



Kay Ivey
Governor

ALABAMA DEPARTMENT OF TRANSPORTATION CONSTRUCTION BUREAU

1409 Coliseum Boulevard, Montgomery, Alabama 36110
P. O. Box 303050, Montgomery, Alabama 36130-3050
Phone: 334-242-6218 Fax: 334-264-3727



John R. Cooper
Transportation Director

REQUEST FOR PROPOSAL

Business Development Program – Statewide
for
ALDOT Disadvantaged Business Enterprise (DBE) Program

Submission Deadline & Point of Contact

All proposals in response to this Request for Proposal (RFP) must be received by the ALDOT Construction Bureau no later than **October 7, 2022 at 5:00 pm**. This deadline will not be extended. Any proposal received after this deadline will be considered non-responsive and will be rejected.

Proposals shall only be submitted via email (preferred) or mail to:

Alabama Department of Transportation
Attn: Walter Carr, DBE Contracts Manager
1409 Coliseum Boulevard
Construction Bureau – G101
Montgomery, AL 36110
334-242-6251
carrw@dot.state.al.us

Scope of Program

ALDOT is seeking competitive proposals from qualified organizations interested in implementing ALDOT's Business Development Program for the ALDOT DBE Program. The purpose of the Business Development Program is to further the development of Alabama-certified DBE firms willing and able to perform work on ALDOT highway construction projects. The objective includes, but is not limited to, assisting the DBE firms with transitioning into non-traditional areas of work and/or competing in the marketplace outside the DBE Program via the provision of training and assistance from the selected SERVICE PROVIDER in accordance with 49 CFR Appendix C to Part 26. A draft 24-month agreement is attached for details about this program and the expectations of the selected consultant(s).

Electronic submissions of proposals are preferred, but submissions of a 10-page hardcopy are also allowed. Adherence to the 10-page limit is required and should be typewritten using 12 font in single spaced format. The 10-page limit does include attachments and/or exhibits, not the cover page. Each proposal submitted will be reviewed for content and conformance that is governed by 49 CFR Appendix C to Part 26.

Proposal Guidelines

Any proposal that is incomplete or does not follow these guidelines will be considered non-responsive.

Section 1 – Consultant Qualifications

Give an overview of your organization’s qualifications relevant to the scope of the Business Development Program and the U.S. Department of Transportation’s DBE Program. List and include qualifications of the primary individuals proposed to manage/oversee the work, carry out the required activities, and prepare the required deliverables. Include information about past projects, years in operation, education, certifications, areas of expertise, and other information you wish to be considered. Give the same information for any sub-consultants and their employees you intend to utilize.

Section 2 – Implementation Plan

Give an overview of how your organization would implement ALDOT’s Business Development Program and fulfill the requirements as outlined in the draft agreement.

Section 3 – Deliverables & Fee Proposal

Give the proposed compensation amount for each Business Development Program deliverable listed below. These amounts should include, but not be limited to, all salaries, hourly wages, other personnel costs, any and all sub-consultant costs, DBE firm participant training costs, office supplies and equipment, travel costs, administrative costs, overhead and profit, and any other direct or indirect costs. (Note, DBE firm participant training costs which receive the required ALDOT pre-approval will be reimbursed at the pre-approved amount for registration fee and per diem as deemed appropriate.)

- A. \$ _____ per Each – BDP Participant Vacancy Proposal
- B. \$ _____ per Each – BDP Participant Needs Assessment
- C. \$ _____ per Each – BDP Participant Business Plan
- D. \$ _____ per Each – BDP Participant Annual Review
- E. \$ _____ per Each – BDP Participant Transitional Stage Recommendation
- F. \$ _____ per Each – BDP Participant Graduation Recommendation
- G. \$ _____ per Month – Monthly Report

_____ Maximum number of DBE firms for which you would be able to provide these services with deliverables being due at the same time.

Evaluation and Selection Process

Upon receipt, proposals will be reviewed for responsiveness based on adherence to the proposal deadline, formatting requirements and completeness.

Responsive proposals will be evaluated by the Selection Committee based on these criteria:

- Submitted qualifications of the consultant firm, and that of any proposed sub-consultant firm;
- Submitted qualifications of the individuals proposed to perform work as part of the program;
- Proposed compensation amounts for the required deliverables;
- Maximum number of DBE firms able to be assisted.

One or more consultants will be selected from the responsive proposals to assist as many DBE firms as possible within ALDOT's federal budget allocation.



Kay Ivey
Governor

ALABAMA DEPARTMENT OF TRANSPORTATION CONSTRUCTION BUREAU

1409 Coliseum Boulevard, Montgomery, Alabama 36110
P. O. Box 303050, Montgomery, Alabama 36130-3050
Phone: 334-242-6218 Fax: 334-264-3727



John R. Cooper
Transportation Director

REQUEST FOR PROPOSAL

Business Development Program – Statewide
for
ALDOT Disadvantaged Business Enterprise (DBE) Program

Submission Deadline & Point of Contact

All proposals in response to this Request for Proposal (RFP) must be received by the ALDOT Construction Bureau no later than **October 7, 2022 at 5:00 pm**. This deadline will not be extended. Any proposal received after this deadline will be considered non-responsive and will be rejected.

Proposals shall only be submitted via email (preferred) or mail to:

Alabama Department of Transportation
Attn: Walter Carr, DBE Contracts Manager
1409 Coliseum Boulevard
Construction Bureau – G101
Montgomery, AL 36110
334-242-6251
carrw@dot.state.al.us

Scope of Program

ALDOT is seeking competitive proposals from qualified organizations interested in implementing ALDOT's Business Development Program for the ALDOT DBE Program. The purpose of the Business Development Program is to further the development of Alabama-certified DBE firms willing and able to perform work on ALDOT highway construction projects. The objective includes, but is not limited to, assisting the DBE firms with transitioning into non-traditional areas of work and/or competing in the marketplace outside the DBE Program via the provision of training and assistance from the selected SERVICE PROVIDER in accordance with 49 CFR Appendix C to Part 26. A draft 24-month agreement is attached for details about this program and the expectations of the selected consultant(s).

Electronic submissions of proposals are preferred, but submissions of a 10-page hardcopy are also allowed. Adherence to the 10-page limit is required and should be typewritten using 12 font in single spaced format. The 10-page limit does include attachments and/or exhibits, not the cover page. Each proposal submitted will be reviewed for content and conformance that is governed by 49 CFR Appendix C to Part 26.

Proposal Guidelines

Any proposal that is incomplete or does not follow these guidelines will be considered non-responsive.

Section 1 – Consultant Qualifications

Give an overview of your organization's qualifications relevant to the scope of the Business Development Program and the U.S. Department of Transportation's DBE Program. List and include qualifications of the primary individuals proposed to manage/oversee the work, carry out the required activities, and prepare the required deliverables. Include information about past projects, years in operation, education, certifications, areas of expertise, and other information you wish to be considered. Give the same information for any sub-consultants and their employees you intend to utilize.

Section 2 – Implementation Plan

Give an overview of how your organization would implement ALDOT's Business Development Program and fulfill the requirements as outlined in the draft agreement.

Section 3 – Deliverables & Fee Proposal

Give the proposed compensation amount for each Business Development Program deliverable listed below. These amounts should include, but not be limited to, all salaries, hourly wages, other personnel costs, any and all sub-consultant costs, DBE firm participant training costs, office supplies and equipment, travel costs, administrative costs, overhead and profit, and any other direct or indirect costs. (Note, DBE firm participant training costs which receive the required ALDOT pre-approval will be reimbursed at the pre-approved amount for registration fee and per diem as deemed appropriate.)

- A. \$ _____ per Each – BDP Participant Vacancy Proposal
- B. \$ _____ per Each – BDP Participant Needs Assessment
- C. \$ _____ per Each – BDP Participant Business Plan
- D. \$ _____ per Each – BDP Participant Annual Review
- E. \$ _____ per Each – BDP Participant Transitional Stage Recommendation
- F. \$ _____ per Each – BDP Participant Graduation Recommendation
- G. \$ _____ per Month – Monthly Report

_____ Maximum number of DBE firms for which you would be able to provide these services with deliverables being due at the same time.

Evaluation and Selection Process

Upon receipt, proposals will be reviewed for responsiveness based on adherence to the proposal deadline, formatting requirements and completeness.

Responsive proposals will be evaluated by the Selection Committee based on these criteria:

- Submitted qualifications of the consultant firm, and that of any proposed sub-consultant firm;
- Submitted qualifications of the individuals proposed to perform work as part of the program;
- Proposed compensation amounts for the required deliverables;
- Maximum number of DBE firms able to be assisted.

One or more consultants will be selected from the responsive proposals to assist as many DBE firms as possible within ALDOT's federal budget allocation.

AGREEMENT

BUSINESS DEVELOPMENT PROGRAM

This AGREEMENT is entered into by and between the State of Alabama, acting by and through the Alabama Department of Transportation, hereinafter referred to as ALDOT, and SERVICE PROVIDER FIRM NAME, which is qualified to do business in the State of Alabama, with its principal office at SERVICE PROVIDER PHYSICAL ADDRESS, Party of the Second Part, hereinafter referred to as the SERVICE PROVIDER.

The SERVICE PROVIDER will implement ALDOT's Business Development Program, hereinafter referred to as "BDP", for ALDOT's Disadvantaged Business Enterprise Program, hereinafter referred to as "DBE Program". The purpose of the BDP is to further the development of Alabama-certified DBE firms willing and able to perform work on ALDOT highway construction projects, including but not limited to assisting them to move into non-traditional areas of work and/or compete in the marketplace outside the DBE Program, via the provision of training and assistance from the SERVICE PROVIDER in accordance with 49 CFR Appendix C to Part 26 (ATTACHMENT 1). All work required under this AGREEMENT shall be performed in accordance with the regulations and any requirements hereinafter set forth. All work performed by the SERVICE PROVIDER under this AGREEMENT will be subject to the review, approval, and acceptance of ALDOT and/or the Federal Highway Administration (FHWA).

ARTICLE I – SCOPE OF WORK

The SERVICE PROVIDER shall propose Alabama-certified DBE firms to participate in the BDP. The DBE firms must be certified in, or seeking additional certification in, NAICS Codes related to highway construction. The DBE firms must be in business for at least one (1) year prior to being proposed as a BDP participant. The DBE firms must have a business history void of suspension or debarment. It is preferred the DBE firms not have previously participated in the BDP and must not have participated within the last five (5) years. The DBE firms shall also have a growth potential that would improve any overconcentration, voids, or diversity of highway construction work types having DBE firms ready, willing, and able to perform. From those DBE firms proposed, ALDOT will select ___ () DBE firms to be BDP participants located across the state; if possible, _____ () located in each of ALDOT's three DBE Supportive Services coverage areas plus _____ () additional located in ALDOT's Southeast Region. Selected DBE firms must continue to meet all eligibility criteria contained in 49 CFR Part 26 and demonstrate continuing progress in the BDP to remain a BDP participant.

The SERVICE PROVIDER shall customize the BDP for each participant which shall consist of two stages. First, the Developmental Stage shall focus on creating a comprehensive business plan of short-term and long-term goals strategically designed for the participant's growth towards economic viability. Training during this stage shall address any weaknesses in the participant's foundational business skills and/or technical skills associated with their current work type(s). Second, the Transitional Stage shall focus on the strengthening, growth, and refinement of the participant's knowledge, skills, and abilities to overcome their disadvantage and expand their business to new areas of the state and/or new highway construction work types.

The SERVICE PROVIDER shall provide all necessary assistance to participants to ensure their successful progression through the program. This includes, but is not limited to, business counseling, recommending and coordinating training, identifying bidding opportunities, networking assistance, and any other similar services required by the participants.

The SERVICE PROVIDER shall monitor and direct each participant's activities towards achieving their targets, objectives, and goals as outlined in their ALDOT accepted business plan.

The SERVICE PROVIDER shall make participant graduation recommendations and proposals for new participants to fill any vacancies.

ARTICLE II – REPORTING REQUIREMENTS

The following milestone reporting requirements and monthly reporting requirements are deliverables which the SERVICE PROVIDER shall use as a basis for structuring their fee proposal and invoice submittals. The reporting requirements become effective upon the execution date of this AGREEMENT. Milestone due dates are based upon each BDP participant's entry into the program. Monthly reporting requirements are in addition to the milestone requirements.

Due Month 1 Milestone – BDP Participant Vacancy Proposal

The SERVICE PROVIDER shall recruit potential applicants statewide by survey, by contacting current DBE Supportive Service Providers and/or Contractor Associations for recommendations, and/or by other appropriate means. The SERVICE PROVIDER shall submit to ALDOT a list DBE firms as proposed BDP participants that meet the eligibility requirements set forth in this AGREEMENT. This list shall be no less than the number of BDP vacancies of the available ___ () BDP participant slots. This list shall be accompanied by a signed statement from each DBE firm indicating their proposed commitment to investing the time and effort required to progress through, and graduate from, the program if selected. ALDOT will

review the proposal, make selections, and, if necessary, request additional proposed participants for consideration.

Due Month 2 Milestone – BDP Participant Needs Assessment

The SERVICE PROVIDER shall conduct a detailed comprehensive needs assessment of each selected BDP participant. Each needs assessment shall ultimately serve as the foundation for building the BDP participant's comprehensive business plan. Each needs assessment shall include a list of immediate Developmental Stage training needs. The SERVICE PROVIDER shall submit to ALDOT each completed needs assessment. ALDOT will review and accept each needs assessment, and may recommend training courses that could fulfill stated training needs.

Due Month 6 Milestone – BDP Participant Business Plan

The SERVICE PROVIDER shall assist each BDP participant with development of their comprehensive business plan. In accordance with Appendix C to Part 26, "[t]he business plan should contain at least the following:

- (1) An analysis of market potential, competitive environment and other business analyses estimating the program participant's prospects for profitable operation during the term of program participation and after graduation from the program.
- (2) An analysis of the firm's strengths and weaknesses, with particular attention paid to the means of correcting any financial, managerial, technical, or labor conditions which could impede the participant from receiving contracts other than those in traditional areas of DBE participation.
- (3) Specific targets, objectives, and goals for the business development of the participant during the next two years, utilizing the results of the analysis conducted pursuant to paragraphs (C) and (D)(1) of [Appendix C to Part 26];
- (4) Estimates of contract awards from the DBE program and from other sources which are needed to meet the objectives and goals for the years covered by the business plan; and
- (5) Such other information as [ALDOT] may require."

Each business plan shall include target dates of short-term goals/activities to be completed during the Developmental Stage and a listing of long-term goals/activities to be completed during the Transitional Stage. The SERVICE PROVIDER shall submit to ALDOT a draft of each business plan as soon as possible for review and comment. The SERVICE PROVIDER shall address any comments and submit to ALDOT a final business plan for each BDP participant no later than the beginning of month six (6) which will be forwarded to FHWA for review and comment. After review by FHWA, ALDOT will accept, or accept as noted, each BDP participant's business plan thereby making them eligible for program benefits and begin their BDP Developmental Stage.

Due Month 12 Milestone – BDP Participant Annual Review

The SERVICE PROVIDER shall conduct an annual needs assessment of each BDP participant and assist them with reviewing their current ALDOT accepted business plan. Subsequent assessments and reviews of the same format shall be conducted annually from this date forward until BDP participant graduation or exit from the program. In accordance with Appendix C to Part 26, each annual review shall include a forecast of contract award needs to “include:

- (1) The aggregate dollar value of contracts to be sought under the DBE program, reflecting compliance with the business plan;
- (2) The aggregate dollar value of contracts to be sought in areas other than traditional areas of DBE participation;
- (3) The types of contract opportunities being sought, based on the firm’s primary line of business; and
- (4) Such other information as may be requested by [ALDOT] to aid in providing effective business development assistance to the participant.”

The SERVICE PROVIDER shall submit to ALDOT a report for each of these reviews along with any draft business plan modifications deemed appropriate to account for changes in the BDP participant firm’s structure and/or redefined needs. ALDOT will review, comment, and forward to FHWA for the same prior to acceptance of any business plan modifications.

Due Month TBD Milestone – BDP Participant Transitional Stage Recommendation

The SERVICE PROVIDER shall make recommendation to ALDOT of any BDP participant ready to enter the Transitional Stage of their BDP. Such recommendation can be made at any time during the participant’s program term as deemed appropriate. It shall include an updated list with target dates of the long-term goals/activities to be completed during the Transitional Stage. It shall also include specific steps planned to promote profitable business operations in areas other than traditional areas of DBE participation after graduation from the program. ALDOT will review, comment, and accept the BDP participant’s entry into the Transitional Stage.

Due Month TBD Milestone – BDP Participant Graduation Recommendation

The SERVICE PROVIDER shall make recommendation to ALDOT of any BDP participant ready to graduate from the program. Such recommendation can be made at any time during the participant’s program term as deemed appropriate, but it is anticipated that most participants will require approximately two (2) years to complete their BDP. This recommendation shall be made when the SERVICE PROVIDER deems the participant has substantially achieved their targets, objectives, and goals established in their ALDOT accepted business plan. This recommendation shall include a report documenting the BDP participant’s program accomplishments and demonstrate their DBE firm’s improvement in the marketplace

as compared to the time of their entry into the BDP. The marketplace analysis shall cover factors such as profitability, sales, ratio of non-traditional to traditional contracts, net worth, financial ratios, working capital, capitalization, access to credit and capital, ability to obtain bonding, business and managerial skills, technical skills, employee base, equipment, and other increased resources. ALDOT will review, comment, and forward to FHWA for the same prior to approving a BDP participant graduation.

Monthly Reporting Requirements

In addition to Milestones, the SERVICE PROVIDER shall submit to ALDOT a monthly progress report documenting the status of each BDP participant's progress in achieving their targets, goals, and objectives along with all relevant BDP participant activities such as scheduled/completed training, bids and awards on ALDOT and other projects, and networking participation. The SERVICE PROVIDER shall attach supporting documentation such as training certificates, copies of quotes and subcontracts, and event attendance sign-in sheets.

ARTICLE III – ADDITIONAL REQUIREMENTS

All BDP participant's and their employees requiring training shall be pre-approved by ALDOT prior to the individual(s) being registered for a training course or event. Training may be selected from an approved ALDOT BDP training list, requested from other established training courses or events, or may be developed and taught by the SERVICE PROVIDER or a third-party training provider. Training may be in person or virtual, provided there is a mechanism for the SERVICE PROVIDER to verify and ensure attendance, participation, and/or completion of the training. The SERVICE PROVIDER shall submit to ALDOT documentation to evidence completed training as part of the required monthly reporting.

The SERVICE PROVIDER shall submit to ALDOT a request for BDP participant training which shall include:

- A. BDP Participant / DBE Firm Name
- B. DBE Firm's Certified Work Type(s)
- C. List of Proposed Trainees to include Employee Names and Positions within the DBE Firm
- D. Identify Training Relevance to BDP Participant's Business Plan
- E. Dates and/or Duration of Training
- F. Indicate if Overnight Lodging is Required
- G. Training Format (In Person or Virtual)
- H. Training Course Provider
- I. Training Course Name
- J. Training Course Overview and/or Agenda (if requested by ALDOT)

- K. Training Course Materials (slides, handouts, and similar) (if requested by ALDOT)
- L. Registration Cost per Trainee

The SERVICE PROVIDER will achieve the goals cited in the preceding paragraphs by initiating collaborative actions with the Office of Small and Disadvantaged Business Utilization's (OSDBU) Small Business Transportation Resource Center (SBTRC) which has Alabama as its coverage area, selected ALDOT DBE Supportive Service Providers, Contractor Associations (e.g., Alabama Road Builders Association, Alabama DBE Association, Alabama General Contractors Association, Alabama Asphalt Pavement Association, Alabama Bridge Contractors Association), minority and women owned businesses, and academic institutions with prerequisite expertise. Also, Small Business Development Centers (SBDC) located within the State of Alabama and ALDOT DBE Supportive Service Providers will be used to aide in implementing the BDP. The SERVICE PROVIDER shall submit to ALDOT a list of partners they plan to use with the BDP. The SERVICE PROVIDER shall submit to ALDOT an updated list of partners in the event it is modified.

ARTICLE IV - OBLIGATIONS OF ALDOT TO THE SERVICE PROVIDER

ALDOT shall be responsible for:

- A. Reviewing BDP participant continued eligibility including progress towards achieving program goals and objectives.
- B. Monitoring SERVICE PROVIDER activities, milestones, and monthly reporting requirements that are identified within this AGREEMENT. If it is determined that there is a performance deficiency, the matter will be noted and conveyed to the SERVICE PROVIDER. Repeated performance deficiencies shall result in contract termination after a thirty (30) working day notice to the SERVICE PROVIDER.
- C. Reviewing, commenting, and accepting or approving required milestones, reports, and training requests submitted by the SERVICE PROVIDER as outlined in this AGREEMENT.
- D. Establishing and maintaining a list of ALDOT pre-approved BDP training courses and events from which the SERVICE PROVIDER may select and request BDP participant attendance to assist in fulfilling their assessed needs. Reviewing and approving other requested training courses and proposed training courses under development, including course content and materials.
- E. Reviewing and processing the SERVICE PROVIDER invoices for payment, including the authority to request the SERVICE PROVIDER to make corrections and/or submit new invoices when errors are detected.

- F. Providing the SERVICE PROVIDER with the names and telephone numbers of contractors authorized to do business with ALDOT, upon request.
- G. Providing the SERVICE PROVIDER with information pertaining to qualification and bidding procedures, contract limitations, and other laws or policies normally provided to contractor bidding, or desiring to bid, on ALDOT construction projects, upon request.
- H. Ensuring the SERVICE PROVIDER has access to ALDOT letting lists as advertised on our website.
- I. Providing through compliance with internal procedures, that plans, and specifications can be purchased through the Bureau of Office Engineer relating to construction projects.

ARTICLE V - TERM OF THE AGREEMENT

The term of this AGREEMENT is twenty-four (24) months from January 1, 2023 or the effective date, whichever is later.

This AGREEMENT may be modified or amended by an amendment executed by all the Parties.

ALDOT has the absolute right to reject all or parts of a work assignment. In addition, ALDOT may authorize rejected work to be accomplished by another entity.

This AGREEMENT may be terminated by either party upon providing thirty (30) working days written notice of its intent to terminate.

This AGREEMENT shall be terminated if the SERVICE PROVIDER, fails to meet all the requirements of this Agreement.

ARTICLE VI - PAYMENT

For performance by the SERVICE PROVIDER of the services provided for in this AGREEMENT, and as full and complete compensation therefore, including but not limited to all salaries, hourly wages, other personnel costs, any and all sub-consultant costs, BDP participant training costs, office supplies and equipment, travel costs, administrative costs, overhead and profit, and any other direct or indirect costs incurred by the SERVICE PROVIDER in connection with this AGREEMENT, and subject to an in conformity with all provisions of this AGREEMENT, ALDOT will pay the total compensation to the SERVICE PROVIDER for work provided for when performed under this AGREEMENT as follows:

- A. \$ _____ per Each when there is one or more participant vacancies to be filled, for services provided under Article II identified as “Milestone – BDP Participant Vacancy Proposal” upon timely receipt of the completed required deliverable and inclusion on a correct invoice.
- B. \$ _____ per Each BDP participant, for services provided under Article II identified as “Milestone – BDP Participant Needs Assessment” upon timely receipt of the completed required deliverable and inclusion on a correct invoice.
- C. \$ _____ per Each BDP participant, for services provided under Article II identified as “Milestone – BDP Participant Business Plan” upon timely receipt of the completed required deliverable and inclusion on a correct invoice.
- D. \$ _____ per Each BDP participant, for services provided under Article II identified as “Milestone – BDP Participant Annual Review” upon timely receipt of the completed required deliverable and inclusion on a correct invoice.
- E. \$ _____ per Each BDP participant, for services provided under Article II identified as “Milestone – BDP Participant Transitional Stage Recommendation” upon timely receipt of the completed required deliverable and inclusion on a correct invoice.
- F. \$ _____ per Each BDP participant, for services provided under Article II identified as “Milestone – BDP Participant Graduation Recommendation” upon timely receipt of the completed required deliverable and inclusion on a correct invoice.
- G. \$ _____ per Month for up to 24 months, for services provided under Article II identified as “Monthly Reporting Requirements” upon timely receipt of the completed monthly required deliverable and inclusion on a correct invoice.
- H. An amount equal to that which was pre-approved by ALDOT, for reimbursement of BDP participant training costs allotted under Article III, upon timely receipt of the completed required documentation to evidence completed training and inclusion on a correct invoice, an aggregate total not to exceed \$ _____.

The overall BDP budget and the maximum amount payable to the SERVICE PROVIDER for the work performed for under this AGREEMENT shall not exceed \$ _____.

Payments to the SERVICE PROVIDER will be made not more often than monthly. Payment shall be subject to submission by the SERVICE PROVIDER of such vouchers or invoices, monthly reports and milestone deliverables, and evidence of performance that ALDOT may deem necessary. Invoices shall be submitted by the SERVICE PROVIDER to the ALDOT Construction Bureau, DBE Certifications Section in Montgomery, Alabama for review, approval, and payment. The SERVICE PROVIDER shall submit the required monthly reports and milestone deliverables regardless of whether or not an invoice is submitted

and whether or not any work is performed during the month. The SERVICE PROVIDER shall submit a monthly invoice for required deliverables and BDP participant training reimbursements no later than thirty (30) calendar days after submission of that payable. Any payable submitted on an invoice later than this deadline will be reviewed for potential denial based on the late submission. Any invoice submitted more than forty-five (45) working days after the term of this AGREEMENT will be denied for payment.

ARTICLE VII – MISCELLANEOUS PROVISIONS

The SERVICE PROVIDER shall not discriminate against any employee or applicant because of race, religion, color, sex, or national origin. The SERVICE PROVIDER shall take appropriate action so that applicants and employees are treated without regard to their race, religion, color, sex, or national origin. Actions may include but are not limited to: employment, upgrading, demotion, transfer, recruitment, layoff and termination, rates of pay or other forms of compensation, and training. ALDOT or the Secretary of the USDOT shall have full access to and right to examine all SERVICE PROVIDER materials for monitoring SERVICE PROVIDER compliance with the provisions of this section.

The SERVICE PROVIDER shall comply with Section 504 of the Rehabilitation Act of 1973. It states that “no otherwise qualified individual with a disability in the United States shall, solely by reason of his or her disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.”

The SERVICE PROVIDER agrees to abide by the Alabama Ethics Law as amended.

The SERVICE PROVIDER and its employees are not subject to the provisions of, nor entitled to the benefits of the State Merit System Law.

BDP participant employees pre-approved by ALDOT for training that requires overnight lodging shall each be eligible for travel expense reimbursement, via the SERVICE PROVIDER and subsequently via their BDP participant DBE firm representative, at the rate paid to State of Alabama employees which is currently \$_____ per day, typically multiplied by the number of training days attended. This amount shall be considered full reimbursement for any and all travel expenses incurred by each BDP participant training attendee. However, the total amount reimbursable per trainee will be pre-approved and determined by ALDOT for each training request based on the start date/time of training and the end date/time of training, with consideration given to the travel time from the BDP participant DBE firm’s primary business office location and the location of the requested training. No travel expenses shall be eligible for reimbursement for virtual training courses or those courses offered within a one-hour drive. The SERVICE

PROVIDER shall provide documentation evidencing that the full reimbursement was distributed to the BDP participant DBE firm within fourteen (14) calendar days of receipt of payment by ALDOT.

All records and copies of the required deliverables shall be retained and can be requested by ALDOT for up to three (3) years from the end of the term of this AGREEMENT.

Contract or SERVICE PROVIDER employees shall have a current contract with the SERVICE PROVIDER. The SERVICE PROVIDER shall submit to ALDOT a list of those employees associated with the contract, clearly stating their employment status as either contractor or employee, and whether full-time or part-time. All subcontracts and consultant agreements shall be pre-approved by ALDOT.

All databases, list, or other intellectual property created as a result of this AGREEMENT shall be the sole property of ALDOT. Any use other than those intended to fulfill the purposes of this AGREEMENT are strictly prohibited without the express written consent of ALDOT.

Exhibits A, B, C, D, E, F, G, H, I, K, L, M, N, O, P, Q, R and S attached hereto, are made a part of this AGREEMENT and the terms and provisions of such exhibits are binding on the Parties respectively as fully and completely as they would bind the Parties if such terms and provisions were set forth in writing in this AGREEMENT. The term "Consultant" when used in the foregoing Exhibits is deemed to mean the SERVICE PROVIDER as applicable.

The terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11 §213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed if there is a conflict with any provision or amendment, either now in effect or that may during the course of the AGREEMENT be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

This AGREEMENT may be executed in counterparts and/or by facsimile or other electronic exchange of signatures, with each counterpart deemed as the same single AGREEMENT and with signatures exchanged by facsimile or other electronic means deemed equivalent to originals.

By signing this AGREEMENT, the SERVICE PROVIDER affirms, for the duration of the AGREEMENT, that it shall not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, if the SERVICE PROVIDER is found to be in violation of this provision it shall be deemed in breach of the AGREEMENT and shall be responsible for all damages resulting there from.

In the event of any dispute between the Parties, senior official of both Parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a Party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama.

For any and all other disputes arising under the terms of this AGREEMENT which are not resolved by negotiation, the Parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama utilizing, where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.

DRAFT