



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

<b>PROCUREMENT INFORMATION</b>	
<b>RFP Number: 2018-500-01</b>	<b>RFP Title: <i>Employment and Training Program</i></b>
<b>Proposal Due Date and Time:</b> <i>Tuesday, July 3, 2018</i> <b>12:00 p.m., Central Time</b>	<b>Number of Pages: 37</b>
<b>Procurement Officer:</b> <b>Vicki Cooper-Robinson, Procurement Manager</b> <b>Phone: (334) 353-2471</b> <b>E-mail Address: <a href="mailto:vicki.robinson@dhr.alabama.gov">vicki.robinson@dhr.alabama.gov</a></b> <b>Website: <a href="http://www.dhr.alabama.gov">http://www.dhr.alabama.gov</a></b>	<b>Issue Date: <i>Tuesday, May 30, 2018</i></b>
	<b>Issuing Division:</b> <b>Food Assistance Division</b>
<b>INSTRUCTIONS TO VENDORS</b>	
<b>Submit Proposal to:</b> <b>Starr Stewart, Director</b> <b>Resource Management Division/Office of Procurement</b> <b>Alabama Department of Human Resources</b> <b>Gordon Persons Building, Second Floor-Room Q3-019</b> <b>50 Ripley Street</b> <b>Montgomery, AL 36130-4000</b>	<b>Label Envelope/Package:</b>  <b>RFP Title/Number: <i>Employment and Training Program 2018-500-01</i></b>  <b>Proposal Due Date: <i>Tuesday, May 30, 2018</i></b>
	<b>Special Instructions:</b> <i>Vendors must complete the 2018 Employment and Training Program Vendor's Proposal posted on the Department's web site.</i>
<b>VENDOR INFORMATION</b> (Fill in the information fields below and return this form with RFP response)	
<b>Vendor Name/Address: (no P.O. Boxes)</b>	<b>Authorized Vendor Signatory:</b>
<b>DUNS NUMBER: _____</b>	<b>(Please print name and sign in ink)</b>
<b>Vendor Phone Number: (    )</b>	<b>Vendor FAX Number: (    )</b>
<b>Vendor Federal I.D. Number:</b>	<b>Vendor E-mail Address:</b>
<b>Indicate whether this proposal is an original or a copy.    <input type="checkbox"/> Original    <input type="checkbox"/> Copy</b>	
<b>Total number of proposal pages: _____</b>	

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

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## VENDOR'S RFP CHECKLIST

1. \_\_\_\_\_ **Read the *entire* document.** Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; licensing requirements; contractual requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. \_\_\_\_\_ **Note the procurement officer's name, address, phone numbers and e-mail address.** This is the only person you are allowed to communicate with regarding the RFP.
3. \_\_\_\_\_ **Attend the pre-proposal conference** if one is offered. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the Department of any ambiguities, inconsistencies, or errors in the RFP.
4. \_\_\_\_\_ **Take advantage of the “question and answer” period.** Submit your questions to the procurement officer by the due date listed in the Schedule of Events and view the answers given in the formal “addenda” issued for the RFP. All addenda issued for an RFP are posted on the Department’s website at [www.dhr.alabama.gov](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>May 29, 2018</b>
<b>Deadline for Receipt of Written Questions.....</b>	<b>June 07, 2018</b>
<b>Deadline for Posting of Written Responses to Questions .....</b>	<b>June 14, 2018</b>
<b>Proposal Due Date.....</b>	<b>July 03, 2018</b>
<b>Evaluation of Proposals and Selection of Vendors .....</b>	<b>July 10, 2018</b>
<b>Intended Date for Notice of Intent to Award a Contract.....</b>	<b>July 20, 2018</b>



**ATTESTATIONS AND DELCARATIONS FOR PROVISION OF SERVICES**

**4.2.5.1.1 VENDOR PROFILE AND EXPERIENCE**

I (Vendor) attest that I have \_\_\_\_\_ months/years of experience providing education, training, and/or supportive services such as case management, transportation, or child care.

**4.2.5.1.2 PAST AND PRESENT CONTRACTUAL RELATIONSHIPS WITH THE DEPARTMENT**

I (Vendor) attest that I have listed below all current and past contracts with the Department and other state agencies including colleges/universities within the last three (3) years. If no such contracts exist, so declare.

OR

I (Vendor) declare that I have had no contracts with the Department or any other state agency including colleges/universities within the last three (3) years.

AND;

I (Vendor) declare that none of our employees have been an employee of the State of Alabama within the past two (2) years.

OR

I (Vendor) declare that the following employees have been an employee of the State of Alabama within the past two (2) years. \_\_\_\_\_

**4.2.5.1.3 CONTRACT PERFORMANCE**

I (Vendor) declare that neither I nor any proposed subcontractor has had a contract terminated for default during the past five years. We did not receive notice to stop performance delivery due to non-performance or poor performance and no issues were (a) not litigated due to inaction on the part of the Vendor; nor (b) litigated where litigation determined the vendor to be at default.

OR

I (Vendor) declare that I and/or a proposed subcontractor have had a contract terminated for default during the past five years and we received a notice to stop performance delivery due to nonperformance or poor performance. The issue was (a) not litigated due to inaction on the part of the vendor; and/or (b) litigated and such litigation determined the vendor to be in default.

AND

I (Vendor) declare that at no time during the past five years, have we had a contract terminated for convenience, non-allocation of funds, or any other reason, where termination occurred before completion of all obligations under the initial contract provisions.

OR

I (Vendor) declare that during the past five years, we have had a contract terminated for convenience, non-allocation of funds, or any other reason, where termination occurred before completion of all obligations under the initial contract provisions.

**4.2.5.1.4 PROJECT STAFF/ JOB DESCRIPTIONS**

I (Vendor) attest that I have attached to this proposal, job descriptions for all staff involved in this project. Each position has been described in a separate document, and the description includes the following: (1) title of the position; (2) the process or procedure for supervision; (3) minimum education, training and experience required; (4) working hours; (5) salary range; (6) narrative job summaries; and, (7) specific duties and responsibilities.

I (Vendor) attest that I have sufficient staff to perform the services required in the RFP for this procurement. I further attest that if sufficient staff is not currently available, staff will be obtained to provide the services by the start of the contract on September 01, 2018.

**4.2.5.1.5 BACKGROUND CHECKS**

I (Vendor) attest that I will adhere to the Department's background policy. I will ensure that no staff, regardless of level, has not been the subject of any incident or investigation which would call into question the propriety of that employee's working with this population indicated in this document.

I (Vendor) will provide, documentation that each employee has a criminal background check, which includes Alabama Bureau of Investigations (ABI) and Federal Bureau of Investigations (FBI). I attest that I will adhere to the Department of Human Resources' policies and procedures for addressing occurrences when an incident or allegation is reported, founded or unfounded.

It is understood that vendors may serve SNAP recipients who are re-entering the community from the correctional system. The requirement for background checks is not intended to preclude vendors from hiring individuals who themselves have had a criminal record. In such instances, the vendor should attach to this proposal a description of their hiring practices and, if applicable, why hiring individuals with a criminal record contributes to the effectiveness of the services provided.

**4.2.5.2 VENDOR FINANCIAL STABILITY**

I (Vendor) have attached to this proposal, the audited financial statement for the past year and letters from the auditor(s) who performed the previous two (2) financial audits immediately preceding the issuance of this RFP.

OR

I (Vendor) attest that I am a newly formed organization, who has been in business less than one year. I have attached to this proposal, copies of quarterly financial statements that have been prepared since the end of the period reported by our most recent annual report.

**4.2.5.3. METHOD OF PROVIDING SERVICES**

**4.2.5.3.1 SERVICE DELIVERY APPROACH**

I (Vendor) must attest to 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.*

Vendors must describe in detail the proposed service(s). Descriptions must include all applicable credentials/licenses, details curriculum/training information, etc. that proves to the Department that you have the knowledge, skills sets and the ability to effectively and efficiently implement the proposed service(s).

I (Vendor) attest to provide one or more of the following services (check all that apply).

**Job Search** – The job search component requires participants to make a pre-determined number of inquiries to prospective employers over a specified period of time. The component may be designed so that the participant conducts his/her job search independently or within a group setting. Past guidance from the Federal government suggests that the job search component entail approximately 12 contacts with employers per month for two months.

**Job Search Training** – Job search training is a component that enhances the job readiness of participants by teaching them job seeking techniques, increasing job search motivation and boosting self-confidence. This component may consist of job skills assessments, job finding clubs, job placement services, or other direct training or support activities.

**Work Readiness Training** – This component prepares individuals for work. Some of the skills provided are foundational cognitive skills like reading for information, applied math, problem solving and employability or soft skills. Employability and softs skills may consist of personal characteristics and behavioral skills that enhance an individual's interactions, job performance and career prospects such as adaptability, integrity, cooperation and workplace discipline.

**Work Experience or Training of Volunteers** – This component provides reimbursement to partner agencies for the costs they incur (e.g., supervision and training) associated with the work experience provided to SNAP recipients who volunteer to work with agencies in the public or private sectors. As noted below, volunteers may also be reimbursed for the costs (e.g., transportation and dependent care) associated with services needed to allow them to participate in this activity.

**Vocational/Job Training** – This component includes job training services, occupational skills training, on-the-job training, work experience, and basic readjustment services. These services are often comparable to those funded by the Workforce Innovation and Opportunity Act (WIOA). Since A-RESET participants are eligible to receive WIOA-funded services, SNAP E&T funding may be used to supplement, not supplant WIOA funding.

**Education** – The education component includes a wide range of activities that improve basic skills and the employability of SNAP participants. Acceptable E&T educational activities are programs that improve basic skills or otherwise improve employability. Such programs include Adult Basic Education (ABE), basic literacy, English as a Second Language (ESL), high school equivalency (GED), and occasionally post-secondary education. The Federal government will only approve educational components that establish a direct link to job-readiness. E&T funds can be used to pay for tuition and mandatory school fees charged to the general public.

**Self-Employment Training** – Self-employment training is a component that improves the employability of participants by training them to design and operate a small business or another self-

employment venture. This component is intended to help individuals with sound business ideas but who lack the skills and knowledge to successfully create and implement a plan for self-employment. A-RESET program participants may receive technical assistance in developing business plans and in creating financial marketing plans. Participants also learn how to access small business grants and other business support services.

**Job Retention** – The job retention component is meant to provide support services for up to 90 days to individuals who have secured employment. Only individuals who have received other employment/training services under the A-RESET program are eligible for job retention services.

**Case Management** – This activity involves the assessment of an individual’s employability, developing a case plan describing services needed to promote self-sufficiency, monitoring the participant’s participation in the services provided, and reporting on the outcomes achieved.

**Child Care** – Child care services may be provided to children up to age 13 when those services are necessary for the participation of a household member in the A-RESET program. The Department will not provide reimbursement for a dependent age 13 or older unless the dependent is physically and/or mentally incapable of caring for himself or herself or is under court supervision. This reimbursement will be provided up to the actual cost of dependent care, or the applicable payment rate for child care, whichever is lowest.

**Transportation** – This activity involves providing safe and dependable transportation needed by A-RESET program participants to engage in one or more of the education, employment, and training components described above. The vendor must ensure that the driver transporting day care clients has a valid Alabama Driver’s license and the vehicle used for transporting clients is safe and in good working condition.

**Other** – If the vendor proposes to provide services needed by work-eligible SNAP recipients that are not described above, a description of those services should be attached to the vendor’s proposal.

#### **4.2.5.3.1.1 REPORTING REQUIREMENTS**

I (Vendor) attest to the following reporting requirements listed below:

- During the course of the project, in addition to reporting expenditures made during the past month, the following information must be reported to DHR by the tenth day of each month:
- Names of participants who contacted agency to begin project;
- Names of participants who attended initial interview;
- Does the participant have a high school diploma (or GED) prior to being provided E&T services;
- Does the participant speak English as a second language;
- Names of participants who received specific services as offered by the awarded program, the number of hours of participation in each service component, and the total hours of participation for month;
- Names of participants who dropped out of program;

- Names of participants who completed a training, educational, work experience or an on-the-job training component;
- Names of participants who obtained employment prior to completion of program;
- Names of participants who obtained employment at end of program;
- The number and percentage of participants and former participants who are in unsubsidized employment during the second quarter after completion of participation in E&T program;
- The number and percentage of participants and former participants who are in unsubsidized employment during the fourth quarter after completion of participation in E&T program;
- The median quarterly earnings of all participants and former participants who are in unsubsidized employment during the second quarter after completion of participation in E&T program;
- Names of participants who failed to participate;
- Actual monthly cost of services provided; and
- Cost of services per participant.

#### **4.2.5.3.1.2 POPULATION TO BE SERVED**

I (Vendor) attest to follow the requirements listed below regarding population to be served:

Until recently, the focus of the State’s Alabama Resources for Enrichment Self-Sufficiency Employability Training (A-RESET) program has been on Able-Bodied Adults Without Dependents (ABAWDs), Supplemental Nutrition Assistance Program (SNAP) recipients between the ages of 18-49 years; in a household that contains no children under age 18; physically and mentally fit for employment; and who not be pregnant. ABAWDs are eligible to receive food assistance benefits for only 3 months in a 36-month time period unless they are working or participating in an allowable education/training program for at least 20 hours per week (80 hours per month) and/or no longer meets one of the criteria listed above.

Because of their time-limited participation, it is critical that ABAWDs receive needed services to gain employment and remain eligible for benefits until such time as they are gainfully employed and no longer need Food Assistance benefits to meet their food needs.

This procurement is intended to not only expand employment and training services to ABAWDs, but to open the A-RESET program to individuals receiving SNAP food assistance who are over the age of 16 years and not subject to and complying with work requirements for other programs (e.g., TANF).

As shown in the Table A on the following page, in December of 2017, there were less than 9,000 ABAWDs, but more than 115,000 “work-eligible” SNAP participants.

Table A reflects the fact that most SNAP recipients are children or youth under the age of 16 years or other individuals who are not required to register for work, including individuals who are over age 59 years of age:

Physically or mentally unfit for employment;

- Subject to and complying with work requirements for other programs (i.e. TANF);
- Caretakers for dependent child under age 6 or an incapacitated individual;
- Receiving unemployment insurance compensation;
- Participating in a drug or alcohol treatment and rehabilitation program;
- Employed 30 hours a week; or student enrolled at least half time.

**Table A**  
**Alabama Data as of December 2017**

<b>County Name</b>	<b># on SNAP</b>	<b># Non-TANF</b>	<b># Work Registrants</b>	<b># Exempt</b>	<b># ABAWDs</b>
<b>Autauga</b>	7430	6616	1402	6169	80
<b>Baldwin</b>	19264	17831	3349	16120	221
<b>Barbour</b>	5552	4879	916	4897	64
<b>Bibb</b>	3258	2851	604	2757	33
<b>Blount</b>	5772	5043	1034	4952	56
<b>Bullock</b>	2614	2247	353	2365	18
<b>Butler</b>	4607	4007	768	3882	70
<b>Calhoun</b>	19264	16971	3841	15993	292
<b>Chambers</b>	6184	5422	1076	5252	91
<b>Cherokee</b>	3532	3016	654	2891	64
<b>Chilton</b>	6898	6126	1357	5711	89
<b>Choctaw</b>	2735	2329	571	2252	52
<b>Clarke</b>	5159	4423	928	4256	50
<b>Clay</b>	1476	1283	237	1278	10
<b>Cleburne</b>	2138	1894	447	1770	25
<b>Coffee</b>	6988	6379	1142	6151	74
<b>Colbert</b>	7194	6234	1327	6063	111
<b>Conecuh</b>	2866	2465	528	2416	37
<b>Coosa</b>	1592	1408	343	1278	25
<b>Covington</b>	6640	5915	1287	5389	83
<b>Crenshaw</b>	2632	2292	482	2171	34
<b>Cullman</b>	8743	7617	1539	7505	109
<b>Dale</b>	9063	7957	1574	7542	116
<b>Dallas</b>	13058	10651	2272	10979	122
<b>DeKalb</b>	12636	11658	2135	10777	122
<b>Elmore</b>	9238	8282	1583	7746	100
<b>Escambia</b>	7669	6800	1413	6302	75
<b>Etowah</b>	12513	10774	1955	10933	161
<b>Fayette</b>	3294	2807	462	2731	29
<b>Franklin</b>	4894	4362	779	4245	51
<b>Geneva</b>	4657	4149	896	3765	59
<b>Greene</b>	2521	2151	366	2158	24
<b>Hale</b>	3538	2997	538	3049	47
<b>Henry</b>	2678	2375	443	2246	42
<b>Houston</b>	17456	15190	2718	14738	255
<b>Jackson</b>	6703	6025	1427	5507	103

County Name	# on SNAP	# Non-TANF	# Work Registrants	# Exempt	# ABAWDs
Jefferson	98668	85578	15732	83092	1273
Lamar	2396	2041	405	1956	43
Lauderdale	10265	8957	1775	8697	128
Lawrence	5375	4733	1152	4360	60
Lee	15673	14175	2225	13696	151
Limestone	8750	7772	1458	7452	86
Lowndes	3273	2773	512	2765	47
Macon	4753	4093	812	3926	62
Madison	36200	32824	5996	30063	450
Marengo	4382	3624	570	3847	39
Marion	4816	4265	1041	3852	63
Marshall	13939	12692	2158	11823	123
Mobile	78788	70198	12417	66050	890
Monroe	3803	3304	746	3163	58
Montgomery	48764	41961	6883	42188	621
Morgan	15098	13541	2311	12753	187
Perry	3202	2596	515	2589	41
Pickens	3343	2884	509	2890	24
Pike	6322	5459	900	5473	56
Randolph	4527	3948	838	3817	56
Russell	12121	10941	2145	10130	144
St. Clair	9867	8694	1788	8189	122
Shelby	11606	10608	2103	10104	148
Sumter	3250	2618	529	2786	39
Talladega	12405	10578	2108	10475	168
Tallapoosa	6982	6119	1071	6045	81
Tuscaloosa	24501	21195	3613	21388	301
Walker	10117	8765	2083	8293	124
Washington	2660	2334	549	2144	39
Wilcox	3891	3138	766	3251	38
Winston	2944	2561	607	2394	49
<b>Totals</b>	<b>715137</b>	<b>628395</b>	<b>117661</b>	<b>603887</b>	<b>8705</b>

Although these “exempt” individuals are not required to register for work, with the exception of children and youth under the age of 16 years, they may volunteer to participate in the A-RESET program.

Participation in any or all available A-RESET activities will be on a voluntary basis and is not mandatory. Food Assistance workers will identify eligible participants during the application process, and refer them to the appropriate selected vendor for services after case approval. Also, as noted above, vendors will be able to make “reverse referrals” where vendors may refer participants that are already enrolled in the vendors’ programs for A-RESET services. Reverse referrals will be made for vendors’ current program participants who meet A-RESET requirements.

For the voluntary participants in the A-RESET program there will be no adverse consequences if they fail or refuse to participate in the services offered.

**4.2.5.3.1.3 ASSESSMENT OF RECEIPIENTS**

I (Vendor) attest to ensuring that the services must include:

An initial assessment of each participant’s employability, appropriateness for A-RESET services using a form and formant approved by DHR. This assessment must identify barriers and challenges that each individual may experience with seeking, obtaining, and maintaining employment. Individualized plans must be created, documented and agreed upon by the participant to whom it pertains. Each participant’s agreement to their individual plan must be confirmed by having them signed and dated.

These assessments may be performed either by the Department, Community Colleges, or vendors under contract with the Department. Some Department of Human Resources county offices have A-RESET staff available to assist with the completion of these assessments. Below is a list of those counties:

Calhoun	Jefferson	Madison	Tuscaloosa
Dallas	Lee	Mobile	Wilcox
Elmore	Lowndes	Montgomery	

If the counties are unavailable, vendors must complete these assessments. Vendors can also make “reverse referrals” consistent with procedures established by the Department.

Although Federal SNAP E&T funding is not available for drug and alcohol treatment, vendors are expected to make necessary referrals for substance abuse and mental health treatment, as needed; offer guidance, motivation, and support with frequent contact and coaching to assist participants increase their employability.

**4.2.5.3.1.4 GEOGRAPHIC AREAS TO BE SERVED**

I (Vendor) attest to provide the services identified Employment & Training (E & T) counties (Baldwin, Barbour, Butler, Calhoun, Chambers, Clarke, Coffee, Colbert, Conecuh, Cullman, Dallas, DeKalb, Elmore, Escambia, Etowah, Fayette, Houston, Jackson, Jefferson, Lee, Lowndes, Madison, Marengo, Marion, Marshall, Mobile, Monroe, Montgomery, Morgan, Pike, Randolph, Russell, Shelby, Saint Clair, Talladega, Tallapoosa, Tuscaloosa, Walker and Wilcox counties).

OR

I (Vendor) attest to provide the services identified above in the following counties:

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**4.2.5.3.2 Start-up Plan**

I (Vendor) attest to 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 September 01, 2018.***

~~4.2.5.3~~ **Assessment of Benefits and Impact**

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

**4.2.5.3.4 Office Location**

I (Vendor) attest to 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.

## VENDOR CERTIFICATIONS

### 4.2.5.4 VENDOR CERTIFICATIONS

Vendors must sign each statement below 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

I (Vendor) 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.

\_\_\_\_\_  
Authorized Vendor Signatory

\_\_\_\_\_  
Date

#### 4.2.5.4.2 Debarment

I (Vendor) 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."

\_\_\_\_\_  
Authorized Vendor Signatory

\_\_\_\_\_  
Date

#### 4.2.5.4.3 Open Trade

I (Vendor) attest that I am 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.

\_\_\_\_\_  
Authorized Vendor Signatory

\_\_\_\_\_  
Date

#### 4.2.5.4.4 Standard Contract

I (Vendor) 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.

\_\_\_\_\_  
Authorized Vendor Signatory

\_\_\_\_\_  
Date

**4.2.5.4.5 Charitable Choice (applies to faith-based organizations only)  Not Applicable**

I (Vendor) 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.)

\_\_\_\_\_  
Authorized Vendor Signatory

\_\_\_\_\_  
Date

**4.2.5.4.6 Financial Accounting**

I (Vendor) 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.

\_\_\_\_\_  
Authorized Vendor Signatory

\_\_\_\_\_  
Date

**4.2.5.4.7 Vendor Work Product**

I (Vendor) 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.

\_\_\_\_\_  
Authorized Vendor Signatory

\_\_\_\_\_  
Date

## **COST PROPOSAL**

### **5.0 COST PROPOSAL**

I (Vendor) attest that I understand that A-RESET differs from most other Federal grant programs in that it is a “reimbursement” program and not a “matching” program. As a result, in order to be eligible for payment, third-party partners must pay, up front, the full cost of allowable activities from non-Federal funds that are not being used as match for another Federal program. The third-party partners are then reimbursed by the Department for 50 percent of expenditures.

I (Vendor) attest to include a detailed line-item budget using the Cost Proposal budget forms (*See Appendix F and H*), in accordance with the respective instructions.

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.

The Department recognizes that it is unlikely and probably not desirable for the Vendor’s services to be limited to eligible A-RESET participants. Federal funding is only available for the portion of total costs that are related to eligible A-RESET participants, it is important, therefore, to base the “DHR Share” on the number of A-RESET recipients as a percentage of the total population to be served.

### **5.1 INDIRECT COST**

The A-RESET program will reimburse third-party partners for both their direct and indirect (“overhead”) costs.

Indirect costs may be claimed under one of the three options:

- Vendors who have a Federally approved indirect cost rate may use that rate;
- Vendors who do not have a Federally approved indirect cost rate can document their actual overhead costs; or
- Vendors who do not have a Federally approved indirect cost rate may use a flat rate of 10 percent to be reimbursed for their general administration and overhead costs.

The Department reserves the right to disallow any or all indirect costs. Any approval by the Department of such costs is subject to the following constraints:

- A.  I (Vendor) attest to document that such costs are incurred in addition to the direct costs outlined in the program budget.
- B. The same cost may not be charged as both a direct and indirect cost.
- C.  I (Vendor) attest 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 NARRATIVE**

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

### **5.2.1 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.

I (Vendor) 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.

### **5.3 FIXED RATE BUDGET**

Please use the form included in Appendix G and follow instructions in Appendix H when calculating the fixed rate budget.

**APPENDIX :A**



State of Alabama  
**DISCLOSURE STATEMENT**  
(Required by Act 2001-955)

ENTITY COMPLETING FORM

Agreement Number

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

( )

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

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

( )

This form is provided with:

- Contract   
  Proposal   
  Request for Proposal   
  Invitation to Bid   
  Grant Proposal

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

- Yes   
  No

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

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

- Yes   
  No

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

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

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

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

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

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

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i. \_\_\_\_\_

By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Notary's Signature Date Date Notary Expires

## **ATTACHMENT B: E-VERIFY DOCUMENTATION**

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 D*) 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.

**Insert Documentation  
Here**

**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.

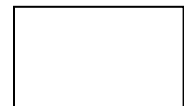
\_\_\_\_\_  
Affiant's Signature

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:

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

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

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

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

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

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

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

Certified this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
Name of Contractor/Grantee/Recipient

By: \_\_\_\_\_

Its \_\_\_\_\_

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

this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

WITNESS: \_\_\_\_\_

Printed Name of Witness

**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.

<b>Category</b>	<b>RFP Section</b>	<b>Point Value</b>
<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	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	0
E. Staff Performance Evaluations and Training	4.2.5.1.5	15
F. Background Checks	4.2.5.1.6	0
G. Vendor Financial Stability	4.2.5.2	10
<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	475
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
<b>Cost Proposal</b>	<b>20% of points for a possible 200 points</b>	
A. Cost Proposal	5.0	200

## **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.

**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](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.

#### **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 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





				<b>TOTAL SUPPLIES:</b>	\$0.00
<b>6. EQUIPMENT</b>	Itemize (attach a separate listing if needed).				
	<b>Rental/Lease</b>				\$0.00
				<b>TOTAL EQUIPMENT:</b>	\$0.00
<b>7. OTHER</b>					
	<b>Other (specify)</b>				
				<b>TOTAL OTHER:</b>	\$0.00



#### 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 approval, 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 the child care management services. **The Department's prior written approval is required for all property items having a total unit cost of \$500 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 \$499 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 \$524, plus taxes, shipping and handling, etc. **Equipment with a total unit cost of \$1000 or more must be leased.**

**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 \$500 require the Department's prior written approval.**

**Repairs:** Include all costs associated with repairs related to equipment. **Repairs that equal or exceed \$500 require the Department's prior written approval.**

**Maintenance Agreements:** Include all costs associated with ongoing maintenance agreements related to

equipment and other property items. **Maintenance agreements that equal or exceed \$500 require the Department's prior written approval.**

**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 \$500 requires the Department's prior written approval.**

**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 \$500 or greater. Office Furniture with a total unit cost of \$1000 or more must be leased.**

**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 \$500 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 Child Care Management Services. **(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 Child Care Management Services. **(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 \$300,000 or more 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 H: 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		=	

**TOTAL PROJECT FUNDING FOR BUDGET PERIOD (sum of column D or overall total, as applicable) \$ \_\_\_\_\_**

**MAXIMUM DHR SHARE (50%) \$ \_\_\_\_\_**

**DHR USE ONLY**

**Approved for  
 Mathematical  
 Accuracy:**

\_\_\_\_\_

**Assistance Payments, Finance Division**

\_\_\_\_\_

**Date**

**APPENDIX H: 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 Periods:** September 01, 2018 through September 30, 2020 (25 months)

**A. Service Description** List each unit of service to be provided under the contract using a brief description, 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.

**TOTAL PROJECT FUNDING** Enter the sum of Column D.

**MAXIMUM DHR SHARE** Enter 50% of Total Project Funding