



ALABAMA DEPARTMENT OF HUMAN RESOURCES REQUEST FOR PROPOSALS

PROCUREMENT INFORMATION	
RFP Number: 2022-500-01	RFP Title: Employment and Training Program Vendor Proposal
Proposal Due Date and Time: <i>Thursday, March 31, 2022-Extended 12:00 p.m., Central Time</i>	Number of Pages: 32
Procurement Officer: Vicki Cooper-Robinson, Procurement Manager Phone: (334) 353-2471 E-mail Address: vicki.robinson@dhr.alabama.gov Website: http://www.dhr.alabama.gov	Issue Date: <i>Friday, February 05, 2022</i>
	Issuing Division: <i>Food Assistance Division</i>
INSTRUCTIONS TO VENDORS	
Submit Proposal to: Vicki Cooper-Robinson, Procurement Manager Office of Procurement Alabama Department of Human Resources Gordon Persons Building, Second Floor Room Q3-012 50 Ripley Street Montgomery, AL 36130-4000	Label Envelope/Package: RFP Title/Number: Employment and Training Program/2022-500-01 Proposal Due Date: <i>Thursday, March 31, 2022-Extended</i>
	Special Instructions: <i>Vendors must complete the 2022 Employment and Training Vendor's Proposal posted on the Department's web site.</i>
VENDOR INFORMATION	
(Fill in the information fields below and return this form with RFP response)	
Vendor Name/Address:	Authorized Vendor Signatory:
DUNS NUMBER: _____	(Please print name and sign in ink)
Vendor Phone Number: ()	Vendor FAX Number: ()
Vendor Federal I.D. Number:	Vendor E-mail Address:
Indicate whether this proposal is an original or a copy. <input type="checkbox"/> Original <input type="checkbox"/> Copy	
Total number of proposal pages: _____	
Trade Secret Declarations: <u>(reference section/page(s) of trade secret declarations)</u>	

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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.

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 2020, there were over 10,467 ABAWDs, but more than 112,548 “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 December 2020

Alabama SNAP E and T counties are highlighted in red

<u>County Name</u>	<u># on SNAP</u>	<u># Work Registrants</u>	<u># ABAWDs</u>
	-	-	-
AUTAUGA	7,263	1,204	95
Baldwin	19,463	3,447	352
Barbour	5,307	762	48
Bibb	3,081	560	54
Blount	5,488	1,059	116
Bullock	2,401	342	21
Butler	4,614	606	23
CALHOUN	17,386	3,283	287
Chambers	5,679	977	86
Cherokee	2,983	581	55
Chilton	6,879	1,392	145
Choctaw	2,666	493	51
Clarke	4,899	826	79
Clay	1,445	212	19
Cleburne	2,187	424	29
Coffee	7,177	1,101	100
Colbert	6,980	1,173	124
Conecuh	2,494	472	52
Coosa	1,662	366	18
Covington	6,267	1,177	103
Crenshaw	2,693	460	39
Cullman	7,194	1,253	140
DALE	8,898	1,509	170
DALLAS	11,954	1,985	174
DeKalb	11,955	2,085	192
ELMORE	9,098	1,521	96
Escambia	7,536	1,132	45
Etowah	14,165	2,109	241
Fayette	2,997	455	15
Franklin	4,727	769	90
Geneva	4,531	850	50
Greene	2,098	318	38
Hale	3,388	476	37
Henry	2,551	461	62
Houston	18,384	2,692	279
Jackson	6,421	1,369	110
JEFFERSON	96,275	16,003	1,711
Lamar	2,313	415	42
Lauderdale	9,355	1,617	189
Lawrence	5,172	1,172	119

LEE	15,551	2,245	226
Limestone	6,812	1,125	108
LOWNDES	3,145	488	51
Macon	3,688	545	32
MADISON	35,085	5,313	379
Marengo	4,087	508	44
Marion	4,660	984	72
Marshall	12,665	1,929	180
MOBILE	73,726	11,552	1,196
Monroe	3,387	581	59
MONTGOMERY	49,891	6,975	540
Morgan	14,758	2,541	206
PERRY	2,900	526	57
Pickens	3,154	473	41
Pike	5,524	860	82
Randolph	4,456	783	61
Russell	11,097	1,881	185
St. Clair	10,318	1,807	146
SHELBY	11,694	2,115	165
Sumter	2,843	370	45
Talladega	11,987	2,089	211
Tallapoosa	6,656	940	74
TUSCALOOSA	22,408	3,339	336
Walker	9,269	1,833	131
Washington	2,704	521	40
WILCOX	3,619	579	55
Winston	2,868	538	49
Totals	686,978	112,548	10,467

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 three 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. Work experience is designed to improve the employability of a participant through actual work experience and/or training with a main goal of helping move the participant into regular employment.

On-the-Job-Training-This component provide job training from employers at a location that has been approved by the Department of Commerce. These may be with an employer or registered apprenticeship program. Typically, a participant will receive a wage while participating in the hands-on training. These programs are limit to the time required for a participant to become proficient in the occupation being trained, which should not exceed 6 months.

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 a minimum of 30 days up to a maximum of 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 with the Department. County Departments of Human Resources have A-RESET staff in the following counties:

Calhoun	Houston	Lowndes	Montgomery	Wilcox
Dallas	Jefferson	Madison	Talladega	
Elmore	Lee	Mobile	Tuscaloosa	

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:

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, 2022.

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 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.

Authorized Vendor Signatory

Date

4.2.5.4.4 Standard Contract

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

Authorized Vendor Signatory

Date

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

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

Authorized Vendor Signatory

Date

4.2.5.4.6 Financial Accounting

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

Authorized Vendor Signatory

Date

4.2.5.4.7 Vendor Work Product

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

Authorized Vendor Signatory

Date

COST PROPOSAL

5.0 COST PROPOSAL

I (Vendor) attest 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.

ATTACHMENT A: E-VERIFY DOCUMENTATION

Only U.S. citizens or foreign citizens who have the necessary authorization to legally work in the United States may be employed to work under any contract with the Department. Vendors must agree to not knowingly employ, hire for employment, or continue to employ an unauthorized alien, and must provide to the Department a sworn affidavit (*Appendix D*) signed before a notary attesting to such.

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

**Insert Documentation
Here**

APPENDIX B: DISCLOSURE STATEMENT



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

ENTITY COMPLETING FORM Agreement Number

ADDRESS

CITY, STATE, ZIP TELEPHONE NUMBER
()

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

ADDRESS

CITY, STATE, ZIP TELEPHONE NUMBER
()

This form is provided with:

Contract Proposal Request for Proposal Invitation to Bid Grant Proposal

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

Yes No

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

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

Yes No

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

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

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

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

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

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

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

Signature _____ Date _____

Notary's Signature _____ Date _____ Date Notary Expires _____

APPENDIX C: TRADE SECRET AFFIDAVIT

Alabama Department of Human Resources

AFFIDAVIT FOR TRADE SECRET CONFIDENTIALITY

DEPARTMENT OF _____)
County of _____)ss.

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

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

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

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

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

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

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

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

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

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

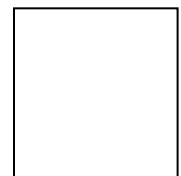
Affiant's Signature

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

Name of Notary Public: _____ for the

Department of: _____

My Commission Expires: _____



APPENDIX D: CERTIFICATE OF COMPLIANCE

State of _____)

County of _____)

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

DATE: _____

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

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

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

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

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

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

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

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

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

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

Certified this _____ day of _____ 20 _____.

Name of Contractor/Grantee/Recipient

By: _____

Its _____

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

this _____ day of _____ 20 _____.

WITNESS: _____

Printed Name of Witness

APPENDIX E: IMMIGRATION STATUS FORM

IMMIGRATION STATUS

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

Signature of Contractor

Witness

APPENDIX F: COST REIMBURSEMENT BUDGET FORM

COST REIMBURSEMENT BUDGET				
Contract Number:			Taxpayer ID#:	
Agency:				
Address:				
Project Title:				
Budget Period:		to	Fiscal Year:	
BUDGET ITEMS				TOTAL COST
1. PERSONNEL				
2. SUBCONTRACTS				
3. TRAVEL				
4. SPACE				
5. SUPPLIES				
6. EQUIPMENT				
7. OTHER				
8. TOTAL PROJECT FUNDING (sum lines 1 through 7)				
9. Local Share (Itemize the sources and amounts under COMMENTS below)				
10. Other Federal Share (Itemize the sources and amounts under COMMENTS below)				
11. MAXIMUM DHR SHARE (line 8 minus lines 9 and 10)			>>>>>>>>	
12. PERCENT DHR SHARE OF TOTAL PROJECT FUNDING (Line 11 divided by line 8)				50.00%
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):				
DHR USE ONLY				
Approved for Mathematical Accuracy:				
	Assistance Payments, Finance Division			Date

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.

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

APPENDIX G: 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

Contract Number	To be completed by DHR
Taxpayer ID	Federal Employer ID number
Agency	Official name of your organization
Address	Mailing address of business
Project Title	Name of project
Budget Periods	<i>October 01, 2022 through September 30, 2025 (three years)</i>

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

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

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

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**

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 \$750,000 or more in federal funds.

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

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

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

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

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

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

APPENDIX H: FIXED RATE BUDGET FORM

Contract Number: _____ Taxpayer ID#: _____

Agency: _____

Address: _____

Project Title: _____

Budget Period: _____ to _____

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

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, 2022 through September 30, 2025 (Three 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