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## **Request for Proposal Standard Terms and Conditions**

### **1. Authority**

Division 4 of the Department of Finance Administrative Code (Chapters 355-4-1 through 355-4-6), effective October 1, 2022, is incorporated by reference and made a part of this document. To view the relevant provisions of the Administrative Code, visit our website <https://purchasing.alabama.gov/>

### **2. Prohibited Contacts; Inquiries regarding this RFP**

From the Release Date of this Request for Proposal (hereafter referred to as 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 after the Release Date, or other employees or representatives of the Soliciting Party regarding this RFP or the underlying transaction except the designated contact(s).

### **3. Nonresponsive Proposals**

Any Proposal that does not satisfy requirements of the RFP may be deemed non-responsive and may be disregarded without evaluation. Supplemental information, including information necessary to clarify a proposal, may be required from any Proposer.

### **4. Changes to RFP; Changes to 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.

### **5. Expenses of Proposal**

A Proposer will not be reimbursed for any expenses incurred in preparation of a proposal.

### **6. Rejection of Proposals**

The State reserves the right to reject any and all proposals and cancel this Request if, in its sole discretion, it deems such action to be in its best interest.

### **7. The Final Terms of the Engagement**

Issuance of this RFP in no way constitutes a commitment by the State 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

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acceptance by the State as evidenced by the signature thereon of its authorized representative. Provisions of this RFP and the accepted Proposal may be incorporated into the terms of the engagement should the State 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.

## **8. Choice of Law; Venue**

This Contract will be governed by laws of the State of Alabama and the sole venue for litigation and alternative dispute resolution activities will be the City of Montgomery in the State of Alabama. No other court shall have jurisdiction.

## **9. Not to Constitute a Debt of the State**

The terms and commitments contained in the solicitation, or any contract resulting from this solicitation, shall not constitute a debt of the State of Alabama, the incurring of which is prohibited by Section 213 of the Official Recompilation of the Constitution of Alabama, 1901, as amended.

## **10. Proration**

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the supplier shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

## **11. Non-appropriation of funds**

Section 41-4-144(c) of the Code of Alabama 1975 states: "(c) When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled, and the supplier shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract. The cost of cancellation may be paid from any appropriations available for that purpose."

## **12. Open Trade/No Boycott**

For the term of this contract, supplier represents that it is not currently engaged in, and agrees not to engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this State can enjoy open trade.

## **13. Dispute Resolution**

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In the event of any dispute between the parties arising from this solicitation and any agreement relating to purchases or leases resulting therefrom, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, supplier's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar Association.

#### **14. Cancellation**

A contract for supplies may be canceled by the Chief Procurement Officer, for justifiable cause, by giving the supplier thirty (30) days written notice. A supplier may request cancellation and the Chief Procurement Officer may grant the request, in his or her sole discretion, if performance is prevented by an act of God, act of War, order of legal authority, or other unavoidable circumstances not attributable to the fault or negligence of the supplier. Contracts for services may be cancelled for justifiable cause by the Chief Procurement Officer by giving the vendor at least 72 hours' written notice. The burden of proof for such relief rests with the supplier. All correspondence pertaining to cancellation of a contract must be addressed to the Chief Procurement Officer with a copy to the using agency.

#### **15. Sales Tax Exemption**

Pursuant to Section 40-23-4 (a)(11) of the Code of Alabama 1975, the State of Alabama is exempt from paying sales tax. An exemption letter will be furnished upon request.

#### **16. No Indemnification**

Supplier acknowledges and agrees that, under the terms of this solicitation and agreements relating to purchases or leases resulting therefrom, the State is prohibited from indemnifying the supplier. The State does not agree to and will not indemnify the supplier for any reason. The State of Alabama does not release or waive, expressly or implied, the State of Alabama's right to assert sovereign immunity or any other affirmative defense right it may have under law. The State of Alabama shall control the defense and settlement of any legal proceeding on behalf of the State, including the selection of attorneys.

#### **17. Foreign Corporation – Alabama Secretary of State Registration**

Section 10A-1-7.01 to -7.14 of the Code of Alabama 1975 require a foreign entity (an out-of-state company/firm) to register with the Alabama Secretary of State's Office before transacting business in the State.

#### **18. Beason-Hammon Alabama Taxpayer and Citizen Protection Act**

A contract resulting from this RFP will include provisions for compliance with certain requirements of the Beason-Hammon Alabama taxpayer and Citizen Protection Act, Sections 31-13-1 through 35, Code of Alabama 1975 as follows:

E- VERIFY ENROLLMENT DOCUMENTATION AND PARTICIPATION. As required by Section 31-13-9(b), Code of Alabama 1975 Contractor that is a "business entity" or "employer" as defined in

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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.

As required by Section 31-13-9(k) of the Code of Alabama 1975, the supplier agrees to the following: “By signing this contract, the contracting parties affirm, for the duration of any 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.”

To enroll in the E-Verify program visit <https://www.e-verify.gov/>

## **19. Conflict of Law**

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

## **20. Disclosure Statement**

A Proposal must include one original Disclosure Statement as required by Code Section 41-16-82, et seq., of the Code of Alabama 1975. The Disclosure Statement, and information, may be downloaded from the State of Alabama Attorney General’s web site at <https://www.alabamaag.gov/Forms>

## **21. Certification Pursuant to Act No. 2006-557**

Section 41-4-142 of the Code of Alabama 1975 (Act No. 2006-557) provides that every bid submitted and contract executed shall contain a certification that the supplier, supplier, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama State and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid or proposal, the supplier is hereby certifying that they are in full compliance with Section 41-4-142, they are not barred from bidding or entering into a contract as a result and acknowledges that the awarding authority may declare the contract void if the certification is false.

## **22. Supplier Qualifications**

After bid opening, the State reserves the right to request written proof of qualifications including, but not limited to, manufacturer’s reseller authorization, professional licenses, certificates of insurance, etc.

## **23. Pricing**

The State of Alabama reserves the right to conduct analysis based on cost realism and/or price reasonableness for any or all bids as determined necessary in the sole discretion of the Chief Procurement Officer. Such analysis may include requests pursuant to Section 41-4-141 of the Code of Alabama 1975.

## **24. Product Delivery, Receiving and Acceptance:**

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In accordance with the Uniform Commerce Code (Title 7 of the Code of Alabama 1975), after delivery, the State of Alabama shall have the right to inspect all products before accepting. The State will inspect products in a reasonable timeframe. Signature on a delivery document does not constitute acceptance by the State. The State will accept products only after satisfactory inspection.

## **25. Invoices**

Inquiries concerning invoice payments are to be directed to the receiving agency.

## **26. Late Payments**

Penalty for agencies paying invoices late may not exceed the rate charged by State of Alabama Comptroller's Office per Section 41-16-3 of the Code of Alabama 1975 and as established by the Secretary of the Treasury under the authority of 26 U.S.C. §6621.

## **27. Electronic Payments**

Vendors must accept multiple forms of electronic payment at no additional cost to the State. Payment forms include but are not limited to state issued credit cards, P-cards, EFT or other forms of electronic payment.

## **28. Supplier Registration**

Suppliers may receive bid notices by registering for commodities at the Alabama Buys supplier portal, <https://alabamabuys.gov>

## **29. Internet Website Links**

Internet and/or website links will not be accepted in bid responses as a means to supply any requirements stated in this solicitation.

## **30. Solicitation Responses and Results**

The complete bid file will be made available for review as provided by (or as outlined) in Section 41-4-115 of the Code of Alabama 1975 and Rule 355-4-1-.04 of the Department of Finance Administrative Code.

## **31. Exception to Terms and Conditions**

Suppliers may place any qualifications, exceptions, conditions, reservations, limitations, or substitutions in their bid or proposal concerning the contract terms and conditions. However, the State is not obligated to accept any changes to the published terms and conditions of the solicitation.

## **32. Intent to Award**

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The State of Alabama Office of the Chief Procurement Officer will issue an 'Intent to Award' before a final award is made. The 'Intent to Award' will continue for a period of fourteen (14) calendar days, after which the award will be final provided there are no protests. A detailed explanation of this process may be reviewed in the Alabama Administrative Code – Chapter 355-4-6-.01. All protest communications filed via email must be sent to: [protests@purchasing.alabama.gov](mailto:protests@purchasing.alabama.gov)

### **33. Confidentiality**

Procurement information is a public record to the extent provided by state law and shall be available to the public. Section 41-4-115 of the Code of Alabama 1975 defines what is exempt from disclosure. Additional rules are included in Rules 355-4-1-.03(4) and 355-4-1-.04 of the Alabama Department of Finance Administrative Code.

### **34. Click Wrap**

The State of Alabama acknowledges that additional terms between the supplier and the State or third-party terms may apply but does not agree to be bound by them unless provided for review and separately agreed to in writing by an authorized official of the State of Alabama. If the purchase or use of the supplies or services provided utilizes a computer interface, no State of Alabama end user shall be deemed to have agreed to any clause by virtue of it appearing in an "I agree" click box or other comparable mechanism ("click-wrap" or "browse-wrap"); rather the terms and conditions, such as End User License Agreements, may only be accepted by inclusion in an agreement and signature by an authorized official of the State of Alabama. If the terms and conditions or any other third-party terms and conditions are invoked through click wrap, execution by any unauthorized individual shall not bind the end user or the State of Alabama to such clause. Any clause which requires the State of Alabama to indemnify another party or clause which assigns jurisdiction to any state other than Alabama which is contained in such click-wrap is deemed to be stricken from the terms and conditions unless expressly agreed in writing and under the signature of an authorized individual.

### **35. Assignment**

Any contract which results from this solicitation shall not be assignable by supplier without written consent of the State of Alabama. Any assignment or other transfer in violation of this provision will be null and void.

### **36. Debarment and Suspension**

Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any governmental department or agency. If supplier cannot certify this statement, supplier must attach a written explanation for review by the Chief Procurement Officer.

### **37. Merit System Exclusion**

It is understood and agreed that supplier is an independent supplier and as such all services rendered by supplier and its agents and employees thereof shall be as an independent supplier and not as an employee, Merit or otherwise, of the State of Alabama, and supplier or its agents and employees thereof shall not be entitled to or receive Merit System benefits.

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### **38. Severability**

In the event any provision of this solicitation or resulting contract shall not be enforceable, the remaining provisions shall continue in full force and effect.

### **39. Volume of Business**

Except as otherwise stated in this solicitation, the State of Alabama cannot and does not guarantee any volume of business.

### **40. Waiver**

The failure of the State of Alabama to require performance of any provisions of this solicitation or resulting contract shall not affect the State's right to require performance at any time thereafter, nor shall a waiver of any breach or default constitute a waiver of any subsequent breach or default nor constitute a waiver of the provision itself.

### **41. Legislative Contract Review Committee**

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. of the 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 <https://alison.legislature.state.al.us/contract-review>. 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.

By submitting a response, I hereby affirm the following:

I acknowledge receipt of the solicitation and all amendments (new rounds). I have read the solicitation and agree to furnish each item or service offered at the price quoted. I will comply with all terms and conditions contained within this solicitation. I have not been in any agreement of collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding. I further certify that I am not barred from bidding or entering into a contract and acknowledge that the State may declare the contract void if this certification is false.

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**REQUEST FOR PROPOSAL**  
**RFP2300000001**

***Issued: August 8<sup>th</sup>, 2023***

**"Seeking proposals from qualified professionals/  
professional organizations for federal grant  
management and compliance consulting services."**

**Alabama Law Enforcement Agency  
301 South Ripley Street  
Montgomery, AL 36104  
Office: (334) 676-6000  
[www.alea.gov](http://www.alea.gov)**

**PROPOSALS MUST BE RECEIVED BY SEPTEMBER 8<sup>TH</sup> AT 4:00PM**

**RFP DESCRIPTION AND QUALIFICATIONS**

The Alabama Law Enforcement Agency (hereinafter "ALEA") is seeking proposals from qualified professionals or professional organizations to provide grant management and compliance consulting services.

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All interested vendors are invited to submit a proposal in accordance with the requirements specified in this RFP.

The successful vendor will be required to perform overall assessment of all ALEA federal grants and assist with development or revision of any applicable policies, procedures, and processes to maintain ALEA's compliance with all federal grant laws and guidelines. This could include monitoring, technical assistance and training.

Vendors must provide the services of an individual (or individuals) who meet the following minimum professional qualifications:

At least 10 years of experience in federal grant management, grants policy and procedure development, procurement under grants, and subgrantee monitoring.

Additionally, the following qualifications are preferred:

Extensive knowledge and expertise with 2 CFR 200 regulations and compliance, as well as internal controls.

Vendor must provide, along with the proposal, an up-to-date resume of any individual who would be performing services under any executed contract.

Along with any resume, vendor will provide a minimum of three (3) professional references for such individuals, including the reference's name and telephone number. References should be capable of speaking to similar contracts/services rendered by vendor.

Liability and/or malpractice insurance will be the responsibility of the contract provider. Vendor must provide evidence of adequate insurance with its proposal and maintain adequate insurance coverage for the entire duration of any executed contract.

### SERVICES REQUIRED

The successful vendor will be required to meet all assessment needs requested by ALEA.

The successful vendor must perform overall assessment of ALEA's grant management policies and procedures, internal controls, and subgrantee processes.

Assess these programs in respect to ensuring compliance with 2 CFR 200 and applicable federal regulations.

Timeline: Twelve (12) months with option to extend and/or renew.

Vendor must specify in the proposal the anticipated location(s) where the work will be performed, and whether on-site is an option or available if needed. Vendor is not to use ALEA facilities or offices to provide services, unless specifically approved by ALEA.

### PROPOSED CONTRACT TERMS AND CONDITIONS

General terms and conditions provided by the Alabama Department of Finance through the Alabama Buys or 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 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. Vendor will assume responsibility for

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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 ALEA. Vendor will not be entitled to compensation for work or services performed prior to the effective date of the contract.

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 ALEA; such obligation shall commence only upon the execution of any approved contract. However, part or all of this RFP may be incorporated into any executed contract, along with Vendor’s proposal. 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 with 4 options to annually renew.

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

### FORM AND CONTENT OF PROPOSALS

One (1) original paper or hard copy of the proposal must be submitted along with four (4) additional paper or hard copy proposals, including copies of completed/notarized required documents. Vendors must additionally submit an electronic copy of responsive proposals and all attachments on a USB drive. The proposal package must be fully sealed and properly labelled with Vendor’s name, proposal opening date (9/12/2023), and RFP number (23000000001) and sealed bid do not open. Failure to submit the required number of copies in this requested format may prevent a vendor’s proposal from being evaluated.

The vendor's authorized representative must sign the original proposal with any changes made in ink in all required places. 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).

Proposals submitted by “Express/Overnight” services must be in a separate inner envelope/package, sealed, and identified as stated above.

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

Vendor’s proposal must include the following forms which are available for download at <https://www.alea.gov/RFP>:

Coversheet

Vendor Authorization Form to Submit Proposal

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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 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.

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.

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, as well as 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 returned to:

ATTN: Nikita Iverson  
RFP: 23000000001

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Alabama Law Enforcement Agency, Accounting Division  
301 South Ripley Street  
Montgomery, AL 36104

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

The proposal package must be properly sealed and labelled with vendor's name, proposal opening date, and RFP number, and sealed bid do not open.

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.

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 time 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://alabamabuys.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.

#### DATE PROPOSALS RECEIVED

Sealed proposals will be received until 9/8/2023 at 4:00pm. Proposals must be received by this date and time to be considered by 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 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 ALEA signs a contract with another vendor, whichever is earlier. ALEA may accept vendor's proposal at any time during the proposal firm time, subject to successful contract negotiations.

#### 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.

By submitting a proposal, vendor warrants that neither vendor nor any of vendor's trustees, officers, directors, employees, agents, servants, volunteers, subcontractors, etc. is a current employee of ALEA and that no such individuals have been employed by 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.

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Vendor certifies by submission of a proposal that vendor has not publicly or privately colluded with any other vendor.

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.

### PROPOSAL OPENING

Properly identified proposals will be securely kept and will remain unopened until time of proposal opening on 9/12/2023 at 10:00am. 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 IT Conference Room, 201 South Union Street – Suite 341, Montgomery, AL 36130. Proposal opening is not to be construed as meaning any vendor meets all specifications as set out in the proposal.

### 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 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 solicitation, vendor must immediately notify ALEA’s designee in writing, Nikita Iverson, at the above stated address or by email (Nikita.Iverson@alea.gov). ALEA will issue written instructions if appropriate and make any necessary changes available to all interested parties by posting the same on ALEA’s website, www.alea.gov. 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 the submission of their proposal. Requests for clarification should be sent to Nikita Iverson, via email, Nikita.Iverson@alea.gov. All requests for clarification must be submitted by September 1<sup>st</sup>, 2023, at 4:00pm. Requests for clarification emails should include in the subject line “RFP 23000000001”. ALEA will respond in writing or by email to all such requests if a response is deemed appropriate. 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 ALEA’s website, www.alea.gov. 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 ALEA’s website, www.alea.gov. 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.

### EVALUATION AND METHOD OF SELECTION

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ALEA will designate a Proposal Evaluation Committee to be made up of at least three (3) members of ALEA Senior Staff. 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 ALEA or designee who will make the final award recommendation to Alabama's Chief Procurement Officer.

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.

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 ALEA. 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 agency's website, [www.alea.gov](http://www.alea.gov). Upon ALEA selecting a vendor's proposal for contract negotiations, 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 such time as 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 ALEA. ALEA anticipates making a vendor selection within no more than **48 hours** from the date scheduled for proposal opening but reserves the right for an extension of time as required.

#### EVALUATION CRITERIA

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%)

#### COST OF RESULTING CONTRACT AND BILLING

The total cost of a resulting contract shall be a fixed fee for the grant management and compliance consulting services to be provided throughout the service contract, to be utilized at the sole option of ALEA. The resulting contract shall not exceed the total cost quoted by vendor in its proposal.

Vendor will be required to submit invoices to ALEA for services provided pursuant to a services contract.

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 ALEA for any taxes unless a statement is attached to the bill identifying the tax and showing why it is legally chargeable to ALEA. If it is determined that taxes are legally chargeable to ALEA, ALEA will pay the tax as required. State and federal tax exemption information is available upon request. ALEA does not warrant that the interest component of any payment is exempt from income tax liability.

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 ALEA's fiscal year.

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## RESERVATIONS

In addition to any other reservations made herein, 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 ALEA determines to be in the best interest of the state and ALEA. All services may be awarded to one (1) professional service provider or ALEA may award different services described in the RFP to different providers.

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 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 ALEA and is to provide 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 ALEA.

## GRANT TERMS AND CONDITIONS

**Applicable Federal Regulations and Guidance:** The Sub-Grantee and the Equipment Recipient or Sub-Recipient must comply with the Code of Federal Regulations (CFR), as applicable: 2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, and 230. The Sub-Grantee and Equipment Recipient or Sub-Recipient must comply with Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial Organizations. The Sub-Grantee and Equipment Recipient must comply with all applicable guidelines and requirements in the Funding Opportunity Announcement for these funds.

**Audit Requirements:** The Sub-Grantee and Equipment Recipient or Sub-Recipient agree to comply with the requirements of OMB Circular A-133. Further, records with respect to all matters covered by this award shall be made available for audit and inspection by ALEA and/or any of its duly authorized representatives. If required, the audit report must specifically cite that the report was done in accordance with OMB Circular A-133. If a compliance audit is not required, a written certification must be provided at the end of each audit period stating that the Sub-Grantee has not expended the amount of federal funds that would require a compliance audit. The Sub-Grantee agrees to accept these requirements.

**Bidding Requirements:** The Sub-Grantee and the Equipment Recipient or Sub-Recipient must comply with proper competitive bidding procedures as required by 2 CFR 200 Subpart D (formerly OMB Circular A-102) or OMB Circular A-110, as applicable, and pertinent provisions of the Code of Alabama, including, but not limited to, Section 11-47-6. Failure to follow the Federal, State and local required bidding procedures will result in purchases not being eligible for reimbursement with federal funds.

**Personnel and Travel Costs:** The FEMA/DHS Notice of Funding Opportunity is the source document for all Homeland Security Grant Program related financial matters, including personnel and travel costs. The Sub-Grantee must comply with the provisions in this guide. This guide has been distributed by ALEA annually during the past several years and is available online and upon request. Personnel and travel costs must comply with local, State and Federal policies and procedures, and policies must be applied uniformly to travel costs. Travel costs must not exceed the rate set by State regulation; *however, at no time can the travel and lodging rates exceed the federal rates established by the U.S. General Services Administration (GSA)*. Also note that the FEMA/DHS Notice of Funding Opportunity provides a listing of unauthorized expenses. Be advised that tips while on travel are not allowable and food/beverage expenses are restricted.

**Financial Responsibility:** The financial responsibility of the Sub-Grantee must be such that the Sub-Grantee can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems shall meet the following minimum criteria:

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Accounting records should provide information needed to adequately identify the receipt of funds under each award and the expenditure of funds for each award.

Entries in accounting records should refer to subsidiary records and/or documentation which support the entry, and which can be readily located.

The accounting system should provide accurate and current financial reporting information.

The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency, and encourage adherence to prescribed management policies.

**Performance:** Funds may be terminated, or fund payments discontinued by ALEA where it finds a substantial failure to comply with the provisions of the legislation governing these funds or regulations promulgated, including those award conditions or other obligations established by ALEA. In the event the Sub-Grantee or the Equipment Recipient or Sub-Recipient fails to perform the services described herein and has previously received an award from ALEA, the full amount of the payments made shall be reimbursed to ALEA. However, if the services described herein are partially performed, and the Sub-grantee has previously received financial assistance, then a proportional reimbursement shall be made to ALEA for payments made.

**Debarment Certification:** With the signing of the cooperative agreement, the Sub-Grantee and the Equipment Recipient or Sub-Recipient agrees to comply with Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions" form. The Sub-Grantee and the Equipment Recipient (Sub-Recipient) agrees to be registered and active without any exclusions within the federal database, the System for Award Management (SAM) as outlined in the FEMA/DHS Notice of Funding Opportunity Guide.

**Publications:** The Sub-Grantee agrees that all publications created with funding under this award shall prominently contain the following statement: "This Document was prepared under a grant from the Office of Grants & Training (G&T), FEMA. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of G&T or the Federal Emergency Management Agency/Department of Homeland Security". The Sub-Grantee also agrees that one copy of any such publication will be submitted to ALEA to be placed on file and distributed as appropriate to other potential interested parties. ALEA may waive the requirement for submission of any specific publication upon submission of a request providing justification from the Sub-Grantee.

**National Incident Management System (NIMS):** The SAA met the NIMS compliance requirements in order to receive FY17 Homeland Security Grant Program funding. The jurisdictions and agencies that have complied with NIMS requirements by the annual deadline are also eligible to receive FY17 Homeland Security Grant Program funding.

The Sub-Grantee of FY17 Homeland Security Grant Program funding (i.e., those that met the NIMS compliance requirements) may only allocate Homeland Security Grant Program funding for those cities, towns, and agencies that also met the annual NIMS requirements. The listing of NIMS compliant jurisdictions and agencies will be documented, maintained, and distributed by the NIMS point of contact at AEMA.

If any Sub-Grantee allocates Homeland Security Grant Program funding for a city, town or agency that is not NIMS compliant, the reimbursement claim will not be processed by ALEA and the claim will be returned without action.

**Budget Detail Worksheet (BDW):**

The Sub-Grantee will submit a BDW to the Alabama Law Enforcement Agency (ALEA). The Sub-Grantee must receive approval of the BDW in writing from ALEA prior to obligating funds,

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making commitments, or purchasing any of the requested items. The BDW submitted by the Sub-Grantee will provide a complete and detailed description of the items to be purchased (equipment, training, and exercises), and will also provide a valid estimate of the actual quantities and costs for the items. The items listed on the BDW must be allowable in accordance with the FEMA/DHS Homeland Security Grant Program guidance. Any equipment requested must also be listed on the current version of the Authorized Equipment List (AEL). Additionally, a revised BDW must be submitted for addition or deletion of any items from the original worksheet. If additions, deletions, or changes in cost total \$1,000.00 or more, submission of project revision and BDW is required to be submitted to ALEA for written approval. Electronic copies of BDW must be submitted within 60 days of receipt of this award. The electronic BDW is a requirement in addition to the paper copy that is submitted.

In regard to Law Enforcement, the Sub-Grantee agrees to spend the appropriate percentage of this award in compliance with FEMA/DHS Homeland Security Grant Program guidance and ALEA special instructions. Additionally, the dollar amount and overall percentage for Law Enforcement expenditures will be documented in a letter and submitted with the BDW.

**Overtime and Backfill:** Sub-Grantees must read and comply with the funding restrictions provided in FY16 Homeland Security Grant Program guidance. A summary of the funding restrictions pertaining to overtime is provided below. Overtime will not typically be authorized and all requests for overtime must be coordinated in advance and approved by ALEA.

**Organizational Overtime:** Overtime costs are allowable for personnel to participate in information, investigative, and intelligence sharing activities specifically related to homeland security and *specifically requested by a Federal agency*. Allowable costs are limited to overtime associated with federally requested participation in eligible fusion activities including anti-terrorism task forces, Joint Terrorism Task Forces (JTTFs), Area Maritime Security Committees (as required by the Maritime Transportation Security Act of 2002), US DHS Border Enforcement Security Task Forces, and Integrated Border Enforcement Teams.

**Operational Overtime:** In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism, operational overtime costs are allowable for increased security measures at critical infrastructure sites during US DHS-declared periods of increased security. Subject to these elevated threat level conditions, HSGP funds requested for organizational costs may be used to support select operational expenses associated with increased security measures at critical infrastructure sites. In order to expend HSGP funds on operational overtime costs, prior approval in writing must be provided by the FEMA Sub-Grantee. Consumable costs, such as fuel expenses, are *not allowed* except as part of the standard National Guard deployment package. Unless Sub-Grantee is a part of the Operation Stonegarden in conjunction with FEMA/DHS and Office of Border Patrol and Customs.

**Reporting Requirement:** The Sub-Grantee agrees to submit Quarterly Reporting to ALEA, fifteen (15) days after the end of each quarter. The Sub-Grantee agrees to submit a Final Report thirty days (30) after the grant end date.