

STATE OF ALABAMA



REQUEST FOR PROPOSAL

RFP # : ADOL-RFP-70130004

UNEMPLOYMENT INSURANCE MODERNIZATION PROJECT

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Part I: General Information

I-1. Purpose.

The Purpose of this request for proposal is to identify an appropriate team and approach to a system designed specifically for the Alabama Department of Labor (“ADOL”) to satisfy a need for Alabama’s Unemployment Insurance (UI) Modernization Project (“Project”), to include:

- A. Integrating current UI systems, processes and functions into the modernized solution
- B. Integrating up to date Federal, State and Local mandated UI requirements
- C. Preferring SQL, C#, and .NET development tools
- D. Fully normalizing UI data from the mainframe

I-2. Overview.

In 2014, wanting to update ADOL’s outdated mainframe UI Project, and with the knowledge that the cost of operating this system on the mainframe would be going up significantly in the near future, ADOL began research into the best ways to modernize this large system. In this context, ADOL’s working definition of the word “modernize” encompasses at least two functions:

- A. Migrating the UI computer system off of the 1980’s era mainframe computers and onto a .NET-based architecture,
- B. Employing specific software features that allow for the implementation of programs which determine UI eligibility, UI benefit generosity and UI Employer Tax Liability.

I-3. Scope.

The RFP is designed to solicit proposals from qualified Proposers to provide a fully functional modernized UI system.

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 a full replacement of all UI Benefits, Tax, Appeals and UI Reporting and Validation Mainframe applications.

I-4. Contract Type

It is the intent of ADOL to issue a Professional Services Contract. We reserve the right to not establish a contract after proposals have been reviewed.

I-5. Contract Duration

This contract shall be for a period of two (2) years with the option to renew for one (1) additional year thereafter.

I-6. RFP Number

ADOL has assigned the following RFP Identification. It should be used in all communications regarding the RFP. The RFP Number is: **ADOL-RFP-70130004**

I-7. RFP Website

Questions regarding the RFP should be submitted to lisa.white@labor.alabama.gov no later than 15 days before the submission deadline.

Information regarding this RFP and responses to proposers' questions will be posted no later than 10 days before the submission deadline, and maintained at:

<http://www.labor.alabama.gov/Ummodernization2017RFP>

I-8. RFP Deadline

Proposals shall be submitted no later than the Proposal Deadline of May 1, 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-9. 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 six (6) hardcopies.

Proposals that do not include at least one (1) signed and notarized original hardcopy may be disqualified.

Proposals must be mailed to the RFP Project Manager by the RFP Deadline to the following address:

"Proposal in Response to ADOL.RFP.70130004"

**Alabama Department of Labor
649 Monroe Street
Montgomery, AL 36131
Attention: Lisa White**

I-10. RFP Review Committee

The RFP Review Committee will be chaired by the Secretary for the Alabama Department of Labor, or his designee. Its members will consist of the ADOL Unemployment Insurance Director, the ADOL Finance Director, the ADOL Information Technology Director, the ADOL Labor Market Information Director and the ADOL Hearings and Appeals Director. These core members may appoint key staff members from their respective divisions as needed.

I-11. RFP Review Criteria

Each proposal will be evaluated based on the following criteria.

- Cost Fit – 40%
- Technical Fit – 40%
- Vendor Experience – 20%

Part II: RFP Project Managers

The ADOL and the Proposer will both identify their respective Project Managers and they will serve as their single point of contact and their respective roles are detailed below.

II-1. ADOL Project Manager

ADOL's Project Manager will:

- A. Work closely with the Proposer Project Manager to ensure successful completion of the project;
- B. Consult with the Proposer Project Manager to develop the Project Management Plan;
- C. Review weekly status reports and schedule weekly meetings with Proposer, as necessary;
- D. Coordinate participation from internal and external stakeholders as required;
- E. Establish an ADOL Project Team; and
- F. Coordinate ADOL's review of deliverables and recommend acceptance.

II-2. Proposer Project Manager

Proposer Project Manager will:

- A. Serve as an interface between the ADOL Project Manager and all Proposer personnel participating in this engagement;
- B. Develop and maintain the Project Management Plan, in consultation with the ADOL Project Manager;
- C. Facilitate regular communication with the ADOL Project Manager, including weekly status reports/updates, and review the project performance against the project plan;
- D. Facilitate weekly project status meeting for the duration of the engagement;
- E. Update the project plan on a weekly basis and distribute at weekly meetings for the duration of the engagement; and
- F. Be responsible for the management, coordination and deployment of Proposer personnel.

Part III: Requirements

III-1. Data Conversion and Migration

The Proposer must develop and execute a Data Conversion and Migration Plan to convert data in an accurate and timely manner that ensures data integrity and validity is maintained throughout the conversion and is available in the fully operational system implementation.

The Proposer is responsible for all tasks related to loading legacy data into the Project to include normalizing data into relational databases. ADOL will support the Proposer's data migration efforts by providing any existing documentation, access to the UC benefits and appeals legacy applications, and technical and functional Subject Matter Expert (SMEs). The Proposer must provide validation, metrics and auditing of converted data.

The Proposer must support UAT including providing converted data for user acceptance testing (UAT). The Proposer is responsible for performing and documenting the results of integration testing using converted data, prior to User Acceptance Testing.

The Proposer must include a detailed mapping and specifications of legacy data fields to the fields in the Project. The Proposer must identify of all data sources and data elements to be converted, replaced, or impacted. The Proposer must identify and analysis of any gaps between the legacy data and the target system that may impact functionality of the target system.

III-2. Functional Testing

The Proposer must develop and execute the System and Component Integration Testing plans to document the components included for integration and system testing adhering to ADOL guidelines.

The Proposer is responsible for updating the Integration and System Test Plans in subsequent stages of the project.

The Proposer must manage the testing process to include, but not limited to, performance testing to ensure that all agreed upon requirements have been met.

- A. System testing must include accessibility testing.
- B. System testing must include stress and load testing.
- C. System testing must include end to end process testing and testing of the transitions between business processes.

The Proposer must test with converted data as well as data created within the Project.

The Proposer must participate in the ADOL's UAT to assist the ADOL testers in becoming familiar with the Project, provision of test environment (including access for ADOL testers), and defect resolution.

The UAT participation task must include, but not be limited to, the following:

- A. Development of testing documentation
- B. Configuration of test environment with converted data and users' roles
- C. Support of ADOL's UAT
- D. Documentation of test results

The Proposer is responsible for developing system and component integration testing documentation.

The testing documentation must include traceability between use cases, functional design specifications, system design specifications, and requirements. The Proposer must agree to ADOL's exit criteria for successful testing.

The Proposer is responsible for defect management during development, implementation and operations of the Project. For the purpose of this project, "Defect" means any material error in the system that prevents or limits compliance with the required performance or functionality.

III-3. Security Testing

The Proposer must perform security testing which must include testing the Project to make sure all security requirements are implemented. The Proposer must include documenting results associated with security testing as well as resolution of any issues.

- A. The Proposer must ensure role-based security is working properly and that the Project will be protected from malicious attacks and security vulnerabilities.
- B. The Proposer must also include testing key safeguards according to NIST 800, ensuring that auditing is occurring and being archived.

The Proposer is responsible for development and execution of the Security Report deliverable. The Proposer must provide security reports at mutually agreed upon intervals, with reports due ten (10) calendar days following the end of each reporting period. These Security Reports should contain reports from the scans discussed below.

The Proposer must conduct periodic and special vulnerability scans, including scans that meet NIST SP 800-115 Technical Guide to Information Security Testing and Assessment; and install software/hardware patches and upgrades to protect all automated information assets, and correct/eliminate all discovered vulnerabilities as recommended by NIST SP 800-40 Revision 3 Guide to Enterprise Patch Management Technology. The Proposer must provide ADOL designated persons' access to review reports of the results of the scans. The Proposer must also adhere to the NIST SP 800-53 and IRS Publication 1075 throughout the process.

III-4. Implementation

The Proposer must develop and execute an Implementation Plan.

The Proposer must deliver a Pre-Implementation Report that details the Project is ready for a production environment deployment. The Pre-Implementation Report must address the following:

- A. All functional aspects of the Project
- B. Impact on workflow and staff productivity
- C. Defect analysis and prioritization
- D. Operability and stability of software
- E. Application security
- F. Accuracy and completeness of conversion of legacy data and manual data and impact of missing and erroneous data
- G. Completeness and accuracy of system documentation
- H. Accuracy and effectiveness of training methods and materials
- I. Response time and overall system performance
- J. System hardware, software, and telecommunications performance
- K. Accuracy/performance of system interfaces and enterprise application integration (EAI) processes
- L. All open risks, issues and action items
- M. Validation and testing of the new hardware and software in Production

The Proposer must work with ADOL to define the Implementation Schedule. ADOL must approve the Implementation Schedule prior to execution.

Upon completion of successful UAT and ADOL approval, the Proposer must implement the Project into production. The Proposer must provide access to the Project in the production application for users.

The Proposer must provide a Post-Implementation Report that describes the results of implementation activities and identify any variances or issues following the implementation.

III-5. ICON Modernization

A. Implement ICON via Web-Services

Xerox is transitioning off of their mainframe-based flat file transfer, and their preferred method of exchanging data is web-services. We wanted to fully modernize by moving to web-service implementation for all of the ICON programs. This simplifies things a lot by giving us a single point of management, storage, and communication for ICON's associated data. In order to utilize web-services effectively, programmers will need to be extremely familiar with web-service programming. Xerox uses XSD schemas. Proposer needs to have a proven track record in implementing web-service communication, especially the kind that Xerox requires. They also need to be very familiar with the details of the ICON schemas. Another difficulty is that Xerox does not exactly have a test system. They are able to forward production data to ADOL's testing environment, which helps, but they don't have a fully functional test system for all the applications on ICON.

B. Implement Data Station (DS)

A holding area for data that comes into the state from Xerox and data that leaves the state going to Xerox.

When implementing the ICON Data Station, Proposer must consider the following:

- 01 Diagnostics
- 02 Tracking
- 03 Validation

C. ICON Infrastructure

01 Hardware

Windows web server accessible to Xerox and to your internal network. This runs the web service interface as well as the administrative web site and the User-facing ICON screens

Windows machine to host SQL Server

02 Software

SQL Server Enterprise. This stores the incoming and outgoing XML data, as well as all of the data necessary to make business decisions on the ICON data.

III-6. Additional UI Requirements

The mission of the UC Division is to provide temporary, partial income replacement to workers who are unemployed or underemployed through no fault of their own. UC Benefits are paid through the UC Trust Fund, which is funded by employer tax contributions. The administration of the UC program is primarily funded by the Federal government and regulated by the US Department of Labor (USDOL).

The UC benefits and appeals legacy applications are critical to providing accurate and timely UC benefits to eligible individuals. The overall vision for this project is to implement a seamless UC benefits system that permits excellent customer services, quality, and operational efficiencies, and is sustainable and adaptable in the future.

The Solution, when fully implemented, must:

- A. Process UC initial claims, continued claims, benefit payments, benefit charges, appeals, overpayments, and provide for fact-finding and adjudication, fund accounting, financial reporting, and federal and management reporting.
- B. Perform with high reliability, consistency, and accuracy.
- C. Be easily configurable, and upgradable to meet current requirements while also offering the flexibility to support future program needs, often mandated by state and federal law changes; such as implementing a unique identifier other than the SSN.
- D. Increase system integrity by ensuring data accuracy, protecting the confidentiality of system data, and improve fraud detection efforts
- E. Please indicate proposer's capabilities (yes or no) in each category and, if yes, whether services are provided by in-house staff or are outsourced and to whom. The requirements are categorized (but not limited to) the following functional areas:
 - Appeals
 - Benefit Charging
 - Benefit Payments
 - Claimant Investigations
 - Claims Intake
 - Claims Maintenance
 - Continued Claims/Certifications
 - Employer Maintenance
 - Federal Reporting
 - Federal Special Programs
 - Financial/Monetary Determinations

- Fraud Crosschecking
- Interstate/Federal Programs
- Non-Monetary Determinations
- Overpayments
- Program Maintenance
- Reemployment
- Tax
- Trust Fund Accounting
- UI Performs/Benefit Accuracy Measurement (BAM)
- UI Performs/Benefit Timeliness & Quality (BTQ) Non-Monetary
- UI Performs/Data Validation
- UI Performs/Federal Reporting
- UI Performs/Quality Appraisal Appeal

The Alabama Department of Labor currently runs multiple applications that were developed both in-house and by third-parties to accomplish its mission. A fully integrated solution would create a seamless interface for all functions of the UC benefits, tax, and appeals process. Thus, reducing the cost of maintenance being paid for solutions that are not performing to expected standards.

Part IV: Architecture Design Requirements

IV-1. Infrastructure Adaptability

The project must interface with other investments that ADOL has made with respect to Software and Hardware products.

IV-2. N-Tier Architecture based on Microsoft .NET-based technologies

A n-tier architecture is one which includes (at least) a database layer (SQL), application layer, and presentation layer, all of which communicate through a set of open, widely supported, interface standards. 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. Proposers who propose Projects based on Microsoft .NET-based /SQL will score higher in the “technical fit” scoring category. Alternative Projects are certainly entertained, and will be fully evaluated, in consideration of the total cost of ownership of a modernized GUIDE system based on that technology.

A. Database Tier

ADOL prefers the enterprise-wise relational database services platform to be SQL Server. Alternative hardware platforms for hosting the Database tier may be evaluated, but would be considered following a total cost of ownership analysis.

B. Application Tier

ADOL strategic enterprise direction is Windows Server 2016.

C. Presentation Tier

Industry accepted best practices and de-facto standards for .NET-based, user interface design will be employed throughout the application. Deviations from these standards may be proposed, on an exception basis, to accommodate special requirements which may be discovered in the detailed systems design and/or following usability/acceptance testing.

IV-3. Table-Driven Application Configuration Architecture

Wherever practical and appropriate, the application shall be designed to be database “table driven”, so that business rule parameters and code lookup tables can be easily updated without changing the overall application program logic.

IV-4. Interactive vs. Batch Oriented Processing Application Mix

A significant proportion of the current GUIDE application architecture is batch-oriented. In the Project, consideration should be given, where practical and appropriate, to conduct the majority of processing in a real-time, interactive-based model.

Part V: Disaster Recovery

V-1. Disaster Recovery

A formal disaster recovery plan and supporting processes shall be invoked by the Proposer, within the startup phase of the project to insure that adequate system redundancy and backup are in place to support system development and implementation phases.

Part VI: Performance

System performance is defined by the system availability to users and the time that it takes for the system to execute functions. The Proposer will be responsible for providing software and hardware specifications that will allow the Project to meet the system performance requirements outlined below.

VI-1. Availability

The Project must have a 99.5% up time. Planned and approved outages will not be considered unavailable.

A. Planned Outages

Planned outages or scheduled maintenance should result in less than 1.0% reduction in overall availability.

B. Unplanned Outages

Unplanned outages or unscheduled maintenance should result in less than 0.4% reduction in overall availability.

VI-2. Transaction Time

The Project must sustain an acceptable performance response time with a minimum 1,500 concurrent user sessions and a concurrent transaction load rate of 140 active requests per second. Response time is measured as the time that the server receives a request until the request is ready to be sent back to the client.

VI-3. Capacity

During periods of high unemployment, it is expected that the system will sustain substantial growth rate each year, in data file sizes, customer usage and transaction loads. This growth rate must be factored and included in the system design and architecture, ensuring the Project is scalable, with minimal degradation to response times or performance permitted.

Provide proficient resource allocation that will allow for maximum performance at both peak and non-peak usage times

Monday and Tuesday nights are historically the most resource demanding processing times. The Project must be able to accommodate this workload.

VI-4. Archiving

The Project must include archiving procedures and processes to manage the data, including images.

The Project must integrate with ADOL's image retrieval systems (Digitech Papervision Enterprise).

VI-5. System Configuration

ADOL requires that operating systems must be configured to be compatible with .NET based systems. All hardware configurations necessary to meet this requirement will be the responsibility of the Proposer.

Part VII: Supportability

ADOL has conducted a staff skills inventory which identifies training and future skill sets needed to support the Project. Among the strategies for growing the needed internal skill sets are:

- A. Acquire externally provided, instructor led, classroom training
- B. Facilitate internal, “peer to peer” skills and knowledge transfer among existing staff
- C. Facilitate “vendor to staff” skills transfer and collaborative learning opportunities
- D. Procure computer-based training or self-paces “on-the-job” learning opportunities

Part VIII: Navigation

Data entry or screen navigation will lead users through a process, requesting information as needed and providing helpful hints and/or error messages that are meaningful. The interface will be intuitive, such that a new user, who is reasonably familiar with navigation of keyboard and mouse interfaces, can use the system with a minimal amount of training.

Part IX: System Access and Security

Security authentication, authorization, and audit processes shall be integrated into the underlying design of the Project. The system shall be designed so that security is flexible and adaptable, and can easily be extended to leverage newer security standards or technologies that may be considered in the future (i.e., 3-factor authentication, PKI, biometrics, etc.).

IX-1. Auditing/Logging

The system will log transactions where appropriate and practical. Each transaction will be identified with a time/date stamp and identification of system or person who initiated and/or authorized the transaction. Auditing/logging history shall be readily available, for data mining/reporting purposes, to authorized audit staff. Should be compatible with ADOL’s existing log aggregation solution. (Arcstore)

Part X: Logical Application Environments

ADOL has outlined the following environments required to support and maintain the Project.

X-1. Product Environment

The production environment takes into consideration the fact that customers may seek services 24 hours a day, but the agency understands that a small percentage of downtime is acceptable. The environment also anticipates a substantial user load. When a large number of users need to access a system for information at the same time, a robust architecture that can grow and scale as needed is required.

X-2. Test Environment

In order to maintain an application environment properly, it is desired to maintain a test environment that mimics the live production environment at all times, including hardware and software. This test environment can be used to test application changes before they are deployed to the real world. This step is an important part of the quality assurance model, where all changes are thoroughly tested to minimize the risk of adverse reactions in the production environment. While it is necessary to mimic all of the functions of the production environment, it is not necessary to maintain the same load capacity. The test environment will not generally handle the same production load; however, it is the practice of

ADOL to maintain this database as an exact copy of the production database. Note: The hardware for this environment should be consistent with the production environment.

X-3. Training Environment

A Training environment can also be used to provide for department application training or other forms of testing as needed. This environment will require servers and databases that will be used for training classes that must support an average class size of 10 with a maximum of 25 students at any given time.

Part XI: Reporting Environment

This environment will house a reporting subset of the production database files which are refreshed daily using production file updates. Pre-defined database views will provide the capability for users to execute complex queries and perform ad-hoc reporting using standard query tools.

Part XII: Project Team

Successful UI modernization projects have the right team providing the service which is the biggest factor determining success, and as such it is of primary importance in ADOL's requirements.

XII-1. Proposer's Information

Please provide the following information with your proposal.

- A. Headquarters address and other offices
- B. Years in business
- C. Ownership
- D. Agency leadership with bios
- E. Number of employees
- F. Describe agency philosophy and what makes your agency 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>.

XII-2. UI Experience

Broad and deep experience in Unemployment Insurance. We require a team that knows UI from the ground up to the top level. This team of experts will be the key to providing a successful modernization experience. We require that the modernization team include people that served at the bureau chief level, because these people typically rise through the ranks to become the foremost expert on how UI rules are to be implemented at the state level. This type of expertise is invaluable and cannot be substituted for by generic analysts or engineers. We also require that the team include a former deputy commissioner (or COO) because this person has the big picture of how the systems fit together into a coherent whole, and how the system/service fits into the framework of a Department of Labor. Again, this kind of real-world experience is critical.

- A. The Proposer must provide an organizational chart indicating lines of authority for personnel involved in performance of this Contract and relationships of this staff to other programs or functions of the Proposer. This chart must also show lines of authority to the next senior level of management and indicate who within the Proposer organization has prime responsibility and final authority for the work.

- B. The Proposer must identify all key personnel that will fulfill each role including their Name, Role, Responsibilities, Qualifications and Employee Status (employee or subcontractor).
- C. The Proposer must describe your experience implementing Unemployment Insurance Projects in other states.
- D. The Proposer must describe your experience in development, maintenance and improvement of public sector projects of similar size and complexity.”
- E. The Proposer must list experience in working with state agencies
 - 01 Please include two additional case studies of your best work regardless of industry or campaign subject
 - 02 Include the strategy, execution, and results
 - 03 Provide bios of the lead team members who would work on this assignment, including their experience in working with state agencies, if applicable
 - 04 Describe privacy policies your agency has in place and any completed certifications
- F. Additional Information
 - 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.

XII-3. Modernization Experience

Experience actually doing a successful modernization. UI expertise is necessary, but not sufficient. In addition, the team must include several key members who have accomplished a successful modernization. ADOL is unwilling to gamble on an unproven team, and we feel this requirement is necessary to ensure ADOL’s success. We also require a Data Architect that has experience performing a complete data conversion from a GUIDE-based mainframe into a relational database. The term GUIDE refers to the specific program that resides on ADOL’s mainframe and currently operates Alabama’s UI program. We know that there are serious issues with the data in that system that must be addressed as part of a modernization effort. Therefore, we require a Data Architect that has successfully performed such a data conversion. This Data Architect must know the problem we have in data integrity based on his prior experience, and he must put forward a credible plan to fix the data integrity problems. Additionally, we require a Quality Assurance (QA) manager with experience successfully deploying a modernized system. The QA manager is a key person in ensuring that they service is delivered complete and without bugs.

Part XIII: Data Proprietorship

All UI data is owned by ADOL securely.

All data must be provided to ADOL periodically on a schedule determined by ADOL. *(only needed for SaaS)*

The Proposer will not have access to Treasury Off-Set Program information and will be subject to P1075 regulations.

Part XIV: Payment

XIV-1. Payment of Service

ADOL will only pay in full for the service once it has been deployed and is able to be utilized by ADOL staff.

XIV-2. Payment Specifications

System must be feature complete, including Alabama-specific functionality and configuration prior to procurement.

Proposers who propose little to no upfront fees before system deployment will score higher in the “cost fit” scoring category. This precaution will ensure that ADOL is not paying for software and services that never materialize.

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

Part XV: Escrow of Artifacts

- A. The Proposer must deliver an Escrow of Artifacts Package (EoAP) to an Escrow Agent and enter into an escrow agreement on commercially reasonable terms subject to the provisions of this Contract within thirty (30) days of the execution of this Contract.
- B. If at any time during the term of this Contract, the Proposer provides a maintenance release, upgraded version of the Licensed Software, or any additional changes impacting source code, the Proposer must, within ten (10) days deposit with the Escrow Agent.
- C. The ADOL reserves the right, at any time, either itself or through a third party contractor, upon thirty (30) days written notice, to seek verification of the EoAP.
- D. The EoAP must include:
 - 02 A complete copy in machine-readable form of the source code and executable code of the Licensed Software, including any updates or new releases of the product;
 - 03 A complete copy of any existing software source code, scripts, data flow diagrams, record layouts, database structures, passwords, software development tools, design documentation and user documentation, including any updates or revisions; and/or
 - 04 Complete instructions for compiling and linking every part of the source code into executable code for purposes of enabling verification of the completeness of the source code. Such instructions must include all tools used to generate executable code.
- E. The EoAP may be released from escrow to the ADOL, temporarily or permanently, upon the occurrence of one or more of the following:
 - 01 The Proposer becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under bankruptcy or insolvency law, whether domestic or foreign;
 - 02 The Proposer has wound up or liquidated its business voluntarily or otherwise and the ADOL has reason to believe that such events must cause the Proposer to fail to meet its warranties and maintenance obligations in the foreseeable future;
 - 03 The Proposer voluntarily or otherwise discontinues support of the provided products or fails to support the products in accordance with its maintenance obligations and warranties.
- F. If the ADOL desires to obtain the EoAP from the Escrow Agent upon the occurrence of an event in this Section, then:
 - 01 The Proposer must comply with all procedures in the Escrow Contract;
 - 02 The ADOL must maintain all materials and information comprising the EoAP in confidence in accordance with this Contract;

- 03 If the release is a temporary one, then the ADOL must promptly return all released materials to Proposer when the circumstances leading to the release are no longer in effect.
- G. Upon release from the Escrow Agent pursuant to an event described in this Section, the Proposer automatically grants the ADOL a non-exclusive, irrevocable license to use, reproduce, modify, maintain, support, update, have made, and create derivative works.
- H. Further, the ADOL must have the right to use the EoAP in order to maintain and support the Licensed Software so that it can be used by the ADOL as set forth in this Contract.
- I. Any derivative works to the source code released from escrow that are made by or on behalf of the ADOL must be the sole property of the ADOL.

Part XVI: Renewal Terms

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

Part XVII: Financial Stability

XVII-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 2015, 2014, or 2013).

Written confirmation indicating that the Proposer's Federal Income and Payroll Tax payments are current.

XVII-2. Liabilities

Written confirmation 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 XVIII: Legal Requirements

XVIII-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.

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."

- 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.

XVIII-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 XIX: 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