REQUEST FOR PROPOSAL (RFP)

Alabama Career Center System

FOR THE PURCHASE OF A SOFTWARE SOLUTION FOR A CONSOLIDATED INTAKE, MANAGEMENT, AND REPORTING SYSTEM FOR WORKFORCE DEVELOPMENT, EMPLOYMENT SERVICES, LABOR MARKET INFORMATION, AND RELATED PROGRAM INTERFACES

Governor's Office of Workforce Development
135 South Union Street
Post Office Box 302130
Montgomery, AL 36130-2130

www.dir.alabama.gov
www.owd.alabama.gov
www.adeca.alabama.gov

August 2, 2010

- Equal Opportunity Employer / Program –
GOVERNOR'S OFFICE OF WORKFORCE DEVELOPMENT

REQUEST FOR PROPOSAL (RFP) FOR CONTRACTUAL SERVICES

RETURN TO:

Governor's Office of Workforce Development
Post Office Box 302130
Montgomery, Alabama 36130-2130
Attn: Don Fisher
OR
Governor's Office of Workforce Development
135 South Union Street
Montgomery, Alabama 36104
Attn: Don Fisher

This form is part of the specification package and must be signed and returned, along with proposal documents, by the due date and time specified.

PLEASE READ CAREFULLY!

SCOPE OF SERVICE

The State of Alabama, Governor's Office of Workforce Development (GOWD), is issuing this Request for Proposal, for the purpose of selecting a qualified contractor to furnish, install, configure and support a consolidated intake, management, and reporting system for Workforce Development, Employment Services, Labor Market Information, and related interfaces. The purpose of this RFP is to provide a comprehensive and integrated system to improve the effectiveness and efficiency of Workforce Development activities in Alabama. Written questions are due no later than August 13, 2010, and should be submitted via e-mail to Don Fisher at dfisher@dpe.edu.

A Proposers' Conference with mandatory attendance will be held on August 26, 2010 from 1:00 PM until 3:00 PM CDT.

Proposer should submit one (1) original and five (5) hardcopies of the entire proposal. In addition one electronic version is requested, but not required. In the event of any inconsistencies among the proposals, the language contained in the original proposal shall govern. Proposals must be submitted by the proposal due date and time.

PROPOSALS MUST MEET THE REQUIREMENTS OUTLINED IN THIS REQUEST FOR PROPOSAL TO BE CONSIDERED VALID. PROPOSALS WILL BE REJECTED IF NOT IN COMPLIANCE WITH THESE REQUIREMENTS.

1. Sealed proposals must be received in GOWD by the date and time of proposal due date and time indicated above. No late proposals will be accepted. No electronic, e-mail, fax, voice, or telephone proposals will be accepted.
2. This form "REQUEST FOR PROPOSAL" MUST be manually signed, in ink, and returned by the proposal due date and time along with proposal and any other requirements as specified in the Request for Proposal in order to be considered for an award. It is the responsibility of the proposer to check the websites for all information relevant to this solicitation to include addenda and/or amendments issued prior to the due date and time. Website addresses are as follows: www.dir.alabama.gov, www.owd.alabama.gov, and www.adeca.alabama.gov
3. This solicitation does not commit the Governor's Office of Workforce Development (GOWD), the Alabama Department of Industrial Relations (DIR), the Alabama Department of Economic and Community Affairs (ADECA), or any other Alabama state agency to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for goods or services. The GOWD reserves the right to accept or reject any or all proposals received as a result of the RFP in whole or in part, to negotiate with all qualified proposers, to keep the current self-hosted software system, and/or to cancel in whole or in part the RFP if in the best interest of the GOWD.

PROPOSER MUST COMPLETE THE FOLLOWING

By signing this RFP form, the proposer guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions (Part A.12.) and certifies proposer maintains a drug free work place environment.

FIRM: _____

COMPLETE ADDRESS: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

SIGNATURE: _____ DATE: _____

REQUEST FOR PROPOSAL
GOVERNOR'S OFFICE OF WORKFORCE DEVELOPMENT
135 South Union Street
Montgomery, Alabama 36104

Submittal Deadline: **October 1, 2010**

In accordance with Governor Bob Riley's Executive Order 36 and the US Department of Labor's Training and Employment Guidance Letter (TEGL) 14-08, it is the intent of the Governor's Office of Workforce Development to purchase a software solution for the collection, management, and reporting of data meeting or exceeding the requirements of the United States Department of Labor (USDOL) for Workforce Investment Act, Wagner-Peyser Act, Trade Adjustment Assistance, and related programs through a common intake, case management, and reporting system. The system will be a job matching and workplace information service for employers and job seekers that allows job seekers to establish a self-service Internet account to manage their job search or receive assistance from professional staff in finding a job that matches their experience, interest and education. In addition, the software will have the functionality to integrate various functions of Unemployment Insurance, Labor Market Information, and other related services.

A copy of the proposal is available for download at the following web sites: www.dir.alabama.gov, www.adeca.alabama.gov or www.owd.alabama.gov . A mailed hard copy may be requested by emailing Don Fisher at: dfisher@dpe.edu.

You are invited to submit proposals (one original and five copies) in accordance with the requirements of this Request for Proposals. It is required that your proposals are received before 5:00 PM (CDT), October 1, 2010, at the following addresses:

U.S. Postal Service:

Governor's Office of Workforce Development
Post Office Box 302130
Montgomery, Alabama 36130-2130
Attn: Don Fisher

Hand Delivery (or UPS, FedEx, etc.):

Governor's Office of Workforce Development
135 South Union Street
Montgomery, Alabama 36104
Attn: Don Fisher

Each proposal must include a signed transmittal letter by an official authorized to bind the proposer, and it will contain a statement to the effect that this binding proposal will be for a period of at least 180 days from the closing date of submission.

This solicitation does not commit the Governor's Office of Workforce Development (GOWD), the Alabama Department of Economic and Community Affairs (ADECA), or the Alabama Department of Industrial Relations (DIR) to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for goods or services. The GOWD reserves the right to accept or reject any or all proposals received as a result of the solicitation (hereinafter referred to as RFP) in whole or in part, to negotiate with all qualified proposers, to keep the current self-hosted software system, and/or to cancel in whole or in part the RFP if in the best interest of the affected agencies.

SCHEDULE OF EVENTS

	ACTIVITY	DATE/TIME
1.	Release Request for Proposal	August 2, 2010
2.	Last day to submit written questions via email prior to Proposers' Conference	August 13, 2010
3.	Mandatory Proposers' Conference Location: State of Alabama Department of Finance Division of Purchasing Auditorium 100 North Union Street, Suite 192 Montgomery, Alabama 36104 Driving instructions and parking arrangements can be found at: http://www.purchasing.alabama.gov/pages/location.aspx **Attendees are encouraged to arrive early, as on-street metered and non-metered parking is extremely limited.**	August 26, 2010 1:00 PM CDT – 3:00 PM CDT
4.	State responds to written questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to the Internet at: www.dir.alabama.gov, www.owd.alabama.gov, and www.adeca.alabama.gov	September 3, 2010
5.	Proposals Due	October 1, 2010 5:00 PM CDT
6.	Review for conformance of mandatory requirements	October 4-8, 2010
7.	Evaluation period	October 12-15, 2010
8.	Oral Interviews/Presentations and/or Demonstrations (if required)	November 1-5, 2010
9.	Contract development period	November 8-19, 2010
10.	Approval of Contract by State of Alabama Contract Review Committee	December 2, 2010
11.	Contract award	December 2, 2010
12.	Contractor start date	January 2, 2011
13.	Go Live Completion Date	September 30, 2011

NOTE: All dates after the final proposal due date are approximate and may be adjusted as conditions dictate, without addendum to this RFP.

Questions

All questions relating to this RFP must be emailed to Don Fisher at the following email address: dfisher@dpe.edu. Subsequent to the mandatory Proposers' Conference, only questions submitted by proposers who attend the Proposers' Conference will be responded to. All questions must be submitted in writing via email.

A response will be formulated to each question. The questions and answers will be available for viewing at www.dir.alabama.gov, www.adeca.alabama.gov and www.owd.alabama.gov. No verbal (telephone or otherwise), questions will be accepted or responded to. No GOWD, Alabama Department of Economic & Community Affairs (ADECA), Alabama Department of Postsecondary Education, Alabama Department of Industrial Relations, or Alabama Community College staff should be contacted in regard to this RFP. Communication with state staff is forbidden and could result in disqualification except as stated in Section A.3.

Thomas Surtees — 07-20-10

Mr. Tom Surtees, Director — Date
Alabama Department of Industrial Relations

Doni M Ingram — 07.15.10

Ms. Doni M. Ingram, Director — Date
Alabama Department of Economic and Community Affairs

7/21/10

Dr. Matthew Hughes, Director — Date
Governor's Office of Workforce Development

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PART A: GENERAL INSTRUCTIONS, TERMS AND CONDITIONS

A.1. PROPOSAL CONSTITUTES OFFER

The RFP is designed to solicit proposals from qualified vendors who will be responsible to furnish, install, configure and support a consolidated intake, management, and reporting system for Workforce Development, Employment Services, Labor Market Information, and related interfaces at a competitive and reasonable cost. Proposals that do not conform to all of the mandatory items as indicated in the RFP will not be considered.

Proposals shall conform to all instructions, conditions, and requirements included in the RFP. Prospective proposers are expected to carefully examine all documentation, schedules and requirements stipulated in this RFP, and respond to each requirement in the format prescribed.

A fixed-price contract will be awarded as a result of this proposal. In addition to the provisions of this RFP and the awarded proposal, which shall be incorporated by reference in the contract, any additional clauses or provisions required by the terms and conditions will be included as an amendment to the contract. By submitting a proposal, the Proposer agrees to be governed by the terms and conditions as set forth in this document and any subsequent changes in the program regulatory requirements or required by the GOWD through the negotiation process.

A.2. PROPOSERS' CONFERENCE

A Proposers' Conference will be held on the date, time and location shown in the Schedule of Events. Participation in the conference is **mandatory** in order to submit a proposal. Potential proposers will have an opportunity to ask questions at the conference to assist in the clarification and understanding of the RFP requirements. The State will make every reasonable attempt to answer those questions before the end of the conference. Proposers participating in the conference may submit further questions in writing for questions which the proposer requires an official written response as shown in the Schedule of Events.

Written answers to written questions will be provided through an addendum to be posted on the Internet at www.dir.alabama.gov, www.owd.alabama.gov, and www.adeca.alabama.gov on or before the date shown in the Schedule of Events. Verbal responses provided during the conference shall not be binding on the State of Alabama.

A.3. COMMUNICATION WITH STATE STAFF

From the date the RFP is issued until a determination is announced regarding the selection of the contractor, contact regarding this project between potential contractors and individuals employed by the State is restricted to only written communication with the staff designated above as the point of contact for this RFP.

Once a contractor is preliminarily selected, as documented in the intent to contract, that prospective contractor is restricted from communicating with State staff until a contract is signed. Violation of this condition may be considered sufficient cause to reject a contractor's proposal and/or selection irrespective of any other condition.

The following exceptions to these restrictions are permitted:

1. Written communication with the person(s) designated as the point(s) of contact for this RFP or procurement;
2. Contacts made pursuant to any pre-existing contracts or obligations;
3. State staff and/or contractor staff present at the Proposers' Conference when recognized by the State staff facilitating the meeting for the purpose of addressing questions; and
4. State-requested presentations, key personnel interviews, clarification sessions or discussions to finalize a contract.

Violations of these conditions may be considered sufficient cause to reject a proposal and/or selection irrespective of any other condition. No individual member of the State, employee of the State, or member of the Evaluation Committee is empowered to make binding statements regarding this RFP. The staff

designated above as the point of contact for this RFP will issue any clarifications or opinions regarding this RFP in writing.

A.4. APPLICANT QUALIFICATIONS

Proposers must, upon request of the GOWD, furnish satisfactory evidence of their ability to successfully provide their proposed products and services in accordance with the Terms and Conditions specified below this RFP. The GOWD reserves the right to make the final determination as to the proposer's ability to provide the products and services requested before entering into any contract agreement.

Proposers should note that the provision of the services specified in this RFP requires knowledge and understanding of the Workforce Investment Act (WIA) of 1998 and it's implementing regulations. The Department of Labor maintains an Internet website at www.doleta.gov that provides valuable information about WIA.

A.5. FUNDING PERIOD AND PROJECT TIMEFRAME

A contract resulting from this Request for Proposal will be issued for a period of one year effective January 1, 2011 through December 31, 2011 with the option to renew for two (2) additional one (1) year periods as mutually agreed upon by all parties and approved by the Alabama Contract Review Committee. The anticipated starting date for system conversion should be as soon as practicable following successful contract negotiation and approval. Full system conversion and implementation must be completed no later than 280 calendar days from the beginning date of the contract.

No proposers are authorized to begin incurring costs until contract negotiations have been completed and the agreement is fully executed and transmitted via award letter from Alabama Governor Bob Riley. **There is no implication for continued funding beyond the agreement date.**

A.6. NO OBLIGATION TO THE GOWD

The GOWD or any agent thereof will not be obligated in any way by any proposer's response to this RFP. Pre-agreement costs are not authorized.

A.7. AMENDMENTS

Verbal comments or discussion relative to this solicitation cannot add, delete, or modify any written provision. Any alterations must be in the form of a written amendment to all proposers by the GOWD.

A.8. RECEIPT OF PROPOSALS

Federal and State law require that proposals be received by the GOWD no later than the date and time specified in this RFP. Proposers who mail proposals should allow for a sufficient mail delivery period to ensure timely receipt of their proposal by the issuing office. The GOWD is not responsible for any late deliveries by any carrier. Postmarks will not be considered.

A.8.1. MANDATORY REQUIREMENTS

The proposals will first be examined to determine if all mandatory requirements listed below have been addressed to warrant further evaluation. Proposals not meeting mandatory requirements will be excluded from further evaluation. Refer to Part C. of this RFP for a description of the Executive Summary, the Corporate Overview, the Technical Functionality, and the Cost proposal. The mandatory requirement items are as follows:

1. Signed Request For Proposal form;
2. Executive Summary;
3. Corporate Overview;
4. Technical Functionality;
5. Cost Proposal; and
6. Attachments B, C, and D.

A.8.2. PROPOSAL DUE DATE AND TIME

Proposals must be received by the Governor's Office of Workforce Development (GOWD), **no later than 5:00 p.m. (Central Daylight Time) on October 1, 2010.** Proposals should be submitted as follows:

By Mail to:

Governor's Office of Workforce Development
Post Office Box 302130
Montgomery, Alabama 36130-2130
Attn: Don Fisher

Hand Deliver to:

Governor's Office of Workforce Development
135 South Union Street
Montgomery, Alabama 36104
Attn: Don Fisher

A.8.3. PROPOSAL SUBMISSION FORMAT

The following describes the requirements related to proposal submission, proposal handling and review by the State.

To facilitate the proposal evaluation process, one (1) original, clearly identified as such, and five (5) copies of the entire proposal should be submitted. In addition one electronic version is requested, but not required. The copy marked "original" shall take precedence over any other copies, should there be a discrepancy. Proposals must be submitted by the proposal due date and time. A separate sheet must be provided that clearly states which sections have been submitted as proprietary or have copyrighted materials. All proprietary information the proposer wishes the State to withhold must be submitted in accordance with the instructions outlined in A.12.39 Proprietary Information. Proposals must reference the "SOFTWARE SOLUTIONS RFP" and be sent to the specified address. Container(s) utilized for original documents should be clearly marked "ORIGINAL DOCUMENTS". Please note that the address label should appear as specified in "REQUEST FOR PROPOSAL (RFP) FOR CONTRACTUAL SERVICES" on the face of each container or proposer's bid response packet. Rejected late proposals will be returned to the proposer unopened, if requested, at proposer's expense. If a recipient phone number is required for delivery purposes, 334-293-4700 should be used. The request for proposal number must be included in all correspondence.

Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to requirements, completeness and clarity of content. If the proposal is presented in such a fashion that makes evaluation difficult or overly time consuming, it is likely that points will be lost in the evaluation process. Unnecessarily elaborate and lengthy proposals are neither required nor desired.

The Technical and Cost Proposals should be packaged separately (loose-leaf binders are preferred) on standard 8 ½" by 11" paper, except that charts, diagrams and the like may be on fold-outs which, when folded, fit into the 8 ½" by 11" format. Pages may be consecutively numbered for the entire proposal, or may be numbered consecutively within sections. Figures and tables must be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text. The Technical Proposal must not contain any reference to dollar amounts. However, information such as data concerning labor hours and categories, materials, subcontracts and so forth, shall be considered in the Technical Proposal so that the proposer's understanding of the scope of work may be evaluated. The Technical Proposal shall disclose the proposer's technical functionality in as much detail as possible, including, but not limited to, the information required by the Technical Proposal instructions.

Once proposals are opened they become the property of the State of Alabama and will not be returned.

A.8.4. LATE PROPOSALS

Proposals received after the time and date of the proposal due date and time will be considered late proposals. All late proposals will be considered rejected and returned to the proposer unopened, if requested, at proposer's expense. The GOWD is not responsible for proposals that are late or lost due to mail service inadequacies, traffic or any other reason(s).

A.8.5. REJECTION OF PROPOSALS

The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple proposers in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal and do not improve the proposer's competitive position. All awards will be made in a manner deemed in the best interest of the State.

A.8.6. CONFIDENTIAL INFORMATION

No documents relating to this procurement will be presented or made otherwise available to any other person, agency, or organization prior to the proposal evaluation process. Commercial or financial information obtained in response to this RFP that is privileged and confidential and is clearly marked as such will not be disclosed. All Proposers, therefore, must visibly mark as "confidential" each part of their proposal that they consider contains proprietary information.

A.9. AWARD INFORMATION

The GOWD reserves the right to select such Proposals that it deems appropriate, and is not bound to accept any proposal based on price alone, further reserving the right to reject any and all proposals if it is deemed to be in the GOWD's best interest to do so.

A.10. NEGOTIATION/DISCUSSION

The GOWD reserves the right to conduct discussions with proposers whose proposals appear eligible for funding for clarification purposes in order to assure a full understanding of the proposed activities and processes. If the negotiations do not result in a mutually acceptable submission, GOWD reserves the right to terminate the negotiation and decline to fund the proposal. Eligible proposers will be accorded fair and equal treatment with respect to any opportunity for discussions and revisions concerning their proposals.

A.11. PRICING

Each major item or benchmark payment must be priced separately. Pricing should be detailed on the pricing schedule spreadsheets provided as an attachment to this RFP. Enter the prices for the performing maintenance and support to include technical support. Each Contract year starts on the anniversary date of contract award. Maintenance and support will not be paid as a separate price component during the first Contract year; the proposer should, as appropriate, include these costs in their price(s) for the initial year.

A.12. TERMS AND CONDITIONS

By signing the "Request For Proposal" form, the proposer guarantees compliance with the provisions stated in this RFP, agrees to the terms and conditions and certifies proposer maintains a drug free work place environment.

Proposers are expected to closely read the Terms and Conditions and provide a binding signature of intent to comply with the Terms and Conditions; provided, however, a proposer may indicate any exceptions to the Terms and Conditions by (1) clearly indentifying the term or condition by subsection, (2) including an explanation for the proposer's inability to comply with such term or condition which includes a statement recommending terms and conditions the proposer would find acceptable. Rejection in whole or in part of the Terms and Conditions may be cause for rejection of a proposal.

A.12.1. GENERAL

The contract resulting from this Request for Proposal shall incorporate the following documents:

- The signed Request For Proposal form;
- The original Request for Proposal document;
- Any Request for Proposal addenda and/or amendments to include questions and answers;
- The contractor's proposal;
- Any contract amendments, in order of significance; and
- Contract award.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) the contract award, 2) contract amendments with the latest dated amendment having the highest priority, 3) Request for Proposal addenda and/or amendments with the latest dated amendment having the highest priority, 4) the original Request for Proposal, 5) the signed Request For Proposal form, 6) the contractor's proposal.

The proposer agrees that the terms and commitments resulting from this RFP 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. It is further agreed that if any provision of a contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of a contract, be enacted, then that conflicting provision in the contract shall be deemed null and void. Proposer's sole remedy for the settlement of any and all disputes arising under the terms of the agreement shall be limited to the filing of a claim with Board of Adjustment for the State of Alabama.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Alabama.

A.12.2. AWARD

All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the RFP. The GOWD reserves the right to reject any or all proposals, wholly or in part, or to award to multiple proposers in whole or in part, and at its discretion, may withdraw or amend the RFP at any time. The GOWD reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the proposer's competitive position. All awards will be made in a manner deemed in the best interest of the GOWD. The RFP does not commit the State to award a contract. If, in the opinion of the GOWD, revisions or amendments will require substantive changes in proposals, the due date may be extended.

By submitting a proposal in response to this RFP, the proposer grants to the State of Alabama the right to contact or arrange a visit in person with any or all of the proposer's clients.

Any protests must be filed by a vendor within ten (10) calendar days after the intent to award decision is posted to the Internet.

A.12.3. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION

The contractor shall comply with all applicable local, State and Federal statutes and regulations regarding civil rights laws and equal opportunity employment. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this RFP.

A.12.4. PERMITS, REGULATIONS, LAWS

The contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of the contract. The contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders and regulations.

A.12.5. OWNERSHIP OF INFORMATION AND DATA

The State of Alabama shall have the unlimited right to publish, duplicate, use and disclose all information and data developed or derived by the contractor pursuant to this contract.

The contractor must guarantee that it has the full legal right to the materials, supplies, equipment, and other rights or titles (e.g. rights to licenses transfer or assign deliverables) necessary to execute this contract. The contract price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks and copyrights that are in any way involved in the contract. It shall be the responsibility of the contractor to pay for all royalties and costs, and the State must be held harmless from any such claims.

A.12.6. INSURANCE REQUIREMENTS

The contractor shall not commence work under this contract until he or she has obtained all the insurance required hereunder and such insurance has been approved by the GOWD. The contractor shall not allow any subcontractor to commence work on his or her subcontract until all similar insurance required of the subcontractor has been obtained and approved by the State (or contractor). Approval of the insurance by the State shall not limit, relieve or decrease the liability of the contractor hereunder.

If by the terms of any insurance a mandatory deductible is required, or if the contractor elects to increase the mandatory deductible amount, the contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

A.12.6.1. WORKERS' COMPENSATION INSURANCE

The contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contactors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. This policy shall include a waiver of subrogation in favor of the State. The amounts of such insurance shall not be less than the limits stated hereinafter.

A.12.6.2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

The contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect contractor and any subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury and Contractual Liability coverage. The policy shall include the State, and others as required by the Contract Documents, as an Additional Insured. This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered excess and non-contributory. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned and Hired vehicles.

INSURANCE COVERAGE AMOUNTS REQUIRED

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY	
Coverage A	Statutory
Coverage B	
Bodily Injury by Accident	$100,000 each accident
Bodily Injury by Disease	$500,000 policy limit
Bodily Injury by Disease	$100,000 each employee

COMMERCIAL GENERAL LIABILITY	
General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
Personal/Advertising Injury	$1,000,000 any one person
Bodily Injury/Property Damage	$1,000,000 per occurrence
Fire Damage	$50,000 any one fire
Medical Payments	$5,000 any one person

COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	$1,000,000 combined single limit

UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	$1,000,000 per occurrence

DATA BREACH LIABILITY	
Loss/exposure of personal identifiable Information (PII) including credit Monitoring	$100,000 per occurrence

A.12.6.3. EVIDENCE OF COVERAGE

The contractor should furnish the State, with their proposal response, a certificate of insurance coverage complying with the above requirements, which GOWD will submit to the Alabama Department of Finance Risk Management Division. These certificates or the cover sheet shall reference the RFP, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration and amounts and types of coverage afforded. If the State is damaged by the failure of the contractor to maintain such insurance, then the contractor shall be responsible for all reasonable costs properly attributable thereto.

Notice of cancellation of any required insurance policy must be submitted to the Alabama Department of Finance Risk Management Division when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

A.12.7. COOPERATION WITH OTHER CONTRACTORS

The State may already have in place or choose to award supplemental contracts for work related to this RFP, or any portion thereof.

- The State reserves the right to award the contract jointly between two or more potential contractors, if such an arrangement is in the best interest of the State.
- The contractor shall agree to cooperate with such other contractors, and shall not commit or permit any act which may interfere with the performance of work by any other contractor.

A.12.8. INDEPENDENT CONTRACTOR

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under the contract. The contractor's employees and other persons engaged in work or services required by the contractor under the contract shall have no contractual relationship with the State of Alabama; they shall not be considered employees of the State.

All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the contractor, its officers or its agents) shall in no way be the responsibility of the State. The contractor will hold the State harmless from any and all such claims. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits from the State including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay or retirement benefits.

Independent contractor or sub-contractor is responsible for meeting all federal reporting requirements mandated by OMB as required.

A.12.9. CONTRACTOR RESPONSIBILITY

The contractor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in the Request for Proposal, the contractor's proposal, and the resulting contract. The contractor shall be the sole point of contact regarding all contractual matters.

The contractor is responsible for meeting all federal reporting requirements mandated by OMB as required by the agency. The primary contractor is also responsible for ensuring that any subcontractor complies with any OMB reporting as required.

A.12.10 CONTRACTOR PERSONNEL

The contractor warrants that all persons assigned to the project shall be employees of the contractor or specified subcontractors, and shall be fully qualified to perform the work required herein. Personnel employed by the contractor to fulfill the terms of the contract shall remain under the sole direction and control of the contractor. The contractor shall include a similar provision in any contract with any subcontractor selected to perform work on the project.

Personnel commitments made in the contractor's proposal shall not be changed without the prior written approval of the State. Replacement of key personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

The State reserves the right to require the contractor to reassign or remove from the project any contractor or subcontractor employee.

In respect to its employees, the contractor agrees to be responsible for the following:

- Any and all employment taxes and/or other payroll withholding;
- Any and all vehicles used by the contractor's employees, including all insurance required by state law;
- Damages incurred by contractor's employees within the scope of their duties under the contract;
- Maintaining workers' compensation and health insurance and submitting any reports on such insurance to the extent required by governing State law; and
- Determining the hours to be worked and the duties to be performed by the contractor's employees.

Notice of cancellation of any required insurance policy must be submitted to the State when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

A.12.11. CONFLICT OF INTEREST

By submitting a proposal, proposer certifies that there does not now exist any relationship between the proposer and any person or entity which is or gives the appearance of a conflict of interest related to this RFP or project.

The proposer certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or appearance of conflict of interest.

The proposer certifies that it will not employ any individual known by proposer to have a conflict of interest.

A.12.12. PROPOSAL PREPARATION COSTS

The State shall not incur any liability for any costs incurred by proposers in replying to this RFP, in the demonstrations, or oral presentations, or in any other activity related to bidding on this RFP.

A.12.13. ERRORS AND OMISSIONS

The proposer shall not take advantage of any errors and/or omissions in this RFP or resulting contract. The proposer must promptly notify the State of any errors and/or omissions that are discovered.

A.12.14. BEGINNING OF WORK

The proposer shall not commence any billable work until a valid contract has been fully executed by the State and the successful contractor. The contractor will be notified in writing when work may begin.

A.12.15. ASSIGNMENT BY THE STATE

The State shall have the right to assign or transfer the contract or any of its interests herein to any agency, board, commission, or political subdivision of the State of Alabama. There shall be no charge to the State for any assignment hereunder.

A.12.16. ASSIGNMENT BY THE CONTRACTOR

The contractor may not assign, voluntarily or involuntarily, the contract or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the State, which will not be unreasonably withheld.

A.12.17. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

The requirements contained in the RFP become a part of the terms and conditions of the contract resulting from this RFP. Any deviations from the RFP must be clearly defined by the proposer in its proposal and, if accepted by the GOWD, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the RFP or mandatory requirements. "Deviation", for the purposes of this RFP, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this RFP. The State discourages deviations and reserves the right to reject proposed deviations.

A.12.18. GOVERNING LAW

Any agreement resulting from this RFP shall be governed and construed in all respects by the laws and statutes of the State of Alabama. Any legal proceedings against the State of Alabama regarding this RFP or any resultant contract shall be brought in the State of Alabama administrative or judicial forums as defined by State law. The contractor must be in compliance with all Alabama statutory and regulatory law.

A.12.19. ATTORNEY'S FEES

In the event of any litigation, appeal or other legal action to enforce any provision of the contract, the contractor agrees to pay all expenses of such action, as permitted by law, including attorney's fees and costs, if the State is the prevailing party.

A.12.20. ADVERTISING

The contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its services are endorsed or preferred by the State. News releases pertaining to the project shall not be issued without prior written approval from the State.

A.12.21. STATE PROPERTY

The contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the contractor's use during the performance of the contract. The contractor shall reimburse the State for any loss or damage of such property, normal wear and tear is expected.

A.12.22. SITE RULES AND REGULATIONS

The contractor shall use its best efforts to ensure that its employees, agents and subcontractors comply with site rules and regulations while on State premises. If the contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to between the State and the contractor.

A.12.23. NOTIFICATION

During the bid process, all communication between the State and a proposer shall be between the proposer's representative clearly noted in its proposal and Don Fisher. After the award of the contract, all notices under the contract shall be deemed duly given upon delivery to the staff designated as the point of contact for this RFP, in person, or upon delivery by U.S. Mail, facsimile, or e-mail. Each proposer should provide in its proposal the name, title and complete address of its designee to receive notices.

- Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth above, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or received via delivery no later than the proposal due date and time.

- Whenever the contractor encounters any difficulty which is delaying or threatens to delay its timely performance under the contract, the contractor shall immediately give notice thereof in writing to the State reciting all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the State of any of its rights or remedies to which it is entitled by law or equity or pursuant to the provisions of the contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

For the duration of the contract, all communication between contractor and the State regarding the contract shall take place between the contractor and individuals specified by the State in writing. Communication about the contract between contractor and individuals not designated as points of contact by the State is strictly forbidden.

A.12.24. EARLY TERMINATION

Any contract entered into as a result of this RFP may be terminated as follows:

i. The State and the contractor, by mutual written agreement, may terminate the contract at any time.

ii. The State, in its sole discretion, may terminate the contract for any reason upon 30 days written notice to the contractor. Such termination shall not relieve the contractor of warranty or other service obligations incurred under the terms of the contract. In the event of cancellation the

contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.

iii. The State may terminate the contract immediately for the following reasons:
   1. If directed to do so by statute;
   2. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
   3. A trustee or receiver of the contractor or of any substantial part of the contractor's assets has been appointed by a court;
   4. Fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its contractor, its employees, officers, directors or shareholders;
   5. An involuntary proceeding has been commenced by any party against the contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) days; or (ii) the contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the contractor has been decreed or adjudged a debtor;
   6. A voluntary petition has been filed by the contractor under any of the chapters of Title 11 of the United States Code;
   7. Contractor intentionally discloses confidential information;
   8. Contractor has or announces it will discontinue support of the deliverable;
   9. Second or subsequent documented "vendor performance report" form deemed acceptable by the GOWD.

A.12.25. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

The State may terminate the contract, in whole or in part, in the event funding is either in proration or otherwise no longer available. The State's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon appropriation of funds for the contract. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal years for which such funds are not appropriated. The State will give the contractor written notice thirty (30) days prior to the effective date of any termination, and advise the contractor of the location (address and room number) of any related equipment. All obligations of the State to make payments after the termination date will cease and all interest of the State in any related equipment will terminate. The contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the contractor be paid for a loss of anticipated profit.

A.12.26. BREACH BY CONTRACTOR

The State may terminate the contract, in whole or in part, if the contractor fails to perform its obligations under the contract in a timely and proper manner. The State may, by providing a written notice of default to the contractor, allow the contractor to cure a failure or breach of contract within a period of thirty (30) days (or longer at State's discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested or in person with proof of delivery. Allowing the contractor time to cure a failure or breach of contract does not waive the State's right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the contractor, the State may contract the service from other sources and hold the contractor responsible for any excess cost occasioned thereby.

A.12.27. ASSURANCES BEFORE BREACH

If any document or deliverable required pursuant to the contract does not fulfill the requirements of the RFP/resulting contract, upon written notice from the State, the contractor shall deliver assurances in the form of additional contractor resources at no additional cost to the project in order to complete the deliverable, and to ensure that other project schedules will not be adversely affected.

A.12.28. RETAINAGE

The State will withhold twenty percent (20%) of each payment due as retainage. The entire retainage amount will be payable upon successful completion of the project. Upon completion of the project, the contractor will invoice the State for any outstanding work and for the retainage. The State may reject the final invoice by identifying the specific reasons for such rejection in writing to the contractor within 45 calendar days of receipt of the final invoice. Otherwise, the project will be deemed accepted and the State will release the final payment and retainage in accordance with the contract payment terms.

A.12.29. FORCE MAJEURE

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The State may grant relief from performance of the contract if the contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the contractor. To obtain release based on a Force Majeure Event, the contractor shall file a written request for such relief with the GOWD. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

A.12.30. PROHIBITION AGAINST ADVANCE PAYMENT

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

A.12.31. PAYMENT

State will render payment to contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the contractor as solely determined by the State. In no event shall the State be responsible or liable to pay for any services provided by the contractor prior to the Effective Date, and the contractor hereby waives any claim or cause of action for any such services.

A.12.32. INVOICES

Invoices for payments must be submitted by the contractor to the agency requesting the services with sufficient detail to support payment. Invoices should be submitted after deliverable is met to the State of Alabama. The terms and conditions included in the contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

A.12.33. AUDIT REQUIREMENTS

All contractor books, records and documents relating to work performed or monies received under the contract shall be subject to audit at any reasonable time upon the provision of reasonable notice by the State. These records shall be maintained for a period of five (5) full years from the date of final payment, or until all issues related to an audit, litigation or other action are resolved, whichever is longer. All records shall be maintained in accordance with generally accepted accounting principles.

In addition to, and in no way in limitation of any obligation in the contract, the contractor shall agree that it will be held liable for any State audit exceptions, and shall return to the State all payments made under the contract for which an exception has been taken or which has been disallowed because of such an exception. The contractor agrees to correct immediately any material weakness or condition reported to the State in the course of an audit.

A.12.34. TAXES

The State is not required to pay taxes of any kind and assumes no such liability as a result of this solicitation. Any property tax payable on the contractor's equipment which may be installed in a state-owned facility is the responsibility of the contractor. Successful proposers and their subcontractors will be subject to review for compliance concerning unemployment insurance tax payments.

A.12.35. INSPECTION AND APPROVAL

Final inspection and approval of all work required under the contract shall be performed by the designated State officials. The State and/or its authorized representatives shall have the right to enter any premises where the contractor or subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

A.12.36. CHANGES IN SCOPE/CHANGE ORDERS

The State may, at any time with written notice to the contractor, make changes within the general scope of the contract. Changes in scope shall only be conducted with the written approval of the State's designee as so defined by the State from time to time. (The State retains the right to employ the services of a third party to perform any change order(s)).

The State may, at any time work is in progress, by written order, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the State may find necessary or desirable. The contractor shall not claim forfeiture of contract by reasons of such changes by the State. Changes in work and the amount of compensation to be paid to the contractor for any extra work so ordered shall be determined in accordance with the applicable unit prices of the contractor's proposal.

Corrections of any deliverable services or performance of work required pursuant to the contract shall not be deemed a modification requiring a change order.

A.12.37. SEVERABILITY

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

A.12.38. CONFIDENTIALITY

The contractor is responsible for conducting a risk assessment of the data for personal identifiable information (PII) or protected health information (PHI) and formulating policies and procedures to protect the data in motion, in use, and at rest in production and test facilities.

All materials and information provided by the State or acquired by the contractor on behalf of the State shall be regarded as confidential information. All materials and information provided by the State or acquired by the contractor on behalf of the State shall be handled in accordance with Federal and State Law, and ethical standards. The contractor must ensure the confidentiality of such materials or information. Should said confidentiality be breached by a contractor; contractor shall notify the State immediately of said breach and take immediate corrective action.

It is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable to contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

A.12.39. PROPRIETARY INFORMATION

Data contained in the proposal and all documentation provided therein, become the property of the State of Alabama and the data becomes public information upon opening the proposal. If the proposer wishes to have any information withheld from the public, such information must fall within the definition of proprietary information contained within Alabama's public record statutes. All proprietary information the proposer wishes the State to withhold must be submitted in a sealed package, which is separate from the

remainder of the proposal. The separate package must be clearly marked PROPRIETARY on the outside of the package. Proposers may not mark their entire Request for Proposal as proprietary. Proposer's cost proposals may not be marked as proprietary information. Failure of the proposer to follow the instructions for submitting proprietary and copyrighted information may result in the information being viewed by other proposers and the public. Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished and other information which if released would give advantage to business competitors and serve no public purpose. Proposers submitting information as proprietary may be required to prove specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive. Although every effort will be made to withhold information that is properly submitted as proprietary and meets the State's definition of proprietary information, the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.

A.12.40. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING

By submission of this proposal, the proposer certifies, that he or she is the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further that the proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

A.12.41. PRICES

All prices, costs, terms and conditions outlined in the proposal shall remain fixed and valid commencing on the due date of the proposal until an award is made (and for proposer receiving award prices shall remain as bid for the duration of the contract unless otherwise so stated in the contract) or the Request for Proposal is cancelled.

Contractor represents and warrants that all prices for services, now or subsequently specified are as low as and no higher than prices which the contractor has charged or intends to charge customers other than the State for the same or similar products and services of the same or equivalent quantity and quality for delivery or performance during the same periods of time. If, during the term of the contract, the contractor shall reduce any and/or all prices charged to any customers other than the State for the same or similar products or services specified herein, the contractor shall make an equal or equivalent reduction in corresponding prices for said specified products or services.

Contractor also represents and warrants that all prices set forth in the contract and all prices in addition, which the contractor may charge under the terms of the contract, do not and will not violate any existing federal, state or municipal law or regulations concerning price discrimination and/or price fixing. Contractor agrees to hold the State harmless from any such violation. Prices quoted shall not be subject to increase throughout the contract period unless specifically allowed by these specifications.

A.12.42. BEST AND FINAL OFFER

The State will compile the final scores for all parts of each proposal. The award may be granted to the highest scoring responsive and responsible proposer. Alternatively, the highest scoring proposer or proposers may be requested to submit best and final offers. If best and final offers are requested by the State and submitted by the proposer, they will be evaluated (using the stated criteria), scored and ranked by

the Evaluation Committee. The award will then be granted to the highest scoring proposer. However, a proposer should provide its best offer in its original proposal. Proposers should not expect that the State will request a best and final offer.

A.12.43. ETHICS IN PUBLIC CONTRACTING

No proposer shall pay or offer to pay, either directly or indirectly, any fee, commission compensation, gift, gratuity, or anything of value to any State officer, legislator or employee based on the understanding that the receiving person's vote, actions or judgment will be influenced thereby. No proposer shall give any item of value to any employee of the State.

Proposers shall be prohibited from utilizing the services of lobbyists, attorneys, political activists, or consultants to secure the contract. It is the intent of this provision to assure that the prohibition of state contact during the procurement process is not subverted through the use of lobbyists, attorneys, political activists, or consultants. It is the intent of the State that the process of evaluation of proposals and award of the contract be completed without external influence. It is not the intent of this section to prohibit proposers from seeking professional advice, for example consulting legal counsel, regarding terms and conditions of this RFP or the format or content of their proposal.

If the proposer is found to be in non-compliance with this section of the RFP, they may forfeit the contract if awarded to them or be disqualified from the selection process.

A.12.44. INDEMNIFICATION

- GENERAL

The contractor agrees to defend, indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the contractor, its employees, subcontractors, consultants, representatives, and agents, except to the extent such contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

- INTELLECTUAL PROPERTY

The contractor agrees it will at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the contractor or its employees, subcontractors, consultants, representatives, and agents; provided, however, the State gives the contractor prompt notice in writing of the claim. The contractor may not settle any infringement claim that will affect the State's use of the licensed software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the contractor has indemnified the State, the contractor shall at the contractor's sole cost and expense promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the contractor, and the State may receive the remedies provided under this RFP.

- PERSONNEL

The contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel provided by the contractor.

A.12.45. STATEWIDE INFORMATION TECHNOLOGY POLICY, STANDARDS AND GUIDELINES

Contractor shall review the Alabama Information Technology Policy, Standards and Guidelines found at http://isd.alabama.gov/POLICY/policies.aspx?e=h and ensure that products and/or services provided under the contract comply with the applicable standards. In the event such standards change during the contractor's performance, the State may create an amendment to the contract to request that the contract comply with the changed standard at a cost mutually acceptable to the parties.

A.12.46. ANTITRUST

The contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

A.12.47. DISASTER RECOVERY/BACK UP PLAN

The contractor shall have a disaster recovery and back-up plan, of which a copy should be provided to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue services as specified under these specifications in the event of a disaster.

A.12.48. TIME IS OF THE ESSENCE

Time is of the essence in this contract. The acceptance of late performance with or without objection or reservation by the State shall not waive any rights of the State nor constitute a waiver of the requirement of timely performance of any obligations on the part of the contractor remaining to be performed.

A.12.49. DRUG POLICY

Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

A.12.50. EMPLOYEE WORK ELIGIBILITY STATUS

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Alabama. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

Proposer acknowledges that employees of proposer are not entitled to any benefit, compensation, or allowance provided for merit system employees of the State of Alabama.

A.12.51. DEBARRMENT AND SUSPENSION

By submitting this proposal, the prospective recipient of Federal funds is providing the certification as set out below.

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the agency may pursue available remedies, including suspension and/or debarment.

The prospective recipient of Federal funds shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective recipient of Federal funds learns that its certification was erroneous when submitted or has become erroneous by reason of charged circumstances.

The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules

implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

The prospective recipient of Federal funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the agency.

The prospective recipient of Federal funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the agency may pursue available remedies, including suspension and/or debarment.

A.12.52 NON-DISCLOSURE

Proposer acknowledges that information that comes into their possession in connection with this transaction, be it rendered in oral, paper document, or electronic form, constitutes information that is confidential to the State of Alabama. Confidential information shall be protected from disclosure in accordance with applicable Alabama law.

All electronic data captured by the proposer's product on behalf of the State of Alabama, as well as information provided to the proposer in oral or paper document form, shall be used only for the purposes directly related to the RFP. The proposer shall not disclose such data and information to any other entity. The proposer will not copy, photograph, photocopy, alter, modify, or in any other manner reproduce any electronic data or other information received through the RFP without the express prior written consent of the State of Alabama. These obligations are not intended to preclude the duplication or electronic data for disaster recovery purposes. However the same obligations that apply to primary copies of electronic data also are applicable to backup copies.

In the event the proposer discloses, disseminates, or releases any electronic data or other confidential information received from the State of Alabama or its authorized contractors, such disclosure, dissemination or release will be deemed a material breach of the Agreement, and the State of Alabama may demand prompt return of all electronic data and other information previously provided to the proposer in addition to any other legal rights under federal or state law.

A.12.53. DISPUTES

For any and all disputes arising under the terms of a contract entered into as a result of this RFP, the parties agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office of Administrative Hearings or, where appropriate, private mediators.

A.13. CERTIFICATE OF ACCEPTANCE

The proposer shall ensure that the services installed have been thoroughly tested and made ready for use. Installation will not be considered satisfactorily completed until the proposer receives notification from GOWD that the installation is accepted and the system or service is working properly.

GOWD acceptance period shall begin when the proposer has notified GOWD the Work Order is complete in accordance with the agreed upon benchmark payment schedule and all installation and provisioning work has been completed.

Upon the proposer's notification to GOWD that it has completed any component or deliverable identified in this Agreement GOWD shall begin testing the component or deliverable to determine whether these components or deliverables meet, in all material respects, the specifications or acceptance criteria set forth therein.

After GOWD has completed the agreed upon testing or upon the expiration of the testing period GOWD shall notify the proposer in writing either that: (i) the component or deliverable meets the Acceptance Criteria and that acceptance of such component or deliverable(s) has occurred ("Acceptance"); or (ii) the Acceptance Criteria have not been met.

If GOWD determines that a component or deliverable does not conform to the applicable Acceptance Criteria in all material respects, GOWD shall promptly deliver to the proposer an exception report describing the nonconformity (the "Exception Report"). The proposer shall promptly investigate the alleged nonconformity and correct it, in all material respects, within ten (10) days of receipt of the Exception Report, or if the nonconformity cannot be corrected within the ten (10) day period, the proposer shall present to GOWD, within that time frame period, a mutually agreeable plan to correct such nonconformity by a mutually agreed upon date. Upon its notice to GOWD that the proposer has cured such nonconformity, GOWD shall test the defective or replaced component or deliverable(s) in accordance with the applicable Acceptance Test Procedures and Acceptance Criteria for an additional testing period of up to thirty (30) days or such other period as the Parties mutually agree in writing.

If GOWD fails to deliver an Exception Report within fifteen (15) days after the expiration of the applicable Acceptance Testing Period, GOWD shall not have the right to withhold any payment that, under this Agreement or Work Order, is conditioned on Acceptance or Conditional Acceptance, as a result of a claim by GOWD that the component(s) or deliverable(s) does not conform with the agreed upon Acceptance or Conditional Acceptance Criteria.

If component(s) or deliverable(s) is (are) identified in this Agreement or in the written specifications developed and mutually agreed upon by the Parties therefore, as being part of a larger, integrated system being developed there under, then such Acceptance shall be understood as being "Conditional Acceptance", and such component(s) or deliverable(s) shall be subject to Final Acceptance of the completed system.

If the proposer cannot correct the identified deficiencies within the time frames outlined above GOWD shall withhold payment for the services or components of the system, if it is an integrated system. In addition, the proposer may be subject to liquidated damages as outlined in this Agreement.

A.14. PERFORMANCE GUARANTEE (PERFORMANCE BOND)

The VENDOR will furnish within ten STATE working days after notification of award, a performance security in an amount no less than the contract amount as a guarantee to provide goods or services specified in the RFP. It shall be made payable to the State of Alabama and can be a cashier's check, other type bank certified check (personal/company checks are not acceptable), banks or postal money order or surety bond issued by a company authorized to do business within the State of Alabama. Irrevocable letter of credit and certain U.S. notes and bonds may be accepted when approved by the GOWD. The State reserves the right to accept or refuse the company that issued the bond. The VENDOR will be notified within ten days of receipt of the guarantee/bond of the acceptability of the guarantee. The GOWD will be the custodian of the Performance Guarantee. The Performance Guarantee will be returned upon completion of the contract.

Part B: SOFTWARE SPECIFICATIONS

The system should be user-friendly and able to be easily navigated by job seekers, employers and staff. The software will be designed so that individuals with limited computer keyboarding skills can easily enter, using a personal user ID and password, personal information unassisted when possible and navigate easily between various service components. In addition:

- The system should use an Internet browser interface.
- The system should be able to display both web pages and data in languages other than English.
- The system should meet W3C web accessibility guidelines in accordance with the Americans with Disabilities Act (ADA) standards.
- In responding to this RFP, proposer should respond to each section in the order and format indicated by the table at the end of such section. Responses should include an indicator such as an "X" or checkmark in one and only one of the four categories of responses, i.e., Included in Existing Project, If not included, Future Release Date (state estimated date of product release); Requires Customization; and Not Available. In addition, proposer is encouraged to provide any comments, explanation, or description of the functionality that meets or exceeds the requirements of this RFP. Additional pages may be inserted to include screenshots and additional information.

B.1. FEATURES FOR JOB SEEKERS

B.1.1. JOB SEARCH

The Software will be designed so that individuals with limited computer keyboarding skills can easily search for suitable jobs in a self-service or staff-assisted environment. Those components include, but are not limited to the following:

- A basic search tool that permits the job seeker to enter minimal criteria, such as key words, and then display jobs that contain the entered phrase.
- An advanced search tool that allows more sophisticated job seekers to input multiple parameters in order to find a suitable job. These parameters may include at a minimum education level, desired occupation (O*NET), work experience, desired work hours, availability of public transportation, employer name, salary, benefits available, temporary or permanent jobs, full- or part-time jobs, and drivers license requirements.
- Available area selection for job search should include at a minimum state-defined geographical areas, the State of Alabama, as well as a desired location for the individuals.
- The individual should be able to search for jobs based on their defined skills. The level of this skills matching should be controlled by the user.
- The job seeker should be able to search for jobs based on matches to the criteria outlined in their resume, such as education and experience.
- To serve returning Alabama veterans it is required that the system allow military personnel to enter their military occupation code (MOC) and then convert that to the equivalent O*NET occupation or occupations.
- The keyword search should be intelligent and at a minimum have the option to search job titles, job descriptions, occupation titles, occupation descriptions and lay job titles.
- The job seeker must be able to define an automated search agent that will notify them periodically of jobs that meet their desired criteria. This notification should at a minimum be available via email, internal message, and cell phone text message.
- An individual should be able to map the location of one or many job orders.
- The system must provide the job seeker the ability to search both internal and spidered jobs simultaneously based on the criteria entered.
- At a minimum internal job postings should be able to display the job title, job description, education level, required work experience, desired work hours, availability of public transportation, employer name, salary, benefits available, temporary or permanent jobs, full- or part-time jobs, drivers license requirements, associated occupation (Occupational Information Network, i.e., O*NET), associated industry (North American Industry Classification System, i.e., NAICS), the dates of the order will be displayed, if the job is "Green", if the job is ARRA subsidized, testing requirements, required education, required experience, salary range, worksite location, and transportation access.
- The job seeker should be able to view a profile of the job's employer from the job order.

- The system should allow users to access current and historical data pertaining to specific local and regional geographic economy(ies), labor market(s), industry and employment trends, demand, unemployment rates, current wage rates, and certifications and licensing requirements through transparent interface with the State's Labor Market Information. This interface may be either direct or indirect via data base extraction. The State will make data contained in the State's Workforce Information Database available as necessary.
- Job seekers may enter their e-mail address, check the e-mail job matches and have employers contact them directly.
- Job seekers should be able to search for training providers for specific occupational areas, including training providers' performance
- The system will have the capability to identify those employers who require applicants to be referred through a designated third party.
- The system will provide a link that allows job seekers to file an initial unemployment insurance claim.
- Additional information for individuals to include budget planning, financial aid, eligibility requirements for various programs and services to include Veteran Services and staff-provided services
- The system will have the capability to develop the individual's employment plan and include:
  - Appointment and scheduler for individuals
  - Integrated online assessments to include skills assessment, interest assessment, and work importance assessment
  - Individual's profile of assessment results

B.1.1.	Included in Existing Product	If not included, Future Release Date	Requires Customization	Not Available
JOB SEARCH				
PROPOSER DESCRIPTION AND COMMENTS				

B.1.2. SPIDERED JOB POSTINGS

Spidered jobs are those where the job content is grabbed from a web site, reformatted, and displayed for direct participant and employer access. Software will:

- Allow direct access to spidered job postings in selected areas from available national job boards, local job boards, Fortune 1000 corporations, local government sites, national recruiters, military branches sites, major hospitals, major non-profits, major newspapers, web sites of employers with locations with over 250 employees and volunteer sites.
- Spidered jobs may be displayed separately or together with internally posted jobs in the same listing and will display using the same format.
- Any referrals to spidered jobs must be tracked and stored within the individual's account. If the State of Alabama chooses to do so, spidered job referrals should be able to be counted in all Wagner-Peyser, WIA, and ARRA reports.
- The system must indicate which spidered job postings are indicated as Green Jobs.
- Software vendor must indicate if it is proposing to provide its own proprietary job spidering solution or a third party solution. If a third party solution is proposed vendor must indicate if any advertising will be displayed with these postings.
- The vendor must indicate how often the spidered jobs are refreshed.
- Software vendor must indicate the method by which it controls the content of its job spidering. The systems must allow the State of Alabama to remove specific jobs or sources or to block specific jobs based on inappropriate key words. Vendor must outline in detail how it will permit the State to remove inappropriate jobs from the new system.
- The system must have the capability to graphically display in geographic information systems (GIS) format the location of available jobs.

B.1.2.	Included in Existing Product	If not included, Future Release Date	Requires Customization	Not Available
SPIDERED JOB POSTINGS				
PROPOSER DESCRIPTION AND COMMENTS				

B.1.3. **RESUMES**

- The system must include easy to use tools to build a structured job resume.
- The system should include an automated resume parsing function that will extract resume content from an existing resume in an electronic file format.
- The system should support multiple resumes per individual.
- The system must include templates for functional and chronological resumes.
- Job seekers may create a job objective statement and enter a summary of their qualifications.
- Job seekers must be able to enter their work history and determine whether or not to include their work history as a job objective.
- Individuals must be able to search for suitable jobs based on the parameters in their resume.
- Job seekers must be able to create a complete job resume on-line which can be viewed by employers who have approved access to job seeker resume information. Job seekers can chose disclosure levels and allow employers to search on their work history.
- All resumes can be printed on-line in a usable resume format.
- The software will generate a pre-designed cover letter which can be completed by the job seeker to accompany their resume.

B.1.3.	Included in Existing Product	If not included, Future Release Date	Requires Customization	Not Available
RESUMES				
PROPOSER DESCRIPTION AND COMMENTS				

B.1.4. CAREER EXPLORATION AND SELF-ASSESSMENTS

The system should be designed to allow individuals to research and explore suitable careers based on self service assessments and labor market information. Those components include, but are not limited to the following:

- The system will include an interface allowing job seekers integrated access to Alabama's State Labor Market and Career Information including a listing of growth occupations and highest paying jobs and a comparison of various occupational categories. This interface may be either direct or indirect via data base extraction. The State will make data contained in the State's Workforce Information Database available as necessary.
- The ability for individuals to input their skills and then find matching occupations and jobs based on their skills.
- Career exploration tools such as a personal skills inventory that can be matched to employer-designated skills needed for job openings. Skills should include the O*NET version 14 (or higher) detailed work activities.
- Self assessment O*NET tools including tools to measure work interest profiles and work importance profiles. These tools must be integrated so that the assessment results are stored in the individual's profile in the systems database. Both staff and job seekers should be able to link from these assessment scores to standard occupation types and to suitable jobs in Alabama.
- The system must integrate with the State's Career Readiness Certificate (CRC) and also record and display an individual's WorkKeys® scores. Individuals' should be able to view their WorkKeys® scores and search for occupations that match those WorkKeys® scores.

B.1.4.	Included in Existing Product	If not included, Future Release Date	Requires Customization	Not Available
CAREER EXPLORATION AND SELF-ASSESSMENTS				
PROPOSER DESCRIPTION AND COMMENTS				

B.1.5. **EMPLOYER DATA**

- The system should display the employer data contained in the Workforce Information Database (WID).
- Employers should be able to be selected via keyword, industry (NAICS), and number of employees.
- The system should be able to display the number of jobs (internal and external) currently posted by each employer in the system.
- The system should have the capability to graphically display in geographic information systems (GIS) format the location of potential employers

B.1.5.	Included in Existing Product	If not included, Future Release Date	Requires Customization	Not Available
EMPLOYER DATA				
PROPOSER DESCRIPTION AND COMMENTS				

B.1.6. **COMMUNICATION AND CORRESPONDENCE**

- The system should provide a mechanism for communication and messaging within the system. Communication should be facilitated between staff, individuals and employers.
- Staff, individuals, and employers should be able to create correspondence templates for use in creating standard messages and emails.

B.1.6.	Included in Existing Product	If not included, Future Release Date	Requires Customization	Not Available
COMMUNICATION AND CORRESPONDENCE				
PROPOSER DESCRIPTION AND COMMENTS				

B.2. FEATURES FOR EMPLOYERS

The software will be designed so that employers can easily perform self-registration, post their jobs, and search for suitable candidates in the State of Alabama. These components include, but are not limited to the following:

B.2.1. JOB ORDER CREATION AND MANAGEMENT

- The software will include an easy to use tool to build a structured job order.
- The employer will be able to set up standard skill set templates to associate skills with job orders
- The employer will be able to set up correspondence/letter templates for communications related to job orders
- Employers will be able to use one screen to see a listing of and manage all their job orders.
- Job order management functions will give the employers all their job orders including the ability to determine the amount of information a job seeker can see, activate, deactivate, reactivate, and edit and update job orders.
- Employers will have online access to see a listing of and manage all applicants to their job orders.
- The system should have the capability to graphically display in geographic information systems (GIS) format the location of available jobs

B.2.1.	Included in Existing Product	If not included, Future Release Date	Requires Customization	Not Available
JOB ORDER CREATION AND MANAGEMENT				
PROPOSER DESCRIPTION AND COMMENTS				

B.2.2. **CANDIDATE/RESUME SEARCHES**

- The system will include a basic search tool that permits the employer to enter minimal criteria, such as keywords, and then display resumes that contain the entered phrase.
- The system will include an advanced search tool that allows more sophisticated employers to input multiple parameters in order to find a suitable candidate. These parameters should include at least education level, occupation (O*NET), work experience and salary.
- The employer will be able to search for candidates based on their defined skills. The level of this skills matching should be controlled by the user.
- Available area selection for candidate search should include at a minimum Alabama counties, state-defined geographical areas, and the State of Alabama.
- Employers will have the option to receive electronically automatic job seeker resume notifications that match employer job order qualifications.
- The system should have the capability to graphically display in geographic information systems (GIS) format the location of job seekers meeting an employer's skills needs

B.2.2.	Included in Existing Product	If not included, Future Release Date	Requires Customization	Not Available
CANDIDATE/RESUME SEARCHES				
PROPOSER DESCRIPTION AND COMMENTS				

B.2.3. **EDUCATION, TRAINING, AND EMPLOYER SERVICE INFORMATION**

- The system will include the ability to view education services and training providers for specified occupational areas including performance outcomes of the training providers.
- The system will include the ability to view labor market trends including area, industry and occupation information.
- The system will include the ability to view employer services, to include available Human Resources and Equal Employment Opportunities services, government services, and description of services available through the Alabama Career Center System.

B.2.3.	Included in Existing Product	If not included, Future Release Date	Requires Customization	Not Available
EDUCATION, TRAINING, AND EMPLOYER SERVICE INFORMATION				
PROPOSER DESCRIPTION AND COMMENTS				

B.3. LABOR MARKET INFORMATION FOR INDUSTRY RECRUITERS AND ECONOMIC DEVELOPERS

The system must provide Labor Market Information (LMI) Analysis tools to allow labor market and economic professionals to analyze current and historic labor market information. These tools should provide functionality that is the equivalent of or superior to that in the State's current system. At a minimum this should include:

- A capability to display all the main data tables contained in the State's Workforce Information Database (WID).
- The system should be able to analyze and display the State's WID database by geography and time.
  - Available area selection for analysis should include at a minimum Alabama zip codes, Alabama cities, Alabama counties, Alabama MSAs, Alabama Workforce Investment Areas, Alabama Regional Workforce Areas, and the State of Alabama.
  - Selectable time periods should include months, quarters, and years.
- The system should be capable of outputting all data in the WID database to a text file, an Excel file and an Adobe Acrobat file.
- The system should, where appropriate, drill down into LMI via detailed industry (NAICS) and detailed occupation (O*NET)
- The system shall have the capability to visually and geographically display information on current labor supply and demand to include availability of current job openings by occupational title and corresponding skills of current job seekers
- The system should have the capability to graphically display in geographic information systems (GIS) format the information required by labor market analysts and economic developers

B.3.	Included in Existing Product	If not included, Future Release Date	Requires Customization	Not Available
LABOR MARKET INFORMATION				
PROPOSER DESCRIPTION AND COMMENTS				

B.4. FEATURES FOR TRAINING PROVIDERS AND OTHER SERVICE PROVIDERS

The system must show education services and training providers for specified occupational areas.

- Display all the programs and providers in the State of Alabama that are listed on the State Training Inventory.
- Training programs should be classified via the Classification of Instructional Programs (CIP) Code.
- Programs that qualify for WIA should be clearly identified.
- The performance outcomes of participants should be displayed for each training provider.
- Online functionality must be provided to provider representatives to input programs that they desire staff to review for the state's WIA eligible training providers list.
- Online instructions and/or help screens to for prospective training and service providers to register and request approval for such services.
- Individuals should be able to search for programs at a minimum by keyword, title, occupation and career cluster.
- Job seekers must be able to compare the performance of educational providers that are on the State's eligible training provider list. The system should provide at a minimum the functionality that is provided in the current Alabama eligible training provider system.

B.4.	Included in Existing Product	If not included, Future Release Date	Requires Customization	Not Available
FEATURES FOR TRAINING AND OTHER PROVIDERS				
PROPOSER DESCRIPTION AND COMMENTS				

B.5. FEATURES FOR STAFF AND PROGRAM MANAGERS

The software will include fully functional components for staff and supervisors to assist individuals and employers, and to track and manage program services and activities provided to individuals and employers to include, but not limited to:

B.5.1. INDIVIDUAL PROFILES, CASE ASSIGNMENT, AND CASE MANAGEMENT

- Individuals will have all of their information organized in user-friendly profiles or folders to include general information, employment plan, job search history, self-assessments, case management, plans, and programs.
- Case management assignment of individuals to staff members can be established by local supervisors or automatically assigned by geographic areas, occupational interests, or other criteria
- Software will capture information for participant intake in accordance with information required by the USDOL to include recording of source documentation required for individual data elements (i.e., recording verification data)
- Software will allow for the recording of the assessment scores. This includes the ability to enter multiple test results and track progress of customers who may have multiple intensive assessments.
- Software will have the capability to print pre-determined case management related letters for specific occasions. For example, referrals, cover letters and intensive services would be form letters within the application that could be printed and provided for participants.
- Software will track required follow up services after exit. Exit can be either a staff triggered exit or may be determined under the US DOL definitions as being 90 days after the last activity is completed or ends. Special exit circumstances may result in immediate exit, such as the death of a participant.
- Capability to restrict/allow viewing of case notes based on login profile
- Capability for electronic recording of case notes including date action taken
- Capability of creating referrals, both electronically and on paper, to prospective employers, State agencies, and other service agencies
- Capability to auto-generate case management actions and notifications electronically by e-mail, postcard, or letter
- Capability to electronically notify partner agencies that a referral has been generated
- Capability to electronically communicate between partner agencies when a referred individual has been served
- Capability to electronically generate reminder notices, alerts, or other similar correspondence to initiate case management activities. For example, the reminder notices or alerts would be created by staff for specific client cases to ensure follow ups are done, activities are scheduled, and exit dates are scheduled.
- Provide system generated electronic alerts regarding case management activities. For example, system generated alerts would occur for follow ups, or when activities will be ending, or if an exit is about to occur or has occurred. Alerts would include action items due today, due next week, due next month, etc.

B.5.1.	Included in Existing Product	If not included, Future Release Date	Requires Customization	Not Available
INDIVIDUAL PROFILES, CASE ASSIGNMENT, AND CASE MANAGEMENT				
PROPOSER DESCRIPTION AND COMMENTS				

B.5.2. PROGRAM MANAGEMENT

- Establishment of participants' Individual Employment Plan (IEP) and Objective Assessment results.
- Capability to customize eligibility, enrollment and federal reporting requirements for Workforce Innovation for Regional Economic Development (WIRED), High Growth and Community-Based Job Training Initiatives, National Emergency Grants, and other related programs
- Determine individuals' eligibility for various DOL programs to include Workforce Investment Act, Wagner-Peyser, and Trade Adjustment Assistance based upon information provided by the individual and the ability to display for both staff and job seekers the individuals' eligibility for programs.
- Establish participants' Wagner-Peyser, TAA, and WIA program applications, participation records, enrollments in activities, case closures, and exit information to include co-enrollments in multiple programs simultaneously.
- Ability to track assessments and assessment results as required by the USDOL
- Management of WIA follow-up requirements, WIA Younger Youth Skills Attainment Goals
- Management and tracking of progress of WIA Youth Literacy and Numeracy status including automatic conversion of approved USDOL test scale scores to Educational Functioning Levels (EFL) as established by the U.S. Department of Education's National Reporting System (NRS) for both Adult Basic Education (ABE) and English-as-a-Second Language (ESL) students.

B.5.2.	Included in Existing Product	If not included, Future Release Date	Requires Customization	Not Available
PROGRAM MANAGEMENT				
PROPOSER DESCRIPTION AND COMMENTS				

B.5.3. **STAFF MANAGEMENT – LABOR EXCHANGE**

The system will include tools and functions to help the staff member:

- Make job referrals
- Make candidate referrals
- Enter referral results
- Manage referrals pending staff review
- Manage follow-ups on job order candidates

B.5.3.	Included in Existing Product	If not included, Future Release Date	Requires Customization	Not Available
STAFF MANAGMEMENT – LABOR EXCHANGE				
PROPOSER DESCRIPTION AND COMMENTS				

B.5.4. **STAFF MANAGEMENT – CASE ASSIGNMENT**

The system will include tools and functions to help the appropriate staff members:

- Case management assignment of employers and job seekers to staff can be established by local supervisors
- Staff can establish employer accounts to include information about the employer's company and establish employer's access to appropriate system components
- Create and manage case assignment groups
- Perform staff group assignments
- Perform individual case assignments and case reassignments
- Perform temporary case reassignments
- Perform group reassignments

B.5.4.	Included in Existing Product	If not included, Future Release Date	Requires Customization	Not Available
STAFF MANAGEMENT – CASE ASSIGNMENT				
PROPOSER DESCRIPTION AND COMMENTS				

B.5.5. STAFF REPORTING FUNCTIONS

The system will allow generation of reports which calculate and/or derive output, based upon data contained in the database, and generate the appropriate case management, federal and other staff reports. It will have the capability to print reports to paper, to .pdf files, MS Excel spreadsheets, or to text files. These reports will include the ability to report by Alabama zip codes, Alabama cities, Alabama counties, Alabama MSAs, Alabama Workforce Investment Areas, Alabama Regional Workforce Areas, Legislative districts, and the State of Alabama. All Federal reports should distinguish Federal fund source including ARRA fund sources. All reports must have the ability to segregate information by fund source, including ARRA fund sources and by project identifier. The reports include but are not be limited to:

B.5.5.1. Individual and Employer Reports

- Registered individuals
- Enrolled individuals
- Services provided to individuals
- Registered employers
- Services provided to employers
- Participant inquiry reports by dates, enrollments, activities, providers, etc.
- Average daily enrollments by career center, contractor, activity, fund source etc.

B.5.5.2. Case Management Reports

- Predictive reports
- Soft exit reports
- Case load reports
- Staff referral reports

B.5.5.3. General Reports

- Tracking reports
- Survey/customer feedback reports
- Resume reports
- Job order reports
- Activity reports
- Contact reports

B.5.5.4. Federal Reports

- ETA 9090 WIA Quarterly Performance Reports
- ETA 9091 WIA Annual Performance Reports
- WIASRD Reports including maintaining DOL-required updates in accordance with DOL-established deadlines.
- ETA Quarterly Reports
- WIA Data Validation File
- ES 9002 A-E Reports
- VETS 200 DV, LV, and DV/LV Reports
- Migrants Indicators of Compliance
- Trade Adjustment Participant Report (TAPR)
- ETA 9134 High Growth and Community Job Training Initiatives Report
- Produce Federal reports and create output files for data validation and uploads to the EIMS system
- Produce valid data extract files for import into the current or updated Data Validation and Reporting System (DRVS), or any replacement system as designated by the U. S. Department of Labor, Employment and Training Administration.
- Changes to Federal reporting will be made as mandated at no additional cost to proposer as long as a contractual relationship with proposer exists.

B.5.5.5. Ad Hoc Reports

Ad-hoc is defined as the ability to produce specific information based on one time or infrequent user requests. This feature shall be readily accessible to trained key Local Area and State staff and management at both the local and state level.

- Reports that can be easily created by establishing user-defined parameters, to support additional reporting of participant eligibility, enrollment services, activities, and exits integrated with related funding tracking
- Capability to customize parameters for reports, (e.g.: specific start and end dates).
- Capability to track test results, (e.g.: participant's skill set tests).
- Capability to add additional reports as required without complex programming effort.
- Capability to modify or update existing reports as required without complex programming effort.
- Capability to create custom reports for on-going use to include the ability to assign custom reports to a menu or function key for easy access.

B.5.5.6. ARRA Reporting

Service and the Case Management functionality will include the ability to identify ARRA customer group selections related to program enrollment, and to identify outcomes sorted by ARRA customer groups. This will include:

- ARRA customer group filters will allow report outcomes to be sorted by ARRA Adult, ARRA Dislocated Worker, ARRA Youth, and Statewide ARRA Youth.
- Business rules established in data tables will automatically reflect the change in age requirements for ARRA youth up to and including the age of 24. When reports are run for WIA youth, this business rule change will already be determined.
- The case management predictive reports and caseload reports categories will allow filtering by ARRA whenever the filter for "customer group" is an option. The Enrolled Individual Reports, the Activity Reports, and the Service Provided Individual Reports will also provide filtering by ARRA customer groups.
- Software will be capable of generating accurate information to create the ETA 9148 WIA Adult and Dislocated Worker Programs, and National Emergency Grants Monthly Report, ETA 9149 Youth Served with WIA Recovery Act Resources Monthly Report and any ARRA reports subsequently required by USDOL and the Office of Management and Budget (OMB), such as the OMB 1512 report.

B.5.5.7. Additional Staff Reports

In addition to reports otherwise listed in this RFP, the system should be able to create reports such as those listed below to include, but not be limited to the types of data items shown for each report:

Project Evaluation for Youth, Adult, Dislocated Worker, Younger Youth and Older Youth grouped by the services received by participants.

- project identifiers,
- location,
- total accounts,
- participants served,
- exited,
- local area,
- credentials received,
- entered employment,
- training related, and
- average wage.

All Participants Report for participant information based on Inquiry by Project, Inquiry by SSN, Inquiry by Provider, Inquiry by local area, Active By Fund Source, Active By Provider, Active By Project, and Inquiry by Activity for a specific period.

- last 4 of SSN,
- first name,
- last name,
- plan Closure date, and
- program type

Project List by Fund for all fund codes and selected fund year

- budget name,
- start date,
- end date,
- local area, and
- number of participants by budget name.

Funding Rollup Report based upon fund year and fund codes

- allocation,
- obligation,
- percentage obligated,
- expenditures, and unexpended allocation.

In-Out School for participants' information based on local area and fund source for a specific period.

- last 4 of SSN,
- first name,
- last name,
- participation date,
- actual start date, and
- service type.

Gap in Service for participants' information by local area and office for all the participants whose gap in service is > 180 days.

- last 4 of SSN,
- first name,
- last name,
- participation date,
- actual start date, and gap type.

Soft Exit report lists all the participants' information by local area and office name for participants who are over 90 days from the last closed service.

- last 4 of SSN,
- first name,
- last name,
- participation date,
- actual start date, and
- service type.

Provider/Career Participation Services/Skill Attainment Information Report lists participants' information based on specific period, contractor, office and target group (i.e., in school, out-of-school, ALL).

- last 4 of SSN,
- first name,
- last name,
- participation date,
- office name,

- exit date,
- service description,
- service start date, and
- service end date

Provider Outcomes Performance Report

- total number of participants served during this time period,
- total number of participants planned during this time period,
- percentage of planned enrollments achieved (in %),
- total number of Younger Youth served during this time period,
- total number of Older Youth served during this time period,
- total number of exits from provider during a specific period,
- outcomes the participants received
    - credentials,
    - Youth outcomes,
    - average wage, above the wage of $6.00 per hour at exit (in %),
    - below the wage of $6.00 per hour at exit (in %),
    - skill attainment results,
    - participants raining information based on period of time,
- contractor, office and target group (i.e., in-school, out-of-school, ALL)
- fund source
- project identifier

Participants by Exiters lists participants' information based on local area, Fund Source, Project Number and Activity for a specific period.

- last 4 of SSN,
- first name,
- last name,
- plan closure date, and
- program type.

Contract Project Inquiry Report: lists participants' information based on Inquiry by Project and/or by contract.

- last 4 of SSN,
- first name,
- last name,
- budget name, and
- provider name.

Contract by Funds Report based on Fund and Provider

- contract name,
- begin date,
- end date,
- provider name,
- address, city, state, zip,
- contact name,
- contact phone,
- local area.

ITA Curriculum Totals Report lists participants' information based on pending ITAs, enrolled ITAs, Adults, Dislocated Worker for a specific period.

- last 4 of SSN,
- first name,
- last name,

- actual start date,
- completion date,
- budget name,
- activity type, and
- local area.

ITA Enrollments by Training Provider by Curriculum and Local Name: lists participants' information for a specific period.

- last 4 of SSN,
- first name,
- last name,
- budget name,
- curriculum start date,
- curriculum completion date,
- activity start date, and
- activity end date.

ITAs by Layoff Company Name lists participants' information for a specific period.

- last 4 of SSN,
- first name,
- last name,
- curriculum name,
- curriculum start date, and
- curriculum completion date

WIA Report Validation required to validate the WIASRD data before submitting the Annual Report to DOL. When the WIASRD report is sent to DOL the REJECTED errors are reported the next day.

ITA Participant by training location, Business Office Mgmt Report, or Career Center shows all ITA participants by business office for all ITAs.
current year and next year projections

- local area,
- budget status,
- budget amount,
- expended amount,
- balance,
- outstanding payments, and
- budget year,
- funding source, and/or business office.

ITA Summary by Business Office Mgmt Report can be run by entering one or all of the following parameters: payment start date, payments end date, local area, budget year, or business office per funding source grouped by short term, long term and unknown

- ITA's total budgeted,
- expended,
- balance and
- outstanding payments.

ITA Monitor Holds / IMR Report lists all ITAs in "hold" status grouped by office run by entering one or all of the following parameters: User, Hold Status, Year, SSN or other flag to display only records that have participant system data.

- entry date,
- SSN,
- Name,

- curriculum begin date and end date,
- budget number,
- hold status and reason,
- local area,
- participant system SSN indicator,
- participant system Budget number,
- name in participant system, and
- seeker ID

ITA Monitor Open Accounts Report lists "open" ITA accounts. It provides report totals including current year and next year projections. It can be run by entering one or all of the following parameters: local area, budget status, budget year start and end, business office, office, or SSN.

- SSNs,
- budget number,
- failure to report,
- amount budgeted,
- expended, balance,
- outstanding payments,
- payments start date,
- payments end date,
- budget status,
- status date,
- type,
- curriculum,
- office,
- first name and last name by business office.

ITA Invoice Report lists all invoices by Business Office/Location

- business office
- SSN
- name
- county
- amount budgeted
- expended balance
- payment balance
- budget status
- status date
- curriculum
- curriculum type

ITAs by County Report: lists total adults, youths, and dislocated workers per county in Alabama with Grand Totals at the end. It is run based on the local area and fiscal year.

ITA Active Participant report lists all active participants grouped by "hold" and then "permanent" accounts by business office.

- participant name,
- budget number,
- enrollment County,
- term,
- office,
- curriculum term,
- curriculum,
- start date,

- end date, and
- entry date.

ITA Non-active Participant Report lists all non-active participants grouped by "hold" and then "permanent" accounts by business offices.

- participants name,
- budget number,
- enrollment county,
- term,
- office,
- curriculum term,
- curriculum,
- start date,
- end date, and
- entry date.

ITA Slot Allocations Report lists the ITA Slots allocated for a fiscal year by Funding source and office.

ITA Account Detail Report lists all ITA Accounts

- start date,
- end date,
- local area,
- county, and
- business office.

Query ITA Accounts allows the user to filter the data on the report by and display any or all the following data elements. It can be displayed as a PDF document or exported to Microsoft Excel format.

- SSN,
- ITA type,
- curriculum begin date,
- curriculum end date,
- college,
- last name,
- first name,
- budget name,
- office name,
- reporting region,
- layoff company,
- curriculum,
- curriculum type,
- Failure to Report,
- Term,
- carryover, and
- county name.

Independence Through Employment (ITE) Summary Report by Counselor is grouped by counselor; Independence Through Employment (ITE) Summary Report by County is grouped by County and each reports the total by the date range specified and lists:

- number of referrals,
- initial interviews,
- assessments,
- psychological assessment,
- vocational assessments,

- mental health assessments,
- other assessments,
- plans,
- work plans,
- SSI plans,
- work/SSI plans,
- not disabled,
- eligibility determination,
- no shows,
- number employed,
- average wage,
- 6 month reviews,
- annual reviews,
- closed,
- awarded SSI,
- awarded SSDI,
- applied SSI,
- applied SSDI,
- denied SSI,
- denied SSDI,
- appealed SSI denial,
- appealed SSDI,
- denial SSI appeal and
- number of denial of SSDI appealed.

ITE ADHOC Data Report lists the SSN, last name, first name, referral date, county, DHR caseworker, ADRS Counselor and a total number of participants referred and allows the user to filter data on the report by:

- referral begin and end date,
- Alabama Department of Rehabilitation Services (ADRS) counselor,
- Department of Human Resources (DHR) caseworker,
- reviewed by ADRS counselor,
- date range,
- interview results,
- eligible for services,
- disabled,
- employed,
- plan type,
- SSI/SSDI results, and
- ITE case closed.

Quarterly TRA Report builds the TRA report from the data file received from the TRA staff of the Alabama Department of Industrial Relations. The report matches the SSNs and the quarter ending date and produces a report that lists the participants' SSN, the Quarter end date, the TRA result (Not enrolled or enrolled), WIA start date, Dislocated Worker flag, National Emergency Grant flag and any other flag as appropriate.

B.5.5.	Included in Existing Product	If not included, Future Release Date	Requires Customization	Not Available
STAFF REPORTING				
PROPOSER DESCRIPTION AND COMMENTS				

B.6. RE-EMPLOYMENT FUNCTIONS

The software will be designed to import files from the state UI interface, create a basic registration for the individual based on the UI interface record, and create electronic and/or hard copy communications to the individual for introducing them to the system and its capabilities and current job listings that may match their work history and/or skills.

B.6.	Included in Existing Product	If not included, Future Release Date	Requires Customization	Not Available
RE-EMPLOYMENT				
PROPOSER DESCRIPTION AND COMMENTS				

B.7. INFORMATION MANAGEMENT FUNCTIONS

Software will include fully functional features for analysis and display of the following management functions to include, but not limited to:

- Record and display individual's WorkKeys scores
- Individuals can search for occupations that match WorkKeys scores
- Training providers have ability to apply for Local and State Workforce Investment Board approval by entering training program information directly online
- Performance outcomes of participants displayed for each training provider
- Training provider approval and limitations on allowable costs and length of training can be controlled by Local and/or State Workforce Investment Board support staff
- DOL-required exit process and case closure after 90 days of no services
- Import individual's WorkKeys scores from the vendor selected by the Alabama Department of Postsecondary Education to manage the WorkKeys and Career Readiness Certificate process
- Have the ability to allow or accept customized data fields based on tracking/reporting needs, as well as local labor market information, and other local workforce development requirements.
- System will have adequate logical edit processes, audit logging, and adequate security measures to ensure data integrity.
- System should have the ability to convert record budget obligation among fund sources, fiscal years, and program years, including de-obligation processes.

B.7.	Included in Existing Product	If not included, Future Release Date	Requires Customization	Not Available
INFORMATION MANAGEMENT				
PROPOSER DESCRIPTION AND COMMENTS				

B.8. **SYSTEM ADMINISTRATION, SECURITY AND ACCESS**

Software will contain fully developed components that will, at a minimum, contain the following functionality:

- Internal communication for participants
- Create and manage access levels for hierarchy groups
- Allow data import and export
- Archive and restore records
- Customizable internal audit system for monitoring, recording, analyzing, and reporting database activity.
- Provide functionality to establish business rules based upon local area policies, fund source requirements and other criteria
- Ability to track WIA and Labor Exchange participant self-service activities
- Spell-check functions for text fields such as case notes, resume development, and job orders
- Allow participants to save partial enrollment applications to be completed at a later date

B.8.	Included in Existing Product	If not included, Future Release Date	Requires Customization	Not Available
SYSTEM ADMINISTRATION, SECURITY, AND ACCESS				
PROPOSER DESCRIPTION AND COMMENTS				

B.9. SYSTEM INTERFACES

The vendor must create the system interface with various agencies in order to capture and report customer information among partner agencies to include data such as:

- Demographic data
- Work history data
- Family member data
- Enrollment in programs and services
- Assessment data
- Work barriers
- Case notes
- Educational achievement
- Test results
- Job referrals
- Agency referrals
- Job orders
- Interagency contacts
- Independence Through Employment (ITE) data

Such partner agencies include, but are not limited to:

Alabama Department of Postsecondary Education Adult Education

- Adult Education program enrollment
- GED Test results

Alabama Department of Rehabilitation Services:

- Vocational Rehabilitation Client Status
- Test Information
- Assessment Results
- Seeker Work Barriers
- Office Data
- Program and service enrollments and dates
- Test information
- Independence Through Employment (ITE) data

Alabama Department of Human Resources:

- DHR client status
- Food Stamp Recipient Status and Duration of Receipt
- TANF Status and Duration of Receipt
- Assessment Results
- Seeker Work Barriers
- Office Data
- Program and service enrollments and dates
- Test information
- Independence Through Employment (ITE) data

Alabama Department of Industrial Relations (DIR):

- Unemployment Insurance (UI) New Claimants
- Updated UI Status
- UI Wage data
- New Hires system

Federal Systems:

- Wage Record Interchange System (WRIS)
- Federal Employment Data Exchange System (FEDES)

Alabama Department of Economic and Community Affairs (ADECA)

- ADECA Accounting System
- Interagency Electronic Linkage System (IELS)
- Participant Payment system (AlaWorks & Iseries)

B.9.	Included in Existing Product	If not included, Future Release Date	Requires Customization	Not Available
SYSTEM INTERFACES				
PROPOSER DESCRIPTION AND COMMENTS				

B.10. FISCAL MANAGEMENT REQUIREMENTS

The GOWD requires a fully integrated budget management system, which provides budget, obligation, and expenditure data by service provider as well as summary information by fund source linked to individual participant services and activities. It must include a complete fiscal management application that seamlessly integrates with the case management and job seeker tracking modules. Fiscal staff and service delivery staff should have access to a single integrated program. At the discretion of management and system administrators, fiscal staff should have the ability to view select case management information, while case managers may have access to participant and select vendor budget and payment information.

B.10.1. GENERAL FISCAL MANAGEMENT FEATURES

The system must be sufficient to process data from multiple grants and fund sources as well as for up to three program years and three fiscal years simultaneously. Some grants, such as the WIRED Grants and High Growth Grants may last longer. The system must have the ability to add new fund sources as required. Detailed reports for subrecipient budgets as well as cumulative expenditures, and balances by line item are a requirement of the system. The system must be able to process accrued expenditures and include those in reports as well as expenditures plus estimated expenditures and program income. The system must be accessible by the State Office as well as the local workforce investment areas and manage data separately for each of these entities. Each entity must have access limited to its own data. The system must be capable of processing payments for all WIA programs including NEG (National Emergency Grants) grants, and TAA (Trade Adjustment Act) activities. The system must include adequate internal controls to make sure the fiscal system complies with GAAP (Generally Accepted Accounting Principles) requirements for sound fiscal management. The system will fully support accrual accounting methods, ensuring the accurate reporting of programmatic obligations and outlays.

The system must provide the following fiscal management functions: generating participant budgets and payments; generating vendor budgets and payments; creating vouchers for expenditure management; managing administrative budgets and payments; generating obligation and expenditure reports down at least to the office level; and numerous other fiscal management reports at the office, LWIB (Local Workforce Investment Board) and state level. The system must produce standard output files that can be imported into any one of several software programs. Reports should be available by Alabama zip codes, Alabama cities, Alabama counties, Alabama MSAs, Alabama Workforce Investment Areas, Alabama Regional Workforce Areas, Legislative districts, and the State of Alabama.

B.10.1.	Included in Existing Product	If not included, Future Release Date	Requires Customization	Not Available
GENERAL FISCAL MANAGEMENT				
PROPOSER DESCRIPTION AND COMMENTS				

B.10.2. ACTIVITIES AND SERVICES FUND ACCOUNTABILITY FUNCTIONS

Software will include integrated tracking functions for fund source obligations and expenditures based upon established business rules to include, but not limited to the following:

- The system must have a Fund Distribution Function for multi-funded projects to distribute funds to appropriate funding sources
- Staff can establish and manage funding limits for individual participants
- Funding obligations and expenditures can be tracked by individuals, fund source, activity, office, local area, and statewide
- Overall funding availability and obligation by fund source can be established
- Create payment vouchers for service vendors
- Create service provider contracts
- Manage participant activity budgets to include Individual Training Account (ITA) budgets.
- Create output files for payments to participants for work experience wages, needs related payments, and supportive services through ADECA's and State Comptroller's systems
- Link Participant budgets to vendors including ITA budgets for processing vendor payments.
- Track payments to training and service providers including ITA training providers by subcategories such as tuition, fees, books, and supplies.
- Create detailed expenditure records for participant activities.
- Generate standard delimited files for import into ADECA's and/or State Comptroller's payment systems.
- Create required State and Federal reporting for participant wages such as for the Social Security Administration and the Internal Revenue Service
- The proposed financial management system must have the capability to include such general financial tracking as part of the overall integrated financial tracking.

B.10.2.	Included in Existing Product	If not included, Future Release Date	Requires Customization	Not Available
ACTIVITIES AND SERVICES FUND ACCOUNTABILITY				
PROPOSER DESCRIPTION AND COMMENTS				

B.10.3. BASIC FISCAL REPORTS

All reports must be designed to segregate ARRA funding from other funding sources.

Program Year Fund Source Balance Report shows reported expenditures by service provider through specified

- ending date,
- date data was entered into the system,
- budget,
- expenditures,
- accruals,
- Estimated Expenditures,
- Program Income,
- Total (expenditures, accruals, less program income), and
- Balance.

Combined Equipment Inventory Listing provides a listing of equipment inventory purchased with grant funds by subrecipient. It includes

- Contract Identifier,
- Project Identifier,
- Name of Contractor (subrecipient),
- Item Description,
- Item Location,
- Total Cost for each item, and
- Total cost for the subrecipient.

Individual Projects by Line Item Report includes budget, cumulative expenditures, and balance by each subrecipient. It provides budget, expenditure, and balance data for Supportive Services to Participants for each project.

- Contract/Project Identifier,
- Contractor Name,
- Contact Person,
- Contract Period,
- Invoice Period,
- Service Name,
- Local Area,
- Activity Period,
- Obligation Year,
- Allocation Year,
- accrual estimates by administration, program costs, and Rapid Response cost categories;
- Estimated Expenditures,
- Program Income Earned, and
- Program Income Expended.

Accruals by Fund Source Listing provides accrued expenditures by contract identifier, budget identifier, and provider. It includes estimated administrative accruals and estimated program accruals and total accruals. It may also provide Rapid Response Accruals.

Contract/Budget Balance Inquiry summarizes budget, expenditure, and budget balance data by cost category and includes

- contact identifier,
- provider,
- contact name, street address, telephone number, city, state, Zip Code;
- contract period, and
- reporting period.

OJT (On-The-Job) Contract Log-in Listing. Data are provided on this listing are

- Local area,
- Obligation Year,
- Contract Identifier,
- Provider,
- Budget Period,
- Fund Source,
- Invoice Number,
- Date Received,
- Quarters,
- Copies,
- Begin,
- End, and
- Records Processed

Contract Log-in Listing is used to enter data relative to the receipt of invoices (expenditures reports from subrecipients) over a three-month timeframe. It includes

- Fund Source,
- Obligation year
- Contract Identifier,
- Provider Name,
- Invoice Number and
- Date Received.

Contract Logout Listing includes

- Obligation Year,
- Fund Source,
- Contract Identifier,
- Provider,
- Invoice Number,
- Invoice Amount, and
- Date.

Budget Estimated Expenditures Listing provides data by local area and includes

- Obligation Year,
- Fund Source,
- Contract Identifier,
- Budget Identifier,
- Provider,
- Reporting Through Last Period,
- Estimated Expenditures, and
- Total Fund Source.

Fund Source Balance Report provides expenditure data through a certain end date. It includes
Name of the Activity (Contract) Agreement Number,

- Contractor Name,
- Invoice Ending Date,
- Post Date,
- Budget,
- Expenditures,
- Accruals,
- Estimated Expenditures,
- Program Income,

- Total, and
- Balance.

Expenditures by Activity/Fund – Monthly, Year-to-Date, and Cumulative

- Data for the Obligation Year,
- Timeframe of the Report,
- Contact Number,
- Budget Number,
- Provider Location/Service,
- Invoice Number,
- Expenditures by cost category and
- Total.

Regular Expended Amount by Activity includes

- Program Year,
- Contract and Project Identifiers,
- Contractor Name, and
- Costs by activity,
- Budget period and invoice period; and
- Expended by cost category.

List of Contracts/Budgets - by local area

- Obligation Year,
- Contract Identifier,
- Budgets under the Contract,
- Provider,
- Service,
- Location,
- Budgeted Amounts by Cost Category, and
- Total.

Obligated Budgets by Activity and Budgets by Local Area

- Obligation Year,
- Contract Identifier,
- Budget Identifier,
- Provider Location/Service,
- Obligations by cost category, and
- Total.

OJT/IWT Contracts/Budgets is a listing of each

- Contact,
- Obligation Year,
- Activity by Name,
- Budget Identifier,
- Provider Name,
- Reporting through Last Period,
- Amount Budgeted,
- Amount Expended,
- Remaining Balance, and
- Total Fund Source.

OJT/IWT Contracts by Staff Person includes

- local area identifier,

- Name of the Staff Person,
- Contract Identifiers,
- Contractor Names,
- Location,
- Budgets, and
- Total Budget.

OJT/IWT Contracts by Enrolling Agencies includes

- Local area,
- Program Year,
- Agency,
- Contract Identifiers,
- Contractor Names,
- Contact Persons,
- Budgets,
- Expended, and
- Balance plus Totals.

OJT Verify 45-Day Contracts includes

- Local area,
- Program Year,
- Contract Identifier,
- Contractor Name,
- Staff Person,
- Staff Person Telephone Number,
- Start Date, and
- 45-Day Cut-Off.

Program Income by Activity/Fund – Monthly and Year-to-Date

- Local area,
- Obligation Year,
- Begin and End Dates,
- Month (of the report),
- Contract Identifier,
- Budget Identifier Invoice/Amendment,
- Provider Location/Service,
- Cost Categories relative to the program income earned and
- Totals.

Regular Lapsed Funds

- Local area,
- Program Year,
- Beginning and Ending Dates,
- Project Identifier,
- Contract Information,
- Location of Project,
- Class Period,
- Budget Period,
- Cost Categories,
- Budgeted Amount,
- Projected Amount,
- Expended Amount and
- Lapsed Funds by contract and

- Totals.

Allocations vs. Obligations/Expenditures Reported Through (run date of report) - report is by Adult, Youth, and Dislocated Worker funding streams.

- funding stream,
- Allocation Year and amount,
- Obligations,
- Balance Available,
- Percentage Obligated,
- Expenditures,
- Unexpended Allocation,
- Percentage – All, and Totals by Funds, and
- Grand Totals for all categories.

Fund Source Status Report - Totals by Funding Stream for Budget, Expenditures, Estimated Expenditures, Accruals, Program Income, and Balance for the funding stream and type of agreement are provided. Grand Totals are provided at the end for the entire report.

- Local Area,
- Beginning Year and Ending Year,
- Fund (All),
- Funding Stream (Adult, Youth Dislocated Workers, etc.),
- type of agreement (OJT, Regular, etc.),
- Agreement Identifier,
- Contractor Name,
- Invoice Ending Date,
- Budget Ending Date,
- Budget
  - Expenditures,
  - Accruals,
  - Estimated Expenditures,
  - Program Income,
  - Total and
  - Balance.

Budget Obligation Summary - by local area for each allocation year. It provides the obligations for each provider by cost category for Combined Fund Sources (multi-fund sources used for one provider). A total is provided at the end of each category.

Regular Combined Funds Sources - can be run by local area, allowing all local areas to use the same system, but to only access their own data. This report provides data for funds from each program year, fiscal year, etc. that may be included in one contract agreement with a provider. The report should provide Grand Totals for all by cost categories. This also contains summary data for each Contractor by Project Identifier. The summary data is Budgeted Amount, Expended Amount, and Balance. Grand Totals are also provided for these categories. It further provides information by Adult (PY and FY separately) Transferred Funds, Governor's Set-aside (PY and FY separately), Local Administrative Funds, Out of School Youth, and Grand Totals for these categories. It then provides summary data for these categories. It includes

- Project Identifier,
- Name and Address of the provider,
- Class Title,
- Location,
- Class Period,
- Federal ID Number,
- Budget Period,

- Budgeted Amount,
- Percentage of Total Budgeted Amount,
- Expended Amount,
- Percentage of Total Budget Expended,
- Balance and Percentage of Planned Budget Remaining.

Project Listing by Fund provides a listing of all projects for each funding stream and the number of participants that are linked to each project.

Individual Training Account Reports may be processed by Training Provider with totals for each provider, by Career Center, etc.

- Last four digits of the SSN,
- Budget Identifier,
- Failed to Report (if applicable),
- Budget Amount (for each participant),
- Expended Amount,
- Balance,
- Outstanding payments,
- Original Entry Date,
- Payment Date,
- Payment End Date,
- Budget Status,
- Curriculum,
- Last Name and First Name (of each participant).

B.10.3.	Included in Existing Product	If not included, Future Release Date	Requires Customization	Not Available
BASIC FISCAL REPORTS				
PROPOSER DESCRIPTION AND COMMENTS				

B.11. STATE LEGACY DATA CONVERSIONS

The winning proposer will be responsible for conversion of WIA, Wagner Peyser, and TAA legacy data such as Individual Data, Applications, Activities, Youth Goals, Exits, Follow-ups, Literacy and Numeracy tracking from legacy data platforms including Oracle Server data files to SQL format. The winning proposer will be responsible for conversion of legacy data such as job orders, case notes, employer registration, service records, individual data, applications, activities, youth goals, exits, follow-ups, and Literacy and Numeracy tracking from legacy data files to winning proposer's host database format. State of Alabama will provide data dictionary for legacy data. The conversion process includes creation of conversion specification, conversion code, trial conversions and live conversion.

System	Description	Technical Architecture
AlaWorks	Tracking and Reporting System to capture participant data for Workforce Information Act (WIA), WIA Participant Payments System, an Interagency Electronic Linkage System (IELS) including receiving data from the Alabama Department of Rehabilitation Services (ADRS), the Alabama Department of Human Resources (DHR), the Alabama Department of Industrial Relations (DIR), WIA ITA Account Tracking System, and Financial Tracking System for both State and Local Area grants.	Oracle Developer Suite 10g/Oracle Application Server 10g, with an Oracle Enterprise Edition 10g database platform
JobLink	JobLink is a 24x7 public website for labor exchange activities between jobseekers and employers and is hosted and managed by DIR.	SQL Server 2000 Service Pack 4.
Eligible Training Provider List (ETPL)	Internet based system for maintaining information on training providers for WIA participants which is hosted by DIR and managed by ADECA.	SQL Server 2005 for data.
WID	Workforce Information Database USDOL, ETA, BLS data by local and regional areas regarding workforce, economic trends, employer industry, labor supply, US census, employment and wages, occupation, local economic development, labor force, etc.	SQL Server 2005 for data.

B.11.	Included in Existing Product	If not included, Future Release Date	Requires Customization	Not Available
STATE LEGACY DATA CONVERSIONS				
PROPOSER DESCRIPTION AND COMMENTS				

B.12. PROJECT MANAGER

During the life of the new contract resulting from this RFP, the proposer must designate a Project Manager responsible for ensuring the conversion and continued operation of all incumbent vendor services in conjunction with other key proposer staff members. The Project Manager will work closely with GOWD, ADECA, DIR, and other partner agencies. Ben Barnes, an employee of ADECA who is assigned to GOWD will serve as the Technology lead as it relates to coordinating and providing conversion data, ensuring functional requirements are met, coordinating and implementing software development and modifications/enhancements, system implementation, and technical training. The GOWD will coordinate with staff of ADECA, DIR, and any partner agency, as required.

Project manager should be highly skilled in information technology and telecommunications and have sufficient project management experience on complex software development project. The Project Manager's work experience should include systems analysis, development, maintenance, enhancement, and implementation. The Project Manager should also have had significant responsibility for a project similar in size, functionality, and scope of that defined within this RFP. During the conversion process, the Project Manager will function as the proposer's authorized representative for all management and administrative matters, and make binding decisions for the proposer pursuant to this Agreement.

B.12.	Included in Existing Product	If not included, Future Release Date	Requires Customization	Not Available
PROJECT MANAGER				
PROPOSER DESCRIPTION AND COMMENTS				

B.13. TECHNOLOGY REQUIREMENTS

The winning proposer must be capable of providing full web based hosting of all applications. The proposer shall host development, test, and quality assurance environments during and through the project life cycle. This will include system application modification testing as well as conversion data testing. Hosting options beyond the project life cycle will be determined by the State based upon successful contract negotiations and the State's determination of the most advantageous hosting arrangements. Proper execution using the latest version of Microsoft SQL Server 2008 or better must be assured. The application development language should be C# or Visual Basic. Bandwidth must be provided to support timely response to all users. Failover optimization must be provided to ensure 24x7x365 operations including execution of daily backups and maintenance of secondary processing facilities.

Database format must be built on Microsoft SQL Server and the State must be assured access to enable the use of third party query tools. Web content management tools must be provided by the proposer to enable the State to create articles, customize web pages, change images and add, edit, and delete content

- The system may be initially hosted by the proposer or the State of Alabama at the discretion of the State. Proposer should submit pricing structure for both proposer hosting and self-hosting subsequent to system implementation along with a description of services, features, and advantages of both methods. In the event the proposer initially hosts the system and the State subsequently chooses to self-host, the proposer shall provide full cooperation in setup of servers and transfer of data. In addition, the vendor will extend perpetual licensing for the current version of all software used to host the application.
- Vendor will describe the level of maintenance support provided subsequent to system implementation and the annual costs of such maintenance subsequent to system implementation.
- The system will have the ability to archive static data base(s) for audit purposes in accordance with State requirements.
- The system must be web based using a multi-tiered architecture.
- The system should use Microsoft SQL server as the database.
- The system should use the Microsoft .NET framework version 2.0 or higher, preferably version 3.5 with AJAX
- The system should provide the capability to post static pages such as Portable Document Format (PDF) and Word documents for communication purposes to staff and clients.
- The system must support the latest current and last version of multiple browsers such as AOL, Netscape, Microsoft Internet Explorer, Mozilla, and FireFox Internet browsers.
- Technologies must conform to all standards for State IT deployments as specified by the Information Services Division of the Alabama Department of Finance.

B.13.	Included in Existing Product	If not included, Future Release Date	Requires Customization	Not Available
TECHNOLOGY REQUIREMENTS				
PROPOSER DESCRIPTION AND COMMENTS				

B.14. TRAINING

Proposer will provide training to ensure the State trainers and designated One-Stop partner trainers are self-sufficient in handling all aspects of the application associated with their end-user security level. All costs associated with providing the training shall be the responsibility of the contractor (i.e. materials, travel for contractor staff, etc.). Proposer shall provide

- At a minimum, five (5) train-the-trainer sessions for training staff. Approximately 12 staff per session will attend. Training usually takes place in Montgomery, Alabama, however, exact training addresses will be determined in consultation with the Contractor.
- Three (3) initial local administrator training sessions with two (2) refresher sessions.
- Two statewide system administrator training sessions.
- The curriculum that will be used by the State's trainers to conduct end user training for both standard training sessions, as well as administration training sessions.
- Copies of all training curriculum and materials that can then be used for additional system training that may be conducted by the State. The training materials become the property of the State and may be duplicated or updated as needed.
- Training manuals and/or user guides in both printed and electronic formats no later than thirty (30) days before system implementation. This includes a System overview, key concepts, terminology, work processes, instructional activities, navigation paths, key fields and data to be completed for each function.
- Online tutorials for refresher training for the end users.
- Updated training materials and user guides for any software version upgrades.
- Technical assistance for training post implementation as requested by the State
- Training for staff must include training for IT staff on database design and administration.

B.14.	Included in Existing Product	If not included, Future Release Date	Requires Customization	Not Available
TRAINING				
PROPOSER DESCRIPTION AND COMMENTS				

B.15. ADDITIONAL REQUIREMENTS

In addition, the following requirements must be met:

- The ability for state system administrators, to:
  - Create and update local Career Center specific pages and link to those pages from a Career Center directory.
  - Create and update state specific pages, such as Alabama Industrial Development Training, Job Fairs and for special employers.
  - Add new partners, including services and tracking, such as Alabama Department of Human Resources, Alabama Department of Vocational Education, Food Stamp Job Search, Alabama Reemployment Initiative (AREI), U.S Department of Veterans' Affairs Vocational Rehabilitation and Employment (USVA VR&E), Community Based Organizations and others as needed.
  - Have database access for reporting programs such as Crystal Reports.
  - Have database access for data insert, update and delete.
  - Create processes, including stored procedures and data transformation packages as needed, to include import of UC data and creation of resumes from this data.
  - Schedule database jobs as needed.
  - Modify pages to change display text and business rules and processes.
- Software must be designed for future expansion including scan card functionality
- Vendor will provide data dictionaries, schemas, for staff to use for writing SQL or creating reports using various reporting tools.
- Software vendor will outline the significant tasks required in order to implement the proposed system. This section should also contain a timeline indicating the amount of calendar time such a deployment typically requires. Maximum expected time frame within which the implementation and training must occur should not exceed twelve calendar months.
- Software vendor will describe the documentation to be provided. Such documentation shouldbe thorough, current, and include, but not be limited to, system flowchart, code documentation, project development and user training documentation.
- Software vendor will provide current copies of all code, DLL's, and scripts.
- Software vendor will describe the level of support to be included. Such support should include, but not be limited to, the ability to request custom modifications, online service request submission and tracking, provision for secure data transfer for interface to existing systems, and 24x7 problem resolution support including the level of support necessary to resolve WIASRD reporting errors.
- Software vendor will propose a payment schedule based upon benchmarks identified in the implementation plan.
- Database format for all application modules must be Microsoft SQL Server 2008 (or higher) compliant.
- Software vendor will submit along with their proposal a list of current and previous customers that are states that are familiar with proposer's software functionality. Proposers should notify those customers that they may be contacted during the course of the proposal evaluation.
- All employees of the proposer who are required to communicate with the State must communicate effectively orally and in writing in English to assure integrity of information exchange.
- The proposer shall maintain complete and accurate records and books of account with respect to this Agreement utilizing generally accepted accounting principles ("GAAP") that are consistently applied and comply with all applicable local, state, and federal laws or regulations. Such records and books, and the accounting controls related thereto, shall be considered proposer Confidential Information and shall be sufficient to provide reasonable assurance that:
  - All transactions are recorded so as to permit the preparation of the proposer's financial statements in accordance with GAAP and for maintaining accountability of its assets;
  - The recorded accountability of its assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences; and
- GOWD reserves the right to audit the proposer's business records pertaining to GOWD's account.

B.15.	Included in Existing Product	If not included, Future Release Date	Requires Customization	Not Available
ADDITIONAL REQUIREMENTS				
PROPOSER DESCRIPTION AND COMMENTS				

B.16. SYSTEM IMPLEMENTATION PLAN

The proposer should submit a detailed System Implementation Plan. Because the exact date of award is dependent upon successful contract negotiations and start date, specific calendar dates should not be provided. The System Implementation Plan should provide the number of days from start to end for each entry. Each entry should be benchmarked to start a specific number of days from Contract award (day one). The document should be of sufficient detail to demonstrate an understanding of the project and tasks needed for successful completion. The System Implementation Plan should include at least the following:

a. Project Management Plan
b. System Implementation Schedule, to include application design sessions with staff (Critical Path) (bi-weekly updates required)
c. Data Security Plan
d. Master Test Plan
e. Data Migration Plan
f. Change Management Procedure
g. Training/Education Plan (Train the Trainer and Training Local Area Staff)
h. System Cut-over Plan
i. Ongoing Maintenance and Technical Support Plan

The maximum System Implementation shall be no longer than two hundred eighty (280) days from Contract award to deployment of the system. Start with day one as being the Contract award date and for each task and activity; include deliverables, interdependencies, resource assignments, effort estimates and major project milestones.

Part C: PROPOSAL EVALUATION

All responses to this RFP which fulfill all mandatory requirements will be evaluated. Each category will have a maximum possible point potential. The State will conduct a fair, impartial and comprehensive evaluation of all proposals in accordance with the criteria set forth below. Areas that will be addressed and scored during the evaluation include:

- Executive Summary; a written narrative that
  - presents a high-level overview of the proposer's overall approach to meeting the State's requirements for this RFP and subsequent Contract
  - provides sufficient information to demonstrate that the proposer understands the nature of the Workforce Development System in Alabama, and the State's requirements for the system, and
  - includes how the proposer will manage the project.
- Corporate Overview shall include but is not limited to;
  - the ability, capacity and skill of the proposer to deliver and implement the system or project that meets the requirements of the RFP;
  - the character, integrity, reputation, judgment, experience and efficiency of the proposer;
  - at least three (3) entities having a previous business relationship with the proposer for the purpose of obtaining references relative to past performance and verifying experience or other information submitted with the proposal. By submitting a proposal, the proposer is agreeing to give permission to the entity to provide information and the proposer will take whatever action is necessary to facilitate, encourage or authorize the release of information. If necessary, the proposer shall sign a release to obtain information;
  - whether the proposer can perform the contract within the specified time frame;
  - the quality of proposer performance on prior contracts;
  - such other information that may be secured and that has a bearing on the decision to award the contract;
- Technical Functionality shall include but is not limited to;
  - a detailed response of the proposer's overall approach to meeting the State's requirements for each Section of Part B Software Specifications in the order an format specified in this RFP;
  - In responding to this RFP, proposer should respond to each section in the order and format indicated by the table at the end of such section. Responses should include an indicator such as an "X" or checkmark in one and only one of the four categories of responses, i.e., Included in Existing Project, If not included, Future Release Date (state estimated date of product release); Requires Customization; and Not Available. In addition, proposer is encouraged to provide detailed comments, explanation, or description of the functionality that meets or exceeds the requirements of this RFP. Additional pages may be inserted to include screenshots and additional information,

  and
- Cost Proposal.

  Using the "Software Solution Proposed Pricing Schedule" format, proposer should provide their proposed pricing for both the implementation period and subsequent funding periods. Proposers may submit multiple pricing schedules for various pricing offers, i.e., vendor hosting vs. State hosting, etc. GOWD reserves the right to accept or reject any or all pricing proposals and all pricing proposals are subject to negotiation and the provisions set forth in Part A.12.42. Best and Final Offer.

Evaluation criteria will become public information at the time of the RFP review. Evaluation criteria and a list of respondents will be posted to the Internet at www.dir.alabama.gov, www.owd.alabama.gov, and www.adeca.alabama.gov. Evaluation criteria will not be released prior to the proposal review.

C.1. EVALUATION COMMITTEE

Proposals will be independently evaluated by members of the Evaluation Committee(s). The committee(s) will consist of staff with the appropriate expertise to conduct such proposal evaluations. Names of the members of the Evaluation Committee(s) will not become public information.

Prior to award, proposers are advised that only the point of contact indicated on the front cover of the Request For Proposal Form can clarify issues or render any opinion regarding this RFP. No individual member of the State, employee of the State or member of the Evaluation Committee(s) is empowered to make binding statements regarding this Request for Proposal.

C.2. REFERENCE CHECKS

The State reserves the right to check any reference(s), regardless of the source of the reference information, including but not limited to, those that are identified by the company in the proposal, those indicated through the explicitly specified contacts, those that are identified during the review of the proposal, or those that result from communication with other entities involved with similar projects.

The proposer agrees that by submitting a proposal, the State or its designated agent may contact any entities listed in the proposal or any entities known to have a previous business relationship with the proposer for the purpose of obtaining references relative to past performance and verifying experience or other information submitted with the proposal. In addition, by submitting a proposal, the proposer is agreeing to give permission to the entity to provide information and the proposer will take whatever action is necessary to facilitate, encourage or authorize the release of information; if necessary, the proposer shall sign a release to obtain information.

Information to be requested and evaluated from references may include, but is not limited to, some or all of the following: project description and background, job performed, functional and technical abilities, communication skills and timeliness, cost and schedule estimates and accuracy, problems (poor quality deliverables, contract disputes, work stoppages, et cetera), overall performance, and whether or not the reference would rehire the firm or individual. Only top scoring proposers may receive reference checks and negative references may eliminate proposers from consideration for award.

C.3. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS

The Evaluation Committee(s) may conclude after the completion of the Technical and Cost Proposal evaluation that oral interviews/presentations and/or demonstrations are required in order to determine the successful proposer. All proposers may not have an opportunity to interview/present and/or give demonstrations. If, after evaluating the Executive Summary, the Corporate Overview, the Technical Functionality, and the Cost Proposal; there is a difference between the 1st and 2nd; or 1st, 2nd, and 3rd place proposers of 200 or fewer points, the GOWD reserves the right to invite up to the top three scoring proposers to present/give oral interviews at its sole discretion. The scores from the oral interviews/presentations and/or demonstrations will be added to the overall scores from the Executive, corporate, Technical and Cost Proposals. The presentation process will allow the proposers to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Proposers' key personnel may be requested to participate in a structured interview to determine their understanding of the requirements of this proposal, their authority and reporting relationships within their firm, and their management style and philosophy. Proposers shall not be allowed to alter or amend their proposals. Only representatives of the State and the presenting proposers will be permitted to attend the oral interviews/presentations and/or demonstrations.

Once the oral interviews/presentations and/or demonstrations have been completed the GOWD reserves the right to make a contract award without any further discussion with the proposers regarding the proposals received.

Detailed notes of oral interviews/presentations and/or demonstrations may be recorded and supplemental information (such as briefing charts, et cetera) may be accepted; however, such supplemental information shall not be considered an amendment to the proposal. Additional written information gathered in this manner shall not constitute replacement of proposal contents.

Any cost incidental to the oral interviews/presentations and/or demonstrations shall be borne entirely by the proposer and will not be compensated by the State.

C.4. EVALUATION SCORING

C.4.1. MANDATORY REQUIREMENTS

The proposals will first be examined to determine if all mandatory requirements listed below have been addressed to warrant further evaluation. Proposals not meeting mandatory requirements will be excluded from further evaluation. The mandatory requirement items are as follows:

- The signed Request for Proposal for Contractual Services form;
- Executive Summary;
- Corporate Overview;
- Technical Functionality;
- Cost Proposal; and
- Attachments B, C, and D

C.4.2 POSSIBLE POINTS

All responses to this RFP, which fulfill all mandatory requirements, will be evaluated. Each category will have a maximum possible point potential. Areas that will be addressed and scored during the evaluation include:

	Possible Points
Executive Summary	5
Corporate Overview	95
Technical Functionality	600
Cost Proposal	300
TOTAL POSSIBLE POINTS	**1000**
Oral Presentations	200
TOTAL POSSIBLE POINTS (including Oral Presentations)	**1200**

C.4.3. COST PROPOSAL POINTS

Cost points should be calculated as follows:

Establish lowest cost submitted – lowest cost submitted receives the maximum points.

To assign points to all others, the following formula should be followed:

Lowest Cost Submitted ÷ Cost Submitted x Maximum Possible Cost Points = Cost Points to Award (see samples below)

	Formula	Sample	Sample	Sample
	Lowest Cost Submitted	$100,000	$100,000	$100,000
÷	Cost Submitted	$100,000	$200,000	$150,000
x	Maximum Possible Cost Points	300	300	300
=	Points To Award	300	150	200

ATTACHMENTS

Attachment A	Software Solution Proposed Pricing Schedule
Attachment B	Contractor Qualifications and Proposing Agency Qualifications
Attachment C	Immigration Status Affidavit
Attachment D	State of Alabama Disclosure Statement

SOFTWARE SOLUTION PROPOSED PRICING SCHEDULE
Subject to Negotiation

System Host (Check One)			System Solution Unit(s)		
		State of Alabama			Software License
		Vendor			Software Subscription
					Other Software Solution
				Explain Other:	

System Implementation *To be completed no later than September 30, 2011*							Subsequent Year Maintenance/Support Cost *Explain as Necessary*	
Benchmark 1	Benchmark 2	Benchmark 3	Benchmark 4	Benchmark 5	Additional Benchmarks as necessary *Describe below*	Total Implementation Pricing Year 1	Year 2	Year 3
						$		

Description of Benchmarks	
1	
2	
3	
4	
5	

If proposal is for State of Alabama to host system, description of hardware and software required for State of Alabama to host system

Governor's Office of Workforce Development
RFP for the purchase of a software license for a consolidated intake, management, and reporting system for Workforce Development, Employment Service, Labor Market Information, and related program interfaces.

Contractor Qualifications

Administrative Organization	
	☐ **Non-Profit Organization** ☐ **Government Organization**
	☐ **For-Profit Business** ☐ **Other**
Other: Please Specify	
Contact Person	
Phone Number	
Address	
Mailing Address (if different)	
Email Address	
Fax Number	

I hereby declare that the information provided in the RFP response is accurate, valid and a full disclosure of requested information. I am fully authorized to represent the organization listed above, to act on behalf of it and to legally bind it in all matters related to the RFP.

Printed Name:	Title:
Signature:	Date:

- Copy must be submitted with Proposal:
  - Copy of the documentation for proving legal entity (proof of Incorporation, 501(c)(3), etc.) if other than a state institution.

- Copy may be requested prior to a Contract Award:
  - Copy of written Conflict of Interest Policy of staff and board, including nepotism
  - Copy of the most recent formal audit (completed within last 2 years) or most recent audited financial statements proving fiscal capacity and capacity for fund accounting on an accrual basis.

PROPOSING AGENCY QUALIFICATIONS

Please complete the following checklist: Make check marks and/or circle Yes/No responses, or fill in blanks, as applicable to any particular question or information request.

Are you licensed or registered to do business in Alabama?		**Yes**		**No**

Are you now – or in the past two years have been – required to **repay** any costs incurred by your agency under any federal assistance programs that were subsequently disallowed as a result of any audit or other review? If Yes, explain the circumstances on a separate sheet inserted behind this item.		**Yes**		**No**
Does your agency's financial unit have experience in fiscal controls and financial accounting procedures related to expending Federal Funds pursuant to Generally Accepted Accounting Principles (GAAP)?		**Yes**		**No**

Within the past year, what percentage (%) of your agency's total revenues have been derived from grants and/or contracts made possible through the Workforce Investment Act (WIA) funds?	

What was the date of your agency's last independent audit?	
Name of audit firm/agency?	

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

State of Alabama
Disclosure Statement

(Required by Act 2001-955)

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP — TELEPHONE NUMBER ( )

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

ADDRESS

CITY, STATE, ZIP — TELEPHONE NUMBER ( )

This form is provided with:

☐ Contract ☐ Proposal ☐ Request for Proposal ☐ Invitation to Bid ☐ Grant Proposal

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

☐ Yes ☐ No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of 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

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

OVER

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

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

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

Signature Date

Notary's Signature Date Date Notary Expires

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of $5,000.