



## State of Alabama Solicitation

<b>Solicitation</b> RFP 079 25000000001	<b>Document Phase</b> Final	<b>Document Description</b> Needs Assessment, strategic planning and implementation
<b>Procurement Folder</b> 2052501	<b>Creation Date</b> 10/08/24	<b>Print Date</b> 11/05/24

## Request for Proposals

### CONTACTS

Contact	Name	E-mail	Phone
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<b>Issuer:</b>	Eria White	eria.white@ece.alabama.gov	334-451-5655
<b>Buyer:</b>	Eria White	eria.white@ece.alabama.gov	334-451-5655

**Bids will be accepted from:** 11/08/24

**to:** 12/16/24

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

### COMMODITY INFORMATION

<b>Group:</b> 1	<b>Line:</b> 1	<b>Line Type:</b> Service
<b>Commodity Code:</b>	PRF08000001	<b>Quantity:</b>
<b>Commodity Description:</b>	CONSULTING SERVICES	<b>Unit:</b>
<b>Extended Description:</b>		
CONSULTING SERVICES		

### SHIPPING AND BILLING

#### Shipping

DEPT OF EARLY CHILDHOOD EDUCATION  
Eria White / 334-451-5655  
445 Dexter Ave  
Suite 2050  
MONTGOMERY, AL 36104  
USA

**Delivery Date:**

#### Billing

DEPT OF EARLY CHILDHOOD EDUCATION  
Eria White / 334-451-5655  
P O Box 302755  
445 Dexter Ave, Suite 2050  
MONTGOMERY, AL 36130-2755  
USA

**Delivery Type:**

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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 PARTCIPATION. 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 Reponses 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

### **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.

### **42. Compliance with Ala. Act No. 2023-409.**

In compliance with Ala. Act No. 2023-409, by signing this contract, Supplier provides written verification that Supplier, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act. Under Section 2 of the Act, the written verification may be waived if the contracting governmental entity determines based on cost and quality factors that such a waiver is clearly in the best interest of the public.

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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**Honorable Kay Ivey, Governor**  
**Jan C. Hume, Ph.D., Acting Secretary**



Honorable Kay Ivey, Governor  
 Barbara J. Cooper, Ph.D., Secretary

## Request for Proposal

### NEEDS ASSESSMENT, STRATEGIC PLANNING, AND LEADERSHIP DEVELOPMENT PROJECT

Inquiries and response submissions related to this RFP are to be addressed to:

Scott Burbank  
 Chief Financial Officer  
 Alabama Department of Early Childhood Education  
 Email: [scotte.burbank@ece.alabama.gov](mailto:scotte.burbank@ece.alabama.gov)

### Deadline

**Proposals must be received no later than 5 p.m. on December 16, 2024.**

Proposals without any of the following documents will not be reviewed. The proposal package must contain the following:

1. All proposals should be submitted via email. The proposal must be signed by an official authorized to legally bind the vendor to the information provided.
2. A vendor must be currently registered with The Alabama Department of Finance, Division of Purchasing as a state vendor and provide a vendor number. [purchasing.alabama.gov](http://purchasing.alabama.gov)
3. The vendor must complete the affidavit for business entity/employer/vendor. Verification of enrollment in E-verify should be presented on the form found at [alison.legislature.state.al.us/files/pdf/joint/contract\\_review/Certificate\\_of\\_Compliance.pdf](http://alison.legislature.state.al.us/files/pdf/joint/contract_review/Certificate_of_Compliance.pdf).
4. The vendor must complete the Immigration Status form confirming all workers are authorized to be employed within the United States found at [alison.legislature.state.al.us/files/pdf/joint/contract\\_review/IMMIGRATION\\_STATUS\\_form.pdf](http://alison.legislature.state.al.us/files/pdf/joint/contract_review/IMMIGRATION_STATUS_form.pdf).
5. The vendor must complete the Disclosure Statement form ensuring a real or apparent conflict of interest is not involved found at [alison.legislature.state.al.us/files/pdf/joint/contract\\_review/AL\\_Vendor\\_Disclosure\\_Statement.pdf](http://alison.legislature.state.al.us/files/pdf/joint/contract_review/AL_Vendor_Disclosure_Statement.pdf).

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## **Section 1.00 Administrative Overview**

### **1.1 Purpose and Background**

#### **Purpose**

The Alabama Department of Early Childhood Education (ADECE) is soliciting proposals for a vendor to facilitate an updated needs assessment, utilize data from needs assessment to revise the ADECE strategic plan, and conduct leadership development programs for the department. These activities are in support of

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strengthening existing early childhood programs in a mixed delivery system across the state and to provide children and their families with access to high-quality early childhood education and care from birth through age eight.

The needs assessment will guide planning and investments in the early childhood workforce as well as expanding access to high-quality early childhood care and education programs through a mixed delivery system to address changing demographics, resources, and needs. The needs assessment update should include consultation with families, providers, and administrators from early childhood programs throughout the state.

The updated strategic plan will provide measurable goals and indicators of success as well as provide the roadmap for the department to meet the evolving needs of children and families across the state. The plan should recommend opportunities for collaboration, coordination, partnership, and continuous quality improvement across the state's early childhood system of programs and services. The ADECE expects that the selected provider will facilitate implementation of the existing and revised departmental strategic plan.

The leadership development programs are expected to provide opportunities for members of the department's leadership staff to work across programs and services to ensure that families, children, and the early childhood education (ECE) workforce are receiving services that are coordinated and to reduce the amount of duplication and/or red tape in accessing programs and services. The leadership development component of this work will have as one of its outcomes key performance indicators for each departmental program. Additionally, the leadership development program will support the collaboration and cooperation among the programs and their staff members. Finally, the leadership development program will support the continued success of programs and services by building leadership from within the organization.

### **Background**

The Alabama Department of Early Childhood Education is a cabinet level agency in the executive branch of Alabama's state government. The ADECE administers the nationally recognized high-quality voluntary state pre-kindergarten program, First Class Pre-K and strives to provide a strong foundation for children to enter the K-12 system with the best possible chances for success.

In addition to the First Class Pre-K program, the ADECE administers the First Teacher Home Visiting program, statewide implementation of the Dolly Parton's Imagination Library, Head Start Collaboration Office, the Strong Start Strong Finish initiative, Alabama Quality STARS in collaboration with the Alabama Department of Human Resources, and the state and county Children's Policy Councils.

The current ADECE strategic plan, branded as the "90 by 5 Plan," incorporates all services within the department as well as partnerships with other state agencies to provide services to children and families. The plan focuses on the fact that 90% of a child's brain develops before they are five years old, and the ADECE takes seriously its role in supporting children, families, teachers, and communities in ensuring that all children in Alabama have the best possible foundation from the ages of birth to five.

The ADECE expects to consider only vendors that demonstrate a working knowledge and understanding of the multiple components and agencies involved in the state's early childhood care and education system and that have a proven record of successful facilitation of needs assessment and strategic planning processes in state government and/ or state early childhood systems.

This program of work is a continuation of the work previously funded through the Preschool Development B-5 Grant program. Vendors are expected to provide services consistent with previous work and utilize the previous years' data to inform the updated needs assessment and strategic plan.

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The ADECE desires to begin the project in February 2025, and welcomes recommendations for provision and successful implementation calendar for the needs assessment and strategic plan updates as well as the leadership development curriculum and training.

## **1.2 Anticipated Timetable**

December 2, 2024	Question Submission Deadline
December 6, 2024	Question Responses Due
December 16, 2024	Proposal Submission Deadline
December 17, 2024	Evaluation Process Begins
December 30, 2024	Vendor Selection is sent to CPO for Intent to Award

## **1.3 Proposal Evaluation**

An Evaluation Team will review the proposals and make a recommendation. The criteria listed below will be used to evaluate the proposals for the purpose of ranking them in relative position based on how fully each proposal meets the requirements of this RFP.

Evaluation Criteria:

Detailed Description of Duties and Delivery of Service – up to 40pts possible – 40%  
Vendor provides a clear solution, capacity, plans, and tools to manage and implement the project.

Vendor Qualifications and Experience - up to 50pts possible - 50%  
Vendor meets the mandatory minimum qualifications and provides a narrative of experience.

Budget Proposal – up to 10pts possible - 10%  
Vendor provides a cost proposal that is technically sound, cost-effective, includes cost options for each required activity and deliverable.

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### **Best and Final Offers**

ADECE may either accept a vendor's initial proposal by award of a contract or enter into discussions with vendors whose proposals are deemed to be reasonably acceptable consideration for award. After discussions are concluded, a vendor may be allowed to submit a "Best and Final Offer" for consideration in a manner and method prescribed by ADECE. By submitting a proposal each vendor accepts and agrees to all conditions and requirements herein.

ADECE will make all decisions regarding evaluation of the proposal. ADECE reserves the right to judge and determine whether a request is compliant with and has satisfactorily met the requirements of the RFP. ADECE reserves the right to waive technical and other defects if, in its judgment, the interest of ADECE so requires. Any further information disclosed about the RFP during this process will be provided to all vendors in a manner and method prescribed by ADECE.

For the purpose of verifying the contents of the proposal, ADECE may request additional information, vendor interviews, and content presentations or materials. Discussions may be conducted with vendors that submit proposals determined to be reasonably suitable of being selected for the purpose of clarifying and assuring full cooperation in meeting the required terms. ADECE reserves the right to reject at its sole discretion the proposals it deems non-cooperative proposals.

### **Rejection of Proposal**

ADECE reserves the right to reject any or all proposals which are deemed to be non-responsive, late in submission, or unsatisfactory in any way. ADECE shall have no obligation to award a contract for work, goods and/or services as a result of this RFP.

Qualified bidders aggrieved in connection with the solicitation of a contract may protest to the Chief Procurement Officer. *See generally* State of Alabama Department of Finance Administrative Code Regulations at [finance.alabama.gov/media/rnii4ga1/administrative-code-355-4-1-01-thru-06.pdf](http://finance.alabama.gov/media/rnii4ga1/administrative-code-355-4-1-01-thru-06.pdf).

### **Confidentiality**

All information contained in the RFP is considered to be the exclusive property of ADECE. Recipients of this RFP are not to disclose any information contained within the RFP unless such information is publicly available. This RFP is provided for the sole purpose of allowing vendors to respond to these specifications.

### **Selection Process**

ADECE will recommend a vendor to the CPO the vendor that provides the most technically sound and cost-effective proposal that best fits the needs of ADECE. The vendor product will be evaluated primarily on the scope of the services linked to associated costs as detailed in the RFP. RFPs will be reviewed to ascertain that minimum requirements have been met. ADECE reserves the right to conduct discussions with potential vendors in order to clarify information contained in their proposals, but ADECE has no obligation to do so. The vendor will provide notice to ADECE any partnership with another firm to provide parts of the solution; however, the vendor must provide management of the partner and is responsible for all project performance. Any subcontractor or partner will be subject to the same vetting process as the vendor, and the vendor is responsible for ensuring that each subcontractor acknowledges and is contractually bound by the staffing plan and other commitments listed in this RFP. Unless provided by law, nothing in this RFP shall be construed to create any legal obligation on the part of ADECE or any respondents. In partnership with the CPO, ADECE reserves the right to amend, suspend, terminate, or reissue the RFP in whole or in part, at any stage. In no event shall ADECE be liable to respondents for any cost or damages incurred in connection with the RFP process, including, but not limited to, any and all costs of preparing a response to this RFP or any other costs incurred in reliance on this RFP. No respondent shall be entitled to repayment from ADECE for any costs,

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expenses, or fees related to the RFP. All supporting documentation submitted in response to the RFP will become the property of ADECE. Respondents may also withdraw their interest in the RFP, in writing, at any point in time, as more information becomes known. If, within the confines of this RFP, the vendor provides intellectual property be it understood that all RFP contents are subject to Open Records Act laws and thus are subsequently in the public domain.

### **Intent to Award**

Division of Procurement will send out an intent to award to participating suppliers, defining the protest period. The Chief Procurement Officer is the awarding authority and as such is a signatory on the agreement/contract.

### **Disclaimer Notice**

ADECE shall not be liable for any costs associated with the preparation of proposals or negotiations of a contract incurred by any party.

### **Availability of Funds**

It is expressly understood and agreed that the obligations of ADECE to proceed is conditioned upon the continued availability of funds that may be expended for these purposes.

## **1.4 Conditions and Terms**

### **Term of Contract, Renewal, and Extension Option**

1. The initial contract period pursuant to this RFP shall be for a contract period of up to 11 months with an option to issue a second, third, fourth and fifth 12-month agreement under the pricing, terms and conditions established in the vendor's proposal and agreed upon by ADECE. Contract and contract renewals must be signed by the CPO and Governor, and reviewed by contract review before it is effective.
2. The vendor shall be fully prepared to commence work after full execution of the contract by parties and the receipt of required governmental approvals.
3. Prior to each renewal, ADECE may subjectively consider the value of the contract to the state and the vendor's performance under the contract.
4. If ADECE determines changes to a contract document are required as a condition to renewal, the ADECE and vendor will cooperate in good faith to evidence such required changes in an Amendment.

### **Mutual Responsibilities**

ADECE and vendor agree that:

- # Neither party grants the other the right to use any trademarks, trade names, or other designations in any promotion or publication without express written consent by the other party;
- # This is a non-exclusive contract, and each party is free to enter into similar agreements with others;
- # Each party grants the other only the licenses and rights specified in the contract document and all other rights and interests are expressly reserved; and except as otherwise set forth herein, where approval, acceptance, consent, or similar action by either party is required under this contract, such action shall not be unreasonably delayed or withheld.

### **ADECE's Reservation of Rights**

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ADECE reserves the right to:

- # Reject any or all proposals received in response to the RFP;
- # Withdraw the RFP at any time, at the agency's sole discretion;
- # Recommend an award to the Chief Procurement Officer;
- # Disqualify any vendor whose conduct and/or proposal fails to conform to the requirements of the RFP;
- # Seek clarifications of proposals; • overlook minor discrepancies;
- # Use proposal information obtained through site visits, management interviews and state's investigation of a vendor's qualifications, experience, ability or financial standing, and any material or information submitted by the vendor in response to the agency's request for clarifying information during evaluation and/or selection under the RFP;
- # Prior to the proposal opening, amend the RFP specification to correct errors or oversight, or to supply additional information, as it becomes available. Any and all changes will be posted in STAARS;
- # Prior to the proposal opening, direct vendors to submit proposal modifications addressing subsequent RFP amendments. Any and all changes will be posted in STAARS;
- # Change any of the scheduled dates;
- # Negotiate with the vendor within the scope of the RFP in the best interests of the state;
- # Conduct contract negotiations with the next responsible proposer, should the agency be unsuccessful in negotiating with the selected vendor;
- # Utilize any or all ideas submitted in the proposals received;
- # Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors in order to assure a full and complete understanding of a vendor's proposal and/or to determine a vendor's compliance with the requirements of the solicitation; and to request best and final offers.

### Considerations and Other Issues

1. Upon completion or termination of the contract awarded as a result of this RFP, the vendor will use its best efforts to assist ADECE in completing a seamless transition to any successive vendor and/or ADECE, including, but not be limited to, assisting ADECE in developing and implementing a feasible transition plan in advance of the anticipated expiration, cancellation, or termination of the contract.
2. The vendor agrees to cooperate fully with any vendor and ADECE and refrain from any activity that would interfere with the implementation of the transition plan and a seamless transition. The vendor shall provide all items, reports, materials, data, and equipment owned by ADECE in the vendor's possession, and any information useful to and requested by ADECE in developing an RFP for a vendor, prior to the expiration, cancellation, or termination of the contract.

### Privacy Considerations

- # The vendor, vendor staff, and subcontractors participating in any aspect of this project agrees to comply with all state and federal laws relating to student data and privacy, including the Family Educational Rights and Privacy Act (FERPA).
- # The vendor shall safeguard the confidentiality and integrity of all data received pursuant to this project, place limitations on its use, and maintain compliance with all applicable privacy laws.
- # The vendor shall establish appropriate administrative, technical and physical safeguards to ensure the security and confidentiality of all student data.
- # In addition to FERPA the vendor agrees to comply with other Federal legislation with regards to student privacy to include but not limited to:
- # The Protection of Pupil Rights Amendment (PPRA)
- # Children's Online Privacy Protection Act (COPPA)
- # Health Insurance Portability and Accountability Act of 1996 (HIPAA)
- # The vendor will comply with the Privacy Act of 1974, 5 U.S.C. § 552a

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## **Section 2.00 Scope**

### **2.1 Scope of Work**

As a cabinet-level department, the ADECE seeks proposals for a professional services provider to support and conduct a needs assessment, strategic planning, and staff leadership development. This project has, at minimum, the following activities and specifications:

1. Conduct a targeted follow-up needs assessment and update the ADECE strategic plan;
2. Facilitate the development of measures of effectiveness of the strategic plan;
3. Implement activities that support the strategic plan, based on needs assessment, including collaboration, coordination, and quality improvement activities among existing programs;
4. Conduct leadership development activities in support of implementation of Strategic Plan goals and objectives; and
5. Conduct planning session(s), including instructional implementation, coordination, and communications.

Deliverables include, but are not limited to the following:

- # Documentation of inclusion of voices from families, providers, and agency partners in the updated needs assessment;
- # Updated strategic planning documents;
- # Key Performance Indicators (KPI's);
- # Leadership development sessions for existing leadership team members and program leaders; and
- # Mixed cohort leadership academy to develop and grow leaders from within the department.

### **2.2 Scope of Procurement**

The vendor will be expected to provide the appropriate onsite resources at any given time during the implementation based on the current needs of the project. Building access, work hours, and any offsite work must be approved in advance by ADECE. Members of the vendor's implementation team shall provide their own PCs.

The vendor will designate a project manager who will be the primary point-of-contact with ADECE during the implementation. The project manager will be responsible for all project activities performed by the vendor and the vendor's team. Although it is not necessary for the vendor project manager to be onsite during the implementation, he or she must be readily accessible via email or phone in order to provide adequate turnaround on ADECE questions or requests.

ADECE will also designate a project manager for the duration of the project who will work with the vendor to complete tasks.

The contract will be for an initial one year, with the option to renew for four additional one year terms. The duration of the initial contract will be from February 1, 2025 – December 31, 2025. All services must be provided by the vendor and cannot be subcontracted to a third-party vendor. Invoices will be billed monthly. Inability or refusal to perform duties, responsibilities, and expectations as outlined below will establish grounds for contract termination. Subsequent phases of the project are subject to Legislative approval.

All proposals should be submitted by email to [scotte.burbank@ece.alabama.gov](mailto:scotte.burbank@ece.alabama.gov).

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## **Section 3.00 General Requirements**

### **3.1 Requirements of Proposal**

The vendor must provide the following mandatory information. Failure to provide this information may be cause for the proposal to be rejected. Qualifications, experience, and cost will be evaluated for contract award. E-verify information is required to be submitted for all employees to include contractors of the vendors if necessary and applicable. This section should be no more than five pages. For all attachments (excluding application forms), please use single spaced, Times New Roman font, one-inch margins, and a font size of 12.

#### **Part I: Title Page**

The title page shall serve as the first page of the vendor's proposal. The vendor shall complete the title page and attach it to the proposal in response to the RFP. The title page accompanying the proposal must include the name of a contact person, title, address, phone number, and email address for the authorized official signing the documents.

#### **Part II: Vendor Qualification and Experience**

Vendor shall provide satisfactory evidence of the vendor's capability to coordinate the types of activities and to provide the services described in the RFP in a timely manner. Special attention should be given to the discussion of qualifications. The discussion shall include a description of the vendor's background and relevant experience as related to the required activities in the RFP. Including 3-5 references is encouraged.

#### **Part III: Services Provided**

Vendor shall provide a detailed plan describing how the services will be performed to meet the requirements of the RFP. The description shall encompass the requirements of this RFP. The response must be prepared and organized in a clear and concise manner that is easily understandable.

#### **Vendor Organizational Structure**

Describe your organizational structure and explain how your organization qualifies to be responsive to the requirements of this RFP.

#### **Executive Summary**

An executive summary is required. This summary will condense and highlight the contents of the vendor's proposal.

#### **Part IV: Budget**

The vendor shall include the fee structure and pricing for the services/program. The vendor shall submit a cost proposal in addition to other required information.

Flat rates for half and/or whole day training sessions should be inclusive of travel and/or supplies and materials costs and identify if the training is in person or virtual, and the proposed number of participants. Flat rates for consulting, coaching, and/or professional services should stipulate the cost per hour and the proposed number of hours. Project costs must include all proposed necessary charges to be made by the grantee in accomplishing the objectives of the grant during the specified grant period (initial grants are generally for a one-year period unless otherwise noted).

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All costs incurred by the vendor for proposal preparation and participation in this competitive procurement shall be the sole responsibility of the vendor. ADECE shall not reimburse any vendor for any such costs. The vendor must submit a payment plan relating payment to the specific activities and deliverables for the project. The payment plan is subject to modification and approval by the State. All fees and costs are to be stated in United States currency.

## **Section 4.00 General Terms and Conditions**

### **4.1 Governance**

This RFP and its terms shall be governed and construed according to the laws of the State of Alabama. Any dispute arising out of this RFP shall be brought in the State of Alabama, with venue in Montgomery County, Alabama. Vendors agree to comply with all applicable federal and state laws and regulations.

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## 4.2 Immigration

The proposal must contain a statement that the firm is aware of and in compliance with the requirements of the Beason-Hammon Alabama Taxpayer and Citizen Protection Act; a statement that the vendor is enrolled in the E-Verify as required by Section 31-13-9 (b), Code of Alabama 1975, as amended: **BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT**

### Compliance

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act (31-13-1 et seq, Code of Alabama, 1975 as amended by Act 2012-491) regulates illegal immigration in the State of Alabama. All contracts with the State or political subdivision thereof must fully comply with each provision as provided by law.

A proposal must include a statement that the vendor has knowledge of this law and is in compliance. Before a contract is signed, the vendor awarded the contract must submit a Certificate of Compliance using the form at Appendix A. E-Verify enrollment can be accomplished at the website of the United States Department of Homeland Security at [uscis.gov](http://uscis.gov).

See Section 10 for additional language required by Section 10(k) of the Act to be included in the contract.  
*Rev.5-24-13*

## 4.3 Conflict of Interest

The vendor attests that no employee, officer, or agent of the vendor shall participate in the selection, award, or administration of a contract if a real or apparent conflict of interest may be involved. A conflict would arise when the employee, officer, agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein has a financial or other interest in the organization selected for an award. The officers, employees, and agents of the vendor, if selected as the career planning system vendor, shall neither award nor offer gratuities, favors, nor anything of monetary value from vendors or subcontractors.

## 4.4 Discrimination

### Alabama Non-Discrimination Statement:

No person shall be denied employment, be excluded from participation in, be denied the benefits of, or be subjected to discrimination in any program or activity on the basis of disability, gender, race, religion, national origin, color, age, genetic information, or any other category protected under the law. Ref: Sec. 1983, Civil Rights Act, 42 U.S.C.; Title VI and VII, Civil Rights Act of 1964; Rehabilitation Act of 1973, Sec. 504; Age Discrimination in Employment Act; the Americans with Disabilities Act of 1990 and the Americans with Disabilities Act Amendments Act of 2008; Equal Pay Act of 1963; Title IX of the Education Amendment of 1972; Title II of the Genetic Information Nondiscrimination Act of 2008. Title IX Coordinator, P.O. Box 302101, Montgomery, Alabama 36130-2101 or call (334) 694-4717.