



**ALABAMA DEPARTMENT OF HUMAN RESOURCES
REQUEST FOR PROPOSALS**

PROCUREMENT INFORMATION	
RFP Number: 2018-100-01	RFP Title: <i>Alabama Educational Assistance Programs</i>
Proposal Due Date and Time: <i>Thursday, May 03, 2018</i> 12:00 p.m., Central Time	Number of Pages: 40
Procurement Officer: Vicki Cooper-Robinson, Procurement Manager Phone: (334) 353-2471 E-mail Address: vicki.robinson@dhr.alabama.gov Website: http://www.dhr.alabama.gov	Issue Date: <i>Thursday, March 22, 2018</i>
	Issuing Division: Family Services

INSTRUCTIONS TO VENDORS	
Submit Proposal to: Starr Stewart, Director Resource Management Division/Office of Procurement Alabama Department of Human Resources Gordon Persons Building, Second Floor-Room Q3-019 50 Ripley Street Montgomery, AL 36130-4000	Label Envelope/Package: RFP Title/Number: <i>Alabama Educational Assistance Programs /2018-100-01</i> Proposal Due Date: <i>Thursday, May 03, 2018</i> Special Instructions:

VENDOR INFORMATION	
<i>(Fill in the information fields below and return this form with RFP response)</i>	
Vendor Name/Address: (no P.O. Boxes)	Authorized Vendor Signatory:
DUNS NUMBER: _____	(Please print name and sign in ink)
Vendor Phone Number: ()	Vendor FAX Number: ()
Vendor Federal I.D. Number:	Vendor E-mail Address:
Indicate whether this proposal is an original or a copy. <input type="checkbox"/> Original <input type="checkbox"/> Copy	
Total number of proposal pages: _____	
Trade Secret Declarations: (<u>reference section/page(s) of trade secret declarations</u>)	

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VENDOR'S RFP CHECKLIST

1. _____ **Read the entire document.** Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal;

licensing requirements; contractual requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).

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

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

SCHEDULE OF EVENTS

The following RFP Schedule of Events represents the Department's best estimate of the schedule that will be followed. Unless otherwise specified, the time of day for the following events shall be between 9:00 a.m. and 12:00 p.m., Central Time. The Department reserves the right, at its sole discretion, to adjust this schedule, as it

deems necessary. Notification of any adjustment to the Schedule of Events shall be posted on the Department's website at www.dhr.alabama.gov as detailed in Section 1.5.3 of this RFP. Vendors should refer to the website periodically for changes to the RFP.

EVENT	DATE
RFP Issue Date	March 22, 2018
Deadline for Receipt of Written Questions	April 05, 2018
Deadline for Posting of Written Responses to Questions	April 12, 2018
Proposal Due Date	May 03, 2018
Evaluation of Proposals and Selection of Vendors	May 15-18, 2018
Intended Date for Notice of Intent to Award a Contract	June 08, 2018

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 administer the *Alabama Educational Voucher Program (ETVP)* and the *Fostering Hope Scholarship Program (FHS) through the Alabama Education Assistance Programs* which provides federal and state financial assistance to eligible youth who are enrolled in an accredited postsecondary institution of higher education. Under the Promoting Safe and Stable Families Amendments of 2001, the Department receives federal funding to provide postsecondary educational and training vouchers to eligible youth who are in or age out of foster care or who have been adopted from foster care after turning 16 years old. *ETVP* allows the Department to expand and supplement assistance currently being provided to former and eligible foster care youth and specifically helps them to begin, continue or complete their educational and vocational goals. The Alabama ACT No. 2015-121 provides the Department with state funding relating to a tuition scholarship program for current or former foster youth in Alabama. A more complete description of the services sought for this project is provided in Section 3, Scope of Project. Proposals submitted in response to this solicitation must comply with the instructions and procedures contained herein.

1.1 ELIGIBLE ENTITIES

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

1.2 REQUIRED LICENSURE/CERTIFICATION/CREDENTIAL

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

1.3 CONTRACT TERM

The initial contract term is for a period of **three (3)** years beginning *October 01, 2018* and ending *September 30, 2021*. 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 **two (2)** years, at the option of the Department. *Selected vendors must be fully operational on October 01, 2018.*

1.4 POINT OF CONTACT

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

Vicki Cooper-Robinson, Procurement Manager
Office of Procurement
Alabama Department of Human Resources
Gordon Persons Building, Second Floor-Room Q3-012
50 Ripley Street
Montgomery, AL 36130-4000
Telephone Number: (334) 353-2471
E-mail Address: vicki.robinson@ahr.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, April 05, 2018**. Each question must reference the section, page, and item in question. Vendors must submit all questions posed in a single email message to the procurement officer. Questions received after the deadline will not be considered.

1.5.3 DEPARTMENT'S RESPONSES

The Department will provide an official written answer by **Thursday, April 12, 2018** to all questions received by the deadline on **April 05, 2018**. The Department's response will either provide clarification of the applicable issue or be in the form of a correction to this RFP. Vendor questions and the Department's responses, as well as any formal written addendum will be posted on the Department's website at www.dhr.alabama.gov by the close of business on the date listed.

1.6 MANDATORY REQUIREMENTS

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

1.6.1 DEADLINE FOR RECEIPT OF PROPOSALS

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

1.6.2 LEGAL STATUS LETTER OR TAXPAYER IDENTIFICATION NUMBER FORM

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

1.6.3 DISCLOSURE STATEMENT

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

1.6.4 CERTIFICATE OF COMPLIANCE

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

1.6.5 E-VERIFY MOU

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

1.6.6 IMMIGRATION STATUS FORM

Vendors must submit immigration status form documentation with their proposals.

1.6.7 AUTHORIZED VENDOR SIGNATORY

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

1.6.8 DUNS NUMBER

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

1.7 GENERAL REQUIREMENTS

1.7.1 ACCEPTANCE OF STANDARD TERMS AND CONDITIONS

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

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

1.7.2 UNDERSTANDING OF SPECIFICATIONS AND REQUIREMENTS

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

1.7.3 PRIMARY VENDOR/SUBCONTRACTORS

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

1.7.4 VENDOR'S SIGNATURE

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

1.8 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, DVD, or thumb drive clearly labeled with the Vendor's name and the RFP title and number to:

**Starr Stewart, Director
Resource Management Division/Office of Procurement
Alabama Department of Human Resources
Gordon Persons Building, Second Floor - Room Q3-019
50 Ripley Street
Montgomery, AL 36130-4000**

Proposals must subscribe to the section/subsection headings and numbering format (i.e., **4.2.5.1 Vendor Qualifying Information**) as specified in *Section 4 Proposal Format and Instructions*. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the **RFP# 2018-100-01 Alabama Educational Assistance Programs. Proposals must be received at the receptionist's desk of the Resource Development-Office of Procurement by 12:00 p.m., local time, May 03, 2018** 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 are NOT accepted.

1.8.2 FAILURE TO COMPLY WITH INSTRUCTIONS

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

1.8.3 COST PROPOSAL FORMS

Vendors **must** respond to this RFP by utilizing the cost proposal forms found in *Appendix F*. 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 3rd Sp. Sess., p 817, §1.). Any awards resulting from this RFP will be made based on stated evaluation criteria. The weight assigned to each criterion denotes the relative importance of that criterion. No criteria, other than that identified in this RFP, will be used.

2.1 VENDOR COMPETITION

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

2.2 NONDISCRIMINATION

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

2.3 CERTIFICATE OF COMPLIANCE AND E-VERIFY MOU

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

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

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

2.4 NO BOYCOTT CLAUSE

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

2.5 TERMINATION/ALTERNATIVE RESOLUTION

For any and all disputes arising under the terms of any contract resulting from this procurement, vendors hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including but not limited to, mediation by and through the Attorney General's Office of Administrative hearings or where appropriate, private mediators.

2.6 MERIT SYSTEM EXCLUSION

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

2.7 IMMIGRATION CLAUSE

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

2.8 DUNS NUMBER

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

2.9 PROPOSAL EFFECTIVE PERIOD

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

2.10 TRADE SECRETS

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

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

2.11 PRE-SCREENING AND EVALUATION OF PROPOSALS

2.11.1 PRE-SCREENING

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

2.11.2 EVALUATION OF PROPOSALS

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

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

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

2.13 BEST AND FINAL OFFER

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

2.14 PUBLIC REQUESTS FOR INFORMATION

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

2.15 COST OF PREPARING A PROPOSAL

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

2.16 DEPARTMENT’S RIGHTS RESERVED

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

2.16.1 PRE-SELECTION DISCRETION

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

2.16.2 POST-SELECTION DISCRETION

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

2.16.3 WAIVERS

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

2.16.4 NEGOTIATIONS

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

2.16.5 ADOPTION OF IDEAS

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

2.16.6 ORAL PRESENTATIONS

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

2.16.7 AMENDMENTS

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

2.16.8 NO GUARANTEE OF CONTRACT

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

2.16.9 RIGHT TO INVESTIGATE AND REJECT

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

2.16.10 DISCLAIMER

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

SECTION 3: SCOPE OF PROJECT

3.0 ALABAMA EDUCATIONAL ASSISTANCE PROGRAMS

The goal of the Alabama Educational Assistance Program is to provide the economic and personal supports eligible youth need to attend and complete post-secondary training and education programs through the Alabama Educational Training Voucher Program (ETVP) or Fostering Hope Scholarship (FHS). ETVP provides funding with support and guidance to youth 17-23 years of age as needed throughout their participation in a post-secondary or vocational training program. FHS provides funding for tuition and required fees to youth 17- 26 years of age throughout their participation in post-secondary or vocational training programs. The Alabama Education Assistance Programs will complement the Alabama Transitional Living Services Program and provide a continuum of state services to help youth become educated, trained and ready to enter the workforce.

For ETVP, there is a 20% match requirement for this procurement. The match will be the responsibility of the selected vendor and may be an in-kind or indirect services match.

3.1 PARTICIPANT ELIGIBILITY REQUIREMENTS

The Department will verify the eligibility of potential participants for the programs. Eligibility varies between the two programs:

- A. For ETVP, youth ages 17 to 21 years of age who will age out of the foster care system after turning 18 or for whom adoption from foster care was finalized at 16 or older are eligible. Youth 17 years of age and older in care who have earned a high school diploma, a diploma or certification equivalent to a high school degree, or youth exempt from compulsory school attendance also meet eligibility requirements. For FHS, youth who have received their high school diploma or equivalent while still in the foster care system, or those for whom adoption or kinship guardianship care was finalized at 14 years or older are eligible.
- B. Students participating in the ETVP on their 21st birthday remain eligible until their 23rd birthday as long as they are enrolled in a post-secondary or vocational training program and are making satisfactory progress toward completion of their course of study. Students receiving FHS are eligible until age 26 as long as they are making satisfactory progress toward completion of their course of study.
- C. Students must apply each academic year. Those students who already participate in **the programs** and choose to reapply are priority; their applications will be processed first, and in order of the date received, followed by new incoming applications which will be processed in the order of date received.
- D. Students who apply for the programs for the first time will be processed after the priority pool in order of the date their application is received, but within no later than 30 days receipt of a completed application.
- E. Students from Alabama who temporarily move out of state to attend postsecondary or vocational school are eligible for ETVP funds on the same basis as youth who attend in-state.
- F. Students from other states who permanently move to Alabama and subsequently enroll in postsecondary or vocational school may apply for the ETVP in Alabama.
- G. Students from other states who already receive ETVP and move to Alabama for the sole purpose of attending postsecondary or vocational school should continue to receive ETVP support from their original state of residence as long as they remain eligible for the program.

- H. To continue eligibility for FHS after the first year, students must complete annual volunteer requirements of 50 hours per semester or 100 hours per calendar year, or are required to work 5 hours per week.

3.2 CORE REQUIREMENTS

The vendor must provide the following services:

3.2.1 ADMINISTRATIVE SERVICES

- A. Process applications for both programs
1. Obtain Departmental verification of participants' eligibility.
 2. Issue vouchers in accordance with federal, state and agency policies and provide the Department with funding needs for FHS.
 3. Ensure there is no duplication of funding for students from other states who permanently move to Alabama and subsequently enroll in college or vocational school and apply for the ETVP in Alabama.
- B. Monitor and support students' progress as well as partner with State Mentors with the FHS.
- C. Utilize volunteers or persons not charged to the contract to provide adjunct services to students.
- D. Reports
1. Provide quarterly fiscal reports and regular program reports to the state AL CHAFEE Program Specialist.
 2. Provide End of Semester and End of Year program and fiscal reports that account for the use of the ETVP / FHS funds to provide assistance to students in the format prescribed by the Department.
 3. Record and invoice for ETVP participants separately from other student populations.
- E. Confidentiality
1. Ensure confidentiality regarding communications between students, volunteers and your organization, while ensuring open and complete communication between your organization and the Department on all matters associated with the Program.
- F. Coordinate with State, County and other service providers to provide ETVP / FHS information to youth and organizations with links to eligible youth as well as colleges, high schools, etc. Maintain the AL ETVP / FHS page on the web site at www.statevoucher.org.

3.2.2 OUTREACH AND COMMUNICATIONS

- A. Develop and implement an outreach and communications plan in the state to build awareness of the programs and identify qualified applicants.
- B. Develop and distribute descriptive information about the programs to assist the Department with the National Youth in Transition Database compliance and the Chafee Independence Program.
- C. Provide information to youth and organizations with links to eligible youth, Alabama transition centers, private agencies, colleges, universities, high schools, and etc.

3.2.3 MONITORING

- A. Ensure operating procedures exist for verifying that ETVP/FHS funds are used for designated purposes of the program.

- B. Ensure that ETVP funds do not supplant or duplicate other Federal funding designated for the same purposes.

3.2.4 PROGRAM AND FINANCIAL REPORTS

- A. Submit electronic End-of- Semester and End-of-Year reports to the Transitioning Youth Services Program Specialist or designee. Electronic reports must be encrypted and password protected.
- B. Provide satisfaction survey results.
- C. Submit an end of semester regional summary report that includes: 1) the total number of applications received, 2) pending applications, 3) total number of applications/students funded, 4) total amount of funding for those students, 5) number of students transferred from other states whose funding is covered by their home state, 6) students transferred from other states who subsequently enroll in ETVP/**FHS** whose funding is covered by Alabama, and 7) the number of applications/students unable to fund and reason.
- D. Submit an end of the year report (a comprehensive summary of the results of the programs and associated program and administrative costs) including participant's name, age, SSN, funding and support services received, purpose of funding (such as tuition, housing, living expenses, etc.), specify whether they are attending a post-secondary or vocational training school, GPA, academic progress, and participation status (e.g., regular student, on probation, or suspended).
- E. The vendor must serve youth meeting the definition of Undocumented Refugee Minors and separately account for **ETVP / FHS** expenditures and other services in all programmatic and financial reporting.

3.2.5 REVIEW OF BOOKS AND RECORDS

- A. The vendor will provide the State of Alabama access to data systems and other files in order to examine its books and records pertaining to the ETVP/**FHS**.
- B. Promptly provide such other financial and expenditure information as the state may reasonably request.

3.2.6 VENDOR'S DOCUMENTATION REQUIREMENTS

- A. The vendor must maintain files on each student/participant, which must include, at a minimum:
 - 1. Participant application and supporting documentation for determining eligibility. Verification that the educational or vocational institution is an approved institution. Copies of transcripts, financial aid award letters, etc., as required;
 - 2. Award amount verification;
 - 3. Documentation to support award expenditures to include any disbursement, disbursement voided or adjusted;
 - 4. Student academic progress;
 - 5. Documentation of additional resources. Include resource information and services provided to support the student in attainment of their educational and employment goals and connections to caring adults; and
 - 6. Completed satisfaction surveys.

3.2.7 MINIMUM EMPLOYEE QUALIFICATIONS

Persons with responsibilities for ETVP / FHS administration and operations, including accepting applications, providing student support, collaborating with other entities must meet either of the following minimum qualifications:

- A. A bachelor's degree from an accredited college or university in the area of social work, business, finance, accounting or a related field.
- B. Two years of full-time experience working with youths represented in the foster care system.

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, black print. Proposals must be printed/copied onto one side of standard (8½ x 11) white typing/copier paper. *Paragraphs must be double-spaced.* All proposals (the original and copies) must include labeled tabs that correspond with the bolded sections and subsections (titles and numbers) to which the information pertains as specified in Section 4 of this document. **Do not use adhesive tabs (on pages of the proposal), 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. **Proposals that do not adhere to the specified format may be deemed non-responsive.**

4.2.1 COVER SHEET

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

4.2.2 TABLE OF CONTENTS

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

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

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

4.2.4 LICENSES/CERTIFICATES/CREDENTIALS

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

4.2.5 TECHNICAL PROPOSAL

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

4.2.5.1 VENDOR QUALIFYING INFORMATION

4.2.5.1.1 *Vendor Profile and Experience*

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

4.2.5.1.2 *Past and Present Contractual Relationships with the Department*

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

4.2.5.1.3 *Contract Performance*

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

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

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

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

4.2.5.1.4 Project Staff/Resumes/Job Descriptions

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

4.2.5.1.5 Staff Performance Evaluations and Training

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

4.2.5.1.6 Background Checks

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

4.2.5.2 VENDOR FINANCIAL STABILITY

Vendors must submit an audited financial statement for year 2016 and letters from the auditor(s) who performed the 2015 and 2014 financial audits. Vendors of newly formed organizations, who have been in business less than one year must submit copies of any official quarterly financial statements (from a financial institution) that have been prepared since the end of the period reported by your most recent annual report.

4.2.5.3 METHOD OF PROVIDING SERVICES

4.2.5.3.1 Service Delivery Approach

Vendors must provide a detailed description of the work plan and the methods to be used that will convincingly demonstrate to the Department what the vendor intends to do, the timeframes necessary to accomplish the work, and how the work will be accomplished. Vendors must identify the counties/regions to be served by the proposed project. *All services as specified in Section 3: Scope of Project must be addressed in the Service Delivery Approach.*

4.2.5.3.2 Start-up Plan

Vendors must include a detailed project schedule that is comprised of the detailed work plan for the entire project. This section should also include any proposed additions to the tasks outlined in the *Section 3: Scope of Work*. ***The selected vendor must be fully operational on October 01, 2018.***

4.2.5.3.3 Assessment of Benefits and Impact

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

4.2.5.3.4 *Office Location*

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

4.2.5.4 **VENDOR CERTIFICATIONS**

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

4.2.5.4.1 *Revolving Door Policy*

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

4.2.5.4.2 *Debarment*

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

4.2.5.4.4 *Standard Contract*

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

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

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

4.2.5.4.9 *Financial Accounting*

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

4.2.5.4.10 Vendor Work Product

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

4.2.5.5 ATTACHMENTS

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

4.2.5.5.1 Disclosure Statement

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

4.2.5.5.2 Trade Secret Affidavit

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

4.2.5.5.3 Certificate of Compliance

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

4.2.5.5.4 E-verify Memorandum of Understanding (MOU)

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

4.2.5.5.5 Immigration Status Form

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

SECTION 5: COST PROPOSAL

5.0 COST PROPOSAL

Funding is dependent on the availability of federal and/or state appropriations. The Department intends to award one contract as a result this RFP. The selected Vendor is prohibited from using funds received from the Department to replace any other federal, state, or local source of funds awarded under any other contract. Additionally, funds may not be used as match (in-kind or cash match) for any other funding opportunity (grant application) in which the selected Vendor may be participating.

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 Reimbursement Budget*. A narrative description of each line item and also the responsibilities of all personnel must also be submitted. Vendors must submit three (3) annual budgets for the following periods: 1) Year 1 for *October 01, 2018* through *September 30, 2019*; and 2) Year 2 for *October 01, 2019* through *September 30, 2020*. 3) Year 3 for *October 01, 2020* through *September 30, 2021*.

5.1 METHOD OF PAYMENT

Reimbursement for services provided pursuant to this procurement will be made on a cost reimbursement basis. *Administrative costs must not exceed 10 percent.*

The Department does not provide cash advances to vendors. The selected vendor must submit invoices after it has provided the goods or services being invoiced in a timely manner.

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 Reimbursement Budget** will be based on the following scoring scale.

Category	RFP Section	Point Value
Vendor Qualifying Information	35% of points for a possible 350 points	
A. Vendor Profile and Experience	4.2.5.1.1	275
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	25
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
Method of Providing Services	45% of points for a possible 450 points	
A. Service Delivery Approach	4.2.5.3.1	425
B. Start-up Plan	4.2.5.3.2	15
C. Assessment of Benefits and Impact	4.2.5.3.3	10
D. Office Location	4.2.5.3.4	0
E. Vendor Certifications	4.2.5.4.	0
Cost Reimbursement Budget	25% of points for a possible 250 points	
A. Budget	5.0	250

APPENDIX A: STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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 knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama and any location. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

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

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

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

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

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

TERMINATION OF CONTRACT: 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.

TERMINATION/ALTERNATIVE DISPUTE RESOLUTION

For any and all disputes arising under the terms of any contract resulting from this procurement, vendors hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including but not limited to, mediation by and through the Attorney General's Office of Administrative hearings or where appropriate, private mediators.

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 _____)
County of _____)ss.

_____ (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:

- 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".
- 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:

- 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.
- 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.

- 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;
- Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this _____ day of _____ 20____.

Name of Contractor/Grantee/Recipient

By: _____

Its _____

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

this _____ day of _____ 20_____.

WITNESS: _____

Printed Name of Witness

APPENDIX E: IMMIGRATION STATUS FORM

IMMIGRATION STATUS

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

Signature of Contractor

Witness

APPENDIX F: 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. TOTAL PROJECT FUNDING (sum lines 1-7)	\$
9. LOCAL SHARE	
10. OTHER FEDERAL SHARE	
11. MAXIMUM DHR SHARE (line 8 minus lines 9 and 10)	
12. PERCENT DHR SHARE OF TOTAL PROJECT FUNDING (Line 11 divided by line 8)	

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

	In-state (out-of-coverage area)	\$
		\$
	Board Members - Within project coverage area	\$
	Board Members - In-state (out-of-coverage area)	\$
	TOTAL TRAVEL:	\$
4. SPACE	All repairs to facilities, regardless of the cost, require the Department's prior written approval.	
	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	\$
	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 G: INSTRUCTIONS FOR 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.

PAGE 1

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 01, 2018 through September 30, 2019*; and 2) Year 2 for *October 01, 2019 through September 30, 2020*. 3) Year 3 for *October 01, 2020 through September 30, 2021*.

Include the totals for the seven expenditure sections from pages 2-3. In addition, include the following additional items:

8. **TOTAL PROJECT FUNDING:** Enter the sum of lines 1-7. This should reflect the total amount of funds from all funding sources to be used to fund the project.
9. **LOCAL SHARE:** Enter the total amount of local funds from all non-federal sources (including in-kind contributions) to be used, in whole or in part, to fund the project. Itemize the sources and amounts under the Comments section.
10. **OTHER FEDERAL SHARE:** Enter the total amount of federal funds received from sources other than DHR to be used, in whole or in part, to fund the project. Itemize the sources and amounts under the Comments Section.
11. **MAXIMUM DHR SHARE:** Subtract lines 9 (Local Share) and 10 (Other Federal Share) from line 8 to reflect the maximum DHR share of the total projected funding.
12. **PERCENT DHR SHARE:** Enter the DHR share as a percent of the total project funding by dividing line 11 by line 8.

COMMENTS: Itemize, as applicable, the sources and amounts of all funds represented in lines 9 and 10 above. In addition, include, as applicable, a brief description of each income-generating activity.

NOTE: *Contractors must obtain the Department's prior approval to earn program income in the course of administering this project. (See the Contract Compliance Requirements document for additional instructions pertaining to earning and accounting for program income.)*

PAGE 2

On pages 2 and 3 of the budget forms, clearly designate all line items that represent costs in which DHR will not participate in whole or in part, (i.e., in-kind costs, unallowable costs, etc.). All costs for the line items so designated must be paid in full with non-DHR funds.

PERSONNEL: Itemize each type of position separately. In addition, itemize each like position with different annual salary amounts or different percentages of time spent on the project. Attach an additional sheet if necessary (use the same column headings).

- A. **Number of Persons** – List the number of persons having same position, salary, percentage (%) of time worked on project, and months or pay periods to be employed.
- B. **Position** – Identify the Position Title. Designate part-time employees by placing (PT) after position title.
- C. **Gross Salary Per Pay Period** – Show total projected salary per pay period (monthly, biweekly, weekly or hourly rate) and indicate the pay frequency that will be used to pay the employee during the contract period identified for this RFP. Include any anticipated salary increases. When a salary increase is anticipated during the contract period, show the position for the number of pay periods at each salary level.
- D. **Percent (%) Time on Project** – Show the percentage of time employee works on this project.
- E. **Pay Periods to be Employed** – Show pay periods to be worked at each salary level.
- F. **Cost** – Multiply A x C x D x E to arrive at the total cost. Total all staff position costs to arrive at personnel subtotal.

Example:

A. Number of Persons	B. Position Description	C. Gross Salary Per Pay Period	D. %Time on Project	E. Pay Periods to be Employed	F. Cost
1	Director	\$900 (Month)	100	8	\$7,200
		950 (Monthly)	100	4	3,800
4	Aides	200 (biweekly)	100	26	20,800
1	Bookkeeper	4.50 (hourly)	50	2080	4,680
Subtotal					\$36,480

Fringe Benefits: Itemize fringe benefit costs and insert the appropriate subtotal.

Total Personnel: Add the subtotals for personnel and fringe benefits.

SUBCONTRACTS: Itemize individually each subcontract for a major component of the contracted program, including, but not limited to, program administration, determining eligibility for services, etc. Attach an additional sheet if necessary and use the same column headings. **All subcontracts require the Department's prior written approval.** (See the Contract Compliance Requirements document for additional instructions.) **Do NOT include** costs associated with maintenance agreements, lease agreements, financial audits, data processing services, contract labor or other services for which there is a specific budget line item.

PAGE 3

TRAVEL: Refers to staff travel. In-state refers to travel within the State of Alabama, directly related to, and required in the performance of an employee's duties under the current contract. **Eligible in-state travel will be reimbursed at the authorized State mileage and per diem rates in effect at the time the cost is actually incurred.** (Rates are available from the Department upon request.) **All out-of-state travel requires the Department's prior written approval.** Only reasonable and actual expenses incurred for out-of-state travel are allowable.

SPACE:

Telephone: Actual costs are to be budgeted when used solely for the contract program. When the contract program is part of a larger operation, the monthly charges should be prorated based on sound accounting principles. A long distance log must be maintained to document long-distance charges to be billed to the program. **Do NOT include deposit fees or the cost of purchasing telephones or telephone networks or systems.**

Rent/Lease: Rent is allowable pursuant to federal guidelines. Three statements of comparable rent (FM-04) are required and the lowest rent statement will be used as the maximum allowable rent. These statements should be maintained on file at the agency. Rent should be prorated according to the square footage occupied by overall operation when the project is only one component of a larger program. The above form is available from the Department upon request.

Use Allowance: To be used when the program occupies a building that it owns. A Use Allowance – Space form (FM-05) and three comparable rent statements (FM-04) are required and should be maintained on file at the agency. Copies of these forms are available from the Department upon request.

Utilities: Include all utilities associated with power, gas and water. These costs should be prorated on the same basis as rent. **Do not include such costs as Cable TV, cell phone, telephone or Internet access.**

Upkeep (buildings/grounds): Include costs for persons such as a janitor, lawn-keeper or maintenance person when the person is not otherwise an employee. **Do NOT include any costs that are the responsibility of the owner or lessor.**

Minor Repairs: Include only minor repairs. An example of a minor repair is replacing broken window panes or painting an office. Renovations such as constructing a new wall, remodeling a room, etc., are not allowable. **Do NOT include any costs that are 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.

SUPPLIES:

NOTE: *COMPETITIVE BIDS MAY APPLY.*

Office Supplies: Include general office supplies, for example, pencils, paper, carbon paper, erasers, etc.

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

Other (specify): Include an itemized listing and detailed description of each item. Attach a separate itemized listing as needed.

EQUIPMENT: The Department's prior written approval is required before procuring any equipment with funds received under the contract, regardless of the cost. Attach an itemized listing for equipment represented in the following line items and include detailed identifying information for each item, for example, make, model, serial number, model number, cost, inventory number and the name of the user.

Rental/Lease: Include, as applicable, all costs associated with the rental or lease of equipment. (An itemized list must be attached, as described above.)

Use Allowance: A use allowance for equipment owned by the contractor and used in the contract program may be included in lieu of the depreciation allowance only if the equipment is not purchased in whole or in part with contract funds or with other Federal/State funds. A FM-06 "Use Allowance – Equipment" form is required and should be maintained on file by the contractor for all use allowances for equipment billed under the contract. No use allowance is allowable on any equipment item that is fully depreciated.

Depreciation: A depreciation allowance, as described in the Contact Compliance Requirements document, may be included in lieu of a use allowance for equipment owned by the contractor and used in the contract program only if the equipment is not purchased in whole or in part with contract funds or with other Federal/State funds. Reference the Contract Compliance Document for the appropriate methodology for calculating the applicable amount of depreciation. No depreciation is allowable on any equipment item that is fully depreciated. (An itemized list must be attached, as described above.)

Repairs: Include reasonable costs associated with repairs related to equipment used by the program. **Repairs that equal or exceed \$200 require the Department's prior written permission.** (An itemized list must be attached, as described above.)

Other (specify): Itemize, as applicable, and be specific. (Attach a separate sheet as needed.)

OTHER:

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

Vehicle Maintenance: Include only the costs for operating and maintaining vehicles owned by the agency that are used in the course of performing services under the contract. Include only routine costs such costs as gas, oil, etc.

Printing: Include the cost incurred in the course of performing services under the contract.

Indirect Cost: Include all indirect costs allocable to the Department. This must reflect anticipated indirect costs. **(General administrative fees are not allowable.) Attach a detailed itemized listing that describes each cost item that makes up this line item.**

Other (specify): Include miscellaneous costs such as postage, audit (requires the Department's prior approval) bank stop payment fees, etc., **but do not include any item for which a space is provided elsewhere in the budget.**

NOTE: *Funds designated within line items 1 (personnel), 2 (subcontracts) or 6 (equipment) may not be exceeded without the Department's prior written approval. These type changes, as well as changes in the budgeted salary amounts, will require an amendment.*

Funds within line items 3 (travel), 4 (space), 5 (supplies) and 7 (other) may be transferred among those same line items as needed in order to accommodate fluctuations in actual expenditures, provided there is no change in the overall cost total. These type changes do not require an amendment, unless they would result in the overall total being exceeded.