ALABAMA DEPARTMENT OF HUMAN RESOURCES
REQUEST FOR PROPOSALS

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<td><strong>RFP Number:</strong> 2020-500-03</td>
<td><strong>RFP Title:</strong> Employment and Training Program</td>
</tr>
<tr>
<td><strong>Proposal Due Date and Time:</strong></td>
<td><strong>Number of Pages:</strong> 41</td>
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<tr>
<td><em>Thursday, July 23, 2020</em></td>
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<tr>
<td><em>12:00 p.m., Central Time</em></td>
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<tr>
<td><strong>Procurement Officer:</strong></td>
<td><strong>Issue Date:</strong> <em>Monday, June 08, 2020</em></td>
</tr>
<tr>
<td>Vicki Cooper-Robinson, Procurement Manager</td>
<td><strong>Issuing Division:</strong> Food Assistance Division</td>
</tr>
<tr>
<td>Phone: (334) 353-2471</td>
<td></td>
</tr>
<tr>
<td>E-mail Address: <a href="mailto:vicki.robinson@dhr.alabama.gov">vicki.robinson@dhr.alabama.gov</a></td>
<td></td>
</tr>
<tr>
<td>Website: <a href="http://www.dhr.alabama.gov">http://www.dhr.alabama.gov</a></td>
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<td><strong>Submit Proposal to:</strong></td>
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<tr>
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<td>RFP Title/Number: 2020-500-03/ Employment and Training Program/ Proposal Due Date:</td>
</tr>
<tr>
<td>Resource Management Division/Office of Procurement</td>
<td><em>Thursday, July 23, 2020</em></td>
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<tr>
<td>Alabama Department of Human Resources</td>
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<tr>
<td>Gordon Persons Building, Second Floor-Room Q3-019</td>
<td></td>
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<tr>
<td>50 Ripley Street</td>
<td></td>
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<tr>
<td>Montgomery, AL 36130-4000</td>
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<td>(Please print name and sign in ink)</td>
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<td><strong>DUNS NUMBER:</strong> __________________________</td>
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<td><strong>Vendor Phone Number:</strong> ( )</td>
<td><strong>Vendor FAX Number:</strong> ( )</td>
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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.*
The following RFP Schedule of Events represents the Department's best estimate of the schedule that will be followed. Unless otherwise specified, the time of day for the following events shall be between 9:00 a.m. and 12:00 p.m., Central Time. The Department reserves the right, at its sole discretion, to adjust this schedule, as it deems necessary. Notification of any adjustment to the Schedule of Events shall be posted on the Department’s website at www.dhr.alabama.gov as detailed in Section 1.5.3 of this RFP. Vendors should refer to the website periodically for changes to the RFP.

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<tr>
<td>RFP Issue Date</td>
<td>June 08, 2020</td>
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<tr>
<td>Deadline for Receipt of Written Questions</td>
<td>June 18, 2020</td>
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<tr>
<td>Deadline for Posting of Written Responses to Questions</td>
<td>June 25, 2020</td>
</tr>
<tr>
<td>Proposal Due Date</td>
<td>July 23, 2020</td>
</tr>
<tr>
<td>Evaluation of Proposals and Selection of Vendors</td>
<td>July 28-30, 2020</td>
</tr>
<tr>
<td>Intended Date for Notice of Intent to Award a Contract</td>
<td>August 13, 2020</td>
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SECTION 1: PROJECT OVERVIEW AND INSTRUCTIONS

1.0 PROJECT OVERVIEW

The ALABAMA DEPARTMENT OF HUMAN RESOURCES, (hereinafter referred to as “the Department”) seeks qualified vendors to provide services through the Employment and Training component of the Supplemental Nutrition Assistance (Alabama Resources for Enrichment, Self-Sufficiency, and Employability Training (A-RESET)). It is the intent of the Department to make multiple awards as a result of this procurement.

The Department is the Single State Agency responsible for the administration of SNAP (also known as “Food Assistance”). In addition to the benefits provided to eligible individuals, SNAP also authorizes states to design and implement programs to enable Food Assistance recipients to get a job or get a better job.

Examples of the services that are authorized to receive Federal funding include:

- Supervised job search;
- Work readiness training such as job skills assessment and job clubs;
- Vocational and job training programs
- Education programs such as Basic Adult Education, General Education Development (GED) test preparation, literacy, and English as a Second Language (ESL) classes;
- Self-employment;
- Job retention; and
- Case management.

The Federal SNAP E&T program also authorizes Federal funding for supportive services reasonable and necessary to the efficiency and effectiveness of employment and training services. These include case management, transportation, child care, and other participant expenses.

A more complete description of the services and eligibility requirements for participants is provided in Section 3, Scope of Project. Proposals submitted in response to this solicitation must comply with the instructions and procedures contained herein.

1.1 ELIGIBLE ENTITIES

Eligible entities may include governmental agencies, non-governmental public or private organizations and individuals who: 1) are legally authorized to conduct business within the State of Alabama; 2) possess a high degree of professional skill in the area of service described in this document to include: two (2) years’ experience working with government information systems project(s) and three (3) years’ experience with application design, development, and implementation of systems of similar size, scope, and complexity; 3) possess the skills needed to perform the services described in this RFP; and, 4) meet the terms and conditions of the RFP. In addition, applicants must demonstrate the ability to manage Department funds in accordance with Federal and State regulations and guidelines.

1.2 REQUIRED LICENSURE/CERTIFICATION/CREDOENTIAL

There are no licensure, certification or credential requirements for this procurement.
1.3 CONTRACT TERM
The initial contract term is for a period of two (2) years beginning October 01, 2020, and ending September 30, 2022. Renewals of the contract, as agreed upon by both parties, may be made at one (1) year intervals, or any interval that is advantageous to the Department, not to exceed a total of three (3) years, at the option of the Department. The selected vendor must be fully operational on Thursday, October 01, 2020.

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

Vicki Cooper-Robinson, Procurement Manager  
Resource Management Division-Office of Procurement  
Alabama Department of Human Resources  
Gordon Persons Building, Second Floor - Room Q3-012  
50 Ripley Street  
Montgomery, AL 36130-4000  
Telephone Number: (334) 353-2471  
E-mail Address: vicki.robinson@dhr.alabama.gov

1.5 REQUIRED REVIEW

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

1.5.2 VENDOR’S QUESTIONS
Vendors with questions or requiring clarification regarding any section of this RFP must reference the RFP by title and number and submit written questions via e-mail or courier to the procurement officer referenced above by 3:00 p.m. (CST) **Thursday, June 18, 2020.** Each question must reference the section, page, and item in question. Vendors must submit all questions posed in a single email message to the procurement officer. Questions received after the deadline will not be considered.

1.5.3 DEPARTMENT’S RESPONSES
The Department will provide an official written answer by **Thursday, June 25, 2020** to all questions received by the deadline on **June 18, 2020.** The Department’s response will either provide clarification of the applicable issue or be in the form of a correction to this RFP. Vendor questions and the Department’s responses, as well as any formal written addendum will be posted on the Department’s website at www.dhr.alabama.gov by the close of business on the date listed.

1.6 MANDATORY REQUIREMENTS
Vendors are expected to respond to all of the requirements described in this document. The Department will determine whether a vendor’s proposal meets the terms of the requirements. Proposals that do not meet all requirements listed in this RFP may be subject to point reductions during the evaluation process or may be deemed non-responsive. Proposals that do not meet the requirements 1.6.1 through 1.6.9 will be deemed non-
1.6.1 DEADLINE FOR RECEIPT OF PROPOSALS

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

1.6.2 W-9 LEGAL STATUS LETTER OR TAXPAYER IDENTIFICATION NUMBER FORM

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

1.6.3 DISCLOSURE STATEMENT

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

1.6.4 CERTIFICATE OF COMPLIANCE

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

1.6.5 E-VERIFY MOU

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

1.6.6 IMMIGRATION STATUS FORM

Vendors must submit a completed immigration status form with their proposals.

1.6.7 AUTHORIZED VENDOR SIGNATORY

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

1.6.8 DUNS NUMBER

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

1.7 GENERAL REQUIREMENTS

1.7.1 ACCEPTANCE OF STANDARD TERMS AND CONDITIONS

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

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

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

1.7.3 PRIMARY VENDOR/SUBCONTRACTORS

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

1.7.4 VENDOR’S SIGNATURE

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

1.8 SUBMITTING A PROPOSAL

1.8.1 REQUIRED COPIES AND DEADLINE FOR RECEIPT OF PROPOSALS

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

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

Proposals must subscribe to the section/subsection headings and numbering format (i.e., 4.2.5.1 Vendor Qualifying Information) as specified in Section 4 Proposal Format and Instructions. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the RFP# 2020-500-03 Employment and Training Program. Proposals must be received at the receptionist’s desk of the Resource Management Division-Office of Procurement by 12:00 p.m., local time, Thursday, July 23, 2020. Two business (Monday-Friday) days prior to the due date, proposals may be hand delivered between the hours of 9:00 a.m. -12:00 p.m. (with the exception of state and federal holidays). Faxed and electronically submitted responses to requests for proposals are NOT accepted.

1.8.2 FAILURE TO COMPLY WITH INSTRUCTIONS

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

1.8.3 COST PROPOSAL FORMS

Vendors must respond to this RFP by utilizing the cost proposal forms found in Appendix F. These forms will be used as the primary representation of each Vendor’s cost and will be used extensively during proposal evaluations. Additional information should be included as necessary to explain in detail the Vendor’s cost.
1.8.4 TIMELY SUBMITTED PROPOSALS

All timely submitted proposals and materials received in response to this RFP become the property of the Department and will be incorporated into any formal documentation and/or contract resulting from this RFP between the Department and the Vendor.

1.8.5 LATE PROPOSALS

*Regards of the cause, late proposals will not be accepted and will automatically be disqualified from further consideration.* It shall be the Vendor’s sole risk to assure delivery at the receptionist’s desk at the designated office by the designated time. Late proposals will not be opened and may be returned to the Vendor at the expense of the Vendor or destroyed if requested.
SECTION 2: STANDARD INFORMATION

2.0 AUTHORITY

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

2.1 VENDOR COMPETITION

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

2.2 NONDISCRIMINATION

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

2.3 CERTIFICATE OF COMPLIANCE AND E-VERIFY

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

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

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

2.4 NO BOYCOTT CLAUSE

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

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

2.6 MERIT SYSTEM EXCLUSION

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

2.7 IMMIGRATION CLAUSE

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

2.8 DUNS NUMBER

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

2.9 PROPOSAL EFFECTIVE PERIOD

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

2.10 TRADE SECRETS

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

Information separated out under this process will be available for review only by the procurement officer, the evaluation committee members, and limited other designees. Vendors must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a “right to know” (open records) request from another party.
SECTION 2: STANDARD INFORMATION

2.11 PRE-SCREENING AND EVALUATION OF PROPOSALS

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

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

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

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

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

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

2.16 DEPARTMENT’S RIGHTS RESERVED
While the Department has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the Department to award and execute a contract. Upon determination such actions would be in its best interest, the Department, in its sole discretion, reserves the right to the following:
2.16.1 PRE-SELECTION DISCRETION
The Department reserves the right at its sole discretion, at any time and for any reason, to reject any or all of the proposals submitted in response to this RFP, or to cancel this RFP, if it is deemed by the Department to be in its best interest to do so.

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

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

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

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

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

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

2.16.8 NO GUARANTEE OF CONTRACT
Selection of a proposal shall not be binding upon the Department and may or may not, at the Department’s sole discretion, result in the Department entering into a contract with the vendor if it is in the best interest of Department not to proceed with contract execution.

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

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

The Alabama Department of Human Resources (DHR) Food Assistance Program seeks to partner with public and private agencies to expand the availability of services for A-RESET program participants to improve their employability through training and education, and help them obtain employment or get a better job to improve their economic circumstances.

Federal funding is available through a partnership with the Department to provide the following services:

- Supervised job search;
- Work readiness training such as job skills assessment and job clubs;
- Work experience or training for volunteers or paid employees;
- State, local or Workforce Innovation and Opportunity Act (WIOA) employment and job training programs;
- Education programs such as Basic Adult Education, GED preparation, literacy, and English as a Second Language classes;
- Self-employment;
- Job retention; and
- Case management.

The Federal SNAP (Employment and Training) E&T program also authorizes Federal funding for supportive services reasonable and necessary to the efficiency and effectiveness of employment and training services. These include case management, transportation, child care, and other participant expenses.

A more detailed description of the services and program components that are eligible for Federal reimbursement may be found on-line at https://fns-prod.azureedge.net/sites/default/files/ET_Toolkit_2013.pdf.

It is the intent of the Department to expand A-RESET services Statewide. Vendors are not required to provide services Statewide but must identify the counties that they will serve. Services may be provided directly by the vendor or through partnership with local agencies or organizations such as AIDT, community and technical colleges providing the needed services. A-RESET differs from most other Federal grant programs in that it is a “reimbursement” program and not a “matching” program. In a reimbursement program, 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. Providers are then reimbursed by the Department for 50 percent of expenditures.

In order to avoid cash flow issues, partners are encouraged to document the existing expenditure of non-Federal funds related to employment and training services it is already providing to SNAP recipients.

Importantly, the 50 percent Federal reimbursement providers receive from the Department can be “reinvested” to grow the program to draw down additional Federal funding. It is the intent of this procurement to leverage existing expenditures to supplement, not supplant existing expenditures. The power of leveraging is illustrated in the exhibit below.
The Department’s contracts with successful vendors selected as a result of this procurement will require that the Federal funds received be used as the “match” to expand services to A-RESET participants. The Federal funds received, however, should not be used to expand the exact same service. They could be used to fund different employment and training services or expand services to a different geographic area.

3.1 TYPES OF SERVICES

Services must include a comprehensive initial assessment of each participant’s employability, appropriateness for A-RESET services and make appropriate referrals for employment and training services that will lead to employment. 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.

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.

3.2 POPULATION TO BE SERVED

The State’s A-RESET program is opened to any SNAP recipient who wishes to participate with a focus on 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 is not 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 November 2019, there were over 5,000 ABAWDs, but more than 95,000 “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.
<table>
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<th>County Name</th>
<th># on SNAP</th>
<th># Work Registrants</th>
<th># ABAWDs</th>
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3.3 REPORTING REQUIREMENTS

During the course of the project, 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.
4.0 PROPOSAL REQUIREMENTS

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

4.1 COMPLETENESS OF PROPOSALS

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

4.2 PROPOSAL FORMAT

Proposals including attachments must be single-spaced, incorporating 1-inch margins, typed using Times New Roman (font), size 12, and in black print. Proposals must be printed/copied onto one side of standard (8½ x 11) white typing/copier paper. Paragraphs must be double-spaced. All proposals (the original and copies) must include labeled tabs that correspond with the bolded sections and subsections (titles and numbers) to which the information pertains as specified in Section 4 of this document. Do not use adhesive tabs (on pages of the proposal), tabs with paper inserts, sheet protectors, rings or prong fasteners. Vendors should avoid the use of elaborate presentations and binding materials beyond that which is sufficient to present complete and effective proposals. Proposals that do not adhere to the specified format may be deemed non-responsive.

4.2.1 COVER SHEET

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

4.2.2 TABLE OF CONTENTS

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

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

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

4.2.4 LICENSES/CERTIFICATES/CREDS

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

4.2.5 TECHNICAL PROPOSAL

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

4.2.5.1 VENDOR QUALIFYING INFORMATION

4.2.5.1.1 Vendor Profile and Experience

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

4.2.5.1.2 Past and Present Contractual Relationships with the Department

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

4.2.5.1.3 Contract Performance

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

Failure to report on the foregoing or if the information furnished is determined to be inaccurate, whether by omission or commission, shall result in rejection of the vendor’s Proposal.
No points will be assigned to proposals submitted by new or current vendors who have performed their contractual obligations satisfactorily. However, current vendors who have performed unsatisfactorily may experience point deductions up to a maximum of 10 points.

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

### 4.2.5.1.4 Project Staff/Resumes/Job Descriptions

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

### 4.2.5.1.5 Staff Performance Evaluations and Training

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

### 4.2.5.1.6 Background Checks

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

### 4.2.5.2 VENDOR FINANCIAL STABILITY

Vendors must submit an audited financial statement for year 2018 and letters from the auditor(s) who performed the 2017 and 2016 financial audits. Vendors of newly formed organizations, who have been in business less than one year must submit copies of any official quarterly financial statements (from a financial institution) that have been prepared since the end of the period reported by your most recent annual report.

### 4.2.5.3 METHOD OF PROVIDING SERVICES

#### 4.2.5.3.1 Service Delivery Approach

Vendors must provide a detailed description of the work plan and an outline of the entire curriculum. Vendor should include 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. **All services as specified in Section 3: Scope of Project must be addressed in the Service Delivery Approach.**

#### 4.2.5.3.2 Start-up Plan

Vendors must include a detailed project schedule that is comprised of the detailed work plan for the entire project. This section should also include any proposed additions to the tasks outlined in the **Section 3: Scope of Work. The selected vendor must be fully operational on October 01, 2020.**

#### 4.2.5.3.3 Assessment of Benefits and Impact

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

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

### 4.2.5.4 VENDOR CERTIFICATIONS

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

#### 4.2.5.4.1 Revolving Door Policy

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

#### 4.2.5.4.2 Debarment

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

#### 4.2.5.4.3 Open Trade

The vendor must attest that it is not currently engaged in and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

#### 4.2.5.4.4 Standard Contract

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

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

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

#### 4.2.5.4.6 Financial Accounting

Vendors must agree that the vendor’s accounting system will be consistent with General Accepted Governmental Accounting Principles (GAAP). The vendor must maintain sufficient financial accounting records documenting all funding sources and applicable expenditure of all funds from all sources.
4.2.5.4.7 Vendor Work Product
The vendor must attest that the proposal submitted in response to this document is the work product of said vendor. If the proposal is determined not to be the work product of the vendor, the proposal may, at the Department’s sole discretion, be rejected.

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

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

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

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

4.2.5.5.4 E-verify Memorandum of Understanding (MOU)
The Certificate of Compliance must be followed by a copy of the E-verify MOU. All proposals must include the E-verify MOU.

4.2.5.5.5 Immigration Status Form
The E-verify MOU must be followed by a copy of the Immigration Status Form. All proposals must include the Immigration Status Form. (Appendix E)
SECTION 5: COST PROPOSAL

5.0 BUDGET
Vendors must include a detailed line-item budget using the Cost Reimbursement Budget (See Appendix F), 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 in accordance with one of 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. Vendors must be able 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. Vendors must demonstrate that “like costs” are allocated consistently across all benefiting cost objectives. For example, the Vendor may not charge telephone costs as a direct cost to the Department for the proposed service and, at the same time, allocate such costs for one or more other programs administered by the Vendor as an indirect cost.

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

<table>
<thead>
<tr>
<th>Category</th>
<th>RFP Section</th>
<th>Point Value</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Vendor Qualifying Information</strong></td>
<td>30% of points for a possible 300 points</td>
<td></td>
</tr>
<tr>
<td>A. Vendor Profile and Experience</td>
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<td>275</td>
</tr>
<tr>
<td>B. Past and Present Contractual Relationships with the Department</td>
<td>4.2.5.1.2</td>
<td>0</td>
</tr>
<tr>
<td>C. Contract Performance</td>
<td>4.2.5.1.3</td>
<td>To be Determined</td>
</tr>
<tr>
<td>D. Project Staff/Resumes/Job Descriptions</td>
<td>4.2.5.1.4</td>
<td>0</td>
</tr>
<tr>
<td>E. Staff Performance Evaluations and Training</td>
<td>4.2.5.1.5</td>
<td>15</td>
</tr>
<tr>
<td>F. Background Checks</td>
<td>4.2.5.1.6</td>
<td>0</td>
</tr>
<tr>
<td>G. Vendor Financial Stability</td>
<td>4.2.5.2</td>
<td>10</td>
</tr>
<tr>
<td><strong>Method of Providing Services</strong></td>
<td>50% of points for a possible 500 points</td>
<td></td>
</tr>
<tr>
<td>A. Service Delivery Approach</td>
<td>4.2.5.3.1</td>
<td>475</td>
</tr>
<tr>
<td>B. Start-up Plan</td>
<td>4.2.5.3.2</td>
<td>15</td>
</tr>
<tr>
<td>C. Assessment of Benefits and Impact</td>
<td>4.2.5.3.3</td>
<td>10</td>
</tr>
<tr>
<td>D. Office Location</td>
<td>4.2.5.3.4</td>
<td>0</td>
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<tr>
<td>E. Vendor Certifications</td>
<td>4.2.5.4.</td>
<td>0</td>
</tr>
<tr>
<td><strong>Cost Proposal</strong></td>
<td>20% of points for a possible 200 points</td>
<td></td>
</tr>
<tr>
<td>A. Cost Proposal</td>
<td>5.0</td>
<td>200</td>
</tr>
</tbody>
</table>
APPENDIX A: STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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


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 B: TAXPAYER IDENTIFICATION NUMBER FORM

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

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

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

2. Circle the business designation that identifies your type of trade or business in PART 2.

3. Sign and return this form as part of the response to the RFP:

PART 1 – TAXPAYER IDENTIFICATION NUMBER, NAME AND ADDRESS.

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

NAME OF ORGANIZATION: ___________________________ PHONE: ___________________

LEGAL BUSINESS ADDRESS: ______________________________________________________

FAX: ___________________________ EMAIL: ___________________________

NAME & TITLE OF LEGAL SIGNATORY AUTHORITY: ____________________________________

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

1. CORPORATION, PROFESSIONAL ASSOCIATION OR PROFESSIONAL CORPORATION (A corporation formed under the laws of any state within the United States)

2. NOT FOR PROFIT CORPORATION (Section 501 (c) (3))

3. PARTNERSHIP, JOINT VENTURE, ESTATE OR TRUST

4. SOLE PROPRIETORSHIP OR SELF-EMPLOYED (Identification number must be Social Security Number)

5. NONCORPORATE RENTAL AGENT

6. GOVERNMENTAL ENTITY (City, County, State or U.S. Government)

7. FOREIGN CORPORATION OR FOREIGN NATIONAL OR OTHER FOREIGN ENTITY
   (A corporation or other foreign entity formed under the laws of a country other than the United States or an individual temporarily in the United States who pays taxes as a citizen of a country other than the United States.)

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

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

_________________________       ___________________________
SIGNATURE                  DATE

_________________________(______)
TELEPHONE NUMBER
(If different from above)

_________________________       ___________________________
SIGNATURE                  DATE

_________________________
TITLE

PLEASE INCLUDE FEDERAL IDENTIFICATION NUMBER ON ALL INVOICES

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APPENDIX C: TRADE SECRET AFFIDAVIT

Alabama Department of Human Resources

AFFIDAVIT FOR TRADE SECRET CONFIDENTIALITY

DEPARTMENT OF ___________________________ )ss.
County of ___________________________ )

____________________ (Affiant), being first duly sworn under oath, and representing ______________________ (hereafter “Vendor”), hereby deposes and says that:

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

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

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

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

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

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

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

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

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

_________________________________________
Affiant’s Signature

Signed and sworn to before me on ___________________________ (date) by ___________________________ (Affiant’s name).

Name of Notary Public: ___________________________ for the
Department of: ___________________________
My Commission Expires: ___________________________
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, 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
IMMIGRATION STATUS

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

___________________________________
Signature of Contractor

Witness
APPENDIX F: COST REIMBURSEMENT BUDGET FORM

COST REIMBURSEMENT BUDGET

Contract Number: ____________________________  Taxpayer ID#: __________________
Agency: ______________________________________________________________________
Address: ______________________________________________________________________
Project Title: __________________________________________________________________
Budget Period: October 01, 2020 to September 30, 2022  Fiscal Year: ________________

<table>
<thead>
<tr>
<th>BUDGET ITEMS</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. PERSONNEL</td>
<td></td>
</tr>
<tr>
<td>2. SUBCONTRACTS</td>
<td></td>
</tr>
<tr>
<td>3. TRAVEL</td>
<td></td>
</tr>
<tr>
<td>4. SPACE</td>
<td></td>
</tr>
<tr>
<td>5. SUPPLIES</td>
<td></td>
</tr>
<tr>
<td>6. EQUIPMENT</td>
<td></td>
</tr>
<tr>
<td>7. OTHER</td>
<td></td>
</tr>
<tr>
<td>8. TOTAL PROJECT FUNDING</td>
<td></td>
</tr>
<tr>
<td>(sum lines 1 through 7)</td>
<td></td>
</tr>
<tr>
<td>9. Local Share (Itemize the</td>
<td></td>
</tr>
<tr>
<td>sources and amounts under</td>
<td></td>
</tr>
<tr>
<td>COMMENTS below)</td>
<td></td>
</tr>
<tr>
<td>10. Other Federal Share</td>
<td></td>
</tr>
<tr>
<td>(Itemize the sources and</td>
<td></td>
</tr>
<tr>
<td>amounts under COMMENTS below)</td>
<td></td>
</tr>
<tr>
<td>11. MAXIMUM DHR SHARE</td>
<td></td>
</tr>
<tr>
<td>(line 8 minus lines 9 and 10)</td>
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<tr>
<td>&gt;&gt;&gt; &gt;&gt;&gt; &gt;&gt;&gt; &gt;&gt;&gt;</td>
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</tr>
<tr>
<td>12. PERCENT DHR SHARE OF TOTAL</td>
<td></td>
</tr>
<tr>
<td>PROJECT FUNDING</td>
<td></td>
</tr>
<tr>
<td>(Line 11 divided by line 8)</td>
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</tbody>
</table>

COMMENTS (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):

__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________

NOTE: ON THE FOLLOWING PAGES, DESIGNATE CLEARLY ALL BUDGET LINE ITEMS THAT
REPRESENT COSTS IN WHICH DHR WILL NOT PARTICIPATE IN WHOLE OR IN PART, I.E., IN-
KIND COSTS, UNALLOWABLE COSTS, ETC. ALL COSTS FOR THE LINE ITEMS SO DESIGNATED
MUST BE PAID IN FULL WITH NON-DHR FUNDS.

DHR USE ONLY

Page 36 of 41
<table>
<thead>
<tr>
<th>Contract Number:</th>
<th>Assistance Payments, Finance Division</th>
<th>Fiscal Year:</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. PERSONNEL</td>
<td>Group those Position Descriptions having identical salary details.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A. Number of Persons (annotate if position is currently vacant)</td>
<td>B. Position Description</td>
<td>C. Gross Salary Per Pay Period</td>
<td>D. % Time on Project</td>
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</tbody>
</table>

**Subtotal Salaries:**

<table>
<thead>
<tr>
<th>FRINGE BENEFITS</th>
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</thead>
<tbody>
<tr>
<td>FICA</td>
</tr>
<tr>
<td>Workman's Compensation</td>
</tr>
<tr>
<td>Health Insurance</td>
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<tr>
<td>Other (specify)</td>
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</tbody>
</table>

**Subtotal Fringe Benefits:**

TOTAL PERSONNEL:

<table>
<thead>
<tr>
<th>2. SUBCONTRACTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Itemize each actual/proposed subcontract. All subcontracts require the Department's prior written approval.</td>
</tr>
</tbody>
</table>
### TOTAL SUBCONTRACTS:

<table>
<thead>
<tr>
<th>Contract Number</th>
<th>Fiscal Year</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

### 3. TRAVEL
All out-of-state travel requires the Department's prior written approval.

- In-state
- Out-of-state

**TOTAL TRAVEL:**

### 4. SPACE
All repairs to facilities, regardless of the cost, require the Department's prior written approval.

- Telephone
- Rent/Lease
- Use Allowance (requires an FM-05 “USE ALLOWANCE – SPACE” form)
- Utilities
- Upkeep (buildings/grounds)
- Other (specify)

**TOTAL SPACE:**

### 5. SUPPLIES
Competitive bids may apply.

- Office Supplies
- Custodial Supplies
- Other (itemize and be specific -- attach a separate listing if needed)

**TOTAL SUPPLIES:**

### 6. EQUIPMENT
Itemize (attach a separate listing if needed).

- Rental/Lease
- Use Allowance (requires FM-06 “USE ALLOWANCE – EQUIPMENT" form)
- Depreciation (supporting documentation required -- see instructions)
- Repairs
- Other (specify)

**TOTAL EQUIPMENT:**
<table>
<thead>
<tr>
<th>7. OTHER</th>
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<tbody>
<tr>
<td>Liability Insurance</td>
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<tr>
<td>Vehicle Maintenance, such as gas, oil, etc.</td>
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<tr>
<td>Printing</td>
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<tr>
<td>Indirect Cost (rate must be approved by the Department)</td>
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<tr>
<td>Other (specify)</td>
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<tr>
<td><strong>TOTAL OTHER:</strong></td>
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</tbody>
</table>
APPENDIX G: FIXED RATE BUDGET

Contract Number: ________________________  Taxpayer ID#: ________________________
Agency: ________________________________________________
Address: ______________________________________________
Project Title: ____________________________________________
Budget Period: ____________________________ to ____________________________

<table>
<thead>
<tr>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
</tr>
</thead>
<tbody>
<tr>
<td>SERVICE DESCRIPTION</td>
<td>RATE PER UNIT</td>
<td>NUMBER OF UNITS (as applicable)</td>
<td>TOTAL COST (as applicable)</td>
</tr>
<tr>
<td></td>
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<td>X</td>
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</table>

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

Page 40 of 41
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:** October 01, 2020 through September 30, 2022 (*two years*)

### 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