

Request for Proposal



Home Energy Rebates Program Implementation and Marketing Consultant

Issue Date: September 12, 2024

Proposal Due Date: November 14, 2024

The Alabama Department of Economic and Community Affairs (ADECA) is issuing a Request for Proposals (RFP) from interested parties to develop and administer a Home Energy Rebates Program for the State of Alabama. The selected respondent will provide program implementation and marketing strategies for residents of single-family and multifamily housing with home energy rebates.

The term of the initial contract will not exceed twenty-four (24) months from the execution of the contract, with the possibility of renewal or amendment for another twenty-four (24) month term upon written agreement by both parties and subject to availability of funding, not to exceed a total of seven (7) years. ADECA anticipates concluding the Home Energy Rebates Program on or around September 2031; however, ADECA's selection of a respondent for the initial contract does not constitute a commitment by ADECA to award any contract extension or future contract, for this or any future project, to the selected respondent.

Issuance of this RFP in no way constitutes a commitment by ADECA to award a contract. The final terms of engagement will be set out in a contract between the selected respondent and ADECA. Provisions of this RFP and the accepted proposal may be incorporated into the terms of the contract. The selected respondent must be registered to do business with the State of Alabama through the STAARS Vendor Self Service (VSS). For more information, visit VSS at <http://procurement.staars.alabama.gov>.

A. Program Overview

Funding is provided by the U.S. Department of Energy (DOE) through an allocation from the Inflation Reduction Act (IRA), Pub. L. 117-169 (August 16, 2022), authorizing DOE to carry out two Home Energy Rebate Programs. Specifically, IRA Section 50121 established the

Home Efficiency Rebates, and IRA Section 50122 established the IRA Home Electrification and Appliance Rebates (collectively, the Home Energy Rebates).

DOE has developed several program design and implementation guidelines that can be found on DOE's website at the following link: <https://www.energy.gov/scep/home-energy-rebates-program-design-and-implementation>. In addition, a list of frequently asked questions can be found on DOE's website at the following link: <https://www.energy.gov/scep/home-energy-rebates-frequently-asked-questions>.

The Home Energy Rebate Programs together authorized \$145,495,685.00 in funds for the benefit of Alabama, to be distributed to households by ADECA for qualified electrification projects (QEPs).

State Program Budget Limitations and Minimums

1. Up to twenty percent (20%) of the total funds awarded by DOE, or a maximum of \$29,099,137, may be used for planning, administration, and technical assistance. States are highly encouraged to keep these administrative costs as low as possible.
2. A minimum of ten percent (10%) of the total funds awarded by DOE minus administrative costs, or \$11,639,655.00, must be allocated to provide multi-family households with discounts for energy efficiency upgrades.
3. A minimum of forty-one percent (41%) of the total funds awarded by DOE minus administrative costs, or \$47,676,305.00, must be allocated to provide single-family households with discounts for energy efficiency upgrades.

ADECA is seeking an experienced respondent to assist ADECA in implementing the State's Home Energy Rebates Program. This RFP outlines a role for an implementer that can educate consumers, market Alabama's rebate goals, coordinate the home energy assessments, issue rebates to participants, issue incentives to contractors, and evaluate and report on the program. Demonstrated and proven ability in all these areas is required.

B. Anticipated Scope of Work

The selected respondent shall be responsible for all efforts required to provide services in accordance with local, state, and federal regulatory requirements by the lead federal agency, DOE. Each respondent must provide a comprehensive proposal for the administration of a statewide Home Energy Rebates Program. The proposal should address all aspects of the program procedure, costs, and goals, including but not limited to, the following deliverables:

1. Planning and Program Development

The proposal should describe the respondent's proposed approach in regard to community benefits, market transformation goals, and the promotion of other programs to include the following:

- i. To assist the State in the developing a Community Benefits Plan [which fulfills](#) the requirements laid out in the [Program Requirements and Application Instructions published by DOE](#) (see Section 3.1.4).
- ii. To assist the State in developing a Market Transformation Plan, while addressing how goals will be tracked, measured, and reported along with key market indicators that can quantify and measure market transformation goals and how that data will be collected.
- iii. To promote other federal programs, encouraging stacking and braiding with non-federal programs, including other incentives and financing offerings.

2. Education and Outreach

The proposal should describe the respondent's approach to targeting and conducting outreach, marketing, and education, including associated activities for trade partners (retailers, contractors, and distributors), consumers, multifamily building owners, and aggregators to include the following:

- i. Overall program approach and how households and multifamily building owners will interact with the program (i.e., customer journey) to include:
 - a. Partnerships (utilities, local governments, community-based organizations, etc.);
 - b. Channels (digital ads, neighbor to neighbor outreach, direct mailings, etc.); and
 - c. Educational materials (website, fact sheets, etc.).
- ii. Proposed activities on how the Program will target and conduct outreach, marketing, and education for the following:
 - a. Trade partners (retailers, contractors, and distributors);
 - b. Consumers;
 - c. Multi-family building owners; and
 - d. Aggregators.

3. Eligibility and Assessments

The proposal should describe the respondent's approach for household income verification, the home energy assessment process, utility data access collection and management for both single-family households and multifamily buildings as a whole, and rebates and incentive payments.

- i. Income verification

The proposal should identify the following:

- a. The tools to be utilized to identify qualifying households;
- b. The process to verify income levels of applicants and multifamily buildings; and
- c. The method to randomly sample applicants to confirm income level (especially if for self-attestation) and a remediation process if the income level reported was deemed falsified.

The proposal should also state whether the respondent intends to use the DOE Rebate Reservation and Tracking Application Programming Interface (API) and describe how the respondent will incorporate the DOE API into their systems and the execution of the income verification systems.

If the respondent does not intend to use the DOE API, the proposal should describe the systems the respondent will utilize to verify income and the experience for the household.

ii. Home energy assessments

The proposal should describe the following:

- a. The method to ensure all required information is collected and reported for qualified electrification projects (QEPs) that do or do not require a home energy assessment;
- b. The method to ensure home energy assessments are completed by a Home Energy Professional (HEP) Energy Auditor in compliance with the Building Performance Institute, Inc.'s (BPI) Home Energy Auditing Standard (ANSI/BPI 1100-T2023) and Standard Practice for Basic Analysis of Buildings (ANSI/BPI 1200-S-2017), where applicable. These standards can be found at the following link: <https://www.bpi.org/standards/current-standards>;
- c. The process to educate customers that an electrification project may result in a higher utility bill and develop a threshold for when there is an unacceptable risk of a higher bill; and
- d. The method to calculate the savings for each project to include the following (Note: This section can vary by the program pathway, modeled or measured. The respondent should utilize and describe one or both depending on their proposed plan):
 - Use of an approved measurement and verification methodology or modeling software, consistent with BPI's Standard Practice for Standardized Qualification of Whole-House Energy Savings Predictions by Calibration to Energy Use History (BPI-2400), also known as the Delta Standard, to determine weather-normalized energy use before the installation of any upgrades. This standard can be found at the following link: <https://www.bpi.org/standards/current-standards>;

- Whether a different methodology will be used for multifamily homes and how it will be different from single-family homes;
- Assessment of the availability and quality of billing data and determining sufficiency for modeled pathway;
- Performing periodic reliability analysis to ensure the reliability of modeled savings;
- If modeled-path exceptions are approved, how those program paths will be executed and managed;
- Measurement of energy savings across a portfolio of homes and how all individual home data be managed, monitored, and verified within the portfolio for measured pathway; and
- Confirm and describe how all calculations will be completed no less than nine (9) months after installation and how the peak season will be accounted for measured pathway.

iii. Utility data collection and management

The proposal should describe the respondent's approach for collecting and managing utility energy data for single-family households and whole-building aggregate data for multifamily buildings, to include the following:

- a. Implementation of a pre-project data access approach. (e.g., Opt-in, Opt-out, Aggregated, Open Access);
- b. Identification and applicability of allowed program requirement exceptions to utility bill collection;
- c. Proposed approach for assessing and communicating with various types of utilities;
- d. Ensuring consumers participating in the program agree to provide access to their energy usage data as a condition of receiving a rebate;
- e. Simplification of the process in accessing and sharing their utility data to minimize burden if program participants (i.e., homeowners) are involved;
- f. Proposed approach for overcoming barriers and obstacles to collecting utility energy data; and
- g. Ensuring that all data is collected and managed as defined in the *DOE Data and Tools Requirements Guide*. This guide can be found at the following link: <https://www.energy.gov/scep/articles/ira-home-energy-rebates-data-and-tools-requirements-guide>.

4. Rebate and Incentive Payments

The proposal should describe the respondent's approach to processing and paying rebates, including but not limited to the following:

- i. The methodology and software that will be used to calculate the rebate level based on income and energy savings;
- ii. The process of determining which upgrades and equipment are eligible for the Program and the process to update the allowable measures/qualified products;
- iii. How the respondent will execute and manage the process and confirm that the system will link to federally provided system via an application programming interface (API);
- iv. Describe how the respondent will work with retailers, distributors, contractors, and other eligible entities to provide point-of-sale rebates and systems that will be used for processing and payment;
- v. Management of receiving requests from and providing rebates to customers, contractors, distributors, and retailers;
- vi. Setting up multiple pathways to provide rebates either through point of sale or submitted invoice;
- vii. Process for rebate payment and mitigation of risks for not processing in a timely fashion;
- viii. Difference in procedures between single-family homes and multifamily homes/buildings;
- ix. Ensuring rebates meet all program requirements along with documentation and are not duplicated for the same equipment or upgrade;
- x. The process to ensure that the Energy Star certification requirement is adhered to;
- xi. Describe how will contractors and aggregators will be paid installation incentives in a timely fashion; and
- xii. Management of budgets and ensuring funds have not been over-obligated.

5. Consumer Protection and Quality Assurance

The proposal should describe the respondent's plan to support and assist the State in the development of a Consumer Protection Plan that should address the following:

- i. Development of a system to collect and respond to consumer feedback;
- ii. Proposed approach for conflict resolution and remediation;
- iii. Monitoring qualified contractors and notification method when contractors are in violation of program requirements; and

- iv. Qualification of contractors, retailers, and distributors as eligible and a process for delisting if necessary.

The proposal should also describe the respondent's plan to develop installation standards, as well as track and secure data collected, to include the following:

- i. Proposed approach for onsite inspections to meet DOE requirements;
- ii. Development of installation standards and a process to enforce those standards;
- iii. Develop a system for providing households and multifamily building owners with a Post-Installation Certificate;
- iv. Incorporating continuous improvement and developing processes for identifying problem areas and fraud/waste;
- v. Proposed approach to data tracking and data security in meeting the data collection requirements in the *DOE Data and Tools Requirements Guide* to include a description of cybersecurity protocols and how information will be stored securely with a description of risk-based security controls. This guide can be found at the following link: <https://www.energy.gov/scep/articles/ira-home-energy-rebates-data-and-tools-requirements-guide>; and
- vi. Usage of the DOE API or another system and data transfer abilities and protocols in place to utilize application programming interfaces (API) and HPXML.

6. Evaluation and Reporting

The proposal should describe the respondent's approach to determining the effectiveness of the Program, how the intended outcomes will be met, and how they can be improved.

The proposal should describe the respondent's Program evaluation criteria and how it will remain accessible for validation from DOE, including the following:

- i. Proposed metrics to track and measure effectiveness of outreach and education efforts;
- ii. Auditing tools and software;
- iii. Home assessment data and savings from the modeled and/or measured savings approach;
- iv. Review and validation of home assessments for accuracy and to ensure they meet all DOE requirements;
- v. Project costs;
- vi. Post-installation photos and interviews;
- vii. Incentives paid; and
- viii. Quality assurance tracking and resolution.

The proposal should also describe how the respondent will track and report the following to the State and DOE while keeping each Inflation Reduction Act section tracked and managed separately to include the following, if applicable:

- i. Quarterly progress;
- ii. Quarterly budget vs. actual spending;
- iii. Projected progress;
- iv. Projected budget changes, if any;
- v. Projected scope changes, if any;
- vi. Potential risks or realized issues on the project; and
- vii. Describe a defined, repeatable process to establish and track performance metrics.

C. Submission Requirements

In order to be considered complete, any proposal must contain the following:

1. Proposal cover sheet, to include the following:
 - i. The name, address, and phone number of the respondent firm/business;
 - ii. The respondent's website, if applicable;
 - iii. The name, title, email address, and phone number of point of contact for the proposal; and
 - iv. The name and title of the contract signatory authority.
2. The proposal as outlined in Section B of this RFP.
3. A description of the respondent's experience working with rebate programs relevant to the requirements of this RFP, to include the following:
 - i. A summary of related expertise and minimum qualifications that speak to both single-family and multifamily experience;
 - ii. Successful coordination of education and/or marketing projects with at least three years of experience; and
 - iii. A plan for staffing the project that includes an organization chart and bios/resumes of key personnel.
4. A proposed timeline. The term of the initial contract will not exceed twenty-four (24) months from the execution of the contract, with the possibility of renewal or amendment for another twenty-four (24) month term upon written agreement by both parties and subject to availability of funding, not to exceed a total of seven (7) years. ADECA anticipates concluding the Home Energy Rebates Program on or around September 2031; however, ADECA's selection of a respondent for the initial contract does not constitute a

commitment by ADECA to award any contract extension or future contract, for this or any future project, to the selected respondent. The proposed timeline should describe the tasks involved in each of the deliverable subsections described in Section B, broken down by year through September 2031.

5. A proposed budget. The proposal should detail all costs (travel, time, supplies, labor, etc.) involved in performing the services described in Section B. Please use the budget template provided.

The proposed budget should present costs **broken down by year** and should state any and all assumptions on which the proposed price is predicated, as well as any factors that would change the actual fee. The proposed budget should state what the respondent considers to be the most appropriate methods for determining a reasonable fee for this representation and state the rationale for this determination.

Any component of the proposal that the respondent expects to subcontract to another entity should be clearly delineated with the associated costs and subcontractor identity.

The total amount to be paid by ADECA for the services required through September 2031 shall not exceed \$24,484,700.00 for full and satisfactory performance. However, cost will be considered in the evaluation of proposals, so all respondents are encouraged to provide their best price.

The selected respondent will also be responsible for an additional \$59,315,960.00, which has been budgeted for single-family rebates, multi-family rebates, and contractor incentives. However, this \$59,315,960.00 should not be included in the respondent's budget. The budget should only include the respondent's basic fee structure and hourly rates for their services which must not exceed \$24,484,700.00 through 2031.

6. Letters of reference from three (3) previous customers or clients knowledgeable of the respondent's performance in providing services similar to the services described in this RFP, including the contact information (name, telephone number, and email address) for each reference.
7. State of Alabama Vendor Disclosure Statement.

Incomplete proposals will be disqualified and will not be considered for award. ADECA reserves the right to contact any respondent for additional information and/or clarifications.

D. Submittal Instructions

Proposals must be received before 5:00 p.m. CST on November 14, 2024. Any proposal received by ADECA after the stated time will be disqualified and will not be considered for award. It is the respondent's responsibility to confirm that a proposal is received on time.

Proposals must be submitted via email to RFP@adeca.alabama.gov with the subject line "Response to Home Energy Rebates Program Implementation and Marketing Consultant RFP."

Proposals may be modified or withdrawn prior to the deadline. In order to modify or withdraw a proposal, the respondent must submit the modification or the intent to withdraw in writing in the manner that the original proposal was submitted. Any modification or withdrawal received after the deadline will be considered late and will not be considered.

In accordance with Alabama Administrative Code § 355-4-3-.09, this RFP may be cancelled and/or any and all proposals may be rejected in whole or in part when doing so is in the best interest of the State. In the event that the RFP is cancelled, a notice of cancellation will be sent to appropriate recipients.

E. Selection Criteria

All proposals submitted in response to this RFP will be evaluated by ADECA. In addition to reviewing proposals to determine whether they meet the general and minimum requirements specified above, ADECA will consider and evaluate each of the following factors:

1. Experience (total 40 points possible)
 - i. Performance of related expertise and qualifications to both single-family and multifamily (10 points possible)
 - ii. Successful coordination of education and/or marketing projects with at least three years of experience (10 points possible)
 - iii. A plan for staffing the project that includes an organization chart and bios/resumes of key personnel (10 points possible)
 - iv. Letters of reference from three (3) previous customers or clients providing services described in RFP (10 points possible)
2. Capacity to complete all deliverables named in the Anticipated Scope of Work above (total 60 points possible)
3. Knowledge and understanding of program requirements (total 20 points possible)
 - i. Demonstrated knowledge and ability to implement DOE and ADECA policies and procedures (10 points possible)
 - ii. Demonstrated an understanding of scope of work requirements (10 points possible)
4. Cost proposal (total 20 points possible)
 - i. Total cost is within specifications and reasonable (10 points possible)
 - ii. Cost proposal is complete and details all costs involved in performing services (10 points possible)

As stated above, any proposal that is incomplete and/or submitted after the deadline will be considered unacceptable and ineligible for award.

F. Public Access to Information

All proposals received become records of ADECA and will be open to inspection by the public after award unless exempt from disclosure under Alabama law or regulation.

If the respondent chooses to include Confidential Information, as defined by State of Alabama Department of Finance Administrative Code Chapter 355-4-1-.03, the respondent may designate the information as such and request that the information be exempt from disclosure. The respondent must clearly designate the part of the response that contains Confidential Information in order to claim exemption from disclosure by submitting both an unredacted copy and a redacted copy of its proposal. Copies shall be clearly identified as either “Original Copy” or “Redacted Copy”. Regardless of any markings or requests by the respondent, ADECA may evaluate proposals to determine whether information should be considered as Confidential Information. The decision as to whether such confidentiality is appropriate rests solely with ADECA.

G. Further Discussion

Under State of Alabama Department of Finance Administrative Code Chapter 355-4-3-.03(9), ADECA may amend this RFP after its issuance. Any such amendment will be sent to all prospective respondents known to have received the RFP within a reasonable time to allow prospective respondents to consider it in preparing proposals. Any respondent who receives an amendment to this RFP must acknowledge receipt of the amendment via email to rebates@adeca.alabama.gov.

ADECA may conduct discussions with respondents who submit proposals determined to be reasonably susceptible of being selected for award. The purpose of any such discussions will be to promote a better understanding of ADECA’s requirements and/or to facilitate arriving at a contract.

A proposal may be selected for award without discussion between ADECA and a respondent. Discussion between ADECA and a respondent does not imply any increased likelihood of selection for award.

Questions pertaining to this RFP may be submitted to rebates@adeca.alabama.gov by 5:00 p.m. CST on October 24, 2024. Responses to questions will be posted publicly to [ADECA’s Funding Opportunities](#) webpage and the RFP database.

H. Contract Terms

This solicitation is not a contract and does not create an obligation or a contractual relationship between ADECA and any respondent; such obligation shall commence only upon the execution of a contract by the parties and the approval of said contract by the State of Alabama. The term of the initial contract will not exceed twenty-four (24) months from the execution of

the contract, with the possibility of renewal or amendment for another twenty-four (24) month term upon written agreement by both parties and subject to availability of funding, not to exceed a total of seven (7) years.

The following are terms expected to be included in any future contract between ADECA and the selected contractor. ADECA reserves the right to add terms and conditions to any final contract as necessary, within the scope of this solicitation.

1. Required Post-Selection Submissions

In order to execute a contract, the selected respondent will be required to submit the following items to ADECA:

- i. Immigration Status Form;
- ii. State of Alabama Disclosure Statement;
- iii. E-Verify Program for Employment Verification Memorandum of Understanding;
- iv. Certificate of Compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act; and
- v. W-9 Request for Taxpayer Number and Certification.

Blank templates for required submittals listed above can be found at the following link: <https://adeca.alabama.gov/weatherization-forms/>.

2. Terms of Contract and Acknowledgment

The contract is expected to take effect on or around early 2025 and is expected to expire on or around twenty-four (24) months after the effective date. The selected respondent will acknowledge that the contract is not effective until it has received all requisite state and government approvals, and the selected respondent shall not begin performing work under the contract until notified to do so by ADECA. The selected respondent will be entitled to no compensation for work performed prior to the effective date of the contract.

3. Funding

The total amount to be paid to the selected respondent will be determined during the procurement process.

4. Method of Payment

The selected respondent shall be paid upon submission of invoices that set out professional services rendered and related expenses.

ADECA will provide additional information on invoice requirements after the selection process. In addition to standard management and financial reporting requirements, the

Monthly Progress Reports and supporting documentation will be required in invoices as appropriate and applicable.

5. Contractor Not Entitled to Merit System Benefits

Under no circumstances shall the selected respondent be entitled to receive the benefits granted to State employees under the Merit System Act.

6. Amendments

Any and all requests for amendments and/or modifications to the contract must be submitted in writing to ADECA and approved by ADECA prior to implementation. Some modifications may require an amendment to the contract. Any changes to the contract award amount will require an amendment to the contract.

7. Hearing on Appeal

The selected respondent shall have the right to appeal any determination to terminate the contract made by ADECA; however, if the selected respondent fails to submit its appeal, in writing, within ten (10) calendar days from written notice of the termination and/or fails to request and receive approval from ADECA for extension of such, then the selected respondent shall have no further right of appeal.

A hearing shall be conducted at ADECA's offices in Montgomery, Alabama, or any other appropriate location at ADECA's discretion, with a written notification of the time, place, and subject matter by ADECA to the selected respondent.

8. Not to Constitute a Debt of the State

The terms and commitments contained within any contract made with the selected respondent shall not be constituted as a debt of the State of Alabama in violation of Ala. Const. art. XI, § 213.

9. Conflicting Provision

If any provision of the contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may during the course of the contract be enacted, then that conflicting provision in the contract shall be deemed null and void.

10. Immunity and Dispute Resolution

The parties to the contract will recognize and acknowledge that ADECA is an instrumentality of the State of Alabama and, as such, it is immune from suit pursuant to Ala. Const. art. I, § 14. It is further acknowledged and agreed that none of the provisions and conditions of the contract shall be deemed to be or construed to be a waiver by ADECA of such Constitutional Immunity.

In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail, and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama.

For any and all disputes arising under the terms of the contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing, where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.

11. Disclaimer

ADECA will specifically deny liability for any claim arising out of any act or omission by any person or agency receiving funds from ADECA whether by contract, grant, loan, or by any other means.

No subrecipient, contractor, or agency performing services under any agreement, contract, grant, or any other understanding, oral or written, other than an actual employee of ADECA, shall be considered an agent or employee of the State of Alabama or ADECA or any division thereof. The State of Alabama, ADECA, and their agents and employees assume no liability to any subrecipient, contractor, or agency, or any third party, for any damages to property, both real and personal, or personal injuries, including death, arising out of or in any way connected with the acts or omissions of any subrecipient, contractor, or agency, or any other person.

12. Access to Records

The Director of ADECA, the Comptroller General of the United States (if Federal funds), the Chief Examiner of Public Accounts, or any of their duly authorized representatives shall have the right of access to any pertinent books, documents, papers, and records of the selected respondent for the purposes of making audits, financial reviews, examinations, excerpts and transcripts. This right also includes timely and reasonable access to personnel of the selected respondent for the purpose of interview and discussion related to such agreement. The right of access is not limited to the required retention period but shall last as long as the records are retained.

13. Assignability

The selected respondent shall not assign any interest in the contract and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of ADECA thereto provided. However, that claims for money due, or to become due to the selected respondent from ADECA under the contract may be assigned to a bank, a trust company, or other financial institution through a valid court order and without such approval. Notice of such assignment or transfer shall be furnished promptly to ADECA.

14. Contingency Clause

Any ADECA commitment of funds made within the contract shall be contingent upon receipt and availability by ADECA of funds under the program for which the contract shall be made. If the contract involves Federal funds, the amount of the contract will be adjusted by the amount of any Federal recessions and/or deferrals.

Payments made by ADECA under the terms of the contract shall not constitute final approval of documents submitted by the selected respondent or of procedures used in formulated requests for payment to the selected respondent. Funds appropriated and obliged to the award will be available for reimbursement of costs until the end of the performance period set forth in the contract.

15. Conflict of Interest

A conflict of interest, real or apparent, will arise when any of the following has a financial or other interest in the firm or organization selected for an award: (1) the individual, (2) any member of the individual's immediate family, (3) the individual's partner, or (4) an organization which employs, or is about to employ any of the above. The selected respondent will certify by signing the contract that no person under its employ or control who presently performs functions, duties, or responsibilities in connection with ADECA of grant-funded projects or programs has any personal and/or financial interest, direct or indirect, in the contract nor will the selected respondent hire any person having such conflicting interest. The selected respondent will further certify that it will maintain a written code of standards governing the performance of persons engaged in the award and administration of contracts and subgrants.

16. Indirect Cost

In accordance with 2 C.F.R. § 200.332(a)(4) and § 200.414, Subrecipients of Federal awards may charge indirect costs to the award unless statutorily prohibited by the Federal program and in accordance with any applicable administrative caps on Federal funding. ADECA will accept a Federally negotiated indirect cost rate. If no approved rate exists, ADECA will collaborate with the selected Respondent to determine an appropriate rate. This rate will be either a negotiated rate, which can be based on a prior negotiated rate between a different pass-through entity and the same Subrecipient, or the 10% de minimis rate of the modified total direct cost as defined in 2 C.F.R. § 200.1. If basing the rate on a previously negotiated rate, ADECA is not required to collect information justifying this rate but may elect to do so. Subrecipients can allocate and charge direct costs through cost allocation. However, in accordance with 2 C.F.R. § 200.403, costs must be consistently charged as either indirect or direct costs but not charged as both or inconsistently charged to the Federal award. Once chosen, the method must be used consistently for all Federal awards until such time as a negotiated rate is approved by the Subrecipients' Federal cognizant agency.

17. Audit Requirements

All subrecipients of Federal funds must follow the audit requirements identified in the Office of Management and Budget Uniform Administrative Requirements, 2 CFR Part 200, Subpart F. Additionally, if any subrecipient receives more than \$500,000.00 collectively in State General Fund appropriations in their fiscal year from the Department, they must have an audit in accordance with Government Auditing Standards (the Yellow Book) and Generally Accepted Auditing Standards established by the AICPA.

Nothing contained in the contract shall be construed to mean that ADECA cannot utilize its auditors regarding limited scope audits of various ADECA funds. Audits of this nature shall be planned and carried out in such a way as to avoid duplication or not exceed the audit coverage limits as stated in the Uniform Administrative Requirements.

Copies of all required audits must be submitted to the following mailing address or emailed to audit@adeca.alabama.gov:

Alabama Department of Economic and Community Affairs
ATTENTION: Audit Section
P.O. Box 5690
Montgomery, Alabama 36103-5690

An additional copy of all required audits must be submitted to the following mailing address:

Alabama Department of Examiners of Public Accounts
ATTENTION: Audit Report Repository
P.O. Box 302251
Montgomery, Alabama 36130-2251

All entities that have a single audit must submit the reporting package and data collection to the Federal Audit Clearinghouse in accordance with 2 CFR Part 200, Subpart F § 200.512.

18. Audit Exceptions, Unresolved Questioned Costs, and Outstanding Debts

The selected respondent will certify by signing the contract that it does not have any unresolved audit exceptions, unresolved questioned costs, or finding of fiscal inadequacy as a result of project monitoring. It further certifies that no money is owed to any division of ADECA, or to the Federal government under any program where it has not arranged a repayment plan.

19. Suspension of Payments

Payments under the contract may be suspended in the event that there is an outstanding audit exception under any program administered by any division of ADECA or in the event

there is an amount owing to any division of ADECA, or an amount owing to the Federal government any program administered by any division of ADECA that is not received in a reasonable and timely manner.

Should the selected respondent incur an unresolved audit exception, have unresolved questionable costs, or finding of inadequacy as a result of any project monitoring by ADECA or any division thereof, ADECA shall not enter into any other contract agreement, grants, etc. with said Contractor until the audit exception, questioned cost, or finding of fiscal inadequacy has been resolved.

ADECA shall not enter into another contract agreement, grant, etc. with any individual, agency, company, or government under any program administered by any division of ADECA that has not arranged a repayment schedule.

20. Disclosure Statement

Unless otherwise exempt under Ala. Code § 41-16-82, a disclosure statement must be submitted to ADECA for any and all proposals, bids, contracts, or grant proposals in excess of \$5,000.00.

21. Compliance with Federal, State, and Local Laws

In addition to the provisions provided in the contract, the selected respondent shall be responsible for complying with any and all other applicable laws, ordinances, codes, and regulations of the Federal, State, and local governments, including but not limited to Alabama procurement law (Ala. Code § 41-16-1 *et seq.*; Ala. Code § 41-4-130 *et seq.*), the Alabama Public Works Law (Ala. Code § 39-1-1 *et seq.*), any State permitting requirements, the Alabama Open Meetings Act (Ala. Code § 36-25a-1 *et seq.*), and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Ala. Code § 31-13-1 *et seq.*).

For all contracts governed by the Alabama Public Works Law or Alabama procurement law, the following shall apply: In compliance with Ala. Code § 41-16-5, the contractor hereby certifies 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.

By signing the contract, the parties will affirm for the duration of the contract 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. 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.

In compliance with Ala. Code § 41-16-5, the selected respondent will certify that it is not currently engaged in and will not engage in the boycott of a person or entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

In compliance with Ala. Code § 41-16-161, by signing the contract, the selected respondent will provide written verification that the selected respondent, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts.

22. Nondiscrimination

The selected respondent shall be prohibited from discriminating based on race, religion, color, national origin, sex, gender identity, sexual orientation, disability, familial status, or limited English proficiency (LEP).

23. OMB Uniform Guidance for Federal Awards

For any and all contracts or grants made by a non-Federal entity under a Federal award, the non-Federal entity must comply with 2 C.F.R. Part 200, the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which includes but is not limited to, subpart B, General Provisions; subpart C, Pre-Federal Awards Requirements and Contents of Federal Awards; subpart D, Post Federal Award Regulations; subpart E, Cost Principles; subpart F, Audit Requirements; and all accompanying appendices.

For any and all contracts made by a non-Federal entity under a Federal Award, 2 C.F.R. § 200.327 requires provisions covering the following (as found in Appendix II to Part 200) be included and adhered to as applicable and unless specifically excluded by other Federal regulations:

i. **Termination**

A clause addressing termination for cause and convenience must be included in all contracts in excess of \$10,000. The following provisions will apply to termination under the contract, whether termination by ADECA or by the selected respondent. The performance of work under the contract may be terminated in whole or in part for the following circumstances:

- a. Termination for Convenience. The contract may be terminated by either party with thirty (30) days written notice. Said notice shall specify the reasons for requesting such termination. If ADECA determines that the continuation of the work will serve no useful public purpose, the contract may be terminated by ADECA and the selected respondent shall be entitled to necessary expenses incurred through the date of termination or the date services are last provided, whichever occurs first.
- b. Termination for Cause. If, through any cause, the selected respondent fails to fulfill in a timely manner its obligations under the contract or if the selected respondent violates any of the covenants, agreements, or stipulations of the contract and such failure or violation is not corrected within fifteen (15) days

after such notice is given by ADECA to the selected respondent, ADECA shall thereupon have the right to immediately terminate or suspend the contract by giving written notice to the selected respondent of such termination or suspension and specifying the effective date thereof.

In the event of termination for either convenience of cause, all property finished or unfinished, documents, data, studies, surveys, drawings, maps, models, photographs, computer tapes, computer programs, and reports prepared by the selected respondent under the Contract shall at the option of ADECA, and if in accordance with applicable State and Federal regulations, become the property of ADECA. The selected respondent shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Notwithstanding the above, the selected respondent shall not be relieved of any liability to ADECA for damages sustained by ADECA by virtue of any breach of the contract by the selected respondent and ADECA may withhold any payments to the selected respondent for the purpose of setoff until such time as the exact amount of damages to ADECA for the selected respondent is determined.

ii. **Equal Employment Opportunity**

In accordance with 41 C.F.R. § 60-1.4(b) and Executive Order 11246 (as amended by Executive Order 11375), for any Federally assisted construction contract as defined by 41 C.F.R. § 60-1.3, the Contractor, during the performance of this agreement, hereby agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each

subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order No. 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this contract; refrain from extending any further assistance to the Contractor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such contractor; and refer the case to the Department of Justice for appropriate legal proceedings.

iii. **Davis-Bacon Act and Copeland "Anti-Kickback" Act**

In the event the contract is for an amount which exceeds \$2,000 and is a prime construction contract, the selected respondent shall comply with the Davis-Bacon Act (40 U.S.C. § 3141 – 3144 and 3146 – 3148), as supplemented by U.S. Department of Labor regulations at 29 C.F.R. Part 5, which includes provisions providing for the payment of mechanics and laborers at a rate not less than the

prevailing wages specified in a wage determination issued by the U.S. Secretary of Labor, and provides for the payment of wages to mechanics and laborers not less than once a week. Additionally, for all prime construction contracts in excess of \$2,000, the Contractor or Subrecipient shall comply with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3), which prohibits a Contractor or Subrecipient from inducing any person employed in the construction, completion, or repair of a public work from to give up any compensation to which he or she is entitled to receive. In the event of a suspected or reported violation of either the Davis-Bacon Act or the Copeland “Anti-Kickback” Act, ADECA shall report such violation to the Federal awarding agency.

iv. **Contract Work Hours and Safety Standards Act**

In the event the contract is for an amount in excess of \$100,000 and involves the employment of mechanics and laborers, the selected respondent shall comply with the Contract Work Hours and Safety Standards Act, 40 U.S.C. § 3701–08, specifically §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Said Act includes provisions which provide that a contractor must compute the wages of mechanics and laborers on the basis of a standard 40-hour work week. If an employee works in excess of 40 hours during a work week, the employee must be compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours. Further, neither a laborer nor a mechanic can be required to work in unsanitary, hazardous or dangerous conditions. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

v. **Rights to Inventions Made Under a Contract or Agreement**

If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment of performance of experimental, developmental, or research work under that “funding agreement,” the recipient or Subrecipient must comply with the requirements of 37 C.F.R. Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

vi. **Clean Air Act and Federal Water Pollution Control Act**

In the event the contract is for an amount in excess of \$150,000, the selected respondent shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401–7671q) and the Federal Water Pollution Control Act (33 U.S.C. § 1251–1387). ADECA shall report any suspected

or reported violation to the Federal awarding agency and to the Regional Office of the Environmental Protection Agency (EPA).

vii. **Debarment and Suspension**

The selected respondent will be prohibited from using any contractor or subcontractor that has been debarred, suspended, or otherwise excluded from participation in Federal Assistance programs (Executive Orders 12549 and 12689).

The selected respondent shall require participants in lower tier covered transactions to include the certification on Government-wide Debarment and Suspension (Non-Procurement) for it and its principals in any proposal submitted in connection with such lower tier covered transactions (see Code of Federal Regulations, 2 CFR Part 180.300). The Excluded Parties List System is available for access from the System for Award Management website at <http://www.SAM.gov>.

The selected respondent will certify by entering into the contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed from debarment, declared ineligible, or voluntarily excluded from entering into the contract by any Federal agency or by any department, agency, or political subdivision of the State. The term “principal” for purposes of the contract means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities or a person who has critical influence or substantive control over the operations of the selected respondent.

The selected respondent will certify that it has verified the suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The Contractor shall immediately notify the Department if any subcontractor becomes debarred or suspended and shall, at the Department’s request, take all steps required by the Department to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

viii. **Byrd Anti-Lobbying Amendment**

In the event the contract is for an amount in excess of \$100,000, Contractors and Subrecipients shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) and shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection

with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

ix. **Procurement of Recovered Materials**

The selected respondent shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

x. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

Recipients and subrecipients of Federal funds are prohibited from obligating or expending loan or grant funds to:

- a. Procure or obtain;
- b. Extend or renew a contract to procure or obtain; or
- c. Enter into contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - Telecommunications or video surveillance services provided by such entities or using such equipment.
 - Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or

controlled by, or otherwise connected to, the government of a covered foreign country.

xi. **Domestic Preferences for Procurements**

- a. As appropriate and to the extent consistent with law, the selected respondent or subrecipient should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- b. For purposes of this section:
 - “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

In addition to the above clauses, the selected respondent will agree with, and shall adhere to, the following:

24. Tobacco Smoke

Public Law 103-227, Title X, Part C, also known as the Pro-Children Act of 1994 (20 U.S.C. § 6083) prohibits smoking in any portion of any indoor facility owned or leased or contracted for by an entity used routinely or regularly for the provision of health, daycare, education, or library services to children under the age of 18 if the services are funded by Federal programs either directly or through state or local governments by Federal grant, contract, loan or loan guarantee.

25. Drug-Free Workplace Requirements

In accordance with provisions of Title V, Subtitle D of Public Law 100-690 or Public Law 111-350 (41 U.S.C. § 8101 et seq.), the Drug-Free Workplace Act of 1988, the selected respondent must maintain a drug-free workplace and must publish a statement informing employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and establishing the actions that will be taken against employees violating these prohibitions. Failure to comply with these requirements may be cause for debarment.

26. Transparency Act

Awards under Federal programs are included under the provisions of Public Law 109-282, the Federal Funds Accountability and Transparency Act of 2006. Under this statute, the State is required to report information regarding executive compensation and all subawards, contracts and subcontracts in excess of \$30,000 through the Federal Subaward Reporting System (<https://www.fsr.gov>) and in accordance with the terms found in Federal regulations at 2 C.F.R. Part 170, including Appendix A. Therefore, all Subrecipients, who meet this threshold, will be required to furnish this information to the division within ADECA which is funding the Subrecipient agreement. Specific reporting processes will be provided by the applicable ADECA division to Subrecipients.

27. Political Activity

The selected respondent shall comply with the Hatch Act, 5 U.S.C. § 1501 et seq., regarding political activity by public employees or those paid with Federal funds. None of the funds, materials, property, or services contributed by the selected respondent or ADECA under the contract shall be used for any partisan political activity or to further the election or defeat of any candidate in public office.

28. Human Trafficking Provisions

The contract shall be subject to the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, codified in 22 U.S.C. § 7104.

29. Purchases of American-Made Equipment and Products

As stated in Section 507 of Public Law 103-333, it is the sense of Congress that, to the extent practicable, all equipment and product purchases with funds from this Agreement should be American-made.

30. Mandatory Disclosures

Pursuant to 2 C.F.R. § 200.113, the Subrecipient must disclose, in a timely manner, in writing to the Department all violations of Federal criminal law involving fraud, bribery, or gratuity violations.

BUDGET				POTENTIAL CONTRACT PERIOD						
CATEGORY	INITIAL CONTRACT			TOTAL	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7	TOTAL
	YEAR 1	YEAR 2								
Personnel										
				\$0.00						\$0.00
				\$0.00						\$0.00
				\$0.00						\$0.00
				\$0.00						\$0.00
TOTAL PERSONNEL	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fringe Benefits										
				\$0.00						\$0.00
				\$0.00						\$0.00
				\$0.00						\$0.00
				\$0.00						\$0.00
TOTAL FRINGE BENEFITS	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Travel										
				\$0.00						\$0.00
				\$0.00						\$0.00
				\$0.00						\$0.00
TOTAL TRAVEL	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Equipment										
				\$0.00						\$0.00
				\$0.00						\$0.00
				\$0.00						\$0.00
				\$0.00						\$0.00
TOTAL EQUIPMENT	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplies										
				\$0.00						\$0.00
				\$0.00						\$0.00
				\$0.00						\$0.00
				\$0.00						\$0.00
TOTAL SUPPLIES	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Contractual										
				\$0.00						\$0.00
				\$0.00						\$0.00
				\$0.00						\$0.00
				\$0.00						\$0.00
TOTAL CONTRACTUAL	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
OTHER										
				\$0.00						\$0.00
				\$0.00						\$0.00
				\$0.00						\$0.00
TOTAL OTHER	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL DIRECT	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Indirect Costs										
				\$0.00						\$0.00
TOTAL INDIRECT	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL FUNDING										
	INITIAL CONTRACT				POTENTIAL CONTRACT PERIOD					
	YEAR 1	YEAR 2		TOTAL	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7	TOTAL
TOTAL FUNDING	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Total Program Funding: **\$0.00**

Not to exceed: \$24,509,704.00