



ALABAMA DEPARTMENT OF HUMAN RESOURCES REQUEST FOR PROPOSALS

PROCUREMENT INFORMATION	
RFP Number: GB2024-500-01	RFP Title: Summer EBT Solution
Proposal Due Date and Time: November 22, 2024 12:00 p.m., Central Time	Number of Pages: 48
Procurement Officer: Tina Limbaugh, Program Manager Phone: (334) 242-1650 Email: sdhr.procurement@dhr.alabama.gov Website: http://www.dhr.alabama.gov	Issue Date: October 18, 2024
	Issuing Division: Food Assistance
INSTRUCTIONS TO VENDORS	
Submit Proposal Electronically to: Tina Limbaugh, Program Manager Resource Management Division/SDHR Procurement Alabama Department of Human Resources Email: sdhr.procurement@dhr.alabama.gov	Label Submission: RFP Title/Number: GB2024-500-01 Summer EBT Solution Proposal Due Date: November 22, 2024
	Special Instructions:
VENDOR INFORMATION	
(Fill in the information fields below and return this form with RFP electronic response)	
Vendor Name/Address: (no P.O. Boxes)	Authorized Vendor Signatory: (Please print name and sign in ink)
Vendor Phone Number: ()	Vendor FAX Number: ()
Vendor Federal I.D. Number:	Vendor E-mail Address:
Total number of proposal pages: _____	
Trade Secret Declarations: (<u>reference section/page(s) of trade secret declarations</u>)	

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VENDOR'S RFP CHECKLIST

1. _____ **Read the *entire* document.** Note critical items such as: mandatory requirements; supplies/services required; submittal dates; licensing requirements; contractual requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. _____ **Note the procurement officer's name, address, phone numbers and e-mail address.** This is the only person you are allowed to communicate with regarding the RFP.
3. _____ **Attend the pre-proposal conference** if one is offered. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the Department of any ambiguities, inconsistencies, or errors in the RFP.
4. _____ **Take advantage of the “question and answer” period.** Submit your questions to the procurement officer by the due date listed in the Schedule of Events and view the answers given in the formal “addenda” issued for the RFP. All addenda issued for an RFP are posted on the Department’s website at www.dhr.alabama.gov and will include all questions asked and responses concerning the RFP.
5. _____ **Follow the format required in the RFP** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.
6. _____ **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don’t assume the Department or evaluation committee will know what your company’s capabilities are or what items/services you can provide, even if you have previously contracted with the Department. The proposals are evaluated based solely on the information and materials provided in your response.
7. _____ **Use the forms provided**, i.e., cover page, budget forms, certification forms, etc.
8. _____ **Check the Department’s website for RFP addenda.** It is the vendor’s responsibility to check the Department’s website at www.dhr.alabama.gov for any addenda issued for this RFP, no further notification will be provided.
9. _____ **Review and read the RFP document again** to make sure that you have addressed all requirements. Your original response must be complete.
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.

VENDOR'S DOCUMENT CHECKLIST

1. _____ **RFP COVER SHEET with signature of person legally authorized to bind vendor to proposal**
2. _____ **Section 5 (Cost Proposal)**
3. _____ **Licenses/Certificates/Credentials**
4. _____ **Disclosure Statement (Appendix A)**
5. _____ **W-9 and Legal Status Letter or Taxpayer ID # (Appendix B)**
6. _____ **Trade Secret Affidavit (Appendix C)**
7. _____ **Certificate of Compliance (Appendix D)**
8. _____ **Immigration Status Form (Appendix E)**
9. _____ **E-Verify (MOU)**
10. _____ **Audits or New Vendors provide Financial Statements**
11. _____ **Resumes/Job Descriptions for All Employee Levels assigned to this RFP**
12. _____ **Start-up Plan must have a Detailed Schedule Submitted**
13. _____ **Detailed Proposal Explaining all Items in RFP with Plan Addressing How the requirements of the RFP will be met**
14. _____ **In Section 4, Vendor must attest to all areas required in writing within proposal as stated in the RFP to the conditions stated in the RFP.**

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

SCHEDULE OF EVENTS

*The following RFP Schedule of Events represents the Department's best estimate of the schedule that will be followed. Unless otherwise specified, the time of day for the following events shall be between 9:00 a.m. and 12:00 p.m., Central Time. The Department reserves the right, at its sole discretion, to adjust this schedule, as it deems necessary. Notification of any adjustment to the Schedule of Events shall be posted on the Department's website at www.dhr.alabama.gov as detailed in Section 1.5.3 of this RFP. **Vendors should refer to the website periodically for changes to the RFP.***

EVENT	DATE
RFP Issue Date.....	October 18, 2024
Deadline for Receipt of Written Questions.....	October 25, 2024
Deadline for Posting of Written Responses to Questions	November 1, 2024
Electronic Proposal Submission.....	November 22, 2024

SECTION 1: PROJECT OVERVIEW AND INSTRUCTIONS

1.0 PROJECT OVERVIEW

The ALABAMA DEPARTMENT OF HUMAN RESOURCES, (hereinafter referred to as “the Department”) in conjunction with the Alabama State Department of Education (ALSDE) seeks a qualified vendor to provide a solution for implementing and maintaining all aspects of the State of Alabama’s (hereafter referred to as “the State”) Summer Electronic Benefits Transfer (S-EBT) program. The S-EBT program is a summer feeding program administered by the FNS and Nutrition Service (FNS) of the U. S. Department of Agriculture (USDA) established to provide grocery-buying benefits to low-income families with school-aged children when schools are closed for the summer. S-EBT eligibility is based on the eligibility standards for the National School Lunch Program (NSLP)/School Breakfast program (SBP) which includes children who are income eligible for free or reduced-priced school meals based on the Income Eligibility guidelines published by USDA.

The qualified vendor must propose a solution for creating a S-EBT portal, accept S-EBT applications, determine a student’s eligibility status, develop a process for handling appeals and fair hearings, as well as operating a customer service call center for the S-EBT program. A more complete description of the services sought is provided in Section 3: Scope of Project. Proposals submitted in response to this solicitation must comply with the instructions and procedures contained herein.

1.1 ELIGIBLE ENTITIES

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

1.2 REQUIRED LICENSURE/CERTIFICATION/CREDENTIAL

The selected vendor must provide a valid “Certificate(s) of Liability Insurance” to the Department prior to entering into a contract and on or before the date the previously provided liability insurance expires, the contractor must provide a valid Certificate(s) of Liability Insurance through the expiration of the contract.

1.3 CONTRACT TERM

The initial contract term is for a period of two (2) years beginning *February 01, 2025 and ending January 31, 2027*. Renewals of the contract, with the State having the sole option to renew, may be made under the same terms and condition for one additional period of two (2) years followed by one (1) year or any interval that is advantageous to the State, not to exceed a total of *five (5) years. Selected vendors must be fully operational on April 01, 2025.*

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 except for the procurement officer.** Any unauthorized contact will disqualify the vendor from further consideration. Contact information for the point of contact is as follows:

Tina Limbaugh, Program Manager
SDHR Procurement, Resource Management Division
Telephone Number: (334) 242-1650
E-mail Address: sdhr.procurement@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 to the procurement officer referenced above by 3:00 p.m. (CST) October 25, 2024. 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 November 1, 2024, to all questions received by the deadline on October 25, 2024. Vendor questions and the Department's responses, as well as any formal written amendment to RFP 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 1.6.6 will be deemed non-responsive and no other consideration will be given. **DO NOT ALTER ANY OF THE FORMS LISTED BELOW OR OTHERWISE INCLUDED/REQUIRED IN THIS DOCUMENT.**

1.6.1 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.

1.6.2 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.alabamaag.gov under *Forms and Links*. Vendors may also click on the following links for a copy of the Disclosure Statement: (online fill-in) <https://www.alabamaag.gov/wp-content/uploads/2023/04/File-AL-Vendor-Disclosure-Statement.pdf> when connected to the internet. Vendors must include a completed copy of the Disclosure Statement in their proposals.

1.6.3 CERTIFICATE OF COMPLIANCE

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

1.6.4 E-VERIFY DOCUMENTATION

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

1.6.5 IMMIGRATION STATUS FORM

Vendors must submit immigration status form documentation with their proposals (*Appendix E*).

1.6.6 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.

1.7 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. 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 ELECTRONIC SUBMISSION OF PROPOSAL

1.8.1 REQUIRED ELECTRONIC COPY AND DEADLINE FOR RECEIPT OF PROPOSALS

Vendors must submit **one (1)** electronic proposal, with the RFP cover sheet completed with Vendor's name, the RFP title, RFP number, and authorizing signatures to:

Tina Limbaugh, Program Manager
Resource Management Division/Office of Procurement
Alabama Department of Human Resources
sdhr.procurement@dhr.alabama.gov

Proposals must be received electronically to the Office of Procurement by 12:00 p.m., CST. prior to the due date.

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 BUDGET RATE

Vendors **must** respond to this RFP by utilizing the Forms in *Section 5*. Additional information should be included as necessary to explain in detail the Vendor's cost.

1.8.4 TIMELY SUBMITTED PROPOSALS

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

1.8.5 LATE PROPOSALS

Regardless of the cause, late proposals will not be accepted and will automatically be disqualified from further consideration. It shall be the Vendor's sole risk to assure delivery electronically at the receptionist's desk at the designated office by the designated time.

SECTION 2: STANDARD INFORMATION

2.0 AUTHORITY

This RFP is issued under the authority of Section 41-4-123 of the Alabama Code (Act 2021-296). 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.

Vendor hereby verifies that it, without violating controlling law or regulation, does not and will not, during the term of the contract, engage in economic boycotts as the term “economic boycott” is defined in Section 1 of Act 2023-409.

2.5 TERMINATION/ALTERNATIVE RESOLUTION

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

2.6 MERIT SYSTEM EXCLUSION

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

2.7 IMMIGRATION CLAUSE

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

2.8 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.

2.9 TRADE SECRETS

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

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

2.10 PRE-SCREENING AND EVALUATION OF PROPOSALS

2.10.1 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.

2.10.2 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.

2.11 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.

2.12 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.

2.13 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.

2.14 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.

2.15 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:

2.15.1 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.

2.15.2 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.

2.15.3 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.

2.15.4 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.

2.15.5 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.

2.15.6 ORAL PRESENTATIONS

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

2.15.7 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.

2.15.8 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.

2.15.9 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.

2.15.10 DISCLAIMER

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

SECTION 3: SCOPE OF PROJECT

3.0 SCOPE OF PROJECT

The Alabama DHR Food Assistance Program in conjunction with the Alabama State Department of Education (ALSDE) seeks a qualified vendor to provide a turnkey solution for implementing and maintaining all aspects of the State's S-EBT program.

Summer Electronic Benefit Transfer Program for Children (S-EBT) is a summer feeding program administered by the Food and Nutrition Service (FNS) of the U.S. Department of Agriculture (USDA). Section 13A of the Richard B. Russell National School Lunch Act authorizes the Secretary to establish the Special Supplemental Nutrition Program for Women, Infants, and Children (WIC), states electing to participate in the S-EBT Program must issue to each eligible household S-EBT benefits. S-EBT provides grocery-buying benefits to low-income families with school-aged children when schools are closed for the summer.

S-EBT eligibility is based on the eligibility standards for the National School Lunch Program (NSLP)/School Breakfast Program (SBP) which includes children who are income eligible for free or reduced-priced school meals based on the Income Eligibility guidelines published by the U.S. Department of Agriculture by notice in the Federal registers and in accordance with the household size and income standards for free and reduced price school meals, and children who are categorically eligible as defined in Federal regulation 7 CFR 292.2.

Beginning February 01, 2025 through April 01, 2025, the Vendor will be working with the State to establish the State's Summer EBT Solution which will include the development and implementation for the Summer EBT Call Center, Client Portal, Administrative Portal, and other tasks outlined in Section 3: Scope of Project of this RFP.

3.1 PROJECT REQUIREMENTS

The Vendor will be responsible for promoting the Summer EBT program to the public. The Vendor will create a strategy that outlines specific goals, target audiences, messaging, and timelines. Refer to the USDA's S-EBT Outreach Toolkit by visiting <https://www.fns.usda.gov/sebt/outreach-toolkit>.

3.1.1 SUMMER EBT PORTAL

The Vendor must design, develop, maintain, and support a secure, web-based S-EBT Portal that will allow parents and students to create a profile by establishing usernames and passwords, apply for S-EBT benefits, make S-EBT eligibility determination, update student information for all students including students considered eligible through streamlined certification, view benefit amount and availability date, decline S-EBT benefits, file appeals, and allow households to opt into text messaging and email communications. Users must be able to access the portal online as well as have iOS and Android capability for multiple browsers. The portal must support multi-languages in addition to English and Spanish. S-EBT is a new program which is evolving; therefore, vendor must be able to develop and update a fluid portal and must support all functionality specified by S-EBT federal regulations.

The portal should be configured so that streamlined certification and direct certification student data can be imported into the portal. When imported, the student data will be used to prevent duplicate participation and prevent streamlined certification students from submitting an online S-EBT application. The Portal must also have the ability to avoid the duplication of benefits by (1) preventing duplicate applications from being submitted for the same student, (2) matching S-EBT application data against the streamlined certification student database before the potential approval of the S-EBT application, and (3) reviewing approved S-EBT applicant data against streamlined certification data to further prevent over issuance to households that may apply without understanding their automatic enrollment in S-EBT.

The portal must ensure the confidentiality of all data and must be used solely for the purposes of the S-EBT program or to provide other social service benefits to eligible students. S-EBT information should be stored on the portal for the current year plus the last three (3) years. Navigation on the Portal should be easy to use and understand and be available in multiple languages. The Vendor must display the multilingual tagline notice link (<https://dhr.alabama.gov/free-communication-assistance/>) on the client portal. The link will lead to the “EBT FREE COMMUNICATION ASSISTANCE WEBPAGE TAGLINE”.

3.1.1.1 PORTAL PROFILE

The portal should allow households to register and create a user profile. The Parent/Guardian must be able to add multiple children's S-EBT accounts added to a single profile. Account holders will be allowed to add accounts for all students including students deemed eligible via streamlined certification. A valid email address will be required to create the user profile. The password should follow certain Password rules to maintain security. It should also include a forgot password link to reset if needed.

3.1.1.2 SUMMER EBT APPLICATION

The S-EBT portal shall allow for the creation and submission of an online S-EBT application for students that are not eligible via streamlined certification. The portal will make eligibility determinations based upon information entered by the household on the student's behalf in accordance with federal regulation 7 CFR 292.6. The information needed to make S-EBT eligibility determinations are:

- Student Name (First Name, Last Name, and Middle Initial)
- Date of Birth
- School Name
- Mailing Address / Home Address
- Social Security Number (optional field)
- Parent/Guardian Name (First Name, Last Name, and Middle Initial)
- Names of each Household Member
- Total Number of members in Household
- Telephone Number
- Email Address
- Student Lunch Code (Categorically Eligible, Free, Reduced, etc.)
- School Type (Public or Private)
- Household Income Amount
- Household Income Frequency
- Household Income Source

The S-EBT application will include an inquiry on whether each student has received S-EBT benefits from another state, if yes, the application should be denied. The Portal's S-EBT application must be designed so that each application must first agree to the attestation statement and acknowledge receipt of the FNS Non-discrimination Statement before the application can be successfully submitted. The online application must capture an electronic signature of the individual making the application electronically. The method and form of the electronic signature must constitute a legal signature under State and local laws. Parents/Guardians with multiple children must be able to submit multiple applications.

3.1.1.3 STUDENT INFORMATION UPDATES

The portal will allow for all households (including streamlined certified students) to have the ability to update student information. This information will include the mailing address, telephone number, email address and other information deemed necessary by the State.

3.1.1.4 ELIGIBILITY STATUS, BENEFIT AMOUNT AND AVAILABILITY DATE

The Portal shall display each student's eligibility status whether approved, denied, or pending, each eligible student's benefit amount and the student's availability date of S-EBT benefit after successfully logging into the portal.

3.1.1.5 DECLINATION OF BENEFITS

The Portal shall allow all households to have the ability to decline the issuance of S-EBT benefits for students who are eligible via streamlined certification. If S-EBT issuance is declined, the student will not receive the S-EBT benefit.

3.1.1.6 APPEALS AND FAIR HEARINGS

The portal shall include functionality and a process where a user may file an appeal related to S-EBT per federal regulation 7 CFR 292. The hearing procedures will provide an opportunity for families to appeal an eligibility determination and the State an opportunity to challenge the continued eligibility of the student.

3.1.1.7 COMMUNICATIONS

The portal will allow households the ability to opt into different forms of S-EBT related communication – text and email preferences.

3.1.1.8 ADDITIONAL APPLICATION AND PORTAL COMPONENTS

- Display each students' eligibility status.
- Display expungement procedures per 7 CFR 292.15
- Capability to prevent duplicate participation by matching student data between the streamline certification database and the S-EBT applicants.
- Inform participant and applicant households of their Program rights and responsibilities.
- Space to indicate a categorical eligibility status or provide a case number.
- USDA Nondiscrimination Statement on home page of website in English and Spanish.
- Use of information statement, categorical eligibility statement, and information disclosure statement.
- Optional collection of information on race and ethnicity of applicants.
- Provide S-EBT income guidelines.
- Provide S-EBT application and eligibility status for participants.
- Provide S-EBT benefit amount for each participant.
- Provide S-EBT benefit availability date for each participant.
- Capture the date each S-EBT application is received and maintain the status of each application whether it is approved, denied, or pending.
- Attestation Statement to attest that the information is true and accurate. S-EBT application should not be able to be submitted without the household's affirmation of the Attestation statement. Parents/guardians of children eligible for S-EBT via streamlined certification are not required to complete the attestation within the Portal.
- Provide link to EBT Client Portal: www.connectebt.com.
- Provide information on resources to educate families and children on healthy eating habits (SNAP-Ed).
- Have ability to detect, identify, and prevent duplicate application submissions and potential duplicate S-EBT issuances.
- Must contain Frequently Asked Questions (FAQ) page that answers questions that are commonly asked regarding S-EBT.
- Should NOT require households with children who are determined eligible via streamlined certification and NOT require direct certified participants to take any action or complete any additional documentation in order to receive the S-EBT benefit.

- Provide capability for households to file appeals per federal regulation 7 CFR 292.26 and other regulations pertaining to S-EBT appeals and manage the appeals.
- Understandable format and language.
- Available in many languages other than English and Spanish.

3.1.2 SUMMER EBT APPLICATIONS SUBMITTED OUTSIDE OF PORTAL – (PAPER)

Per federal regulations, vendor must make paper S-EBT applications available to households. The Vendor must make available a method to receive paper applications via mail or fax. A S-EBT eligibility determination must be made for these applications in the same manner as the online applications.

The vendor must have imaging capabilities to store and maintain S-EBT applications whether submitted online or in paper form.

The eligibility questions asked on the online S-EBT application should be identical to the non-virtual applications.

3.1.3 ADMINISTRATIVE PORTAL

The Vendor must design and support a web-based Administrators Portal within the S-EBT Portal that allows State office users to access and view Student Data and make changes to student data as needed. The Administrators Portal should allow users the ability to search all applicants by First and Last Name, Date of Birth, SSN, Parent/Guardian Name, Address, and School Name (sub-categories – Private School/Other and Homeschool). Also, a privilege is needed to access reports generated by the Vendor.

The Portal will require “Super” user login privileges as well as other privileges as defined by the State. These multi-level access controls ensures that only authorized individuals can process administrative transactions or access confidential client/student information.

The administration of the Administrative Portal security system shall lie with the DHR and ALSDE (Child Nutrition Programs) State Office users.

The portal must separate the student database for each academic year.

3.1.3.1 USER ROLES

To maintain the integrity of Personal Identifiable Information (PII), various user roles must be established to ensure only authorized individuals can process administrative actions or access confidential student account information. User roles can be established based upon the specific tasks be performed by the designated user.

The Portal will require “Super” user login privileges as well as other roles as the defined by the State. A “Super” user role must be created such that these users will have full system access with all permissions enabled. The “Super” user role will allow the user to remove ineligible students from the database.

The Portal must require a “Reports” role be established to allow users to access “Reports” but prevent other sensitive administrative actions.

3.1.4 CUSTOMER SERVICE CALL CENTER

The Vendor is required to support a Customer Service Help Desk for callers requesting information, resolving caller issues, providing eligibility information, and benefit availability information regarding the S-EBT program. The Vendor must provide client customer service Monday – Friday from 7:00 am – 6:00 pm CST. The Vendor must provide callers the ability to easily reach a live representative with a waiting period of no more than five (5) minutes.

The Customer Service Helpdesk will offer callers the ability to reach Customer Service Representatives (CSRs) Monday – Friday from 7:00 am –6:00 pm CST with an Interactive Voice Response (IVR) which offers general information 24 hours a day, 7 days per week. Callers should be able to reach the Customer Service Helpdesk via a toll-free “1-800” number. A chat option should also be included in the cost proposal.

The Vendor must monitor questions to help compile and update a Frequently Asked Questions (FAQs) list.

The Vendor must provide a Customer Service Helpdesk which meets or exceeds the following service requirements:

- Service requirements regarding number of rings prior to answer and the average time on hold must be consistent with call center industry standards. The Vendor must propose for client access to customer service including, but not limited to, number of rings and average time on hold.
- The Vendor must add additional language options other than English and Spanish to the Customer Service Helpdesk and IVR. These options will ensure limited English proficiency individuals have meaningful access to S-EBT.
 - 1 – English
 - 2 – Spanish
 - 3 – Other (connects client and CSR to an interpreter service which would assist CSR in communicating with client regardless of the language that the client is speaking).
- Teletypewriter (TTY) capability must be provided to clients with hearing disabilities.
- CSRs to resolve client issues regarding S-EBT. The Vendor must provide sufficient CSR capacity to meet the contractual service standards for client calls.
- Process for CSR to assist households with completing the S-EBT application by telephone.
- The Vendor must provide callers the ability to reach a customer service representative with a waiting period not more than five (5) minutes.
- CSRs that will confirm a caller’s identity prior to giving caller any household demographic or eligibility information.
- Inform households of the availability of the program benefits and the process to apply for benefits.
- Inform households of the simplified process to opt out of the S-EBT program.
- Provide a process for callers to “opt-out” of S-EBT participation via telephone for children who are enrolled through streamlined certification.
- Allow callers to update student addresses via telephone or chat option.
- Allow callers to “opt-in” to receive proactive communication (i.e., email, text messaging)
- Callers requesting benefit availability dates must be given the dates the benefits will be issued based on the issuance schedule provided by the State.
- Provide assistance to households that seek help in applying for S-EBT benefits.

The Vendor must provide a Customer Service unit designated to handle appeals, fair hearings, and claims procedures. The Vendor must be able to assist callers in handling all of the aforementioned procedures including gathering and verifying information and reporting the information back to the State.

The Vendor must supply an electronic mechanism to track, monitor and resolve all disputes so that it can be clearly communicated to DHR what issues need to be resolved to ensure proper and timely distribution of S-EBT benefits.

The Vendor will establish IVR Messaging and CSR Call Flow which must be approved by the State.

3.1.4.1 CUSTOMER SERVICE HELPDESK REPORTING REQUIREMENTS

- Number of Daily Calls Received

- Number of Calls Resolved by the Call Center
- Number of Calls referred to DHR
- Number of Addresses Updated by Call Center
- Number of Eligibility Disputes Resolved

See other reporting requirements in **Section 3.1.7**.

3.1.5 NOTIFICATIONS TO HOUSEHOLDS

In accordance with 7 CFR 292.12(f)(1) and 7 CFR 292.12(g), the Vendor will be responsible for notifying all households in writing of a child's S-EBT benefit eligibility determination (whether approved or denied) within 15 operational days of receipt of a completed application. All notices will inform the household of their S-EBT benefit determination whether the child is approved or denied, the amount of the S-EBT benefit (if approved), inform the household that they should only use benefits from the State where their child(ren) completed the instructional year immediately preceding the summer operational period, notification of the right to appeal, instructions on how to appeal, a statement reminding households that they may reapply for benefits at any time, affirm that there are no circumstances whereby a household can receive two (2) separate benefit issuances to the same child(ren) and the consequences that may result if a household knowingly receives benefits for which they are not entitled, and the benefit expungement time period.

In accordance with 7 CFR 292.13(f), when the household submits an incomplete application, the Vendor must follow-up with the household within 10 operational days of receipt of the incomplete application.

The Vendor will be responsible for creating all household notifications which will be subject to the Department's approval. The notices should contain the following:

The Notices of Approval/Eligibility sent to households with eligible children will contain a statement clarifying that a child should not receive S-EBT benefits of more than \$120 per eligible child. (For example, a child may not receive benefits from more than one State or more than one \$120 benefit from Alabama.) The Notice will:

- inform the household that they should only use benefits from the State where their child(ren) completed the instructional year immediately preceding the summer operational period.
- include instructions to notify the State if the household receives a duplicate benefit, along with instructions to destroy any duplicate benefit.
- affirm that there are no circumstances whereby a household can use two separate benefits issued to the same child(ren) and the consequences that may result should they knowingly use duplicate benefits.

The Vendor must include the following in all informational material:

- S-EBT official USDA logo and branding;
- Be in an understandable and uniform format, and to the maximum extent practicable, in a language that parents and guardians can understand;
- Include the USDA nondiscrimination statement; and
- Be provided in alternate formats for individuals with disabilities, as practicable.

3.1.6 FILE TRANSMISSION

The State in conjunction with ALSDE and selected Vendor will determine which of the following options will be used to transmit files. The selected Vendor must be able to execute both file transmission options.

The Vendor must be able to accept and ingest data files received from DHR and be able to import the data into the S-EBT portal. The data contained in these files are student data for streamlined certification students who are automatically eligible for S-EBT benefits. This data will be used in the portal for search purposes, to prevent

duplicate participation, and used for parents/guardians to update the student information and decline benefits, if necessary.

3.1.6.1 FILE TRANSMISSION – OPTION 1

The Vendor must be able to generate files to transmit to the State (and/or EBT Vendor). S-EBT data files will be transmitted **weekly**. The files will contain the records of eligible S-EBT student cases (or student data or case/client data).

3.1.6.2 FILE TRANSMISSION – OPTION 2

The Vendor must be able to generate Case/Client Maintenance (demographic data) and Benefit Maintenance Files received from S-EBT Portal. These files will be used to create S-EBT accounts for each eligible student including the streamlined certification students and fund each of the accounts with a S-EBT benefit.

The Vendor must have the ability to securely transmit these files **weekly** directly to the State's EBT Vendor (currently Conduent State & Local Solutions). The Case/Client Maintenance File is used by the State to add and update case and client (student) information on the EBT Vendor's EBT system. The Benefit Maintenance File is used by the State to add and update S-EBT benefit authorization information on the EBT Vendor's system.

3.1.6.3 FILE LAYOUT

The Vendor will work with the State to create the necessary file layouts to transfer data as needed from the State to the Vendor and from the Vendor to the State.

3.1.7 REPORTING REQUIREMENTS

The Vendor must accommodate the informational needs of the State for the S-EBT program. This information shall be provided electronically (via Enrollment Portal or electronic files transmitted to the State) or through other media that are mutually agreed upon. The Vendor may also recommend alternative methods for access, such as the internet. The Vendor will be responsible for distributing appropriate reports to the State. The Vendor, in its response to this RFP, must state its preferred method for distributing reports. The Vendor must retain records in its electronic forms. The Vendor must retain records for a period of 3 years after the date of submission of the final Financial Reports for the fiscal year. If audit or investigation findings have not been resolved, the records must be retained beyond the 3-year period, as long as is required, for the resolution of the issues raised by the audit or investigation.

The Vendor must monitor and document data on each of the following performance criteria as needed from the State:

3.1.7.1 PERFORMANCE CRITERIA

- Percentage of children eligible for S-EBT benefits who participated by using their benefits once.
- Percentage of S-EBT benefits that are issued to children not eligible for S-EBT.
- Percentage of children issued benefits who receive their first issuance before the start of the summer operational period.
- Percentage of eligible children who can be identified through streamlined certification who are enrolled without further application.
- Statistics and effectiveness of its customer service call center functions.

3.1.7.2 ADDITIONAL RECORDS AND REPORTS

- The Vendor must report participation and issuance on a monthly basis.

- The Vendor must report on all over-issuances, the number of students affected, and the aggregate amount of the over-issuance.
- The Vendor must report on the number of students who chose to opt out of S-EBT participation.

3.1.8 SYSTEM TESTING

In collaboration with the State, the Vendor must perform system testing on all components and functional areas of the S-EBT application/portal. The Vendor shall provide system test scripts to State staff detailing step-by-step instructions on actual test and system functions. Test scripts shall also describe the desired outcome and test results. Required system tests and demonstrations shall be conducted by the Vendor.

The Vendor shall maintain ongoing communications with the State which includes weekly status meetings and any other reports/meetings at the State's request. Of particular importance is the advance notification of downtime to the State by the Vendor.

3.1.9 HEARINGS/APPEALS

The Vendor must establish and conduct Fair Hearing procedures that is applicable to the S-EBT program following Hearing procedures for families and S-EBT agencies outlined in Federal regulation 7 CFR 292.26, 7 CFR 292.12(g), and 7 CFR 292.12(h).

At a minimum, the Fair Hearing procedures must:

- Allow a household to appeal, within 90 days after the end of the summer operational period, a decision made with respect to an application the household has submitted for S-EBT benefits, a streamlined certification for S-EBT benefits, a verification process or procedure, or any adverse action taken against the household by the S-EBT agency.
- If the household is not satisfied with the eligibility determination: (1) the household may request that the Vendor conduct a desk review of the student information to determine if the eligibility determination is correct; (2) if the household is not satisfied with the desk review, the Vendor's Management Staff will collaborate to review the student information to determine if the eligibility determination is correct; and (3) if the household is still not satisfied with steps 1 & 2, the household may request a Hearing/ State review of the student information to determine if the eligibility determination is correct and issue a finding.
- Provide a household with retroactive benefits for S-EBT if the fair hearing determination is in favor of the household.

3.1.10 SUMMER EBT CLAIMS 7 CFR 292.27

The vendor is responsible for ensuring S-EBT benefits are provided only to eligible children and in the correct amount in accordance with S-EBT Federal regulations as outlined in Federal regulation 7 CFR 292.27. The vendor must develop a process to allow households to submit a claim for benefits that were not issued or issued in the incorrect amount.

3.1.10.1 ERRONEOUS ISSUANCES

- S-EBT benefits issued to ineligible children or in the incorrect amount.
- Duplicate S-EBT issuances, including situations where Vendor allows an eligible household to access more than one S-EBT account for the same time period, or an eligible household receives program benefits from more than one State or ITO for the same time period.

3.1.10.2 CLAIMS AGAINST HOUSEHOLDS

The Vendor must develop a process to manage cases of erroneous issuances and pursue claims against a household as appropriate.

3.1.11 QUALITY CONTROL REVIEWS

The Vendor will be required to conduct Quality Control (QC) reviews of S-EBT cases in accordance with 7 CFR 292.14. Cases reviewed will include random cases as well as cases identified as cases in need of “for cause” verification.

3.1.11.1 RANDOM QC CASE REVIEWS

The Vendor must verify eligibility of children in a sample of S-EBT applications approved for benefits for the a given summer. The sample size for the Vendor must equal three (3) percent of all applications approved from the start of the instructional year through April 1 of the school year immediately preceding the summer operational period, selected randomly from all applications. The applications in this sample cannot be considered a part of the Verification for Cause applications. The Vendor may choose to conduct verification on a rolling basis, as long as the sample size requirement (3 percent of all applications approved) are met.

3.1.11.2 FOR CAUSE QC CASE REVIEWS

In accordance with 7 CFR 292.14, the Vendor must verify for cause applications, on a case-by-case basis, such as in an instance when the agency is aware of conflicting or inconsistent information provided by the household. S-EBT applications will be verified in the same manner as NSLP/SBP applications as opposed to upfront verification by requiring documentation of income. The Vendor may verify a S-EBT application for cause at any time during the instructional year or summer operational period. The verifications will be on a case-by-case basis such as in an instance when the Vendor or the State is aware of conflicting or inconsistent information being provided by the household. The verification must be completed within 30 days of receipt of the application.

3.1.12 CIVIL RIGHTS REQUIREMENTS

The State of Alabama is required to ensure individuals with limited English proficiency (LEP) are notified about the availability of free language assistance on the Enrollment Portal and Enrollment Helpdesk. In the operation of the S-EBT program, no child may be denied benefits or be otherwise discriminated against because of race, color, national origin, age, sex, or disability. The Vendor must comply with the requirements of: Title VI of the Civil Rights Act of 1964; title IX of the Education Amendments of 1972; section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; and Department of Agriculture regulations on nondiscrimination (7 CFR parts 15, 15a, and 15b).

SECTION 4: PROPOSAL FORMAT AND INSTRUCTIONS

4.0 PROPOSAL REQUIREMENTS

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

4.1 COMPLETENESS OF PROPOSALS

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

4.2 PROPOSAL FORMAT

Proposals must be single-spaced, incorporating 1-inch margins, typed using Times New Roman (font), size 12, and black print. Paragraphs must be double-spaced. All proposals must correspond with the bolded sections and subsections (titles and numbers) to which the information pertains as specified in Section 4 of this document. **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 the 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.

4.2.2 TABLE OF CONTENTS

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

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

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

4.2.4 LICENSES/CERTIFICATES/CREDENTIALS

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

4.2.5 TECHNICAL PROPOSAL

Copy of Licenses/Certificates/Credentials, if applicable should be followed by the **Technical Proposal**.

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.

Note: The Department reserves the right to not enter 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 the last two years and letters from the auditor(s) who performed the two years audits. Vendors of newly formed organizations, who have been in business less than one year must submit copies of any official quarterly financial statements (from a financial institution) that have been prepared since the end of the period reported by your most recent annual report.

4.2.5.3 METHOD OF PROVIDING SERVICES

4.2.5.3.1 Service Delivery Approach

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

4.2.5.3.2 Start-up Plan

Vendors must include a detailed project schedule that is comprised of the detailed work plan for the entire project. This section should also include any proposed additions to the tasks outlined in the *Section 3: Scope of Work. The selected vendor must be fully operational on April 01, 2025.* The selected vendor will begin working with the State to develop and implement the Summer EBT Call Center, Client Portal, Administrative Portal, and other tasks outlined in Section 3: Scope of Project effective February 01, 2025, and system must be fully operational no later than April 01, 2025.

4.2.5.3.3 Assessment of Benefits and Impact

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

4.2.5.3.4 Office Location

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

4.2.5.4 VENDOR CERTIFICATIONS

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

4.2.5.4.1 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."

4.2.5.4.2 Standard Contract

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

4.2.5.4.3 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).

4.2.5.4.4 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.

4.2.5.4.5 Vendor Work Product

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

4.2.5.5 ATTACHMENTS

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

4.2.5.5.1 Disclosure Statement

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

4.2.5.5.2 Trade Secret Affidavit

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

4.2.5.5.3 Certificate of Compliance

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

4.2.5.5.4 E-verify Memorandum of Understanding (MOU)

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

4.2.5.5.5 Immigration Status Form

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

SECTION 5: COST PROPOSAL

5.0 COST PROPOSAL

This section describes the format and content of the Cost Proposal. Price quotations must be submitted in the format specified. Responses that do not provide price proposals in the required format may be rejected at the option of the Department. Unless identified otherwise by the State in this RFP, prices quoted shall apply for the duration of the contract executed as a result of this RFP.

5.1 RESPONSE REQUIREMENTS

Responses must include prices for services in the following categories, functions, and activities as specified in the RFP:

- Start-up costs for Summer EBT solution.
- Client Portal development, implementation, and operation.
- Administrative Portal development, implementation, and operation
- Call center development, implementation, and operation.
- Incremental cost increases/decreases for alternative service options.
- System enhancement costs.

Responses must include information that identifies the specific location of the Customer Service Call Center. The State requires that all technical and support services be provided by employees within the United States.

5.2 PRICING ASSUMPTION

Vendors should use the following assumptions in developing their pricing table:

- The cost for each required service outlined and detailed in this RFP and additional services offered by the Vendor should be the Vendor's best/lowest cost(s) that can be afforded and guaranteed by the Vendor.
- The start-up costs shall be fixed based upon the requirements within the RFP and the costs cannot be for an amount less than zero (0).
- The pricing provided by the Vendor shall be fixed for the life of the contract.
- The State requires that all technical and support services be provided by employees located within the United States.

5.3 FEE FOR SERVICE PRICING

Pricing Schedule V-2 contains pricing for services that the State will pay based upon the utilization of the respective service.

As a guarantee for the delivery of services required by this RFP, and the acceptance by the Department of those services in accordance with the specifications set forth in the RFP, in the event the vendor fails to deliver or perform the said services to the Department's satisfaction, the Department reserves the right to withhold part or all of any funds committed by the Department under any contract that may result from a proposal submitted in response to this RFP and to cancel the said contract without any resulting liability, present and future, to the Department or to the State of Alabama.

5.4 PROFESSIONAL SERVICES PRICING

Pricing Schedule V-3 contains the hourly rate pricing that would be charged to the State for professional services not specifically addressed as being a part of the turnkey system or not outside of the scope of this RFP, such as a request to add additional benefit types and program areas or a system enhancement request to support new functionality. A per hour price should be provided for each labor category contained in the pricing table, and any other labor category not included within the table but utilized by the Contractor.

5.5 INVOICING AND PAYMENT

The State shall make monthly payments to the contractor for services rendered during the previous calendar month. The contractor shall prepare an invoice for services rendered following the last working day of each calendar month being billed. The invoice must be accompanied by supporting documentation that substantiates each individual line item on the bill. At a minimum, the monthly bill should contain the following:

- Report period (month/year)
- Previous amount due/payments received
- As applicable, billable start-up costs
- Portal (Client/Administrative) operations
- File Processing
- Customer Service Call Center Operations
- Reports

Vendor: _____

Date: _____

Schedule V-1
Pricing Table for Alabama Summer-EBT Solution Start-Up Costs

Category	Cost
Client & Administrative Portal Development	
Customer Service Call Center Activation	
File Transfer System Development	
Reports Development	
Total Start-Up Costs	

Vendor: _____

Date: _____

Schedule V-2
Pricing Table for Alabama Summer EBT Solution Fee for Service

Service Description	Unit of Measure	Unit Cost
Client Portal Operation	Cost per Active Acct (\$/Acct)	
Administrative Portal	Cost per Active Acct (\$/Acct)	
Customer Service Call Center	Monthly Cost	
24 Hour IVR Services	Monthly Cost	
File Transmission between DHR/ALSDE & Vendor	Cost/Record (\$/record)	
File Transmission Between EBT Vendor & Vendor	Cost/Record (\$/record)	
Notice Generation/Mailing	Cost/Notice (\$/notice)	
Report Generation	Monthly Cost	
Vendor Suggested Services		
Vendor Suggested Services		

Vendor: _____

Date: _____

Schedule V-3
Pricing Table for Alabama Summer EBT Solution Professional Service Fee

Professional Services	Hourly Rate
Project Manager	
Technical Project Manager	
Database Specialist	
Senior Programmer/Analyst	
Programmer/Analyst	
Software Test Specialist	
Technical Writer	
Other (Vendor Specify):	
Other (Vendor Specify):	

SECTION 6: EVALUATION CRITERIA

6.0 EVALUATION CRITERIA

The evaluation committee will review and evaluate the proposals according to the following criteria based on a **maximum possible value of 100 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. 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.

Category	RFP Section	Point Value
Vendor Qualifying Information	50% of points for a possible 50 points	
A. Vendor Profile and Experience	4.2.5.1.1	15
B. Contract Performance	4.2.5.1.3	20
C. Project Staff/Resumes/Job Descriptions	4.2.5.1.4	5
D. Staff Performance Evaluations and Training	4.2.5.1.5	5
E. Vendor Financial Stability	4.2.5.2	5
Method of Providing Services	30% of points for a possible 30 points	
A. Service Delivery Approach	4.2.5.3.1	20
B. Start-up Plan	4.2.5.3.2	5
C. Assessment of Benefits and Impact	4.2.5.3.3	5
Cost Proposal	20% of points for a possible 20 points	
A. Cost Proposal	5.0	20

SECTION 7: STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

COMPLIANCE WITH LAWS: The contractor must, in performance of work under the contract, fully comply with all applicable federal, department, or local laws, rules and regulations, including the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects' subcontractors to the same provision. The contractor agrees that the hiring of persons to perform the contract will be made based on 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 based on disability in admission to, access to, or operations of its programs, services, or activities. Individuals, who need aids, alternative document formats, or services for effective communications or other disability-related accommodations in the programs and services offered, are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

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

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

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

FOREIGN CORPORATIONS (OUT-OF-STATE FIRMS): Alabama law provides that a foreign corporation (out-of-state company/firm) may not transact business in the state until it obtains a certificate of authority from the Secretary of State, Section 10-2B-15.01, Code of Alabama 1975. To obtain form for a certificate of authority, contact the Secretary of State, Corporation Division, (334) 242-5324. Not having this certificate does not keep the vendor from registering.

HOLD HARMLESS/INDEMNIFICATION: The contractor agrees to hold the Department, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except for acts of omission resulting from the sole negligence of the Department, under this agreement.

IMMIGRATION CLAUSE: By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama and any location. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

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

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

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

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

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

TERMINATION OF CONTRACT: Unless otherwise stated, the Department may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

TERMINATION/ALTERNATIVE DISPUTE RESOLUTION

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

UNAVAILABILITY OF FUNDING: The Department, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason.

U.S. FUNDS: All prices and payments must be in U.S. dollars.

NONDISCRIMINATION IN USDA FEDERALLY ASSISTED PROGRAMS

1. The CONTRACTOR agrees to Comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), section I l(c) of the Food and Nutrition Act of 2008, as amended (7 U.S.C. 2020). Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendments Act of 2008 (42 U.S.C. 12131-12189) as implemented by Department of Justice regulations at 28 CFR part 35 and 36, Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency" (August 11, 2000), and all requirements imposed by the regulations issued by the Department of Agriculture to the effect that, no person in the United States shall, on the grounds of sex, including gender identity and sexual orientation, race, color, age, political belief, religious creed, disability, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under SNAP. This includes program-specific requirements found at 7 CFR part 15 et seq. and 7 CFR 272.6. To view the USDA Non-discrimination statement please visit <https://www.fns.usda.gov/civil-rights/usda-nondiscrimination-statement-other-fns-programs>

MEANINGFUL ACCESS FOR INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY (LEP)

1. Contractors that participate in the SNAP must take reasonable steps to ensure that LEP persons have meaningful access to programs, services, and benefits. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single language minorities in certain project areas. Contractors that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in the Food and Nutrition Act of 2008, as amended, Title VI of the Civil Rights Act of 1964 (Title VI) and SNAP program regulations at 7 CFR 272A(b). They also risk noncompliance with the USDA policy guidance titled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons", published in 79 FR 70771 - 70784 (November 28, 2014).

Contractors should develop an implementing plan to address the language assistance needs of the LEP population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging telephone interpreters and/or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language services are

available in appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP person and to the recipient. USDA's 2014 policy guidance includes detailed information on assessing LEP needs, identifying practices for translating documents that will be seen as strong evidence of compliance. LEP needs should be considered in developing budgets and front line staff should understand how to obtain language assistance services. For additional assistance and information regarding LEP matters, please also visit <http://www.lep.gov>.

ENSURING EQUAL OPPORTUNITY ACCESS FOR PERSONS WITH DISABILITIES

1. Contractors must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations.

DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but Contractors may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (TTY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: <http://www.ada.gov>.

NONDISCRIMINATION IN HHS FEDERALLY ASSISTED PROGRAMS

1. The Contractor agrees to comply with: (see <https://ocrportal.hhs.gov/ocr/aoc/instruction.jsf>)
 - A. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
 - B. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 84), to the end that, in accordance with Section 504 of that

- Act and the Regulation, no otherwise qualified individual with a disability in the United States shall, solely by reason of his or her disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
- C. Title IX of the Education Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.
- D. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
- E. Section 1557 of the Affordable Care Act (Pub. L. 111-148), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 92), to the end that, in accordance with Section 1557 and the Regulation, no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any health program or activity for which the Applicant receives Federal financial assistance from the Department.
- F. For HHS, the Contractor also agrees to comply with the Violence Against Women Reauthorization Act of 2013, as amended, which adds the protected bases of gender identity and sexual orientation.

The Contractor agrees that compliance with this assurance constitutes a condition of continued receipt of Federal financial assistance, and that it is binding upon the Contractor, its successors, transferees and assignees for the period during which such assistance is provided. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Contractor by the Department, this assurance shall obligate the Contractor, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Contractor for the period during which it retains ownership or possession of the property. The Contractor further recognizes and agrees that the United States shall have the right to seek judicial enforcement of this assurance.

2. The Contractor shall notify the Department of 1) any lawsuit filed against the Contractor alleging discrimination and 2) a statement describing any civil rights compliance reviews.
3. The Contractor will compile data, maintain records, and submit reports as required to permit

SECTION 7: STANDARD TERMS AND CONDITIONS

effective enforcement of nondiscrimination laws, regulations, policies, instructions, and guidelines. The documentation must meet the minimum standards set forth in the Alabama Department of Human Resources Language Assistance Policy and Civil Rights Policy in effect in the division in which the Contractor is providing services. The Contractor will permit authorized USDA or HHS personnel to review such records, books, and accounts as needed during hours of program operation to ascertain compliance.

APPENDIX A: 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 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

TITLE
(If different from above)

PLEASE INCLUDE FEDERAL IDENTIFICATION NUMBER ON ALL INVOICES

APPENDIX C: TRADE SECRET AFFIDAVIT

Alabama Department of Human Resources

AFFIDAVIT FOR TRADE SECRET CONFIDENTIALITY

DEPARTMENT OF _____)
County of _____)ss.

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

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

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

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

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

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

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

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

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

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

Affiant's Signature

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

Name of Notary Public: _____ for the

Department of: _____

My Commission Expires: _____



APPENDIX D: CERTIFICATE OF COMPLIANCE

State of _____)

County of _____)

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

DATE: _____

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

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

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

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

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

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

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

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

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

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

Certified this _____ day of _____ 20_____.

Name of Contractor/Grantee/Recipient

By: _____

Its _____

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

this _____ day of _____ 20_____.

WITNESS: _____

Printed Name of Witness

APPENDIX E: IMMIGRATION STATUS FORM

IMMIGRATION STATUS

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

Signature of Contractor

Witness