

Request for Proposal (RFP)
RFP ABPT 253400001

Request for Proposal
RFP ABPT 253400001
WELLNESS PROGRAM SERVICES

Inquiries and response submissions related to this RFP are to be emailed to:

Claire DiLaura, Accounting/Budgeting Specialist
Alabama Board of Physical Therapy
Email: claire.dilaura@pt.alabama.gov

ELECTRONIC PROCEDURES FOR SUBMISSION

Proposals must be received no later than 4:00 p.m. CST on May 30, 2025
It is required that each supplier clearly note the RFP number & Supplier Name
in the subject line and email to: claire.dilaura@pt.alabama.gov

The proposal package must contain the following and be submitted electronically.

1. The proposal must be signed by an official authorized to legally bind the supplier to the information provided.
2. The supplier must be currently registered with The Alabama Department of Finance, Division of Procurement as a State Vendor and provide vendor number.
<http://www.purchasing.alabama.gov>

Pursuant to Alabama Administrative Code 355-4-3.03(12), proposal openings are not open to the public

Request for Proposal (RFP)
RFP ABPT 253400001

Section 1.00 Administrative Overview

- 1.1 Purpose
- 1.2 Anticipated Timetable
- 1.3 Proposal Evaluation
- 1.4 Conditions and Terms

Section 2.00 Scope

- 2.1 Scope of Work

Section 3.00 General Requirements

- 3.1 Requirements of Proposal

Section 4.00 General Terms and Conditions

- 4.1 Governance
- 4.2 Immigration
- 4.3 Compliance with Act 2023-409, (§41-16-163, Code of Alabama, 1975)
- 4.4 Conflict of Interest
- 4.5 Compliance with Act 2016-312, §1. (§41-16-5, Code of Alabama, 1975)
- 4.6 Discrimination

Request for Proposal (RFP)
RFP ABPT 253400001

Section 1. Administrative Overview

1.1 PURPOSE

The Alabama Board of Physical Therapy solicits proposals for professional services to assist the Alabama Physical Therapy Wellness Committee in the early identification, intervention, treatment, and rehabilitation of physical therapy licensees or compact privilege holders who may be impaired pursuant to the Board's impaired practitioner program established under Alabama Code § 34-24-193 (j). IMPAIRED is defined as, "The inability of a physical therapy licensee to practice physical therapy with reasonable skill and safety to patients by reason of illness, inebriation, excessive use of drugs, narcotics, alcohol, chemicals, or other substances, or as a result of any physical or mental condition." under Alabama Code §34-24-191(a).

This RFP is not an offer to contract but seeks the submission of proposals from qualified, professional respondents that may form the basis for negotiation of a contract or agreement. Specific terms and requirements in this RFP may be waived or modified by the Alabama Board of Physical Therapy (the Board) as it deems necessary and appropriate. The Board has no liability for any costs incurred by a prospective provider for the preparation and production of a proposal or for any work performed prior to the issuance of a contract. The Board reserves the right to reject any or all proposals and to solicit additional proposals if that is determined to be in the best interests of the State of Alabama.

1.2 ANTICIPATED TIMETABLE

May 12, 2025	Question Submission Deadline
May 14, 2025	Question Responses Due
May 30, 2025	Proposal Submission Deadline

NOTE: All Questions must be emailed to Claire DiLaura at claire.dilaura@pt.alabama.gov by the deadline noted above. All Q & A will be posted in STAARS and the Board's website <https://pt.alabama.gov/> on the designated date noted above.

July 10, 2025	Board Selects Supplier
---------------	------------------------

Request for Proposal (RFP)
RFP ABPT 253400001

1.3 PROPOSAL EVALUATION

The Board will review the proposals and make a recommendation. The criteria listed below will be used to evaluate the proposals for the purpose of ranking them in relative position based on how fully each proposal meets the requirements of this RFP.

Evaluation Criteria:

<u>Experience & Qualifications:</u> Specialized expertise, capabilities and experience in the evaluation, referral to treatment, and monitoring of licensed professionals who are impaired and experience with substance abuse treatment programs for purposes of referral. Experience with the licensing and disciplinary process of state regulatory boards. Demonstrated ability and history of past performance of similar work.	40 Points
<u>Scope of Work:</u> Details of the plan to perform the required services to develop and maintain the impaired practitioner program.	20 Points
<u>Cost Proposal:</u> Narrative describing the costs.	40 Points
TOTAL	100 Points

Best and Final Offers:

The BOARD may either accept a supplier's initial proposal by award of a contract or enter into discussions with suppliers whose proposals are deemed to be reasonably acceptable consideration for award. After discussions are concluded, a supplier may be allowed to submit a "Best and Final Offer" for consideration in a manner and method prescribed by the BOARD. By submitting a proposal each supplier accepts and agrees to all conditions and requirements herein.

The BOARD will make all decisions regarding evaluation of the proposal. The BOARD reserves the right to judge and determine whether a request is compliant with and has satisfactorily met the requirements of the RFP. The BOARD reserves the right to waive technical and other defects if, in its judgment, the interest of the BOARD so requires. Any further information disclosed about the RFP during this process will be provided to

Request for Proposal (RFP)
RFP ABPT 253400001

all suppliers in a manner and method prescribed by the BOARD.

Rejection of Proposal:

The BOARD reserves the right to reject any or all proposals which are deemed to be non-responsive, late in submission, or unsatisfactory in any way. The BOARD shall have no obligation to award a contract for work, goods and/or services as a result of this RFP.

Qualified offerors aggrieved in connection with the solicitation of a contract may protest to the Chief Procurement Officer. See *generally* State of Alabama Department of Finance Administrative Code Regulations at <https://finance.alabama.gov/media/rnii4qa1/administrative-code-355-4-1-01-thru-06.pdf>.

Confidentiality:

All information contained in the RFP is considered to be the exclusive property of the BOARD. Recipients of this RFP are not to disclose any information contained within the RFP unless such information is publicly available. This RFP is provided for the sole purpose of allowing Suppliers to respond to these specifications.

Selection Process:

The RFP will be posted on the Alabama Department of Finance Comptroller's website at: www.rfp.alabama.gov.

STAARS Vendor Self Service:

<https://procurement.staars.alabama.gov/PRDVSS1X1/AltSelfService>

All proposals received before the deadline will be reviewed to ascertain that minimum requirements have been met. The BOARD reserves the right to conduct discussions with potential suppliers to clarify information contained in their proposals, but the BOARD has no obligation to do so. After review and evaluation of the proposals, the BOARD will select the supplier it determines, in its sole discretion, to be fully qualified, best suited and most advantageous among those submitting proposals to meet the needs of the BOARD in a cost-effective and service-based manner. The Board reserves the right to request a best and final offer for fees.

Unless provided by law, nothing in this RFP shall be construed to create any legal obligation on the part of BOARD or any respondents. BOARD reserves the right, in its sole discretion, to amend, suspend, terminate, or reissue the RFP in whole or in part, at any stage. In no event shall BOARD be liable to respondents for any cost or damages incurred in connection with the RFP process, including, but not limited to, any and all costs of preparing a response to this RFP or any other costs incurred in reliance on this RFP. No respondent shall be entitled to repayment from BOARD for any costs,

Request for Proposal (RFP)
RFP ABPT 253400001

expenses, or fees related to the RFP. All supporting documentation submitted in response to the RFP will become the property of the BOARD. Respondents may also withdraw their interest in the RFP, in writing, at any point in time, as more information becomes known. If, within the confines of this RFP, the supplier provides intellectual property be it understood that all RFP contents are subject to Open Records Act laws and thus are subsequently in the public domain.

Intent to Award

The Division of Procurement will send out an intent to award to participating suppliers, defining the protest period. The CPO, Chief Procurement Officer, is the awarding authority and as such is a signatory on the agreement/contract.

Disclaimer Notice:

The BOARD shall not be liable for any costs associated with the preparation of proposals or negotiations of a contract incurred by any party.

Availability of Funds:

It is expressly understood and agreed that the obligations of the BOARD to proceed is conditioned upon the continued availability of funds that may be expended for these purposes.

1.4 CONDITIONS AND TERMS

Contract Terms:

The BOARD intends to execute an initial contract with supplier for a period of up to two (2) years, with up to three (3) one-year renewal options, pending written agreement of the supplier and BOARD, dependent upon required state approvals and at the full discretion of the BOARD. The contract will commence pending CPO signature, approval by Legislative Contract Review Committee and Governor's signature on October 1, 2025.

It is understood by both parties that this contract may be terminated at any time by either party upon 60 days' written notice to the other party.

The supplier shall be fully prepared to commence work after full execution of the contract by the parties and the receipt of required governmental approvals.

Proposals should reference each element in the RFP by number and be arranged in the same sequence. All fees and costs are to be stated in United States currency. Suppliers must reply to each element of the RFP.

Request for Proposal (RFP)
RFP ABPT 253400001

Section 2. Scope

2.1 SCOPE OF WORK

The Contractor will be responsible for performing and/or working with the Alabama Physical Therapy Wellness Committee (the "Committee") to ensure performance of the following in the development and maintenance of the impaired practitioner program required by Section 34-24-193(j), Code of Alabama (1975):

- Contracting with providers of treatment programs;
- Receiving and evaluating reports of suspected impairment from any source;
- Intervening in cases of verified impairment;
- Referring impaired physical therapy licensees or compact privilege holders to treatment programs;
- Monitoring the treatment and rehabilitation of impaired physical therapy licensees or compact privilege holders;
- Providing post-treatment monitoring and support of rehabilitated impaired physical therapy licensees or compact privilege holders;
- Assisting the Committee in further developing policies and procedures relating to impaired practitioner program as described in Code of Alabama (1975) 34-24-191, 193(j);
- Attending one Board meeting per year for the purpose of reporting to the Board the activities of the Committee and attend additional meetings at the request of the Board;
- Furnishing the Board with monthly reports of impaired physical therapy licensees or compact privilege holders who are in treatment, including, but not limited to, progress reports, drug screening results missed call-in, and any other related or relevant information;
- Furnishing the Board with monthly reports containing information regarding compliance by impaired physical therapy licensees or compact privilege holders with their monitoring contract or any Board order;
- Providing quarterly reports of statistical information regarding the activities of the Committee to include the number of impaired physical therapy licensees or compact privilege holders in treatment or under a monitoring contractor Board order;
- Providing an annual report containing the information required by Code of Alabama (1975) 34-24-1 93(j)(8);
- Converting records of the Committee to an agreed upon paperless format and communicate such paperless records to the Board and maintain, at the Board's offices, electronic copies of any and all such records, along with any additional records for the impaired physical therapy licensees or compact privilege holders entering treatment programs under the impaired practitioner program. Moreover, unlimited access to such records shall be provided and made available to such

Request for Proposal (RFP)
RFP ABPT 253400001

other health providers as designated by the Board, subject to a duly executed release and authorization, if required, and/or as otherwise permitted by law. Any and all such records as described herein shall be delivered to the Board no later than at the conclusion of this Agreement or any renewals thereof;

- Working in concert and cooperation with such other health providers as designated by the Board to accomplish the statutory and administrative objectives of the impaired practitioner program, and providing training to such designated health providers and the Board so as to facilitate the creation of an autonomous, manageable and easily understood record keeping system that can be efficiently transitioned among the Provider, the Board, and the Committee, including any successors;
- Serving as co-director or such other office as may be lawfully designated or agreed upon by the Board and/or the Committee during the term of this Agreement; and
- Any other activities agreed upon by and between the Board, the Committee and/or the Contractor.

For purposes of this proposal, impaired professionals, impaired physical therapy licensees or impaired compact privilege holders shall include individuals presently or in the future under monitoring agreements with the Board and those impaired individuals regulated by the Board or who seek a license, compact privilege or other authorization from the Board.

Section 3. General Requirements

3.1 REQUIREMENTS OF PROPOSAL

The supplier must provide the following mandatory information. **Failure to provide this information may be cause for the proposal to be rejected.** Qualifications, experience, and cost will be evaluated for contract award as specified in Evaluation Criteria on page 4 of this RFP.

Part I

Signed Cover Letter:

The cover letter shall serve as the first page of the supplier's proposal. The supplier shall complete the cover letter and include it with the proposal in response to the RFP. The cover letter must be signed by an official authorized to legally bind the supplier. It will state that the supplier is a legal entity that will meet the specifications. The letter accompanying the proposal must include contact numbers and e-mail addresses for the authorized official signing the letters.

Request for Proposal (RFP)
RFP ABPT 253400001

PART II

Minimum Qualifications

The supplier must have experience or training in the evaluation, referral to treatment, and monitoring of individuals who are impaired in their ability to practice a profession as the result of drug or alcohol abuse or by reason of a physical or mental condition. The supplier must have experience with substance abuse treatment programs for the purpose of referrals. The supplier must have experience with the licensing and disciplinary process of state regulatory boards.

PART III

Supplier Qualification and Experience:

The supplier shall provide satisfactory evidence of the supplier's capability to provide the services described in the RFP. Special attention should be given to the discussion of qualifications. The discussion shall include a description of the supplier's background and relevant experience as related to the Scope of Work.

Supplier shall provide a detailed plan describing how the services will be performed to meet the requirements of the RFP. The response must be prepared and organized in a clear and concise manner that is easily understandable.

PART IV

Cost Proposal:

A monthly rate must be provided for the services described in **Scope of Work**. Payment will be approved by the Board's authorized representative for services performed upon submittal of a monthly invoice. Payment shall be made only to the Contractor, and the Board shall have no obligation to any other person or corporation for expenses incurred by the Contractor. The Contractor has no authority to make any contracts, oral or written, in the name of the Board.

Proposals must disclose and include any and all fees, costs or expenses to be charged for the services described in the Scope of Services. Failure to provide a complete listing of all fees, costs and expenses to be charged will result in the disqualification of the professional service provider submitting the proposal. Contractor will be reimbursed for all reasonable and necessary expenses for in-state travel in the same manner and to the same extent as state employees traveling in the services of the state.

Request for Proposal (RFP)
RFP ABPT 253400001

PART V INDEPENDENT CONTRACTOR

The Contractor is an independent contractor. Neither the Contractor nor its agents or employees shall be deemed employees of the State of Alabama or of the Board. The Contractor shall have no power or authority to bind or otherwise obligate the Board in any manner, except that the Board shall make payment to the Contractor for services and expenses incurred as provided herein. The Contractor for the Board shall provide professional services utilizing the highest standard of ethics under the laws of the State of Alabama and should exercise special care to avoid any conflicts of interest in providing these services.

PART VI SUBMISSIONS

Proposals should be emailed to Claire DiLaura, Accounting/Budgeting Specialist, Alabama Board of Physical Therapy at the following email address: claire.dilaura@pt.alabama.gov. Proposals must be received no later than 4:00 pm on May 30, 2025.

Section 4.00 General Terms and Conditions

4.1 Governance

This RFP and its terms shall be governed and construed according to the laws of the State of Alabama. Any dispute arising out of this RFP shall be brought in the State of Alabama, with venue in Montgomery County, Alabama. Suppliers agree to comply with all applicable federal and state laws and regulations.

Per the current FPPM: Non-appropriation and Proration (Section 41-4-144(c)).

<https://comptroller.alabama.gov/fiscal-policy-procedures/>

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

Request for Proposal (RFP)
RFP ABPT 253400001

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."

4.2 Immigration

The proposal must contain a statement that the Supplier is aware of and in compliance with the requirements of the Beason-Hammon Alabama Taxpayer and Citizen Protection Act and a statement that the Supplier is enrolled in the E-Verify as required by Section 31-13-9 (b), Code of Alabama 1975, as amended:

BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT

COMPLIANCE

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act (31-13-1 et seq, Code of Alabama, 1975 as amended by Act 2012-491) regulates illegal immigration in the State of Alabama. All contracts with the State or political subdivision thereof must fully comply with each provision as provided by law.

A proposal must include a statement that the Supplier has knowledge of this law and is in compliance. Before a contract is signed, the Supplier awarded the contract must submit a Certificate of Compliance using the form at Appendix A. E-Verify enrollment can be accomplished at the website of the United States Department of Homeland Security at <http://www.uscis.gov>.

4.3 Compliance with Act 2023-409, (§41-16-163, Code of Alabama, 1975)

The Supplier attests that it does not and will not engage in economic boycotts based on environmental, social, or ideological criteria during the term of this contract. In compliance with this Act, the contract between the Supplier and BOARD will include the following language:

"By submitting a bid, the Supplier certifies compliance with Alabama Act No. 2023-409. The Supplier further verifies that, in accordance with applicable law and regulations, the business does not currently engage in, and will not engage in, an economic boycott during the term of the contract, as defined by the Act."

4.4 Conflict of Interest

The Supplier attests that no employee, officer, or agent of the Supplier shall participate in the selection, award, or administration of a contract if a real or apparent conflict of interest may be involved. A conflict would arise when the employee, officer, agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein has a financial or other interest in the organization

Request for Proposal (RFP)
RFP ABPT 253400001

selected for an award. The officers, employees, and agents of the Supplier, if selected as the career planning system Supplier, shall neither award nor offer gratuities, favors, nor anything of monetary value from Suppliers or subcontractors.

4.5 Compliance with Act 2016-312, §1. (§41-16-5, Code of Alabama, 1975)

In compliance with this Act, the contract between the Supplier and the BOARD will include the following language:

“The contractor hereby certifies that it is not currently engaged in and will not engage in the boycott of a person or entity based in or doing business with a jurisdiction with Which this state can enjoy open trade.”

4.6 Discrimination

Alabama Non-Discrimination Statement:

No person shall be denied employment, be excluded from participation in, be denied the benefits of, or be subjected to discrimination in any program or activity on the basis of disability, gender, race, religion, national origin, color, age, genetic information, or any other category protected under the law. Ref: Sec. 1983, Civil Rights Act, 42 U.S.C.; Title VI and VII, Civil Rights Act of 1964; Rehabilitation Act of 1973, Sec. 504; Age Discrimination in Employment Act; the Americans with Disabilities Act of 1990 and the Americans with Disabilities Act Amendments Act of 2008; Equal Pay Act of 1963; Title IX of the Education Amendment of 1972; Title II of the Genetic Information Nondiscrimination Act of 2008. Title IX Coordinator, P.O. Box 302101, Montgomery, Alabama 36130-2101 or call (334) 694-4717.