

Questions for AL Integrated Work Support Program, RFP # GB2023-300-03

Question #	RFP Section	RFP Heading	Question	Answer
1	3.2	Service Description	Could the state provide the most recent WPR percentage achieved for the Integrated Work Support Program?	The required JOBS WPR is 50% and the accomplished rate was 45.40. We do not have a separate WPR for the Integrated Work Support program
2	3.3	Eligible Participants	Please provide average monthly referral volumes by vendor and by county for the last 12 months.	
3	3.3	Eligible Participants	Could the state provide the average caseload served by Integrated Work Support vendors broken down by county over the last 12 months?	Monthly County information regarding caseloads for FY 2023 can be found at www.dhr.alabama.gov under the heading of News then Facts and Figures. 2023 must be reviewed by month as it is not completely updated. All other FYs can be reviewed by year.
4	3.5	Documentation	<p>Vendors will be required to monitor and document participants' attendance/progress in each activity and must notify the county DHR JOBS unit immediately (within one [1] day) when the participant fails to engage, is absent from a class or the worksite, or exhibits uncooperative behavior.</p> <ul style="list-style-type: none"> • Could the state detail if this is a paper or electronic process? • Will the vendor have access to the state system of record? • Could the state name the system of record? 	<p>The preferential reporting procedure is email but regular mail or hand mail is acceptable.</p> <p>No, the vendor will not have access to the state system of record.</p> <p>The vendor is not required to bring a case management system as case management is handled by State staff.</p>

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			<ul style="list-style-type: none"> Is the vendor required to bring a case management system to monitor and document the participant's activity completion status? 	
5	3.8	Special Instructions	Does the State plan on making a single award for each county?	Those decisions will happen post award.
6	4.2	Proposal Format	Please confirm that the logo, headings, and graphics may include colors. If no colors are acceptable, please confirm that greyscale is acceptable.	Color is acceptable
7	4.2	Proposal Format	The Audited 10K Financial Statement is over 100 pages itself. Please confirm that audited financials may be excluded from the 100-page limitation.	Yes, vendors may submit this and not be counted toward the 100-page limitation
8	4.2	Proposal Format	Several requested documents/samples do not comply with font restrictions, including the audited financials, and they cannot be modified. Please confirm that it is permissible to submit those documents as is.	The documents that are pre-done (ex: audited financials) do not have to meet this requirement.
9	4.2	Proposal Format	The RFP requires Bidders to respond using 12-point font. May Bidders use a smaller, still readable font for each of the following: a) headers and footers b) RFP requirement text c) graphics	Yes, this is acceptable
10	4.2.5.3.4	Office Location	Must services be provided in person, or could services be provided virtually?	
11	N/A	Limitation of Liability	Explanation: The RFP was silent regarding the Limitation on Liability. Placing a reasonable cap on our liability is a prudent business practice that we work with all of our clients to achieve in our contracts. It does not speak to our ability to, or confidence in, completing the services successfully. Further, bidding firms with a higher net worth are at	DHR does not accept the proposed language and DHR will not limit liability.

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			<p>a disadvantage and undertake higher risk than those firms of lower net worth. Limiting liability proportionally to the TCV does not create unreasonable risk for the client given Maximus' extensive experience and success in providing similar services and its solid financial standing.</p> <p>Proposed Language: The State agrees that Contractor's total liability to State for any and all damages whatsoever arising out of, or in any way related to, this Agreement from any cause, including but not limited to negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed two times the total contract value. In no event shall Contractor be liable for indirect, special, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought even if Contractor has been advised of the likelihood of such damages, and notwithstanding any failure of essential purpose of any limited remedy.</p>	
12	N/A	Equitable Adjustment	<p>Explanation: Our fixed price proposal assumes that the scope of work represented in the solicitation will remain materially consistent throughout the term of the contract. Should there be a material change to that scope of work it is our assumption that the parties will negotiate an equitable adjustment pursuant to a contractual change request process.</p>	<p>DHR does not accept the proposed language.</p> <p>Any change orders or amendments to the contract will be addressed on an "as needed" basis.</p>

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			<p>Proposed Language: The State will negotiate with Contractor an equitable adjustment to fees and/or time required for the performance in the event that (a) the basic assumptions under which (i) the contract was executed and/or (ii) the proposal was submitted have materially changed or have proven to be inaccurate, or (b) a party wishes to make a change to the scope of the services, or (c) there has been a change to State or federal law, rules regulations, or policies (including, but not limited to laws, rules, regulations or policies affecting taxes, wage requirements, or data and information security), or (d) or there has been an incorrect wage determination, and, as a result of one or more of the forgoing there is a financial impact on Contractor. Any claim for adjustment under this paragraph must be asserted within ten (10) business days from the date the change is offered.</p>	
13	N/A	Intellectual Property	<p>Explanation: The RFP was silent regarding ownership or preexisting Intellectual Property. Maximus seeks to ensure that any aspects of proprietary software and ownership over data are appropriately protected, and Maximus will retain ownership of all preexisting Intellectual Property used for the scope of work needed by the State.</p> <p>Proposed Language: To the extent that the Services provided by Contractor are generated by Contractor’s proprietary software, nothing contained herein is intended nor shall it be construed to require Contractor to provide such software to the State. The</p>	<p>DHR does not accept the proposed language.</p> <p>Ownership of any intellectual property may be addressed in the final contract.</p>

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			State agrees that it has no claims of ownership, including copyright, patents, or other intellectual property rights to Contractor's software. Nothing in this Agreement shall be construed to grant the State any rights to Contractor's materials created prior to the execution of this Agreement.	
14	3.2.6	Community Employment (CEMP) Payment Terms	<p>Explanation: RFP silent regarding the frequency of payment to the Contractor by the State.</p> <p>Proposed Language: For the Services provided by Contractor as set forth in the RFP, State agrees to pay Contractor the compensation in the amount of the proposed total contract value. Contractor will render to State one or more invoices for the fees specified herein, with payment due thirty (30) days after the invoice date.</p>	<p>DHR does not accept the proposed language.</p> <p>Invoices submitted timely with the required documentation are submitted for payment in a timely manner.</p>
15	N/A	Termination for Cause	<p>Explanation: The RFP was silent regarding a default on the services provided by the Contractor as well as the Contractor's ability to cure this default. However, this request for an exception does not speak to our ability to, or confidence in, completing the services successfully.</p> <p>Proposed Language: Upon material breach of the terms of this Agreement, the non-breaching party shall provide written notice to the breaching party specifying the nature of the default. The breaching party shall have a minimum of thirty [30] days from the date of receipt to cure any such default prior to the effective date of termination.</p>	DHR does not accept the proposed language.

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16	Appendix G	Liability Insurance	Insurance requirements for this contract do not appear to be provided in the RFP. Please provide them so we may determine if premium costs are required.	Apart from Alabama's requirements for businesses which operate in the state, this DHR project has no additional Insurance requirements.
17	Appendix G	Liability Insurance	Given insurance requirements have not been provided to determine additional costs, if any, and if there are any other questions about it, may the Department consider a second round of questions for such?	DHR does not accept propose language regarding an additional question and answer period.
18	Appendix N	Pay Structure	Are these unit rates required for bidders? Or could bidders propose their own services and rates in the fixed rate pay schedule?	Yes, these unit rates are required for bidders!