



State of Alabama Solicitation

Solicitation RFP 381 20000000003	Document Phase Final	Document Description RFP for Alabama Victim Notification System
Procurement Folder 1052006	Creation Date 02/12/20	Print Date 02/20/20

Request for Proposals

CONTACTS

Contact	Name	E-mail	Phone
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Issuer:	Beverly Anderson	Beverly.Anderson@alea.gov	334-242-1637
Buyer:	Beverly Anderson	Beverly.Anderson@alea.gov	334-242-1637

Bids will be accepted from: 02/21/20
to: 04/06/20

All Inquiries for Information Regarding Bid Submission Requirements or Procurement Procedures Should be Directed To The Buyer Contact Listed Above.

COMMODITY INFORMATION

Group: 1	Line: 1	Line Type: Service
Commodity Code: PRF09000081	Quantity:	
Commodity Description: Software System Review & Analysis	Unit:	
Extended Description:		
Software System Review & Analysis		

SHIPPING AND BILLING

Shipping	Billing
Delivery Date:	Delivery Type:

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GENERAL TERMS AND CONDITIONS FOR RFP FOR SERVICES v 7-9-15 rhc edit 7-28-15

GENERAL TERMS AND CONDITIONS FOR THIS REQUEST FOR PROPOSALS - All proposals are subject to these Terms and Conditions.

1. PROHIBITED CONTACTS; INQUIRIES REGARDING THIS RFP – *From the Release Date of this RFP until a contract is awarded, parties that intend to submit, or have submitted, a Proposal are prohibited from communicating with any members of the Soliciting Party’s Team for this transaction who may be identified herein or subsequent to the Release Date, or other employees or representatives of the Soliciting Party regarding this RFP or the underlying transaction except the designated contact(s) identified in {insert location in RFP where contacts are identified, such as Section S or Item 2.}*

Questions relating only to the RFP process may be submitted by telephone or by mail or hand delivery to: the designated contact. Questions on other subjects, seeking additional information and clarification, must be made in writing and submitted via email to the designated contact, sufficiently in advance of the deadline for delivery of Proposals to provide time to develop and publish an answer. A question received less than two full business days prior to the deadline may not be acknowledged. Questions and answers will be published to those parties submitting responsive proposals.

2. NONRESPONSIVE PROPOSALS - Any Proposal that does not satisfy requirements of the RFP may be deemed non-responsive and may be disregarded without evaluation. Clarification or supplemental information may be required from any Proposer.

3. CHANGES TO THE RFP; CHANGES TO THE SCHEDULE - The Soliciting Party reserves the right to change or interpret the RFP prior to the Proposal Due Date. Changes will be communicated to those parties receiving the RFP who have not informed the Soliciting Party’s designated contact that a Proposal will not be submitted. Changes to the deadline or other scheduled events may be made by the Soliciting Party as it deems to be in its best interest.

4. EXPENSES - Unless otherwise specified, the reimbursable expenses incurred by the service provider in the providing the solicited services, shall be charged at actual cost without mark-up, profit or administrative fee or charge. Only customary, necessary expenses in reasonable amounts will be reimbursable, to include copying (not to exceed 15 cents per page), printing, postage in excess of first class for the first one and one-half ounces, travel and preapproved consulting services. Cost of electronic legal research, cellular phone service, fax machines, long-distance telephone tolls, courier, food or beverages are not reimbursable expenses without prior authorization, which will not be granted in the absence of compelling facts that demonstrate a negative effect on the issuance of the bonds, if not authorized.

If pre-approved, in-state travel shall be reimbursed at the rate being paid to state employees on the date incurred. Necessary lodging expenses will be paid on the same per-diem basis as state employees are paid. Any other pre-approved travel expenses will be reimbursed on conditions and in amounts that will be declared by the Issuer when granting approval to travel. Issuer may require such documentation of expenses as it deems necessary.

5. REJECTION OF PROPOSALS - The Soliciting Party reserves the right to reject any and all proposals and cancel this Request if, in the exercise its sole discretion, it deems such action to be in its best interest.

6. EXPENSES OF PROPOSAL – The Soliciting Party will not compensate a Proposer for any expenses incurred in the preparation of a Proposal.

7. DISCLOSURE STATEMENT - A Proposal must include one original Disclosure Statement as required by Code Section 41-16-82, et seq., Code of Alabama 1975. Copies of

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the Disclosure Statement, and information, may be downloaded from the State of Alabama Attorney General's web site at <http://ago.alabama.gov/Page-Vendor-Disclosure-Statement-Information-and-Instructions>.

8. LEGISLATIVE CONTRACT REVIEW - Personal and professional services contracts with the State may be subject to review by the Contract Review Permanent Legislative Oversight Committee in accordance with Section 29-2-40, et seq., *Code of Alabama 1975*. The vendor is required to be knowledgeable of the provisions of that statute and the rules of the committee. These rules can be found at <http://www.legislature.state.al.us/aliswww/AlaLegJointIntCommContracReview.aspx>. If a

contract resulting from this RFP is to be submitted for review the service provider must provide the forms and documentation required for that process.

9. THE FINAL TERMS OF THE ENGAGEMENT - Issuance of this Request For Proposals in no way constitutes a commitment by the Soliciting Party to award a contract. The final terms of engagement for the service provider will be set out in a contract which will be effective upon its acceptance by the Soliciting Party as evidenced by the signature thereon of its authorized representative. Provisions of this Request For Proposals and the accepted Proposal may be incorporated into the terms of the engagement should the Issuer so dictate. Notice is hereby given that there are certain terms standard to commercial contracts in private sector use which the State is prevented by law or policy from accepting, including indemnification and holding harmless a party to a contract or third parties, consent to choice of law and venue other than the State of Alabama, methods of dispute resolution other than negotiation and mediation, waivers of subrogation and other rights against third parties, agreement to pay attorney's fees and expenses of litigation, and some provisions limiting damages payable by a vendor, including those limiting damages to the cost of goods or services.

10. BEASON-HAMMON ACT COMPLIANCE. A contract resulting from this RFP will include provisions for compliance with certain requirements of the *Beason-Hammon Alabama taxpayer and Citizen Protection Act* (Act 2011-535, as amended by Act 2012-491 and codified as Sections 31-13-1 through 35, Code of Alabama, 1975, as amended), as follows:

E- VERIFY ENROLLMENT DOCUMENTATION AND PARTICIPATION. As required by Section 31-13-9(b), Code of Alabama, 1975, as amended, Contractor that is a "business entity" or "employer" as defined in Code Section 31-13-3, will enroll in the E-Verify Program administered by the United States Department of Homeland Security, will provide a copy of its Memorandum of Agreement with the United States Department of Homeland Security that program and will use that program for the duration of this contract.

CONTRACT PROVISION MANDATED BY SECTION 31-13-9(k):

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



REQUEST FOR PROPOSAL

RFP-20000000003

Issued: February 21, 2020

“Seeking proposals from qualified professionals/professional organizations for technology information services, including: a comprehensive technology solution for the Alabama Victim Notification System allowing for statewide automated victim notification.”

**Alabama Law Enforcement Agency
301 South Ripley Street
Montgomery, AL 36104
Office: (334) 517-2800
www.alea.gov**

PROPOSALS MUST BE RECEIVED BY APRIL 06, 2020

I. RFP DESCRIPTION AND QUALIFICATIONS

The Alabama Law Enforcement Agency (hereinafter "ALEA") seeks proposals from qualified professionals or professional organizations to provide a compliant electronic statewide application for Alabama crime victim registration and notification. The system must comply with applicable federal and state laws, rules, regulations, and procedures and shall specifically comply with all statutes relating to the Alabama Victim Notification System including, but not limited to, Alabama Code Sections 14-14-5, 15-22-23, 15-22-26.2, 15-22-36, 15-22-36.2, and 15-22-36.3 for which the ALEA is responsible for adhering.

All interested and qualified vendors are invited to submit a proposal in accordance with the requirements of this RFP for a development solution. Vendor will be responsible for all customization and/or development work required for the system to meet the needs of the ALEA under the scope of this RFP. Specific system requirements will be incorporated into a negotiated state contract with the successful vendor.

Preference may be given to vendors with demonstrable experience successfully completing projects of a similar scope and use. Vendor shall list at least three such projects that have been completed over the past ten years. References and contact information must be provided for each project.

The successful vendor will be required by the ALEA to use an advisory board of key stakeholders and industry professionals to solicit feedback and provide input for future system enhancements while maintaining legal compliance. Vendor will address this goal in its proposal submission.

Liability insurance will be the responsibility of the vendor. Upon award, the selected vendor may be required to provide evidence of adequate insurance and maintain adequate insurance coverage for the entire duration of any executed contract.

II. SERVICES REQUIRED

The proposed solution for the automated victim notification system must accommodate data feeds to and/or from participating Alabama agencies; therefore, the proposed system must integrate with the Alabama Board of Pardons and Paroles ("ABPP"), the Alabama Department of Corrections ("ADOC"), and other state agencies as may be needed to obtain necessary data (e.g., victim's name, offender's name and aliases, date of birth, sentence imposed, time served, assigned parole officer, etc.) from the participating agencies to the selected vendor.

The proposed solution must achieve the following:

1. **Web-based Public Registration Portal:** Provide a secure web application in English and Spanish languages serving as a comprehensive information and notification resource for registrants, including: Alabama crime victims, law enforcement, victim service officers, and interested parties.

The registration portal must provide the following minimum capabilities:

- a. Allow a user to securely log-on to register as a victim, family member of victim, public official, law enforcement, victim service provider, offender relative or friend, or other interested individual to create a password protected account; to recover forgotten password; and to update or modify all user account information. Mandatory registrant data will include but may not be limited to the following metrics: full name, mailing address, landline phone (or ability to designate N/A), cell phone, and email address of the registrant.
 - b. User registration must allow for classification of users and permissions based upon those classifications as all users may not be entitled to all forms of notification.
 - c. Create an historical record of all registered accounts, including, but not limited to, the date and time of account creation, the date and time of all subsequent amendments or modifications of any registrant data, and the date and time of termination of the registered account.
 - d. Registrant must be allowed to register for unlimited notifications for all statutory notifications and designate who shall receive notifications; the preferred method or methods of notification; and the preferred phone, email, or physical address where selected notifications shall be sent. Registrant must also be allowed to update all registration information.
 - e. Registrant must be allowed to self-select a four-digit PIN or like alternative that may be used to confirm receipt of telephone notifications.
 - f. Once logged in, a registrant must be allowed to select an offender or multiple offenders (identified by name, case number, or other identifying information) for which the registrant wishes notification of any offender status changes.
 - g. A registrant must also be allowed to opt out of notifications with regard to a specific offender without impacting other registrations and confirmation of the request to opt out must be provided to the victim.
 - h. Portal must be accessible 24 hours a day, seven days a week, and 365 days a year.
2. **Administrative Portal:** Provide a secure administrative web portal available to stakeholder agency-users. Agency-users shall be individuals employed by one of the participating state agencies providing data for use in the proposed solution. The administrative portal must provide the following minimum capabilities:
- a. Allow a system administrator to generate and issue secure, unique identifiers to agency-users. The unique user identifier shall identify the agency-user's agency and shall restrict the agency-user to the appropriate security access level.
 - b. Allow an agency-user to securely log-on with the pre-issued secure identification number, create a password protected account, and recover forgotten password.
 - c. Provide multiple security access levels, restricting each agency-user's rights, access authorities, and privileges to affect only the data supplied by the agency, which the agency-user represents. Agency-users may have read-only access to data supplied by another agency but may only input or modify data originating with the agency-user's agency. The proposed solution should also allow for differing levels of security to be defined by each agency (e.g., an agency may allow some employees read-only access to monitor data or to print notifications, while allowing other employees full edit privileges).
 - d. Create an historical record of all agency-user accounts, including, but not limited to:
 - i. the date and time of account creation;

- ii. the date and time any victim or offender records were accessed, the records accessed;
 - iii. the date and time of all victim or offender data amendments or modifications by any agency-user;
 - iv. the date and time of termination of the agency-user's account.
- e. Agency-users must be able to search victim and offender records within the proposed solution using any of the following search criteria: offender first name, middle name, last name, date of birth, other identifying number, or other data elements as may be identified by the ALEA; or conduct a complex/advance search of all available data using the aforementioned search criteria in any combination. Search results must be able to display, at minimum, the following offender information: any available images, identifying information (name, date of birth, identification number, or other offender specific data elements), current location, current status, historical information related to the offender's movement between facilities, and the source (providing agency) of the data.
 - f. Agency-users, subject to agency security clearance, must be able to verify whether a victim qualifies as a "statutory victim" at the case-level, meaning the individual is entitled to paper notification if requested for a particular case.
 - g. Agency-users must be able to review and ensure the appropriate offender information is correctly matched with the appropriate victim information through acceptable report functionality or otherwise.
 - h. Agency-users must be able to designate public official registrations and match the same with appropriate case-level offender information as necessary to provide notice.
 - i. Agency-users with proper security clearance must have the ability to create and update all public official profiles to include the official's name and contact information necessary to provide notice.
 - j. Automatically track and record each contact made with a victim/official/registrant through the system.
 - k. Agency-users must be allowed to update victim/registrant information and offender information, subject to agency-user security level access.
 - l. Create PDF documents, which may be printed as needed for mail notifications. A record of the PDF document shall be automatically stored electronically within the historical record and linked to the appropriate victim/official/registrant and offender. A record that the document was printed should also be stored within the historical record.
 - m. Allow agency-users to create, edit, and modify scripts in English and Spanish for automated, clear, and comprehensible phone, email, letter, and text notifications.
 - n. Provide for and track all statutorily required notifications.
 - o. Agency-users must be allowed, subject to agency security clearance, to monitor victim notifications to ensure the victim's preferred methods of notification are being utilized; to verify notifications issued; to review content of issued notifications; to stop or cancel notifications; to provide emergency notifications; and to amend content of the various forms of notifications prior to issuance.
 - p. Portal must be accessible 24 hours a day, 7 days a week, and 365 days a year.
3. **Notifications:** The proposed solution must provide for **all** of the following options for notifications although additional electronic notifications may be provided:

- a. Phone: automated, clear, and comprehensible telephone notifications to any direct dial number. The proposed solution must offer continuous phone notifications until the associated registrant PIN or like alternative is entered thereby verifying notification receipt or an agreed upon time has passed.
- b. Email: email notifications initiated at the time of the status change.
- c. Short Message Service (text): SMS notifications, limited to 160 characters, initiated at the time of the status change. SMS notifications will include a link to the vendor website that will in turn include all statutorily required notification language.
- d. TTY (Text Telephone): TTY, for the hearing impaired, initiated at the time of the status change.
- e. Postal mail: the proposed solution shall generate PDF documents printable in hard copy format for mailing by agency users.

As changes occur in an offender's status, based on data provided by the participating state agencies listed above, the proposed system shall automatically and electronically notify all applicable registrants and/or provide PDF notifications automatically and electronically to responsible agency users to print and mail. At the time of this RFP, the following status changes are currently statutorily notifiable events: 30 day pre-hearing notice for ABPP parole, pardon, and remission of fine and/or forfeiture cases; post-hearing notice for granted pardon and parole cases; notice of release on medical furlough or temporary leave from prison; notice of Community Corrections Institutional Diversions from prison; notice of release from prison on Supervised Reentry Program (SRP) and SIR Program; notice of Mandatory Release (prior to release); and notice of release from prison on Work Release. *See* Ala. Code §§ 14-14-5, 15-22-23, 15-22-26.2, 15-22-36, 15-22-36.2, and 15-22-36.3. The proposed system must allow for customization of status designations and notifications to adapt to changing laws or changing needs of the ALEA or other participating state agencies.

4. **Automated tool:** The proposed solution must provide an automated system, with additional manual control, that uses its logic to match and automatically map and identify offenders as they move through the criminal justice system, transfer notification registrations associated with each offender, and then report on the outcome. A critical function of the proposed solution is ensuring registered victims, officials, and other registrants receive notice each time the subject offender changes status. The registration should be tied to the offender, not the offender's location or jurisdiction, so that the registration automatically stays with the subject offender regardless of the offender's geographical location or status within the criminal justice system.
5. **Data Monitoring:** The proposed solution must provide for systems and agencies data monitoring through operational business intelligence and remote monitoring by evaluating for events, warnings, and alarms. The proposed solution should be capable of assigning action based upon configurable business rules and the event or alarm type received as well as provide for creating support tickets and performing automatic data reconciliation.
6. **Multi-jurisdiction and multi-agency collaboration for data collection and exchange:** The proposed solution must allow for a centralized and stable repository of data obtained through interagency sharing of data, including all updates of offender data and victim registrant data. Specifically, the system must interface, to collect and share data, with:

- a. Alabama Department of Corrections to obtain information on offender custody status.
- b. Alabama Board of Pardons and Parole to obtain information and provide notification regarding offender status changes, upcoming hearings, and Pardons and Parole decisions regarding an offender's status.
- c. Alabama Administrative Office of Courts to allow for notification of service of an ex parte protection order.
- d. Other state agencies as may be necessary.

All interfaces will be in conformance with the National Information Exchange Model (NIEM). All data provided by Alabama stakeholder agencies will be and will remain the property of originating agency and shall be returned to the originating agency and/or ALEA on behalf of the originating agency upon the cessation of services by Vendor as directed by ALEA.

7. **Data Repository:** The proposed solution shall provide access to the repository as a web service available in real time.
8. **Data Security:** The proposed solution must adhere to and comply with NIST Standards and FBI CJIS Security Policies and CJIS encryption requirements and must offer a comprehensive authorization and access control mechanism. The successful vendor agrees and certifies it will not mine data, use data for any private purpose, or use data for any purpose not expressly authorized by the appropriate authority from the originating agency-user.
9. **Date Encryption:** The proposed solution must ensure all data is encrypted during data migration, during use within the proposed solution, and while stored or resting within the proposed solution.
10. **Security and Application Patch Management:** The proposed solution must implement automated software update tools ensuring the operating systems and third-party software used in the proposed solution run the most current available security updates.
11. **Analytical Tools:** The proposed solution shall provide analytical tools allowing for changes to the system with minimal, if any, software development; reducing development time; allowing for testing prior to deployment of changes in a mimic concurrent production environment; and allowing deployment of changes to the system.
12. **Penetration Testing:** The proposed solution must allow for penetration testing before deployment and at routine intervals thereafter for Vendor to mitigate and resolve any identified vulnerabilities.
13. **Technology Enhancements:** The proposed solution must provide a policy for regular system upgrades or service improvements in keeping with technological advancement.
14. **Usage Reports:** The proposed solution must describe all report capabilities available through the proposed solution.
15. **Backups:** The proposed solution must ensure backups (remote and cloud services) are properly protected via physical security and encryption when stored as well as when moved across the proposed system network.

16. **Disaster Recovery:** The proposed solution must provide a backup system and backup protocol sufficient to ensure complete recovery of the system and all data in the event of a disaster or failure. Data, minimally, will be backed up daily and securely stored offsite. A copy of ALEA and stakeholder data will additionally be supplied daily to ALEA, as directed, and in a format directed by ALEA.
17. **Emergency Override Line (EOL):** Proposed solution must provide mechanism to detect and track data outages from any agency-user and notify the responsible agency-user and the ALEA of the outage. The proposed solution must provide an EOL process ensuring, during an outage, notifications continue to be made in a timely and accurate manner.
18. **System and Data Monitoring Technologies:** The proposed solution shall provide the ability to: monitor frequency and accuracy of data, provide agency user notification of alarms, provide for alarm resolution, provide agency user access to system reports of metrics and alarms, and track incidents to resolve problems within proposed solution. The proposed solution shall also include logging and audit trails for all activities within the proposed solution.
19. **Technical Assistance and Training:** The proposed solution will include technical assistance, including research, troubleshooting, and escalation, 24 hours per day, 7 days per week, and 365 days per year. Training shall be provided via the Internet or on-site when such training is indicated or otherwise requested by the ALEA. Training materials, subject ALEA approval, shall include user manuals, training videos, brochures, posters, registration materials, and other relevant training records as may be required. All required training materials shall be made available to all participating user agencies.
20. **Maintenance and Support:** The proposed solution shall include system maintenance, including updates to the public registration portal, administration portal, the centralized data repository, the web accessible user interfaces, system scripts, and normal programming changes for English and Spanish languages. Upon deployment of a compliant system under an awarded professional services contract, system maintenance and support may be provided for under a separate contractual agreement as determined by ALEA.
21. **Scalability:** The proposed solution must be capable of accommodating more than 10,000 simultaneous web users.
22. **Marketing and Education:** The successful vendor may be requested to provide assistance to the Victim Notification Task Force with public education once the proposed solution is implemented. Vendors should address in their proposals any capabilities or experience with public education campaigns conducted for the proposed solution.
23. **Local Agency Hardware and Support:** The proposed solution shall recommend hardware necessary to implement the proposed solution for participating user agencies and may also recommend hardware to improve functionality.

24. **Survey Tool:** The proposed solution shall provide a survey tool or like capability to gather user feedback to assist with making meaningful improvements to the system.
25. **Mobile Design:** The proposed solution shall use adaptive or responsive design so that the web-based public registration portal may be accessed and used from a mobile device (i.e., smart phone, tablet). Alternatively, vendors may propose mobile applications that provide for the same.
26. **Data Transition Methodology:** Proposed solution must provide participating agency-users with more than one integration model alternative, to include: a web service and direct transfer through Secure File Transfer Protocol (SFTP). A description of each offered standard integration model for data transmission should be provided.
27. **Criminal Justice Information Compliance:** The proposed solution, services, off-site infrastructure or hosting solution and all venter representatives shall comply with Criminal Justice Information System (CJIS) requirements. At the time of execution of the contract with the ALEA, the successful vendor will be required to execute a Standard Contract Addendum for CJIS Compliance.
28. **Technical and Security Guidelines:** The proposed solution must comply with all modern industry technical and security standards including NIST and FBI CJIS standards.

III. RESPONSE REQUIREMENTS

A responding vendor must indicate whether it can provide a solution for each task as written in Section II. The response to each separate task listed in Section II should indicate how the task will be completed and any anticipated issues with completing the task.

Each vendor response must also include the following:

1. **Implementation Plan:** Respondent shall include an implementation plan including a brief description of the major tasks, the overall resources needed (such as hardware, software, facilities, materials, and personnel), data migration, migration from the existing system to the proposed solution, and site-specific implementation requirements.
2. **Project Management Plan:** Respondent shall include a project management plan including statement of scope, critical success factors, deliverables, work breakdown structure, schedule, budget, quality, and personnel plan.
3. **Budget Plan:** A detailed itemized budget plan including a breakdown of all covered costs for product and services provided and including an explanation of each.
4. **Organization Chart:** Provide a project organization chart that clearly illustrates each dedicated staff member and the member's responsibilities.
5. **Key Personnel:** Provide a list of key personnel and associated resumes.

IV. PROPOSED CONTRACT TERMS AND CONDITIONS

General terms and conditions provided by the Alabama Department of Finance through the STAARS Purchasing System are hereby incorporated into this RFP by reference.

A standard agency contract will be required. Upon acceptance of vendor's proposal by the ALEA, the parties will execute a formal contract, in writing, duly signed by the proper parties thereto, which shall be subject to review by the Contract Review Permanent Legislative Oversight Committee of the State of Alabama and the approval and signature of the Governor of the State of Alabama. Should the Alabama Legislature approve legislation removing the ALEA as the responsible state agency governing the subject matter of this RFP, Vendor must be willing to accept and execute a substitution of the responsible state agency as the contracting entity. Any substitution of the responsible state agency would not alter or amend any other terms or conditions of a duly executed contract unless agreed upon by the parties. Vendor will assume responsibility for providing services under the executed contract on the effective date of the contract, which will be the date of approval and signature of the Governor of Alabama or her designee. The executed contract will not be effective until it has received all requisite state government approvals. Vendor shall not begin performing services thereunder until notified by the ALEA. Vendor will not be entitled to compensation for work or services performed prior to the effective date of the contract.

The ALEA is not responsible for and will not pay or reimburse any associated cost incurred by vendor in the preparation and submission of vendor's proposal or in any processes associated with vendor's participation, regardless of whether vendor is selected.

This RFP does not, by itself, obligate the ALEA; such obligation shall commence only upon the execution of a contract. However, part or all of this RFP may be incorporated into any executed contract, along with vendor's proposal. The ALEA hereby reserves the right to add terms and conditions during contract negotiations, within the scope of this RFP.

The anticipated contract term for this RFP is a one (1) year period. The ALEA reserves the right, however, to include up to four (4), one-year renewal options, at its discretion, in any initially awarded contract. When provided for in any executed contract, the ALEA has the sole option to exercise renewal options. To be effective, any renewals must also be submitted and approved by the Alabama Contract Review Permanent Legislative Oversight Committee and require the approval and signature of the Governor of the State of Alabama.

The selected vendor may be required to enter into contract negotiations at the discretion of the ALEA. If an agreement cannot be reached to the satisfaction of the ALEA, the ALEA may reject the vendor's proposal or revoke the selection and begin negotiations with another qualified and responsive vendor.

V. FORM AND CONTENT OF PROPOSALS

An authorized representative of vendor must sign the original proposal and, if there are changes, they must be made in ink and initialled by the authorized representative. ALEA will consider the person who signs vendor's proposal to be the point of contact for all matters pertaining to the proposal unless vendor expressly designates another person in writing. By signing the proposal, vendor agrees to be bound by all terms and conditions of the RFP. Any exceptions to the specified terms and conditions must be clearly set forth in vendor's proposal and are subject to ALEA's acceptance of the same. Vendor may be deemed non-responsive if its proposal contains exceptions to the terms and specifications of the RFP.

If the organization submitting a proposal intends to outsource or subcontract any work to meet the requirements contained herein, such must be clearly stated in the proposal and details must be provided, including a name and description of the organization(s) being contracted. All forms and requirements of vendor per this RFP shall equally pertain to any subcontractor(s).

Vendor's proposal must include the complete name, address, mailing address, e-mail address and direct telephone number of the person the ALEA should contact regarding the proposal.

Vendor's proposal must include the following forms which are available for download at <https://www.alea.gov/resources/request-proposal>:

Coversheet;

Vendor Authorization Form to Submit Proposal;

Vendor Disclosure Statement ("Proposal Box" must be checked on this form) (Please note: a separate Vendor Disclosure Statement (with the "Contract Box" checked must be completed by the successful vendor to accompany any executed contract.) A copy of the successful vendor's completed disclosure statement shall be filed with the ALEA and the Alabama Department of Examiners of Public Accounts and submitted to the Contract Review Permanent Legislative Oversight Committee. Any disclosure statement filed pursuant to Alabama Code Section 41-16-85 will be public record.);

Corporate Acknowledgement Statement (Must be included with proposal if applicable. If not applicable, vendor must include an explanation of inapplicability with the proposal.);

Copy of vendor's Certificate of Authority (issued by the Alabama Secretary of State);

Immigration Status Form (By submitting a proposal, vendor specifically warrants that vendor does not and will not knowingly employ, hire, or continue to employ an unauthorized alien within the State of Alabama.);

Certificate of Compliance with Act 2016-312;

Certificate of Compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act;

Copy of vendor's full e-verify MOU; and

Valid tax ID (W-9 form).

The proposal must address all requirements of this RFP and provide all information requested. Failure to comply with the requirements of the RFP will result in the disqualification of vendor's proposal.

Proposals submitted on reduced and/or mutilated forms will be rejected.

Along with the requirements stated herein, proposals should adequately address each of the following:

Please provide a summary of services to be provided by vendor that meet the requirements of this RFP, highlighting any of vendor's strengths and identifying any known weakness or inability to provide the services requested (whether mandatory or preferred).

Discuss vendor's philosophy, plan, goals, and objectives.

Describe vendor's experience relative to providing required services.

Provide a detailed description of services and methods proposed by vendor.

Describe vendor's assessment process, including any instruments and procedures to be used as well as how data collected will be integrated into the delivery of services.

Discuss mechanisms used by vendor to monitor fiscal responsibility, clinical, physical, and quality control, including how vendor will incorporate input/feedback from ALEA staff, and other Alabama stakeholders into the planning, design, improvement, and implementation of services.

Identify all personnel that will contribute, in any way, to services provided by vendor, including whether positions are full-time or part-time and/or contract or subcontract arrangements, providing job descriptions for those positions. Describe vendor's plan to maintain adequate personnel as well as vendor's initial and ongoing staff training and development process. Vendor must provide a sample weekly chart of staff coverage and an organizational chart showing how those personnel providing services under any executed contract are organized within vendor's organization. Vendor must identify credentials and qualifications of all personnel included in the staffing plan and provide evidence of required licensure or certification.

Provide the earliest "start date" by which vendor could begin providing services under any executed contract (irrespective of requisite state government approvals and processes by which to obtain them). Identify potential barriers or anticipated delays.

Proposals should be submitted to:

ATTN: Beverly Anderson
Alabama Law Enforcement Agency, Accounting Division
301 South Ripley Street
Montgomery, AL 36104

**Proposals may be submitted via Express/Overnight mail to street address only*

One (1) original paper (hard) copy of the proposal must be submitted along with four (4) additional paper (hard) copies of the proposal, including copies of all completed/notarized required documents. Vendors must additionally submit an electronic copy of responsive proposals and all attachments on a USB drive. Failure to submit the required number of copies in this requested format may prevent a vendor's proposal from being evaluated. **The proposal package must be fully sealed and properly labelled with vendor's name, proposal opening date, and RFP number.** Proposals submitted by "Express/Overnight" services must arrive in an envelope or container properly labelled with the vendor's name, proposal opening date, and RFP number, and also contain a separate inner envelope/package sealed, and identified with vendor's name, proposal opening date, and RFP number. Hand delivered proposals must be delivered in ample time to allow for security check-in at the front desk of the Criminal Justice Center and delivery to the ALEA Accounting Division prior to the designated deadline. Whether proposals are mailed, hand delivered, or delivered by express mail, they must be delivered to the ALEA Accounting Division at the address shown above. **Faxed, electronic, or oral proposals will not be accepted.**

If the vendor considers any portion of the documents, data, or records submitted in response to this solicitation to be confidential, trade secret, or otherwise not subject to public disclosure, vendor must, in

addition to the required copies above, also provide the ALEA with a separate, redacted copy of its proposal on a USB drive in PDF format, marked clearly as a "REDACTED COPY," and briefly describe in a separate writing, as to each redacted item, the grounds for claiming exemption from the public records law. This redacted copy shall be provided to the ALEA at the same time vendor enters its proposal and must only exclude or redact those exact portions that are claimed confidential, trade secret, or otherwise not subject to disclosure. Vendor shall be responsible for defending its determination that the redacted portions of its proposal are confidential, trade secret, or otherwise not subject to disclosure. Furthermore, vendor shall protect, defend, and indemnify the ALEA for any and all claims arising from or relating to vendor's determination that the redacted portions of its proposal are confidential, trade secret, or otherwise not subject to disclosure. All of the above shall be acknowledged in vendor's separate written "Acknowledgment" that must accompany the REDACTED COPY. If vendor fails to submit the REDACTED COPY and the Acknowledgment with its proposal, the ALEA is authorized to produce the entire proposal, as submitted, in response to any public records request.

ALEA reserves the right to seek and receive necessary clarification/supplementation from vendors within five (5) days of receiving responsive proposals and prior to awarding any contract. Clarification/supplementation during this period will be limited to ensuring compliance with requirements, forms, and certifications and is not the opportunity for a vendor to modify its proposal.

Note: ALL responsive vendors must be registered to perform business with the State of Alabama to be awarded a state contract. A copy of the State Vendor Application and information pertinent to doing business with the State is available online at: <https://procurement.staars.alabama.gov>. Registration is required every three (3) years. Applications should be submitted to the Purchasing Division of the Alabama Department of Finance. Additionally, vendors must be registered in the State of Alabama Accounting System (STAARS) to receive payment for services rendered.

VI. DATE PROPOSALS RECEIVED

Sealed proposals will be received until April 6, 2020 at 4:00 pm. Proposals must be received by this date and time to be considered by the ALEA.

All proposals received after the appointed deadline for receipt, whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time received at the address noted above. Vendors have the sole responsibility for assuring that proposals are received by the ALEA by the designated date and time.

Proposals will remain firm and unaltered after opening for one-hundred and twenty (120) days after the proposal due date or until the ALEA signs a contract with another vendor, whichever is earlier. The ALEA may accept vendor's proposal at any time during the proposal firm time, subject to successful contract negotiations.

VII. CERTIFICATIONS BASED ON PROPOSAL SUBMISSION

By submitting a proposal, vendor warrants acceptance and agreement with all terms and conditions presented in this RFP and further certifies that vendor is legally authorized to conduct business within the State of Alabama and will comply with providing the services described.

Vendor warrants by submitting a proposal that all statements contained in the proposal are true and correct.

Vendor warrants that neither vendor nor any vendor trustee, officer, director, employee, agent, servant, volunteer, subcontractor, or assign, is a current employee of the ALEA and that no such individuals have been employed by the ALEA within a two (2) year window preceding the issuance of this RFP. During the term of any awarded contract, vendor shall be responsible for ensuring compliance with this requirement.

Vendor certifies that neither vendor nor any vendor representative, trustee, officer, director, employee, agent, servant, volunteer, subcontractor, or assign has publicly or privately colluded with any other vendor or any representative, trustee, officer, director, employee, agent, servant, volunteer, or assign of the ALEA.

Vendor certifies by submission of a proposal that it has disclosed and agrees to be held by a continuing obligation to disclose financial and other interests (public or private, direct or indirect) that may pose a potential conflict of interest or which may conflict in any manner with vendor's obligations and performance of an awarded contract. Vendor shall not employ any individual with a conflict of interest to perform any service described in this RFP.

By responding to this solicitation, vendor will be held to have read and thoroughly examined the RFP. Failure to read and thoroughly examine the RFP will not excuse any failure to comply with the requirements of the RFP or any resulting contract, nor will such failure be the basis for any claim for additional compensation.

VIII. PROPOSAL OPENING

Properly identified proposals will be securely kept and will remain unopened until **time of proposal opening on April 7, 2020 at 10:00 am** in the ALEA Accounting Magnolia Conference Room located at 301 South Ripley Street, Montgomery, AL 36104. The ALEA does not accept responsibility for the premature openings of proposals not properly identified or the late arrival of a proposal for whatever reason. Proposal opening will be held in the ALEA Accounting Division Magnolia Conference Room, 301 South Ripley Street, Montgomery, AL 36104. Proposal opening is not to be construed as meaning any vendor meets all specifications as set out in the proposal.

IX. MODIFICATIONS/SUSPECTED ERRORS/CLARIFICATION

Vendor may make a written request to modify or withdraw the offer at any time prior to opening. No oral modifications will be allowed. Such requests must be addressed and labeled in the same manner as the original proposal and plainly marked Modification to (or Withdrawal of) Proposal. Only written requests received by the ALEA prior to the scheduled opening time will be accepted. ALEA will supplement original proposals received with accepted written modification requests.

If a vendor suspects an error, omission, or discrepancy in this RFP solicitation, vendor must immediately notify the ALEA's designee in writing, Beverly Anderson, at the above stated address or by email

(Beverly.Anderson@alea.gov). The ALEA will issue written instructions if appropriate and make any necessary changes available to all interested parties by posting the same on the ALEA's website, <https://www.alea.gov/RFP>. It is the responsibility of all interested vendors to monitor this webpage for announcements regarding this RFP.

If a vendor considers any part of this RFP unclear, that vendor is expected to make a written request for clarification prior to submitting a proposal. Requests for clarification should be sent to Beverly Anderson, via email, Beverly.Anderson@alea.gov. **All requests for clarification must be submitted by March 13, 2020 at 4:00 pm. Requests for clarification emails should include in the subject line "RFP 2000000003"**. The ALEA will respond in writing or by email to all such requests if a response is deemed appropriate. The ALEA's response will state the request for clarification followed by a statement of clarification. A copy of the response will be provided to all eligible vendors by posting the same on the ALEA's website, <https://www.alea.gov/RFP>. It is the responsibility of all interested vendors to monitor this webpage for announcements regarding this RFP.

Amendments to this RFP, if issued, will be made available to all interested vendors registered through the Alabama Department of Finance's Purchasing Division as required and by posting the same on the ALEA's website, <https://www.alea.gov/RFP>. The amendment(s) will incorporate the clarification or change and provide a new date and time for new or amended proposals. It is the responsibility of all interested vendors to monitor this webpage for announcements regarding this RFP.

X. EVALUATION AND METHOD OF SELECTION

The ALEA will designate a Proposal Evaluation Committee to be made up of at least four (4) members of ALEA Senior Staff. The ALEA reserves the right to include a qualified expert with relevant experience to participate in proposal evaluations. The Proposal Evaluation Committee will then make a recommendation to the Secretary of the ALEA or designee who will make the final award decision.

Vendor selection will be based on the proposal that meets or exceeds the requirements set forth in this RFP. Proposals will be evaluated based on the quality and completeness of the information provided. Vendors must provide comprehensive statements that illustrate their understanding of the proposed contract requirements.

The ALEA may request an oral presentation or conduct interviews to support vendor's written proposal.

Any vendor whose proposal does not meet the mandatory requirements and does not provide a primary proposal that meets all the required specifications of the RFP will be considered non-compliant.

Proposal evaluations will be scored based on the response to the requirements of this RFP and held as the primary proposal. Alternative proposals will not be considered as the basis for the evaluation of the successful vendor. All proposals received will become the property of the ALEA. The ALEA further reserves the right to use for its benefit the ideas contained in proposals received.

After the evaluation of proposals received and selection of the successful vendor, the selection and the award will be posted on the ALEA's website, <https://www.alea.gov/RFP>. Upon the ALEA selecting a vendor's proposal for contract negotiations, the ALEA will send the vendor written notice. Notice letters

sent or posted during proposal firm time, or during any extension thereof, will extend the proposal firm time until the ALEA signs a contract or determines negotiations with the vendor have failed. Receipt or posting of a notice of award is not the equivalent of a contract with the ALEA. The ALEA anticipates making a vendor selection within **72 hours** from the date scheduled for proposal opening but reserves the right for an extension of time as required.

XI. EVALUATION CRITERIA

The ALEA's Proposal Evaluation Committee will evaluate proposals using the following criteria:

Experience, Expertise, Knowledge, Stability, and Reputation of Vendor (35%)
Understanding and Responsiveness to RFP (25%)
Proposed Budget (40%)

XII. COST OF RESULTING CONTRACT AND BILLING

The total cost of a resulting contract shall be a fixed fee for the automated victim notification system to be provided throughout the contract, to be utilized at the sole option of the ALEA. The resulting contract shall not exceed the total cost quoted by vendor in its proposal. Vendor will be required to submit detailed and itemized invoices to the ALEA for services provided pursuant to a contract.

All payments will be made to conform to State fiscal year requirements, notwithstanding any contrary provision in the contract. This may include prorating payments that extend beyond the end of the ALEA's fiscal year.

Vendor will be responsible for the payment of any and all applicable state, county, municipal, and federal taxes, including sales tax, and any other taxes imposed by other governmental entities so authorized. Vendor shall not bill the ALEA for any taxes unless a statement is attached to the bill identifying the tax and showing why it is legally chargeable to the ALEA. If it is determined that taxes are legally chargeable to the ALEA, the ALEA will pay the tax as required. State and federal tax exemption information is available upon request. The ALEA does not warrant that the interest component of any payment is exempt from income tax liability.

XIII. RESERVATIONS

In addition to any other reservations made herein, the ALEA hereby reserves the right to cancel this RFP; to reject any or all proposals; to reject individual proposals for failure to meet any requirement; to award by item, part or portion of an item, group of items, or total; and to waive minor defects and/or seek additional proposals; and also reserves the right to award one or more professional service contracts that the ALEA determines to be in the best interest of the state and the ALEA. All services may be awarded to one (1) professional service provider or the ALEA may award different services described in the RFP to different providers.

The ALEA reserves the right to award the contract to a vendor other than the lowest-priced vendor, if a higher-priced proposal provides the best value as determined by the ALEA.

Submission of a proposal confers on vendor no right to a selection or to a subsequent contract.

This process is only for the benefit of the ALEA and is to provide the ALEA with competitive information to assist in the selection process. All decisions on compliance, evaluation, terms, and conditions will be made solely at the discretion of the ALEA.