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Request for Proposal Standard Terms and Conditions

1. Authority

Division 4 of the Department of Finance Administrative Code (Chapters 355-4-1 through 355-4-6), effective October 1, 2022, is incorporated by reference and made a part of this document. To view the relevant provisions of the Administrative Code, visit our website <https://purchasing.alabama.gov/>

2. Prohibited Contacts; Inquiries regarding this RFP

From the Release Date of this Request for Proposal (hereafter referred to as RFP) until a contract is awarded, parties that intend to submit, or have submitted, a Proposal are prohibited from communicating with any members of the Soliciting Party's Team for this transaction who may be identified herein or after the Release Date, or other employees or representatives of the Soliciting Party regarding this RFP or the underlying transaction except the designated contact(s).

3. Nonresponsive Proposals

Any Proposal that does not satisfy requirements of the RFP may be deemed non-responsive and may be disregarded without evaluation. Supplemental information, including information necessary to clarify a proposal, may be required from any Proposer.

4. Changes to RFP; Changes to Schedule

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

5. Expenses of Proposal

A Proposer will not be reimbursed for any expenses incurred in preparation of a proposal.

6. Rejection of Proposals

The State reserves the right to reject any and all proposals and cancel this Request if, in its sole discretion, it deems such action to be in its best interest.

7. The Final Terms of the Engagement

Issuance of this RFP in no way constitutes a commitment by the State to award a contract. The final terms of engagement for the service provider will be set out in a contract which will be effective upon its

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acceptance by the State as evidenced by the signature thereon of its authorized representative. Provisions of this RFP and the accepted Proposal may be incorporated into the terms of the engagement should the State so dictate. Notice is hereby given that there are certain terms standard to commercial contracts in private sector use which the State is prevented by law or policy from accepting, including indemnification and holding harmless a party to a contract or third parties, consent to choice of law and venue other than the State of Alabama, methods of dispute resolution other than negotiation and mediation, waivers of subrogation and other rights against third parties, agreement to pay attorney's fees and expenses of litigation, and some provisions limiting damages payable by a vendor, including those limiting damages to the cost of goods or services.

8. Choice of Law; Venue

This Contract will be governed by laws of the State of Alabama and the sole venue for litigation and alternative dispute resolution activities will be the City of Montgomery in the State of Alabama. No other court shall have jurisdiction.

9. Not to Constitute a Debt of the State

The terms and commitments contained in the solicitation, or any contract resulting from this solicitation, shall not constitute a debt of the State of Alabama, the incurring of which is prohibited by Section 213 of the Official Recompilation of the Constitution of Alabama, 1901, as amended.

10. Proration

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the supplier shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

11. Non-appropriation of funds

Section 41-4-144(c) of the Code of Alabama 1975 states: "(c) When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled, and the supplier shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract. The cost of cancellation may be paid from any appropriations available for that purpose."

12. Open Trade/No Boycott

For the term of this contract, supplier represents that it is not currently engaged in, and agrees not to engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this State can enjoy open trade.

13. Dispute Resolution

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In the event of any dispute between the parties arising from this solicitation and any agreement relating to purchases or leases resulting therefrom, senior officials 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, supplier'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 contract 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 Association.

14. Cancellation

A contract for supplies may be canceled by the Chief Procurement Officer, for justifiable cause, by giving the supplier thirty (30) days written notice. A supplier may request cancellation and the Chief Procurement Officer may grant the request, in his or her sole discretion, if performance is prevented by an act of God, act of War, order of legal authority, or other unavoidable circumstances not attributable to the fault or negligence of the supplier. Contracts for services may be cancelled for justifiable cause by the Chief Procurement Officer by giving the vendor at least 72 hours' written notice. The burden of proof for such relief rests with the supplier. All correspondence pertaining to cancellation of a contract must be addressed to the Chief Procurement Officer with a copy to the using agency.

15. Sales Tax Exemption

Pursuant to Section 40-23-4 (a)(11) of the Code of Alabama 1975, the State of Alabama is exempt from paying sales tax. An exemption letter will be furnished upon request.

16. No Indemnification

Supplier acknowledges and agrees that, under the terms of this solicitation and agreements relating to purchases or leases resulting therefrom, the State is prohibited from indemnifying the supplier. The State does not agree to and will not indemnify the supplier for any reason. The State of Alabama does not release or waive, expressly or implied, the State of Alabama's right to assert sovereign immunity or any other affirmative defense right it may have under law. The State of Alabama shall control the defense and settlement of any legal proceeding on behalf of the State, including the selection of attorneys.

17. Foreign Corporation – Alabama Secretary of State Registration

Section 10A-1-7.01 to -7.14 of the Code of Alabama 1975 require a foreign entity (an out-of-state company/firm) to register with the Alabama Secretary of State's Office before transacting business in the State.

18. Beason-Hammon Alabama Taxpayer and Citizen Protection Act

A contract resulting from this RFP will include provisions for compliance with certain requirements of the Beason-Hammon Alabama taxpayer and Citizen Protection Act, Sections 31-13-1 through 35, Code of Alabama 1975 as follows:

E- VERIFY ENROLLMENT DOCUMENTATION AND PARTICIPATION. As required by Section 31-13-9(b), Code of Alabama 1975 Contractor that is a "business entity" or "employer" as defined in

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Section 31-13-3, will enroll in the E-Verify Program administered by the United States Department of Homeland Security, will provide a copy of its Memorandum of Agreement with the United States Department of Homeland Security that program and will use that program for the duration of this contract.

As required by Section 31-13-9(k) of the Code of Alabama 1975, the supplier agrees to the following: “By signing this contract, the contracting parties affirm, for the duration of any agreement that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.”

To enroll in the E-Verify program visit <https://www.e-verify.gov/>

19. Conflict of Law

If any provision of this solicitation and any subsequent award shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this agreement, be enacted, then that conflicting provision shall be deemed null and void.

20. Disclosure Statement

A Proposal must include one original Disclosure Statement as required by Code Section 41-16-82, et seq., of the Code of Alabama 1975. The Disclosure Statement, and information, may be downloaded from the State of Alabama Attorney General’s web site at <https://www.alabamaag.gov/Forms>

21. Certification Pursuant to Act No. 2006-557

Section 41-4-142 of the Code of Alabama 1975 (Act No. 2006-557) provides that every bid submitted and contract executed shall contain a certification that the supplier, supplier, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama State and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid or proposal, the supplier is hereby certifying that they are in full compliance with Section 41-4-142, they are not barred from bidding or entering into a contract as a result and acknowledges that the awarding authority may declare the contract void if the certification is false.

22. Supplier Qualifications

After bid opening, the State reserves the right to request written proof of qualifications including, but not limited to, manufacturer’s reseller authorization, professional licenses, certificates of insurance, etc.

23. Pricing

The State of Alabama reserves the right to conduct analysis based on cost realism and/or price reasonableness for any or all bids as determined necessary in the sole discretion of the Chief Procurement Officer. Such analysis may include requests pursuant to Section 41-4-141 of the Code of Alabama 1975.

24. Product Delivery, Receiving and Acceptance:

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In accordance with the Uniform Commerce Code (Title 7 of the Code of Alabama 1975), after delivery, the State of Alabama shall have the right to inspect all products before accepting. The State will inspect products in a reasonable timeframe. Signature on a delivery document does not constitute acceptance by the State. The State will accept products only after satisfactory inspection.

25. Invoices

Inquiries concerning invoice payments are to be directed to the receiving agency.

26. Late Payments

Penalty for agencies paying invoices late may not exceed the rate charged by State of Alabama Comptroller's Office per Section 41-16-3 of the Code of Alabama 1975 and as established by the Secretary of the Treasury under the authority of 26 U.S.C. §6621.

27. Electronic Payments

Vendors must accept multiple forms of electronic payment at no additional cost to the State. Payment forms include but are not limited to state issued credit cards, P-cards, EFT or other forms of electronic payment.

28. Supplier Registration

Suppliers may receive bid notices by registering for commodities at the Alabama Buys supplier portal, <https://alabamabuys.gov>

29. Internet Website Links

Internet and/or website links will not be accepted in bid responses as a means to supply any requirements stated in this solicitation.

30. Solicitation Responses and Results

The complete bid file will be made available for review as provided by (or as outlined) in Section 41-4-115 of the Code of Alabama 1975 and Rule 355-4-1-.04 of the Department of Finance Administrative Code.

31. Exception to Terms and Conditions

Suppliers may place any qualifications, exceptions, conditions, reservations, limitations, or substitutions in their bid or proposal concerning the contract terms and conditions. However, the State is not obligated to accept any changes to the published terms and conditions of the solicitation.

32. Intent to Award

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The State of Alabama Office of the Chief Procurement Officer will issue an 'Intent to Award' before a final award is made. The 'Intent to Award' will continue for a period of fourteen (14) calendar days, after which the award will be final provided there are no protests. A detailed explanation of this process may be reviewed in the Alabama Administrative Code – Chapter 355-4-6-.01. All protest communications filed via email must be sent to: protests@purchasing.alabama.gov

33. Confidentiality

Procurement information is a public record to the extent provided by state law and shall be available to the public. Section 41-4-115 of the Code of Alabama 1975 defines what is exempt from disclosure. Additional rules are included in Rules 355-4-1-.03(4) and 355-4-1-.04 of the Alabama Department of Finance Administrative Code.

34. Click Wrap

The State of Alabama acknowledges that additional terms between the supplier and the State or third-party terms may apply but does not agree to be bound by them unless provided for review and separately agreed to in writing by an authorized official of the State of Alabama. If the purchase or use of the supplies or services provided utilizes a computer interface, no State of Alabama end user shall be deemed to have agreed to any clause by virtue of it appearing in an "I agree" click box or other comparable mechanism ("click-wrap" or "browse-wrap"); rather the terms and conditions, such as End User License Agreements, may only be accepted by inclusion in an agreement and signature by an authorized official of the State of Alabama. If the terms and conditions or any other third-party terms and conditions are invoked through click wrap, execution by any unauthorized individual shall not bind the end user or the State of Alabama to such clause. Any clause which requires the State of Alabama to indemnify another party or clause which assigns jurisdiction to any state other than Alabama which is contained in such click-wrap is deemed to be stricken from the terms and conditions unless expressly agreed in writing and under the signature of an authorized individual.

35. Assignment

Any contract which results from this solicitation shall not be assignable by supplier without written consent of the State of Alabama. Any assignment or other transfer in violation of this provision will be null and void.

36. Debarment and Suspension

Supplier certifies 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 governmental department or agency. If supplier cannot certify this statement, supplier must attach a written explanation for review by the Chief Procurement Officer.

37. Merit System Exclusion

It is understood and agreed that supplier is an independent supplier and as such all services rendered by supplier and its agents and employees thereof shall be as an independent supplier and not as an employee, Merit or otherwise, of the State of Alabama, and supplier or its agents and employees thereof shall not be entitled to or receive Merit System benefits.

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38. Severability

In the event any provision of this solicitation or resulting contract shall not be enforceable, the remaining provisions shall continue in full force and effect.

39. Volume of Business

Except as otherwise stated in this solicitation, the State of Alabama cannot and does not guarantee any volume of business.

40. Waiver

The failure of the State of Alabama to require performance of any provisions of this solicitation or resulting contract shall not affect the State's right to require performance at any time thereafter, nor shall a waiver of any breach or default constitute a waiver of any subsequent breach or default nor constitute a waiver of the provision itself.

41. Legislative Contract Review Committee

Personal and professional services contracts with the State may be subject to review by the Contract Review Permanent Legislative Oversight Committee in accordance with Section 29-2-40, et seq. of the Code of Alabama 1975. The vendor is required to be knowledgeable of the provisions of that statute and the rules of the committee. These rules can be found at <https://alison.legislature.state.al.us/contract-review>. If a contract resulting from this RFP is to be submitted for review the service provider must provide the forms and documentation required for that process.

42. Compliance with Ala. Act No. 2023-409.

In compliance with Ala. Act No. 2023-409, by signing this contract, Supplier provides written verification that Supplier, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act. Under Section 2 of the Act, the written verification may be waived if the contracting governmental entity determines based on cost and quality factors that such a waiver is clearly in the best interest of the public.

By submitting a response, I hereby affirm the following:

I acknowledge receipt of the solicitation and all amendments (new rounds). I have read the solicitation and agree to furnish each item or service offered at the price quoted. I will comply with all terms and conditions contained within this solicitation. I have not been in any agreement of collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding. I further certify that I am not barred from bidding or entering into a contract and acknowledge that the State may declare the contract void if this certification is false.

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REQUEST FOR PROPOSAL

RFP-24000000002

Issued: 10/7/2024

“Seeking proposals from qualified professionals/professional organizations for recovery housing services in close proximity to existing and future Day Reporting Center sites.”

PROPOSALS SHALL BE SENT TO rfp@paroles.alabama.gov

PROPOSALS MUST BE RECEIVED BY 10/28/2024 AT 4:00 P.M. CST

**PLEASE SUBMIT ALL RFP QUESTIONS TO rfp@paroles.alabama.gov
All questions must be submitted by 10am October 21, 2024**

PROGRAM DESCRIPTION AND SPECIFICATIONS

THIS RFP CONTAINS INFORMATION UNDER THE FOLLOWING HEADINGS:

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- B. Background**
- C. Description of Required Services.**
- D. Information Required from Proposers (Vendors).**

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- J. Point of Contact**
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Section 1 RFP Description and Specifications

A. Purpose of RFP

The Alabama Bureau of Pardons and Paroles (hereinafter “the Bureau” or “ABPP”) is seeking proposals from qualified professionals/professional organizations for recovery housing services in close proximity to existing and future Day Reporting Center (DRC) sites.

The purpose of this Request for Proposal (“RFP”) is to solicit proposals from various candidate “Vendors” so that ABPP may award a contract to a substantially compliant partner (or multiple vendor partners) to accomplish the mission provided herein.

B. Background

The Bureau recognizes that there is a strong correlation between an offender’s success while under supervision and the reentry services that are provided to an offender immediately after the offender is released from incarceration or sentenced to probation. With this premise in mind, the broad goal of this project is to significantly reduce recidivism by providing services to probationers, parolees, and mandatory releases with higher-than normal identified needs who are assessed as a moderate to very high risk with no acceptable home plan and are under supervision by the Bureau.

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This project exemplifies the approach Alabama’s policymakers have clearly articulated for the Bureau to reduce recidivism in this state. The Bureau will conduct a fair and extensive evaluation of all proposals received, based on the criteria provided herein, and intends to select the candidate who best satisfies its needs and requirements.

C. Description of Required Services

Vendor(s) will explain how it will meet each of the requirements below. Unless otherwise specified, please provide a narrative response to each item, addressing each facility requirement:

1. Residential Component:

The residential aspect of this program will be recovery-oriented housing with services for different levels of support. Program participants will sign-in and out. They may leave to report for treatment or programming, to work, or as otherwise needed and permitted. They will be responsible for complying with facility rules and regulations, including curfew restrictions.

The successful vendor(s) will operate a relatively modern and adequately staffed facility with Bureau-approved living quarters for up to 40 male parolees/mandatory releases. One contract may be awarded to a separate facility for the housing of up to 25 male/female probationer/parolees/mandatory releases meeting the same criteria of supervision by the Bureau. One vendor may be awarded both a male and the female contract if the facilities are separate and not adjoined in any way.

The successful vendor will adhere to standards set by the National Alliance for Recovery Residences (NARR).

Vendor(s) should provide day room space along with a kitchen and dining area for residents in the facility. Clean restrooms with an adequate number of showers, sinks, and toilets for the entire resident population must also be provided. The facility should have adequate sleeping quarters, with the allowance that rooms may have more than one occupant. Vendor proposals should include a floorplan for current facilities or proposed floor plans for future facilities. Vendor proposals should also include proposed living assignments for residents.

Residential facilities must meet all applicable basic health, maintenance, and safety laws, rules, regulations, and requirements. They must be kept clean, orderly, and equipped appropriately. They must also be Americans with Disabilities Act (ADA) compliant, with common areas that are freely accessible to all residents. The facility should have, at minimum, an inspection certificate from the local fire Marshall and Health Department. Dwelling occupancy may not exceed legal capacity as defined by the applicable local fire and safety codes. All facilities will have adequate liability insurance coverage and should be prepared to provide documentation.

Preference will be given to facilities that are located within a reasonable driving distance of an established DRC or DRC Lite and allow maximum access to a variety of work force opportunities. Consideration will be given to facilities near the Birmingham DRC located at 2020 12th Avenue North, Birmingham, Alabama 35234; the Mobile DRC located at 3410 Demetropolis Road, Mobile, Alabama, 36693; the Montgomery DRC located at 231 Clayton Street, Montgomery, Alabama 36104; 2801 Huntsville DRC located at 2801 West Corp Blvd Huntsville AL 35805; Tuscaloosa DRC located at 220 14th Street Unit 150 Tuscaloosa AL 35401; and the planned DRC location in Etowah County and/or Calhoun County.

Procedures to sign in and out of the facility, as well as work rules and protocol, will be established by any awarded Vendor and will be reflected in a Participant Handbook.

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Meals, including the daily provision of breakfast, lunch, and dinner, will be provided without charge to individuals the Bureau and facility determine to be indigent. All other residents will be responsible for providing their own meals and will have access to the facility's fully equipped kitchen. Transportation to local stores will be provided for residents to buy their food items.

The Bureau will supply payments for those residents enrolled in Phase I of the DRC program, which lasts a minimum of forty-five (45) days and a maximum of six (6) months. After completion of Phase I and upon entering Phase II (which lasts 6-8 months), residents are required to obtain employment or SSI benefits as a means of support and will be responsible for making their own rent payments to the facility. Wages earned by a working resident will be paid to the resident directly by their employer. In turn, the resident will be responsible for paying the money owed, which will be collected by vendor and applied as a line-item "offset" when billing ABPP for each monthly contract payment under any awarded contract.

Vendor will be required to facilitate this collection process as a trustee by providing access for residents to make such payments. The vendor will also provide oversight to program participants regarding their compliance (or non-compliance) with this requirement. The vendor will also provide assistance to residents as needed. For example, the vendor might help someone who may need assistance calculating percentages owed from a paycheck. All program costs shall be paid in the following manner by residents: payment by cash, money order, or credit card to vendor with a copy of the participant's pay stub to show the appropriate amount has been paid. Vendor will keep detailed collections/billing records as a trustee. Copies of records for payment transactions and payment stubs collected from program participants must accompany all itemized invoices. These will specify individual offsets to ABPP for payment under any awarded contract. The awarded contract will include specific details of requirements regarding payments, collections, and billing processes.

A site visit by ABPP staff will be required for vendors with a previously established halfway house facility.

2. Additional Services

Vendor(s) must provide daily transportation to and from the local DRC facility, to and from work for employed residents, and to and from medical appointments for those residents who do not have alternate means of transportation. A monthly transportation stipend will be supplied to the vendor(s) by the ABPP for each resident during their complete enrollment in the DRC program. All proposals submitted must include the mode of transportation to be used by vendor.

Vendor(s) shall provide a plan for promptly handling residents with medical emergencies, as well as an approach to coordinating access to medical treatment for residents who require it.

Vendor(s) must provide access and transportation, if necessary, to support groups for residents involved in aftercare for substance abuse treatment. Vendor may elect to host support groups on site.

Preference may be given to vendor(s) who provide accommodation for residents with mental health needs, such as providing access to mental health counselors on or off site. The same standards to be contractually established for resident responsibility to pay for their own medical care will apply to any psychiatric treatment provided onsite through vendor or to which a resident is referred by vendor.

Vendor(s) shall provide a plan for promptly handling residents who may be identified as posing a potential threat of harm to themselves or others. This shall include immediate notifications to the Bureau. It may also include referrals to inpatient treatment as deemed appropriate. Vendor must possess adequate resources to implement the same. Preference may be given to vendors

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with established protocols for effecting such referrals and/or formal arrangements with existing local or regional inpatient treatment providers/facilities. The cost for any inpatient treatment will not be covered under the scope of any contract awarded through this RFP.

3. Employment Referrals

The Bureau acknowledges the importance of equipping participants with the skills they need to enter the local workforce and sustain meaningful employment as they prepare to reenter Alabama's communities under less stringent supervision conditions. Accordingly, Phase II of the DRC program requires job placement. Therefore, preferred vendor(s) will have established linkages to local employers with whom facility residents may seek employment during their residency. Vendor should identify such existing employer partnerships and include any prospective employers in its proposal, along with letters of support or more formal documentation, such as memoranda of understanding, from said employers stating their willingness to support this program.

4. Residence and Job Placement Following DRC Program Completion

Preference will be given to vendors with established linkages to employers who can provide job placement after program completion as well as proven capabilities to secure housing for program completers. Vendor should provide data-based evidence in its proposal to demonstrate a successful track record of job and home placement for offenders during the reentry/transition from prison process.

5. Facility Staffing

The facility should be adequately staffed, including a minimum of one security employee at all times (24 hours a day, 7 days a week, and 365 days a year). Facility residents must also have twenty-four (24) hour access to Bureau of Pardons and Paroles officers. However, the Bureau's officers will not provide any type of supervisory or management function for Vendor's staff.

Only qualified personnel will serve in positions onsite. Vendor will be responsible for recruiting qualified personnel to ensure the availability and maintenance of adequate staffing levels. Vendor will ensure staffing levels meet the requirements of the facility population. Also, the Department of Mental Health mandates certain requirements for certain positions, which must be met by vendor.

As part of the proposal, the vendor must provide an up-to-date resume of each individual, including any subcontractors, who will perform services under any executed contract.

Vendor must also submit evidence of appropriate and applicable licensure or certifications of any individual, including any approved subcontractors, who will perform services under any executed contract.

6. Program/Facility Rules

All rules and regulations to which residents will be required to adhere will be presented in the form of a "Participant Handbook." Participants will sign a receipt acknowledging that they have received the handbook. This handbook may be developed by vendor(s), with approval of the Bureau. If vendor is already using or has developed such a handbook, it will submit a copy of the same along with its proposal for review by the Bureau. By submitting a copy of any handbook, Vendor specifically acknowledges that it may be modified to reflect ABPP program specifics as negotiated and reflected in any awarded contract.

7. Certifications

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The vendor must be certified through the Department of Mental Health if it elects to provide onsite aftercare substance abuse treatment services. Vendor's program must meet the Alabama Department of Mental Health's minimum requirements for the number of group hours and individual sessions provided for each individual participating in an intensive outpatient treatment program or substance abuse program.

Vendor's personnel serving onsite must be certified to perform the services of relevant positions, including any specialized certifications required for performing assessments and handling specialized groups of residents, i.e., those with mental illness as required by the Alabama Department of Mental Health, Alabama law, and any other applicable federal, state, and local, laws, rules, and regulations. Vendor shall submit evidence of all required certifications with its proposal.

8. Data Collection

Vendor must be capable of collecting and providing data to measure program performance. The vendor will be required to coordinate with ABPP to determine what specific data metrics will be needed and collected. The vendor will also be required to coordinate with ABPP to establish and comply with the process for transferring data to ABPP. Vendor will also be responsible for supplying the Department of Mental Health with certain statistical data as required to meet and maintain certification responsibilities.

9. Confidentiality

- (a) Data received from the Bureau shall be treated as private and confidential information. The vendor will be bound by privileges governing the Bureau's files and records as if it were the Bureau itself. *See Ala. Code §§ 15-22-36(b), 38, 53; Ex parte Alabama Bureau of Pardons and Paroles*, 814 So. 2d 870, 873 (Ala. 2001); Ala. Op. Atty. Gen. No. 2002-143 15-22-38. The vendor will have a duty to protect all privileged information shared by ABPP.
- (b) Data obtained or collected by the vendor under the scope of ABPP's DRC program shall not be reproduced for or furnished to outside sources in any manner without prior permission of the Bureau and the third party must execute a separate agreement with the Bureau. Data collected and analyzed shall only be used for program evaluation purposes that meet the objectives of the Bureau and the DRC program. All data collected and provided shall be maintained securely. All data contained on disk, hard copy, etc. shall be maintained in a secure, locked environment.
- (c) The transfer of data shall be by secure means. Data containing identifying information shall not be transmitted via e-mail without being encrypted and password protected. Secure transmission includes the mailing of data disks using companies such as Federal Express, which track shipments and require proof of delivery. All data provided to the Bureau in a hardcopy format such as a disk or portable flash-drive will be destroyed once the data are transferred to an encrypted computer. All data pertaining to the Bureau's DRC project shall be password protected with access limited to individuals who have completed and signed an "Acknowledgement of Responsibility to Uphold Statutory Privileges Governing Alabama Bureau of Pardons and Paroles' Files and Records" form.

10. Vendor must provide along with the proposal an up-to-date resume of any individual, including any subcontractors, who will perform services under any executed contract.
11. Vendor must also submit evidence of appropriate licensure or certifications of any individual, including any subcontractors, who will perform services under any executed contract.

D. Information Required from Proposers (Vendors):

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1. Provide a summary of services to be provided by vendor that meet the above-stated requirements. Highlight any of Vendor's strengths and identify any known weakness or inability to provide part or all of the services requested (whether mandatory or preferred).
2. Describe Vendor's experience with providing the required services.
3. Vendor must be certified through the Department of Mental Health to provide substance abuse treatment services. Vendor shall submit evidence of such certification with its proposal.
4. Provide a minimum of three (3) professional references, including the reference's name and phone number. References should be capable of speaking to similar contracts or services rendered by Vendor.
5. Discuss vendor's plans, goals, philosophies, and objectives.
6. Explain how the vendor measures treatment outcomes for services rendered. Provide specific methods and processes and explain specifically how such methods and processes are evidence-based.
7. Provide a detailed description of services and methods proposed by Vendor.
8. Describe Vendor's assessment process, including any instruments and procedures to be used. Describe how data collected will be integrated into the delivery and measurement of services.
9. Describe Vendor's treatment plan and planning process. The description will include methods employed for engaging participants and the involvement or requirements of individual participants, participants' families, the justice system, community, etc. Treatment plans must reflect the above requirements and address the needs of the target population. Treatment provided must be grounded in theory based upon verifiable research and/or data.
10. Describe how specific planned internal and/or external collaborative relationships will enhance services provided. List all agencies, organizations, community, and/or other resources with which you have formal collaborative agreements, the specific needs of DRC participants these resources will address, and how the services will be accessed. Vendor must include a copy of any collaborative agreements. If formal agreements are not in place, please include letters of intent, along with a detailed description of the arrangement. A formal agreement may be required by the Bureau depending on the type of arrangement and service at issue.
11. Describe procedures Vendor will use to ensure participants are discharged with a strong support system. This description will include the services that will be employed to provide a continuation of mental health and/or substance abuse treatment and care.
12. Discuss any limits to participation by participants as well as any discharge criteria.
13. Discuss mechanisms used by Vendor to monitor fiscal responsibility. Discuss mechanisms used to monitor clinical, physical, and quality control. These descriptions will include how vendor will incorporate input and feedback from DRC participants, DRC ABPP staff, and other stakeholders into the planning, design, improvement, and implementation of services. At a minimum, the vendor must evaluate the following key program indicators: satisfaction of participants, satisfaction of DRC staff, satisfaction of community linkage agencies, budget compliance, number of participants who successfully complete the program, re-arrests, re-incarcerations, maintenance of sobriety, stable mental and emotional functioning, and family reunification.
14. Identify all personnel that will contribute, in any way, to services provided by Vendor, including whether positions are full-time or part-time and/or contract or subcontract arrangements. Provide job descriptions for all of these positions. Describe Vendor's plan to maintain adequate personnel

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as well as Vendor's initial and ongoing staff training and development process. Vendor must provide an organizational chart showing how personnel that will provide services under any executed contract are organized within the vendor's organization. Vendor must identify credentials and qualifications of all personnel included in the staffing plan and provide evidence of required licensure or certification and applicable training.

15. Provide the earliest "start date" by which Vendor can begin to provide services under any executed contract (irrespective of requisite state government approvals for execution of the contract). Identify potential barriers or anticipated delays.
16. Budget
 - (a) Vendor must include with its proposal a proposed detailed and itemized annual budget. This will include the maximum anticipated program start-up and personnel costs. Vendor must specify anticipated time requirements for services and provide all applicable daily rates and any breakdown of costs (direct and indirect) based on the services that will be required. Vendor will identify applicable individual per day contract rates for services. These will include all direct and indirect costs. If multiple individuals will provide services under an executed contract, this information must be provided for each such individual. Vendor shall submit a separate firm and fixed "total" price to cover performance of all services described in the RFP. All costs included in the budget must additionally be broken down and itemized with an explanation for each item. All costs must be all-inclusive of any outsourced or subcontracted work. Vendor shall propose a price that reflects any business risk it perceives due to the way the proposal specifications are stated.
 - (b) Vendor shall not anticipate nor rely on clarifications, discussions, redefinition, or further negotiations with the Bureau after the contract award to adjust the price contained in its proposal for the work required by the RFP. Any efforts to limit, qualify, caveat, restrict, or place conditions upon the price being proposed shall be considered non-compliant and shall result in the proposal being rejected as non-responsive.
17. Liability Insurance. Liability insurance will be the responsibility of the contract provider. Vendor must provide evidence of at least two (2) million dollars of insurance coverage with its proposal and maintain the insurance coverage for the entire duration of any executed contract.
18. Vendors are required to annotate in their proposal how any existing state contract could meet that portion of the terms of the RFP.

Section 2 TERMS AND CONDITIONS

A. Alabama Buys Registration

To be eligible for the award of a contract, a vendor must be registered and subscribed to Alabama Buys: www.alabamabuys.gov.

B. Submission of Proposals

1. All proposals are due no later than 4:00 p.m. CST, October 28, 2024. Proposals must be received by this date and time to be considered by the Bureau. It is the sole responsibility of the proposer to ensure actual delivery of the proposal prior to the deadline. Submissions must be received by sending them to the listed email address. Submissions that are late or are otherwise not compliant with this Request for Proposal ("RFP") may be eliminated from consideration.
2. An authorized representative of vendor must sign the original proposal with any changes made in all required places.

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3. Vendor's proposal must include the complete name, address, mailing address, e-mail address and direct telephone number of the person ABPP should contact regarding the proposal.
4. A vendor's proposal must include the following forms which are available for download at: <https://paroles.alabama.gov/resources/requests-for-proposals/>.
 - (a) RFP Coversheet;
 - (b) Authorization to Submit Proposal;
 - (c) Vendor Disclosure Statement ("Proposal Box" must be checked on this form.) (Please note: a separate Vendor Disclosure Statement (with the "Contract Box" checked must be completed by the successful vendor to accompany any executed contract.) A copy of the successful vendor's completed disclosure statement shall be filed with ABPP and the Alabama Department of Examiners of Public Accounts and submitted to the Contract Review Permanent Legislative Oversight Committee. Any disclosure statement filed pursuant to Alabama Code Section 41-16-85 will be public record.);
 - (d) Corporate Acknowledgement. (Must be included with proposal if applicable. If not applicable, vendor must include an explanation of inapplicability with the proposal.);
 - (e) Certificate of Compliance with Act 2016-312;
 - (f) Immigration Status Form (By submitting a proposal, vendor specifically warrants that vendor does not and will not knowingly employ, hire, or continue to employ an unauthorized alien within the State of Alabama.);
 - (g) Certificate of Compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act;
 - (h) E-Verify MOU. Must provide a copy of vendor's full E-Verify MOU (vendors may enroll in E-Verify at <https://www.e-verify.gov/employers/enrolling-in-e-verify>);
 - (i) Valid W-9 form; and
 - (j) Certificate of Authority (issued by the Alabama Secretary of State);
5. The vendor must clearly state if it intends to outsource or subcontract any work to meet the requirements of the RFP. The vendor must include details including the name and description of the subcontractor. Any subcontractor must meet the same requirements and complete the same forms as the vendor.
6. Proposals shall be sent to the following email address: rfp@paroles.alabama.gov.

C. Cost of Proposals

The costs for developing and delivering responses to this RFP and any subsequent presentations of the proposal as may be requested by ABPP are entirely the responsibility of the submitter. ABPP is not responsible for any expense incurred by the submitter in the preparation and presentation of a proposal, or any other costs incurred by the submitter in the preparation and presentation of a proposal or any other costs incurred by a submitter prior to execution of a contract.

D. Discussions and Best and Final Offers

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Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award, but proposals may be accepted without such discussions.

For the purpose of discussions, proposals will be initially classified as:

1. Acceptable;
 2. Potentially acceptable, that is, reasonably susceptible of being made acceptable; or
 3. Unacceptable. Offerors whose proposals are unacceptable will be notified promptly.
- Discussions will be had with businesses who submitted acceptable or potentially acceptable proposals. They will not be conducted with businesses who submitted unacceptable proposals. Discussions will be held to:

1. Promote understanding of the Bureau's requirement and the offeror's proposals; and
 2. Facilitate arriving at a contract that will be most advantageous to the State taking into consideration price and the other evaluation factors set forth in the Request for Proposals.
- Offerors that take part in discussions will be accorded fair and equal treatment with respect to an opportunity for discussions and revisions of proposals. Auction techniques (revealing one offeror's price to another) and disclosure of any information derived from competing proposals is prohibited during discussions. Any substantial oral clarification of a proposal shall be reduced to writing by the offeror.

Price should be submitted at the same time proposals and best and final offers are submitted.

Proposals may be modified or withdrawn before the time and date announced for receipt of proposals. After discussions have begun, proposals may be modified or withdrawn before the time and date announced for receipt of best and final offers.

Best and final offers must be submitted in the same way and in the same form as the initial proposals.

The Proposal Evaluation Committee will consider best and final offers for seven (7) days.

Best and final offers shall be submitted only once. However, the Chief Procurement Officer or the Director of the Bureau may make a written determination that it is in the State's best interest to conduct additional discussions or change the State's requirements and require another submission of best and final offers. Otherwise, no discussion of or changes in the best and final offers shall be allowed prior to award. If offerors do not submit a notice of withdrawal or another best and final offer, their immediate previous offer will be construed as their best and final offer.

ABPP reserves the right to utilize a cooperative contract following the receipt of best and final offers if it is determined to be in the best interest of the State.

E. Amendments to RFP

1. Amendments to this RFP, if issued, will be posted on STAARS. Amendments *may* be on the Bureau's website, <http://www.pardons.alabama.gov/>. Any information posted on the ABPP website concerning the requirements of the RFP are not binding.
2. The amendment(s) will incorporate the clarification or change and provide a new date and time for new or amended proposals, if applicable. It is the responsibility of all interested vendors to monitor STAARS for announcements regarding this RFP.

F. Clarifications and Suspected Errors in RFP

1. If a vendor suspects an error, omission, or discrepancy in this solicitation, vendor must immediately notify the Bureau's designee by e-mail (rfp@pardons.alabama.gov). ABPP will issue written instructions, if appropriate, and make any necessary changes available to all interested parties by posting the same on the Bureau's website, <http://www.pardons.alabama.gov/>.

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www.pardons.alabama.gov/. An amendment will also be made in VSS. It is the responsibility of all interested vendors to monitor this webpage for announcements regarding this RFP.

2. If a vendor considers any part of the RFP unclear, that vendor is expected to make a written request for clarification, prior to the submission of the proposal. The Bureau will respond in writing if a response is deemed appropriate. The Bureau's response will state the request for clarification followed by a statement of clarification. A copy of the response will be provided to all eligible vendors by posting the same on the Bureau's website, <http://www.pardons.alabama.gov/>. Additionally, all questions and answers will be posted as an amendment to the RFP in STAARS. It is the responsibility of all interested vendors to monitor STAARS for announcements regarding this RFP. The deadline for submitting such questions is 4:30 p.m. CST on October 21, 2024. ABPP's response to questions will be provided no later than seven (7) business days from this submission deadline.

G. Request to Modify or Withdraw Proposal

1. Vendor may make a written request to modify or withdraw the proposal at any time prior to opening. No oral modifications will be allowed. Such requests must be addressed and labeled in the same manner as the original proposal and plainly marked.
2. Only written requests received by the Bureau prior to the scheduled opening time will be accepted. The Bureau will supplement original proposals received with accepted, written modification requests.

H. Responsibility to Read and Understand RFP

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

I. Point of Contact

1. ABPP will consider the person who signs vendor's proposal to be the contact person for all matters pertaining to the proposal unless vendor expressly designates another person in writing.
2. By signing the proposal, vendor agrees to be bound by all requirements, terms and conditions of the RFP. Any exceptions to the specified terms and conditions must be clearly set forth within vendor's proposal. Vendor may be deemed non-responsive if its proposal contains exceptions to the terms and specifications of the RFP.

J. Certifications of Vendor

1. By submitting a proposal, vendor warrants acceptance and agreement with all requirements, terms and conditions presented in this RFP and further certifies that vendor is legally authorized to conduct business within the State of Alabama and to comply with providing the services described.
2. Vendor warrants by submitting a proposal that all statements contained in the proposal are true and correct.
3. By submitting a proposal, vendor warrants that neither vendor nor any of vendor's trustees, officers, directors, employees, agents, servants, volunteers, subcontractors, etc. is a current employee of the Bureau of Pardons and Paroles and that no such individuals have been employed by the Bureau within a two (2) year window preceding the issuance of this RFP. During the term of any awarded contract, vendor shall be responsible for ensuring compliance with this requirement.

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

K. Proposals are Firm

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

L. Award of Contract

1. The successful Vendor may be required to enter into contract negotiations at the discretion of ABPP. If an agreement cannot be reached to the satisfaction of ABPP, the Bureau may reject the vendor's proposal or revoke the selection and begin negotiations with another qualified vendor. Any proposed changes, as well as the final contract, must be approved and signed by the appropriately authorized State of Alabama and ABPP official(s).
2. Upon acceptance of vendor's proposal by the Bureau, the parties will execute a formal contract, in writing, duly signed by the proper parties thereto, which shall be subject to review by the Chief Procurement Officer, the Legislative Contract Review Oversight Committee of the State of Alabama and the approval and signature of the Governor of the State of Alabama. Vendor will assume responsibility for providing services under the executed contract on the effective date of the contract, which will be the date of approval and signature of the Governor of Alabama or her designee. The executed contract will not be effective until it has received all requisite state government approvals. Vendor shall not begin performing services thereunder until notified by the Bureau. Vendor will not be entitled to compensation for work or services performed prior to the effective date of the contract.
3. This RFP does not, by itself, obligate the Bureau; such obligation shall commence only upon the execution of any approved contract. However, part or all of this RFP may be incorporated into any executed contract, along with vendor's proposal. The Bureau hereby reserves the right to add terms and conditions during contract negotiations, all within the scope of this RFP.
4. If Vendor begins any billable work prior to final approval and execution of a contract, vendor does so at its own risk. Vendor's contract, itself, will not be effective until it has received all requisite state government approvals, which includes the signature of the Governor of the State of Alabama, and vendor is entitled to no compensation for work or services performed prior to the effective date of the contract.
5. The Bureau anticipates submitting an executed contract to the Legislative Contract Review Oversight Committee (LCRC) for approval by the deadline for the applicable Contract Review Meeting. As such, any awarded contract must be timely executed by ABPP and the successful vendor and all requisite forms and documentation must be received by the Bureau, for timely submission to the LCRC clerk.

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6. A standard agency contract will be required. Standard agency acknowledgement forms will be required for any individual associated with the successful vendor to perform services under an executed contract.
7. The anticipated contract term for this RFP is a two (2) year period. The Bureau reserves the right, however, to include up to three (3) one year renewal options, at its discretion, in any initially awarded contract. When provided for in any executed contract, ABPP has the sole option to exercise renewal options. All renewals must be approved by the Chief Procurement Officer, the Alabama Legislative Contract Review Oversight Committee, and the Governor of the State of Alabama.
8. Unless otherwise provided by any executed contract, the holding over of the contract, excluding any exercised renewal options, will be considered a month-to-month extension and all other terms and conditions shall remain in full force and effect. To be effective, any renewals must also be submitted and approved by the Chief Procurement Officer, the Alabama Legislative Contract Review Oversight Committee and require the approval and signature of the Governor of the State of Alabama to be effective.

M. Reservation of Rights

1. ABPP anticipates awarding a contract to the most responsible, substantially compliant, and lowest-priced vendor if funding is available. However, ABPP hereby reserves the right to cancel this RFP, reject any or all proposals, to reject individual proposals for failure to meet any requirement; to award by item, part or portion of an item, group of items, or total; and to waive minor defects and/or seek additional proposals and also reserves the right to award one or more professional service contracts that ABPP determines to be in the best interest of the state and ABPP. All services may be awarded to one professional service provider or ABPP may award different services described in the RFP to different/multiple providers.
2. ABPP reserves the right to award the contract to a vendor other than the lowest-priced vendor if a higher-priced proposal is most advantageous to the State.
3. Submission of a proposal confers on vendor no right to a selection or to a subsequent contract. This process is only for the benefit of ABPP and is to provide ABPP with competitive information to assist in the selection process. All decisions on compliance, evaluation, terms, and conditions will be made solely at the discretion of ABPP.

N. Evaluation and Selection

1. The Bureau will designate a Proposal Evaluation Committee to be made up of at least five (5) members of ABPP Senior Staff. ABPP reserves the right to include a qualified expert with relevant experience to participate in proposal evaluations. The Proposal Evaluation Committee will then make a recommendation to the Director of ABPP who will recommend an award to the Chief Procurement Officer, who is the awarding authority.
2. Vendor selection will be based on the proposal that meets or exceeds the requirements set forth in this RFP. Proposals will be evaluated based on the quality and completeness of the information provided. Vendors must provide comprehensive statements that illustrate their understanding of the proposed contractual requirements. ABPP may seek clarification of a proposal from any vendor at any time; Vendor's failure to timely respond is cause for rejection. Clarification is not an opportunity to modify a proposal.
3. ABPP may request an oral presentation or conduct interviews to support Vendor's written proposal.
4. Any vendor whose proposal does not meet the mandatory requirements and does not provide a primary proposal that meets all the required specifications of the RFP will be considered non-compliant.

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5. Proposal evaluations will be scored and based on the response to the requirements of this RFP and held as the primary proposal. Alternative proposals will not be considered as the basis for the evaluation of the successful vendor. All proposals received will become the property of ABPP. ABPP further reserves the right to use for its benefit the ideas contained in proposals received. After the evaluation of proposals received and selection of the successful vendor, the selection and the award will be posted on the agency's website after the Governor signs the contract.
6. Upon ABPP selecting a vendor's proposal for contract negotiations, ABPP will send vendor written notice. Notice letters sent or posted during proposal firm time, or during any extension thereof, will extend the proposal firm time until such time as ABPP signs a contract or determines negotiations with vendor have failed. Receipt or posting of a notice of award is not the equivalent of a contract with ABPP. ABPP anticipates making a vendor selection within no more than seven days from the date scheduled for best and final offers, but reserves the right for an extension of time as required. The Division of Procurement will send out the Notice of Intent to Award via email to participating suppliers.

O. Evaluation Criteria

The following criteria will be used in evaluating proposals:

1. Location, Experience, Expertise, Knowledge, Stability, and Past Performance and Capabilities (as demonstrated in the Proposal) of Vendor (35%).
2. Suitability of Approach (25%).
- 3. Proposed Budget (40%).**

P. Standard Contract Terms

Terms in the final contract will include, but not be limited to, the following:

The initial contract term will be for two years. Upon written agreement of the parties, the Contract may be extended at the discretion of ABPP to continue performing services in one year renewal increments. The total contract period of this Contract, including any extensions thereof, shall not exceed five (5) years. Any renewal will have to be signed by the State CPO and will be reviewed by the Legislative Contract Review Oversight Committee. Renewals will also require the Governor and/or her designee's signature to be effective under law.

1. Standard Terms

- a. Either party may terminate this Agreement upon receiving thirty (30) calendar days written notice to the other party for any reason whatsoever.
- b. The failure of either party to abide by and comply with the terms and conditions of this Agreement shall provide grounds for the immediate termination of this Agreement. At any time, upon the default of a party of its obligations under this Agreement, the other party may give written notice to the defaulting party of the nature of the default and expected remedy. The defaulting party shall respond in writing to the noticing party within ten (10) days of receipt of the written notice of default; however, this provision shall in no way limit a party from seeking immediate termination for default.
- c. Upon termination, obligations of a party under any executed contract will cease immediately without penalty or further payment being required.

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- d. ABPP and Contractor are separate and distinct agencies. The relationship established herein is purely contractual. Employees of the parties are not considered to be officers, agents, servants, or employees of the other party and each agency takes responsibility only for the acts and omissions of its employees.
- e. In the event of any dispute between the parties, senior officials 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 contract 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.

- f. If any provision of this Agreement is declared void, unenforceable, or against public policy, or if any provision shall contravene any state or federal statute or constitutional provision or amendment, either now in effect or which may, during the course of the Agreement, be enacted, such shall be modified to reflect the parties' intention(s) and all remaining provisions shall remain in full force and effect. Invalidation or unenforceability of any part or portion will not invalidate the remaining portions thereof and the remaining portions shall remain in full force and effect, deemed to be written, construed, and enforced as so limited. In any event, this Agreement will be interpreted as far as possible to give effect to the parties' intent.
- g. Contractor shall hold harmless and indemnify the State of Alabama, Bureau of Pardons and Paroles, and any and all of its agents or employees, from any and all liabilities or damages of any nature, arising out of any injury, death, property damage or other claims and demands of any nature arising pursuant to this Agreement.
- h. This Agreement is subject to the appropriation of funds to each party to fulfill obligations laid out herein and will be subject to termination if such funds cease to be available. Should funding or service requirements relative to any executed agreements be altered, those agreements may be amended accordingly. In the event of the proration of the fund from which payment under any agreement is to be made, that agreement will be subject to termination. Each party will use its best efforts to secure sufficient appropriations to fund any executed agreement. Obligations of a party under any executed agreement will cease immediately, however, without penalty or further payment being required, if the Alabama Legislature fails to make a sufficient appropriation or if grant money is not received. Each party will determine whether amounts appropriated are sufficient and will give the other party notice of insufficient funding as soon as practicable after that party becomes aware of the insufficiency and the other party's obligation to perform will cease upon the receipt of such notice.
- i. This Agreement shall be governed by the laws of the State of Alabama as to interpretation, construction, and performance. Compliance hereunder will be performed in accordance with applicable state and federal law, statutes, provisions, and regulations, as well as any federal court orders that pertain to the State of Alabama for which ABPP and/or Contractor is/are required to adhere.
- j. The parties reserve the right to immediately terminate this Agreement if it determines that the safety, health, or wellbeing of any employee, probationer, parolee, individual mandatorily released to ABPP supervision, inmate, crime victim, or other individual has been or is being compromised.

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- k. The parties hereto understand and agree that this Agreement shall not be assigned to any other person, group, organization, department, agency, entity, etc. without express approval in writing. Any such approval shall not be considered a waiver by either party to approve any subsequent approval.
- l. The terms and provisions of this Agreement shall apply to and be binding upon and inure to the benefit of the parties hereto. The failure of either party to insist upon strict compliance with the Agreement's terms and conditions or strict performance hereunder shall not constitute or be construed as a waiver or relinquishment of either party's right to enforce the same in accordance with the Agreement. Any waiver of the terms of this Agreement shall not be valid unless such waiver is in writing and signed by the waiving party. A waiver in one instance shall not be deemed a continuing waiver unless expressly stated in writing, signed by the waiving party. The parties are responsible for total performance.
- m. Notwithstanding any provision of this Agreement and any incorporations or amendments hereto, the ABPP does not release or waive, expressly or impliedly, its right to assert sovereign immunity or any other affirmative defense/right it may have under law.
- n. The parties acknowledge and understand that this Agreement is not effective until it has received all requisite State of Alabama government approvals and service/performance shall not begin until this Agreement is fully executed.
- o. This Agreement shall constitute the entire agreement of the parties, and there are no other promises or conditions whether oral or written, unless otherwise mutually agreed upon, in writing, by the parties.
- p. The terms of this Agreement may be amended or modified only upon the mutual agreement of both parties, in writing. This Agreement shall not be amended or renewed without the express written consent of the parties.
- q. The Parties agree, and hereby acknowledge, that all terms, covenants, and conditions, or actions taken under this Agreement shall comply with all applicable state, federal, or local laws including the Alabama Beason-Hammon Alabama Taxpayer and Citizen Protection Act as amended. By signing this contract, the contracting parties affirm, for the duration of this Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.
- r. Each Party warrants that it is in compliance with Alabama Act 2016-312, and that it is not currently engaged in, and will not engage in, the boycott of any person or entity, which is based in this state or doing business with a jurisdiction in which this state can enjoy open trade.

In compliance with Ala. Act No. 2023-409, by signing this contract, ABPP and Contractor provide written verification that ABPP and Contractor, without violating controlling law or regulation, do not and will not, during the term of the contract engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act.

- s. It is understood that there is no entitlement to any state merit system benefits to anyone solely because of working under this Agreement.
- t. It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article XI, Section 213 of the Constitution of Alabama of 1901, as amended by Amendment Number 26.

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- u. ABPP and Contractor agree to comply with all Federal and State laws which prohibit discrimination on the basis of race, color, religion, age, gender, pregnancy, national origin, genetic information, veteran status, or disability.
- v. Because Contractor may have access to ABPP data and information of a privileged, confidential, and sensitive nature, to the extent Contractor receives such information or data, it will not disclose it to anyone other than ABPP or its designated employees, except as may be expressly authorized by ABPP or ABPP's designated representative in writing and except as contemplated by the terms of this amended agreement.

ABPP's parole and probation files, records, and data are subject to an absolute governmental privilege, which ABPP has a duty to uphold. See Ala. Code §§ 15-22-36(b), 15-22-53. Failure to uphold such privilege is a violation of state law. The Contractor shall not divulge, release, or disseminate ABPP records/data from probation and parole files to any person or entity who is not expressly authorized in writing by ABPP or the ABPP's designee to receive it.

ABPP also maintains certain sensitive information which would not be considered public records, including, but not limited to technical information (methods, processes, formulas, compositions, systems, techniques, inventions, machines, computer programs, and research projects), business information (vendor information, financial data, and system designs/plans), criminal history information, offender information, personally identifiable information, among other sensitive/non-public information. To the extent Contractor receives or gains access to any such sensitive and/or non-public documents, records, data and/or information to perform the requirements of this Contract, Contractor agrees that such information will be kept confidential may not, at any time, be used, distributed, copied, or provided to any third party or used for any purpose without express written approval of ABPP or the ABPP's designated representative.

The parties understand and agree that all medical and mental health records shall be treated as confidential so as to comply with all applicable state and federal laws, rules, and regulations regarding the confidentiality of medical records, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and related regulations. Each party agrees that they will comply with HIPAA. When one party shares data with the other, the other party will (1) use it only for the intended purpose(s), (2) ensure that only those having need or right will have access to it, and (3) destroy or return such data to the other if and when necessary.

- w. The final contract will contain other standard contract terms required by the Alabama Code, the Administrative Code, the Governor, and/or the Alabama Legislative Contract Review Oversight Committee.