

STATE OF ALABAMA



REQUEST FOR PROPOSAL

UNEMPLOYMENT INSURANCE MODERNIZATION TRAINING PROJECT

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Part I: General Information

I-1. Purpose.

The Purpose of this request for proposal is to solicit proposals from qualified training providers who have the capacity to develop and deliver Classroom Style Live Training programs designed to transition Mainframe Personnel to a web-based programming environment for the Alabama Department of Labor (“ADOL”) to satisfy a need for Alabama’s Unemployment Insurance (UI) Modernization Training Project (“Project”).

I-2. Overview.

ADOL is in the process of migrating from an outdated mainframe Unemployment Insurance (UI) System to a new modernized web-based UI System. The modernized system will be on a .Net-based architecture. Currently, we have some Mainframe Personnel that need some training to help facilitate them migrating to program in a web-based environment.

I-3. Scope.

The RFP is designed to solicit proposals from qualified Proposers to provide training for our Mainframe Personnel.

This RFP will also provide interested Proposers with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a proposal’s content or exclude any relevant or essential data.

The scope of the Project is to develop and deliver Classroom Style Live Training programs designed to transition Mainframe Personnel to a web-based programming environment.

I-4. Contract Type

It is the intent of ADOL to establish a Professional Services Contract. We reserve the right to not establish a contract after proposals have been reviewed and/or after a Proposer has been notified of an award.

I-5. Contract Duration

If ADOL makes an award and establishes a Professional Services Contract based on this RFP, the contract shall not be effective until signed by the Governor of Alabama. This contract shall be for a period of no longer than six (6) months.

I-6. RFP Website

Questions regarding the RFP should be submitted to lisa.white@labor.alabama.gov no later than 10 days before the submission deadline and reference the assigned RFP number.

Information regarding this RFP and responses to proposers’ questions will be posted no later than 5 days before the submission deadline, and maintained at:

<http://www.labor.alabama.gov/UImodernizationTraining2017RFP>

I-7. RFP Deadline

Proposals shall be submitted no later than the Proposal Deadline of Dec 22, 2017 by 5:00 pm CST.

Proposer’s failure to submit a proposal as required by the submission deadline shall cause the proposal to be disqualified.

Proposers assume the risk of the method of dispatch chosen. ADOL assumes no responsibility for delays caused by any delivery service. Postmarking by the due date shall not substitute for actual proposal receipt by ADOL. Late proposals shall not be accepted nor shall additional time be granted to any potential Proposer.

I-8. RFP Submittal

Proposers must submit one (1) signed and notarized original hardcopy proposal and one (1) electronic copy of the entire proposal including attachments, in .PDF format on a thumb-drive, and five (5) hardcopies.

Proposals that do not include at least one (1) signed and notarized original hardcopy may be disqualified. Proposals must be delivered or mailed to the RFP Project Manager by the RFP Deadline to the following address:

**Alabama Department of Labor
649 Monroe Street
Montgomery, AL 36131
Attention: Lisa White
RE: UI Modernization Training Project**

I-9. RFP Review Committee

The RFP Review Committee will be chaired by the Information Technology Director for the Alabama Department of Labor. Its members will consist of the ADOL Finance Director, and the ADOL Information Technology Applications Program Manager, and ADOL Information Technology Application Development Unit Supervisor, and the ADOL Information Technology Benefit Payments Unit Supervisor, and the ADOL Information Technology Benefit Tax Unit Supervisor. These core members may appoint key staff members from their respective divisions as needed.

I-10. RFP Review Criteria

Each proposal will be evaluated based on the following criteria.

- Capacity to Provide Service 30 points
- Cost 30 points
- Experience/ Qualification 40 points

Part II: Requirements

II-1. Architecture Design Requirements

The current Alabama state government strategic direction, as well as that of ADOL, is .Net-based, n-tier architecture, utilizing Microsoft .NET-based, & SQL technologies. Therefore, all course work and materials should comply with these Architecture Design Requirements.

II-2. Instructor Certification Requirements

Due to the importance of this training to our employees, it is extremely important that all the instructors be Microsoft Certified in the following areas.

- Application Development
- Database Administration
- Solutions Development for .Net
- Training

Certificates may be due upon request for verification of certification requirements.

II-3. Training Plan Content Requirements

The Proposers must develop and deliver Classroom Style Live Training programs designed specifically for ADOL Mainframe Personnel to transition from a mainframe environment to a web-based programming

environment tailored specifically to enable those employees to be proficient (*capable, skilled, competent*) in handling the programming needs of our new modernized web-based UI System.

The Proposed Training Plan must, but is not limited to, address the following concepts.

- .NET Platform
- Visual Studio
- Team Foundation Server
- Introduction to C#
- ASP.NET Web Programming with C#

The Proposed Training Plan must, but is not limited to, address the following employee classifications.

- Mainframe Programmers
- Applications Developers
- Database Administrators
- Desktop Support
- Computer Operators
- Systems Specialist

II-4. Software Requirements

The Proposers must use the following software for their in-house classroom style deliver of the training material.

- Microsoft Visual Studio (2015 / 2017)
- Microsoft Sequel Sever (Developer Edition)
- Microsoft Team Foundation Server

II-5. Hardware Requirements

The Proposers must provide the following hardware (equipment) for their in-house classroom style deliver of the training material.

- Standard LCD Projector Quantity (2): one for use and one for backup.

Part III: Proposal Components

III-1. Organizational Background/History

Provide a description of your company to include the following:

- A. Headquarters address and other offices
- B. Years in business
- C. Ownership
- D. Company leadership with bios
- E. Size of company/Number of employees
- F. Describe company philosophy and what makes your company unique or different
- G. List current state agency clients, and please describe any potential conflicts
- H. Qualified vendors are required to be registered in the STAARS (State of Alabama Accounting and Resource System) system. Vendors must include their vendor number in their proposal. Physical

address and email address listed with STAARS must be current. The State of Alabama Vendor Self Service portal is located at <https://procurement.staars.alabama.gov>.

III-2. Experience/Qualifications

We require a company that has a broad and deep experience in the field of training. This company of experts will be the key to providing a successful modernization training experience. We require that the modernization trainers include people that has actual real-world coding experience plus a vast array of teaching experience. This type of expertise is invaluable and cannot be substituted for by generic analysts or instructors.

The proposal should include a history of the company's experience with training State Government Employees.

- A. The Proposer must describe your experience in analysis, development, delivery and assessment of Transitional Training Projects.
- B. The Proposer must describe your experience implementing Transitional Training Projects with other states agencies.
- C. Although these are not requirements, they speak directly to the qualifications of the Proposer's credentials in this field of training, but are not limited to the examples listed below, and signify the Proposer's abilities & skill sets, please list title name, place title obtained, date title received. [Limit five (5) or less]
 - Microsoft Titles (MVP, Director, Gold Partner, etc.)
 - Speaking Association
 - Presentation Association

Proof of title or member affiliation may be due upon request for verification.

III-3. Capacity to Provide Service

- A. The Proposer must describe the personnel to be assigned to this project including their relevant experience, along with any specific software or platforms associated with the delivery of service.
- B. The Proposer must identify all key personnel that will fulfill each position including their Name, Role, Responsibilities, Qualifications, Certifications and Employee Status (employee or subcontractor).

III-4. Training Content

Describe proposed training, format (in-house/on-site classroom), target audience, and training outcomes.

- A. Must be able to provide training for up to 16 employees simultaneously.

III-5. Budget and Cost Effectiveness

List training fee, and estimated travel/expenses if separate from training fee for a total cost per training.

- B. Preference will be given to Proposers who give a flat daily rate as opposed to a per student rate.
- C. Preference will be given to Proposers who offer on-site instruction.

III-6. References

Please attach references including names, organization, and contact information for three (3) clients who can provide insights regarding skills, qualification and delivery of requested training services. References must be within the last 12 months.

III-7. Additional Information

Please include the following additional info:

- A. A completed Disclosure Statement as required by Section 41-16-80, et seq., Code of Alabama (1975). Copies of the Disclosure Statement, and information, may be downloaded from the Alabama. Attorney General's website at <http://www.ago.state.al.us/File-AL-Vendor-Disclosure-Statement>. Select the Resources tab.
- B. A completed E-verify Memorandum of Understanding available at www.uscis.gov/e-verify
- C. A completed W-9 available at www.irs.gov/pub
 - 01 A completed Beason-Hammon Certificate. Refer to Part XIX: Forms.

Part IV: Payment

IV-1. Payment of Service

No fees will be paid up front. Payment will be rendered after completion of agreed upon services and upon submission of an invoice approved by the project manager.

In the event of the proration of the fund from which payment under this contract is to be made, the contract will be subject to termination.

IV-2. Payment Specifications

Proposer's Training must be completed prior to final payment.

The Proposal should be submitted with an itemized expense/cost structure with materials, software, staff, travel, and other expenses specified separately. It should also include the estimated number and duration of on-site visits anticipated.

Part V: Renewal Terms

ADOL reserves the right to not renew the contract at the end of each contract term.

Part VI: Financial Stability

VI-1. Financial Statements

The following items should be submitted with the proposal:

The two (2) most recent independent audited financial statements (for fiscal year ended 2016, 2015, or 2014).

Written confirmation from an independent CPA firm indicating that the Proposer's Federal Income and Payroll Tax payments are current.

VI-2. Liabilities

Written confirmation from an independent CPA firm indicating whether there are any material outstanding liabilities that may threaten the Proposer's ability to remain a going concern in current FY.

A copy of a valid certificate of insurance indicating liability insurance in the amount of at least \$1,000,000 Dollars in current FY.

Part VII: Legal Requirements

VII-1. Standard Language

The Proposer must be able to agree to the following language which is required to be included in any awarded contract:

- A. In dealing with ADOL data, the Proposer must agree to be bound by all of the confidentiality provisions as set out in 20 CFR Part §603, Ala. Code §§25-2-22, 25-4-116, 25-4-118 & 25-5-294.
- B. The Agreement shall be governed by the laws of the State of Alabama. The parties hereto agree that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment No. 26. It is further agreed that if any provision of this Agreement shall conflict with any statute or constitutional provision or amendment thereof, either now in effect or which may, during the course of this Contract, be enacted, then that conflicting provision in the Contract shall be deemed null and void. The Contractor's sole remedy for settlement of any and all disputes arising under the terms of this Agreement shall be limited to the filing of a claim with the Board of Adjustments for the State of Alabama.
- C. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
- D. Department Does Not Waive Sovereign Immunity. Notwithstanding anything to the contrary in this Agreement, the Department of Labor does not waive sovereign immunity and expressly reserves sovereign immunity as a defense to any and all claims against the Department.
- E. Boycott/Open Trade Paragraph:

In compliance with Act 2016-312, the contractor hereby certifies that it is not currently engaged in, and will not 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.

VII-2. Assurances

During the performance of this contract, the Proposer (Contractor) must agree to the following:

- A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not

- otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - E. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - F. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The contractor will include the provisions of paragraphs XIX-2 (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States. [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971]

Part VIII: Forms

State of _____)

County of _____)

CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535, as amended by Act 2012-491)

DATE: _____

RE Contract/Grant/Incentive (describe by number or subject):

_____ **by and between**
_____ **(Contractor/Grantee) and**
_____ **(State Agency, Department or Public Entity)**

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of _____ with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by Act 2012-491) which is described herein as "the Act".
2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.

BUSINESS ENTITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit. "Business entity" shall include, but not be limited to the following:

- a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.
- b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

_____(a)The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.

_____(b)The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.

3. As of the date of this Certificate, Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;
4. Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this _____ day of _____ 20_____.

Name of Contractor/Grantee/Recipient

By: _____

Its: _____

The above Certification was signed in my presence by the person whose name appears above, on

this _____ day of _____ 20_____.

WITNESS: _____

Printed Name of Witness