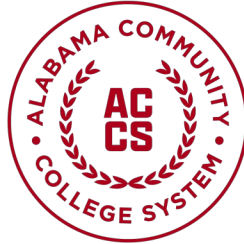


ALABAMA COMMUNITY COLLEGE SYSTEM



REQUEST FOR PROPOSAL FEDERAL CONTRACT CONSULTING AND TRAINING SERVICES

Proposal Number:	RFP2026-0004-ACCS
Date Issued:	May 4, 2026
Submission Deadline:	May 29, 2026, 2:00 PM CST
Base Period:	One (1) Year from Date of Award
Option Period:	One (1) Additional Year (Option Year One)
Program:	DOD Submarine and Shipbuilding Workforce Development

PROCUREMENT INQUIRIES | FISCALSERVICES@ACCS.EDU

Mailing Address: P.O. Box 302130, Montgomery, Alabama 36130-2130

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SECTION 1 — INTRODUCTION

1.1 Purpose of This Request for Proposal

The Alabama Community College System (ACCS) is issuing this Request for Proposal (RFP) to identify and engage one qualified consulting firm or individual to provide expert advisory services, compliance support, and workforce training related to the requirements of the Federal Acquisition Regulation (FAR) and the Defense Federal Acquisition Regulation Supplement (DFARS). ACCS is entering into a subcontract with BlueForge Alliance (BFA) as a prime contractor under a Department of Defense (DOD) contract in connection with a submarine and shipbuilding workforce development program in southwest Alabama.

The System Office, as prime subcontractor to BFA, requires expert external support to ensure that ACCS and its four participating college subcontractors achieve and maintain compliance with all applicable FAR and DFARS obligations from contract award through the close of the period of performance. Services procured under this RFP are funded through the DOD subcontract. Consultants should structure their proposals to deliver maximum value across the base period and Option Year One.

1.2 Program Background

The Alabama Community College System entered into a contract for thirty million dollars (\$30,000,000) in funding from the Department of Defense to enhance and expand submarine and shipbuilding manufacturing training programs at four community colleges in southwest Alabama. This initiative supports a three-year plan for fiscal years 2025 through 2028. Funding will support facility renovations, acquisition of state-of-the-art welding and maritime training equipment, and the development of programs in maritime welding, ship fitting, and pipe fitting.

The program's core mission is to expand the pipeline of certified, work-ready welders, pipefitters, and ship fitters available to Gulf Coast maritime manufacturers and their DOD supply chain partners. Graduates of participating college programs will be trained to industry certification standards and will be prepared to meet employer and DOD specification requirements in the workplace. No DOD-controlled technical data, classified information, or Covered Defense Information will be transmitted to ACCS, the participating colleges, or any consultant engaged under this RFP in connection with program performance.

The four colleges participating as subcontractors under the ACCS prime subcontract are:

Institution	Location
Bishop State Community College	Mobile, Alabama
Coastal Alabama Community College	Bay Minette, Alabama
Lurleen B. Wallace Community College	Andalusia, Alabama
Reid State Community College	Evergreen, Alabama

Key program management positions funded under this initiative include a Project Director, a Grant Accountant, and a Grant Coordinator, each dedicating up to twenty percent (20%) of their time and effort to project activities throughout the period of performance. These personnel are among the primary audiences for the compliance training services sought under this RFP.

1.3 Regulatory Context and Contracting Structure

ACCS will serve as a subcontractor to BlueForge Alliance (BFA), a DOD prime contractor headquartered in Bryan, Texas. The four participating colleges will serve as lower-tier subcontractors under the ACCS subcontract. Vendors and service providers engaged by the colleges may constitute a fourth tier of subcontractors or contractors, depending on their role.

This layered structure creates FAR and DFARS flowdown obligations at each tier. BFA's General Purchase Order Terms and Conditions and Attachment No. 2 (SEA02 FAR/DFARS Clauses and Provisions Incorporated by Reference, Version 01) identify the full set of applicable clauses, which flow from the BFA prime contract through ACCS to each participating college and, in some instances, to their lower-tier vendors and contractors.

Any related contract will be governed by FAR and DFARS requirements, not by 2 CFR Part 200 (Uniform Guidance). ACCS staff and college business offices are primarily trained in grant compliance under the Uniform Guidance. The transition to DOD contract compliance represents a material change in the compliance framework applicable to these institutions, and building that internal capacity is a primary objective of the services sought under this RFP.

1.4 Scope of Consulting and Training Services

This RFP seeks expert advisory and training services across three primary service areas:

- Service Area 1: FAR and DFARS Compliance Advisory — Ongoing advisory support to the ACCS System Office and participating colleges on compliance with all applicable FAR and DFARS clauses incorporated into the ACCS subcontract with BFA.
- Service Area 2: Workforce Training and Capacity Building — Development and delivery of training programs for System Office staff, college business office personnel, and program management staff on DOD contract compliance requirements.
- Service Area 3: Subcontract Management and Flowdown Support — Assistance in structuring, drafting, reviewing, and monitoring subcontracts between ACCS and the four participating colleges and between the colleges and their lower-tier vendors.

A complete description of each service area is provided in Section 3.

1.5 Statutory and Contractual Authority

This procurement is issued under the following authority:

- (a) The terms and conditions of the ACCS subcontract with BlueForge Alliance, including the flowdown procurement requirements applicable to subcontracting activities under the DOD prime contract.
- (b) Title 41, Article 5 of the Code of Alabama (Sections 41-4-110 et seq.), governing competitive purchasing by state educational institutions.
- (c) ACCS Board of Trustees policies and the ACCS Fiscal Policies and Procedures Manual, which establish institutional requirements for competitive procurement of professional services.
- (d) FAR Subpart 44 and DFARS Subpart 244, governing subcontracting under DOD contracts, including applicable requirements for consent to subcontract and subcontract flowdown.

1.6 Contract Term

Any resulting contract shall have a base period of performance of one (1) year from the date of award. The System shall have the option to extend the contract for one (1) additional year (Option Year One) by providing written notice to the Consultant no later than thirty (30) days prior to the expiration of the base period. Exercise of the option is at the sole discretion of the System and is subject to satisfactory Consultant performance, continued program need, and the availability of appropriated funds.

The total value of any resulting contract, inclusive of the base period and Option Year One if exercised, will be established in the contract award. This value applies to the aggregate of all labor, travel, and other direct costs incurred across both periods.

1.7 Definition of Terminology

"ACCS" or "System" means the Alabama Community College System and, where the context permits, the System Office acting on behalf of the System.

"BFA" means BlueForge Alliance, the DOD prime contractor with whom ACCS holds a subcontract.

"Consultant" means a firm or individual who submits a proposal in response to this RFP or who is engaged under any resulting contract.

"FAR" means the Federal Acquisition Regulation, Title 48 of the Code of Federal Regulations, Chapter 1.

"DFARS" means the Defense Federal Acquisition Regulation Supplement, Title 48 of the Code of Federal Regulations, Chapter 2.

"Flowdown" means the contractual incorporation of FAR and DFARS clauses into lower-tier subcontracts as required by the applicable prime contract and by operation of federal law and regulation.

"Not-to-Exceed" or "NTE" means the maximum total amount the System may obligate under any resulting contract across all periods of performance.

"Option Year One" means the one-year extension period that the System may exercise at its sole discretion following the base period.

"Participating College" means any of the four colleges identified in Section 1.2 that are party to a subcontract with ACCS under the BFA prime subcontract.

"Period of Performance" means the base period and, if exercised, Option Year One, during which services under any resulting contract are to be performed.

"Request for Proposal" or "RFP" means this document and all attachments, appendices, and amendments issued in connection with this procurement.

"System Office" means the central administrative office of the Alabama Community College System located in Montgomery, Alabama.

SECTION 2 — CONDITIONS GOVERNING THE PROCUREMENT

2.1 Explanation of Events

The following procurement schedule governs this RFP. All dates are subject to change; any changes will be posted to <https://www.accs.edu/vendors/>.

Procurement Event	Date / Time (CST)
RFP Issued	May 4, 2026
Written Questions Deadline	May 18, 2026, 5:00 PM CST
ACCS Response to Questions Posted	On or before May 22, 2026
Proposal Submission Deadline	May 29, 2026, 2:00 PM CST
Proposal Opening	May 29, 2026, 2:00 PM CST
Evaluation Committee Review	Week of June 1, 2026 (tentative)
Oral Presentations (if required)	Week of June 8, 2026 (tentative)
Anticipated Contract Award	On or before June 30, 2026 (tentative)

2.1.1 Issue of RFP

This RFP is issued by the Alabama Community College System. The date of issuance and all applicable deadlines are identified on the cover page and in the procurement schedule on the ACCS vendor website.

2.1.2 Pre-Proposal Conference

The System may, at its discretion, conduct a pre-proposal conference. Attendance is not mandatory. Information regarding any pre-proposal conference will be posted to the ACCS vendor website.

2.1.3 Clarification and Written Questions

All requests for clarification must be submitted in writing by email only to the Procurement Administrator as follows. Telephone inquiries will not be accepted or considered.

Email: fiscalservices@accs.edu

2.1.4 Deadline to Submit Written Questions

Written questions must be submitted by email no later than May 18, 2026, at 5:00 PM CST. Telephone inquiries will not be accepted or considered. Questions submitted after this deadline may not receive a response.

2.1.5 Response to Written Questions and RFP Amendments

Written responses to all timely submitted questions of general significance will be posted to the ACCS vendor website on or before May 22, 2026. Responses posted on the vendor website constitute the only authorized source of clarification. Any amendments will also be posted to the vendor website. Consultants must acknowledge receipt of all amendments in their letter of transmittal.

2.1.6 Submission of Proposals

One (1) physical copy and one (1) electronic copy (USB drive) of the complete proposal response are required, accompanied by a completed Evaluation Submission Form (Appendix E). The physical copy must bear the original ink signature of an authorized officer.

Sealed proposals must be delivered to:

Alabama Community College System

Attn: Federal Contract Consulting and Training Services RFP

Mailing Address: P.O. Box 302130, Montgomery, Alabama 36130-2130

Physical Address: (Third-Party Carriers): 135 South Union Street, Suite 451, Montgomery, Alabama 36104

Proposals must be received **no later than May 29, 2026, at 2:00 PM CST**. Proposals received after this deadline will not be considered regardless of the date of mailing or shipment. Electronic submissions will not be accepted.

2.1.7 Proposal Evaluation

An Evaluation Committee appointed by the System will review all proposals for responsiveness. Proposals that do not meet mandatory requirements will be deemed non-responsive. The Evaluation Committee may contact Consultants for written clarification of proposal responses.

2.1.8 Selection of Finalists

The Evaluation Committee will identify finalists based on the evaluation process in Section 5. Only finalists will be invited to participate in oral presentations if the Evaluation Committee determines such presentations are necessary.

2.1.9 Clarification from Finalists

Finalists may be asked to provide written clarification of specific elements of their proposal response. Requests for clarification do not indicate selection for award.

2.1.10 Contract Award

The System intends to award a single contract to one qualified Consultant that represents the best value to the System, taking into consideration the evaluation factors in Section 5. The System reserves the right to reject any or all proposals, and to waive informalities where such action is in the best interest of the System.

2.1.11 Bid Protests

Bid protests shall be governed by the protest procedures in the ACCS Purchasing Manual, available at <https://www.accs.edu/wp-content/uploads/2024/04/ACCS-Purchasing-Manual-04.09.24.pdf>. Questions regarding protest procedures must be submitted in writing to fiscalservices@accs.edu. Telephone inquiries will not be accepted or considered.

2.2 General Conditions

2.2.1 Acceptance of Conditions

Submission of a proposal constitutes acceptance of all applicable terms and conditions governing this procurement. Consultants must explicitly confirm acceptance in their letter of transmittal.

2.2.2 Incurring Cost

All costs incurred by a Consultant in preparing, transmitting, and presenting materials submitted in response to this RFP are borne solely by the Consultant.

2.2.3 Vendor Responsibility

Each Consultant is responsible for thoroughly reading and understanding all provisions of this RFP. Failure to comply with all requirements may result in the proposal being deemed non-responsive.

2.2.4 Subcontractors

Consultants may identify subcontractors or teaming partners to be used in performance of any resulting contract. The Consultant is fully responsible for the performance of all subcontractors. Engagement of any subcontractor requires prior written approval from ACCS. All subcontracts must include applicable FAR and DFARS flowdown clauses as required by Section 7 of this RFP.

2.2.5 Amended Proposals

Proposals may be amended prior to the submission deadline. Amendments must be submitted in the same manner as the original proposal and must be received before the deadline.

2.2.6 Withdrawal of Proposal

A Consultant may withdraw its proposal at any time prior to the submission deadline by submitting a written request signed by an authorized representative.

2.2.7 Proposal Offer Firm

Proposals shall remain firm and available for acceptance for a period of ninety (90) days from May 29, 2026, unless extended by mutual written agreement.

2.2.8 Disclosure of Proposal Contents

Proposals are subject to disclosure under the Alabama Open Records Act following contract award. Consultants claiming exemption for specific portions must identify those portions and state the legal basis for the claimed exemption.

2.2.9 No Obligation

This RFP does not commit the System to award a contract, to pay any costs incurred in the preparation of proposals, or to procure any services. The System reserves the right to cancel this RFP at any time prior to award.

2.2.10 Legal Review

The System reserves the right to have any proposals reviewed by legal counsel prior to award. Legal review shall not constitute acceptance of any proposal terms.

2.2.11 Governing Law

Any resulting contract shall be governed by and construed in accordance with the laws of the State of Alabama without giving effect to any choice-of-law or conflict-of-laws provisions or rules (whether of the State of Alabama or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Alabama. Venue shall be in Montgomery County, Alabama.

2.2.12 Basis for Proposal

Proposals must be based on the services described in this RFP. Proposals that take material exception to the requirements of this RFP may be deemed non-responsive.

2.2.13 Fiscal Funding and Proration

Any resulting contract is contingent upon the availability of appropriated funds. If funds are not available, the System may terminate the contract without liability upon written notice to the Consultant. In the event of proration of the fund from which payment under this contract is to be made, the contract will be subject to termination.

2.2.14 Restrictions on Communication

From the date of issuance of this RFP until selection of an awarded consultant, Consultants must not communicate with any ACCS employee, officer, board member, or college employee regarding this procurement except through the designated Procurement Administrator identified in Section 2.1.3. Violation of this restriction may result in disqualification.

2.2.15 Ethics and Conflicts of Interest

Consultants must comply with all applicable ethics requirements and must disclose any actual or potential organizational conflict of interest as defined in FAR Part 9. Any situation in which the Consultant's objectivity in performing required services could be impaired must be disclosed in writing with the proposal. The System may disqualify a Consultant with an unmitigable organizational conflict of interest.

2.2.16 Immigration Compliance

By submitting a proposal, the Consultant certifies that it 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 Consultant found to be in violation of this provision shall be deemed in breach of this contract and shall be responsible for all damages resulting therefrom. The Consultant further certifies compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Act 2011-535, as amended) and all applicable federal immigration laws and regulations.

2.2.17 Constitutional Compliance and Debt Limitation

By submitting a proposal, the Consultant certifies compliance with all applicable provisions of the Constitution of the United States and the Constitution of the State of Alabama. It is further agreed that the terms and commitments contained in any resulting contract shall not constitute a debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama of 1901, as amended by Amendment Number 26.

2.2.18 Vendor Disclosure Statement

Awarded Consultants must submit a notarized State of Alabama Vendor Disclosure Statement as required by Section 41-16-82 of the Code of Alabama within thirty (30) days of award notification. The form is included as Appendix D-4.

2.2.19 Severability

If any provision of any resulting contract shall contravene any statute or constitutional provision, either now in effect or which may be enacted during the term of the contract, then the conflicting provision of the contract shall be deemed null and void.

2.2.20 Sole and Entire Agreement

Any resulting contract constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, negotiations, and agreements, both oral and written, with respect to such subject matter.

2.2.21 Alternative Dispute Resolution

In accordance with the recommendations of the Governor and the Attorney General of the State of Alabama, the parties shall consider settling all disputes arising from or related to any resulting contract by using appropriate forms of non-binding alternative dispute resolution.

2.2.22 Board of Adjustment Jurisdiction

The Consultant understands, acknowledges, and agrees that its sole and exclusive remedy for any claim which may arise from or relate to any resulting contract is to file a claim with the Board of Adjustment of the State of Alabama.

2.2.23 Anti-Boycott Certification

In compliance with Act 2016-312 and Act 2023-409, the Consultant the vendor certifies it does not engage in prohibited economic boycotts.

2.2.24 Execution in Counterparts

Any resulting contract may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

2.3 Insurance Requirements

Prior to the commencement of any services under any resulting contract, the Consultant must provide a certificate of insurance evidencing the following minimum coverages. The Alabama Community College System must be named as an additional insured on all applicable policies. Failure to provide required documentation may result in delay of contract execution.

Coverage Type	Minimum Limit
Commercial General Liability	\$1,000,000 per occurrence / \$2,000,000 aggregate
Professional Liability (Errors and Omissions)	\$1,000,000 per claim / \$2,000,000 aggregate
Workers Compensation	Statutory limits per applicable law
Cyber Liability	\$1,000,000 per occurrence

2.4 Legal Compliance, Service Conformance, and Licensure

2.4.1 Legal Compliance

In performing services under any resulting contract, the Consultant shall comply with all applicable foreign or domestic laws, orders, rules, ordinances, and regulations, including all applicable FAR and DFARS requirements incorporated herein.

2.4.2 Service Conformance

The Consultant warrants that all services delivered under any resulting contract will conform to the scope of work described in Section 3, will be performed with the degree of skill normally exercised by recognized professional persons or firms providing services of a similar nature, and will comply with all applicable regulatory requirements.

2.4.3 Licensure and Permits

The Consultant is responsible for obtaining and maintaining all licenses, permits, and professional credentials required by applicable law or regulation for the performance of services under any resulting contract. Copies of relevant professional credentials for key personnel must be included in the proposal response.

SECTION 3 — SCOPE OF WORK AND SERVICE REQUIREMENTS

3.1 General Service Requirements

The Consultant selected under this RFP will provide expert consulting and training services to the Alabama Community College System and the four participating colleges identified in Section 1.2 throughout the period of performance. Services must be delivered in a manner that builds lasting internal compliance capacity at the System Office and at each participating college. The objective is not merely point-in-time advisory support, but the development of institutional knowledge and operational procedures that will sustain compliance independently after the consulting engagement concludes.

The Consultant must be capable of providing services across all three service areas described in this section, or must demonstrate that the proposed team collectively covers all three areas through documented teaming arrangements disclosed in the proposal. Proposals that do not address all three service areas will be deemed non-responsive.

Because no Covered Defense Information, classified information, or DOD-controlled technical data will flow to ACCS, the participating colleges, or the Consultant in connection with this program, DFARS 252.204-7012 (Safeguarding Covered Defense Information and Cyber Incident Reporting) is not operative for this engagement and is self-deleting from the clause set applicable to any resulting contract. All other applicable FAR and DFARS clauses identified in Section 7 remain in full force.

3.2 Service Area 1 — FAR and DFARS Compliance Advisory

The Consultant must provide ongoing advisory services to the ACCS System Office and participating colleges on compliance with all applicable FAR and DFARS clauses incorporated into the ACCS subcontract with BFA. Key requirements include:

- Review and analysis of the BFA General Purchase Order Terms and Conditions and Attachment No. 2 (SEA02 FAR/DFARS Clauses) to identify all compliance obligations applicable to ACCS and to each participating college.
- Development of a written Compliance Matrix documenting each applicable FAR and DFARS clause, the compliance action required, the responsible party at the System Office or college level, and the documentation required to demonstrate compliance.
- Ongoing advisory support to System Office staff and college business office personnel on questions of FAR and DFARS interpretation and application throughout the period of performance.
- Review of purchase orders, subcontracts, and vendor agreements issued by ACCS and the participating colleges for compliance with applicable flowdown requirements.
- Assistance in responding to any compliance questions, audit inquiries, or requests for information from BFA, the DOD Contracting Officer, or the Defense Contract Audit Agency (DCAA).
- Review of invoice submissions and cost documentation for consistency with applicable FAR Part 31 cost principles.
- Identification and notification of any regulatory changes affecting applicable FAR and DFARS clause requirements during the period of performance.

3.3 Service Area 2 — Workforce Training and Capacity Building

The Consultant must develop and deliver a comprehensive training program for ACCS System Office staff, participating college business office personnel, and key program management personnel. Training must be tailored to each audience and must specifically address the distinction between DOD contract compliance under FAR and DFARS and federal grant compliance under 2 CFR Part 200, which is the framework with which ACCS staff are most familiar. Specific requirements include:

- Development of a written Training Plan, delivered within sixty (60) days of contract award, identifying all training modules, target audiences, delivery modalities, and a proposed delivery schedule for the period of performance.
- Initial orientation training for System Office and college personnel covering the structure of the ACCS-BFA subcontract relationship, the role of FAR and DFARS in governing the contract, and the key compliance obligations applicable to each tier of the contracting structure.
- Focused training for college business office staff on cost allowability and documentation under FAR Part 31, the differences between FAR Part 31 cost principles and 2 CFR Part 200 cost principles, and practical guidance on records that must be maintained to support a DCAA audit.
- Training for college procurement personnel on subcontracting requirements, including the flowdown of FAR and DFARS clauses to lower-tier subcontractors, procurement integrity requirements under FAR Subpart 3.1, and the requirements of FAR 52.244-6 and DFARS 252.244-7000.
- Annual refresher training for all audiences if Option Year One is exercised.
- Development of written training materials, reference guides, and quick-reference tools suitable for ongoing use by System Office and college personnel after the conclusion of the consulting engagement.

Training may be delivered in person, via videoconference, or through a combination of both modalities. The Consultant must be willing to travel to the System Office in Montgomery and to each participating college campus as needed to deliver in-person training. Travel costs are subject to the requirements of Section 6.3.

3.4 Service Area 3 — Subcontract Management and Flowdown Support

The Consultant must provide assistance in structuring, drafting, reviewing, and monitoring the subcontracts between ACCS and the four participating colleges and between the colleges and their lower-tier vendors. Key requirements include:

- Review and comment on proposed subcontract terms between ACCS and each participating college to ensure proper incorporation of all required FAR and DFARS flowdown clauses as identified in BFA Attachment No. 2 (SEA02).
- Development of a standard flowdown clause matrix identifying which FAR and DFARS clauses flow to the college subcontractors, which clauses require further flowdown from the colleges to their lower-tier vendors, and which clauses are self-deleting based on the nature of the subcontract or the college's role.
- Assistance in structuring purchase order terms for vendors engaged by the participating colleges to ensure appropriate flowdown of applicable FAR and DFARS requirements.
- Guidance on subcontract consent requirements under FAR Subpart 44, including identification of which subcontracts may require BFA or Government consent prior to award.
- Support for the development and implementation of a subcontractor monitoring plan consistent with the requirements of the prime contract and applicable FAR and DFARS provisions.
- Assistance with the preparation of required subcontract reports, including any reports required by FAR 52.204-10 (Reporting Executive Compensation and First-Tier Subcontract Awards).

3.5 Deliverables and Reporting

The Consultant must provide the following minimum deliverables at the intervals specified. Additional deliverables may be identified during contract negotiation.

Deliverable	Due Date	Description
Kickoff Meeting and Work Plan	30 days after award	Initial meeting with ACCS and college representatives; written work plan identifying tasks, timelines, and responsible parties
FAR/DFARS Compliance Matrix	60 days after award	Written matrix of all applicable clauses, required actions, responsible parties, and documentation requirements at each tier
Training Plan	60 days after award	Comprehensive training plan identifying modules, audiences, modalities, and schedule for the base period
Flowdown Clause Matrix	90 days after award	Written analysis of flowdown requirements for each college subcontract and lower-tier vendor agreements
Initial Training Delivery — System Office	120 days after award	Completion of initial orientation and role-specific training for System Office personnel
Initial Training Delivery — Colleges	150 days after award	Completion of initial orientation and role-specific training at each of the four participating colleges
Quarterly Status Reports	15 days after each quarter end	Summary of services delivered, issues identified, actions taken, and upcoming activities
Base Period Close-Out Report	30 days before base period ends	Summary of compliance status, training outcomes, open items, and recommendations for Option Year One

3.6 Key Personnel

Proposals must identify key personnel who will be assigned to this engagement. At a minimum, a Project Lead must be designated. The Project Lead must possess the following qualifications:

- A minimum of seven (7) years of verifiable experience advising on FAR and DFARS compliance for DOD contractors or subcontractors.
- Demonstrated experience with DOD subcontract management, including flowdown clause analysis and subcontractor monitoring.
- Experience delivering compliance training to non-defense organizations transitioning to DOD contract requirements.
- Relevant professional credentials such as Certified Federal Contracts Manager (CFCM), Certified Professional Contracts Manager (CPCM), or a comparable credential, preferred.

The System must approve in writing any proposed replacement of key personnel after contract award. The System may require replacement of any Consultant personnel who perform unsatisfactorily.

3.7 References

Proposals must include a minimum of three (3) verifiable references from clients for whom the Consultant has performed services substantially similar in scope to the services described in this RFP within the past five (5) years. Each reference must include:

- Client organization name and contact information (name, title, email, and telephone number)

- Description of services performed and their relationship to the scope of this RFP
- Contract value and period of performance
- Outcome of the engagement

The System reserves the right to contact references and to consider reference information in the evaluation process.

3.8 Indemnification

Under any resulting contract, the Consultant shall indemnify, defend, and hold harmless the Alabama Community College System, its member institutions, and their respective officers, directors, employees, and agents from and against any and all claims, damages, losses, costs, and expenses, including reasonable attorney fees, arising out of or resulting from any negligent or willful act or omission of the Consultant, its employees, agents, or subcontractors.

SECTION 4 — PROPOSAL FORMAT AND ORGANIZATION

4.1 General Format Requirements

Proposals must be submitted in 8.5 x 11 inch format, printed on one side only, with a minimum font size of 12 points. Pages must be numbered. Proposals must be organized with tabbed dividers corresponding to the sections identified in Section 4.2.

4.2 Required Proposal Organization

Proposals must be organized in the following order with separately tabbed sections:

- Tab A: Letter of Transmittal
- Tab B: Evaluation Submission Form (Appendix E)
- Tab C: Proposal Summary
- Tab D: Technical Proposal
- Tab E: Price Proposal
- Tab F: Required Compliance Forms (Appendix D)
- Tab G: Federal Funds Certification (Appendix F)

4.3 Letter of Transmittal

The letter of transmittal must be signed by an individual authorized to bind the proposing organization contractually. The letter must confirm acceptance of all conditions governing this procurement, acknowledge receipt of any RFP amendments issued prior to the submission deadline, and provide the name, title, email address, and telephone number of the individual who may be contacted for clarification of proposal contents.

4.4 Proposal Summary

The proposal summary must provide a concise overview of the proposing organization, its relevant qualifications, and its understanding of the services sought. The summary must not exceed two (2) pages.

4.5 Required Compliance Forms

The following compliance forms must be included in Tab F at the time of proposal submission:

- D-1: State and Local Tax Certification and U.S. Immigration Status Form
- D-2: Certificate of Compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Act 2011-535, as amended)
- D-3: Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions

Forms required only from awarded Consultants are described in Appendix D.

4.6 Technical Proposal

The technical proposal must address all three service areas described in Section 3. Proposals that fail to address all service areas will be deemed non-responsive. The technical proposal must be organized as follows:

- Section 1 — Firm Qualifications and Experience: A narrative demonstrating the firm's qualifications and relevant experience in DOD contract compliance advisory, FAR and DFARS training, and defense subcontract management. Resumes for all proposed key personnel must be included.
- Section 2 — Technical Approach: A description of the proposed methodology and engagement model for each of the three service areas, including proposed tools, templates, and reference materials.
- Section 3 — Staffing Plan: Identification of all key personnel, their qualifications, and their estimated time commitment by service area and by period of performance.
- Section 4 — Sample Training Materials: A sample training outline or training module relevant to FAR or DFARS compliance for a non-defense organization audience.
- Section 5 — References: A minimum of three (3) client references as specified in Section 3.7.

4.7 Price Proposal

The price proposal must be submitted as a separate, sealed document within the overall proposal submission. Price information must not appear in the technical proposal. The price proposal must include:

- A labor rate schedule identifying all proposed labor categories, minimum and maximum qualifications for each category, and the corresponding hourly rate for the base period and Option Year One.
- An estimated level of effort by service area and by labor category, presented in a table format.
- A total estimated price for the base period and, separately, for Option Year One, organized by service area.
- A grand total estimated price for both periods combined.
- A statement of all costs not included in the labor rate schedule that would be billed as other direct costs, including travel and materials, consistent with Section 6.3.

4.8 Electronic Copy Requirements

One electronic copy of the complete proposal response must be provided on a USB drive included with the sealed paper submission. Electronic files must be organized to correspond to the tabbed sections of the paper submission.

4.9 Submission Package

The complete submission package must include one (1) bound paper copy and one (1) USB drive. The sealed submission must be clearly labeled on the outside of the envelope or package with the RFP title, the RFP number (RFP2026-0004-ACCS), and the proposing firm's legal name and address.

4.10 Proposal Opening

The proposals will be opened at 2:00 PM CST on May 29, 2026, at the ACCS System Office, 135 South Union Street, Suite 451, Montgomery, Alabama 36104. Technical proposals will be reviewed by the Evaluation Committee prior to the scoring of price proposals; however, price proposals will be opened at the time specified above and held under seal until technical evaluation is complete.

4.11 Vendor Contact Information

All contact information for the proposing firm must be provided on the Evaluation Submission Form (Appendix E). Consultants must notify ACCS within five (5) business days of any change in contact information after proposal submission.

SECTION 5 — EVALUATION CRITERIA AND SCORING

5.1 Evaluation Process Overview

An Evaluation Committee appointed by the System will evaluate all responsive proposals against the factors and point allocations established in this section. The System recognizes that the highly specialized nature of FAR and DFARS compliance expertise justifies placing significant weight on qualifications and technical merit relative to price, and the scoring structure reflects this determination.

5.2 Evaluation Factors

Factor 1 — Firm Qualifications and Relevant Experience (30 points)

The Evaluation Committee will assess the depth and relevance of the proposing firm's demonstrated experience advising DOD contractors or subcontractors on FAR and DFARS compliance, managing defense subcontract flowdown obligations, and delivering compliance training to organizations transitioning into DOD contract environments.

Factor 2 — Understanding of Scope and Technical Approach (25 points)

The Evaluation Committee will assess the quality and clarity of the proposed technical approach for each service area, including the appropriateness of the methodology, the feasibility of the engagement model, and the degree to which the proposal demonstrates an understanding of the institutional context of a public community college system entering a DOD subcontract for the first time.

Factor 3 — Staffing Plan and Key Personnel Qualifications (20 points)

The Evaluation Committee will assess the qualifications, experience, and availability of proposed key personnel, with particular attention to the qualifications of the Project Lead as described in Section 3.6. Proposals identifying personnel with relevant professional credentials (CFCM, CPCM, or comparable) will receive additional consideration under this factor.

Factor 4 — Training Approach and Sample Materials (15 points)

The Evaluation Committee will assess the quality and relevance of the proposed training approach and submitted sample materials, including the degree to which the proposed training addresses the specific needs of community college business office personnel with limited DOD contract experience and the grant-to-contract compliance transition challenge described in Section 1.3.

Factor 5 — Price (10 points)

Proposals will be evaluated on the reasonableness and competitiveness of the proposed rates and total estimated price for both periods of performance. The lowest total price will receive the maximum available points under this factor. Other proposals will be scored proportionally.

5.3 Scoring Summary

Evaluation Factor	Maximum Points
Factor 1 — Firm Qualifications and Relevant Experience	30
Factor 2 — Understanding of Scope and Technical Approach	25
Factor 3 — Staffing Plan and Key Personnel Qualifications	20
Factor 4 — Training Approach and Sample Materials	15

Evaluation Factor	Maximum Points
Factor 5 — Price	10
Total Available Points	100

5.4 Award Determination

The System intends to award a single contract to one qualified Consultant representing best value to the System, as determined by the evaluation factors in Section 5.3. The System reserves the right to reject any or all proposals, to waive informalities, and to negotiate final contract terms with the highest-ranked proposer. Award to a proposer other than the lowest-priced proposer is expressly permitted where technical superiority represents best value to the System.

5.5 Oral Presentations

The Evaluation Committee may, at its discretion, invite finalists to participate in oral presentations or interviews. If oral presentations are scheduled, all finalists will receive at least ten (10) business days notice. Oral presentation scores may be combined with written proposal scores to determine the final ranking.

SECTION 6 — PRICING STRUCTURE

6.1 General Pricing Philosophy

The System intends to engage the Consultant under a time-and-materials or labor-hour contract type, consistent with FAR Subpart 16.6, unless the Consultant proposes a fixed-price arrangement for specific deliverables identified in Section 3.5 that the System determines to represent better value. Consultants may propose alternative pricing structures provided the proposal clearly explains the structure and its advantages. The contract value will be established upon award and will cover the base period and Option Year One if exercised.

6.2 Rate Structure Requirements

All proposed labor rates must represent the Consultant's standard commercial rates as offered to comparable public sector clients. Proposed base period rates must be firm for the duration of the base period. Option Year One rates must be proposed at the time of initial proposal submission.

Proposed rates must include all direct labor costs, overhead, fringe benefits, and profit. Rates must be organized by labor category with the minimum and maximum qualifications for each category identified. The System will not reimburse any cost that has not been disclosed in the price proposal and approved in writing.

6.3 Travel and Other Direct Costs

Travel expenses, if any, must comply with the current Federal Travel Regulation (FTR) for the applicable location at the time of travel:

- Airfare will be reimbursed at the lowest available coach fare during normal business hours.
- Lodging and per diem (meals and incidentals) will be reimbursed at the current FTR rate for the applicable location.
- Rental vehicles will be reimbursed at the rate for the least expensive compact car available, unless a larger class is approved in advance in writing by the System.
- Personal vehicle mileage will be reimbursed at the current FTR mileage rate.
- Prepaid refueling options for rental vehicles will not be reimbursed.

Receipts must be maintained for all travel expenses and must be submitted with invoices. Travel costing more than five hundred dollars (\$500) per trip in aggregate must be approved in advance in writing by the System Project Director. Other direct costs, such as printing and required materials, will be reimbursed at actual cost without markup and must be identified in the price proposal.

SECTION 7 — FEDERAL PROCUREMENT REQUIREMENTS

7.1 Applicability and Scope

This section establishes the federal procurement requirements applicable to any contract awarded under this RFP. Because this contract is funded through the ACCS subcontract with BlueForge Alliance under a DOD prime contract, the governing federal requirements arise from the FAR and DFARS, not from 2 CFR Part 200 (Uniform Guidance). Consultants must understand and explicitly acknowledge this distinction. The standard 2 CFR Part 200 grant compliance requirements are not applicable to this procurement.

Important: Because no Covered Defense Information will be transmitted to the Consultant in connection with program performance, DFARS 252.204-7012 (Safeguarding Covered Defense Information and Cyber Incident Reporting) is self-deleting for this contract and does not impose compliance obligations on the Consultant. All other applicable FAR and DFARS clauses identified in Section 7.2 remain in full force.

7.2 FAR and DFARS Flow-Down Requirements

The Consultant agrees that all applicable FAR and DFARS clauses identified in the BFA General Purchase Order Terms and Conditions and Attachment No. 2 (SEA02 FAR/DFARS Clauses and Provisions Incorporated by Reference, Version 01) are incorporated by reference and made a part of any resulting contract to the extent required by the applicable prime contract and by operation of law and regulation. Clauses that are not applicable to the scope of the Consultant's services are self-deleting.

The following FAR clauses apply to any resulting contract:

Clause	Title / Notes
FAR 52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions — Applies; contract expected to exceed \$150,000.
FAR 52.203-12	Limitation on Payments to Influence Certain Federal Transactions — Applies; contract expected to exceed \$150,000.
FAR 52.203-13	Contractor Code of Business Ethics and Conduct — Self-deleting; contract does not exceed \$6,000,000.
FAR 52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements — Applies to all contracts.
FAR 52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards — Applies to all contracts.
FAR 52.204-13	System for Award Management Maintenance — Applies to all contracts; Consultant must maintain active SAM.gov registration.
FAR 52.204-21	Basic Safeguarding of Covered Contractor Information Systems — Applies if Consultant will have Federal Contract Information in its systems.
FAR 52.204-23	Prohibition on Hardware, Software, and Services from Kaspersky Lab and Other Covered Entities — Applies to all contracts.
FAR 52.204-25	Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment — Applies to all contracts.

Clause	Title / Notes
FAR 52.204-27	Prohibition on a ByteDance Covered Application — Applies to all contracts.
FAR 52.204-30	Federal Acquisition Supply Chain Security Act Orders — Prohibition — Applies to all contracts.
FAR 52.219-8	Utilization of Small Business Concerns — Applies if further subcontracting opportunities exist.
FAR 52.222-21	Prohibition of Segregated Facilities — Applies.
FAR 52.222-26	Equal Opportunity — Applies to all contracts.
FAR 52.222-35	Equal Opportunity for Veterans — Applies at thresholds specified in FAR 22.1303(a).
FAR 52.222-36	Equal Opportunity for Workers with Disabilities — Applies at thresholds specified in FAR 22.1408(a).
FAR 52.222-37	Employment Reports on Veterans — Applies at thresholds specified in FAR 22.1303(a).
FAR 52.222-40	Notification of Employee Rights Under the National Labor Relations Act — Applies to contracts exceeding \$10,000 performed in the United States.
FAR 52.222-50	Combating Trafficking in Persons — Applies to all contracts.
FAR 52.244-6	Subcontracts for Commercial Products and Commercial Services — Applies to all contracts.

The following DFARS clauses apply to any resulting contract:

Clause	Title / Notes
DFARS 252.203-7000	Requirements Relating to Compensation of Former DOD Officials — Applies to all contracts.
DFARS 252.203-7002	Requirement to Inform Employees of Whistleblower Rights — Applies to all contracts.
DFARS 252.203-7003	Agency Office of the Inspector General — Applies to all contracts.
DFARS 252.204-7000	Disclosure of Information — Applies to all contracts.
DFARS 252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting — SELF-DELETING. No Covered Defense Information will be transmitted to the Consultant under this contract.
DFARS 252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support — Applies to all contracts.
DFARS 252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services — Applies to all contracts.
DFARS 252.204-7020	NIST SP 800-171 DoD Assessment Requirements — Applies; Consultant must have a current SPRS entry. Note: Because no CDI is involved, the compliance burden under this clause is reduced but the registration requirement remains.

Clause		Title / Notes
DFARS 7048	252.225-	Export-Controlled Items — Applies; see Section 7.3.
DFARS 7056	252.225-	Prohibition Regarding Business Operations with the Maduro Regime — Applies to all contracts.
DFARS 7060	252.225-	Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region — Applies to all contracts.
DFARS 7967 (Dev)	252.225-	Prohibition Regarding Russian Fossil Fuel Business Operations — Applies to all contracts.
DFARS 7016	252.227-	Rights in Bid or Proposal Information — Applies to all contracts.
DFARS 7010	252.237-	Prohibition on Interrogation of Detainees by Contractor Personnel — Applies to all contracts.
DFARS 7002	252.243-	Request for Equitable Adjustment — Applies to contracts exceeding the Simplified Acquisition Threshold.
DFARS 7000	252.244-	Subcontracts for Commercial Products or Commercial Services — Applies to all contracts.

7.3 Export Controls

Consultants must comply with all applicable U.S. export control laws and regulations, including the Arms Export Control Act (22 U.S.C. 2751-2796) and the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 774, consistent with DFARS 252.225-7048. Consultants must certify in writing that they are either a U.S. Person as defined in the applicable export laws and regulations, or that they have disclosed in writing to ACCS all relevant citizenship, country of incorporation, and immigration status information.

7.4 Vendor Compliance and Notification Obligations

The Consultant must promptly notify ACCS in writing within five (5) business days of any of the following:

- Debarment, suspension, or proposed debarment by any federal agency.
- Conviction of fraud or any defense-contract-related felony.
- Discovery of any actual or potential organizational conflict of interest as defined in FAR Part 9.
- Any change in the Consultant's status as a U.S. Person for export control purposes.

The Consultant must flow down all applicable FAR and DFARS requirements to any lower-tier subcontractors engaged in performance of any resulting contract, consistent with FAR 52.244-6 and DFARS 252.244-7000.

APPENDIX A — PARTICIPATING INSTITUTIONS

The following institutions are the participating parties under the ACCS-BFA subcontract for which consulting and training services are sought under this RFP. The Consultant must be prepared to provide services at the System Office and at each of the four participating college campuses.

Institution	Location
Alabama Community College System — System Office	Montgomery, Alabama
Bishop State Community College	Mobile, Alabama
Coastal Alabama Community College	Bay Minette, Alabama
Lurleen B. Wallace Community College	Andalusia, Alabama
Reid State Community College	Evergreen, Alabama

APPENDIX B — SUMMARY OF KEY FAR AND DFARS CLAUSES

The following table summarizes the FAR and DFARS clauses of highest operational significance for this engagement. The full clause set is contained in the BFA contracting documents, which will be provided to the awarded Consultant upon contract execution.

Clause	Title / Notes
FAR 52.203-11 / 52.203-12	Lobbying certifications and limitations — Apply because contract exceeds \$150,000.
FAR 52.203-19	Prohibition on internal confidentiality agreements that restrict reporting of waste, fraud, or abuse to the Government.
FAR 52.204-10	Requires reporting of executive compensation and first-tier subcontract awards to SAM.gov.
FAR 52.204-13	All parties must maintain current, active SAM.gov registration throughout the period of performance.
FAR 52.204-21	Basic safeguarding obligations for systems containing Federal Contract Information.
FAR 52.219-8	Requires maximum practicable use of small business concerns in subcontracting.
FAR 52.222-26	Equal opportunity employment requirements apply to all contracts.
FAR 52.222-50	Combating Trafficking in Persons — prohibits and requires reporting of trafficking-related activities.
FAR 52.244-6	Mandatory flowdown clauses when subcontracting for commercial products or services.
DFARS 252.203-7002	Requires affirmatively informing employees of whistleblower protections under 10 U.S.C. 4701.
DFARS 252.204-7000	Prohibits release of information related to the contract without prior Government/Buyer approval.
DFARS 252.204-7012	SELF-DELETING for this contract — no Covered Defense Information involved.
DFARS 252.204-7018	Prohibits use of covered defense telecommunications equipment or services.
DFARS 252.204-7020	NIST SP 800-171 self-assessment must be current in SPRS; compliance burden reduced where no CDI is present.
DFARS 252.225-7048	All parties must comply with ITAR and EAR; no access by foreign nationals without prior authorization.
DFARS 252.244-7000	DFARS companion to FAR 52.244-6 for commercial product and service subcontracts.

APPENDIX C — REQUIRED QUARTERLY PERFORMANCE REPORT FORMAT

The Consultant must submit quarterly performance reports in accordance with Section 3.5. Reports must be submitted in PDF format by email to fiscalservices@accs.edu no later than fifteen (15) days following the end of each calendar quarter.

Report Element	Content Required
Consultant Name and Contract Number	Consultant legal name and assigned contract number
Report Period	Quarter and year (e.g., Second Quarter — Apr through Jun 2026)
Date Submitted and Submitted By	Date of submission; name and title of submitter
Section 1 — Services Delivered	Summary of services delivered by service area during the quarter, including deliverables submitted and accepted
Section 2 — Hours and Cost	Hours billed by labor category; total costs invoiced for the quarter and cumulatively since award
Section 3 — Training Activity	Number of training sessions delivered, audiences reached, topics covered, and attendance
Section 4 — Issues and Risks	Identification of any compliance issues, risks, or concerns identified during the quarter and status of recommended actions
Section 5 — Upcoming Activities	Planned activities and deliverables for the subsequent quarter

APPENDIX D — VENDOR COMPLIANCE AND FINANCIAL FORMS

The following forms are required as part of this procurement. Submission requirements and timing are described in Section 4.5.

Forms Required at Time of Proposal Submission:

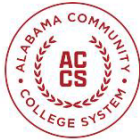
- D-1: State and Local Tax Certification and U.S. Immigration Status Form
- D-2: Certificate of Compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Act 2011-535, as amended)
- D-3: Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion — Lower Tier Covered Transactions

Forms Required from Awarded Consultant Only (within 30 days of award notification):

- D-4: State of Alabama Vendor Disclosure Statement (notarized; required by Section 41-16-82 of the Code of Alabama)
- D-5: Vendor Setup and Payment Authorization Form (submit via secure link provided by System Office)
- D-6: E-Verify Memorandum of Understanding for Employers (complete executed copy; access at <https://www.e-verify.gov/>)

Questions regarding required forms must be submitted in writing to fiscalservices@accs.edu. Telephone inquiries will not be accepted or considered.

D-1 STATE AND LOCAL TAX CERTIFICATION AND U.S. IMMIGRATION STATUS FORM



State and Local Tax Certification & U.S. Immigration Status

The Alabama Community College System and its affiliated institutions are State funded entities which require certification from contracted vendors for tax certifications and U.S. immigration status of contractor's employees and the employees of all subcontractors.

Part 1: Tax Certification

Alabama Code Section 41-4-142 stipulates a state department or agency may not contract for the purchase or lease of supplies from a vendor, contractor, or an affiliate of a vendor or contractor, unless that vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are properly registered, collecting, and remitting Alabama state and local sales and use tax, or simplified sellers use tax, and lease tax, as provided for by Article 4 of Chapter 12 of Title 40 and Articles 1, 2, and 4 of Chapter 23 of Title 40, or by any local act or ordinance.

Each vendor, contractor, or affiliate of a vendor or contractor that is offered a contract to do business with a state department or state agency shall be required to certify that the vendor or affiliate is appropriately registered to collect and remit sales and use tax, or simplified sellers use tax and lease tax as required by this section and submit to that state department or agency certification required by the Alabama Department of Revenue.

Every bid submitted and contract executed by the state shall contain a certification by the bidder or contractor that the bidder or contractor is not barred from bidding for or entering into a contract under this section and that the bidder or contractor acknowledges that the contracting state agency may declare the contract void if the certification completed is false.

Each vendor or contractor that sells or leases supplies to a state department or agency, and each affiliate of that vendor or contractor that makes sales for delivery into Alabama, shall be required to collect and remit the Alabama sales and use tax, or simplified sellers use tax, and lease tax on all its sales and leases into the state.

Part 2: U.S. Immigration Status

I hereby attest that all workers on this project are either citizens of the United States or are in a proper and legal immigration status that authorizes them to be employed for pay within the United States.

Contractor _____

Check boxes to confirm your agreement to the following statements:

- Part 1: Contractor verifies and affirms that it is in the compliance with the Alabama Code Section 41-4-142.
- Part 2: Contractor verifies and affirms that it is in compliance with the U.S. Immigration Status Statement above.

Signature of Contractor

Witness

D-2 CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535, AS AMENDED)

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 or Department or other 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: _____

Print Name of Witness

D-3 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

Non-Federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. The regulations in 2 CFR part 180 restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

- 1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- 3) By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
- 4) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, may pursue available remedies, including suspension and/or debarment.
- 5) The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 6) The terms "covered transaction" "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules and implementing Executive Orders 12549 and 12689. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 7) The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Federal awarding agency.
- 8) The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 9) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required, to check SAM.gov Exclusions.
- 10) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 11) Except for transactions authorized under paragraph 7 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the funding agency may pursue available remedies, including suspension and/or debarment.

Signature of Authorized Representative

Name and Title of Authorized Representative

Company or Agency

Date

APPENDIX E — EVALUATION SUBMISSION FORM

This form must be completed in full and included in Tab B of the bound proposal response. Submit an updated form to fiscalservices@accs.edu within five (5) business days of any change after award.

VENDOR CONTACT INFORMATION

Consultant Legal Name: _____
Federal Employer ID #: _____
Principal Business Address: _____
Consultant Website: _____
Date of Submission: _____

PRIMARY CONTRACT EXECUTIVE

Name: _____
Title: _____
Email: _____
Telephone: _____

CONTRACT NEGOTIATION CONTACT

Name: _____
Title: _____
Email: _____

PROPOSED PROJECT LEAD

Name: _____
Title: _____
Email: _____
Professional Credentials: _____
Years of FAR/DFARS Experience: _____

SERVICE AREAS COVERED (confirm all that apply):

- Service Area 1 — FAR and DFARS Compliance Advisory
- Service Area 2 — Workforce Training and Capacity Building
- Service Area 3 — Subcontract Management and Flowdown Support

PROPOSAL INDEX

Proposal Element	Tab / Page Number
Letter of Transmittal	
Evaluation Submission Form (this form)	
Proposal Summary (2 pages maximum)	
Technical Proposal — Section 1: Firm Qualifications and Experience	
Technical Proposal — Section 2: Technical Approach by Service Area	
Technical Proposal — Section 3: Staffing Plan and Key Personnel Resumes	
Technical Proposal — Section 4: Sample Training Materials	
Technical Proposal — Section 5: References (minimum three)	
Price Proposal — Labor Rate Schedule by Period	
Price Proposal — Level of Effort by Service Area	
Price Proposal — Total Estimated Price by Period and Grand Total	
Compliance Forms — D-1, D-2, D-3	
Federal Funds Certification (Appendix F)	

APPENDIX F — FEDERAL FUNDS CERTIFICATION

This certification must be completed and submitted by all Consultants at the time of proposal submission. By executing this certification, the Consultant certifies compliance with all applicable federal requirements described in Section 7 of this RFP.

This contract is issued under a DOD subcontract governed by FAR and DFARS, not by 2 CFR Part 200. The certifications below correspond to the applicable FAR and DFARS clause requirements identified in Section 7.

	Certification Provision
(A)	DEBARMENT AND SUSPENSION. The Consultant certifies that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency (Executive Orders 12549 and 12689; 2 CFR Part 180). The Consultant will immediately notify ACCS if this status changes.
(B)	SAM REGISTRATION. The Consultant certifies that it maintains a current, active registration in the System for Award Management (SAM.gov) and will maintain such registration throughout the period of performance, consistent with FAR 52.204-13.
(C)	EQUAL OPPORTUNITY. The Consultant certifies compliance with all applicable equal opportunity and non-discrimination requirements, including FAR 52.222-26, Section 503 of the Rehabilitation Act of 1973 (41 CFR Part 60-741), the Vietnam Era Veterans Readjustment Assistance Act of 1974 (41 CFR Part 60-300), and Title VI of the Civil Rights Act of 1964.
(D)	BYRD ANTI-LOBBYING AMENDMENT. The Consultant certifies that no federal appropriated funds have been paid or will be paid to any person for influencing any officer, employee, or Member of Congress in connection with this contract, consistent with 31 U.S.C. 1352 and FAR 52.203-11 and 52.203-12. The Consultant will comply with OMB Standard Form LLL disclosure requirements where applicable.
(E)	PROHIBITED TECHNOLOGY. The Consultant certifies that it does not use, and will not deliver or incorporate into any service deliverable, any hardware, software, or services developed or provided by Kaspersky Lab or any covered entity (FAR 52.204-23), any covered telecommunications or video surveillance equipment (FAR 52.204-25), any covered defense telecommunications equipment or services (DFARS 252.204-7018), or any ByteDance covered application (FAR 52.204-27).
(F)	CDI / CYBERSECURITY. The Consultant acknowledges that DFARS 252.204-7012 is self-deleting for this contract because no Covered Defense Information will be transmitted to the Consultant. The Consultant certifies that it maintains a current NIST SP 800-171 self-assessment entry in SPRS as required by DFARS 252.204-7020, and will provide its SPRS score upon request.
(G)	EXPORT CONTROLS. The Consultant certifies that it is a U.S. Person as defined in the applicable export laws and regulations, or that it has disclosed in writing to ACCS all relevant citizenship, country of incorporation, and immigration status information required by DFARS 252.225-7048.
(H)	ORGANIZATIONAL CONFLICT OF INTEREST. The Consultant certifies that it does not have any organizational conflict of interest as defined in FAR Part 9. The Consultant agrees to immediately disclose in writing any actual or potential organizational conflict of interest arising after submission of this proposal.
(I)	COMBATING TRAFFICKING IN PERSONS. The Consultant certifies compliance with FAR 52.222-50 and will take all required steps to prevent trafficking-related activities in connection with performance under any resulting contract.

Certification Provision	
(J)	WHISTLEBLOWER RIGHTS. The Consultant certifies that it will inform all employees performing work under any resulting contract of the whistleblower protections available to them under applicable law, consistent with DFARS 252.203-7002.
(K)	FLOW-DOWN. The Consultant certifies that it will flow down all applicable FAR and DFARS requirements to any lower-tier subcontractors engaged in performance of any resulting contract, consistent with FAR 52.244-6 and DFARS 252.244-7000.
(L)	GENERAL COMPLIANCE. The Consultant certifies compliance with all applicable provisions described in Section 7 of this RFP and with all applicable federal, state, and local laws, rules, regulations, and ordinances in the performance of any resulting contract.

Consultant Certification

The undersigned authorized representative hereby certifies that all statements in this Federal Funds Certification are true, complete, and accurate to the best of the undersigned's knowledge and belief, and that the Consultant will comply with all applicable federal requirements for any services performed under any contract resulting from this procurement.

Consultant Legal Name: _____

Address: _____

City, State, Zip: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

Email: _____