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GENERAL TERMS AND CONDITIONS FOR RFP FOR SERVICES v 7-9-15 rhc edit 7-28-15

GENERAL TERMS AND CONDITIONS FOR THIS REQUEST FOR PROPOSALS - 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 members of the Soliciting Party's Team for this transaction who may be identified herein or subsequent to the Release Date, or other employees or representatives of the Soliciting Party regarding this RFP or the underlying transaction except the designated contact(s) identified in {insert location in RFP where contacts are identified, such as Section S or Item 2.}*

Questions relating only to the RFP process may be submitted by telephone or by mail or hand delivery to: the designated contact. Questions on other subjects, seeking additional information and clarification, must be made in writing and submitted via email to the designated contact, sufficiently in advance of the deadline for delivery of Proposals to provide 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 submitting responsive proposals.

2. NONRESPONSIVE PROPOSALS - Any Proposal that does not satisfy requirements of the RFP may be deemed non-responsive and may be disregarded without evaluation. Clarification or supplemental information may be required from any Proposer.

3. CHANGES TO THE RFP; CHANGES TO THE SCHEDULE - The Soliciting Party 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 Soliciting Party's designated contact that a Proposal will not be submitted. Changes to the deadline or other scheduled events may be made by the Soliciting Party as it deems to be in its best interest.

4. EXPENSES - Unless otherwise specified, the reimbursable expenses incurred by the service provider in the providing the solicited services, 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 preapproved consulting services. Cost of electronic legal 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 that demonstrate a negative effect on the issuance of the bonds, if not authorized.

If pre-approved, in-state travel 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.

5. REJECTION OF PROPOSALS - The Soliciting Party 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.

6. EXPENSES OF PROPOSAL – The Soliciting Party will not compensate a Proposer for any expenses incurred in the preparation of a Proposal.

7. DISCLOSURE STATEMENT - A Proposal must include one original Disclosure Statement as required by Code Section 41-16-82, et seq., Code of Alabama 1975. Copies of

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the Disclosure Statement, and information, may be downloaded from the State of Alabama Attorney General's web site at <http://ago.alabama.gov/Page-Vendor-Disclosure-Statement-Information-and-Instructions>.

8. 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 vendor is required to be knowledgeable of the provisions of that statute and the rules of the committee. These rules can be found at <http://www.legislature.state.al.us/aliswww/AlaLegJointIntCommContracReview.aspx>. If a

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

9. THE FINAL TERMS OF THE ENGAGEMENT - Issuance of this Request For Proposals in no way constitutes a commitment by the Soliciting Party 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 Soliciting Party as evidenced by the signature thereon of its authorized representative. Provisions of this Request For Proposals 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 attorney's fees and expenses of litigation, and some provisions limiting damages payable by a vendor, including those limiting damages to the cost of goods or services.

10. 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 Section 31-13-9(b), Code of Alabama, 1975, as amended, 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.

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REQUEST FOR PROPOSAL
Traffic Crash Reconstruction Training
Issued: August 19, 2020

“Seeking proposals to provide traffic crash reconstruction training.”

Alabama Law Enforcement Agency
301 South Ripley Street
Montgomery, AL 36104
Office: (334) 517-2800
www.alea.gov

PROPOSALS MUST BE RECEIVED BY SEPTEMBER 18, 2020

RFP DESCRIPTION AND QUALIFICATIONS

The Alabama Law Enforcement Agency (“ALEA”) announces this Request for Proposal (“RFP”) to all eligible and interested parties for the opportunity to submit a proposal, in accordance with the requirements herein, for on-site training for Traffic Crash Reconstruction at locations throughout the State of Alabama.

All interested vendors are invited to submit a proposal in accordance with the requirements specified in this RFP.

The vendor should have the qualifications necessary to teach classes on advanced topics related to traffic crash investigation and reconstruction, including, but not necessarily limited to, the following classes:

Advanced Crash Investigation

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Traffic Crash Reconstruction
 Pedestrian/Bicycle Crash Investigation/Reconstruction
 Motorcycle Crash Investigation/Reconstruction
 Human Factors in Traffic Crash Reconstruction
 Commercial Vehicle Crash Investigation
 Vehicle Dynamics/Applied Physics for the Traffic Crash Investigator
 Fire Damage Analysis
 Vehicle Lamp Analysis
 Photography in Crash Investigations

The titles of vendor's class offerings are not required to match the above list, but vendor's class offerings should cover, at a minimum, those general topics and subject areas listed above. The vendor may cover multiple topics in one class or may split topics into separate classes. Vendor's proposal may include additional classes related to advanced crash investigations/reconstruction not specifically listed above.

The vendor must provide all instruction, all students material, a certificate of completion to each student who successfully completes the course and handle administrative details as they relate to the training. The vendor should be internationally recognized in the field of traffic crash investigation.

Vendor must provide, along with the proposal, an up-to-date resume of any individual who would be performing services under any executed contract.

Along with any resume, vendor will provide a minimum of three (3) professional references for such individuals, including the reference's name and telephone number. References should be capable of speaking to similar contracts/services rendered by vendor.

Liability and/or malpractice insurance will be the responsibility of the contract provider. Vendor must provide evidence of adequate insurance with its proposal and maintain adequate insurance coverage for the entire duration of any executed contract.

SERVICES REQUIRED

The successful vendor will be required to teach advanced traffic crash reconstruction classes as requested by ALEA. These courses will be taught at locations throughout the state of Alabama, so the vendor must be willing to travel.

PROPOSED CONTRACT TERMS AND CONDITIONS

General terms and conditions provided by the Alabama Department of Finance through the STAARS

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Purchasing System are hereby incorporated into this RFP by reference.

A standard agency contract will be required. Upon acceptance of Vendor's proposal by ALEA, the parties will execute a formal contract, in writing, duly signed by the proper parties thereto, which shall be subject to review by the Contract Review Permanent Legislative Oversight Committee of the State of Alabama and the approval and signature of the Governor of the State of Alabama. The executed contract will not be effective until it has received all requisite state government approvals. Vendor will assume responsibility for providing services under the executed contract on the effective date of the contract, which will be the date of approval and signature of the Governor of Alabama or her designee. Vendor shall not begin performing services thereunder until notified by ALEA. Vendor will not be entitled to compensation for work or services performed prior to the effective date of the contract.

ALEA is not responsible for and will not pay or reimburse any associated cost incurred by vendor in the preparation and submission of vendor's proposal or in any processes associated with vendor's participation, regardless of whether vendor is selected.

This RFP does not, by itself, obligate ALEA; such obligation shall commence only upon the execution of any approved contract. However, part or all of this RFP may be incorporated into any executed contract, along with Vendor's proposal. ALEA hereby reserves the right to add terms and conditions during contract negotiations, within the scope of this RFP.

The anticipated contract term for this RFP is a two (2) year period. ALEA reserves the right, however, to include up to three (3), one-year renewal options, at its discretion, in any initially awarded contract. When provided for in any executed contract, ALEA has the sole option to exercise renewal options. To be effective, any renewals must also be submitted and approved by the Alabama Contract Review Permanent Legislative Oversight Committee and require the approval and signature of the Governor of the State of Alabama. Unless otherwise provided by any executed contract, the holding over of the contract, excluding any exercised renewal options, will be considered a month-to-month extension and all other terms and conditions shall remain in full force and effect.

The selected vendor may be required to enter into contract negotiations at the discretion of ALEA. If an agreement cannot be reached to the satisfaction of ALEA, ALEA may reject the vendor's proposal or revoke the selection and begin negotiations with another qualified and responsive vendor.

FORM AND CONTENT OF PROPOSALS

One (1) original paper or hard copy of the proposal must be submitted along with four (4) additional paper

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or hard copy proposals, including copies of completed/notarized required documents. Vendors must additionally submit an electronic copy of responsive proposals and all attachments on a USB drive. The proposal package must be fully sealed and properly labelled with Vendor's name, proposal opening date, and RFP number. Failure to submit the required number of copies in this requested format may prevent a vendor's proposal from being evaluated.

An authorized representative of Vendor must sign the original proposal with any changes made in ink in all required places. ALEA will consider the person who signs Vendor's proposal to be the point of contact for all matters pertaining to the proposal unless Vendor expressly designates another person in writing. By signing the proposal, Vendor agrees to be bound by all terms and conditions of the RFP. Any exceptions to the specified terms and conditions must be clearly set forth in Vendor's proposal and are subject to ALEA's acceptance of the same. Vendor may be deemed non-responsive if its proposal contains exceptions to the terms and specifications of the RFP.

If the organization submitting a proposal intends to outsource or subcontract any work to meet the requirements contained herein, such must be clearly stated in the proposal and details must be provided, including a name and description of the organization(s) being contracted. All forms and requirements of Vendor per this RFP shall equally pertain to any subcontractor(s).

Proposals submitted by "Express/Overnight" services must be in a separate inner envelope/package, sealed, and identified as stated above.

Vendor's proposal must include the complete name, address, mailing address, e-mail address and direct telephone number of the person ALEA should contact regarding the proposal.

Vendor's proposal must include the following forms which are available for download at <https://www.alea.gov/resources/request-proposal>:

Coversheet; Vendor Authorization Form to Submit Proposal; Vendor Disclosure Statement ("Proposal Box" must be checked on this form) (Please note: a separate Vendor Disclosure Statement (with the "Contract Box" checked must be completed by the successful vendor to accompany any executed contract.) A copy of the successful vendor's completed disclosure statement shall be filed with ALEA and the Alabama Department of Examiners of Public Accounts and submitted to the Contract Review Permanent Legislative Oversight Committee. Any disclosure statement filed pursuant to Alabama Code Section 41-16-85 will be public record.); Corporate Acknowledgement Statement (Must be included with proposal if applicable. If not applicable, Vendor must include an explanation of inapplicability with the proposal.); Copy of Vendor's Certificate of Authority (issued by the Alabama Secretary of State); Immigration Status Form (By submitting a proposal, Vendor specifically warrants that Vendor does not and will not knowingly employ, hire, or continue to employ an unauthorized alien within the State of Alabama.); Certificate of Compliance with Act 2016-312; Certificate of Compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act; Copy of Vendor's full e-verify

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MOU; and Valid tax ID (W-9 form).

The proposal must address all requirements of this RFP and provide all information requested. Failure to comply with the requirements of the RFP will result in the disqualification of Vendor's proposal. Proposals submitted on reduced and/or mutilated forms will be rejected.

Along with the requirements stated herein, proposals should adequately address each of the following:

Please provide a summary of services to be provided by Vendor that meet the requirements of this RFP, highlighting any of Vendor's strengths and identifying any known weakness or inability to provide the services requested (whether mandatory or preferred).

Discuss Vendor's philosophy, plan, goals, and objectives.

Describe Vendor's experience relative to providing required services.

Provide a detailed description of services and methods proposed by Vendor.

Identify all personnel that will contribute, in any way, to services provided by Vendor, including whether positions are full-time or part-time and/or contract or subcontract arrangements, providing job descriptions for those positions. Describe Vendor's plan to maintain adequate personnel, as well as Vendor's initial and ongoing staff training and development process. Vendor must provide an organizational chart showing how those personnel providing services under any executed contract are organized within Vendor's organization. Vendor must identify credentials and qualifications of all personnel included in the staffing plan and provide evidence of required licensure or certification.

Provide the earliest "start date" by which vendor could begin providing services under any executed contract (irrespective of requisite state government approvals and processes by which to obtain them). Identify potential barriers or anticipated delays.

Proposals should be submitted to:

ATTN: Beverly Anderson
Alabama Law Enforcement Agency, Accounting Division
301 South Ripley Street
Montgomery, AL 36104

The proposal package must be properly sealed and labelled with Vendor's name, proposal opening date, and RFP number.

Whether proposals are mailed, hand delivered, or delivered by express mail, they must be delivered to the ALEA Accounting Division at the address shown above.

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Faxed, electronic, or oral proposals will not be accepted.

ALEA reserves the right to seek and receive necessary clarification/supplementation from vendors within five (5) days of receiving responsive proposals and prior to awarding any contract.

Clarification/supplementation during this time period will be limited to ensuring compliance with requirements, forms, and certifications and is not the opportunity for a vendor to modify its proposal.

Note: ALL responsive vendors must be registered to perform business with the State of Alabama to be awarded a state contract. A copy of the State Vendor Application and information pertinent to doing business with the State is available online at: <https://procurement.staars.alabama.gov>. Registration is required every three (3) years. Applications should be submitted to the Purchasing Division of the Alabama Department of Finance. Additionally, vendors must be registered in the State of Alabama Accounting System (STAARS) to receive payment for services rendered.

DATE PROPOSALS RECEIVED

Sealed proposals will be received until September 18, 2020 at 4:00 pm. Proposals must be received by this date and time to be considered by ALEA.

All proposals received after the appointed deadline for receipt, whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time received at the address noted above. Vendors have the sole responsibility for assuring that proposals are received by ALEA by the designated date and time.

Proposals will remain firm and unaltered after opening for one-hundred and twenty (120) days after the proposal due date or until ALEA signs a contract with another vendor, whichever is earlier. ALEA may accept vendor's proposal at any time during the proposal firm time, subject to successful contract negotiations.

CERTIFICATIONS BASED ON PROPOSAL SUBMISSION

By submitting a proposal, Vendor warrants acceptance and agreement with all terms and conditions presented in this RFP and further certifies that Vendor is legally authorized to conduct business within the State of Alabama and will comply with providing the services described.

Vendor warrants by submitting a proposal that all statements contained in the proposal are true and correct.

By submitting a proposal, Vendor warrants that neither Vendor nor any of Vendor's trustees, officers, directors, employees, agents, servants, volunteers, subcontractors, *et cetera* is a current employee of ALEA and that no such individuals have been employed by ALEA within a two (2) year window preceding the issuance of this RFP. During the term of any awarded contract, vendor shall be responsible for

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ensuring compliance with this requirement.

Vendor certifies by submission of a proposal that Vendor has not publicly or privately colluded with any other vendor.

Vendor certifies by submission of a proposal that it has disclosed and agrees to be held by a continuing obligation to disclose financial and other interests (public or private, direct or indirect) that may pose a potential conflict of interest or which may conflict in any manner with Vendor's obligations and performance of an awarded contract. Vendor shall not employ any individual with a conflict of interest to perform any service described in this RFP.

By responding to this solicitation, Vendor will be held to have read and thoroughly examined the RFP. Failure to read and thoroughly examine the RFP will not excuse any failure to comply with the requirements of the RFP or any resulting contract, nor will such failure be the basis for any claim for additional compensation.

PROPOSAL OPENING

Properly identified proposals will be securely kept and will remain unopened until time of proposal opening on September 21, 2020 at 10:00 am. ALEA does not accept responsibility for the premature openings of proposals not properly identified or the late arrival of a proposal for whatever reason. Proposal opening will be held in the ALEA Accounting Division Magnolia Conference Room, 301 South Ripley Street, Montgomery, AL 36104. Proposal opening is not to be construed as meaning any vendor meets all specifications as set out in the proposal.

MODIFICATIONS/SUSPECTED ERRORS/CLARIFICATION

Vendor may make a written request to modify or withdraw the offer at any time prior to opening. No oral modifications will be allowed. Such requests must be addressed and labeled in the same manner as the original proposal and plainly marked Modification to (or Withdrawal of) Proposal. Only written requests received by ALEA prior to the scheduled opening time will be accepted. ALEA will supplement original proposals received with accepted written modification requests.

If a vendor suspects an error, omission, or discrepancy in this solicitation, that vendor must immediately notify ALEA's designee in writing, Beverly Anderson, at the above stated address or by email (Beverly.Anderson@alea.gov). ALEA will issue written instructions if appropriate and make any necessary changes available to all interested parties by posting the same on ALEA's website, www.alea.gov. It is the responsibility of all interested vendors to monitor this webpage for announcements regarding this RFP.

If a vendor considers any part of this RFP unclear, that vendor is expected to make a written request for

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clarification, prior to the submission of a proposal. Requests for clarification should be sent to Beverly Anderson, via email, Beverly.Anderson@alea.gov. All requests for clarification must be submitted by September 2, 2020 at 4:00 pm. Requests for clarification emails should include in the subject line “RFP DRE/SFST Instructor”. ALEA will respond in writing or by email to all such requests if a response is deemed appropriate. ALEA’s response will state the request for clarification followed by a statement of clarification. A copy of the response will be provided to all eligible vendors by posting the same on ALEA’s website, www.alea.gov. It is the responsibility of all interested vendors to monitor this webpage for announcements regarding this RFP.

Amendments to this RFP, if issued, will be made available to all interested vendors registered through the Alabama Department of Finance’s Purchasing Division as required and by posting the same on ALEA’s website, www.alea.gov. The amendment(s) will incorporate the clarification or change and provide a new date and time for new or amended proposals. It is the responsibility of all interested vendors to monitor this webpage for announcements regarding this RFP.

EVALUATION AND METHOD OF SELECTION

ALEA will designate a Proposal Evaluation Committee to be made up of at least four (4) members of ALEA Senior Staff. ALEA reserves the right to include a qualified expert with relevant experience to participate in proposal evaluations. The Proposal Evaluation Committee will then make a recommendation to the Secretary of ALEA or designee who will make the final award decision.

In order to comply with the orders of the Governor of the State of Alabama and the Alabama Department of Public Health Officer pertaining to COVID-19, the Proposal Evaluation Committee may meet remotely via telephone or video conferencing to evaluate the proposals.

Vendor selection will be based on the proposal that meets or exceeds the requirements set forth in this RFP. Proposals will be evaluated based on the quality and completeness of the information provided. Vendors must provide comprehensive statements that illustrate their understanding of the proposed contract requirements.

ALEA may request an oral presentation or conduct interviews to support vendor’s written proposal.

Any vendor whose proposal does not meet the mandatory requirements and does not provide a primary proposal that meets all the required specifications of the RFP will be considered non-compliant.

Proposal evaluations will be scored based on the response to the requirements of this RFP and held as the primary proposal. Alternative proposals will not be considered as the basis for the evaluation of the successful vendor. All proposals received will become the property of ALEA. ALEA further reserves the right to use for its benefit the ideas contained in proposals received.

After the evaluation of proposals received and selection of the successful vendor, the selection and the award will be posted on the agency’s website, www.alea.gov. Upon ALEA selecting a vendor’s proposal

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for contract negotiations, ALEA will send the vendor written notice. Notice letters sent or posted during proposal firm time, or during any extension thereof, will extend the proposal firm time until such time as ALEA signs a contract or determines negotiations with the vendor have failed. Receipt or posting of a notice of award is not the equivalent of a contract with ALEA. ALEA anticipates making a vendor selection within three (3) business days from the date scheduled for proposal opening but reserves the right for an extension of time as required.

EVALUATION CRITERIA

ALEA's Proposal Evaluation Committee will evaluate proposals using the following criteria:

Experience, Expertise, Knowledge, Stability, and Reputation of Vendor (35%)
Understanding and Responsiveness to RFP (25%)
Proposed Budget (40%)

COST OF RESULTING CONTRACT AND BILLING

Vendor's proposal should present a pricing scheme for the ten classes listed in the section above labeled "RFP DESCRIPTION AND QUALIFICATIONS" and any additional classes offered by the Vendor related to advanced traffic crash investigation and reconstruction that Vendor wishes to include in its proposal. ALEA retains sole discretion to determine which classes will be included in the resulting contract. The resulting contract shall not exceed the total cost quoted by Vendor in its proposal.

Vendor will be required to submit invoices to ALEA for services provided pursuant to a services contract.

Vendor will be responsible for the payment of any and all applicable state, county, municipal, and federal taxes, including sales tax, and any other taxes imposed by other governmental entities so authorized. Vendor shall not bill ALEA for any taxes unless a statement is attached to the bill identifying the tax and showing why it is legally chargeable to ALEA. If it is determined that taxes are legally chargeable to ALEA, ALEA will pay the tax as required. State and federal tax exemption information is available upon request. ALEA does not warrant that the interest component of any payment is exempt from income tax liability.

All payments will be made to conform to State fiscal year requirements, notwithstanding any contrary provision in the contract. This may include prorating payments that extend beyond the end of ALEA's fiscal year.

RESERVATIONS

In addition to any other reservations made herein, ALEA hereby reserves the right to cancel this RFP; to reject any or all proposals; to reject individual proposals for failure to meet any requirement; to award by item, part or portion of an item, group of items, or total; and to waive minor defects and/or seek additional

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proposals; and also reserves the right to award one or more professional service contracts that ALEA determines to be in the best interest of the state and ALEA. All services may be awarded to one (1) professional service provider or ALEA may award different services described in the RFP to different providers.

ALEA reserves the right to award the contract to a vendor other than the lowest-priced vendor, if a higher-priced proposal provides the best value as determined by ALEA.

Submission of a proposal confers on Vendor no right to a selection or to a subsequent contract.

This process is only for the benefit of ALEA and is to provide ALEA with competitive information to assist in the selection process. All decisions on compliance, evaluation, terms, and conditions will be made solely at the discretion of ALEA.