

Alabama Department of Workforce

REQUEST FOR PROPOSAL

Workforce Branding, Marketing, and Recruitment RFP

RFP#: C2500000001

April 7, 2025

Table of Contents

1	General Information	4
1.1	Background and Objective	4
1.2	Purpose of RFP	5
1.3	Contract Duration	7
1.4	Entire Agreement	7
1.5	RFP Name	7
1.6	Proposal Deadline	8
1.7	Terminology	8
1.8	Communications Regarding the RFP	8
1.9	Disclaimer	10
1.10	Licensure	10
1.11	VENDOR's W-9	10
1.12	Certificate of Compliance with Act 2016-312	10
1.13	Vendor's Memorandum of Understanding with DHS	10
1.14	Compliance with Beason-Hammon Alabama Taxpayer and Citizen Protection Act. (Act 2012-491)	10
2	RFP Schedule of Events	12
3	Proposal Format and Content	13
3.1	General Format	13
3.2	Submission	13
3.3	Exceptions	14
3.4	Non-Responsiveness	14
3.5	Required Review and Waiver of Objections by VENDOR	15
3.6	Proposal Preparation and Presentation Costs	15
3.7	Proposal Withdrawal	15
3.8	Proposal Amendment	15
3.9	Proposal Errors	15
3.10	Incorrect Proposal Information	15

3.11	Proposal Clarifications and Discussions	16
3.12	Right of Rejection	16
3.13	Disclosure of Proposal Contents	17
3.14	Copyright Permission	17
4	Qualifications and Experience	18
4.1	Transmittal Letter	18
4.2	VENDOR's Mandatory Qualifications	19
4.3	General Qualifications and Experience	20
4.4	Financial Stability	23
4.5	References	24
4.6	Personnel / Staffing	24
4.7	Risk Assessment	25
5	Cost Proposal	26
6	Evaluation and VENDOR Selection	27
6.1	Proposal Evaluation Categories and Weights	27
6.2	Proposal Evaluation Process	27
6.3	Contract Award Process	27
7	Attachments	29
7.1	Certificate of Compliance	29
8	Terms and Conditions	30

1 General Information

1.1 Background and Objective

On April 25, 2024, Governor Ivey signed Act 2024-115, the Alabama Workforce Transformation Act, into law. This Act renamed the Alabama Department of Labor to the Alabama Department of Workforce (hereinafter referred to as the DEPARTMENT). All previously existing functions of the Department of Labor remain with the DEPARTMENT, which is now responsible for additional duties, including all workforce functions that were previously housed within the Alabama Department of Commerce Workforce Development Division, excluding AIDT. State-level staff and state-owned assets are being transferred to the DEPARTMENT, and the DEPARTMENT will be led by the Secretary of Workforce. The primary objective of the Department of Workforce is to improve the state's workforce participation rate and to get more Alabamians on the pathway to a more productive career that will benefit themselves and their families.

The Act consolidated the following entities into a single Workforce Pathways Division within the DEPARTMENT: the Alabama Workforce Board (AWB); the regional workforce boards; the employment service and Alabama Career Center System; the Alabama Office of Apprenticeship; the Alabama STEM Council; the Office of Education and Workforce Statistics; programs funded by Title I and Title III of the federal Workforce Innovation and Opportunity Act (WIOA); the Alabama Committee on Credentialing and Career Pathways; the Alabama Committee on Credential Quality and Transparency; the Workforce and Labor Market Information Grants for State Grant program and the Labor Market Division; the Federal Bonding Program; the federal Jobs for Veterans State Grants Program; and the Federal Work Opportunity Tax Credit. The Act states that the Workforce Pathways Division shall serve as the centralized data and information repository for the workforce development activities of the state.

The AWB was established to serve as the state's re-constituted state WIOA Board, and a separate AWB Executive Committee is responsible for providing oversight of the AWB, working with Secretary of Workforce to prepare the Statewide Strategic Workforce Plan, reviewing workforce budget requests, and making recommendations for budget expenditures for workforce development projects and activities. The Alabama Workforce Council and regional workforce councils are being abolished, and their respective functions will be performed by the AWB and the WIOA regional workforce boards moving forward.

The Statewide Strategic Workforce Plan will guide the state's workforce development policies and budgeting efforts. It is expected to include statewide labor market projections and recommendations for: meeting labor market demand, the expenditure of funds for workforce development activities, analyzing previous expenditures for workforce development activities and programs, sunseting existing programs and developing new programs, and the development of performance and accountability metrics for all state and federal workforce programs.

1.2 Purpose of RFP

The purpose of this RFP is to develop a strong workforce brand that will help activate Alabama citizens for employment and highlight the pathways and opportunities that are available for both employers and employees to identify, pursue, and fill positions that match an individual's skill set with an employer's needs. The Applicant who is selected will propose a partnership with the DEPARTMENT that seeks to determine what is needed to re-brand the state's workforce development system and will recommend a phased, strategic partnership between the Applicant and the DEPARTMENT.

Applicants should submit a proposal to partner with the DEPARTMENT to develop a unified workforce brand, website, and workforce recruitment strategy for the State of Alabama and the DEPARTMENT, including a Timeline for implementation of the Proposal. The Proposal should:

1. Develop a single workforce brand that provides a unified voice, look, and feel for all agencies and departments involved in workforce development in the State of Alabama, with a primary focus on those agencies and programs consolidated into the DEPARTMENT.
 - Potential Deliverables include but are not limited to: Timeline for implementation, partnership structure, brand architecture, visual identity options, website development, social media, collateral materials, branded marketing and advertising buys
 - The statewide workforce brand should include a cohesive design across all channels, and the VENDOR should submit the following information in its Proposal:
 - i. Proposal for a new logo, branding, and slogan (if deemed helpful). The brand should be memorable and engaging, with the intent to capture attention and make an impact. The brand should be targeted, yet broad enough to encompass all state agencies and programs involved in the state's workforce system.
 - ii. Deliverables should include files to be used in all mediums and sizes. Potential uses include but are not limited to: print, broadcast, social media, web ads, billboards, banners, signage (indoor and outdoor), departmental forms, documents, brochures, name badges, ID badges, and business cards.
 - iii. At least three examples of previously developed brands, logos, and collateral materials.
 - iv. Examples of previous brand voice, tone recommendations, positioning statements, written copy, digital style guide, and print materials. Materials not required in this RFP, but which should be planned for, include but are

not limited to templates for the following: PowerPoint presentations, landing page templates, letterhead, email templates, social media templates, and others as determined by the DEPARTMENT.

- v. Describe workflow and process for meeting deadlines, building consensus, and meeting DEPARTMENT objectives.
- o The website should be user-friendly and drive job seekers and employers to a single source that will provide all information needed for Alabama citizens who are seeking employment, career opportunities, and/or benefits. The Proposal should include recommendations to reorganize and brand existing workforce content and merge into new content into one DEPARTMENT website. The website should provide an interactive experience, and mobile capability is required. The following information should be included in any Proposal:
 - i. At least three examples of previously developed websites, including home page and internal page designs/templates.
 - ii. Demonstration of technical understanding and functional requirements, outline data privacy and security procedures, and an explanation of potential reporting and analytics capabilities.
 - iii. Examples of social media and email assets, including photography/video as needed.
 - iv. Hosting and maintenance of website (including costs)
 - v. Upon project completion, the DEPARTMENT must own the rights to all products, tools, and code created/used by the VENDOR.
 - vi. Incorporate a web-based, database-driven content management system that allows key personnel to easily update content without directly accessing source code.
- 2. Develop a strategic plan to implement grassroots, community-based outreach that champions career awareness and job recruitment at the local level and helps connect job seekers to employment opportunities and career pathways.
 - o Potential Deliverables: Proposals to reach young and disconnected workers through engagement with government entities, community-based nonprofits, trade associations, faith-based organizations, community centers, Career Centers, etc.
- 3. Work with the DEPARTMENT to rollout a comprehensive career recruitment strategy and campaign that seeks to educate youth, hard-to-reach populations, and disconnected workers about the value of a career and simplifies employment pathways.
 - o Potential Deliverables: Polling to better understand the motivations, barriers to entry, and communications preferences of these individuals; Marketing plan with targeted outreach informed by polling data focused on those platforms these

individuals use most often (e.g., proposal and cost estimates for outreach via TV, radio, smart phones, tablets, social media, job boards, etc.).

4. The campaign should have a clear timeline with detailed and strategic marketing plans for each segment.
5. Expected mediums include but are not limited to: print advertising, broadcast and radio advertising, digital advertising, social media advertising (paid and targeted), streaming service advertising (OTT), outdoor advertising (OOH), signage for Pathway Centers (hard asset and digital), marketing materials (“swag” and branded materials such as pull-up banners, tablecloths, etc.), uniforms, wrap design and installation for the “mobile career center,” and other items as determined by the DEPARTMENT.
6. Assets include but are not limited to: fully produced videos and ads, produced print and digital ads, signage, social media posts (paid and targeted campaigns), and other items as determined by the DEPARTMENT.
7. The Applicant who is selected should arrange and execute all necessary media buys.
8. Anticipated budget for campaign based on projected size and scale: Small (up to \$500,000); Medium (\$500,000 - \$1,500,000); Large (\$1,500,000 - \$2,500,000)
9. The campaign must be completed and in place before October 1, 2025.

1.3 Contract Duration

The contract term is for a period of two (2) years effective upon the Governor’s signature or August 1, 2025, whichever comes first, with an option to renew for a yet to be determined period of time, as designated by DEPARTMENT, provided that the total contract term may not exceed five (5) years. The DEPARTMENT must notify the VENDOR in writing of its intention to extend or terminate the contract at least thirty (30) days prior to the contract expiration date. An extension of the term of this contract will be enacted through an amendment to the contract. This contract may be terminated by either party upon providing thirty (30) days written notice of intent to terminate the contract.

1.4 Entire Agreement

The resulting contract shall include the provisions in this RFP and any addendum or attachments thereto. Any proposed changes, as well as the final contract, must be approved and signed by the appropriately authorized State and DEPARTMENT officials.

1.5 RFP Name

DEPARTMENT has assigned the following RFP identification name: Workforce Branding, Marketing, and Recruitment RFP – RFP # C2500000001

1.6 Proposal Deadline

Proposals must be submitted no later than April 29, 2025. A VENDOR must respond to the RFP and any exhibits, attachments, or amendments. A VENDOR'S failure to submit a Proposal as required before the deadline may result in the Proposal being considered non-responsive and may cause the Proposal to be disqualified.

Proposals must be delivered by email transmission. Proposals must be submitted in the proper format as outlined in Section 3, Proposal Format and Content.

1.7 Terminology

The use of the terms “shall” or “must” in the RFP constitutes a “required” or “mandatory” requirement and mandates a response from the VENDOR. Failure by the VENDOR to respond to any of these requirements in the entire RFP may be considered non-responsive, and if deemed non-responsive the Proposal may be rejected.

1.8 Communications Regarding the RFP

1.8.1 Contact with DEPARTMENT Staff

The integrity of the RFP process is of paramount importance to the STATE and will not be compromised. From the date this RFP is issued through the evaluation process, VENDORS and their associates and representatives must not initiate communication with any DEPARTMENT staff, officials, or representatives (other than the RFP Coordinator) regarding this Proposal. Any unauthorized contact regarding this Proposal may disqualify the VENDOR from further consideration.

Questions or inquiries regarding the RFP, or the selection process, will be considered only when submitted via e-mail to the RFP Coordinator at the e-mail address listed below. Any oral communications will be considered unofficial and non-binding to the DEPARTMENT.

1.8.2 RFP Coordinator

The Coordinator for this RFP is Harrison Adams.

1.8.3 RFP Website

This RFP, and all notices, amendments, and public communication regarding this RFP will be posted at the following website: <https://workforce.alabama.gov/>

Reasonable effort will be made to maintain reliable and efficient access to this site and its associated content. The DEPARTMENT will make reasonable efforts to update the website with questions and answers, status updates, amendments, etc. However, the DEPARTMENT is not liable for any VENDOR problems or errors (including but not limited to missed deadlines) that may arise due to temporary technical failures related to this website.

In addition, the RFP will be posted on other websites including but not limited to the STATE website and the Alabama State Comptroller website, <http://rfp.alabama.gov/PublicView.aspx>. Though the RFP will be posted on additional websites, this is the official RFP website and will be the only website continuously updated with questions and answers, status updates, amendments, etc.

VENDORS with questions requiring clarification or interpretation of any Section within this RFP shall submit questions to the RFP coordinator by e-mail at:

rfp.labor@labor.alabama.gov

Submitted questions and requests for clarification must:

1. cite the subject RFP name;
2. list the section number in question; and
3. list the RFP page number.

The RFP Coordinator must receive these requests via e-mail by the deadline specified in Section 2, RFP Schedule of Events. The DEPARTMENT will review and provide an official written answer to all questions received and post on the RFP websites.

The DEPARTMENT will respond online to VENDOR questions. Such response will only be posted online at the RFP websites and as an amendment to the RFP. Only posted responses to e-mailed communications will be considered official and binding upon the DEPARTMENT. The DEPARTMENT reserves the right, at its sole discretion, to determine appropriate and adequate responses to VENDOR questions and requests for clarification.

1.8.4 Addendum

As a result of the questions received or due to other circumstances, the DEPARTMENT may modify or change the RFP. In the event the RFP is modified, the modifications will be posted as a formal addendum and added to the RFP websites as defined in Section 1.8.3 and the VENDOR will be responsible to check for all posted changes. If the changes are major and extensive, the DEPARTMENT may, at its discretion, withdraw this RFP and may or may not issue a replacement. Failure to incorporate addendums in the submitted response may result in the Proposal being considered non-responsive and may result in disqualification.

1.8.5 Oral Presentations

The DEPARTMENT reserves the right to request an oral presentation of the VENDOR'S Proposal. The DEPARTMENT shall not be liable for any costs associated with the presentation. This presentation shall show the capabilities of a VENDOR to provide the proposed solution as outlined in the VENDOR'S

Proposal. VENDORS will be provided details as to the format and content of the oral presentation as part of the invitation. These presentations could include requests for additional information and may be part of the evaluation process. Additionally, in conducting presentations, the DEPARTMENT may use information derived from Proposals submitted by competing VENDORS without disclosure of the identity of the other VENDOR. Oral Presentations may be used as part of the overall VENDOR evaluation.

1.9 Disclaimer

All statistical and fiscal information contained in the RFP and its exhibits, including amendments and modifications thereto, reflect the best and most accurate information available to the DEPARTMENT at the time of RFP preparation. No inaccuracies in such data shall constitute a basis for an increase in payments to the VENDOR, a basis for delay in performance nor a basis for legal recovery of damages, either actual, consequential or punitive except to the extent that such inaccuracies are shown by clear and convincing evidence to be the result of intentional misrepresentation by the DEPARTMENT.

1.10 Licensure

Before a Contract pursuant to this RFP is signed, the VENDOR must hold all necessary, applicable business and professional licenses to do business in the State of Alabama. The DEPARTMENT may require any or all VENDORS to submit evidence of proper licensure. The VENDOR must also be registered to do business with the Office of the Secretary of State.

1.11 Vendor's W-9

Complete and attach VENDOR'S W-9 as required by the Alabama Policies and Procedures Manual. A fillable form may be accessed at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>.

1.12 Certificate of Compliance with Act 2016-312

Complete and attached Certificate of Compliance with Act 2016-312 as required by said Act.

1.13 Vendor's Memorandum of Understanding with DHS

The VENDOR must provide a complete copy of VENDOR'S Memorandum of Understanding with the Department of Homeland Security ("DHS") showing enrollment in the E-verify system (this can be printed from your business's screen once logged in to E-verify).

1.14 Compliance with Beason-Hammon Alabama Taxpayer and Citizen Protection Act. (Act 2012-491)

Act 2012-491 of the Alabama Legislature, codified as Code of Alabama, §§ 31-13-1, *et seq.*, regulates illegal immigration in the State of Alabama. Effective April 1, 2012, all contracts with the State or a political subdivision thereof must comply with the provisions of that law whether or not the contractor has a presence in Alabama or the work will be performed outside of the State.

Information regarding Act 2012-491 can be found at the following website:
<http://immigration.alabama.gov/>

Compliance with Act 2012-491 is due upon contract award and not part of the RFP process. Contractor will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Contractor shall comply with the requirements of the Immigration Reform and Control Act of 1986 and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Act 2012- 491 and any amendments thereto). Contractor will document that the Contractor is enrolled in the E-Verify Program operated by the US Department of Homeland Security as required by Section 9 of Act 2012-491. During the performance of the contract, the contractor shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. Contractor further agrees that, should it employ or contract with any subcontractor(s) in connection with the performance of the services pursuant to this contract, that the Contractor will secure from such subcontractor(s) documentation that subcontractor is enrolled in the E-Verify program prior to performing any work on the project. The subcontractor shall verify every employee that is required to be verified according to the applicable federal rules and regulations. This subsection shall only apply to subcontractors performing work on a project subject to the provisions of this section and not to collateral persons or business entities hired by the subcontractor. The contractor shall maintain the subcontractor documentation that shall be available upon request by the DEPARTMENT.

Pursuant to Ala. Code § 31-13-9(k), by signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

Failure to comply with these requirements may result in termination of the agreement or subcontract.

2 RFP Schedule of Events

The following RFP Schedule of Events represents the DEPARTMENT'S best estimate of the schedule that will be followed. Unless otherwise specified, the time of day for the following events will be between 8:00 a.m. and 5:00 p.m., Central Standard Time.

The DEPARTMENT reserves the right, at its discretion, to adjust this schedule as necessary. Notification of any adjustment to the Schedule of Events will be provided via the RFP website defined in Section 1.6.3.

Event	Date
Issue RFP	4/7/2025
Deadline for Written Comments and Questions	4/15/2025 5:00 pm CST
Post Responses to Written Comments and Questions	4/18/2025
Deadline for Submitting Proposals	4/29/2025 5:00 pm CST
Oral Presentations (if necessary)	TBD
Evaluation of Proposals	5/5 – 5/9/25
Source Selections Decision	5/12/25

3 Proposal Format and Content

3.1 General Format

3.1.1 VENDORS must respond to this RFP with a Proposal divided into the following three major sections:

- (1) VENDOR Qualifications and Experience
- (2) Requirements
- (3) Cost Proposal

Each of these major sections must reference the RFP sections to which the VENDOR must respond.

3.1.2 Use of Electronic Versions of this RFP

This RFP and its attachments are available by electronic means on the RFP websites. If accepted by such means, the VENDOR acknowledges and accepts full responsibility to ensure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the VENDOR'S possession and the version maintained by the DEPARTMENT, the version maintained by the DEPARTMENT shall govern.

3.1.3 Proposals may include references to information located elsewhere, such as Internet websites. Information or materials presented by the VENDOR outside the formal response or subsequent discussion/negotiation will not be considered and will have no bearing on any award.

All Proposal pages must be numbered unless specified otherwise. All responses, as well as any reference material presented, must be written in English.

3.2 Submission

3.2.1 Location

Proposals must be received via email at the following email address listed below by the date and time specified as the Deadline for Submitting Proposal:

rfp.labor@labor.alabama.gov

Any Proposal received after the deadline stated in Section 2 may not be accepted and may be disqualified from further consideration.

3.2.2 VENDOR Contact

The DEPARTMENT will consider the person who signs VENDOR'S proposal the contact person for all matters pertaining to the proposal unless VENDOR designates another person in writing.

3.2.2.1 Joint Ventures

Joint ventures are not acceptable in response to this RFP. If multiple VENDORS are proposing to jointly perform the project, the proposal must be submitted in the form of a prime contractor/subcontractor(s) arrangement.

3.2.2.2 Subcontractor Definition

The DEPARTMENT defines a subcontractor as any third party contracted by the VENDOR to perform the contract work described in the RFP, whether a small portion of the work or a large portion of the work. If anyone or company other than the awarded VENDOR performs the work, that person/company would be a subcontractor.

3.2.3 Proposal Submittal

VENDORS must submit one (1) complete copy of the Proposal in a searchable Adobe Acrobat PDF format via email to the following email address with the following subject line:

Email: Rfp.labor@labor.alabama.gov

Subject Line: Proposal in Response to Workforce Branding, Marketing, and Recruitment RFP

VENDORS must be registered and active in Alabama BUYS (formerly STAARS) before the RFP is submitted. Registration is free and vendors can register at <https://alabamabuy.gov>

3.3 Exceptions

If a VENDOR cannot comply with a requirement of the RFP, the VENDOR should make a note in its Proposal to request an exception to a certain requirement.

3.4 Non-Responsiveness

Any Proposal that does not meet the requirements and provide all required documentation may be considered non-responsive; and if deemed non-responsive, the Proposal may be rejected.

3.5 Required Review and Waiver of Objections by VENDOR

VENDORS should carefully review this RFP and all attachments for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called “Questions”).

Questions concerning the RFP must be made via e-mail as directed in Section 1.8.3 and must be received by the DEPARTMENT no later than the Deadline for Written Questions detailed in Section 2, RFP Schedule of Events. Vendors are encouraged to submit any VENDOR-identified RFP errors and/or omissions to the RFP Coordinator. This will allow the issuance of any necessary amendments and help prevent the opening of defective Proposals upon which a contract award could not be made.

3.6 Proposal Preparation and Presentation Costs

The DEPARTMENT will not pay any costs associated with the preparation, submittal, presentation, or any other costs associated with any Proposal.

3.7 Proposal Modifications and Withdrawals Prior to Due Date

VENDORS may modify or withdraw a submitted Proposal prior to the due date in accordance with Administrative Rule 355-4-3-.02(8). To withdraw a Proposal, the VENDOR must submit a written request, signed by a VENDOR representative authorized to sign the resulting contract, to the RFP Coordinator prior to the due date. After withdrawing a previously submitted Proposal, the VENDOR may submit another Proposal at any time up to the deadline for submitting Proposals.

3.8 Proposal Modifications and Withdrawals After Due Date

Any Proposal, withdrawal, or modification received after the established due date at the place designated for receipt of Proposals is late. The DEPARTMENT may only consider these submissions in accordance with Administrative Rule 355-4-3-.02(9).

3.9 Proposal Errors

The VENDOR is liable for all errors or omissions contained in their Proposal. VENDORS will not be allowed to alter Proposal documents after the deadline for submitting a Proposal. If a VENDOR needs to change a previously submitted Proposal, the VENDOR must withdraw the entire Proposal and may submit the corrected Proposal before the Deadline for Submitting Proposals as defined in Section 2.

3.10 Incorrect Proposal Information

If the DEPARTMENT determines that a VENDOR has provided, for consideration in the evaluation process or contract negotiations, incorrect information of which the VENDOR knew

or should have known was materially incorrect, that Proposal may be determined non-responsive, and the Proposal may be rejected.

3.11 Proposal Clarifications and Discussions

- 3.11.1 The DEPARTMENT reserves the right to request clarifications with any or all VENDORS if they are necessary to properly clarify compliance with the requirements of this RFP. The DEPARTMENT will not be liable for any costs associated with such clarifications. The purpose of any such clarifications will be to ensure full understanding of the Proposal. Clarifications will be limited to specific sections of the Proposal identified by the DEPARTMENT. If clarifications are requested, the VENDOR shall put such clarifications in writing within the time frame specified by the DEPARTMENT in the request.
- 3.11.2 Any changes in VENDOR'S proposed system or pricing in response to a DEPARTMENT request are subject to acceptance by the DEPARTMENT. In the event price changes or proposed service changes in response to a DEPARTMENT request are not acceptable to the DEPARTMENT, Selected Vendor's pre-award status may be rescinded. At the option of the DEPARTMENT, another selection for pre-award may be made from the Vendors that submitted a proposal, or the DEPARTMENT may open the process to re-negotiations based upon the new specifications.

3.12 Right of Rejection

- 3.12.1 The DEPARTMENT reserves the right, at its sole discretion, to reject any and all Proposals or to cancel this RFP in its entirety.
- 3.12.2 Any Proposal received which does not meet the requirements of this RFP, may be considered to be non-responsive, and the Proposal may be rejected. The VENDOR must comply with all of the terms of this RFP and all applicable State laws and regulations. The DEPARTMENT may reject any Proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP.
- 3.12.3 The DEPARTMENT reserves the right to amend this RFP in writing at any time. The DEPARTMENT also reserves the right to cancel or reissue the RFP at its sole discretion. If an amendment is issued it shall be provided to all VENDORS submitting a response to the Letter of Intent. The VENDOR must respond to the final written RFP and any exhibits, attachments, and amendments.

The State of Alabama may make such reasonable investigations as deemed proper and necessary to determine the ability of Vendor to perform the services, and Vendor shall furnish to the State all such information and data for this purpose as may be requested. The State further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Vendor fails to satisfy the State

that such Vendor is properly qualified to carry out the obligations of the awarded contract and to provide the services contemplated therein.

3.13 Disclosure of Proposal Contents

Proposals and supporting documents are kept confidential until the evaluation process is complete and a contract has been awarded. VENDORS should be aware that any information in a Proposal may be subject to disclosure and/or reproduction under Alabama law. Designation as proprietary or confidential may not protect any materials included within the Proposal from disclosure if required by law. VENDORS should mark or otherwise designate any material that it feels is proprietary or otherwise confidential by labeling the page as "CONFIDENTIAL" on the bottom of the page. VENDORS shall redact this information in the redacted copy provided to the DEPARTMENT. VENDORS shall also state any legal authority as to why that material should not be subject to public disclosure under Alabama Open Records laws and is marked as Proprietary Information. By way of illustration but not limitation, "Proprietary Information" may include trade secrets, inventions, mask works, ideas, processes, formulas, source and object codes, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs, and techniques.

Information contained in the Cost Proposal section must not be marked confidential. It is the sole responsibility of the VENDOR to indicate information that is to remain confidential. The DEPARTMENT assumes no liability for the disclosure of information not identified by the VENDOR as confidential. If the VENDOR identifies its entire Proposal as confidential, the DEPARTMENT may deem the Proposal as non-responsive and may reject it.

VENDOR agrees to intervene in and defend any lawsuit brought against the DEPARTMENT for its refusal to provide VENDOR'S alleged confidential and/or proprietary information to a requesting party. The DEPARTMENT shall provide VENDOR written notice of any such lawsuit within ten (10) days of receipt of service by the DEPARTMENT. VENDOR shall intervene within thirty (30) days of notice or will be deemed to have waived any and all claim that information contained in the Proposal is confidential and/or proprietary and any and all claims against the DEPARTMENT for disclosure of VENDOR'S alleged confidential and/or proprietary information.

3.14 Copyright Permission

By submitting a Proposal, the VENDOR agrees that the DEPARTMENT may copy the Proposal for purposes of facilitating the evaluation of the Proposal or to respond to requests for public records. By submitting a Proposal, the VENDOR consents to such copying and warrants that such copying will not violate the rights of any third party. The DEPARTMENT shall have the right to use ideas or adaptations of ideas that are presented in Proposals.

4 Qualifications and Experience

The response to the VENDOR Qualifications and Experience Section must be divided into the following:

1. Transmittal Letter
2. VENDOR'S Mandatory Qualifications
3. VENDOR'S General Qualifications and Experience
4. Financial Stability
5. References
6. Personnel / Staffing
7. Risk Assessment

4.1 Transmittal Letter

- 4.1.1 The Proposal Transmittal Letter must be an offer of the VENDOR in the form of a standard business letter on business letterhead.
- 4.1.2 The letter must be signed by a company officer empowered by the VENDOR organization to bind the VENDOR to the provisions of this RFP and any contract awarded pursuant to it. The Proposal Transmittal Letter must be properly signed and notarized or it may be rejected.
- 4.1.3 The letter must state that the Proposal remains valid for at least ninety (90) days subsequent to the Deadline for Submitting Proposals (Section 2, RFP Schedule of Events) and thereafter in accordance with any resulting Contract between the VENDOR and the DEPARTMENT.
- 4.1.4 The letter must provide the complete legal entity name, form of business (e.g., LLC, Inc., etc.), and Federal Employer Identification Number (FEIN) of the firm making the Proposal.
- 4.1.5 The letter must provide the name, physical location mailing address (a PO Box address is unacceptable), E-mail address, and telephone number of the person the DEPARTMENT should contact regarding the Proposal.
- 4.1.6 The letter must state whether the VENDOR or any individual who will perform work under the Contract has a possible conflict of interest (i.e. employment by the DEPARTMENT) and, if so, must state the nature of that conflict. VENDOR further confirms that no person has an interest in VENDOR or in the contract that would violate Alabama law. The DEPARTMENT reserves the right to cancel an award if any interest disclosed from any source could either give the appearance of a conflict of interest or cause speculation as to the objectivity of the offer. Such determination regarding any questions of conflict of interest shall be solely within the discretion of the DEPARTMENT.

- 4.1.7 The Letter must state unequivocal understanding of the general information presented in all Sections and agree with all requirements/conditions listed in the RFP.
- 4.1.8 The letter must state that the VENDOR has an understanding of and will comply with the General Terms and Conditions as set out in this RFP.
- 4.1.9 The letter must provide a letter from any subcontractor to certify that the VENDOR has received the permission of the third-party to include the scope of services under the cover of the submitted proposal.

4.2 Vendor's Mandatory Qualifications

The Mandatory VENDOR Qualifications must reference and respond to the following subsections in sequence and include corresponding documentation as required.

- 4.2.1 The VENDOR must provide written confirmation that they comply with the requirements of this RFP, without exceptions unless otherwise noted. If VENDOR fails to provide such confirmation, the DEPARTMENT, at its sole discretion, may determine the Proposal to be non-responsive, and if deemed non-responsive the Proposal may be rejected.
- 4.2.2 The VENDOR shall complete RFP Attachment 8.1 to comply with the listed conditions.
- 4.2.3 Act 2001-955 requires an Alabama 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. VENDORS shall go to the URL:

<http://www.ago.state.al.us/Page-Vendor-Disclosure-Statement-Information-and-Instructions>

to download a copy of the Alabama Disclosure Statement. The Alabama Disclosure Statement must be filled out and must be submitted with the Proposal and attached to the VENDOR Qualifications and Experience section.

- 4.2.4 The VENDOR shall acknowledge and comply that the VENDOR has a continuing obligation to disclose any change of circumstances that will affect its qualifications as a VENDOR.
- 4.2.5 The VENDOR shall affirmatively state that it meets all of the following minimum experience requirements:
 - At least five (5) years experience in branding and marketing
 - Previous experience working on at least one (1) large project that involved developing and implementing a new brand, website, grassroots outreach, and a recruitment strategy

- Experience working with state or local government agencies/departments
- Proven capability to stay on budget and complete tasks within prescribed deadlines

4.3 General Qualifications and Experience

4.3.1 VENDOR General Qualification and Experience

To evidence the VENDOR'S experience in delivering services similar to those required by this RFP, the General VENDOR Qualifications and Experience must reference and respond to the following subsections in sequence and include corresponding documentation as required.

The VENDOR must provide the following:

- 4.3.1.1 A brief, descriptive statement indicating the VENDOR'S credentials to deliver the services sought under this RFP;
- 4.3.1.2 A brief description of the VENDOR'S background and organizational history;
- 4.3.1.3 Number of years in business;
- 4.3.1.4 A summary to include the location of the VENDOR'S headquarters and the number of branch locations within the State of Alabama;
- 4.3.1.5 A brief statement of how long the VENDOR has been performing the services required by this RFP;
- 4.3.1.6 Total number of active clients;
- 4.3.1.7 Total number of active Private Sector clients;
- 4.3.1.8 Total number of active Government Sector clients;
- 4.3.1.9 Location of offices and personnel that will be used to perform services procured under this RFP;
- 4.3.1.10 A description of the number of employees;
- 4.3.1.11 Whether there have been any mergers, acquisitions, or sales of the VENDOR company within the last ten years (if so, an explanation providing relevant details);

- 4.3.1.12 A statement as to whether any VENDOR employees to be assigned to this project have been convicted of, pled guilty to, or pled nolo contendere to any felony or misdemeanor; and if so, an explanation providing relevant details;
- 4.3.1.13 A statement from the VENDOR as to any litigation filed against the VENDOR in the past seven years which is related to the services that VENDOR provides in the regular course of business which would impair VENDOR'S performance in a Contract under this RFP;
- 4.3.1.14 A statement as to whether, in the last ten years, the VENDOR has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors; and if so, an explanation providing relevant details;
- 4.3.1.15 A statement as to whether the VENDOR has ever been disqualified from competition for government contracts and/or dismissed from a government contract because of unsatisfactory performance; and if so, an explanation providing details;
- 4.3.1.16 A statement as to whether the VENDOR has ever been dismissed from a government contract because of unsatisfactory performance; and if so, an explanation providing relevant details;
- 4.3.1.17 A statement as to whether the VENDOR has ever been dismissed from a non-government contract because of unsatisfactory performance; and if so, an explanation providing relevant details;
- 4.3.1.18 A detailed statement of relevant experience in the government sector (state, county, federal) within the last ten (10) years. The narrative in response to this section must thoroughly describe the VENDOR'S experience with providing the services sought under this RFP. In this Section, the VENDOR may also provide sample documents describing the VENDOR'S experience;
- 4.3.1.19 A detailed statement describing implementation barriers or challenges that have been experienced working with government entities on implementations. What proactive steps are planned in this proposed project to mitigate against similar challenges?
- 4.3.1.20 A detailed statement identifying two recent project implementations that are most comparable to the DEPARTMENT'S proposed implementation, and provide a project profile for each, including: scope of functional areas; project

duration; any unique requirements or circumstances that were a part of, or came up during, the project; the legacy system converted from, etc.

- 4.3.1.21 A detailed statement identifying issues and/or delays with a state implementation project of similar size and scope.
- 4.3.1.22 What sets the product(s) and services that your firm proposes apart from competitors' products and services? Why should the DEPARTMENT select your firm to partner with?
- 4.3.1.23 Please describe any other relevant experience assisting clients migrate from similar legacy systems.

4.3.2 Subcontractor General Qualification and Experience

The VENDOR shall be responsible for ensuring the timeliness and quality of all work performed by subcontractors. If no subcontractors will be proposed, the VENDOR must indicate so in this Section.

The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the DEPARTMENT.

For each proposed subcontractor, the VENDOR must provide the following:

- 4.3.2.1 Subcontractor firm name;
- 4.3.2.2 Percentage of total work the subcontractor is expected to provide based upon proposed cost;
- 4.3.2.3 Written statement signed by the subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract;
- 4.3.2.4 A brief, descriptive statement indicating the subcontractor's credentials to deliver the services sought under this RFP;
- 4.3.2.5 A brief description of the subcontractor's background and organizational history;
- 4.3.2.6 Number of years in business;
- 4.3.2.7 A brief statement of how long the subcontractor has been performing the services required by this RFP;

- 4.3.2.8 Location of offices and personnel which will be used to perform services procured under this RFP;
- 4.3.2.9 A description of the number of employees and client base;
- 4.3.2.10 A statement as to whether any subcontractor employees to be assigned to this project have been convicted of, pled guilty to, or pled nolo contendere to any felony or misdemeanor; and if so, an explanation providing relevant details;
- 4.3.2.11 A statement from the subcontractor as to any litigation filed against the VENDOR in the past seven years which is related to the services that subcontractor provides in the regular course of business which would impair subcontractor performance in a Contract under this RFP;
- 4.3.2.12 A statement as to whether, in the last ten years, the subcontractor has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors; and if so, an explanation providing relevant details;
- 4.3.2.13 A detailed statement of relevant experience in the public sector within the last ten (10) years. The narrative in response to this section must thoroughly describe the subcontractor's experience with providing the services sought under this RFP. In this Section, the subcontractor shall also provide sample documents describing the subcontractor's experience;
- 4.3.2.14 A description detailing the subcontractors prior experience with the VENDOR.

4.4 Financial Stability

Documentation of financial responsibility and stability; said documentation must include:

- 4.4.1 A letter signed by an Executive Member of the VENDOR'S organization such as the Chief Executive Officer, Chief Financial Officer, or by a company officer empowered to bind the VENDOR to the provisions of this RFP and any contract awarded pursuant to its attesting that the information provided pursuant to this Section is to his/her knowledge correct and complete.
- 4.4.2 The percentage of the VENDOR'S revenue and profits from providing the type of services to be performed requested in this RFP.

- 4.4.3 A statement if, in the VENDOR'S last three fiscal years, the VENDOR had client revenue that represented more than 20% from any one client. If so, the VENDOR must provide the number of clients that represented more than 20% of the total of VENDOR'S revenue.
- 4.4.4 Copy of the VENDOR'S most recent certificate of insurance indicating the types and amounts of insurance coverage in force.
- 4.4.5 Statement from VENDOR indicating that the VENDOR is current on all taxes (federal, state, local) including, but not limited to, taxes on income, sales, property, etc.

4.5 References

The VENDOR may provide up to three (3) references for work performed previously that is most similar to the size and requirements of the DEPARTMENT'S RFP.

4.6 Personnel / Staffing

The VENDOR must provide the following information for the staff to be assigned to the DEPARTMENT for the duration of contract time.

4.6.1 Project Organization Chart

The VENDOR shall provide its best projection of a project organization chart (including subcontractors) that, at a minimum, identifies each key position for the proposed solution. Personnel occupying key positions must be dedicated full-time to the project unless otherwise indicated. The DEPARTMENT reserves the right to interview and approve the individuals assigned to those positions, as well as to approve any later reassignment or replacement, although such approval will not be unreasonably withheld.

For each position shown in the project organizational chart, the following must be provided (referencing the subsections in sequence):

- 4.6.1.1 Title;
- 4.6.1.2 Name;
- 4.6.1.3 Designation as a Key or Non-Key position. The Project Manager and individuals leading teams would be Key. Senior technical positions will also be Key and any other positions where the sudden departure of the incumbent would affect the team's ability to stay on schedule;
- 4.6.1.4 Description of project role and responsibilities;

4.6.1.5 Percentage of time to be assigned; and

4.6.1.6 Percentage of time to be spent onsite.

4.6.2 Key Positions

4.6.2.1 The VENDOR must provide the names and titles (and resumes, if helpful) of the individuals who would be primarily responsible for working on this project.

4.6.2.2 The DEPARTMENT anticipates that any staff assigned to the Project will remain assigned to the Project, unless the DEPARTMENT deems the services to not meet expectations at which point the Contractor and DEPARTMENT will work together to remedy such non-conforming services.

4.7 Risk Assessment

Acknowledge and comply that the VENDOR and all subcontract firm's proposing line of business (LOB) are ISO27001 certified or AICPA SOC 2 Type II certified. The VENDOR must provide a certificate for one or both certifications to the DEPARTMENT within this Section.

5 Cost Proposal

- 5.1.1 The Cost Proposal should include all expenses expected to be incurred by VENDOR to provide the products and services described in Section 1.2 of this RFP throughout the contract term described in Section 1.3 of this RFP.
- 5.1.2 The Cost Proposal will be used as the primary representation of the VENDOR'S cost/price and will be used during the Proposal evaluation.
- 5.1.3 Pricing information must be included in the Cost Proposal Section of the Proposal, and only in the Cost Proposal Section; no pricing information may be included in any other Section responses. Inclusion of Cost Proposal information in any other Section of the Proposal may result in the Proposal being considered as non-responsive and may result in disqualification.
- 5.1.4 The DEPARTMENT will only accept firm and fixed cost Proposals for this project, but the Proposal may include multiple cost options for multiple potential deliverables. No time-and-materials Proposals will be considered.
- 5.1.5 Pricing is to be the best and final price. However, the DEPARTMENT reserves the right to negotiate options and other considerations with the selected VENDOR to reach a final Contract price.
- 5.1.6 VENDORS must submit their Cost Proposal in whatever form they deem most appropriate and representative of the expected costs of this project.
- 5.1.7 VENDORS must include all projected expenses, including travel, lodging, and any subcontractor costs when preparing their Cost Proposal.
- 5.1.8 Payments will only be made on the successful completion and approval of a deliverable by the DEPARTMENT.
- 5.1.9 The Cost Proposal should be a best estimate based on information provided within this RFP. Any customization will be reviewed and taken into consideration during contract negotiations.

6 Evaluation and VENDOR Selection

6.1 Proposal Evaluation Categories and Weights

The categories to be considered in the evaluation of proposals are shown below. Each category shall be weighted as follows, and one hundred (100) points is the maximum total number of points that shall be awarded to a Proposal:

Qualifications and Experience	25
Technical Requirements	25
Functional Requirements	40
Pricing	10

6.2 Proposal Evaluation Process

- 6.2.1 The evaluation process is designed to award the Contract to the VENDOR with the best combination of attributes based upon the RFP requirements and evaluation criteria that constitutes “best value” for the DEPARTMENT.
- 6.2.2 The RFP Coordinator will review all submissions, coordinate the proposal evaluation process, and maintain proposal evaluation records.
- 6.2.3 All Proposals will be initially reviewed by the RFP Coordinator to determine compliance with basic proposal requirements as specified in the RFP. If the RFP Coordinator may follow up with a VENDOR to request additional information and/or further clarification or correction(s). The RFP Coordinator may also reject any Proposals deemed to be non-responsive.
- 6.2.4 After evaluating all proposals, the RFP Coordinator will compute the final score for each Proposal. The evaluation scoring shall use the pre-established criteria and weights set out in this RFP.
- 6.2.5 The DEPARTMENT reserves the right, at its sole discretion, to request clarifications with any or all VENDORS. The purpose of any such clarifications will be to ensure full understanding of the Proposal. If clarifications are made, the VENDOR shall put such clarifications in writing.

6.3 Contract Award Process

- 6.3.1 The RFP Coordinator will present the results from the Proposal evaluation process to the Alabama Workforce Board Executive Committee for review and input.
- 6.3.2 The Alabama Workforce Board Executive Committee may provide their recommendation(s) to the RFP Coordinator and the Secretary of Workforce.

- 6.3.3 The DEPARTMENT reserves the right to make an award without further discussion of any Proposal submitted. There may be no best and final offer procedure by the DEPARTMENT among the VENDORS. Therefore, each Proposal should be initially submitted on the most favorable terms the VENDOR can offer.
- 6.3.4 After the evaluation of Proposals and final consideration of all pertinent information available, the DEPARTMENT will notify the Chief Procurement Officer (CPO) at the Department of Finance Division of Procurement their recommendation of award. The CPO will notify the selected VENDOR(s) of the DEPARTMENT'S Intent to Award and define the protest period. It is the DEPARTMENT's discretion whether to begin negotiating a contract for services during the protest period or wait until the protest period expires.
- 6.3.5 The RFP files will be made available for public inspection upon written request to the RFP Coordinator after final Contract award. Requestors may not be provided any information marked as "Confidential" submitted by the VENDORS as defined by Section 3.13.
- 6.3.6 If a VENDOR fails to sign and return the Contract drawn pursuant to this RFP and the final Contract negotiations within thirty (30) days of its delivery to the VENDOR, the DEPARTMENT may determine, at its sole discretion, that the VENDOR is non-responsive to the terms of this RFP, reject the Proposal, and open final Contract negotiations with another VENDOR.
- 6.3.7 Contract award shall be subject to the Contract approval of all appropriate DEPARTMENT officials in accordance with applicable State laws and regulations.
- 6.3.8 During contract negotiations, the DEPARTMENT reserves the right to modify the scope of services described within this RFP. Furthermore, the DEPARTMENT reserves the right to add additional Statement of Works under the resulting Contract.

7 Attachments

8.4 Certificate of Compliance

VENDOR Organization Name

By indication of the authorized signature below, the VENDOR does hereby make certification and assurance of the VENDOR'S compliance with:

1. The laws of the State of Alabama;
2. Title VI of the Civil Rights Act of 1964;
3. The Equal Employment Opportunity Act and the regulations issued there under by the federal government;
4. The Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government;
5. The condition that the submitted Proposal was independently arrived at, without collusion, under penalty of perjury;
6. The condition that no amount shall be paid directly or indirectly to an employee or official of the State of Alabama as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the VENDOR in connection with the procurement under this RFP;
7. The condition that if selected workmen's compensation insurance will be provided as required by the laws of Alabama;
8. The State of Alabama VENDOR Disclosure form;
9. Other terms and conditions as described in the Attachments as they apply.

VENDOR Name, Authorized Signature, Title, and Date

8 Terms and Conditions

- 8.1 The VENDOR specifically is charged with knowledge of the DEPARTMENT'S specific reservations of rights set out in this RFP and the DEPARTMENT'S terms and conditions stated herein. By submitting a proposal, the VENDOR affirmatively acknowledges and agrees that the terms and conditions in this Section, without any exception, shall become part of any contract awarded under this RFP.
- 8.2 The DEPARTMENT will not be liable to pay the VENDOR for any supplies provided, services performed, or expenses paid related to the contract incurred prior to the beginning of, or after the ending of, the term of the contract.
- 8.3 Selected Vendor, who executes the Contract for service, is contractually responsible for the total performance of the Contract. Subcontracting may be allowable at the sole discretion of the DEPARTMENT, but must be disclosed as a part of the proposal or otherwise approved in advance and in writing by the DEPARTMENT. Any approval by the DEPARTMENT of any subcontract or subcontractor shall not constitute a waiver by the DEPARTMENT to consent or approve any other subcontract or subcontractor. Any subcontract shall be subject to the following conditions:
- 8.3.1 Any sub-vendor providing services required in the RFP or in the Contract will meet or exceed the requirements set forth in the RFP.
- 8.3.2 The DEPARTMENT will not be bound to any terms and conditions included in any VENDOR or sub-vendor documents. No conditions in sub-vendor documents in variance with, or in addition to, the requirements of the RFP or the awarded contract will in any way affect Selected Vendor's obligations under the Contract.
- 8.4 The VENDOR shall read the provisions listed below and respond with any exceptions the VENDOR takes to any provision.
- 8.5 **LIABILITY AND INDEMNIFICATION:**
- a) VENDOR shall defend in any action at law, indemnify, and hold the DEPARTMENT, its officials, agents, and employees harmless against any and all claims arising from the provisions of the Contract, including, without limitation, any and all claims arising from:
- 1) Any breach or default on the part of Selected Vendor in the performance of the Contract;
 - 2) Any claims or losses related to services Selected Vendor is obligated to perform and/or by any person or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract;

- 3) Any claims or losses to any persons, including Inmates, injured or property damaged from the acts or omissions of Selected Vendor, its officers, agents, or employees in the performance of the Contract by Selected Vendor;
- 4) Any claims or losses by any person or firm injured or damaged by Selected Vendor, its trustees, officers, agents, or employees by the publication, translation, reproduction, delivery, performance, use, or disposition of any data processed under the Contract in a manner not authorized by the Contract, or by Federal, State, or local regulations or statutes; and,
- 5) Any failure by Selected Vendor, its officers, agents, or employees to observe the Constitution or laws of the United States and the State of Alabama.

All costs, reasonable attorneys' fees, and liabilities incurred in or about any such claim, action, or proceeding brought thereon are the responsibility of Selected Vendor.

- b) In case any action or proceeding is brought against the DEPARTMENT by reason of any such claim, Selected Vendor, upon notice from the DEPARTMENT, shall defend against such action by counsel satisfactory to the DEPARTMENT and the Attorney General of the State of Alabama. Said counsel will not enter into any settlement contract with respect to any claim that may affect the DEPARTMENT without first obtaining approval of the DEPARTMENT.

In defending the DEPARTMENT, its officials, agents, and employees, Selected Vendor shall advise and consult with the General Counsel's Office of the DEPARTMENT which may, in its discretion, enter any legal proceeding on behalf of the DEPARTMENT, its officials, agents, or employees.

aid obligations shall not be applicable to any claim, injury, death, or damage to property arising solely out of any act or omission on the part of the DEPARTMENT, its officials, agents, servants, or independent vendors (other than Selected Vendor) who are directly responsible to the DEPARTMENT.

- 8.6 GOVERNING LAW: VENDOR agrees that the Final Agreement shall be governed by and construed in accordance with Alabama law, without giving any effect to the conflict of laws provision thereof.
- 8.7 INDEPENDENT CONTRACTOR: VENDOR acknowledges that it is an independent contractor, and neither the VENDOR nor its employees or subcontractors are to be considered employees of the DEPARTMENT or entitled to benefits under the State of Alabama Merit System.
- 8.8 NOT A DEBT OF THE STATE OF ALABAMA: It is agreed that the terms and commitments contained therein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26.

- 8.9 CONFLICTS WITH LAW: It is further agreed that if any provision of this Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void.
- 8.10 SOLE REMEDY: VENDOR'S sole remedy for settlement of any and all disputes arising under the terms of this Agreement shall be limited to filing a claim with the Board of Adjustments for the State of Alabama.
- 8.11 OPEN RECORDS: VENDOR acknowledges that DEPARTMENT may be subject to Alabama open records laws or similar State and/or federal laws relating to disclosure of public records and may be required, upon request, to disclose certain records and information covered by and not exempted from such laws. Notwithstanding anything to the contrary contained in VENDOR'S proposal or final Agreement, VENDOR acknowledges and agrees that DEPARTMENT may comply with those laws without violating any provision of VENDOR'S proposal or final Agreement.
- 8.12 IMMIGRATION: VENDOR agrees that by signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
- 8.13 INSURANCE COVERAGE:
- a) Selected Vendor shall continuously maintain and pay for such insurance to protect Selected Vendor, the State, the DEPARTMENT, its officers, agents, and employees from all claims including, but not limited to, death and claims based on violations of civil rights, arising from the services performed under the Contract, and actions by a third party against Selected Vendor as a result of the Contract. Coverage required must also include, but not be limited to, Comprehensive General Liability, Worker's Compensation, and Employee's Liability. Before signing the Contract, Selected Vendor must file with the DEPARTMENT a certificate from Selected Vendor's insurer showing the amounts of insurance carried and the risk covered thereby. Selected Vendor must carry general liability insurance coverage with a combined single limit of one hundred and fifty thousand dollars (\$150,000) for personal injury and property damage that incorporates said coverage for all of the Selected Vendor's employees and sub-vendors. This coverage is required to extend to services performed at Selected Vendor's facility.
 - b) Selected Vendor will also maintain public liability, casualty, and auto insurance in sufficient amounts to protect the DEPARTMENT from liability for acts of Selected Vendor and risks and indemnities assumed by Selected Vendor in accordance with State law. If Selected Vendor does not have minimum coverage for bodily injury – including two hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per occurrence and, for property damage, one hundred

thousand dollars (\$100,000) per occurrence – Selected Vendor must inform the DEPARTMENT and seek written permission for lesser coverage.

- c) All general liability insurance policies required under this Contract must name the DEPARTMENT as being an additional insured or loss payee and as entitled to all notices under the general liability policies. All certificates of insurance shall contain the following provision: “The coverage provided shall not be canceled, reduced, or allowed to lapse unless and until the DEPARTMENT has received at least ten (10) days written notice.” At least thirty (30) days prior to each policy anniversary date, Selected Vendor shall provide the DEPARTMENT with renewal information and any changes in coverage. This term shall not apply to coverage relating to Worker’s Compensation.
- d) VENDOR is currently enrolled with DHS in the E-verify system, and will not knowingly hire or continue to employ a person(s) who are not either citizens of the United States or person(s) who are not in proper and legal immigration status authorizing them to be employed for pay in the United States.
- e) VENDOR will include a provision in all subcontracts that requires all subcontractors to utilize the E-Verify system to verify employment eligibility of all persons employed during the contract term. If requested, subcontractor must provide documentation as identified above.

8.14 CONTRACT TERMINATION: The DEPARTMENT reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon thirty (30) days written notice to Selected Vendor. Any contract cancellation notice shall not relieve Selected Vendor of the obligation to return any and all documents or data provided or generated as a result of any resulting contract.

The DEPARTMENT may terminate any contract resulting from this RFP in the event of:

- 8.14.1 Any breach of the contract that, if susceptible of being cured, is not cured within fifteen (15) days of the DEPARTMENT giving notice of breach to Selected Vendor including, but not limited to, failure of Selected Vendor to maintain covenants, representations, warranties, certifications, bonds, and insurance;
- 8.14.2 Commencement of a proceeding by or against Selected Vendor under the United States Bankruptcy Code or similar law, or any action by Selected Vendor to dissolve, merge, or liquidate;
- 8.14.3 Material misrepresentation or falsification of any information provided by VENDOR in the course of any dealing between the DEPARTMENT and VENDOR or between VENDOR and any State agency, to include information provided in VENDOR’S proposal;
- 8.14.4 For the unavailability of funds appropriated or available to the DEPARTMENT. The DEPARTMENT will use its best efforts to secure sufficient appropriations to

fund the awarded contract. However, obligations of the DEPARTMENT hereunder will cease immediately, without penalty or further payment being required, if the Alabama Legislature fails to make an appropriation sufficient to pay such obligation. The DEPARTMENT will determine whether amounts appropriated are sufficient. The DEPARTMENT will give Selected Vendor notice of insufficient funding as soon as practicable after the DEPARTMENT becomes aware of the insufficiency. Selected Vendor's obligation to perform will cease upon receipt of the notice; and

- 8.14.5 For convenience of the DEPARTMENT. If the DEPARTMENT terminates for convenience, the DEPARTMENT will pay Selected Vendor for services satisfactorily provided and for authorized expenses incurred up to the time of termination.
- 8.15 ACCESS TO FACILITIES: VENDOR and its employees or agents shall have the right to use only those facilities of the DEPARTMENT that are necessary for its performance of services under this Contract and shall have no right of access to any other facilities of the DEPARTMENT.
- 8.16 OPEN TRADE: In compliance with Section 41-16-5 Code of Alabama (1975), 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.
- 8.17 BRIBERY CONVICTIONS: VENDOR certifies compliance, or agreement to comply, with the following legal requirement and that it is not barred from being awarded a contract or subcontract due to a violation of these requirements or an inability or unwillingness to comply with these requirements:
- a) No person or business entity will be awarded a contract or subcontract if that person or business entity:
 - 1) Has been convicted under the laws of Alabama, or any other state, of bribery or attempting to bribe an officer or employee of the State of Alabama or any other state in that officer's or employee's official capacity; or
 - 2) Has made an admission of guilt of such conduct that is a matter of record but has not been prosecuted for such conduct.
 - b) No business will be barred from contracting with the DEPARTMENT as a result of the bribery conviction of any employee or agent of the business if the employee or agent is no longer employed by the business, and:
 - 1) The business has been finally adjudicated not guilty; or
 - 2) The business demonstrates to the DEPARTMENT that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or a high managerial agent on behalf of the business.

- c) When an official, agent, or employee of a business committed the bribery or attempted bribery on behalf of the business and pursuant to the direction or authorization of a responsible official of the business, the business will be chargeable with the conduct.
- 8.18 FELONY CONVICTION: No person or business entity, or officer or director of such business entity, convicted of a felony is eligible to do business with the DEPARTMENT from the date of conviction until three (3) years after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the business.
- 8.19 INDUCEMENTS: Any person who offers or pays any money or valuables to any person to induce him/her not to submit a proposal on the RFP is guilty of a felony. Any person who accepts money or other valuables for not submitting a proposal on the RFP, or who withholds a proposal in consideration of the promise for the payment of money or other valuables, is guilty of a felony. VENDOR certifies that it will not take part in any such conduct.
- 8.20 REPORTING ANTI-COMPETITIVE PRACTICES: When, for any reason, VENDOR or a designee suspect collusion or other anticompetitive practice among any vendors or employees of the DEPARTMENT, a notice of the relevant facts will be transmitted to the Alabama Attorney General and the DEPARTMENT Commissioner's Office. This includes reporting any chief procurement officer, State purchasing agency, designee, or executive officer who willfully uses or allows the use of specifications, requests for proposal documents, proprietary competitive information, proposals, contracts, or selection information to compromise the fairness or integrity of the procurement or contract process, or any current or former elected or appointed State official or State employee who knowingly uses confidential information, available only by virtue of that office or employment, for actual or anticipated gain for themselves or another person.
- 8.21 CONFIDENTIALITY AND USE OF WORK PRODUCT:
- a) Any documents or information obtained by VENDOR from the DEPARTMENT in connection with this RFP or the Contract will be kept confidential and will not be provided to any third party unless the DEPARTMENT approves disclosure in writing. All work products produced under the RFP including, but not limited to, documents, reports, information, documentation of any sort, and ideas, whether preliminary or final, will become and remain the property of the DEPARTMENT. Any patent, copyright, or other intellectual ideas, concepts, methodologies, processes, inventions, and tools (including computer hardware and software, where applicable) that Selected Vendor previously developed and brings to the DEPARTMENT in furtherance of performance of the resulting contract will remain the property of Selected Vendor.
 - b) Selected Vendor will, at its expense, defend the DEPARTMENT against all claims, asserted by any person, that anything provided by Selected Vendor infringes a patent, copyright, trade secret, or other intellectual property right and will, without limitation, pay the costs, damages, and attorney fees awarded against the DEPARTMENT in any such action, or pay any settlement of such action or claim. Each party agrees to notify

the other promptly on any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the DEPARTMENT for its use or operation of the items provided by Selected Vendor hereunder, or any part thereof, by reason of any alleged infringement, Selected Vendor will, at its expense, either:

- c)
 - 1) modify the item so that it becomes non-infringing;
 - 2) procure for the DEPARTMENT the right to continue to use the item;
 - 3) substitute for the infringing item other item(s) having at least equivalent capability; or
 - 4) refund to the DEPARTMENT an amount equal to the price paid, less reasonable usage from installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, and plus any additional costs the DEPARTMENT may incur to acquire substitute supplies or services.

8.22 WARRANTY:

- a) VENDOR warrants that all services will be performed in a good and professional manner.
- b) VENDOR warrants that it has the title to, or the right to allow the DEPARTMENT to use, the supplies and services being provided and that the DEPARTMENT will have use of such supplies and services without suit, trouble, or hindrance from VENDOR or third parties. This is to ensure that no infringements, prohibitions, or restrictions are in force that would interfere with the use of such supplies and services that would leave the DEPARTMENT liable.

8.23 COMPLIANCE: All work completed under the resulting contract must be in compliance with all applicable federal, state, and local laws, rules, and regulations. VENDOR certifies that it is in compliance, and will remain in compliance, with all federal, state, and local laws as well as all pertinent DEPARTMENT regulations in the performance of any prospective contract including, but not limited to, the following, if applicable:

- a) Comply with the provisions of the Civil Rights Act of 1964.
- b) Comply with the nondiscrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons with regard to race, color, religion, sex, or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor.
- c) Comply with Section 504 of the Federal Rehabilitation Act of 1973 as amended (29 U.S.C. 794), the requirements imposed by the applicable H.E.W. regulation (45 C.F.R. Part 84), and all guidelines and interpretations issued pursuant thereto.

- d) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination.
- e) Comply with the regulations, procedures, and requirements of the DEPARTMENT concerning equal employment opportunities and affirmative action.
- f) Provide such information with respect to its employees and applicants for employment.
- g) Have written sexual harassment policies that comply with the DEPARTMENT'S policy, to include, at a minimum, the following information:
 - 1) the illegality of sexual harassment;
 - 2) the definition of sexual harassment;
 - 3) VENDOR'S internal complaint process, including penalties;
 - 4) the legal recourse, investigative, and complaint process available through VENDOR;
 - 5) directions on how to contact VENDOR; and
 - 6) protection against retaliation.
- h) VENDOR will maintain a drug-free workplace. VENDOR certifies that no individual engaged in the unlawful manufacture, distribution, dispensation, possession, or use of any illegal drug or controlled substance will be eligible for employment by VENDOR under the resulting contract.
- i) VENDOR acknowledges and understands that any employee or subcontractor will be subject to, and will comply with, all security regulations and procedures of the DEPARTMENT.
- j) All Selected Vendor employees or subcontractors who may enter any DEPARTMENT facility are subject to a background check and security check of his/her person and personal property (including his/her vehicle) and may be prohibited from entering the facility in accordance with DEPARTMENT regulations. Additionally, any Selected Vendor employee found to have violated any security regulation may be barred from entering any DEPARTMENT facility.
- k) VENDOR must have appropriate certifications, permits, and licenses in accordance with State and Federal law. VENDOR and its subcontractors will be responsible for obtaining any and all required governmental permits, consents, and authorizations and payment of all taxes. If at any time during this procurement process or throughout the Contract term, VENDOR'S certification, permit, or license is revoked, suspended, is on probation, or otherwise is in jeopardy by any relevant authority, VENDOR is under an ongoing obligation to report this status to the DEPARTMENT.