond with the bolded sections and subsections (titles and numbers) to which the information pertains as specified in Section 4 of this document. **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 the 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.

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

Copy of Licenses/Certificates/Credentials, if applicable should be followed by the **Technical Proposal**.

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 like 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.

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 a financial audit for last two years and letters from the auditor(s) who performed the two years 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 Work 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 the first day of the next month following the date of the Governor's affixed signature (tentatively October 01, 2026).***

4.2.5.3.3 Assessment of Benefits and Impact

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

4.2.5.3.4 Office Location

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

4.2.5.4 VENDOR CERTIFICATIONS

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

4.2.5.4.1 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."

4.2.5.4.2 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.

4.2.5.4.3 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.)

4.2.5.4.4 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.

4.2.5.4.5 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.***

SECTION 5: COST PROPOSAL

5.0 COST PROPOSAL

Vendors must submit a budget detailing all necessary expenditures for the proposed services. The budget information must be compiled in the manner specified in *Appendix E: Cost Proposal*. A narrative description of each line item and the responsibilities of all personnel must also be submitted. Vendors must submit two (2) annual budgets for the following periods: 1) Year 1 for *October 01, 2026* through *September 30, 2027*; and 2) Year 2 for *October 01, 2027* through *September 30, 2028*.

5.1 METHOD OF PAYMENT

Payment for services provided pursuant to this procurement will be made on a cost reimbursement basis.
The maximum indirect rate is 15 percent. The Department does not provide cash advances to vendors. Selected vendors must submit invoices after they have provided the goods or services being invoiced in a timely manner.

5.2 HOLDBACKS AND PRICING INFORMATION

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

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 100 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 30 points**	
A.	Vendor Profile and Experience	4.2.5.1.1	13
B.	Past and Present Contractual Relationships with the Department	4.2.5.1.2	1
C.	Contract Performance	4.2.5.1.3	1
D.	Project Staff/Resumes/Job Descriptions	4.2.5.1.4	4
E.	Staff Performance Evaluations and Training	4.2.5.1.5	4
F.	Background Checks	4.2.5.1.6	1
G.	Vendor Financial Stability	4.2.5.2	6
Method of Providing Services		**50% of points for a possible 50 points**	
A.	Service Delivery Approach	4.2.5.3.1	24
B.	Start-up Plan	4.2.5.3.2	5
C.	Assessment of Benefits and Impact	4.2.5.3.3	15
D.	Office Location	4.2.5.3.4	1
E.	Vendor Certifications	4.2.5.4	5
Cost Proposal		**20% of points for a possible 20 points**	
A.	Cost Proposal	5.0	20

SECTION 7: DEFINITIONS & STANDARD 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 based on 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 based on 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: 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.

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

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

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

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

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

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

TERMINATION OF 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.
d. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled, and, to the extent permissible by law, the supplier shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the contract. To the extent permissible by law, this cost of cancellation may be paid from any appropriations available for that purpose. In the event that proration of appropriated funds from which the State is to pay the supplier is declared by the Governor pursuant to Section 41-4-90 of the Code of Alabama, the contractor shall have the option, in addition to the other remedies of the contract, or renegotiating the contract to extend or change payment terms or amounts or terminating the contract. In all circumstances, it is agreed that the terms and commitments of this contract shall not constitute a debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama, as amended.

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.

NONDISCRIMINATION IN USDA FEDERALLY ASSISTED PROGRAMS

1. The CONTRACTOR agrees to Comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), section I 1c of the Food and Nutrition Act of 2008, as amended (7 U.S.C. 2020). Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendments Act of 2008 (42 U.S.C. 12131-12189) as implemented by Department of Justice regulations at 28 CFR part 35 and 36, Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency" (August 11, 2000), and all requirements imposed by the regulations issued by the Department of Agriculture to the effect that, no person in the United States shall, on the grounds of sex, including gender identity and sexual orientation, race, color, age, political belief, religious creed, disability, or national origin, be excluded from participation in, be denied the benefits of, or otherwise subject to discrimination under SNAP. This includes program-specific requirements found at 7 CFR part 15 et seq. and 7 CFR 272.6. To view the USDA Non-discrimination statement, please visit https://www.fns.usda.gov/civilrights/usda-nondiscrimination-statement-other-fns-programs.

MEANINGFUL ACCESS FOR INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY (LEP)

1. Contractors that participate in the SNAP must take reasonable steps to ensure that LEP persons have meaningful access to programs, services, and benefits. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single language minorities in certain project areas. Contractors that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in the Food and Nutrition Act of 2008, as amended, Title VI of the Civil Rights Act of 1964 (Title VI) and SNAP program regulations at 7 CFR 272A(b). They also risk noncompliance with the USDA policy guidance titled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against Origin Discrimination Affecting Limited English Proficient Persons", published in 79 FR 70771-70784 (November 28, 2014). Contractors should develop an implementing plan to address the language assistance needs of the LEP population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging telephone interpreters and/or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language services are available in appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP person and to the recipient. USDA's 2014 policy guidance includes detailed information on assessing LEP needs, identifying practices for translating documents that will be seen as strong evidence of compliance. LEP needs should be considered in developing budgets and front line staff should understand how to obtain language assistance services. For additional assistance and information regarding LEP matters, please also visit http://www.lep.gov.

ENSURING EQUAL OPPORTUNITY ACCESS FOR PERSONS WITH DISABILITIES

1. Contractors must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the Americans with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations. DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but Contractors may not require and individual with a disability

to bring another individual to interpret and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (TTY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: http://www.ada.gov.

NONDISCRIMINATION IN HHS FEDERALLY ASSISTED PROGRAMS

1. The Contractor agrees to comply with: (see https://ocrportal.hhs.gov/ocr/aoc/instruction.jsf)
   A. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
   B. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified individual with a disability in the United Stated shall, solely by reason of his or her disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
   C. Title IX of the Education Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.
   D. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
   E. Section 1557 of the Affordable Care Act (Pub. L. 111-148), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 92), to the end that, in accordance with Section 1557 and the Regulation, no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any health program or activity for which the Applicant receives Federal financial assistance from the Department.
   F. For HHS, the Contractor also agrees to comply with the Violence Against Women Reauthorization Act of 2013, as amended, which adds the protected bases of gender identity and sexual orientation.
   G. The Contractor agrees that compliance with this assurance constitutes a condition of continued receipt of Federal financial assistance, and that it is binding upon the Contractor, its successors, transferees and assignees for the period during which such assistance is provided. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Contractor by the Department , this assurance shall obligate the Contractor, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of

similar services or benefits. If any personal property is so provided, this assurance shall obligate the Contractor for the period during which it retains ownership or possession of the property. The Contractor further recognizes and agrees that the United States shall have the right to seek judicial enforcement of this assurance.

2. The Contactor shall notify the Department of 1) any lawsuit filed against the Contractor alleging discrimination and 2) a statement describing any civil rights compliance reviews.

3. The Contractor will compile data, maintain records, and submit reports as required to permit effective enforcement of nondiscrimination laws, regulations, policies, instructions, and guidelines. The documentation must meet the minimum standards set forth in the Alabama Department of Human Resources Language Assistance Policy and Civil Rights Policy in effect in the division in which the Contractor is providing services. The Contractor will permit authorized USDA or HHS personnel to review such record books, and accounts as needed during hours operations to ascertain compliance.

APPENDIX A: DISCLOSURE STATEMENT

State of Alabama
Disclosure Statement

Required by Article 3B of Chapter 16 of Title 41, Code of Alabama 1975

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP — TELEPHONE NUMBER

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

ADDRESS

CITY, STATE, ZIP — TELEPHONE NUMBER

This form is provided with:

☐ Contract ☐ Proposal ☐ Request for Proposal ☐ Invitation to Bid ☐ Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

☐ Yes ☐ No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

☐ Yes ☐ No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED

If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS

By signing below, I certify under penalty of perjury (in the jurisdiction in which it is executed) that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a person who knowingly violates this article shall be subject to civil penalty in an amount of ten thousand dollars ($10,000), or 10 percent of the amount of the contract, whichever is less, to be deposited in the State General Fund. Also, the contract or grant shall be voidable by the awarding agency.

Authorized Signatory Date Jurisdiction in which this Disclosure Statement is executed

The disclosure statement is required to be completed and filed with grant proposals in excess of $25,000 and contracts that meet or exceed the threshold for bid or other formal solicitations under Article 5 of Chapter 4 of Title 41 or any other law that requires formal solicitation procedures for awarding public contracts.

APPENDIX B: TAXPAYER INDENTIFICATION NUMBER FORM

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

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

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

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

PART 1 – TAXPAYER IDENTIFICATION NUMBER, NAME AND ADDRESS.

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

NAME OF ORGANIZATION: _____ PHONE: _____

LEGAL BUSINESS ADDRESS: _____

FAX: _____ EMAIL: _____

NAME & TITLE OF LEGAL SIGNATORY AUTHORITY: _____

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

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

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

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

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

_____
TITLE

PLEASE INCLUDE FEDERAL IDENTIFICATION NUMBER ON ALL INVOICES

APPENDIX C: TRADE SECRET AFFIDAVIT

Alabama Department of Human Resources

AFFIDAVIT FOR TRADE SECRET CONFIDENTIALITY

DEPARTMENT OF _____)
) ss.
County of _____)

_____ (Affiant), being first duly sworn under oath, and representing _____ (hereafter "Vendor"), hereby deposes and says that:

1. I am an attorney licensed to practice in the State of _____, representing the Vendor referenced in this matter, and have full authority from the Vendor to submit this affidavit and accept the responsibilities stated herein.

2. I am aware that the Vendor is submitting a proposal to the Alabama Department of Human Resources for RFP # _____. Public agencies in Alabama are required by Alabama law to permit the public to examine documents that are kept or maintained by the public agencies, other than those legitimately meeting the provisions of the Alabama Trade Secrets Act, Alabama Code Section 8-27-1, and that the Department is required to review claims of trade secret confidentiality.

3. I have read and am familiar with the provisions of the Alabama Trade Secrets Act, am familiar with the case law interpreting it, and understand that all information received in response to this RFP will be available for public examination except for:

(a) trade secrets meeting the requirements of the Act; and

(b) information requested by the Department to establish vendor responsibility

unless prior written consent has been given by the vendor.

4. I am aware that in order for the Vendor to claim confidential material, this affidavit must be fully completed and submitted to the Department, and the following conditions must be met by the Vendor:

(a) information to be withheld under a claim of confidentiality must be clearly marked and separated from the rest of the proposal.

(b) the proposal may not contain trade secret matter in the cost or price; and

(c) the Vendor's explanation of the validity of this trade secret claim is attached to this affidavit.

5. I and the Vendor accept that, should the Department determine that the explanation is incomplete, inadequate, or invalid, the submitted materials will be treated as any other document in the department's possession, insofar as its examination as a public record is concerned. I and the Vendor are solely responsible for the adequacy and sufficiency of the explanation. Once a proposal is opened, its contents cannot be returned to the Vendor if the Vendor disagrees with the Department's determination of the issue of trade secret confidentiality.

6. I, on behalf of the Vendor, warrant that the Vendor will be solely responsible for all legal costs and fees associated with any defense by the Department of the Vendor's claim for trade secret protection in the event of an open records request from another party which the Vendor chooses to oppose. The Vendor will either totally assume all responsibility for the opposition of the request, and all liability and costs of any such defense, thereby defending, protecting, indemnifying, and saving harmless the Department, 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: COST PROPOSAL

Contract Number:		**DHR USE ONLY**	**Taxpayer ID#:**		
Agency:					
Address:					
Project Title:					
Budget Period:			**to**		

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

Itemize the sources of ALL non-departmental funds:

				Total Non-DHR Funding:	**$**

DHR USE ONLY

Approved for Mathematical Accuracy:

Assistance Payments, Finance Division	Date

1. PERSONNEL

A. Number of Persons	B. Position Description	C. Gross Salary Per Pay Period	D. % Time on Project	E. Pay Periods to be Employed	F. Total Project Cost (AxCxDxE)
		$	%		$
		$	%		$
		$	%		$
		$	%		$
		$	%		$
		$	%		$
		$	%		$
		$	%		$
		$	%		$
		$	%		$
		$	%		$
		$	%		$
		$	%		$
		$	%		$
		$	%		$
		$	%		$
		$	%		$
		$	%		$
		$	%		$
				Subtotal Salaries:	$

FRINGE BENEFITS (Project Share Only)

			FICA	. . . . .	$
			Workman's Compensation	. . . . .	$
			Health Insurance	. . . . .	$
			Other (specify)	. . . . .	$
					$
					$
				Subtotal Fringe Benefits:	$
				TOTAL PERSONNEL:	$

2. SUBCONTRACTS	All subcontracts require the Department's prior written approval.				TOTAL DHR SHARE
					$
					$
					$
					$
					$
					$
					$
				TOTAL SUBCONTRACTS:	$

3. TRAVEL	**All out-of-state travel requires the Department's prior written approval.**	
	Within project coverage area	$
	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.**	
	Basic Local Phone Service	$
	Long Distance	$
	Rent/Lease	$
	Use Allowance (Requires an FM-05 "USE ALLOWANCE – SPACE Form)	$
	Utilities	$
	Upkeep (buildings/grounds)	$
	Minor Repairs	$
	Other (specify)	$
	TOTAL SPACE:	$
5. SUPPLIES	**Competitive bids may apply**	
	Office Supplies	$
	Computer-related Supplies	$
	Custodial Supplies	$
	Other (specify)	$
	TOTAL SUPPLIES:	$
6. EQUIPMENT	**Itemize (attach a separate listing if needed.)**	
	Purchase	$
	Rental/Lease	$

	Rental/Lease	$
	Repairs	$
	Maintenance Agreements	$
	Use Allowance	$
	Office Furniture	$
	Office Furnishings	$
	Other (specify)	$
	TOTAL EQUIPMENT:	$
7. OTHER		
	Membership Dues (itemize and attach a separate listing)	$
	Subscriptions (itemize and attach a separate listing)	$
	A-133 Audit	$
	Liability Insurance	$
	Attorney (Legal) Fees	$
	Other (specify)	$
	TOTAL OTHER:	$

APPENDIX F: INSTRUCTIONS TO COST PROPOSAL

Each line item in the cost proposal must reflect the **total projected cost** for that line item. Page 1 represents a summary of the totals from the remaining pages. All departmental funds are subject to the constraints set forth in the contract, the Contract Compliance Requirements document, all other departmental directives, and the instructions set forth herein. Approval of the cost proposal does not constitute approval to incur any expenses prior to the Department's written approval.

Contract Number: *To be assigned by DHR.*
Taxpayer ID: *Self-explanatory.* ***Agency:*** *Self-explanatory.* ***Address:*** *Self-explanatory.* ***Project Title:*** *Self-explanatory.*

Budget Period: The initial contract period during which the budgets will be in effect:

1) Year 1 for *October 1, 2026, through September 30, 2027*
2) Year 2 for *October 1, 2027, through September 30, 2028*

NOTE: *Contractors must obtain the Department's prior approval to earn program income while administering this project. (See the Contract Compliance Requirements document for additional instructions.*

APPENDIX G: STANDARD TERMS AND CONDITIONS

1. Authority

Division 4 of the Department of Finance Administrative Code (Chapters 355-4-1 through 355-4-6), effective October 1, 2022, is incorporated by reference and made a part of this document. To view the relevant provisions of the Administrative Code, visit our website https://procurement.alabama.gov

2. Choice of Law; Venue

This Contract will be governed by laws of the State of Alabama and the sole venue for litigation and alternative dispute resolution activities will be the City of Montgomery in the State of Alabama. No other court shall have jurisdiction.

3. Proposal Questions:

All questions must be submitted via email to sdhr.procurement@dhr.alabama.gov by the date provided in the Summary section of the RFP in STAARS. The email subject line must include the solicitation number and title.

4. Proposal Submission:

All proposals must be submitted on USB only in a sealed envelope by the end date and time posted in STAARS.

5. Not to Constitute a Debt of the State

The terms and commitments contained in the solicitation, or any contract resulting from this solicitation, shall not constitute a debt of the State of Alabama, the incurring of which is prohibited by Section 213 of the Official Recompilation of the Constitution of Alabama, 1901, as amended.

6. Proration

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the supplier shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

7. Non-appropriation of funds

Section 41-4-144(c) of the Code of Alabama: "(c) When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled and the supplier shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract. The cost of cancellation may be paid from any appropriations available for that purpose."

8. Open Trade/No Boycott

For the term of this contract, supplier represents that it is not currently engaged in, and agrees not to 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.

9. Compliance with Ala. Act No. 2023-409.

In compliance with Ala. Act No. 2023-409, by signing this contract, Supplier provides written verification that Supplier, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act. Under Section 2 of the Act, the written verification may be waived if the contracting governmental entity determines based on cost and quality factors that such a waiver is clearly in the best interest of the public.

10. Dispute Resolution

In the event of any dispute between the parties arising from this solicitation and any agreement relating to purchases or leases resulting therefrom, 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, supplier'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 contract 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 Association.

11. Cancellation

A contract for supplies may be canceled by the Chief Procurement Officer, for justifiable cause, by giving the supplier thirty (30) days written notice. A supplier may request cancellation and the Chief Procurement Officer may grant the request, in his or her sole discretion, if performance is prevented by an act of God, act of War, order of legal authority, or other unavoidable circumstances not attributable to the fault or negligence of the supplier. Contracts for services may be cancelled for justifiable cause by the Chief Procurement Officer by giving the vendor at least 72 hours' written notice. The burden of proof for such relief rests with the supplier. All correspondence pertaining to cancellation of a contract must be addressed to the Chief Procurement Officer with a copy to the using agency.

12. Sales Tax Exemption

Pursuant to Section 40-23-4 (a)(11) of the Code of Alabama 1975, the State of Alabama is exempt from paying sales tax. An exemption letter will be furnished upon request.

13. No Indemnification

Supplier acknowledges and agrees that, under the terms of this solicitation and agreements relating to purchases or leases resulting therefrom, the State is prohibited from indemnifying the supplier. The State does not agree to and will not indemnify the supplier for any reason. The State of Alabama does not release or waive, expressly or implied, the State of Alabama's right to assert sovereign immunity or any other affirmative defense right it may have under law. The State of Alabama shall control the defense and settlement of any legal proceeding on behalf of the State, including the selection of attorneys.

14. Foreign Corporation – Alabama Secretary of State Registration

Section 10A-1-7.01 to -7.14 of the Code of Alabama 1975 require a foreign entity (an out-of-state company/firm) to register with the Alabama Secretary of State's Office before transacting business in the State.

15. Beason-Hammon Alabama Taxpayer and Citizen Protection Act

As required by Section 31-13-9(k) of the Code of Alabama 1975, the supplier agrees to the following: "By signing this contract, the contracting parties affirm, for the duration of any 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. 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."

Verification of enrollment in the E-Verify program will be required prior to any award to a supplier who employs one or more employees within the State of Alabama. Failure to provide documentation within 5 calendar days of **notification will result in the rejection** of the supplier's response. To enroll in the E-Verify program visit https://www.e-verify.gov/

16. Conflict of Law

If any provision of this solicitation and any subsequent award shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this agreement, be enacted, then that conflicting provision shall be deemed null and void.

17. Disclosure Statement

Section 41-16-82 of the Code of Alabama 1975 requires the Vendor 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. In circumstances where a contract is awarded by competitive bid, the Statement shall be required only from the person receiving the contract and shall be submitted within ten (10) days of the award.

18. Certification Pursuant to Act No. 2006-557

Section 41-4-142 of the Code of Alabama 1975 (Act No. 2006-557) provides that every bid submitted and contract executed shall contain a certification that the supplier, supplier, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama State and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the supplier is hereby certifying that they are in full compliance with Section 41-4-142, they are not barred from bidding or entering into a contract as a result and acknowledges that the awarding authority may declare the contract void if the certification is false.

19. Supplier Qualifications

After opening, the State reserves the right to request written proof of qualifications including, but not limited to, manufacturer's reseller authorization, professional licenses, certificates of insurance, etc. If requested, the State will provide a submission deadline date.

20. Pricing

The State of Alabama reserves the right to conduct analysis based on cost realism and/or price reasonableness for any or all bids as determined necessary in the sole discretion of the Chief

Procurement Officer. Such analysis may include requests pursuant to Section 41-4-141 of the Code of Alabama 1975.

21. Product Delivery, Receiving and Acceptance:

In accordance with the Universal Commerce Code (Title 7 of the Code of Alabama 1975), after delivery, the State of Alabama shall have the right to inspect all products before accepting. The State will inspect products in a reasonable timeframe. Signature on a delivery document does not constitute acceptance by the State. The State will accept products only after satisfactory inspection.

22. Invoices

Inquiries concerning invoice payments are to be directed to the receiving agency.

23. Late Payments

Penalty for agencies paying invoices late may not exceed the rate charged by State of Alabama Comptroller's Office per Section 41-16-3 of the Code of Alabama and as established by the Secretary of the Treasury under the authority of 26 U.S.C. §6621.

24. Electronic Payments

Vendors must accept multiple forms of electronic payment at no additional cost to the State. Payment forms include but are not limited to state issued credit cards, P-cards, EFT or other forms of electronic payment.

25. Supplier Registration

Suppliers may receive solicitation notices by registering for commodities at the Alabama Buys supplier portal, https://alabamabuys.gov.

26. Internet Website Links

Internet and/or website links will not be accepted in responses as a means to supply any requirements stated in this solicitation.

27. Alternate Bid Response

Unless stated elsewhere in this solicitation the State of Alabama will accept and evaluate alternate submittals on any solicitation provided the response meets all published requirements.

28. Solicitation Reponses and Results

The complete solicitation file will be made available for review as provided by (or as outlined) in Section 41-4-115 of the Code of Alabama and Rule 355-4-1-.04 of the Department of Finance Administrative Code.

29. Exception to Terms and Conditions

Suppliers may place any qualifications, exceptions, conditions, reservations, limitations, or substitutions in their response concerning the contract terms and conditions. However, the State is not obligated to accept any changes to the published terms and conditions of the solicitation.

30. Intent to Award

The State of Alabama Office of the Chief Procurement Officer will issue an 'Intent to Award' before a final award is made. The 'Intent to Award' will continue for a period of fourteen (14) calendar days, after which the award will be final provided there are no protests. A detailed explanation of this process may be reviewed in the Alabama Administrative Code – Chapter 355-4-6-.01. All protest communications filed via email must be sent to: protests@purchasing.alabama.gov

31. Confidentiality

Procurement information is a public record to the extent provided by state law and shall be available to the public. Alabama Code 41-4-115 defines what is exempt from disclosure. Additional rules are included in Sections 355-4-1-.03(4) and 355-4-1-.04 of the Alabama Department of Finance Administrative Code.

32. Click Wrap

The State of Alabama acknowledges that additional terms between the supplier and the State or third-party terms may apply but does not agree to be bound by them unless provided for review and separately agreed to in writing by an authorized official of the State of Alabama. If the purchase or use of the supplies or services provided utilizes a computer interface, no State of Alabama end user shall be deemed to have agreed to any clause by virtue of it appearing in an "I agree" click box or other comparable mechanism ("click-wrap" or "browse-wrap"); rather the terms and conditions, such as End User License Agreements, may only be accepted by inclusion in an agreement and signature by an authorized official of the State of Alabama. If the terms and conditions or any other third-party terms and conditions are invoked through click wrap, execution by any unauthorized individual shall not bind the end user or the State of Alabama to such clause. Any clause which requires the State of Alabama to indemnify another party or clause which assigns jurisdiction to any state other than Alabama which is contained in such click-wrap is deemed to be stricken from the terms and conditions unless expressly agreed in writing and under the signature of an authorized individual.

33. Assignment

Any contract which results from this solicitation shall not be assignable by supplier without written consent of the State of Alabama. Any assignment or other transfer in violation of this provision will be null and void.

34. Debarment and Suspension

Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any governmental department or agency. If supplier cannot certify this statement, supplier must attach a written explanation for review by the Chief Procurement Officer.

35. Merit System Exclusion

It is understood and agreed that supplier is an independent supplier and as such all services rendered by supplier and its agents and employees thereof shall be as an independent supplier and not as an employee, Merit or otherwise, of the State of Alabama, and supplier or its agents and employees thereof shall not be entitled to or receive Merit System benefits.

36. Severability

In the event any provision of this solicitation or resulting contract shall not be enforceable, the remaining provisions shall continue in full force and effect.

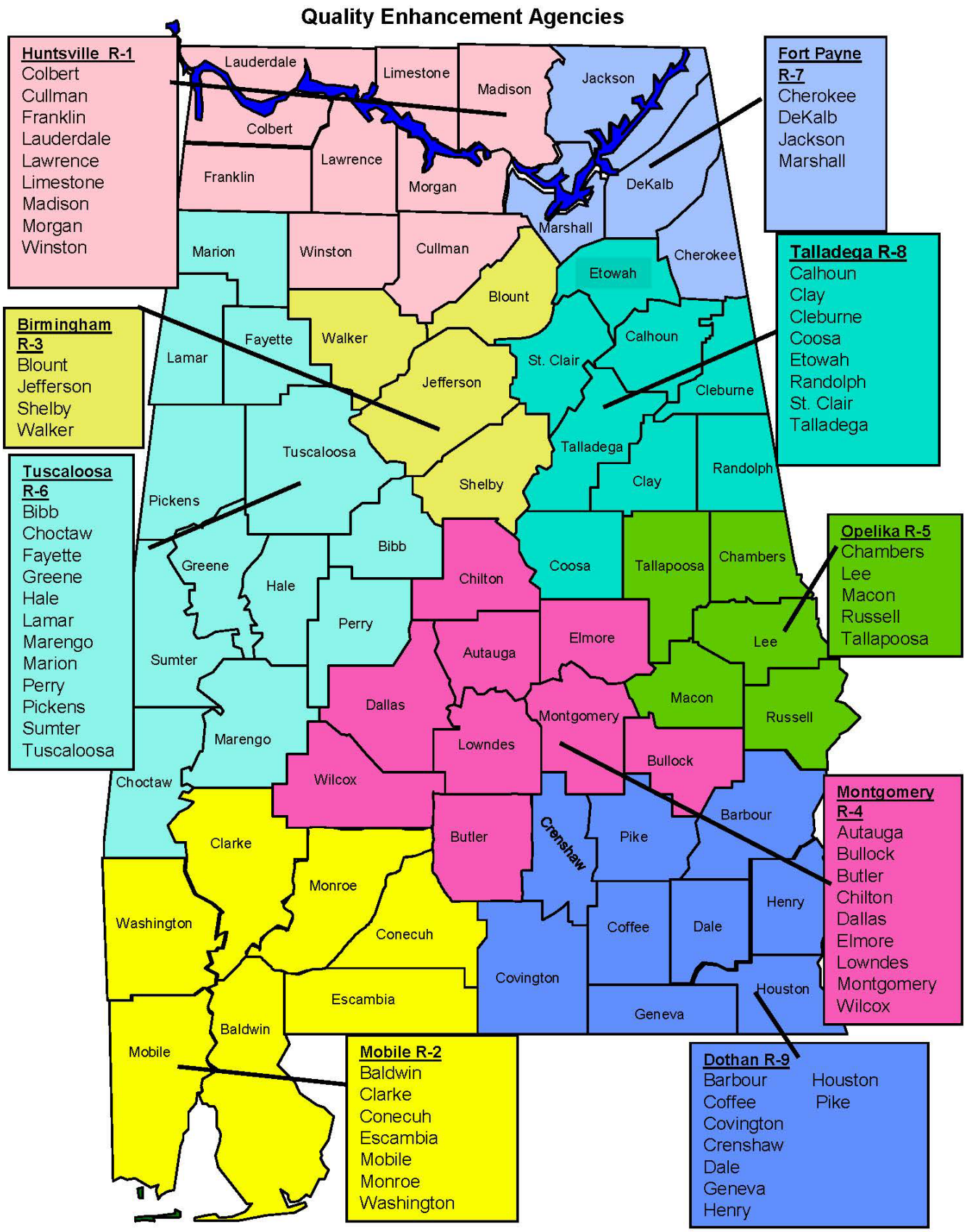
37. Volume of Business

Except as otherwise stated in this solicitation, the State of Alabama cannot and does not guarantee any volume of business.

38. Waiver

The failure of the State of Alabama to require performance of any provisions of this solicitation or resulting contract shall not affect the State's right to require performance at any time thereafter, nor shall a waiver of any breach or default constitute a waiver of any subsequent breach or default nor constitute a waiver of the provision itself.

By submitting a response, I hereby affirm the following:

I acknowledge receipt of the solicitation and all amendments (new rounds). I have read the solicitation and agree to furnish each item or service offered at the price quoted. I will comply with all terms and conditions contained within this solicitation. I have not been in any agreement of collusion among suppliers in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding. I further certify that I am not barred from bidding or entering into a contract and acknowledge that the contracting state agency may declare the contract void if this certification is false.

APPENDIX H: DHR REGIONAL QUALITY ENHANCEMENT MAP