

**THE ALABAMA CONSTRUCTION INDUSTRY
CRAFT TRAINING BOARD (“CTB”)**

**REQUEST FOR PROPOSALS (RFP) FOR
CONSTRUCTION PROFESSIONAL SERVICES**

RFP Release Date: Monday, December 14, 2020

DEADLINE FOR PROPOSALS: 5:00 P.M. CT, Friday, January 22, 2021

The Alabama Construction Industry Craft Training Board (the “Issuer” or “Board”) is soliciting proposals and expects to issue a contract for construction professional services (hereinafter “professional services”), for the purpose of leading and overseeing the Issuer’s program as its Executive Director.

SPECIAL NOTES.

A. Respondent must be able to provide leadership and oversight to the planning, implementation, and evaluation of grant funded training activities undertaken in pursuit of the Issuer’s mission purpose and goals. The Executive Director shall act as the administrative leader of the program and implement the policies of the Issuer’s Board of Directors, reporting directly to the Board. Due to these critical functions, the personality of the Director, as well as his/her interpersonal skills, will be paramount for the filling of this position.

B. The Alabama Legislature created and funded a unique program for a coordinated effort between the construction industry and educational institutions to promote and fund construction industry craft training and education to enhance the work force for this industry. The industry, and these supporting educational/training institutions, are guided by the professions of architecture, engineering and building science for the oversight and enhancement of these craft skills. Thus, this position of Executive Director requires a post-secondary degree or work experience in at least one of these professions. This degree shall be a bachelor-of-science in either architecture, engineering or building science from an accredited university or college. The required experience in either of these professions shall be a minimum of five years of full-time employment. Proof of past professional performance and quality of services, technical competence, professional capabilities, and project management techniques is required.

SCHEDULE. The Issuer has not finalized the schedule but anticipates the hiring timeline to be six to eight weeks following the deadline for proposals.

PROPOSAL DUE DATE. A Proposal, delivered in the form and manner prescribed in this RFP, must be received by the Issuer not later than 5:00 P.M. CT on Friday, January 22, 2021.

DELIVERY OF THE PROPOSAL. A proposal must be delivered to the Issuer via email to Mr. Gary Savage at garysavage2800@gmail.com no later than the Proposal Due Date. The subject line must read “Proposal for Construction Professional Services for CTB.” Issuer will acknowledge receipt via a reply email.

AWARD OF CONTRACT. As of the Release Date of this RFP, it is anticipated that a respondent will be selected and notified not later than ten days after the Proposal Due Date for purposes of negotiating a contract. If the negotiation is not satisfactory to the Issuer, Issuer reserves the right to commence negotiations with the next best qualified proposer, and so on.

RESERVATION OF RIGHTS OF ISSUER. Issuer reserves the right to cancel the RFP without cost to the Issuer if the Issuer believes such action would be in its best interest. No fees or costs will be paid to the successful respondent if a written contract is not fully executed by the parties, reviewed by the Legislature’s Contract Review Committee, and approved by the Governor.

FORM OF PROPOSAL. A Proposal must conform to the requirements specified in this RFP.

BACKGROUND. The Issuer is a legislatively created board supported by the Division of Construction Management of the Department of Finance. The Issuer is an instrumentality of the State of Alabama (the “State”), organized pursuant to the provisions of Act No. 2015-308 of the Legislature of Alabama, codified at Section 41-4-410, et. seq., Code of Alabama 1975. Among Issuer’s statutory powers is the authority to manage and govern the Alabama Construction Industry Craft Training Program, as well as disburse funds from the Craft Training Fund as it deems appropriate.

SCOPE OF SERVICES FOR EXECUTIVE DIRECTOR:

Program Planning and Administration

- Assist the Board in developing and implementing a long-range strategic plan to achieve its mission and goals.
- Provide professional oversight and monitoring of the craft training programs funded through the program.
- Partner with, build relationships with and provide professional technical assistance to third party training providers such as technical and community colleges or institutions.
- Develop policy and procedure recommendations for the Board to achieve its mission and goals.
- Implement all policies approved by the Board.
- Maintain official records and documents, ensuring compliance with federal and state regulations as well as any professional requirements.
- Applying technical standards, develop and implement evaluation criteria for awarding grants and determining progress of recipients.
- Administer onsite evaluation and review of grant recipients and their training programs, applying professional standards.

Community, Industry and Public Relations

- Promote the mission and goals of the Board.
- Serve as a professional and technical resource for training programs, engineers, architects, contractors, and others that plan to submit or utilize grant proposals to the Board.
- Collaborate with programs, industry professionals and stakeholders to ensure quality grant requests and awards that meet the mission and goals of the Board.
- Highlight best practices, professional standards, model programs, and areas of potential partnerships for programs and stakeholders.
- Provide technical and professional support to programs that are awarded grants.
- Establish positive working relationships with the following: state and national professional association leaders; appropriate local, state and federal government officials and industry executives, professionals and officials.

Incidental Tasks

- Work with staff, board members, and grant recipients to carry out policies and initiatives authorized by the Board.
- Monitor receipts and expenditures in compliance with accounting procedures of the State of Alabama.
- Provide reports regularly to the Board and upon request of the Board.
- Ensure that the Alabama Craft Training Board adheres to all applicable rules and regulations as required by the State of Alabama and the Alabama Department of Finance.
- Recruit, hire, and supervise staff and consultants as directed and approved by the Board, to whom many of the above listed incidental tasks will be delegated.

REQUIREMENTS FOR PROPOSALS. A Proposal must contain the following information.

1. Be covered by a transmittal letter that includes the following:

(a) the name, address and phone number of the individual who will be the Proposer's contact for matters relating to the Proposal;

(b) a statement that this RFP has been read and confirming that the Proposal fully complies with all of the requirements of this RFP and that the terms and conditions are accepted;

(c) a statement that the Proposer is familiar with the Issuer's enabling legislation and all other laws that affect the program of the Board.

(d) a statement that the Proposer has not been debarred from doing business with the State of Alabama or any department, agency, board, or commission thereof.

(e) a statement that any Special Notes that may be set out above have been considered and are addressed in the Proposal.

(f) a statement that the facts stated in the Proposal are true and complete and are intended to be relied upon by the Issuer in evaluating the Proposal.

2. A resume which includes, at a minimum, the following information:

(a) Post-secondary education including the institution attended, years attended, and degree(s) awarded;

(b) Work experience in the fields of architecture, engineering and/or building science including the employer's name, supervisor's name and phone number or email address, years worked, and approximate number of hours worked per week.

3. A narrative addressing how the offeror will implement and execute the Scope of Services set forth and described in this RFP, including management concepts, approaches, and administrative techniques for delivering the required services to the Issuer. The narrative should also address how an offeror's education, work experience, and skills possessed will contribute to effective delivery of services to the Issuer in furtherance of the Issuer's mission.

4. A fee proposal which shall include the hourly rate for the professional services to be rendered and all estimated expenses including printing and travel. Each anticipated expense must be described and the estimated cost stated. Reimbursement of expenses will be as stated in the General Terms and Conditions set out below. The fee proposal may be based on either a flat rate or hourly rate and should be based upon monthly invoicing for services provided the preceding month.

EVALUATION OF PROPOSALS - Proposals will be the basis for the initial evaluation by the Issuer. Required experience, qualifications and education as set forth in the SPECIAL NOTES section of this RFP as well as a fee proposal must be specifically set forth in the proposal and will be critical to the evaluation. The Issuer may call for additional information and may solicit a best and final proposal from less than all of the respondents.

This is a qualifications-based selection process and will be based upon the following information that must be included in the proposal:

a. Specialized expertise, experience, capabilities, or technical competence that will serve the Scope of Services outlined above.

b. Available resources to perform the Scope of Services.

c. Records of past performance, quality of work, cost control, contract administration, etc. that will serve the Scope of Services.

- d. Proposed management/administrative techniques for the grant award and oversight of craft training programs.
- e. Ability and proven history in handling special projects.
- f. Evidence of required post-secondary degrees and/or work experience.
- g. Price based upon the fee proposal submitted.

The final terms of the engagement, including the final price, will be determined by negotiation and commemorated in a written agreement. The Issuer anticipates that any contract awarded pursuant to this RFP will be for a two-year term and may contain a renewal provision.

GENERAL TERMS AND CONDITIONS FOR THIS RFP. All proposals are subject to these Terms and Conditions:

1. **PROHIBITED CONTACTS; INQUIRIES REGARDING THIS RFP.** From the Release Date of this RFP until a contract is awarded, parties that intend to submit, or have submitted, a Proposal are prohibited from communicating with any member of the Issuer or its support staff for this transaction who may be identified herein or subsequent to the Release Date, regarding this RFP or the underlying transaction except as follows:

Questions related solely to the RFP process may be submitted via email to Mr. Gary Savage at garysavage2800@gmail.com.

Questions on other subjects seeking additional information and clarification that are not limited to the RFP process must be made in writing and submitted via email to Mr. Gary Savage at garysavage2800@gmail.com. Such questions must be submitted sufficiently in advance of the deadline for delivery of Proposals to provide Issuer time to develop and publish an answer. A question received less than two full business days prior to the deadline may not be acknowledged. Questions and answers will be published to those parties receiving the RFP who have not informed the Issuer's contact that a Proposal will not be submitted.

2. **NONRESPONSIVE PROPOSALS.** Any Proposal that does not satisfy requirements of the RFP may be deemed non-responsive and may be disregarded without evaluation in the sole discretion of the Issuer. The Issuer reserves the right to seek clarification or supplemental information from any Proposer.

3. **CHANGES TO THE RFP; CHANGES TO THE SCHEDULE.** The Issuer reserves the right to change or interpret the RFP prior to the Proposal Due Date. Changes will be communicated to those parties receiving the RFP who have not informed the Issuer's contact that a Proposal will not be submitted. Changes to the deadline or other scheduled events may be made by the Issuer as it deems to be in its best interest.

4. **REJECTION OF PROPOSALS.** The Issuer reserves the right to reject any and all proposals and cancel this Request if, in the exercise its sole discretion, it deems such action to be in its best interest.

5. **EXPENSES OF PROPOSAL.** Issuer will not compensate a Proposer for any expenses incurred in the preparation of a Proposal or in subsequent negotiations.

6. **DISCLOSURE STATEMENT.** A Proposal must include one original Disclosure Statement as required by §41-16-82, et seq., Code of Alabama 1975. Copies of the Disclosure Statement may be downloaded from the State of Alabama Attorney General's web site at <https://www.alabamaag.gov/Documents/files/File-AL-Vendor-Disclosure-Statement.pdf>. Instructions for completing the form may be found at <https://www.alabamaag.gov/Documents/files/Vendor-Disclosure-Instructions.pdf>.

7. **LEGISLATIVE CONTRACT REVIEW.** Personal and professional services contracts with the State may be subject to review by the Contract Review Permanent Legislative Oversight Committee in accordance with Section 29-2-40, et seq., Code of Alabama 1975. The proposer is required to be knowledgeable of the provisions of that statute and the rules of the committee's website is <http://www.legislature.state.al.us/aliswww/isd/house/contractreviewcomm.aspx>. The Committee's rules can be found here: http://www.legislature.state.al.us/aliswww/JointCommittees/ContractReview/Forms/Comprehensive_Manual.pdf.

If a contract resulting from this RFP is to be submitted for review you must provide the required forms and documentation required for that process.

8. **THE FINAL TERMS OF THE ENGAGEMENT.** Issuance of this RFP in no way constitutes a commitment by the Issuer to award a contract. The final terms of engagement for the service provider will be set out in a contract which will be effective upon its acceptance by the Issuer as evidenced by the signature thereon of its authorized representative and upon approval of the Governor. Provisions of this RFP and the accepted Proposal may be incorporated into the terms of the engagement should the Issuer so dictate. Notice is hereby given that there are certain terms standard to commercial contracts in private sector use which the State is prevented by law or policy from accepting, including indemnification and holding harmless a party to a contract or third parties, consent to choice of law and venue other than the State of Alabama, methods of dispute resolution other than negotiation and mediation, waivers of subrogation and other rights against third parties, agreement to pay attorneys' fees and expenses of litigation, and some provisions limiting damages payable by a proposer, including those limiting damages to the cost of goods or services.

9. **BEASON-HAMMON ACT COMPLIANCE.** A contract resulting from this RFP will include provisions for compliance with certain requirements of the Beason-Hammon Alabama taxpayer and Citizen Protection Act (Act 2011-535, as amended by Act 2012-491 and codified as Sections 31-13-1 through 35, Code of Alabama 1975, as amended), as follows:

E- VERIFY ENROLLMENT DOCUMENTATION AND PARTICIPATION AS REQUIRED BY Code Section 31-13-9(b). Contractor that is a “business entity” or “employer” as defined in Code Section 31-13-3, will enroll in the E-Verify Program administered by the United States Department of Homeland Security, will provide a copy of its Memorandum of Agreement with the United States Department of Homeland Security that program and will use that program for the duration of this contract.

CONTRACT PROVISION MANDATED BY SECTION 31-13-9(k): “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.”

10. **FREE TRADE/NO BOYCOTT COMPLIANCE.** Act 2016-312 prohibits state agencies from entering into public contracts with a business entity unless the contract includes a representation that the business is not currently engaged in, and an agreement that the business will not engage in, the boycott of a person or an entity based upon the person or business doing business with a jurisdiction with which the state can enjoy open trade.

CONTRACT PROVISION MANDATED BY POLICY RELATING TO ACT 2016-312: “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.”

11. **EXPENSES RELATING TO SERVICES PROVIDED.** Unless otherwise specified, the awardee’s expenses shall be charged at actual cost without mark-up, profit or administrative fee or charge. Only customary, necessary expenses in reasonable amounts will be reimbursable, to include copying (not to exceed 15 cents per page), printing, postage in excess of first class for the first one and one-half ounces, travel and consulting services (preapproved by Issuer). The cost of research, cellular phone service, fax machines, long-distance telephone tolls, courier, food, or beverages are not reimbursable expenses without prior authorization, which will not be granted in the absence of compelling facts. All travel expenses must be pre-approved by Issuer and shall be reimbursed at the rate being paid to state employees on the date incurred. Necessary lodging expenses will be paid on the same per-diem basis as state employees are paid. Any other pre-approved travel expenses will be reimbursed on conditions and in amounts that will be declared by the Issuer when granting approval to travel. Issuer may require such documentation of expenses as it deems necessary.

12. **INDEPENDENT CONTRACTOR.** If a contract is awarded under this RFP, the awardee will be an independent contractor for the Issuer and shall not be deemed an employee of the State of Alabama or the Issuer and will not be entitled to any benefits under the State Merit System. The awardee shall have no power or authority to bind or otherwise obligate the Issuer in any manner, except to the extent expressly approved by the Issuer. The awardee shall provide professional services utilizing the highest standards of ethics under the laws of Alabama. He or she should take special care to avoid any conflicts of interest in providing these services. The

awardee or any of his or her immediate family members are not to be regulated by the Issuer or receive any benefits from the Issuer other than compensation for services performed under this Contract. By responding to this RFP, an offeror warrants that neither he or she (or an employee employed by the offeror) is licensed or regulated by the Issuer; has a family member (spouse or a dependent) who is an officer, owner, partner, board of director member, employee, or holder of more than five percent of the fair market value of a business regulated by the Issuer or that receives a grant from the Issuer. The awardee shall immediately report to the Issuer in writing any change in such status. Without limiting the forgoing requirement, the awardee shall conduct its business in a manner that will reflect favorably on the Issuer and its image, credibility, good name, goodwill, and reputation of the Issuer. Further, in carrying out the responsibilities under a contract stemming from this RFP, the awardee shall comply with all legal requirements governing the Board.

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