

Contract Review Permanent Legislative Oversight Committee
Alabama State House — Montgomery, Alabama 36130

CONTRACT REVIEW REPORT
(Separate review report required for each contract)

Name of State Agency: Alabama Department of Economic and Community Affairs

Name of Contractor: HORNE LLP

661 Sunnybrook Road, Suite 100 Ridgeland MS
Contractor's Physical Street Address (No P.O. Box Accepted) City ST

Is Contractor a Sole Source? YES NO **X** (IF YES, ATTACH LETTER)

Is Contractor organized as an Alabama Entity in Alabama? YES NO **X**

Is Contractor a minority and/or woman-owned business? YES NO **X**

If so, is Contractor certified as such by the State of Alabama? YES NO

Check all that apply: ALDOT ADECA OTHER (Name)

Is Contractor Registered with Alabama Secretary of State to do Business as a Corporation in Alabama? YES NO **X**

IF LLC, GIVE NAMES OF MEMBERS:

Is Act 2001-955 Disclosure Form Included with this Contract? YES **X** NO

Does Contractor have current member of Legislature or family member of Legislator employed? YES NO **X**

Was a Lobbyist/Consultant used to secure this Contract OR affiliated with this Contractor? YES NO **X**

IF YES, GIVE NAME:

Contract Number: C 22066051 (See Fiscal Policies & Procedures Manual, Page 5-8)

Contract/Amendment Amount: \$213,582,127.00 (PUT AMOUNT YOU ARE ASKING FOR TODAY ONLY)

% State Funds: % Federal Funds: **X** % Other Funds: **

**Please Specify Source of Other Funds (Fees, Grants, etc.)

Date Contract Effective: August 4, 2022 Date Contract Ends: December 31, 2024

Type Contract: NEW: RENEWAL: AMENDMENT: **X** ✓
If Renewal, was it originally Bid? YES NO

If AMENDMENT, Complete A through C:

[A] ORIGINAL contract amount \$ 3,877,500.00

[B] Amended total prior to this amendment \$ 3,877,500.00

[C] Amended total after this amendment \$ 217,459,627.00

Was Contract Secured through Bid Process? YES NO **X** Was lowest Bid accepted? YES NO

Was Contract Secured through RFP Process? YES **X** NO Date RFP was awarded: 06/21/2022RFP#22066051

Posted to Statewide RFP Database at <http://rfp.alabama.gov/Login.aspx>? YES **X** NO

If NO, give a brief explanation as to why not:

Summary of Contract Services to be Provided: Amend. adds enhanced grant management services, staff augmentation services, & services for implementation and administration of a direct housing program for the CDBG-DR Disaster Recovery program. Of the amended total, \$178,531,831 will be distributed by Horne for direct construction costs.

Why Contract Necessary AND why this service cannot be performed by merit employee: ADECA is tasked with deploying approx. \$500 million for the CDBG-DR program and does not have the capacity to administer the funds and implement the program without outside assistance. Contractor has vast experience in administering CDBG-DR programs.

I certify that the above information is correct.

Kenneth W. Boswell
Signature of Agency Head

Anna Stroble
Signature of Contractor

Kenneth W. Boswell
Printed Name of Agency Head

Anna Stroble
Printed Name of Contractor

Agency Contact: Ashley Toole Phone: 242-52588



**GOVERNOR'S ADDITIONAL CONTRACT QUESTIONS
FOR PERSONAL AND PROFESSIONAL SERVICES CONTRACTS**

PART I. Mark the statutory basis for the claimed exemption from the requirement of "competitive bidding, on sealed bids, to the lowest responsible bidder," Ala. Code § 41-16-20, and any applicable requirements relating to procurement of professional services. See Ala. Code §§ 41-16-72 to -79. Then check all boxes that apply beneath the claimed exemption(s).

- § 41-16-20
- § 41-16-21(a)
- § 41-16-21(b)
- § 41-16-21.1
- § 41-16-21.2
- § 41-16-72(1) (attorneys)
 - Litigation (Hourly)
 - DAG appointment letter attached
 - Governor's rate approval letter attached
 - Litigation (Contingency Fee)
 - DAG appointment letter attached
 - Written determination attached as required by § 41-16-72(1)f.2.
 - Fee within limits prescribed by § 41-16-72(1)f.3. or AG's written authorization for exceeding limits is attached
 - AG's standard contract addendum attached per § 41-16-72(1)f.7.
 - Non-litigation - Justification letter attached for not using in-house counsel or AG
- § 41-16-72(1)(d) (experts)
- § 41-16-72(2) (physicians) – Provider selected from AMLC list
- § 41-16-72(3) (architects, engineers, etc.)
 - RFP, RFQ, or other notice of need for professional services was widely disseminated to the professional community in a full and open manner
 - The contract fees are within the approved fee schedule
- § 41-16-72(4) (other professional: Grant Management Consultant PRF08000001)
 - Proposals were solicited from providers on list obtained from Purchasing Division
 - Fees of selected provider do not exceed lowest qualified proposal by 10% or more
 - If fees exceed lowest qualified proposal by 10%, justification letter is attached
- § 41-16-72(7) (exempted agencies)
- § 41-16-74 (GSA provider)
- § 41-16-75 (sole source provider)
 - No other goods or services can meet the needs of the agency, and no other vendor offers substantially equivalent goods or services that can accomplish the purposes of this contract
 - Detailed justification/explanation letter attached
 - Written approval from Purchasing Director or Finance Director attached
- § 41-16-78 (other exemptions/exceptions)

Questions about this form and any suggestions for revisions may be sent to the Governor's Legal Office
(334) 242-7120 or teresa.lee@governor.alabama.gov

PART II. Complete this section ONLY if contract was awarded by RFP or RFQ. Check all that apply.

- Solicitation was posted to online database as required by § 41-4-66.
- The solicitation was distributed to how many providers? 327
- The agency received responses/proposals from how many providers? 10
- Explanation of how proposals were evaluated:

Proposals were independently rated and scored by members of the Alabama Department of Economic and Community Affairs Community & Economic Development Division.

PART III. Complete this section ONLY if contract is for **IT (Information Technology) related services.**

- Contract is for professional services such as IT consulting or custom software/system design and development, not for off-the-shelf software or off-the-shelf cloud-based product.
- Written approval of OIT attached per § 41-4-285

If exemption from OIT approval is claimed, please explain basis:

PART IV. Complete this section ONLY if contract is for **personal services** (employer-employee relationship).

- Approved by State Personnel Department or its Board in accordance with Section 5-5 of the State of Alabama Fiscal Policy and Procedures Manual

PART V. COMPLETE THIS SECTION FOR ALL CONTRACTS.

- Contract is limited to personal/professional services; any goods provided in conjunction with contract have been purchased by competitive bid in accordance with § 41-16-20.
- Contract does not contain a waiver of sovereign immunity.
- Contract does not require the state to indemnify.
- Contract contains all required clauses:
 - Early termination clause on page: 2
 - Alternative Dispute Resolution clause on page: 4
 - Merit System Exclusion clause on page: 8
 - Beason-Hammon (immigration) clause on page: 7
 - No-boycott (i.e. free trade) clause on page: 7
- Disclosure statement required by § 41-16-82 is attached (or contract is for

In original Contract

I certify that all the information provided on this form is true, correct, and complete to the best of my knowledge.



Agency/Department Head

KAY IVEY
GOVERNOR



STATE OF ALABAMA

KENNETH W. BOSWELL
DIRECTOR

December 14, 2022

To Whom It May Concern:

RE: ADECA's Justification for Selecting a Professional Services Provider Whose Proposal Exceeded by More Than 10 Percent the Professional Service Fee Offered by the Lowest Qualified Proposal

The United States Department of Housing and Urban Development's (HUD) Community Development Block Grant Program for Disaster Recovery (CDBG-DR) distributes federal funds to States to aid areas negatively impacted by natural disasters. ADECA, as the State agency designated to administer Alabama's CDBG-DR Program, was awarded \$501,252,000 in federal grant funds to ameliorate damage caused by Hurricanes Sally and Zeta in 2020. Due to the vast scope and complexity of administering this program, ADECA issued a Request for Proposals (RFP) seeking professional consulting services on March 4, 2022. At the time the RFP was issued, ADECA was uncertain as to whether ADECA itself would directly administer a housing program for the impacted areas, or whether it would task program subrecipients with this role. Therefore, the RFP was written in a broad manner to address an array of services from minimal grant management services to full turn-key services, which included those associated with direct administration of a housing program. ADECA thereafter received ten responsive proposals.

In April and May 2022, ADECA staff rated and scored the ten proposals. The rating scores were assigned based on those proposals' responses to multiple factors that the RFP requested be addressed. Principal rating factors included each proposing consultant's (i) capacity to work with a State agency in administering such a large grant award, (ii) cost to perform the work, and (iii) previous experience with managing federal grants awarded to States through HUD's CDBG-DR Program. Although cost was considered as part of the ADECA staff's review, cost was not the staff's sole consideration for selecting a consultant. Further, several proposals did not offer the same breadth of services that other proposals offered, which resulted in a wide range of costs and cost estimations.

As noted above, because ADECA was not certain at the time as to how the portion of the program involving housing would be managed, ADECA's staff conducted multiple rounds of proposal reviews and ratings. One round of review considered ADECA directly administering a housing program, which would require enhanced grant management services and staff augmentation, while another round considered that the housing program would be managed by subrecipients and ADECA would therefore need more minimal grant management services. In both rounds, HORNE received the highest score.

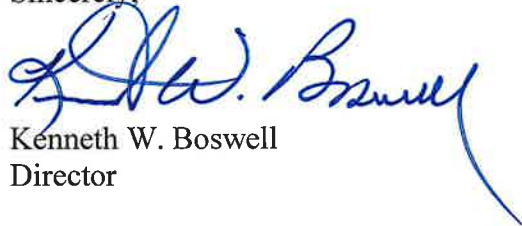
Initially, ADECA entered into a contract with HORNE based on the more minimal grant management services. ADECA determined that HORNE would provide the best value to the State because of HORNE's vast and relevant experience. Specifically, HORNE's proposal demonstrated a legacy of expertise and client success in administering CDBG-DR programs in other states. HORNE's proposal further showed that its abundant, qualified staff has a successful track record working with HUD.

After ADECA entered into a contract with HORNE and was able to gain a better understanding of the needs of the citizens in the most impacted areas, ADECA determined that those citizens would be best served if ADECA directly administered the housing program. Because of this decision, ADECA looked at the round of scoring which considered a vast array of services, including the direct administration of a housing program. As noted above, HORNE's proposal received the highest score overall, and for the same reasons that it originally selected HORNE, ADECA determined that HORNE would provide the best value for the State, which necessitated the current contract amendment.

Of the contract amendment total, \$35,050,296 will go to HORNE for enhanced grant management and staff augmentation, while \$178,531,831 will be distributed by HORNE for direct construction costs.

It is for these reasons that ADECA is now increasing HORNE's contracted amount which exceeds by more than 10 percent the professional service fee offered by the lowest qualified proposal.

Sincerely,



Kenneth W. Boswell
Director

KWB:TW:

AMENDMENT TO CONTRACT

This Amendment to the Contract is hereby made and agreed upon by the Alabama Department of Economic and Community Affairs, hereinafter referred to as the "Department," and HORNE LLP, hereinafter referred to as the "Contractor." The parties hereto agree to amend the original contract as follows:

Paragraph 1. PURPOSE shall be amended to read:

"The United States Department of Housing and Urban Development ("HUD") allocated \$501,252,000 in Community Development Block Grant Disaster Recovery ("CDBG-DR") funds to the State of Alabama to assist in long term recovery from disasters occurring in 2020. These CDBG-DR funds are for necessary expenses for activities authorized under title I of the Housing and Community Development Act of 1974 (42 U.S.C., 5301 et seq.) related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, and mitigation in the most impacted and distressed areas resulting from a qualifying major disaster in 2020. The Department is the State of Alabama's agency designated to receive and/or otherwise administer certain Federal grant program funds awarded to the State from HUD, to include the administration of CDBG-DR funds. The purpose of this contract is for Contractor to provide services for the implementation, administration, and close out of a direct housing program, as well as to provide enhanced grant management and staff augmentation services, for the CDBG-DR Grant Program."

Paragraph 3. TERM OF CONTRACT shall be amended to read:

"This Contract shall commence upon the Governor's signature and shall expire on December 31, 2024. This contract may be extended or renewed, with or without changes, but such extensions, renewals and/or changes must be in writing and must be agreed upon by both parties."

Paragraph 4. FUNDING shall be amended to read:

"In no event shall the total amount to be paid by the Department to the Contractor under this Contract exceed \$217,459,627, for full and complete satisfactory performance. Of this amount, \$211,160,677 is allocated for the comprehensive implementation and delivery of the Home Recovery Alabama Program (of which, \$178,531,831 is allocated for direct construction costs and \$32,628,846 is allocated for program implementation), and \$6,298,950 is allocated for enhanced grant management and staff augmentation services. Costs and rates are further described in Attachment B, "Fee Schedule." The total amount is derived from Federal funds, and any Department commitment of said funds herein shall be contingent upon the appropriation, receipt, and availability by the Department of funds for which this Contract is made."

Due to the addition of the direct housing program and aspects pertaining to construction, the following terms shall be added to Paragraph 7. Additional Terms:

"W. CONSTRUCTION. Contractor agrees to comply with any and all terms pertaining to contractors and/or subrecipients, including those relating to construction, which are agreed upon by HUD and the Department in a forthcoming grant agreement. Additionally, Contractor shall comply with any and all State of Alabama laws and any and all local laws that pertain to construction contracting.

X. 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:

(1) 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.

(2) 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 considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) 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.

(4) 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.

(5) The contractor will comply with all provisions of Executive Order 11246 and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 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.

(7) 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 and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) 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 so that such provisions will be binding upon each subcontractor. 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 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 applicant 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: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant 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 applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 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 applicant 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 Agreement; refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Y. DAVIS-BACON ACT and COPELAND "ANTI-KICKBACK" ACT. In the event this Agreement or grant award is for an amount which exceeds \$2,000 and is a prime construction contract, the Contractor and any Subcontractors shall comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-48, as supplemented by 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 United States 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 and any Subcontractor 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 Subcontractor from inducing any person employed in the construction, completion, or repair of a public work from giving 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.

Z. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT. In the event this Agreement or grant award is for an amount in excess of \$100,000 and involves the employment of mechanics and laborers, the Contractor and any Subcontractor 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.”

Attachment B, “Fee Schedule” is amended as attached hereto.

All other terms and conditions of the original Contract shall remain in full force and effect.

IN WITNESS THEREOF, the parties hereto have executed this Amendment as of the date of the Governor’s signature herein below.

**Alabama Department of Economic
and Community Affairs**

HORNE LLP


Kenneth W. Boswell _____ Date
Director

 12/19/22
Authorized Official _____ Date

20-1941244
Federal Identification Number


This Agreement has been reviewed for content, legal form, and complies with all applicable laws, rules, and regulations of the State of Alabama governing these matters.

 12/14/2022
Ashley W. Toole _____ Date
General Counsel

Reviewed by Contract Review Committee
Contract # C22066051

 2/1/2023
Kay Ivey _____ Date
Governor

JAN 05 2023

Alabama Legislature




FEE SCHEDULE

CENTRALIZED HOUSING PROPOSAL

Costs presented below represent costs associated with comprehensive implementation and delivery of the \$280 million Home Recovery Alabama Program (HRAP). These services include overall program management and operations, including, but not limited to, creation of static program centers, systems development, reporting, initial applicant intake, application processing, construction management, environmental review, case management, and administration of all the tasks and services needed to implement the HRAP. This cost proposal also includes the direct costs of construction and oversight of general contractors carrying out construction activities.

Total costs are aggregated below for both a two (2)-year contract period, and for a period equal to three (3) years from date of program launch. Total costs represent the sum of the total costs associated with each functional area in the tables that follow. **All program implementation costs associated with delivery of HRAP are classified as Activity Delivery Costs¹. All direct construction costs are classified as awards to beneficiaries. None of the costs in this proposal will be categorized as administrative, and subject to ADECA's 5% administrative costs cap. This proposal contemplates 2% of the program budget being set-aside for ADECA activity delivery costs such as salaries and equipment.**

	Program Implementation	Direct Construction Costs	Total Cost
Total Cost (2 Years)	\$32,628,846	\$178,531,831	\$211,160,677
Total Cost (3 Years from Program Launch)	\$42,238,971	\$232,161,029	\$274,400,000

¹ While HUD does not prescribe a cap on ADCs, they must be supported as reasonable. Therefore, a 16%-20% ADC cap is applied as a general rule of thumb for comparable activities. This proposal reflects ADCs of approximately 17%, inclusive of HORNE and ADECA activity delivery costs.

FEE SCHEDULE

Total costs associated with each functional area required to implement the HRAP are broken out in the tables below. Each of these departments plays an integral role in delivering the single-family housing repair program.

Program Leadership	Rate	Total Cost (2 years)	Total Cost (3 Years from Launch)
Program Leadership (Project Manager)	\$200	\$885,800	\$1,195,400
Program Leadership (Construction Director)	\$200	\$834,200	\$1,350,200
Program Leadership (Deputy Construction Director)	\$200	\$679,400	\$1,298,600
Subject Matter Expert	\$225	\$1,161,000	\$1,161,000
Outreach Coordinator	\$110	\$94,600	\$94,600
Program Leadership (Deputy Project Manager)	\$200	\$722,400	\$1,341,600
Total Management Cost		\$4,377,400	\$6,441,400

Case Management	Rate	Total Cost (2 years)	Total Cost (3 Years from Launch)
Program Analyst (Admin)	\$75	\$490,200	\$954,600
Compliance Specialist (Eligibility Director)	\$160	\$536,640	\$536,640
Case Manager Lead	\$115	\$1,345,040	\$1,819,760
QA/QC Specialist	\$130	\$1,721,720	\$1,766,440
Case Manager	\$85	\$5,701,800	\$7,456,200
QA/QC Manager (Constituent Services)	\$150	\$451,500	\$761,100
DOB Analyst	\$95	\$1,830,080	\$1,830,080
Total Case Management Cost		\$12,076,980	\$15,124,820

Construction Management	Rate	Total Cost (2 years)	Total Cost (3 Years from Launch)
Construction Field Inspector (Construction Progress Inspectors)	\$95	\$1,225,500	\$1,772,890
Construction Cost Estimator (Damage Assessors)	\$135	\$2,205,900	\$3,018,600
Staff Engineer (Preconstruction Task Lead)	\$125	\$1,290,000	\$1,548,000
Construction Program Manager	\$175	\$2,979,900	\$4,710,650
Engineering Project Manager	\$200	\$653,600	\$739,600
Lead Based Paint Inspector	\$125	\$1,021,250	\$1,021,250
Staff Engineer (Survey)	\$125	\$360,125	\$553,625
Construction Analyst (Construction Admin)	\$79	\$516,344	\$516,344
Total Construction Management Cost		\$10,252,619	\$13,880,959

FEE SCHEDULE

Environmental	Rate	Total Cost (2 years)	Total Cost (3 Years from Launch)
Tier I Environmental Review	NA	\$110,000	\$110,000
Environmental Manager	\$175	\$421,400	\$519,225
Environmental Analyst	\$130	\$1,766,440	\$1,911,780
Architectural Historian	\$165	\$312,180	\$397,320
Total Environmental Cost		\$2,610,020	\$2,938,325

Canopy (Grant Management System)	Rate	Total Cost (2 years)	Total Cost (3 years from Launch)
System Development	NA	\$600,000	\$600,000
Licenses	NA	\$150,000	\$150,000
Program Analyst (Help Desk)	\$75	\$122,550	\$238,650
Business Process Analyst	\$140	\$818,720	\$939,120
Total System Cost		\$1,691,270	\$1,927,770

Mobile Apps	Rate	Total Cost (2 years)	Total Cost (3 Years from Launch)
Intake Mobile/Web App	NA	\$75,000	\$75,000
Construction Site Inspection App	NA	\$75,000	\$75,000
Total Mobile Apps Cost		\$150,000	\$150,000

Reporting	Rate	Total Cost (2 years)	Total Cost (3 Years from Launch)
Reporting Analyst	\$110	\$463,540	\$548,680
Total Cost		\$463,540	\$548,680

Website	Year 1	Year 2	Year 3	Total Cost (3 Years from Launch)
Website Hosting	\$15,000	\$10,000	\$10,000	
Website Development	\$85,000			
Total	\$100,000	\$10,000	\$10,000	\$120,000

FEE SCHEDULE

Customer Service Centers	Year 1 ²	Year 2	Year 3	Total Cost (2 Years)	Total Cost (3 Years from Launch)
Mobile County	\$220,000	\$120,000	\$120,000	\$340,000	\$460,000
Dallas County	\$131,000	-	-	\$131,000	\$131,000
Clark County	\$131,017	-	-	\$131,017	\$131,017
Baldwin County	\$190,000	\$90,000	\$90,000	\$280,000	\$370,000
Total	\$672,017	\$210,000	\$210,000	\$882,017	\$1,092,017

Outreach	Rate	Total Cost (2 Years)	Total Cost 3 Years
Publication, Print and Media	NA	\$15,000	\$15,000
Total	NA	\$15,000	\$15,000

Total Contractor Construction Direct Costs ³	Rate	Total Cost (2 Years)	Total Cost 3 Years
Construction Direct Costs	NA	\$178,531,831	\$232,161,029
Total	NA	\$178,531,831	\$232,161,029

² Year 1 costs include costs of furniture, office buildout, and annual lease. Year 2 and 3 costs are annual lease only. It is assumed that Dallas County and Clark County centers will close after one year, as intake and eligibility wane.

³ Calculated by subtracting HORNE's HRAP activity delivery costs (\$42,238,971) and ADECA HRAP activity delivery costs (2% of program budget or \$5,600,000) from total program budget (\$280,000,000).

FEE SCHEDULE
Revised Grant Management Support Proposal

The price proposal below represents costs associated with enhanced grant management services that account for our current understanding of ADECA's administrative and grant management need. It is anticipated that a portion of the costs associated with enhanced grant management services will be classified as administrative costs subject to ADECA's 5% administrative cost cap, while some costs will be classified as activity delivery costs. The estimated administrative allocation for each position and corresponding administrative costs are included in the table below.

Costs included in the table below represent costs associated with a two (2) year contract term.

Title	Assumed Roles/Responsibilities	Rate	Total Cost	Estimated Admin %	Admin Cost
Program Leadership	Project Manager, serves as primary point of contact for ADECA and directs all grant management activities	\$ 200	\$705,600	50%	\$ 352,800
Grant Manager	Manages subrecipient programs. Serves as subrecipient primary point of contact. Provides technical assistance and ongoing support to awarded subrecipients.	\$ 165	\$2,134,440	20%	\$ 426,888
Compliance Specialist	Provides as needed support with technical items such as, but not limited to procurement, policy development, subrecipient training, monitoring/compliance, QA/QC, Davis Bacon, Section 3	\$ 160	\$1,532,160	60%	\$ 919,296
Subject Matter Expert	Provides subject matter expertise on a wide range of CDBG-DR compliance topics. Drafts and maintains policies and procedures.	\$ 225	\$1,209,600	70%	\$ 846,720
Financial Analyst	Provides DRGR and financial support. Conducts subrecipient invoice reviews.	\$ 135	\$ 453,600	80%	\$ 362,880
Environmental Analyst	Provides support to deliver required subrecipient Release of Funds. Advises and provides technical assistance regarding all manner of environmental review included in 24 CFR Part 58.	\$ 130	\$ 109,200	20%	\$ 21,840
Environmental Manager	Provides technical assistance and direct support to ADECA and subrecipients on 24 CFR Part 58.	\$ 175	\$ 154,350	10%	\$ 15,435
Total Cost			\$6,298,950		\$2,945,859



State of Alabama

Disclosure Statement

Required by Article 3B of Title 41, Code of Alabama 1975

ENTITY COMPLETING FORM

HORNE LLP

ADDRESS

661 Sunnybrook Rd., Suite 100

CITY, STATE, ZIP

Ridgeland, MS 39157

TELEPHONE NUMBER

601-362-1000

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

Alabama Department of Economic and Community Affairs

ADDRESS

401 Adams Avenue

CITY, STATE, ZIP

Montgomery, AL 36104

TELEPHONE NUMBER

334-242-5468

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 goods or services previously provided, and the amount received for the provision of such goods or services.

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED
Alabama Housing Finance Authority	Professional Services for Rental Relief Program	\$24,818,913.18
Alabama Housing Finance Authority	Professional Services for Homeowner Assistance Pro	\$3,188,258.85
Alabama Housing Finance Authority	Professional Services for Hardest Hit Fund Report	\$150,000 Program Comple

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.

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF 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.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY

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.)

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED
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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:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS
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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: [Handwritten Signature] Date: 12/8/22

Notary's Signature: [Handwritten Signature] Date: 12/8/22 Date Notary Expires: 3/8/23

Article 3B of Title 41, Code of Alabama 1975 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.

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