



# ALABAMA DEPARTMENT OF HUMAN RESOURCES REQUEST FOR PROPOSALS

PROCUREMENT INFORMATION	
<b>RFP Number:</b> 2012-300-01	<b>RFP Title:</b> <i>Family Self-Sufficiency Case Aide Services</i>
<b>Proposal Due Date and Time:</b> <i>Thursday, April 05, 2012 12:00 p.m., Central Time</i>	<b>Number of Pages:</b> 47
<b>Procurement Officer:</b> Starr Stewart, Director Phone: (334) 353-4744 E-mail Address: <a href="mailto:starr.stewart@dhr.alabama.gov">starr.stewart@dhr.alabama.gov</a> Website: <a href="http://www.dhr.alabama.gov">http://www.dhr.alabama.gov</a>	<b>Issue Date:</b> <i>Thursday, February 23, 2012</i>
	<b>Issuing Division:</b> <i>Family Assistance Division</i>

INSTRUCTIONS TO VENDORS	
<b>Submit Proposal to:</b> Starr Stewart, Director Office of Procurement Alabama Department of Human Resources Gordon Persons Building, Room 2344 50 Ripley Street Montgomery, AL 36130-4000	<b>Label Envelope/Package:</b>  <b>RFP Title/Number:</b> <i>Family Self-Sufficiency Case Aide Services /2012-300-01</i> <b>Proposal Due Date:</b> <i>April 05, 2012</i> <b>Special Instructions:</b>

VENDOR INFORMATION	
(Fill in the information fields below and return this form with RFP response)	
<b>Vendor Name/Address:</b>	<b>Authorized Vendor Signatory:</b>
	(Please print name and sign in ink)
<b>Vendor Phone Number:</b> (    )	<b>Vendor FAX Number:</b> (    )
<b>Vendor Federal I.D. Number:</b>	<b>Vendor E-mail Address:</b>
Indicate whether this proposal is an original or a copy. <input type="checkbox"/> Original <input type="checkbox"/> Copy	
<b>Total number of proposal pages:</b> _____	
<b>Trade Secret Declarations:</b> ( <u>reference section/page(s) of trade secret declarations</u> )	

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## VENDOR'S RFP CHECKLIST

1. \_\_\_\_\_ **Read the entire document.** Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; licensing requirements; contractual requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. \_\_\_\_\_ **Note the procurement officer's name, address, phone numbers and e-mail address.** This is the only person you are allowed to communicate with regarding the RFP.
3. \_\_\_\_\_ **Attend the pre-proposal conference** if one is offered. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the Department of any ambiguities, inconsistencies, or errors in the RFP.
4. \_\_\_\_\_ **Take advantage of the “question and answer” period.** Submit your questions to the procurement officer by the due date listed in the Schedule of Events and view the answers given in the formal “addenda” issued for the RFP. All addenda issued for an RFP are posted on the Department’s website at [www.dhr.alabama.gov](http://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](http://www.dhr.alabama.gov) for any addenda issued for this RFP, no further notification will be provided.
9. \_\_\_\_\_ **Review and read the RFP document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. The copies are provided to the evaluation committee members and will be used to score your response.
10. \_\_\_\_\_ **Submit your response on time.** Note all the dates and times listed in the Schedule of Events and within the document, and submit all required items on time. Late proposal responses are *never* accepted.

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

## **SCHEDULE OF EVENTS**

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

<b>EVENT</b>	<b>DATE</b>
<b>RFP Issue Date</b> .....	<b>February 23, 2012</b>
<b>Deadline for Receipt of Written Questions</b> .....	<b>March 08, 2012</b>
<b>Deadline for Posting of Written Responses to Questions</b> .....	<b>March 15, 2012</b>
<b>Proposal Due Date</b> .....	<b>April 05, 2012</b>
<b>Evaluation of Proposals and Selection of Vendors</b> .....	<b>April 10-13, 2012</b>
<b>Intended Date for Notice of Intent to Award a Contract</b> .....	<b>May 01, 2012</b>

## **SECTION 1: PROJECT OVERVIEW AND INSTRUCTIONS**

### **1.0 PROJECT OVERVIEW**

The ALABAMA DEPARTMENT OF HUMAN RESOURCES, (hereinafter referred to as “the Department”) seeks a qualified vendor to provide *Family Self Sufficiency Case Aide Services* as part of the welfare to work initiative under the Temporary Assistance for Needy Families (TANF) Block Grant. These services will be provided statewide through the local county Departments of Human Resources offices. *Appendix F* represents the maximum allocation of case aides by county. A more complete description of the services sought for this project is provided in *Section 3, Scope of Project*. Proposals submitted in response to this solicitation must comply with the instructions and procedures contained herein.

### **1.1 ELIGIBLE ENTITIES**

Eligible entities may include governmental agencies, faith-based organizations, non-governmental public or private organizations and individuals who: 1) are legally authorized to conduct business within the State of Alabama; 2) possess a high degree of professional skill in the area of service described in this document; 3) possess the skills needed to perform the services described in this RFP; and, 4) meet the terms and conditions of the RFP. In addition, applicants must demonstrate the ability to manage Department funds in accordance with Federal and State regulations and guidelines.

### **1.2 REQUIRED LICENSURE/CERTIFICATION/CREDENTIAL**

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

### **1.3 CONTRACT TERM**

The contract term is for a period of *two (2)* years beginning *October 01, 2012* and ending *September 30, 2014*. 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 **one (1)** years, at the option of the Department. *Selected vendors must be fully operational on Monday, October 01, 2012.*

### **1.4 POINT OF CONTACT**

From the date this Request for Proposal (RFP) is issued until the vendor selection is announced, all communication must be directed to the procurement officer in charge of this solicitation. **Vendors must not communicate with any Department staff or officials regarding this procurement with the exception of the procurement officer.** Any unauthorized contact will disqualify the vendor from further consideration. Contact information for the point of contact is as follows:

**Starr Stewart, Director**  
**Office of Procurement**  
**Alabama Department of Human Resources**  
**Gordon Persons Building, Room 2344**  
**50 Ripley Street**  
**Montgomery, AL 36130-4000**  
**Telephone Number: (334) 353-4744**  
**E-mail Address: [starr.stewart@dhr.alabama.gov](mailto:starr.stewart@dhr.alabama.gov)**

## **1.5 REQUIRED REVIEW**

### **1.5.1 REVIEW RFP**

Vendors should carefully review the instructions, mandatory and general requirements, project specifications, and the standard terms and conditions in this RFP. After a thorough review of the RFP, if the vendor identifies any ambiguity, inconsistency, unduly restrictive specifications, or error, promptly notify the procurement officer identified above in writing, via e-mail or courier by the deadline for receipt of questions as stated in the Schedule of Events.

### **1.5.2 VENDOR'S QUESTIONS**

Vendors with questions or requiring clarification regarding any section of this RFP must reference the RFP by title and number and submit written questions via e-mail or courier to the procurement officer referenced above by 3:00 p.m. (CST) **Thursday, March 08, 2012**. Each question must reference the section, page, and item in question. Vendors must submit all questions posed in a single email message to the procurement officer. Questions received after the deadline will not be considered.

### **1.5.3 DEPARTMENT'S RESPONSES**

The Department will provide an official written answer by **Thursday, March 15, 2012** to all questions received by the deadline on **March 08, 2012**. 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](http://www.dhr.alabama.gov) by the close of business on the date listed.

## **1.6 MANDATORY REQUIREMENTS**

Vendors are expected to respond to all of the requirements described in this document. The Department will determine whether a Vendor's proposal meets the terms of the requirements. Proposals that do not meet all requirements listed in this RFP may be subject to point reductions during the evaluation process or may be deemed non-responsive. Proposals that do not meet the requirements 1.6.1 through 1.6.5 will be deemed non-responsive and no other consideration will be given. **DO NOT ALTER ANY OF THE FORMS LISTED BELOW OR OTHERWISE INCLUDED/REQUIRED IN THIS DOCUMENT.**

### **1.6.1 DEADLINE FOR RECEIPT OF PROPOSALS**

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

### **1.6.2 LEGAL STATUS LETTER OR TAXPAYER IDENTIFICATION VERIFICATION**

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

### **1.6.3 DISCLOSURE STATEMENT**

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000. Disclosure Statements are available for completion on the Attorney General's web site at [www.ago.alabama.gov](http://www.ago.alabama.gov) under *Publications and Forms*. Vendors may also click on either of the following links for a copy of the Disclosure Statement: (manual fill-in) [http://www.ago.state.al.us/documents/vendor\\_disclose.pdf](http://www.ago.state.al.us/documents/vendor_disclose.pdf) or (online fill-in) [http://www.ago.state.al.us/documents/vendor\\_disclose\\_fill.pdf](http://www.ago.state.al.us/documents/vendor_disclose_fill.pdf) when connected to the internet. Vendors must include a completed copy of the Disclosure Statement in their proposals.

## **1.6.4 IMMIGRATION STATUS FORM AND IMMIGRATION AFFIDAVIT**

Vendors must submit a signed copy of the immigration status form (*Appendix D*) and the immigration affidavit (*Appendix E*) 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, Vendor agrees to acceptance of the standard terms and conditions of this RFP. Requests for additions or exceptions to the standard terms and conditions including any necessary licenses, or any added provisions must be submitted to the procurement officer by the due date for receipt of written questions and must be accompanied by an explanation of why the exception is being sought and what specific effect it will have on the Vendor's ability to respond to the RFP or perform the contract.

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

### **1.7.2 UNDERSTANDING OF SPECIFICATIONS AND REQUIREMENTS**

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

### **1.7.3 PRIME CONTRACTOR/SUBCONTRACTORS**

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

### **1.7.4 VENDOR'S SIGNATURE**

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

## **1.8 SUBMITTING A PROPOSAL**

### **1.8.1 REQUIRED COPIES AND DEADLINE FOR RECEIPT OF PROPOSALS**

Vendors must submit **one (1)** original proposal, **seven (7)** copies and **one (1)** electronic (PDF preferred) copy on CD or DVD clearly labeled with the Vendor's name and the RFP title and number to:

**Starr Stewart, Director  
Office of Procurement  
Alabama Department of Human Resources  
Gordon Persons Building, Room 2344  
50 Ripley Street**

## Montgomery, AL 36130-4000

Proposals must subscribe to the section/subsection headings and numbering format as specified in *Section 4 Proposal Format and Instructions*. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the *Family Self-Sufficiency Case Aide Services RFP# 2012-300-01*. ***Proposals must be received at the receptionist's desk of the Office of Procurement by 12:00 p.m., local time, Thursday, April 05, 2012.*** Two business (Monday-Friday) days prior to the due date, proposals may be hand delivered between the hours of 9:00 a.m. -12:00 p.m. (with the exception of state and federal holidays). Faxed and electronically submitted responses to requests for proposals will NOT be accepted.

### **1.8.2 FAILURE TO COMPLY WITH INSTRUCTIONS**

Vendors failing to comply with these instructions may be deemed non-responsive or subject to point deductions. The Department may also choose to not evaluate, and disqualify from further consideration any proposals that do not follow the format described in Section 4: *Proposal Format and Instructions*, are difficult to understand or read, or are missing any requested information.

### **1.8.3 BUDGET FORMS**

Vendors ***must*** utilize the cost reimbursement budget forms (*Appendix G*) or fixed rate budget forms (*Appendix I*) of this document when responding to this RFP. 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 at the receptionist's desk at the designated office by the designated time. Late proposals will not be opened and may be returned to the Vendor at the expense of the Vendor or destroyed if requested.

## **SECTION 2: STANDARD INFORMATION**

### **2.0 AUTHORITY**

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

### **2.1 VENDOR COMPETITION**

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

### **2.2 NONDISCRIMINATION**

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

### **2.3 IMMIGRATION STATUS**

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

### **2.4 IMMIGRATION AFFIDAVIT**

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 sworn affidavit (*Appendix E*) signed before a notary attesting to such.

The United States Citizenship and Immigration Services ([www.uscis.gov](http://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.

## **2.5 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.

## **2.6 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.

## **2.7 PRE-SCREENING AND EVALUATION OF PROPOSALS**

### **2.7.1 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.

### **2.7.2 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.

## **2.8 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.

## **2.9 BEST AND FINAL OFFER**

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

## **2.10 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.

## **2.11 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.

## **2.12 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:

### **2.12.1 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.

### **2.12.2 POST-SELECTION DISCRETION**

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

### **2.12.3 WAIVERS**

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

### **2.12.4 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.

### **2.12.5 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.

### **2.12.6 ORAL PRESENTATIONS**

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

### **2.12.7 AMENDMENTS**

The Department reserves the right to amend the RFP. Except as provided above with respect to “WAIVERS” made by the Department, all amendments to the RFP will be made by written addendum issued by the Department and posted to the web at [www.dhr.alabama.gov](http://www.dhr.alabama.gov) under this RFP link.

### **2.12.8 NO GUARANTEE OF CONTRACT**

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

### **2.12.9 RIGHT TO INVESTIGATE AND REJECT**

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

### **2.12.10 DISCLAIMER**

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

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

## **SECTION 3: SCOPE OF PROJECT**

### **3.0 SERVICE DESCRIPTION**

*Family Self Sufficiency Case Aide Services* are paraprofessional support services provided to TANF recipients. Case Aides assist recipients in overcoming barriers that may impede their progress toward self-sufficiency. They support professional case management staff and augment the efforts of the JOBS and Public Assistance (PA) staff in assisting eligible individuals to overcome barriers to employment, increase their marketable skills and employability, gain or retain employment and transition from welfare to work.

Case aides monitor participant attendance, participate in group interviews, answer general questions regarding basic eligibility and work participation requirements, and take recipient telephone messages. Case aides assist with verification processes by making contact with employers, contacting references and assisting recipients in completing forms and other documents as well as assisting in locating address changes. Case aides provide initial placement support (e.g. assist participants in accessing child care, transportation, appropriate clothing or any other needed supportive services). Case aides assist county staff in working with community entities (e.g. meet with area business, civic and religious groups to develop work experience sites), make on site visits, conduct follow-ups, and provide training.

### **3.1 ELIGIBLE PARTICIPANTS**

Individuals eligible for services under this procurement include any individual served through the Department's Family Assistance or JOBS Programs. The Department may, at its sole discretion, elect to expand the pool of potentially eligible participants if it is deemed by the Department to be necessary and appropriate to better serve the purposes of TANF.

### **3.2 CASE AIDE QUALIFICATIONS**

Vendors must ensure that individuals meet the minimum qualifications listed below, in order to be considered for employment in a case aide position:

- A. Must have a high school diploma or GED equivalent;
- B. Must have the ability to understand and follow oral and written instructions;
- C. Must have the ability to demonstrate emotional maturity;
- D. Must have the ability to establish and maintain effective working relationships with participants, agency workers, people representing businesses, civic or religious organizations and others in the office and community;
- E. Must have the ability to communicate effectively in receiving and sharing important information; and
- F. Must have the ability to follow office rules and procedures.

### **3.3 TARGET AREA**

Services must be provided statewide.

## **SECTION 4: PROPOSAL FORMAT AND INSTRUCTIONS**

### **4.0 PROPOSAL REQUIREMENTS**

Proposals must meet all requirements as specified in this RFP. Proposals must incorporate the specified structure and format; must be clear, detailed, and complete as to fully demonstrate that the prospective Vendor has a thorough understanding of the requirements for providing the services for this procurement. Statements that the Vendor understands, acknowledges, or can comply with the requirements/specifications and statements paraphrasing the specifications are considered inadequate as are phrases such as “industry standards will be adhered to” and/or “standard procedures will be implemented”, or “research-based models will be used”. Proposals must clearly and adequately describe the concepts and methodologies to be implemented by the Vendor. Information must be clear, succinct, and easily understandable.

### **4.1 COMPLETENESS OF PROPOSALS**

Selection(s) and award(s) will be based on the Vendor’s proposal and other items described in this RFP. Proposals should not include references to information located elsewhere, such as Internet websites. Information or materials presented by Vendors outside the formal response or subsequent discussion/negotiation or “best and final offer,” if requested, will not be considered, will have no bearing on any award, and may result in the Vendor being disqualified from further consideration.

### **4.2 PROPOSAL FORMAT**

Proposals must not exceed **one hundred (100) pages**, including attachments and must be single-spaced, incorporating 1-inch margins, typed using Times New Roman (font), size 12. Proposals must be printed/copied onto one side of standard (8½ x 11) white typing/copier paper. *Paragraphs must be double-spaced.* All proposals (the original and copies) must include labeled tabs that correspond with the bolded sections and subsections to which the information pertains. ***Do not use adhesive tabs, tabs with paper inserts, sheet protectors, rings or prong fasteners.*** Vendors should avoid the use of elaborate presentations and binding materials beyond that which is sufficient to present complete and effective proposals.

#### **4.2.1 COVER SHEET**

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

#### **4.2.2 TABLE OF CONTENTS**

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

#### **4.2.3 LEGAL STATUS FORM/TAXPAYER IDENTIFICATION NUMBER**

The Table of Contents must be followed by a copy of the **Legal Status Form**. *This form is issued by the IRS and denotes an organization’s legal status (i.e., non-profit, for-profit, corporation, etc.) and includes the Federal Employee Identification Number (FEIN).* If the Legal Status Form is not available, a completed and signed copy of the **“Request for Taxpayer Identification Number”** form (*Appendix B*) must be included. All items on this form must be completed.

#### **4.2.4 TECHNICAL PROPOSAL**

The Legal Status Form or Request for Taxpayer Identification Number Form should be followed by the **Technical Proposal**. The Technical Proposal must prescribe to sections **4.2.5.1** through **4.2.5.4.6** below.

#### **4.2.5.1 VENDOR QUALIFYING INFORMATION**

##### **4.2.5.1.1 Vendor Profile and Experience**

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

##### **4.2.5.1.2 Past and Present Contractual Relationships with the Department**

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

##### **4.2.5.1.3 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 shall evaluate the facts and may, at its sole discretion, reject the Vendor's Proposal if the facts discovered indicate that completion of a contract resulting from this RFP may be jeopardized by selection of the Vendor. If the Vendor has experienced no such terminations for default in the past five years, so declare. If at any time during the past five years, the Vendor has had a contract terminated for convenience, non-allocation of funds, or any other reason, which termination occurred before completion of all obligations under the initial contract provisions, describe fully all such terminations including the name and address of the other contracting party and the circumstances surrounding the termination. If no such early terminations have occurred, so declare. Failure to report on the foregoing or if the information furnished is determined to be inaccurate, whether by omission or commission, shall result in rejection of the Vendor's Proposal.

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

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

##### **4.2.5.1.4 Project Staff/Resumes/Job Descriptions**

The Vendor must submit a resume or job description detailing the level of education, experience, training, skills, etc. which emphasizes previous experience in the service area as described in this RFP for all key

personnel who will be involved with the proposed project. The Vendor should indicate that it has sufficient staff to perform the services required in this RFP, if sufficient staff is not currently available, describe how staff will be obtained to provide the services and the timeline for obtaining the needed staff. Indicate the number of anticipated staff for each position title. List all professional licenses held by the vendor.

#### **4.2.5.1.5 Staff Performance Evaluations and Training**

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

#### **4.2.5.1.6 Background Checks**

Describe in detail the steps that 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 this population indicated in this document and for this project. Provide documentation that each employee has had an Alabama Bureau of Investigation (ABI) and a Federal Bureau of Investigation (FBI) criminal background check. Describe your organization's general procedure for addressing occurrences when an incident or allegation is reported, founded or unfounded.

#### **4.2.5.2 VENDOR FINANCIAL STABILITY**

Vendors must submit an audited financial statement for year 2010 and letters from the auditor(s) who performed the 2009 and 2008 financial audits. Vendors of newly formed organizations, who have been in business less than one year must submit copies of any quarterly financial statements that have been prepared since the end of the period reported by your most recent annual report.

#### **4.2.5.3 METHOD OF PROVIDING SERVICES**

##### **4.2.5.3.1 Service Delivery Approach**

The Vendor must provide a detailed description of the work plan and the methods to be used that will convincingly demonstrate to the Department what the Vendor intends to do, the number of case aides to be provided, the timeframes necessary to accomplish the work, and how the work will be accomplished. The Vendor must identify the county to be served by the proposed project. *All services specified in Section 3: Scope of Project must be addressed in the Service Delivery Approach.*

##### **4.2.5.3.2 Start-up Plan**

The Vendor must include a detailed project schedule that is comprised of the detailed work plan for the entire project. This section should also include any proposed additions to the tasks outlined in the *Section 3: Scope of Work*.

##### **4.2.5.3.3 Target Area**

Services shall be provided statewide based on available funding and case aide allocations.

##### **4.2.5.3.4 Collaboration**

Vendors must describe collaborative relationships with all agencies with whom they collaborated regarding the strategy and design of the proposed service, the level of involvement of each collaborating agency and how the Vendor plans to document ongoing collaborations with the local County Department(s) of Human Resources and other relevant partners.

##### **4.2.5.3.5 Assessment of Benefits and Impact**

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

##### **4.2.5.3.6 Office Location**

Vendors must provide the physical address of the office where records will be maintained and services will be performed under a contract with the Department in the event the Vendor becomes the Contractor.

#### **4.2.5.4 VENDOR CERTIFICATIONS**

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

##### **4.2.5.4.1 *Revolving Door Policy***

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

##### **4.2.5.4.2 *Debarment***

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

##### **4.2.5.4.3 *Standard Contract***

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

##### **4.2.5.4.4 *Charitable Choice (applies to faith-based organizations only)***

The vendor must attest that funds received as a result of this procurement will not be used for sectarian instruction, worship, proselytizing or for any other purely religious activities that are not directed toward the secular social goals related to the services described in this RFP. The vendor must agree to serve all eligible members of the public without regard to their religious beliefs and, further, must not require clients' active participation in any religious practice. (In carrying out the said services, the vendor will remain independent from federal, state and local governments; will retain control over the expression of its religious beliefs, and is NOT required to remove its religious writings or symbols or to alter its internal governance as a condition of doing business with the Department.)

##### **4.2.5.4.5 *Financial Accounting***

Vendors must agree that the vendor's accounting system will be consistent with General Accepted Governmental Accounting Principles (GAAP). The vendor must maintain sufficient financial accounting records documenting all funding sources and applicable expenditure of all funds from all sources.

##### **4.2.5.4.6 *Vendor Work Product***

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

#### **4.2.5.5 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 Immigration Status Form**

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

##### **4.2.5.5.4 Immigration Affidavit**

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

## **SECTION 5: COST REIMBURSEMENT BUDGET**

### **5.0 BUDGET**

Vendors must include a detailed line-item budget using the **Cost Reimbursement Budget or Fixed Rate Budget** forms (See Appendices G and I), in accordance with the respective instructions. (The budget must not include any costs associated with the purchase of equipment). Costs associated with the proposed services, such as meeting space, supplies, and other training needs, are the responsibility of the Vendor and should be factored into the budget. Vendors are encouraged to contact the DHR office in the county being service because meeting space may be made available on a cost-free basis for short-term training programs, at the sole discretion of the county DHR Director.

### **5.1 INDIRECT COST**

Vendors who submit a cost reimbursement budget may only include indirect costs if they have a federally approved indirect cost rate. The Department reserves the right to disallow any or all indirect costs. However, if the Department approves the costs, such costs may reflect an amount not to exceed the appropriate prorated share of the Vendor's actual federally approved rate or 10%, whichever is less. Any approval by the Department of such costs is subject to the following constraints:

- A. Vendors must be able to document that such costs are incurred in addition to the direct costs outlined in the program budget. No undocumented costs will be allowed.
- B. The same cost may not be charged as both a direct and indirect cost.
- C. Vendors must demonstrate that "like costs" are allocated consistently across all benefiting cost objectives. For example, the Vendor may not charge telephone costs as a direct cost to the Department for the proposed service and, at the same time, allocate such costs for one or more other programs administered by the Vendor as an indirect cost.

### **5.2 BUDGET ADDENDUM**

#### **5.2.1 DETAILED LINE-ITEM BUDGET**

Vendors submitting a detailed line item "Cost Reimbursement Budget" must include descriptions and the following forms, as applicable. Forms must be submitted in the following order:

- A. The "Use Allowance – Equipment" form (See Appendix K), in the event the Vendor's budget includes costs for the use of equipment owned by the Vendor. The Vendor may elect to recoup cost for such equipment through a depreciation allowance rather than through the use allowance. If the depreciation allowance is selected, the annual depreciation amount must be based on the original purchase price (as documented by a copy of the original invoice) minus the actual documented salvage value, or 10% of the original purchase price, whichever is less, to obtain the net cost basis. The net cost basis must then be divided by the useful life of the equipment, which is five (5) for both the use allowance and the depreciation allowance, to obtain the annual depreciation amount. Under either option, the proposal must include a copy of the original invoice reflecting the original purchase price, date of purchase and, if available, a statement from the original vendor as to the salvage value of the equipment.
- B. The "Use Allowance – Space" form (See Appendix M), in the event the Vendor's budget includes costs for the use of space owned by the Vendor.

- C. The Statement of Comparable Rent form (See Appendix O) in the event the Vendor's budget includes costs associated with rent or lease. The budgeted amount must not exceed the lesser of three certified statements completed in accordance with the form's instructions.
  
- D. In addition, include in the following order, as applicable, a copy of:
  - 1. The rent or lease agreement;
  - 2. A detailed itemized list of equipment, associated invoices, salvage value statements, equipment lease agreement(s) and/or maintenance agreement(s);
  - 3. A detailed itemized list of the types of supplies, if included in the proposed budget;
  - 4. Proposed subcontracts including a budget and narrative of services to be performed by the subcontractor.

### **5.3 BUDGET NARRATIVE**

Cost Proposals must include a budget narrative, **not to exceed 5 pages**.

#### **5.3.1 DETAILED LINE-ITEM BUDGET**

The budget narrative must explain the nature and requisite need for the amounts proposed in each budget line item, explaining the methodology for determining each cost.

- A. The narrative must describe how the proposed personnel costs compare to other personnel costs incurred by the Vendor in other programs and to similar labor costs elsewhere within the local market.
  
- B. If the Vendor elects to budget costs associated with depreciation for equipment owned by the Vendor, the budget narrative must include a detailed description of the depreciation formula used to calculate the budgeted allowance.

#### **5.3.2 FIXED RATE BUDGET**

Vendors must attest in the budget narrative that the rate(s) submitted in response to this procurement do not exceed the rate(s) the Vendor charge other organizations, agencies or individuals to whom the proposed service is provided.

## SECTION 6: EVALUATION CRITERIA

### 6.0 EVALUATION CRITERIA

The evaluation committee will review and evaluate the proposals according to the following criteria based on a **maximum possible value of 1,000 points**. Proposals failing to meet the requirements of this RFP may be deemed non-responsive or subject to point deductions. The point value assigned to each component of the **Technical Proposal and Cost Proposal** will be based on the following scoring scale.

Category	RFP Section	Point Value
<b>Vendor Qualifying Information</b>		<b>30% of points for a possible 300 points</b>
A. Vendor Profile and Experience	4.2.5.1.1	200
B. Past and Present Contractual Relationships with the Department	4.2.5.1.2	0
C. Contract Performance	4.2.5.1.3	<i>To be Determined</i>
D. Project Staff/Resumes/Job Descriptions	4.2.5.1.4	50
E. Staff Performance Evaluations and Training	4.2.5.1.5	25
F. Background Checks	4.2.5.1.6	0
G. Vendor Financial Stability	4.2.5.2	25
<b>Method of Providing Services</b>		<b>50% of points for a possible 500 points</b>
A. Service Delivery Approach	4.2.5.3.1	400
B. Start-up Plan	4.2.5.3.2	50
C. Target Area	4.2.5.3.3	25
D. Collaboration	4.2.5.3.4	0
E. Assessment of Benefits and Impact	4.2.5.3.5	25
D. Office Location	4.2.5.3.6	0
E. Vendor Certifications	4.2.5.4.	0
<b>Cost Proposal</b>		<b>20% of points for a possible 200 points</b>
A. Cost Proposal	5.0	200

## **APPENDIX A: STANDARD TERMS AND CONDITIONS**

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

**ACCEPTANCE/REJECTION OF PROPOSALS:** The Department reserves the right to accept or reject any or all proposals, wholly or in part, and to make awards in any manner deemed in the best interest of the Department. Proposals will be firm for 180 days, unless stated otherwise in the text of the request for proposal.

**ACCESS AND RETENTION OF RECORDS:** The contractor agrees to provide the Department, Legislative Auditor, or authorized agents, access to any records necessary to determine contract compliance. The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the Department or third party.

**ALTERATION OF SOLICITATION DOCUMENT:** In the event of inconsistencies or contradictions between language contained in the Department's solicitation document and a vendor's response, the language contained in the Department's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

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

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

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

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

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

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

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

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

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

**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.

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

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

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

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

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

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

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



**APPENDIX C: TRADE SECRET AFFIDAVIT**

**Alabama Department of Human Resources**

**AFFIDAVIT FOR TRADE SECRET CONFIDENTIALITY**

DEPARTMENT OF \_\_\_\_\_)

)ss.

County of \_\_\_\_\_)

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

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

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

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

- (a) trade secrets meeting the requirements of the Act; and
- (b) information requested by the Department to establish vendor responsibility unless prior written consent has been given by the vendor.

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

- (a) information to be withheld under a claim of confidentiality must be clearly marked and separated from the rest of the proposal;
- (b) the proposal may not contain trade secret matter in the cost or price; and
- (c) the Vendor's explanation of the validity of this trade secret claim is attached to this affidavit.

5. I and the Vendor accept that, should the Department determine that the explanation is incomplete, inadequate or invalid, the submitted materials will be treated as any other document in the department's possession, insofar as its examination as a public record is concerned. I and the Vendor are solely responsible for the adequacy and sufficiency of the explanation. Once a proposal is opened, its

contents cannot be returned to the Vendor if the Vendor disagrees with the Department's determination of the issue of trade secret confidentiality.

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

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

\_\_\_\_\_  
Affiant's Signature

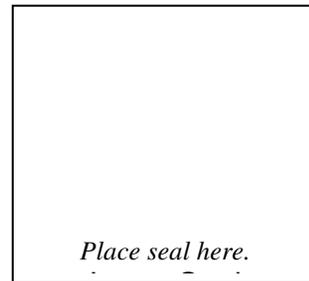
Signed and sworn to before me on \_\_\_\_\_ (date) by \_\_\_\_\_

\_\_\_\_\_ (Affiant's name).

Name of Notary Public: \_\_\_\_\_ for the

Department of: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



**APPENDIX D: IMMIGRATION STATUS FORM**

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

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Witness

**APPENDIX E: IMMIGRATION AFFIDAVIT**

FORM FOR SECTIONS 9 (a) and (b) BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT; CODE OF ALABAMA, SECTIONS 31-13-9 (a) and (b)

**AFFIDAVIT FOR BUSINESS ENTITY/EMPLOYER /CONTRACTOR**

(To be completed as a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees)

State of \_\_\_\_\_

County of \_\_\_\_\_

Before me, a notary public, personally appeared \_\_\_\_\_ (print name) who, being duly sworn, says as follows:

As a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as \_\_\_\_\_ (state position) for \_\_\_\_\_ (state business entity/employer/contractor name) that said business entity/employer/contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

I further attest that said business entity/employer/contractor is enrolled in the E-Verify program.  
(ATTACH DOCUMENTATION ESTABLISHING THAT BUSINESS ENTITY/EMPLOYER/CONTRACTOR IS ENROLLED IN THE E-VERIFY PROGRAM)

\_\_\_\_\_  
Signature of Affiant

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

\_\_\_\_\_  
Signature and Seal of Notary Public

**APPENDIX F: CASE AIDE ALLOCATIONS BY COUNTY**

County	FY13 Proposed Case Aide Allocation
Autauga	1.00
Baldwin	1.00
Barbour	0.50
Bibb	0.00
Blount	1.00
Bullock	0.50
Butler	0.00
Calhoun	1.00
Chambers	1.00
Cherokee	0.50
Chilton	0.50
Choctaw	0.50
Clarke	0.50
Clay	0.00
Cleburne	0.50
Coffee	0.50
Colbert	1.00
Conecuh	0.50
Coosa	0.50
Covington	0.50
Crenshaw	1.00
Cullman	1.00
Dale	1.00
Dallas	3.00
DeKalb	1.00
Elmore	1.00
Escambia	0.50
Etowah	1.00
Fayette	0.00
Franklin	1.00
Geneva	0.50
Greene	0.50
Hale	0.50
Henry	0.50

County	FY13 Proposed Case Aide Allocation
Houston	2.00
Jackson	1.00
Jefferson	6.00
Lamar	0.50
Lauderdale	1.00
Lawrence	0.50
Lee	2.00
Limestone	1.00
Lowndes	0.50
Macon	1.00
Madison	1.00
Marengo	1.00
Marion	0.50
Marshall	1.00
Mobile	4.00
Monroe	0.50
Montgomery	6.00
Morgan	1.00
Perry	0.50
Pickens	0.50
Pike	1.00
Randolph	1.00
Russell	2.00
Saint Clair	1.00
Shelby	1.00
Sumter	1.00
Talladega	2.00
Tallapoosa	1.00
Tuscaloosa	2.00
Walker	1.00
Washington	0.50
Wilcox	0.50
Winston	1.00
<b>TOTAL</b>	<b>70.50</b>

**APPENDIX G: COST REIMBURSEMENT BUDGET FORM**

<b>Contract Number:</b>		<b>DHR USE ONLY</b>	<b>Taxpayer ID#:</b>		
<b>Agency:</b>					
<b>Address:</b>					
<b>Project Title:</b>					
<b>Budget Period:</b>	<b>1-Oct-12</b>		<b>to</b>	<b>30-Sep-14</b>	

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

**Itemize the sources of ALL non-departmental funds:**

				<b>Total Non-DHR \$ Funding:</b>	

**DHR USE ONLY**

**Approved for Mathematical Accuracy:**

<b>Assistance Payments, Finance Division</b>			<b>Date</b>
--	--	--	-------------



**APPENDIX G: COST REIMBURSEMENT BUDGET FORM**

<b>2. SUBCONTRACTS</b>	<b>All subcontracts require the Department's prior written approval.</b>				<b>TOTAL DHR SHARE</b>
					\$
					\$
					\$
					\$
					\$
				<b>TOTAL SUBCONTRACTS:</b>	\$
<b>3. TRAVEL</b>	<b>Out-of-state travel is not allowed.</b>				<b>TOTAL DHR SHARE</b>
				<b>Within project coverage area</b>	\$
				<b>In-state (out-of-coverage area)</b>	\$
					\$
				<b>Board Members - Within project coverage area</b>	\$
				<b>Board Members - In-state (out-of-coverage area)</b>	\$
					\$
				<b>TOTAL TRAVEL:</b>	\$
<b>4. SPACE</b>	<b>All repairs to facilities, regardless of the cost, require the Department's prior written approval.</b>				<b>TOTAL DHR SHARE</b>
				<b>Basic Local Phone Service</b>	\$
				<b>Long Distance</b>	\$
				<b>Rent/Lease</b>	\$
				<b>Use Allowance</b>	\$
				<b>Utilities</b>	\$
				<b>Upkeep (buildings/grounds)</b>	\$
				<b>Minor Repairs</b>	\$
				<b>Other (specify)</b>	\$
				<b>TOTAL SPACE:</b>	\$

<b>5. SUPPLIES</b>					<b>TOTAL DHR SHARE</b>
				<b>Office Supplies</b>	\$
				<b>Computer-related Supplies</b>	\$
				<b>Custodial Supplies</b>	\$
				<b>Other (specify)</b>	\$
				<b>TOTAL SUPPLIES:</b>	\$
<b>6. EQUIPMENT</b>		<b>The Department's prior written approval is required for all property items having a total unit or individual cost of \$100 or greater.</b>			<b>TOTAL DHR SHARE</b>
				<b>Purchase</b>	\$
				<b>Rental/Lease</b>	\$
				<b>Repairs</b>	\$
				<b>Maintenance Agreements</b>	\$
				<b>Use Allowance</b>	\$
				<b>Office Furniture</b>	\$
				<b>Office Furnishings</b>	\$
				<b>Other (specify)</b>	\$
				<b>TOTAL EQUIPMENT:</b>	\$
<b>7. OTHER</b>					<b>TOTAL DHR SHARE</b>
				<b>Membership Dues (itemize and attach a separate listing)</b>	\$
				<b>Subscriptions (itemize and attach a separate listing)</b>	\$
				<b>A-133 Audit</b>	\$
				<b>Liability Insurance</b>	\$
				<b>Attorney (Legal) Fees</b>	\$
				<b>Other (specify)</b>	\$
				<b>TOTAL OTHER:</b>	\$

## APPENDIX H: INSTRUCTIONS FOR COST REIMBURSEMENT BUDGET FORM

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

### Heading

<b>Contract Number</b>	Current Contract Number
<b>Taxpayer ID</b>	Federal Employer ID number
<b>Agency</b>	Official name of your organization
<b>Address</b>	Mailing address of business
<b>Project Title</b>	Name of quality enhancement project
<b>Budget Period</b>	October 01, 2012 through September 30, 2014

### 1. Personnel

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

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

**In the appropriate spaces, include** for the personnel listed the fringe benefits that are applicable to the Department's project.

### 2. Subcontracts

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

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

### 3. Travel

Include all travel-related costs regardless of the nature or purpose of the travel, for example, air fares, car rentals, hotels, per diem, mileage, etc., for travel incurred by staff and Board members. These costs should be broken out within project coverage area; in-state (out-of-project coverage area); and out-of-state. **Out-of-state travel is not allowed.**

#### 4. Space

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

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

**Rent/Lease:** Self explanatory.

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

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

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

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

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

#### 5. Supplies

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

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

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

#### 6. Equipment

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

**Purchase:** Include all costs associated with the intended procurement of property items needed to implement your proposed quality enhancement project. **The Department's prior written approval is required for all property items having a total unit cost of \$100 or greater, including the base price, taxes, shipping, handling and any additional add-on cost.** The term "unit" means collectively all requisite items which make a property item fully complete and functional. Property items comprised of multiple components must be considered collectively when calculating the total unit cost. For example, a fax machine may cost \$99 while the paper feeder attachment has a separate cost of \$25. These items collectively would make up a single property item (the paper feeder is considered a component of the fax machine) with a unit cost of \$124, plus taxes, shipping and handling, etc.

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

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

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

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

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

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

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

## 7. Other

**Membership Dues:** Itemize and attach a separate listing of all memberships in, and the associated dues paid to, professional associations or organizations. All memberships must be **directly related** to the Applicant's quality enhancement project. **(Include organizational dues only. Individual dues are not allowed.)**

**Subscriptions:** Itemize and attach a separate listing of all subscriptions to magazines, journals or other publications. All subscriptions must be **directly related** to the Applicant's quality enhancement project. **(Include organizational subscriptions only. Individual subscriptions are not allowed.)**

**A-133 Audit:** Include all costs associated with contracting with a CPA firm to conduct the required annual A-133 audit. This audit is required only for Contractors who receive more than \$500,000 in federal funds.

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

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

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

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

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

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

**APPENDIX I: FIXED RATE BUDGET FORM**

Contract Number: \_\_\_\_\_ Taxpayer ID#: \_\_\_\_\_

Agency: \_\_\_\_\_

Address: \_\_\_\_\_

Project Title: \_\_\_\_\_

Budget Period: \_\_\_\_\_ to \_\_\_\_\_

A	B		C		D
SERVICE DESCRIPTION	RATE PER UNIT		NUMBER OF UNITS (as applicable)		TOTAL COST (as applicable)
		X		=	
		X		=	
		X		=	
		X		=	
		X		=	
		X		=	
		X		=	
		X		=	
		X		=	
		X		=	
		X		=	

**MAXIMUM DHR FUNDING FOR BUDGET PERIOD (sum of column D or overall total, as applicable)** \_\_\_\_\_

**DHR USE ONLY**

Approved for  
Mathematical  
Accuracy:

\_\_\_\_\_

Assistance Payments, Finance Division

\_\_\_\_\_

Date

## **APPENDIX J: INSTRUCTIONS FOR FIXED RATE BUDGET FORM**

All budgeted 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.

**Contract Number:** *To be assigned by the Department.*

**Taxpayer ID:** *Self-explanatory.*

**Agency:** *Self-explanatory.*

**Address:** *Self-explanatory.*

**Project Title:** *Self Explanatory.*

**Budget Period:** *The period during which the budget will be in effect, normally the fiscal year, October 1 through September 30, unless otherwise advised by the Department.*

- A. Service Description** List each unit of service to be provided under the contract using a brief descriptor, for example, Enter the total amount of non-DHR funds to be used to pay in whole or in part for any cost associated with the project.
- B. Rate Per Unit** Enter the agreed upon cost rate per unit of service.
- C. Number of Units** Enter the number of units of service to be provided, as applicable, for the item listed in Column B.
- D. Total Cost** Multiply Column C times Column B, as applicable.
- MAXIMUM DHR FUNDING** Enter the sum of Column D.

**APPENDIX K: USE ALLOWANCE – EQUIPMENT FORM**

Project  
 Title: \_\_\_\_\_

Address: \_\_\_\_\_

No.	Item of Equipment	Date Acquired	Cost (Excluding Federal Funds)	Rate	% of Use By Project	Annual Allowance
			\$	6 2/3%	%	\$
			\$	6 2/3%	%	\$
			\$	6 2/3%	%	\$
			\$	6 2/3%	%	\$
			\$	6 2/3%	%	\$
			\$	6 2/3%	%	\$
			\$	6 2/3%	%	\$
			\$	6 2/3%	%	\$
			\$	6 2/3%	%	\$
			\$	6 2/3%	%	\$
			\$	6 2/3%	%	\$
			\$	6 2/3%	%	\$
			\$	6 2/3%	%	\$
			\$	6 2/3%	%	\$
			\$	6 2/3%	%	\$
			\$	6 2/3%	%	\$
			\$	6 2/3%	%	\$
Total Use Allowance Attributable to Project:						\$

I hereby certify that the information contained on this form as to the cost of equipment (excluding federal funds) is true and correct to the best of my knowledge.  
 Signed: \_\_\_\_\_ Title: \_\_\_\_\_

## APPENDIX L: INSTRUCTIONS FOR USE ALLOWANCE – EQUIPMENT FORM

This form is to be used to compute a use allowance for equipment owned by contract agencies (excluding equipment purchase in whole or in part with federal funds) and to be used in the contract program used privately owned space. **No use allowance may be charged on any equipment item that is fully depreciated (over five years old).**

List the number assigned to the equipment, item of equipment and the date acquired in the spaces provided.

1. Cost – Show the actual cost of the equipment item (**excluding federal funds**) in the space provided. Do NOT include in this cost items which will not be used by the program.
2. Percent of Use by Project – For equipment items used in more than one project, compute the percentage of time attributable to this contract program.
3. Annual Allowance – Multiply the cost by 6 2/3% by Percent of Use by Project to determine the annual allowance.
4. Total Use Allowance Applicable to Facility – Add the annual allowance column to arrive at this figure and list in FM-2 under Equipment (use allowance).

---

### Depreciation Allowance

In lieu of a use allowance, a contractor may opt to charge a depreciation allowance for the equipment described above. The maximum annual depreciation allowance is the cost (as described above) less the documented salvage value (or 10% if actual salvage value is not available) divided by the useful life of the equipment (5 years), as follows:

STEP 1:		Cost (as described above)			
	-	Salvage Value (or 10%)			
	=	Net Cost			
STEP 2:		Net Cost			
	/	Useful Life (5)			
	=	Gross Annual Depreciation Allowance			
STEP 3:		Gross Annual Depreciation Allowance			
	X	Percent time used this contract program			
	=	Net Annual Depreciation Allowance			

STEP 4: Divide the NET annual depreciation allowance from STEP 3 by 12 to derive the monthly depreciation allowance attributable to this contract program and include the monthly depreciation amount on the FM-02 (Cost Reimbursement Budget) under Equipment (depreciation allowance). **No depreciation allowance is permitted on any equipment item that is fully depreciated (older than 5 years).**

**APPENDIX M: USE ALLOWANCE - SPACE**

Project Name and Location  
Title: \_\_\_\_\_ of Building: \_\_\_\_\_

Type Construction	Date Acquired	Cost (Excluding Land & Federal Funds)	Rate	Annual Allowance
			2%	\$

Other Expenses Applicable to Entire Building (Specify Nature):

	\$	
	\$	
	\$	
	\$	\$
<b>Total Expenses Applicable to Entire Building:</b>		\$

**Total usable square feet:** \_\_\_\_\_

Annual cost per square foot (divide total expense by total square feet) \_\_\_\_\_  
Square feet to be used by project (details below) \_\_\_\_\_

Pro rata annual cost to project (annual cost per square foot X square feet Occupied by project) \$ \_\_\_\_\_

Percent of time chargeable to this project: \_\_\_\_\_ x \_\_\_\_\_ %

**TOTAL COST APPLICABLE TO PROJECT:** \$ \_\_\_\_\_

**SQUARE FEET TO BE USED BY PROJECT:**

<u>Number and Type of Rooms</u>	<u>Size</u>	<u>Square Feet</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
<b>TOTAL SQUARE FEET:</b>		_____

I hereby certify that the information shown in detail above as to the cost of the building (excluding land and federal funds) and any other cost applicable to the building is true and correct to the best of my knowledge.

Signed: \_\_\_\_\_ Title: \_\_\_\_\_

## **APPENDIX N: INSTRUCTIONS FOR USE ALLOWANCE FORM – SPACE**

This form is to be used to compute a use allowance (in lieu of rent) for privately owned space.

1. Cost – Show actual cost, excluding land and federal funds. Where actual cost records have not been maintained, a reasonable estimate of the original acquisition cost may be used in the computation. It is suggested that architects in the area be consulted.
2. Annual Allowance – Compute by multiplying the cost by the annual rate of 2%.
3. Other Expenses Applicable to Entire Building – This may include utilities, janitorial services, garbage collections, etc., when these costs are prorated to other projects on this basis.
4. Total Usable Square Feet – Show total usable square feet for the entire building.
5. Annual Cost per square Foot – Divide total expense by total square feet.
6. Square Feet to be Used by Project – List total square feet as computed on bottom of FM-05 under “Square Feet to be Used by Project.”
7. Pro Rata annual Cost to Project – Multiply annual cost per square foot by square feet occupied by project.
8. Percent of Time Chargeable to This Project – This time would normally be shown at 10%. However, when the same space is being utilized by two or more separate projects, the percent of time must be prorated between the projects sharing the space. The amount of time applicable to this project would be divided by the total time the space is occupied by all projects to arrive at this percentage.
9. Total Cost Applicable to Project – Multiply Pro rata Annual cost to Project by Percent of Time Chargeable to this Project to determine the total certified cost applicable to the project. List this amount in the space provided on FM-02 under Space.
10. Square Feet to be Used by Project – Compute the number of square feet applicable to the project for each room as indicated and show the total square feet in the space provided.

**APPENDIX O: COMPARABLE RENT FORM**

**STATEMENT OF COMPARABLE RENT**

The monthly charge for service and maintenance cost is not in excess of rent for comparable space and facilities in this community, and in support of this is given below a statement to this effect:

Name: \_\_\_\_\_ City: \_\_\_\_\_

Qualifications: \_\_\_\_\_  
(Realtor, Bank Official, Individual familiar with Rental Rates)

**STATEMENT**

TO: ALABAMA DEPARTMENT OF HUMAN RESOURCES

I have examined the space occupied by the \_\_\_\_\_  
(Project Name)  
\_\_\_\_\_ or am acquainted with the space from personal knowledge, and it is my opinion that current rental in this community for similar space with comparable services and facilities (as set forth below) in a privately owned building would be at a cost per month of \$\_\_\_\_\_. (Please provide a monthly cost.)

Date: \_\_\_\_\_ Signed: \_\_\_\_\_

Space occupied (excluding halls and rest rooms): \_\_\_\_\_ square feet.

Facilities furnished: \_\_\_\_\_

## **APPENDIX P: INSTRUCTIONS FOR COMPARABLE RENT FORM**

### **STATEMENT OF COMPARABLE RENT – NON-PUBLIC BUILDING**

This form is to be completed by programs occupying space in private (non-public) buildings. Rent cannot be paid on publicly owned buildings.

Contractors are to have three (3) statements completed by realtors or bank officials submitted with the FM-02 (Cost Reimbursement Budget) form. The title and qualifications of persons making such estimates should be included.

Public contractors are to have three comparable rent statements completed and submitted with form FM-05 (Use Allowance – Space) and Form FM-02 (Cost Reimbursement Budget).

Persons completing this form must have no financial interest in the building to be occupied.