

**Request for Proposal (RFQ)**  
**RFQ ALSDE 25000003006-ASSESSMENTS ARI**  
**Alabama State Department of Education,**  
**Alabama Reading Initiative Section**

**Alabama State Department of Education**



**Request for Qualifications**

**RFQ ALSDE 25000003006-ASSESSMENTS ARI**

**ALABAMA LITERACY TASK FORCE K-3 UNIVERSAL SCREENERS REVIEW**

**Alabama State Department of Education**

**Alabama Reading Initiative Section**

Inquiries related to this RFQ are to be emailed to:

Cindy Gillespie

Office of Operations

Alabama State Department of Education

Email: [RFQproposals@alsde.edu](mailto:RFQproposals@alsde.edu)

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**Deadline: NEW ELECTRONIC PROCEDURES FOR SUBMISSION**

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**Proposals must be received no later than 4:00 p.m. on September 12, 2025.**

**It is required that each supplier clearly note the RFQ ALSDE 25000003006 ASSESSMENTS ARI**

**Number & Supplier Name in the subject line and email to: [RFQproposals@alsde.edu](mailto:RFQproposals@alsde.edu)**

**The proposal package must contain the following and be submitted electronically. Email all questions to the same email address.**

1. The proposal must be signed by an official authorized to legally bind the supplier to the information provided.
2. Must be currently registered with The Alabama Department of Finance, Division of Procurement as a State Supplier and provide supplier number. [Division of Procurement](#)
3. The supplier must complete the affidavit for business entity/employer/supplier. Verification of enrollment in E-verify should be presented on the form found in Appendix A.

**Pursuant to Alabama Administrative Code rule 355-4-3.03(12), proposal openings are not open to the public.**

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## **Section 1.00 Administrative Overview**

### **1.1 Purpose and Background**

**Purpose:** The purpose of this RFQ is to fulfill responsibilities outlined in the *Alabama Literacy Act* where the Alabama Literacy Task Force will provide recommendations for a “list of vetted and approved assessments that are valid and reliable reading screening, formative, and diagnostic assessment systems for selection and use by local education agencies.” Each approved assessment system shall do all of the following:

- Provide screening and diagnostic capabilities student progress (including progress monitoring)
- Measure, at a minimum, phonological awareness, the alphabetic principle, including letter naming, letter sound, and sound letter correspondences, decoding, encoding, accuracy, vocabulary, and comprehension.
- Identify students who have a reading deficiency/(deficiencies), including identifying students with characteristics of dyslexia.
- Minimize the impact on instructional time in its implementation
- Show integration of assessment results with instructional support for teachers and students
- Report results of the assessment to teachers, administrators, and parents in a timely fashion (as well as to the ALSDE)
- Serve as a summer growth measure during summer reading camp in addition to the three benchmark assessments and progress monitoring

**Background:** The *Alabama Literacy Act* was established in 2019, with its last revision in 2022. The original vetting resulted in six assessment systems being approved for usage in Alabama public schools that serve kindergarten, first grade, second grade, or third grade. Upon a second review by the Literacy Task Force, two assessment programs were deemed to best meet needs, however, continued use of all six assessment programs are approved through the 2025-2026 school year. Schools have been provided \$6 per child to use these assessment systems from 2019 until the current date. Continued financial support is expected. As of fall of 2024, schools are now provided those funds for 4<sup>th</sup> and 5<sup>th</sup> grades.

Universal screening data is submitted to the Alabama State Department of Education by the supplier after conducting the benchmark assessments (including summer), and data is uploaded on the centralized data platform for schools to use in their problem-solving team processes. Data is also reported to the legislature which include identified deficiencies. These assessments are used to help problem solving teams discuss consistent deficiencies which result in additional intervention support outlined in the *Alabama Literacy Act*.

## 1.2 Anticipated Timetable

Question Submission Deadline August 18, 2025 3:00PM

Question Responses Due August 20, 2025, 5:00PM

Proposal Submission Deadline September 12, 2025 , 4:00PM

NOTE: All Questions must be emailed to [RFQqanda@alsde.edu](mailto:RFQqanda@alsde.edu) by the deadline noted above. All Q & A will be posted in STAARS and Alabama Achieves website [ALSDE | Alabama Achieves](#) on the designated date noted above.

## 1.3 Proposal Evaluation

An Evaluation Team will review the proposals and make a recommendation. The criteria listed below will be used to evaluate the proposals for the purpose of ranking them in relative position based on how fully each proposal meets the requirements of this RFQ.

### Evaluation Criteria:

Phase 1: Eligibility Criteria	The eligibility criteria are areas specifically outlined in the <i>Alabama Literacy Act</i> which are required for assessment programs. All areas of this section <b>MUST</b> be present for a program to <b>QUALIFY</b> for a review. A “no” checked in any of the boxes for this phase, <b>will not continue through the review process</b> and will not be eligible for use in Alabama K-3 schools as an early year’s assessment/universal screening program. <b><i>*Disqualification section.</i></b>  49 possible points
Phase 2: Program Components	This phase outlines specific areas of program practices that will be made available to LEAs when selecting programs that were approved in Phase 1.  34 possible points
Materials Request	Samples of the materials requested in the rubric are provided. 6 possible points
Supplier Qualifications and Experience	5 possible points
Cost Proposal	Will be provided to the LEA for a comparison with other approved suppliers
Detailed description of delivery of training, materials, presentations, and/or modules	6 possible points
TOTAL	100 possible points

### **Best and Final Offers:**

The ALSDE may either accept a supplier's initial proposal by award of a contract or enter into discussions with suppliers whose proposals are deemed to be reasonably acceptable consideration for award. After discussions are concluded, a supplier may be allowed to submit a "Best and Final Offer" for consideration in a manner and method prescribed by the ALSDE. By submitting a proposal each supplier accepts and agrees to all conditions and requirements herein.

The ALSDE will make all decisions regarding evaluation of the proposal. The ALSDE reserves the right to judge

and determine whether a request is compliant with and has satisfactorily met the requirements of the RFQ. The ALSDE reserves the right to waive technical and other defects if, in its judgment, the interest of the ALSDE so requires. Any further information disclosed about the RFQ during this process will be provided to all suppliers in a manner and method prescribed by the ALSDE.

### **Rejection of Proposal:**

ALSDE reserves the right to reject any or all proposals which are deemed to be non-responsive, late in submission, or unsatisfactory in any way. ALSDE shall have no obligation to award a contract for work, goods, and/or services as a result of this RFQ.

**Qualified bidders aggrieved in connection with the with the solicitation of a contract may protest to the Chief Procurement Officer. See generally State of Alabama Department of Finance Administrative Code Regulations at [Administrative Code Regulations](#).**

### **Confidentiality:**

All information contained in the RFQ is considered to be the exclusive property of the ALSDE. Recipients of this RFQ are not to disclose any information contained within the RFQ unless such information is publicly available. This RFQ is provided for the sole purpose of allowing Suppliers to respond to these specifications.

### **Selection Process:**

The ALSDE will select the supplier that provides the most technically sound and cost-effective proposal that best fits the needs of the ALSDE. Final selection of the successful supplier will not be based solely on cost. The supplier product will be evaluated primarily on the scope of the activities linked to associated costs as detailed in the RFQ. RFQs will be reviewed to ascertain that minimum requirements have been met. The ALSDE reserves the right to conduct discussions with potential suppliers in order to clarify information contained in their proposals, but the ALSDE has no obligation to do so. This may include requesting a presentation of top finalists for final scoring. The supplier will provide notice to the ALSDE any partnership with another firm to provide parts of the solution; however, the supplier must provide management of the partner and is responsible for all project performance. Any subcontractor or partner will be subject to the same vetting process as the supplier, and the supplier is responsible for ensuring that each subcontractor acknowledges and is contractually bound by the staffing plan and other commitments listed in this RFQ. **This will be a multi-supplier vetted award/list.**

Unless provided by law, nothing in this RFQ shall be construed to create any legal obligation on the part of ALSDE or any respondents. ALSDE reserves the right, in its sole discretion, to amend, suspend, terminate, or reissue the RFQ in whole or in part, at any stage. In no event shall ALSDE be liable to respondents for any cost or damages incurred in connection with the RFQ process, including, but not limited to, any and all costs of preparing a response to this RFQ or any other costs incurred in reliance on this RFQ. No respondent shall be entitled to repayment from ALSDE for any costs, expenses, or fees related to the RFQ. All supporting documentation submitted in response to the RFQ will become the property of the ALSDE. Respondents may also withdraw their interest in the RFQ, in writing, at any point in time, as more information becomes known. If, within the confines of this RFQ, the supplier provides intellectual property be it understood that all RFQ contents are subject to Open Records Act laws and thus are subsequently in the public domain.

### **Intent to Award**

Division of Procurement will send out an intent to award to participating suppliers, defining the protest period. The CPO, Chief Procurement Officer, is the awarding authority and as such is a signatory on the agreement/contract.

### **Disclaimer Notice:**

The ALSDE shall not be liable for any costs associated with the preparation of proposals or negotiations of a contract incurred by any party.

**Availability of Funds:**

It is expressly understood and agreed that the obligations of the ALSDE to proceed is conditioned upon the continued availability of funds that may be expended for these purposes.

**1.4 Conditions and Terms****Contract Terms:**

The ALSDE does not intends to execute an initial contract with Contractor but instead plans to add the supplier to a list of approved universal screening assessment programs for use by Alabama public schools in kindergarten through third grade. Districts/LEAs will be able to determine contracts with approved suppliers, however, the expectation is that the contracts serve the proposed budget submitted in the RFQ, if not more cost effective. The contract will go through the CPO and all notification will come through the CPO.

The supplier shall be fully prepared to commence work after full execution of the contract by parties and the receipt of required governmental approvals.

Proposals should reference each element in the RFQ by number on the cover of each copy and be arranged in the same sequence. All fees and costs are to be stated in United States currency. Suppliers must reply to each element of the RFQ.

**Section 2.00 Scope****2.1 Scope of Supplier's Work and Responsibilities**

1. The supplier will fill out the linked rubric completing all information completely on the provided form that is linked. Submissions should directly and concisely address the questions. Random or generic responses will not be scored. The information that is shared in the linked rubric will be reviewed. The form to use is: [Rubric](#) and the information contained in the form includes the information outlined below. Note that the information below is not to be used as the form but instead, only a reference.

<b>PHASE 1:</b> <b>ELIGIBILITY CRITERIA</b> <i>*Disqualification section</i>
<b>ELIGIBILITY CRITERIA</b>
Assessment is a universal screener.
Assessment has diagnostic capabilities (i.e., identifies struggling readers and their specific deficits)
Assessment monitors the reading progress of the student <i>at least monthly</i> , as required by the <a href="#">Alabama Literacy Act</a> (i.e., progress monitoring)
Assessment screens for <b>ALL</b> characteristics of dyslexia, including Letter naming fluency Letter sound fluency Nonsense word reading Reading accuracy Spelling

<p>(e) Each approved assessment system shall do <b>ALL</b> of the following:</p> <ul style="list-style-type: none"> <li>Provide screening and diagnostic capabilities for monitoring student progress.</li> <li>Measure, at a minimum, <ul style="list-style-type: none"> <li>Phonological awareness</li> <li>Oral language</li> <li>Alphabetic principle</li> <li>Including letter naming</li> <li>Letter sound</li> <li>Sound letter correspondences</li> <li>Decoding</li> <li>Encoding</li> <li>Accuracy</li> <li>Vocabulary</li> <li>Comprehension</li> </ul> </li> <li>Identify students who have a reading deficiency, including identifying students with characteristics of dyslexia.</li> </ul>
<p>(4) Provides predictive validity regarding the state summative assessment.</p> <ul style="list-style-type: none"> <li>• If you have contracts in the state of Alabama, provide us with Alabama predictive validity information.</li> <li>• If you do not: <ul style="list-style-type: none"> <li>○ <i>How will you create this?</i></li> <li>○ <i>How does your predictive validity align with other states, particularly states with required assessments aligned to the science of reading?</i></li> <li>○ <i>Specify the state with each piece of evidence.</i></li> </ul> </li> </ul>
<p>(f) In determining which assessment systems to approve for use by local education agencies, the task force, at a minimum, shall also consider all of the following factors:</p> <ul style="list-style-type: none"> <li>(1) The time required to conduct the assessments, with the intention of minimizing the impact on instructional time.</li> <li>(2) The level of integration of assessment results with instructional support for teachers and students.</li> <li>(3) The timeliness in reporting assessment results to teachers, administrators, and parents.</li> </ul>
<p>(c) The <a href="#">Alabama Literacy Act</a> Section 16-6G-5-c. states, “The parent or legal guardian of any K-3 student who exhibits a consistent deficiency in (the following categories) at any time during the school year shall be notified in writing no later than 15 school days after the identification.”</p> <ul style="list-style-type: none"> <li>Letter naming fluency</li> <li>Letter sound fluency</li> <li>Nonsense word reading</li> <li>Sight words</li> <li>Oral reading accuracy</li> <li>Vocabulary</li> <li>Comprehension</li> </ul> <ul style="list-style-type: none"> <li>• Do you have a parent report that includes ALL elements above?</li> <li>• You must provide a copy of the report and label each item listed above with the matching component in the verbiage.</li> </ul>
<p><b>PHASE 2: COMPONENT DETAILS</b></p>
<p><b>PHONOLOGICAL &amp; PHONEMIC AWARENESS</b>  <b>GLOSSARY</b>  <b>PHONOLOGICAL AWARENESS</b> (as defined in the ALA): The general understanding of the sound structure of words and sentences.  <b>PHONEMIC AWARENESS</b> (as defined in the ALA): The ability to hear, identify, and manipulate individual sounds. Phonemic awareness is an auditory activity.</p>
<p>Assessment only attends to larger units of phonological awareness without moving to the individual phoneme level</p> <ul style="list-style-type: none"> <li>• Syllables</li> <li>• Rhyme</li> <li>• Onset-rime</li> </ul>

<p>Assessment measures the individual phoneme level.</p> <ul style="list-style-type: none"> <li>• Syllables</li> <li>• Rhyme</li> <li>• Onset-rime</li> </ul>
<p>Does the assessment measure more advanced phoneme manipulation tasks?</p> <ul style="list-style-type: none"> <li>• Deletions</li> <li>• Substitutions</li> <li>• Word chaining...</li> </ul>
<p><b>Alphabetic Principle</b>  <b>GLOSSARY</b>  <i>Alphabetic Principle (as defined in the ALA): The ability to accurately apply knowledge of the relationship between letters and sounds during the acts of encoding and decoding.</i></p>
Assesses letter recognition
Assesses individual letter sounds
Assesses sound-letter correspondence
<p><b>PHONICS (Including DECODING &amp; ENCODING)</b>  <b>GLOSSARY</b>  <i>PHONICS (as defined in the ALA): The relationships between the letters of written language and the individual sounds of spoken language, including syllable types, morphology of Greek and Latin roots, and multisyllabic words. Take this and make another request with individual boxes for syllable types, morphology of..., and multisyllabic...</i>  <i>DECODING (as defined in the ALA): The act of applying knowledge of the alphabetic principle to correctly pronounce written words.</i>  <i>ENCODING (as defined in the ALA): The act and process of using knowledge of the relationships between sounds and letters to spell and write words.</i></p>
Assesses nonsense words (DECODING)
Assesses words in isolation (DECODING)
Assesses words in connected text (DECODING)
Assesses encoding (ENCODING)
<p><b>ACCURACY (AS IT RELATES TO FLUENCY)</b>  <b>GLOSSARY</b>  <i>FLUENCY (as defined in the ALA): The ability to read with accuracy, appropriate rate, and proper expression.</i></p>
Assesses oral reading fluency (words correct per minute)
Assesses oral reading accuracy
Accuracy assessment is administered in a one-on-one, face-to-face, educator-student format put in checkboxes)
<p><b>VOCABULARY (INCLUDING ORAL LANGUAGE)</b>  <b>GLOSSARY</b>  <i>VOCABULARY (as defined in the ALA): The body of written or oral language known to an individual.</i></p>
Assessment measures grade-level vocabulary in context
Does the assessment measure oral language as defined below? (measure under vocabulary heading)
<p><b>READING COMPREHENSION</b>  <b>GLOSSARY</b></p>



<i>COMPREHENSION (as defined in the ALA): The ability to read and process text and understand its meaning.</i>
Assessment measures grade-level reading comprehension
<b>REPORTING</b>
Does your assessment report provide a composite score?
Does your assessment report grade-level proficiency?
Does your assessment report a visual representation of growth over time?
Does your assessment report offer a graph, line plot, or other similar representation to show growth progress for progress monitoring over time?
Does your assessment report show benchmark testing with progress monitoring?
<b>SPECIALIZED ACCOMMODATIONS</b>
Does your assessment also provide an opportunity to measure in other languages? <ul style="list-style-type: none"> <li>• If so, what languages?</li> <li>• Is there an additional cost for this?</li> </ul>
Does your assessment offer additional accommodations for students with an <ul style="list-style-type: none"> <li>• Auditory</li> <li>• Visual</li> <li>• Physical or</li> <li>• Other exceptionalities?</li> <li>• Is there an additional cost for this?</li> </ul>
<b>PROFESSIONAL LEARNING</b>
How will you provide professional learning to teachers and administrators on your assessment?
Is professional learning included in the cost of using the assessment?
<b>COST</b>
What is the base cost for your assessment per child? This must include all items in the “eligibility criteria” above and any other item cited in the review unless otherwise noted as an additional cost.
Provide a breakdown of the cost of all available elements of your assessment program and ALL that is included. Please include all grades in which this program is offered (PreK-12th grade).
<b>DYSLEXIA COMPONENT</b>
Does your program have RAN (Rapid Automatic Naming) as a part of its assessment offerings?
<b>MATERIALS REQUEST</b>
Samples of materials at differing levels/multiple entry points
Samples of reports that identify skill deficiencies
Cite multiple examples of evidence from program materials that meet each component of the rubric (what page)
Clearly see a scope and sequence that is spiraling
Previously recorded webinars (training or professional learning)

2. Provide the assessment program to the district in a timely fashion after the order of the program
3. Provide a clear and itemized cost to LEAs that outlines the costs associated with each of the following as it relates to the program:
  1. Essential materials referenced in the RFQ
  2. Training
  3. Supplemental materials related to the program
  4. Digital materials
  5. Consumables
4. Provide technical assistance to the purchaser in a timely fashion when questions or needs arise concerning the implementation of the program.
5. Provide training opportunities for districts to use in support of the product. These training opportunities should be available, upfront, and clarify any costs involved prior to the purchase of the program. Regional Literacy Specialists and other employees of the Alabama State Department of Education that support literacy shall be allowed to attend these training sessions with their districts at no additional cost.
6. Notify the Alabama Reading Initiative of scheduled trainings across the state.
7. Notify the Alabama Reading Initiative of any updates or revisions to the program or logo, as well as changes in ownership to the program.
8. Provide the Alabama Reading Initiative a one-pager with general information about the program to be shared with LEAs in the submission of the RFQ. Requirements for the one-pager include costs associated with the product inclusive of training, as well as an outline of what is included. Other items may be included on the one-pager such as links to the website, training opportunities, and digital links or videos that provides additional information.
9. Acquire access to the assessment results from the school/LEA and provide to the ALSDE in a timely manner including any release of information that is needed to secure the data. Current guidance is that the data be released to the ALSDE within 10 days of the close of administration.
10. Provide updates to the ALSDE on data trends to your product.
11. Provide a comparison to your product with the ACAP Reading, Alabama's high stakes testing for third graders highlighting predicted validity.
12. Provide a comparison to your product with the ACAP ELA highlighting predicted validity.
13. Provide ARI regional staff (or other ALSDE support staff) training on the use of the assessment data in support of the LEA.

## **2.2 Scope of Alabama State Department of Education's Work and Responsibilities**

The ALSDE will publish a list of approved suppliers per the RFQ process. This will be announced through a memorandum to all superintendents, as well as posted on the Alabama Reading Initiative website. Regional specialists will work to support the district in their implementation of the product. The reviews will be made available to LEAs to support them in making informed decisions for their product.

## **Section 3.00 General Requirements**

### **3.1 Requirements of Proposal**

The supplier must provide the following mandatory information. **Failure to provide this information may be cause for the proposal to be rejected.** Qualifications, experience, and cost will be evaluated for contract award. The proposal may be submitted under the same cover with Supplier Requirements and Cost Proposal in two distinct sections. E-verify information is required to be submitted for all employees to include contractors of the suppliers if necessary and applicable.

#### **Part I**

##### **Signed Cover Letter:**

The cover letter shall serve as the first page of the supplier's proposal. The supplier shall complete the cover letter and attach it to the proposal in response to the RFQ. The cover letter must be signed by an official authorized to legally bind the supplier. It will state that the supplier is a legal entity that will meet the specifications. The cover letter must accompany the submitted proposal. The letter accompanying the proposal must have original signatures and must include contact numbers and e-mail addresses for the authorized official signing the letters.

#### **Part II**

##### **Supplier Qualification and Experience:**

Supplier shall provide satisfactory evidence of the supplier's capability to coordinate the types of activities and to provide the services described in the RFQ in a timely manner. Special attention should be given to the discussion of qualifications. The discussion shall include a description of the supplier's background and relevant experience as related to the required activities in the RFQ.

#### **Part III**

Supplier shall provide a detailed plan describing how the services will be performed to meet the requirements of the RFQ. The description shall encompass the requirements of this RFQ. The response must be prepared and organized in a clear and concise manner that is easily understandable. The detailed plan should be done on your own copy of the linked document and printed for submission. Outside of each item that will be scored, notes can be put in the last column to the right that outlines how you will meet the services and requirements of the RFP. Please do not use additional pages unless requested, such as the materials request. Note that information not placed in the linked document will not be considered in scoring unless it is part of the requested materials. Be sure to clearly label and items for the materials request with specificity.

##### **Supplier Organization:**

Describe your organizational structure and explain how your organization qualifies to be responsive to the requirements of this RFQ.

##### **References:**

The supplier shall provide a minimum of three (3) references that can support and validate training and/or projects and outcomes, including names or persons who may be contacted, position of person, addresses, and phone numbers where similar training and/or projects to that described in this RFQ have been conducted.

##### **Executive Summary:**

An executive summary is required. This summary will condense and highlight the contents of the supplier's proposal.

## **Part IV**

### **Cost Proposal:**

Supplier shall include the fee structure and pricing for the training sessions/program if applicable or requested. The supplier shall submit a cost proposal in addition to other required information.

### **Subcontractor Disclosure:**

If the execution of work to be performed requires the hiring of Subcontractors, **you must clearly state this in the proposal and provide qualification for such individuals.** Sub-Contractors must be identified and the services they will provide or work they will perform must be clearly defined. The ALSDE will not refuse a proposal based upon use of a Sub-Contractor; however, the ALSDE reserves the right to refuse the Sub- contractor you have selected. Contractor and associated personnel shall remain solely responsible for the performance of all work, including work that may be sub-contracted.

Describe your rationale for utilizing Subcontractors including relevant past experience partnering with stated Subcontractor(s). Documents for E-verification of subcontractors are the sole responsibility of the contractor and must be available upon request to ensure compliance.

Subcontractors may not be employees/agents of the ALSDE or LEA, nor any entity or agency receiving education trust funds.

## **Section 4.00 General Terms and Conditions**

### **4.1 Governance**

This RFQ and its terms shall be governed and construed according to the laws of the State of Alabama. Any dispute arising out of this RFQ shall be brought in the State of Alabama, with venue in Montgomery County, Alabama. Suppliers agree to comply with all applicable federal and state laws and regulations.

Per the current FPPM: Non-appropriation and Proration (Section 41-4-144(c)).

#### **Fiscal Policy Procedures**

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled, and, to the extent permissible by law, the supplier shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract. To the extent permissible by law, this cost of cancellation may be paid from any appropriations available for that purpose.

In the event that proration of appropriated funds from which the State is to pay the supplier is declared by the Governor pursuant to Section 41-4-90 of the Code of Alabama, the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract to extend or change payment terms or amounts, or terminating the contract. In all circumstances, it is agreed that the terms and commitments of this contract shall not constitute a debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama, as amended.”

### **4.2 Immigration**

The proposal must contain a statement that the firm is aware of and in compliance with the requirements of the Beason-Hammon Alabama Taxpayer and Citizen Protection Act; a statement that the supplier is enrolled in the E-Verify as required by Section 31-13-9 (b), Code of Alabama 1975, as amended:

#### **BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT**

##### **COMPLIANCE**

**The Beason-Hammon Alabama Taxpayer and Citizen Protection Act (31-13-1 et seq, Code of Alabama, 1975 as amended by Act 2012-491) regulates illegal immigration in the State of Alabama. All contracts with the State or political subdivision thereof must fully comply with each provision as provided by law.**

A proposal must include a statement that the supplier has knowledge of this law and is in compliance. Before a contract is signed, the supplier awarded the contract must submit a Certificate of Compliance using the form at Appendix A. E-Verify enrollment can be accomplished at the website of the United States Department of Homeland Security at [U.S. Citizenship and Immigration Services](https://www.dhs.gov/e-verify).

See Section 10 for additional language required by Section 10(k) of the Act to be included in the contract.

Rev.5-24-13

#### **4.3 Conflict of Interest**

The supplier attests that no employee, officer, or agent of the supplier shall participate in the selection, award, or administration of a contract if a real or apparent conflict of interest may be involved. A conflict would arise when the employee, officer, agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein has a financial or other interest in the organization selected for an award. The officers, employees, and agents of the supplier, if selected as the career planning system supplier, shall neither award nor offer gratuities, favors, nor anything of monetary value from suppliers or subcontractors.

#### **4.4 Discrimination**

##### **Alabama Non-Discrimination Statement:**

No person shall be denied employment, be excluded from participation in, be denied the benefits of, or be subjected to discrimination in any program or activity on the basis of disability, gender, race, religion, national origin, color, age, genetic information, or any other category protected under the law. Ref: Sec. 1983, Civil Rights Act, 42 U.S.C.; Title VI and VII, Civil Rights Act of 1964; Rehabilitation Act of 1973, Sec. 504; Age Discrimination in Employment Act; the Americans with Disabilities Act of 1990 and the Americans with Disabilities Act Amendments Act of 2008; Equal Pay Act of 1963; Title IX of the Education Amendment of 1972; Title II of the Genetic Information Nondiscrimination Act of 2008. Title IX Coordinator, P.O. Box 302101, Montgomery, Alabama 36130-2101, or call (334) 694-4717.

#### **4.3 Artificial Intelligence (AI) Systems**

##### **AI Model Development and Use Attestation:**

The proposal shall include a written statement attesting to the following:

- a. Pretrained AI System: The AI System to be provided in the performance of this RFQ have been pretrained.
- b. Responsibility in AI System Development: The supplier used all responsible measures necessary during the development of the AI System to be provided in the performance of this RFQ.
- c. Human-in-the-Loop AI System Training: A human-in-the-loop approach was used, wherever possible, in the training of the AI System, ensuring human oversight and intervention were integral parts to the AI System training process.
- d. Unbiased Data Selection and Algorithm Development: The process of data selection for AI System training was conducted in an unbiased manner, wherever possible, adhering to the principles of fairness and non-discrimination.
- e. Expected Outcomes: The results produced by the AI System met the expected outcomes as identified and defined by the supplier.

The supplier further attests and agrees that any violation of this subsection will be considered a material breach of this RFQ, and may result in its termination, legal action, or both, at the sole discretion of the ALSDE.

If the supplier's software solution does not use, contain, or incorporate Artificial Intelligence (AI), the proposal shall include a written statement attesting that the software solution does not use, contain, or incorporate any AI.

## APPENDIX "A"

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.

a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, and 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, the 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. The 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