



# ALABAMA DEPARTMENT OF HUMAN RESOURCES REQUEST FOR PROPOSALS

PROCUREMENT INFORMATION	
<b>RFP Number: 2020-500-03</b>	<b>RFP Title: Employment and Training Program</b>
<b>Proposal Due Date and Time:</b> <i>Thursday, July 23, 2020</i> 12:00 p.m., Central Time	<b>Number of Pages: 31</b>
<b>Procurement Officer:</b> <b>Vicki Cooper-Robinson, Procurement Manager</b> Phone: (334) 353-2471 E-mail Address: <a href="mailto:vicki.robinson@dhr.alabama.gov">vicki.robinson@dhr.alabama.gov</a> Website: <a href="http://www.dhr.alabama.gov">http://www.dhr.alabama.gov</a>	<b>Issue Date: <i>Thursday, June 08, 2020</i></b>
	<b>Issuing Division:</b> <i>Food Assistance Division</i>

INSTRUCTIONS TO VENDORS	
<b>Submit Proposal to:</b> Starr Stewart, Director Office of Procurement Alabama Department of Human Resources Gordon Persons Building, Room 2153 50 Ripley Street Montgomery, AL 36130-4000	<b>Label Envelope/Package:</b> <b>RFP Title/Number: Employment and Training Program/2020-500-03</b> <b>Proposal Due Date: <i>Thursday, July 23, 2020</i></b>
<b>Special Instructions: <i>Vendors must complete the 2020 Employment and Training Vendor's Proposal posted on the Department's web site.</i></b>	

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

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

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**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 I 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 October 01, 2020.

#### 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 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 POPULATION TO BE SERVED

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

The State's A-RESET program works with Able-Bodied Adults Without Dependents (ABAWDs), 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, and other work registrants. ABAWDs are unique in that they 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 expand employment and training services to ABAWDs and other work registrants 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 on the following page, in August 2019, there were over 36,000 ABAWDs, but more than 154,000 “work-eligible” SNAP participants.

This table also 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;
- 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
- A student enrolled at least half time.

Alabama SNAP E&T Data as of August 2019			
County Name	# on SNAP	# Work Registrants	# ABAWDs
Autauga	6,934	1,705	354
Baldwin	18,098	4,630	914
Barbour	5,218	1,243	280
Bibb	2,816	697	175
Blount	4,875	1,348	336
Bullock	2,347	434	92
Butler	4,151	940	301
CALHOUN	16,927	4,694	1,103
Chambers	5,393	1,362	326
Cherokee	2,948	862	235
Chilton	6,492	1,758	397
Choctaw	2,520	624	161
Clarke	4,685	1,206	276
Clay	1,282	315	79
Cleburne	2,070	548	103
Coffee	6,671	1,637	376
Colbert	6,560	1,731	472
Conecuh	2,408	641	175
Coosa	1,535	548	112
Covington	5,952	1,640	374
Crenshaw	2,439	593	104
Cullman	7,104	1,907	465
Dale	8,240	2,030	448
DALLAS	11,750	2,732	544
DeKalb	11,185	2,545	536
ELMORE	8,411	2,074	405
Escambia	6,901	1,640	299
Etowah	12,193	2,846	849
Fayette	2,977	573	77
Franklin	4,500	1,033	264
Geneva	4,351	1,118	207
Greene	2,146	454	100
Hale	3,216	660	139
Henry	2,536	606	133
Houston	17,145	3,646	996
Jackson	5,914	1,853	476
JEFFERSON	91,711	21,433	5,290
Lamar	2,230	565	141
Lauderdale	9,033	2,343	544
Lawrence	5,047	1,509	312
LEE	14,502	3,185	726
Limestone	6,947	1,624	304
LOWNDES	2,914	679	174
Macon	4,135	876	156
MADISON	33,130	7,765	1,812
Marengo	3,973	734	167
Marion	4,359	1,273	227
Marshall	12,087	2,668	573
MOBILE	72,759	16,650	4,004
Monroe	3,236	913	216
MONTGOMERY	46,661	9,434	2,276
Morgan	13,559	3,183	697
Perry	2,776	614	138
Pickens	2,980	640	140
Pike	5,737	1,278	322
Randolph	4,436	1,073	244
Russell	10,813	2,699	672
St. Clair	8,963	2,436	528
SHELBY	10,432	2,802	615
Sumter	2,896	623	181
Talladega	11,658	2,960	854
Tallapoosa	6,269	1,337	301
TUSCALOOSA	21,431	4,816	1,140
Walker	8,669	2,585	537
Washington	2,403	720	172
WILCOX	3,553	835	189
Winston	2,649	738	176
Totals	652,838	154,158	36,511
SNAP E&T Counties	ALL CAPS		

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.

#### **4.2.5.3.1.1 SERVICES TO BE PROVIDED**

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

**Supervised *Job Search*** – The job search component requires participants to work one on one with a case manager to identify prospective employers for a specified period of time. The component may be designed so that the participant conducts his/her job search within a group setting as long as a case manager is assisting them with their job search. 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, closely 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.

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

An initial assessment of each participant’s employability, appropriateness for A-RESET services in a form and format 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 third-party partners under contract to the Department. County Departments of Human Resources have A-RESET staff in the following counties:

Calhoun	Jefferson	Madison	Shelby
Dallas	Lee	Mobile	Tuscaloosa
Elmore	Lowndes	Montgomery	Wilcox

Vendors may also perform these assessments and 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.

**4.2.5.3.1.2 GEOGRAPHIC AREAS TO BE SERVED**

I (Vendor) attest to provide the services identified Statewide.

OR

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

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**4.2.5.3.1.3 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.

**4.2.5.3.2 START-UP PLAN**

I (Vendor) attest that I will be fully operational by October 01, 2020.

**4.2.5.3.3 OFFICE LOCATION**

I (Vendor) attest that the physical address(es) where services will be performed under a contract with the Department in the event the Vendor becomes the Contractor will be: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_.

## 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 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

#### 4.2.5.4.4 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

**4.2.5.4.5 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

**4.2.5.4.6 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 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.

**APPENDIX A: 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.

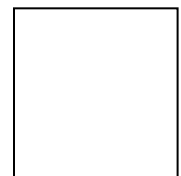
\_\_\_\_\_  
Affiant's Signature

Signed and sworn to before me on \_\_\_\_\_ (date) by \_\_\_\_\_  
\_\_\_\_\_ (Affiant's name).

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

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

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



**APPENDIX B: CERTIFICATE OF COMPLIANCE**

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

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

**CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535, as amended by Act 2012-491)**

DATE: \_\_\_\_\_

RE Contract/Grant/Incentive (describe by number or subject):

\_\_\_\_\_ by and between  
\_\_\_\_\_ (Contractor/Grantee) and  
\_\_\_\_\_ (State Agency, Department or Public Entity)

The undersigned hereby certifies to the State of Alabama as follows:

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

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

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

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

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

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

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

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

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

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

Its \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Printed Name of Witness

**APPENDIX C: 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 D: COST REIMBURSEMENT BUDGET FORM**

<b>COST REIMBURSEMENT BUDGET</b>				
Contract Number:			Taxpayer ID#:	
Agency:				
Address:				
Project Title:				
Budget Period:		to	Fiscal Year:	
<b>BUDGET ITEMS</b>				<b>TOTAL COST</b>
1. PERSONNEL				
2. SUBCONTRACTS				
3. TRAVEL				
4. SPACE				
5. SUPPLIES				
6. EQUIPMENT				
7. OTHER				
<b>8. TOTAL PROJECT FUNDING (sum lines 1 through 7)</b>				
9. Local Share (Itemize the sources and amounts under COMMENTS below)				
10. Other Federal Share (Itemize the sources and amounts under COMMENTS below)				
<b>11. MAXIMUM DHR SHARE (line 8 minus lines 9 and 10)</b>			>>>>>>>>	
<b>12. PERCENT DHR SHARE OF TOTAL PROJECT FUNDING (Line 11 divided by line 8)</b>				<b>50.00%</b>
<b>COMMENTS</b> (In addition to itemizing the sources and amounts of local and other non-DHR funding, include, as applicable, a brief description of the nature of each income-generating activity planned):				
<b>DHR USE ONLY</b>				
Approved for Mathematical Accuracy:				
	Assistance Payments, Finance Division			Date



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

## **APPENDIX E: INSTRUCTIONS FOR COST PROPOSAL**

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

### **Heading**

<b>Contract Number</b>	To be completed by DHR
<b>Taxpayer ID</b>	Federal Employer ID number
<b>Agency</b>	Official name of your organization
<b>Address</b>	Mailing address of business
<b>Project Title</b>	Name of project
<b>Budget Periods</b>	<i>October 01, 2020 through September 30, 2023</i>

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

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

**In the appropriate spaces, include** for the personnel listed the fringe benefits that are applicable to the Department's project. The Department will reimburse for the cost of individual health insurance coverage for the employee. The cost of family health insurance coverage is not allowable.

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

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

**3. Travel** Include all travel-related costs regardless of the nature or purpose of the travel, for example, car rentals, hotels, per diem, mileage, etc., for travel incurred by staff and Board members. These costs should be broken out within project coverage area and in-state (out-of-project coverage area).

**APPENDIX B: CERTIFICATE OF COMPLIANCE**

**Out-of-state travel is not allowable. Out-of-region travel requires the Department's prior written approval.**

**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**

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**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.

**APPENDIX B: CERTIFICATE OF COMPLIANCE**

**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		=	
			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 I: 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.

**APPENDIX B: CERTIFICATE OF COMPLIANCE**

**Contract Number:** To be assigned by the Department.  
**Taxpayer ID:** Self-explanatory.  
**Agency:** Self-explanatory.  
**Address:** Self-explanatory.  
**Project Title:** *Self Explanatory.*  
**Budget Periods:** October 01, 2020 through September 30, 2023

**A. Service Description** List each unit of service to be provided under the contract using a brief descriptor, for example, Enter the total amount of non-DHR funds to be used to pay in whole or in part for any cost associated with the project.

**B. Rate Per Unit** Enter the agreed upon cost rate per unit of service.

**C. Number of Units** Enter the number of units of service to be provided, as applicable, for the item listed in Column B.

**D. Total Cost** Multiply Column C times Column B, as applicable.

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

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