



## **REQUEST FOR PROPOSAL**

**RFP-25000000001**

**Issued: 04/18/2025**

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

**PROPOSALS SHALL BE SENT TO [rfp@paroles.alabama.gov](mailto:rfp@paroles.alabama.gov)**

**PROPOSALS MUST BE RECEIVED BY May 30, 2025 AT 4:00 P.M. CST.**

**PLEASE SUBMIT ALL RFP QUESTIONS TO [rfp@paroles.alabama.gov](mailto:rfp@paroles.alabama.gov)**

**All questions must be submitted by 4 PM May 2, 2025**

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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 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.

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 housing. The preference of the Bureau is that the housing will be recovery-oriented 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.

Adherence by the successful Vendor to standards set by the National Alliance for Recovery Residences (NARR) is preferred but not required.

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 12<sup>th</sup> 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 14<sup>th</sup> 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.

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 may last 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

The Bureau prefers a Vendor that will 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, unless bus transportation is available or an agreement for transportation can be reached with the individual facility. All proposals submitted must include the mode of transportation to be used by Vendor, if applicable.

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.

The Bureau prefers a Vendor that will 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 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.

ABPP would also welcome proposals that include a licensed mental health worker on site. This is a preference, not a requirement.

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

The Bureau prefers a Vendor that is certified through the Department of Mental Health if it elects to provide onsite aftercare substance abuse treatment services. It is preferred that the Vendor's program meets 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.

The Bureau prefers that 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) Any 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. *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) Any 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):**

- 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. The Bureau prefers Vendors that are certified through the Department of Mental Health to provide substance abuse treatment services. Vendor shall submit evidence of such certification with its proposal; if applicable.
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, if applicable. 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, if applicable. 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 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](http://www.alabamabuys.gov).

#### **B. Submission of Proposals**

1. All proposals are due no later than 4:00 p.m. CST, May 30, 2025. 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.
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);
  - (k) List of the names of all members/owners of the entity submitting the proposal.
  - (l) Vendor shall send ABPP updated versions of any forms above if there have been changes (for example, an updated list of Board members if Board membership has changed).
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](mailto: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**

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.paroles.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@paroles.alabama.gov](mailto:rfp@paroles.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.paroles.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.paroles.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 4:00 p.m. CST on May 2, 2025. ABPP's response to questions will be provided no later than fourteen (14) 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.

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

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

- 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.
- 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.
- 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.