ALABAMA DEPARTMENT OF HUMAN RESOURCES

REQUEST FOR PROPOSALS

PROCUREMENT INFORMATION	
RFP Number: 2009-110-01	**RFP Title:** ***Learning Management System/Distance Learning***
Proposal Due Date and Time: ***Tuesday, July 07, 2009*** **12:00 p.m., Central Time**	**Number of Pages: 30**
Procurement Officer: **Starr Stewart, Director** **Phone: (334) 353-4744** **E-mail Address: starr.stewart@dhr.alabama.gov** **Website: http://www.dhr.alabama.gov**	**Issue Date:** ***Tuesday, May 26, 2009***
	Issuing Division: ***Field Administration/Training***

INSTRUCTIONS TO VENDORS	
Submit Proposal to: **Starr Stewart, Director** **Policy, Planning and Research** **Alabama Department of Human Resources** **Gordon Persons Building, Room 2344** **50 Ripley Street** **Montgomery, AL 36130-4000**	**Label Envelope/Package:** **RFP Title/Number:** ***Learning Management System/Distance Learning*** **/2009-110-01** **Proposal Due Date:** ***Tuesday, July 07, 2009***
	Special Instructions:

VENDOR INFORMATION

(Fill in the information fields below and return this form with RFP response)

Vendor Name/Address:	**Authorized Vendor Signatory:** **(Please print name and sign in ink)**
Vendor Phone Number: ( )	**Vendor FAX Number: ( )**
Vendor Federal I.D. Number:	**Vendor E-mail Address:**
Indicate whether this proposal is an original or a copy. ☐ **Original** ☐ **Copy**	
Trade Secret Declarations: (reference section/page(s) of trade secret declarations)	

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VENDOR'S RFP CHECKLIST

1. _____ **Read the *entire* document.** Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; licensing requirements; contractual requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).

2. _____ **Note the procurement officer's name, address, phone numbers and e-mail address.** This is the only person you are allowed to communicate with regarding the RFP.

3. _____ **Attend the pre-proposal conference** if one is offered. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the Department of any ambiguities, inconsistencies, or errors in the RFP.

4. _____ **Take advantage of the "question and answer" period.** Submit your questions to the procurement officer by the due date listed in the Schedule of Events and view the answers given in the formal "addenda" issued for the RFP. All addenda issued for an RFP are posted on the Department's website at www.dhr.alabama.gov and will include all questions asked and responses concerning the RFP.

5. _____ **Follow the format required in the RFP** when preparing your response. Provide pointby-point responses to all sections in a clear and concise manner.

6. _____ **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don't assume the Department or evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the Department. The proposals are evaluated based solely on the information and materials provided in your response.

7. _____ **Use the forms provided**, i.e., cover page, budget forms, certification forms, etc.

8. _____ **Check the Department's website for RFP addenda.** It is the Vendor's responsibility to check the Department's website at www.dhr.alabama.gov for any addenda issued for this RFP, no further notification will be provided.

9. _____ **Review and read the RFP document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. The copies are provided to the evaluation committee members and will be used to score your response.

10. _____ **Submit your response on time.** Note all the dates and times listed in the Schedule of Events and within the document, and submit all required items on time. Late proposal responses are ***never*** accepted.

This checklist is provided for assistance only and should not be submitted with Vendor's response.

SCHEDULE OF EVENTS

The following RFP Schedule of Events represents the Department's best estimate of the schedule that will be followed. Unless otherwise specified, the time of day for the following events shall be between 9:00 a.m. and 12:00 p.m., Central Time. The Department reserves the right, at its sole discretion, to adjust this schedule, as it deems necessary. Notification of any adjustment to the Schedule of Events shall be posted on the Department's website at www.dhr.alabama.gov as detailed in Section 1.5.3 of this RFP. ***Vendors should refer to the website periodically for changes to the RFP.***

EVENT	DATE
RFP Issue Date	**May 26, 2009**
Deadline for Receipt of Written Questions	**June 09, 2009**
Deadline for Posting of Written Responses to Questions	**June 16, 2009**
Proposal Due Date	**July 07, 2009**
Evaluation of Proposal and Selection of Vendors	**July 21 – 24, 2009**
Notification of Vendor Interviews/Product Demonstrations	**August 07, 2009**
Vendor Interviews/Product Demonstrations	**August 18-20, 2009**
Intended Date for Notice of Intent to Award a Contract	**September 01, 2009**

SECTION 1: PROJECT OVERVIEW AND INSTRUCTIONS

1.0 PROJECT OVERVIEW

The ALABAMA DEPARTMENT OF HUMAN RESOURCES, (hereinafter referred to as "the Department" or "DHR") seeks a qualified Vendor to install, brand, and host **Moodle**, an open source ***Learning Management System*** *(LMS)*. Moodle is a free web application that supports create effective online learning sites. The Department is aware that there are other free open sources that may meet the requirements identified in this procurement document. Therefore, in additional to the Moodle application, Vendors are encouraged to propose an optional application if one is known and is thought to meet all of the Department's needs.

Proposed services must include provisions for a help desk, LMS upgrades, nightly backups, semi-monthly updates from the state database via (typically) text file, and emergency restoration. A more complete description

of the services sought for this project is provided in *Section 3, Scope of Project*. Proposals submitted in response to this solicitation must comply with the instructions and procedures contained herein.

1.1 ELIGIBLE ENTITIES

Eligible entities may include governmental agencies, faith-based organizations, non-governmental public or private organizations and individuals who: 1) are legally authorized to conduct business within the State of Alabama; 2) possess a high degree of professional skill in the area of service described in this document; 3) possess the skills needed to perform the services described in this RFP; and, 4) meet the terms and conditions of the RFP. In addition, applicants must demonstrate the ability to manage Department funds in accordance with Federal and State regulations and guidelines.

1.2 REQUIRED LICENSURE/CERTIFICATION/CREDENTIAL

1.3 CONTRACT TERM

The contract term is for a period of **one (1)** year beginning ***October 01, 2009*** and ending ***September 30, 2010***. Renewals of the contract, as agreed upon by both parties, may be made at one-year intervals, or any interval that is advantageous to the Department, not to exceed a total of two (2) years, at the option of the Department.

1.4 POINT OF CONTACT

From the date this Request for Proposal (RFP) is issued until the Vendor selection is announced, all communication must be directed to the procurement officer in charge of this solicitation. **Vendors must not communicate with any Department staff or officials regarding this procurement with the exception of the procurement officer.** Any unauthorized contact will disqualify the Vendor from further consideration. Contact information for the point of contact is as follows:

Starr Stewart, Director Policy, Planning and Research
Alabama Department of Human Resources
50 Ripley Street, Room 2344 Montgomery, AL 36130-4000
Telephone Number: (334) 353-4744
E-mail Address: starr.stewart@dhr.alabama.gov

1.5 REQUIRED REVIEW

1.5.1 REVIEW RFP

Vendors should carefully review the instructions, mandatory and general requirements, project specifications, and the standard terms and conditions in this RFP. After a thorough review of the RFP, if the Vendor identifies any ambiguity, inconsistency, unduly restrictive specifications, or error, promptly notify the procurement officer identified above in writing, via e-mail or courier by the deadline for receipt of questions as stated in the Schedule of Events.

1.5.2 VENDOR'S QUESTIONS

Vendors with questions or requiring clarification regarding any section of this RFP must reference the RFP by title and number and submit written questions via e-mail or courier to the procurement officer referenced above by 3:00 p.m. (CST) ***Tuesday, June 09, 2009***. Each question must reference the section, page, and item in question. Vendors must submit all questions posed in a single email message to the procurement officer. Questions received after the deadline will not be considered.

1.5.3 DEPARTMENT'S RESPONSES

The Department will provide an official written answer by ***Tuesday, June 16, 2009*** to all questions received by *June 09, 2009*. The Department's response will either provide clarification of the applicable issue or be in the form of a correction to this RFP. Vendor questions and the Department's responses, as well as any formal written addendum will be posted on the Department's website at www.dhr.alabama.gov by the close of business on the date listed.

1.6 MANDATORY REQUIREMENTS

All requirements described in this RFP are considered mandatory. Vendor's proposals ***must*** meet all general and mandatory requirements to be eligible for consideration. The Department will determine whether a Vendor's proposal complies with the requirements. Proposals that do not meet all requirements listed in this RFP may be subject to point reductions during the evaluation process or may be deemed non-responsive. Proposals that do not meet the requirements 1.6.1 through 1.6.5 will be deemed non-responsive and no other consideration will be given.

1.6.1 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must adhere to the format requirements and must be received by the deadline for receipt of proposals as specified in the Schedule of Events and Section 1.8.1 *Required Copies and Deadline for Receipt of Proposals.*

1.6.2 LEGAL STATUS LETTER OR TAXPAYER IDENTIFICATION VERIFICATION

Vendors must include a legible copy of their taxpayer identification letter from the Internal Revenue Service. If the legal status letter is not available, a completed and signed copy of the **"Request for Taxpayer Identification Number"** form *(Appendix B)* must be included.

1.6.3 DISCLOSURE STATEMENT

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of $5,000. Disclosure Statements may be downloaded from the State Purchasing website at www.purchasing.alabama.gov for completion. Vendors must include a completed copy of the Disclosure Statement in their proposal.

1.6.4 IMMIGRATION STATUS FORM

Vendors must submit a signed copy of the immigration status form with their proposal.

1.6.5 AUTHORIZED VENDOR SIGNATORY

Vendors must provide an original proposal using the format described, with an original signature of person(s) legally authorized to bind the applicant to the proposal.

1.7 GENERAL REQUIREMENTS

1.7.1 ACCEPTANCE OF STANDARD TERMS AND CONDITIONS

By submitting a response to this RFP, Vendor agrees to acceptance of the standard terms and conditions of this RFP. Requests for additions or exceptions to the standard terms and conditions including any necessary licenses, or any added provisions must be submitted to the procurement officer by the due date for receipt of written questions and must be accompanied by an explanation of why the exception is being sought and what specific effect it will have on the Vendor's ability to respond to the RFP or perform the contract.

Note: *The Department reserves the right to not enter into a new contract with a current Vendor who is under a corrective action plan until all corrective requirements have been met.*

1.7.2 UNDERSTANDING OF SPECIFICATIONS AND REQUIREMENTS

By submitting a response to this RFP, Vendor agrees to an understanding of and compliance with the specifications and requirements described in this RFP.

1.7.3 PRIME CONTRACTOR/SUBCONTRACTORS

The prime contractor if a contract is awarded shall be responsible, in total, for all work of any subcontractors. All subcontractors, if any, must be listed in the proposal. The contractor shall not assign, transfer or subcontract any portion of the contract without the written consent of the Department. The Contractor shall be responsible to the Department for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. Any awards made as a result of this document will create a contractual relationship between the Contractor and the Department, not the subcontractor.

1.7.4 VENDOR'S SIGNATURE

An individual authorized to legally bind the organization submitting the proposal must sign the original proposal in ink. The Vendor's signature on a proposal in response to this RFP guarantees that the offer has been established without collusion that would preclude the Department from obtaining the best possible service for the best possible price.

1.8 SUBMITTING A PROPOSAL

1.8.1 REQUIRED COPIES AND DEADLINE FOR RECEIPT OF PROPOSALS

Vendors must submit **one (1)** original proposal and **seven (7)** copies and **one (1)** electronic (PDF preferred) copy on CD or DVD clearly labeled with the Vendor's name and RFP title and number to:

Starr Stewart, Policy, Planning and Research
Alabama Department of Human Resources
Gordon Persons Building, Room 2344

50 Ripley Street
Montgomery, AL 36130-4000

Proposals must subscribe to the section/subsection headings and numbering format as specified in *Section 4 Proposal Format and Instructions.* Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the **Learning Management System/Distance Learning RFP# 2009-110-01**. **Proposals must be received at the receptionist's desk of Policy, Planning and Research by 12:00 p.m., local time, *Tuesday, July 07, 2009*. Proposals may be hand delivered prior to the due date during the following periods only, *Tuesday, June 30, 2009* and *Wednesday, July 01, 2009* between the hours of 9:00 - 12:00 a.m. Faxed and electronically submitted responses to requests for proposals are NOT accepted.**

1.8.2 FAILURE TO COMPLY WITH INSTRUCTIONS

Vendors failing to comply with these instructions may be deemed non-responsive or subject to point deductions. The Department may also choose to not evaluate, and disqualify from further consideration any proposals that do not follow the format described in Section 4: *Proposal Format and Instructions*, are difficult to understand or read, or are missing any requested information.

1.8.3 TIMELY SUBMITTED PROPOSALS

All timely submitted proposals and materials received in response to this RFP become the property of the Department and will be incorporated into any formal documentation and/or contract resulting from this RFP between the Department and the Vendor.

1.8.4 LATE PROPOSALS

Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration. It shall be the Vendor's sole risk to assure delivery at the receptionist's desk at the designated office by the designated time. Late proposals will not be opened and may be returned to the Vendor at the expense of the Vendor or destroyed if requested.

SECTION 2: STANDARD INFORMATION

2.0 AUTHORITY

This RFP is issued under the authority of Section 41-16-72 of the Alabama Code (Act 2001-956, 2001 3rd Sp. Sess., p 817, §1.). Any awards resulting from this RFP will be made based on stated evaluation criteria. The weight assigned to each criterion denotes the relative importance of that criterion. No criteria, other than that identified in this RFP, will be used.

2.1 VENDOR COMPETITION

In accordance with 45 CFR 74.43, the Department encourages free and open competition among Vendors. Whenever possible, the Department will design specifications, proposal requests, and conditions to accomplish this objective, consistent with the necessity to satisfy the Department's need to procure technically sound, costeffective services and supplies.

2.2 NONDISCRIMINATION

In accordance with 45 CFR 74.44, no person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the Department's contracted programs or activities on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal or Alabama State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the Department or in the employment practices of the Department's contractors. Accordingly, all Vendors entering into contracts with the Department shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

2.3 IMMIGRATION STATUS

Vendor's authorized person(s) within the agency must sign and submit *Appendix D* on the immigration status of all workers to be employed for the services described in this procurement. Vendors must attest that all workers will be citizens of the United States or at the time of employment will be in a proper and legal immigration status that authorizes them to be employed for pay within the United States.

2.4 PROPOSAL EFFECTIVE PERIOD

All proposals submitted in response to this RFP shall be effective for a 180-day period following the deadline for receipt of proposals as specified in the Schedule of Events and may not be modified, withdrawn or canceled by the Vendor during this period.

2.5 TRADE SECRETS

As part of the initial evaluation, the procurement officer in charge of this solicitation will review proposals received in response to this RFP, for any information deemed a "trade secret" by the Vendor and separate identified parts of proposal from public viewing providing the following conditions have been met: (1) confidential information is clearly marked and separated from the rest of the proposal; (2) the proposal does not contain confidential material in the cost or price section; and (3) an affidavit from a Vendor's legal counsel attesting to and explaining the validity of the trade secret claim is attached to each proposal containing trade secrets. The Vendor's Legal Counsel must use the Department of Human Resources "Affidavit for Trade Secret

Confidentiality" form when requesting the trade secret claim. The affidavit form *(Appendix C)* is included in this RFP.

Information separated out under this process will be available for review only by the procurement officer, the evaluation committee members, and limited other designees. Vendors must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a "right to know" (open records) request from another party.

2.6 PRE-SCREENING AND EVALUATION OF PROPOSALS

2.6.1 PRE-SCREENING

During the pre-screening, proposals will be reviewed to ensure compliance with all general and mandatory requirements. Upon completion of this initial review they will be classified "responsive" or "non-responsive". However; proposals may be found non-responsive at any time during the evaluation process if the proposal does not meet the formatting requirements specified in the RFP; if any of the required information is not provided; or the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFP. Proposals declared non-responsive, will not receive further consideration.

2.6.2 EVALUATION OF PROPOSALS

All responsive proposals will be evaluated against the stated criteria. However, this does not preclude the Department from any discussions/negotiations or requests for a best and final offer that it may deem necessary to assist in determining the Vendor. In scoring against stated criteria, the Department may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFP responses in terms of differing price, quality, and contractual factors to determine the most advantageous offering to the Department.

2.7 DISCUSSION/NEGOTIATION AND/OR ORAL PRESENTATION/PRODUCT DEMONSTRATION

After receipt of all proposals and prior to the determination of the award, the Department may initiate discussions with one or more Vendors should clarification or negotiation be necessary. Vendors may also be required to make an oral presentation and/or product demonstration to clarify their RFP response or to further define their offer. In either case, Vendors should be prepared to send qualified personnel to **Montgomery**, **Alabama**, to discuss technical and contractual aspects of the proposal. Oral presentations and product demonstrations, if requested, shall be at the Vendor's expense.

2.8 BEST AND FINAL OFFER

The Department reserves the right to request a "best and final offer" for this RFP based on price/cost alone, from one or more Vendors if additional information is required to make a final decision. Vendors may be contacted asking that they submit their "best and final offer," which must include any and all discussed and/or negotiated changes.

2.9 PUBLIC REQUESTS FOR INFORMATION

All information received in response to this RFP, including copyrighted material, is deemed public information and will be made available to the public upon requests shortly after the signing of a contract(s) with the exception of: (1) trade secrets meeting the requirements of the Alabama Trade Secrets Act, that have been properly marked, separated, and documented; and (2) any financial information requested by the Department, unless prior written consent has been given by the Vendor.

2.10 COST OF PREPARING A PROPOSAL

The Department is not liable for any expense incurred by the Vendor in the preparation and presentation of their proposal or any other costs incurred by the Vendor prior to execution of a contract. All costs are the responsibility of the Vendor.

2.11 DEPARTMENT'S RIGHTS RESERVED

While the Department has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the Department to award and execute a contract. Upon determination such actions would be in its best interest, the Department, in its sole discretion, reserves the right to the following:

2.11.1 PRE-SELECTION DISCRETION

The Department reserves the right at its sole discretion, at any time and for any reason, to reject any or all of the proposals submitted in response to this RFP, or to cancel this RFP, if it is deemed by the Department to be in its best interest to do so.

2.11.2 POST-SELECTION DISCRETION

Upon selection of a proposal, the Department reserves the right, at its sole discretion, at any time and for any reason, to change its decision with respect to the selection and to select another proposal, or to cancel the RFP, if it is deemed by the Department to be in its best interest to do so.

2.11.3 WAIVERS

Notwithstanding the amendment provisions otherwise set forth herein, the Department reserves the right at its sole discretion, to waive any minor irregularity in an otherwise valid proposal which would not jeopardize the overall program and to award a contract on the basis of such a waiver in the event the Department determines that such award is in the best interest of the Department. Minor irregularities are those which will not have a significant adverse effect on the overall program cost or performance.

2.11.4 NEGOTIATIONS

The Department reserves the right to negotiate with any Vendor whose proposal is within the competitive range, as specified in the RFP with respect to technical plan and cost, as well as to select a Vendor other than the Vendor offering the lowest price.

2.11.5 ADOPTION OF IDEAS

The Department reserves the right to adopt to its use all or any part, of a Vendor's proposal and to use any idea or all ideas presented in a proposal.

2.11.6 ORAL PRESENTATIONS

The Department reserves the right to require some or all of the Vendors to provide oral presentations of their proposals.

2.11.7 AMENDMENTS

The Department reserves the right to amend the RFP. Except as provided above with respect to "WAIVERS" made by the Department, all amendments to the RFP will be made by written addendum issued by the Department and posted to the web at www.dhr.alabama.gov under this RFP link.

2.11.8 NO GUARANTEE OF CONTRACT

Selection of a proposal shall not be binding upon the Department and may or may not, at the Department's sole discretion, result in the Department entering into a contract with the Vendor if it is in the best interest of Department not to proceed with contract execution.

2.11.9 RIGHT TO INVESTIGATE AND REJECT

The Department may make investigations as deemed necessary to determine the ability of the Vendor to perform the services specified. The Department reserves the right to reject any proposal if the evidence submitted by, or investigation of, the Vendor fails to satisfy the Department that the Vendor is properly qualified to carry out the obligations of the contract. This includes the Department's ability to reject the proposal based on negative references.

2.11.10 DISCLAIMER

Issuance of this RFP does not constitute a commitment by the Department to select any proposal submitted in response to the RFP, or to award a contract to any Vendor who responds to this RFP.

Note: All contracts awarded by this Department are subject to review and approval by the Legislative Oversight Committee and the Governor's Office.

SECTION 3: SCOPE OF PROJECT

3.0 LEARNING MANAGEMENT SYSTEM

This procurement is for the installation, branding, and hosting of an open source **learning management system** (LMS). The proposed **learning management system** (LMS) software must be web-based and capable of delivering, tracking and managing training. The LMS must manage training records and allow distribution of courses over the Internet and must include features that allow online collaboration. The system must feature automated record-keeping, allow registration by employees for classroom and online courses, user notification, manager approval, waiting list management. In addition, the system must include provisions for a help desk, LMS upgrades, nightly backups, semi-monthly updates from the state database via (typically) text file, and emergency restoration.

3.1 EMPLOYEE, ON-LINE, AND CLASS RECORDS

3.1.1 LMS PIECE FOR TRAINING MANAGEMENT & ADMINISTRATION

A. The database must maintain information for 4,100 – 4,500 active merit system **employees** and must limit on-line access to training modules to those identified.

1. The data for each employee must include: Unique key, name (last, first, middle per payroll), county/unit, personnel class, open use field # 1, 2, and 3, program effort code, job code, organization code, division code, employment status. This data comes directly from the State database.
2. For a 'unique key', the State uses social security numbers (SSN's). So if the database is hosted by a Vendor, a filter must be designed to prevent employee SSN's from being displayed on the Vendor site.
3. Interface between this system and the state's mainframe. The database must easily handle transfers, promotions and departures of people. It should have room for a specific-sized inactive group of former employees as well as provisions for preventing multiple transcripts for the same person, and multiple people for the same transcript. Active plus inactive employee total could be limited 6,000 or less if needed.
4. Concurrent users limit could build to 250-350 routinely with occasional pulses to 1000.
5. The database must accept batch entry for **classroom** training events and be able to show and print class rosters for both past and upcoming events.
6. The database must calculate and display the overall status or grade for each test (i.e. P/F or 87% etc.) for each employee.
7. Employee transcripts must be viewable to only certain LMS roles at the county and home office locations. There should be other partitions to allow or block basic people/class data depending on roles.
8. Future employee options should be expandable to include contract employees.

B. Reports must display summary data by employee groups as well as individual employee data. Branding must include the gap analysis function or a replacement. For example it must allow groups and curriculums

to be set for each employee and track progress on (ultimately) four basic curriculums. It must also track advanced curriculums and optional 'enrichment' curriculums and limit access to same.

3.2 TECHNICAL CONCERNS

3.2.1 VENDOR HOSTED

The selected Vendor must work within the T1 network bandwidth limitations of the DHR network which is on average 50% utilized at each site.

The Vendor must offer a distributed solution to alleviate bandwidth problems. Since a vendor hosted and supported system would not be under DHR administration, there will be no privileged access to DHR's Active Directory tree, servers, PCs or other equipment. Additionally, all equipment installed on DHR's network must include a security plan containing full details on all security measures, including but not limited to software updates, antivirus measures, etc. DHR infrastructure group must approve the vendor's security plan. The solution must integrate into the DHR network without impacting any other network application or service. Detailed network bandwidth requirements must be furnished for all proposals.

3.2.2 DHR HOSTED

Proposals must include detailed specifications for all hardware required for the recommended solution. DHR will purchase the hardware.

Any proposal that requires a database must be able to utilize Microsoft SQL Server 2005 and SQL Server 2008. DHR will furnish all required Microsoft software licenses. The Vendor should recommend the amount of storage the solution would need based on their experience and provide a rate of growth of the backend database on a yearly basis.

The Vendor's solution must integrate with the Windows Server 2003R2 Active Directory domain currently used by DHR for security and authentication. All servers must use Microsoft Windows Server 2003R2 and be capable of running on Server 2008. Any proposed solution must integrate transparently with the current DHR infrastructure. Detailed network bandwidth requirements must be furnished for all proposals.

3.3 COURSE WRITING, PROGRESS TRACKING, AND REPORTS

3.3.1 COURSE WRITING WITH THE AUTHORING TOOL

A. DHR will have a maximum of approximately twelve course authors. But the tool must be SCORM compliant and must allow the Department to assign any chosen number of writers access at a fixed price.

B. The tool should provide easy-to-learn methods to create modules, classes and courses for the knowledge base (memory and understanding). The ***basic tool features*** must enable course writers to create meaningful trainee interaction with course content and not fancy frill features. The classes will teach orientations to topics, terminology, business processes, policy, procedure, basic decision making/problem solving, and data entry procedures. The tool should allow addition of scenarios and case studies. Additionally, the tool needs to readily incorporate graphics, charts, pictures, voice over, PowerPoint, video clips, web links, etc. when they would be beneficial to variety and acceptable to the bandwidth limits.

C. The following ***advanced tool features*** would be a plus: branching, branching based on skill and response to questions, access to enrichment features, etc.

D. The tool must enable quiz or test options: short answer, T/F, matching, multiple choice. It should provide immediate feedback if desired.

E. In addition to allowing a variety of test questions, the tool should also automatically provide cumulative test item analysis data such as ease index and differentiation index.

3.3.2 TRACKING METHODS AND REPORTS

A. The database should allow pre-requisite checking, student tracking features for groups, and deadline setting as needed. For example, if 12 trainees are assigned a module sequence on June 1, and 15 more are assigned the same modules on June 15, managers should be able to easily track progress on both groups. Trainee group size may vary from 30 to 200 commonly, but occasionally up to 800 or several thousand.

B. The 'GAP analysis' or similar feature is a definite plus.

C. Tracking should provide student transcript data as well as on-screen or hard copy reporting of groups of trainees against criteria. Reports should be equivalent at least to basic Crystal Reports.

3.3.3 COMMUNICATIONS AND FORUMS

A. The LMS system must provide a (monitored) forum, chat or auto-email feature between the instructor and all trainees.

B. The LMS must allow individual hard copy course materials to print out at the trainee's computer if needed.

3.3.4 FUTURE EXPANSION

A. Webinar or Web conferencing is probably not feasible at this time due to band width considerations in the state. However, if an LMS allows future inclusion of Webinar creation and tracking, that would be a plus.

SECTION 4: PROPOSAL FORMAT AND INSTRUCTIONS

4.0 PROPOSAL REQUIREMENTS

Proposals must meet all requirements as specified in this RFP. Proposals must incorporate the specified structure and format; must be clear, detailed, and complete as to fully demonstrate that the prospective Vendor has a thorough understanding of the requirements for providing the services for this procurement. Statements that the Vendor understands, acknowledges, or can comply with the requirements/specifications and statements paraphrasing the specifications are considered inadequate as are phrases such as "industry standards will be adhered to" and/or "standard procedures will be implemented", or "research-based models will be used". Proposals must clearly and adequately describe the concepts and methodologies to be implemented by the Vendor. Information must be clear, succinct, and easily understandable.

4.1 COMPLETENESS OF PROPOSALS

Selection(s) and award(s) will be based on the Vendor's proposal and other items described in this RFP. Proposals should not include references to information located elsewhere, such as Internet websites. Information or materials presented by Vendors outside the formal response or subsequent discussion/negotiation or "best and final offer," if requested, will not be considered, will have no bearing on any award, and may result in the Vendor being disqualified from further consideration.

4.2 PROPOSAL FORMAT

Proposals must not exceed **one hundred (100) pages**, including attachments and must be single-spaced, incorporating 1-inch margins, typed using Times New Roman (font), size 12. Proposals must be printed/copied onto one side of standard (8½ x 11) white typing/copier paper. *Paragraphs must be double-spaced.* All proposals must include labeled tabs that correspond with the bolded sections and subsections to which the information pertains. ***Do not use tabs with the paper inserts.*** Vendors should avoid the use of elaborate presentations and binding materials beyond that which is sufficient to present complete and effective proposals.

4.2.1 COVER SHEET

The first page of each proposal must be the completed **Cover Sheet** (RFP cover sheet) with an original ink signature of the person(s) legally authorized to bind the Vendor to the proposal. **Proposals without signatures of persons legally authorized to bind the Vendor to the proposal will be rejected.** The cover sheet must also include the name of the contact person and contact information of the person authorized to act on behalf of the Vendor (do not number this page). Vendors must also provide their Federal Employer Identification Number. The Vendor must denote the original proposal and copies by placing a check in the appropriate box on the cover sheet.

4.2.2 TABLE OF CONTENTS

The Cover Sheet should be followed by the **"Table of Contents"**, which should list all sections, subsections and page numbers. Numbering of the proposal pages should begin with Table of Contents. Page numbers should be placed in the left corner of the bottom margin.

4.2.3 LEGAL STATUS FORM/TAXPAYER IDENTIFICATION NUMBER

The Table of Contents must be followed by a copy of the **Legal Status Form.** *This form is issued by the IRS and denotes an organization's legal status (i.e., non-profit, for-profit, corporation, etc.) and includes the Federal Employee Identification Number (FEIN).* If the Legal Status Form is not available, a completed and

signed copy of the **"Request for Taxpayer Identification Number"** form *(Appendix B)* must be included. All items on this form must be completed. (Do not number this page).

4.2.4 LICENSES/CERTIFICATES/CREDENTIALS

The Request for Taxpayer Identification Number form should be followed by a copy of all required **Licenses, Certificates, and/or Credentials** or a copy of a completed license application form submitted by the deadline specified in this RFP**.**

4.2.5 TECHNICAL PROPOSAL

Copies of Licenses/Certificates/Credentials should be followed by the **Technical Proposal**. The Technical Proposal must prescribe to sections **4.2.5.1** through **4.2.5.4.6**.

4.2.5.1 VENDOR QUALIFYING INFORMATION

4.2.5.1.1 Vendor Profile and Experience

The Vendor must specify how long it has been in the business of providing services similar to those requested in this RFP and under what company name. The Vendor must list all names it has used when conducting business. The Vendor must explain their expertise or history in the provision of such services or identify a nationally recognized model that has proven to be successful that will be used in the provision of services under this RFP. The Vendor must provide an organizational profile including: number of employees, and form of business (e.g. individual, sole proprietor, corporation, non-profit corporation, limited liability company.).

4.2.5.1.2 References

The proposing Vendor must provide a minimum of three (3) references for which it has performed similar services. These references may be contacted to verify Vendor's ability to perform the contract. The Department reserves the right to use any information or additional references deemed necessary to establish the ability of the Vendor to perform the conditions of the contract. Negative references may be grounds for proposal disqualification.

For each reference, the Vendor must provide: company/agency name of the reference; location where the services were performed (city, state); primary and secondary contact name, title, telephone number, and e-mail address; a brief description of the project; description of the Vendor's role in the project; and the start and end date of each project.

4.2.5.1.3 Past and Present Contractual Relationships with the Department

The Vendor shall describe any past or present contractual relationship it may have or have had with the Department or any other state agency including colleges/universities during the past three years. If the Vendor, its predecessor, or any party named in the Vendor's responses to this section has contracted with any department within State Government during the past three years, identify the contract number and/or other information available to identify such contract(s). If no such contracts exist, so declare. If any party named in the Vendor's response to this RFP was an employee of the State in the past two years, identify the individual(s) by name, state agency by which employed, job title of position held with the State, and separation date. If no such relationship exists, so declare.

4.2.5.1.4 Contract Performance

If the Vendor, or any proposed Subcontractor, has had a contract terminated for default during the past five years, all such instances must be described as discussed below. Termination for default is defined as notice to stop performance delivery due to the Vendor's nonperformance or poor performance and the issue was either

(a) not litigated due to inaction on the part of the Vendor; or (b) litigated and such litigation determined the Vendor to be in default. Submit full details of all terminations for default experienced by the Vendor during the past five years, including the other party's name, address, and telephone number. Present the Vendor's position on the matter. The Department shall evaluate the facts and may, at its sole discretion, reject the Vendor's Proposal if the facts discovered indicate that completion of a contract resulting from this RFP may be jeopardized by selection of the Vendor. If the Vendor has experienced no such terminations for default in the past five years, so declare. If at any time during the past five years, the Vendor has had a contract terminated for convenience, non-allocation of funds, or any other reason, which termination occurred before completion of all obligations under the initial contract provisions, describe fully all such terminations including the name and address of the other contracting party and the circumstances surrounding the termination. If no such early terminations have occurred, so declare.

Failure to report on the foregoing or if the information furnished is determined to be inaccurate, whether by omission or commission, shall result in rejection of the Vendor's Proposal.

Note: No points will be assigned to proposals submitted by new or current Vendors who have performed their contractual obligations satisfactorily. However, current Vendors who have performed unsatisfactorily may experience point deductions up to a maximum of 10 points.

4.2.5.1.5 Project Staff/Resumes/Job Descriptions

The Vendor must submit a resume or job description detailing the level of education, experience, training, skills, etc. which emphasizes previous experience in the service area as described in this RFP for all key personnel who will be involved with the proposed project. The Vendor should indicate that it has sufficient staff to perform the services required in this RFP, if sufficient staff is not currently available, describe how staff will be obtained to provide the services and the timeline for obtaining the needed staff. Indicate the number of anticipated staff for each position title. List all professional licenses held by the Vendor.

4.2.5.1.6 Staff Performance Evaluations and Training

Vendors must describe its staff development program regarding orientation, on-going staff evaluation and training that will be implemented throughout the contract period to ensure delivery of effective services that adhere to the Department's required performance standards.

4.2.5.1.7 Background Checks

Describe in detail the steps that the Vendor will take to ensure that none of its staff, regardless of level, has been the subject of any incident or investigation which would call into question the propriety of that employee's working with children or vulnerable adults. Provide documentation that each employee has had an Alabama Bureau of Investigation (ABI) and a Federal Bureau of Investigation (FBI) criminal background check. Describe your organization's general procedure for addressing occurrences when an incident or allegation is reported, founded or unfounded.

4.2.5.2 VENDOR FINANCIAL STABILITY

Vendors must submit an audited financial statement for the past year and letters from the auditor(s) who performed the previous two (2) financial audits immediately preceding the issuance of this RFP. Vendors of newly formed organizations, who have been in business less than one year must submit copies of any quarterly financial statements that have been prepared since the end of the period reported by your most recent annual report.

4.2.5.3 METHOD OF PROVIDING SERVICES

4.2.5.3.1 Service Delivery Approach

The Vendor must provide a detailed description of the work plan and the methods to be used that will convincingly demonstrate to the Department what the Vendor intends to do, the timeframes necessary to accomplish the work, and how the work will be accomplished.

4.2.5.3.2 Start-up Plan

The Vendor must include a detailed project schedule that is comprised of the detailed work plan for the entire project. This section should also include any proposed additions to the tasks outlined in the *Section 3: Scope of Work.*

4.2.5.3.3 Assessment of Benefits and Impact

Describe the process that Vendor will use to assess the proposed services to determine if the expected benefits and their impact have occurred. The assessment methodology should provide the Department with meaningful indicators that funded projects are making satisfactory progress toward desired goals.

4.2.5.3.4 Office Location

The Vendor must provide the physical address of the Vendor's office that will be responsible for maintaining records and performing services under a contract with the Department in the event the Vendor becomes the Contractor.

4.2.5.4 VENDOR CERTIFICATIONS

Vendors must submit a statement attesting that they warrant and represent to the Department that the Vendor accepts and agrees with all certifications and terms and conditions of this RFP. Further, by submitting a response to this RFP, the Vendor certifies to the Department that they are legally authorized to conduct business within the State of Alabama and to carry out the services described in this document.

4.2.5.4.1 Revolving Door Policy

Vendors must attest that neither the Vendor nor any of the Vendor's trustees, officers, directors, agents, servants or employees is a current employee of the Department, and none of the said individuals have been employees of the Department in violation of the revolving door prohibitions contained in the state of Alabama ethics laws.

4.2.5.4.2 Debarment

Vendors must attest that neither the Vendor nor any of the Vendor's trustees, officers, directors, agents, servants or employees (whether paid or voluntary) is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension."

4.2.5.4.3 Standard Contract

The Vendor must agree to the use of the Department's standard contract document. The Vendor will further comply with all the terms and conditions of that document, including, but not limited to, compliance with the Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act, Alabama Act No. 2000-775 (governing individuals in direct service positions who have unsupervised access to children), the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as applicable, and all other federal and state laws, rules and regulations applicable to receiving funds from the Department to carry out the services described in this RFP. Further, any contract executed pursuant to the RFP must be subject to review by the Department's legal counsel as to its legality of form and compliance with State contract laws, terms and conditions, and may further be subject to review by the Alabama Legislative Contract Review Committee, Examiners of Public Accounts, the State Finance Director and the Office of the Governor.

4.2.5.4.4 Charitable Choice (applies to faith-based organizations only)

The Vendor must attest that funds received as a result of this procurement will not be used for sectarian instruction, worship, proselytizing or for any other purely religious activities that are not directed toward the secular social goals related to the services described in this RFP. The Vendor must agree to serve all eligible members of the public without regard to their religious beliefs and, further, must not require clients' active participation in any religious practice. (In carrying out the said services, the Vendor will remain independent from federal, state and local governments; will retain control over the expression of its religious beliefs, and is NOT required to remove its religious writings or symbols or to alter its internal governance as a condition of doing business with the Department.)

4.2.5.4.5 Financial Accounting

Vendors must agree that the Vendor's accounting system will be consistent with General Accepted Governmental Accounting Principles (GAAP). The Vendor must maintain sufficient financial accounting records documenting all funding sources and applicable expenditure of all funds from all sources.

4.2.5.4.6 Vendor Work Product

The Vendor must attest that the proposal submitted in response to this document is the work product of said Vendor. If the proposal is determined not to be the work product of the Vendor, the proposal may, at the Department's sole discretion, be rejected.

4.2.5.5 ATTACHMENTS

Vendors must include all applicable forms identified below as attachments (i.e., Attachment A, B, C, etc), applicable forms must follow the Technical Proposal.

4.2.5.5.1 Disclosure Statement

The Technical Proposal must be followed by a completed copy of the **Disclosure Statement**.

4.2.5.5.2 Trade Secret Affidavit

The Disclosure Statement must be followed by a completed copy of the **Trade Secret Affidavit** (*Appendix D*), if applicable.

4.2.5.5.3 Immigration Status Form

The Trade Secret Affidavit must be followed by a completed copy of the **Immigration Status Form**. ***All proposals must include a signed copy of the Immigration Status Form.***

SECTION 5: COST PROPOSAL

5.0 COST PROPOSAL

The State of Alabama will only accept firm and fixed cost proposals for this project.

Note: Per State of Alabama law, the State must purchase any required hardware and software independently of this fixed cost proposal process. Thus, the State will independently verify and adjust Vendor-supplied hardware and software costs to reflect the actual purchasing and maintenance costs the State will incur, which may be different than estimated by the Vendor

SECTION 6: EVALUATION CRITERIA

6.0 EVALUATION CRITERIA

The evaluation committee will review and evaluate the proposals according to the following criteria based on **a maximum possible value of 1,000 points**. Proposals failing to meet the requirements of this RFP may be deemed non-responsive or subject to point deductions. The point value assigned to each component of the **Technical Proposal and Cost Proposal** will be based on the following scoring scale:

Category	RFP Section	Point Value
Vendor Qualifying Information	**30% of points for a possible 300 points**	
A. Vendor Profile and Experience	4.2.5.1.1	200
B. References	4.2.5.1.2	0
C. Past and Present Contractual Relationships with the Department	4.2.5.1.3	0
D. Contract Performance	4.2.5.1.4	*To be Determined*
E. Project Staff/Resumes/Job Descriptions	4.2.5.1.5	50
F. Staff Performance Evaluations and Training	4.2.5.1.6	50
G. Background Checks	4.2.5.1.7	0
H. Vendor Financial Stability	4.2.5.2	0
Method of Providing Services	**60% of points for a possible 600 points**	
A. Service Delivery Approach	4.2.5.3.1	450
B. Start-up Plan	4.2.5.3.2	100
C. Assessment of Benefits and Impact	4.2.5.3.3	50

D. Office Location	4.2.5.3.4	0
E. Vendor Certifications	4.2.5.4.	0
Cost Proposal	**10% of points for a possible 100 points**	
A. Cost Proposal	5.0	100

APPENDIX A: STANDARD TERMS AND CONDITIONS

By submitting a response to request for proposal or acceptance of a contract, the Vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

ACCEPTANCE/REJECTION OF PROPOSALS: The Department reserves the right to accept or reject any or all proposals, wholly or in part, and to make awards in any manner deemed in the best interest of the Department. Proposals will be firm for 180 days, unless stated otherwise in the text of the request for proposal.

ACCESS AND RETENTION OF RECORDS: The contractor agrees to provide the Department, Legislative Auditor, or authorized agents, access to any records necessary to determine contract compliance. The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the Department or third party.

ALTERATION OF SOLICITATION DOCUMENT: In the event of inconsistencies or contradictions between language contained in the Department's solicitation document and a Vendor's response, the language contained in the Department's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the Vendor's disqualification and possible debarment.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the Department.

AUTHORITY: The following request for proposal, limited solicitation, or contract is issued under authority of Section 41-16-72 of the Alabama Code (Act 2001-956, 2001 3rd Sp. Sess., p 817, §1.)

CHARGE BACKS: The Alabama Department of Human Resources and Medicaid will deduct federal charge backs from future payments.

COMPLIANCE WITH LAWS: The contractor must, in performance of work under the contract, fully comply with all applicable federal, department, or local laws, rules and regulations, including the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. The contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

DEBARMENT: The contractor certifies, by submitting this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the Department.

DISABILITY ACCOMMODATIONS: The Department does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals, who need aids, alternative document formats, or services for effective communications or other disability-related

accommodations in the programs and services offered, are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

FACSIMILE RESPONSES: Facsimile responses will not be accepted for requested for proposals or limited solicitations.

FAILURE TO HONOR PROPOSAL: If a Vendor to whom a contract is awarded refuses to accept the award (contract) or, fails to deliver in accordance with the contract terms and conditions, the Department may, in its discretion, suspend the Vendor for a period of time from entering into any contracts with the Department.

FORCE MAJEURE: Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the non-performing party, so long as such party is using its best efforts to remedy such failure or delays.

HOLD HARMLESS/INDEMNIFICATION: The contractor agrees to hold the Department, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except for acts of omission resulting from the sole negligence of the Department, under this agreement.

LATE PROPOSALS: Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the Vendor's risk to assure delivery at the designated office by the designated time. Late proposals will not be opened and may be returned to the Vendor at the expense of the Vendor or destroyed if requested.

REGISTRATION WITH THE PURCHASING DIVISION: Any business intending to transact business in Alabama must register with the Alabama Purchasing Division by completing the Vendor Disclosure Statement. A copy of the Vendor Disclosure Statement can be downloaded from the Purchasing website at www.purchasing.alabama.gov.

SEVERABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

SOLICITATION DOCUMENT EXAMINATION: Vendors must promptly notify the Department of any ambiguity, inconsistency, or error, which they may discover upon examination of a solicitation document.

TERMINATION OF CONTRACT: Unless otherwise stated, the Department may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

UNAVAILABILITY OF FUNDING: The Department, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason.

U.S. FUNDS: All prices and payments must be in U.S. dollars.

APPENDIX B: TAXPAYER IDENTIFICATION NUMBER FORM

APPENDIX B: TAXPAYER IDENTIFICATION NUMBER FORM

STATE OF ALABAMA
REQUEST FOR TAXPAYER IDENTIFICATION NUMBER
STATE COMPTROLLER'S OFFICE

INSTRUCTIONS. In order to receive payment by the State of Alabama, a correct tax identification number, name and address must be on our files. To insure that accurate tax information is reported on Form 1099 for federal income tax purposes, please:

1. In PART 1 below provide your Tax Identification Number and check FEIN or SSN. Also provide the name and address to which payments should be sent. In addition, provide the name of the legal signatory authority for your organization (the individual authorized in your Constitution and/or By-laws to legally obligate the organization, for example, sign a contract on behalf of the organization).

2. Circle the business designation that identifies your type of trade or business in PART 2.
3. Sign and return this form as part of the response to the RFP:

PART 1 – TAXPAYER IDENTIFICATION NUMBER, NAME AND ADDRESS.

IDENTIFICATION NUMBER _____
Check one _____ Federal Employer Identification Number (FEIN)
_____ Social Security Number (SSN)

NAME OF ORGANIZATION: _____ PHONE: _____

LEGAL BUSINESS ADDRESS: _____

FAX: _____ EMAIL: _____

NAME & TITLE OF LEGAL SIGNATORY AUTHORITY: _____

PART 2 – BUSINESS DESIGNATION. Circle the designation that identifies your type of trade or business.

1 - CORPORATION, PROFESSIONAL ASSOCIATION OR PROFESSIONAL CORPORATION (A corporation formed under the laws of any state within the United States)
2 - NOT FOR PROFIT CORPORATION (Section 501 (c) (3))
3 - PARTNERSHIP, JOINT VENTURE, ESTATE OR TRUST
4 - SOLE PROPRIETORSHIP OR SELF-EMPLOYED (Identification number must be Social Security Number)
5 - NONCORPORATE RENTAL AGENT
6 - GOVERNMENTAL ENTITY (City, County, State or U.S. Government)
7 - FOREIGN CORPORATION OR FOREIGN NATIONAL OR OTHER FOREIGN ENTITY
(A corporation or other foreign entity formed under the laws of a country other than the United States or an individual temporarily in the United States who pays taxes as a citizen of a country other than the United States.)

NOTE: Failure to complete and return this form may subject you to backup withholding in the amount of 20% of future payments pursuant to Section 3406, Internal Revenue Code.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE EXAMINED THIS REQUEST AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IT IS TRUE, CORRECT AND COMPLETE.

_____ _____ (_____)_____
SIGNATURE DATE TELEPHONE NUMBER
(If different from above)

_____
TITLE

PLEASE INCLUDE FEDERAL IDENTIFICATION NUMBER ON ALL INVOICES

APPENDIX C: TRADE SECRET AFFIDAVIT

Alabama Department of Human Resources

AFFIDAVIT FOR TRADE SECRET CONFIDENTIALITY

DEPARTMENT OF _____)

)ss.

County of _____)

_____ (Affiant), being first duly sworn under oath, and representing _____ (hereafter "Vendor"), hereby deposes and says that:

1. I am an attorney licensed to practice in the State of _____, representing the Vendor referenced in this matter, and have full authority from the Vendor to submit this affidavit and accept the responsibilities stated herein.

2. I am aware that the Vendor is submitting a proposal to the Alabama Department of Human Resources for RFP # _____. Public agencies in Alabama are required by Alabama law to permit the public to examine documents that are kept or maintained by the public agencies, other than those legitimately meeting the provisions of the Alabama Trade Secrets Act, Alabama Code Section 827-1, and that the Department is required to review claims of trade secret confidentiality.

3. I have read and am familiar with the provisions of the Alabama Trade Secrets Act, am familiar with the case law interpreting it, and understand that all information received in response to this RFP will be available for public examination except for:

(a) trade secrets meeting the requirements of the Act; and

(b) information requested by the Department to establish Vendor responsibility unless prior written consent has been given by the Vendor.

4. I am aware that in order for the Vendor to claim confidential material, this affidavit must be fully completed and submitted to the Department, and the following conditions must be met by the Vendor:

(a) information to be withheld under a claim of confidentiality must be clearly marked and separated from the rest of the proposal;

(b) the proposal may not contain trade secret matter in the cost or price; and

(c) the Vendor's explanation of the validity of this trade secret claim is attached to this affidavit.

5. I and the Vendor accept that, should the Department determine that the explanation is incomplete, inadequate or invalid, the submitted materials will be treated as any other document in the department's possession, insofar as its examination as a public record is concerned. I and the Vendor are solely responsible for the adequacy and sufficiency of the explanation. Once a proposal is opened, its contents cannot be returned to the Vendor if the Vendor disagrees with the Department's determination of the issue of trade secret confidentiality.

6. I, on behalf of the Vendor, warrant that the Vendor will be solely responsible for all legal costs and fees associated with any defense by the Department of the Vendor's claim for trade secret protection in the event of an open records request from another party which the Vendor chooses to oppose. The Vendor will either totally assume all responsibility for the opposition of the request, and all liability and costs of any such defense, thereby defending, protecting, indemnifying and saving harmless the Department, or the Vendor will immediately withdraw its opposition to the open records request and permit the Department to release the documents for examination. The Department will inform the Vendor in writing of any open records request that is made, and the Vendor will have five working days

from receipt of the notice to notify the Department in writing whether the Vendor opposes the request or not. Failure to provide that notice in writing will waive the claim of trade secret confidentiality, and allow the Department to treat the documents as a public record.

Documents that, in the opinion of the Department, do not meet all the requirements of the above will be available for public inspection, including any copyrighted materials.

_____
Affiant's Signature

Signed and sworn to before me on _____ (date) by

_____ _____

(Affiant's name).

Name of Notary Public:_____ for the

Department of: _____

My Commission Expires: _____

Place seal here.
Insert Seal

APPENDIX D: IMMIGRATION STATUS FORM

I hereby attest that all workers on this project are either citizens of the United States or are in a proper and legal immigration status that authorizes them to be employed for pay within the United States.

Signature of Contractor

Witness