

**REQUEST
FOR
PROPOSAL
NO. 2021-01**

**Alabama Department of Corrections
Therapeutic, Education, & Reentry Facility**

**Alabama Department of Corrections
Office of the Commissioner
301 South Ripley Street
Montgomery, AL 36104**

February 8, 2021

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SECTION I

INTRODUCTION

The Alabama Department of Corrections (“ADOC”) announces this Request for Proposal (“RFP”) to all eligible and interested parties for the opportunity to submit a proposal, in accordance with the requirements herein, for the operation and management of one (1) or more Therapeutic Education Reentry Facility(ies) in the State of Alabama. The agreement period for this RFP shall be subject to available funding through annual appropriations. You are invited to submit a response in accordance with the requirements of this RFP, which are specified in Section V of this RFP.

The ADOC seeks responses from private vendors to provide intensive, residential substance abuse and cognitive behavioral programming and reentry programming in one (1) or more medium custody residential facility(ies), including, but not limited to, the following: security services; correctional administrative services; medical, dental, and mental health support services; educational services; programming services, including life skills and recidivism reduction programming; food services; reentry preparation and services; and all other applicable services or programs required by law or as agreed upon by the parties.

The current estimate is that approximately one thousand (1000) male inmates, which are designated as medium and/or minimum security level, with the option to designate one hundred twenty (120) of those beds as female beds if needed, will be placed in a secure Therapeutic Education Reentry Facility or Facilities. These numbers, however, are an estimate only and should not be considered a guarantee for any contract resulting from this RFP. The Facility or Facilities proposed must be fully operational and ready to accept inmates by no later than October 1, 2021, or at such other date as the parties may mutually agree. The Facility or Facilities must be within the State of Alabama.

All responding parties must be able to provide stand-alone services with minimal support from the ADOC to the specified ADOC offender populations that will, at a minimum, comply with federal and state law, American Correctional Association (ACA) and ADOC standards as may be defined in the Administrative Regulations, policies, and procedures of the ADOC, as well as other nationally recognized standards. When differences exist between standards, the higher standard as defined by the ADOC will prevail. The specified requirements and standards will serve as the benchmark for monitoring the proposing party’s facility operation and management.

Interested parties must submit a Notice of Intent to Submit a Proposal and Non-disclosure Agreement as provided in Attachment F to the RFP, by no later than February 22, 2021. **Failure to do so will prohibit Vendor from receiving any sensitive documents and may disqualify Vendor from continued participation.**

Each sealed, notarized proposal must be accompanied by a Guarantee payable to the State of Alabama consisting of a cashier’s check, other type bank certified check (personal or company checks are not acceptable), money order, or surety bond issued by a company authorized to do business in the State of Alabama in the amount of two-hundred fifty thousand dollars (\$250,000.00) as a Proposal Guarantee of good faith and firm proposal for ninety (90) days. The Commissioner of the ADOC, or his designee, will be the custodian. **Proposals not accompanied by this Proposal Guarantee will not be considered.**

Proposals to provide these services must be received in the ADOC Commissioner's Office by **4:00 p.m., Central Standard Time, on April 1, 2021.**

1.1 Purpose of RFP

The purpose of this procurement is to establish a contract for the operation of one (1) or more Therapeutic Education Reentry Facility(ies) in the State of Alabama to provide intensive, residential substance abuse and cognitive behavioral programming, educational services and vocational training, and reentry preparation programming services in a medium custody residential facility for medium security inmates under the supervision and custody of the ADOC. The contracting period will be for an initial two (2) year period with three (3) one (1) year renewal options available. The contract shall not to exceed a total of five (5) years.

1.2 Definitions

“ADOC,” “DOC,” or “Department” – the Alabama Department of Corrections.

American Correctional Association or “ACA” Standards – fundamental correctional practices that ensure staff and inmate safety and security; enhance staff morale; improve record maintenance and data management capabilities; assist in protecting the agency against litigation; and improve the function of the facility or agency at all levels.

Administrative Regulation (A.R.) – a copy of all non-restricted ADOC Departmental Administrative Regulations referenced in this RFP may be found on the ADOC website at: <http://www.doc.alabama.gov/Regulations>. Restricted ADOC Administrative Regulations will be provided to the vendor on an as-needed basis subject to the ADOC's discretion and the Vendor's execution of a Non-Disclosure Agreement as listed in Attachment F.

Authorized Representative – any person or entity duly authorized and designated in writing to act for and on behalf of a party to this agreement or contract, which designation has been furnished to all the parties herein.

Contract – the Contract entered into by the ADOC and Selected Vendor for the provision of the services in this RFP.

Contract Monitor – the employee(s) or representative(s) of the ADOC designated to monitor operation of the Facility for Contract compliance and to coordinate actions and communications between the ADOC and the Vendor.

Correctional Services – those functions set forth in this RFP.

Court Orders – any existing or future orders or judgments issued by a court of competent jurisdiction or any existing or future stipulations, agreements, or plans entered into in connection with litigation which are applicable to the operation, management, or maintenance of the facility or related to the care and custody of inmates at the Facility.

Emergency Care – the medical or surgical care necessary to treat the sudden onset of a potentially life or limb threatening condition or symptoms which must begin within twelve

(12) hours after onset. Heart attacks, strokes, poisoning, loss of consciousness, loss of respiration, and convulsions are examples of medical care emergencies.

End of Sentence or “EOS” – Denotes the minimum date in which an inmate will be housed within the ADOC based upon the calculation of his or her sentence. For the purposes of this RFP, an inmates EOS may be the end of his or her term, parole eligibility date, or mandatory release date.

Facility – the therapeutic education facility or facilities to be operated by the Selected Vendor in accordance with this RFP. May also be referred to herein as an “institution.”

Fiscal Year – each one-year period beginning, October 1st and ending on September 30th, that is used for budgeting and appropriation purposes by the State.

Health Care Code – the assigned classification code of an inmate’s healthcare needs, as determined by a licensed Alabama medical provider and in accordance with ADOC Office of Health Services (“OHS”) policy and procedure, A-8, *Health Coding*.

Inmate – a person who has been sentenced to the custody of the ADOC. This also includes persons from other jurisdictions who are housed in ADOC facilities pursuant to the Interstate Corrections Compact.

Inmate Day – each day an inmate is housed at the Facility, including the first, but not the last, day of incarceration as determined by the midnight count of each day.

Inpatient Care – health care received by an inmate admitted to an institution licensed and operated pursuant to law which is primarily engaged in providing health services on an inpatient basis for the care and treatment of injured or sick individuals through medical, diagnostic, and surgical facilities, where the inmate’s stay is longer than a twenty-three (23) hour period.

In-reach – Communication and collaboration with a myriad of diverse stakeholders designed to provide effective bridges from prison to community, particularly when resources, finances, and availability are finite. The scope of in-reach includes, but is not limited to, housing providers, health and mental-health providers, employers, job training, education, substance abuse service providers, faith-based community, and government and non-government entities who provide avenues to services.

Medical and Mental Health Care – all care that is not classified as emergency care which is routinely required by operating standards.

Medium Custody Inmate – an inmate considered suitable for participation in formalized institutional treatment programs, work assignments, or other activities within the confines of an institution and should be able to adapt to dormitory living or to double occupancy cells. Supervision by armed correctional personnel is required when outside of the institution.

Mental Health Care Code – the assigned classification code of an inmate’s mental health support and treatment needs, as determined by a licensed Alabama medical provider and in

accordance with ADOC Administrative Regulation 613, *Mental Health Care Coding*, Change 2, dated April 2016.

Minimum Custody Inmate – an inmate that may be designated “Minimum-In” (housed in a medium custody facility or higher only), Minimum-Out (may be housed in a minimum custody facility), and Minimum-Community (approved for Work Release participation). This is the lowest custody designation in the ADOC.

Most Comparable Facility (MCF) – a facility presently operated by Vendor that is most like the facility contemplated in this RFP. If Vendor does not have a facility that it believes is comparable to that contemplated by this RFP, Vendor shall provide proposed policies, etc., in lieu of items requested from the MCF.

Outpatient Care – health care provided where the inmate remains ambulatory and is not kept in a health care facility for a period longer than twenty-three (23) hours.

Per Diem Rate – the charge per inmate, per inmate day.

RFP – this Request for Proposal, together with all amendments and addenda thereto.

Selected Vendor – any qualified corporation, legal entity, or individual chosen by the ADOC to with whom to negotiate a contract.

Standards – all applicable federal and state laws, constitutional requirements, court orders, ADOC policies and procedures, ACA and/or National Institute of Corrections (“NIC”) standards. If there is a conflict between any of these and this RFP or the awarded contract, the more stringent shall apply, as determined by the ADOC.

State – the State of Alabama or the Alabama Department of Corrections. These terms may be used interchangeably.

Vendor – any corporation or legal entity qualified under Alabama law to respond to the RFP.

1.3 Responsibility to Read and Understand

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 Contract, nor will such failure be a basis for claiming additional compensation. If Vendor suspects an error, omission, or discrepancy in this solicitation, or if Vendor has questions regarding the RFP, Vendor must notify Ms. Katherine Jessip, ADOC’s Single Point of Contact, **by 4:00 p.m. CST on February 22, 2021**, as provided in Sections 5.1.c and 5.7 of this RFP. The ADOC will issue written instructions, if appropriate, by March 5, 2021. The written responses will be posted to the ADOC website, at www.doc.alabama.gov.

1.4 Notice of Intent to Submit

Vendor shall submit a Notice of Intent to Submit Proposal and attached Confidentiality Agreement as provided in Attachment F. These forms should be delivered via email to Ms.

Katherine Jessip, ADOC's Single Point of Contact, by **4:00 pm CST on February 22, 2021**, and include in the subject line "RFP 2021-01: Therapeutic Educational Reentry Facility." Failure to do so will prohibit Vendor from receiving sensitive materials as requested during the question and answer period and may disqualify Vendor from participation.

1.5 Reservations

The ADOC reserves the following rights: (1) to reject all proposals; (2) to reject individual proposals for failure to meet any requirement; and (3) to waive minor defects. The ADOC may seek clarification of the proposal from Vendor at any time, and failure of the Vendor to respond is cause for rejection. Clarification is not an opportunity to change the proposal. The submission of a proposal confers on Vendor no right of selection or to a subsequent contract. This process is for the benefit of the ADOC only and is to provide the ADOC 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 the ADOC and made to favor the State.

1.6 Cost of Preparation

The ADOC is not responsible for, and will not pay any costs associated with, the preparation and submission of Vendor's proposal, regardless of whether or not Vendor is selected for negotiations. Any costs associated with any oral presentations to the ADOC will be the responsibility of Vendor and will in no way be charged to the ADOC.

1.7 Security

Vendor must provide a Proposal Guarantee payable to the State of Alabama consisting of a cashier's check, other type bank certified check (personal or company checks are not acceptable), money order, or surety bond issued by a company authorized to do business in the State of Alabama in the amount of two-hundred fifty thousand dollars (\$250,000.00) with the submitted proposal. By the time of the signing of a contract, Selected Vendor must also provide a Performance Guarantee in the amount of five million dollars (\$5,000,000.00) in the form of a bond or other form acceptable to the ADOC. This guarantee will be in force for the life of the contract. A breach of the contract by Selected Vendor will cause the performance guarantee to become payable to the State of Alabama. The ADOC will be the named recipient of the Performance Guarantee.

1.8 Vendor Contact

The ADOC will consider the person who signs Vendor's proposal the contact person for all matters pertaining to the proposal unless Vendor designates another person in writing.

1.9 Opening Date

Vendor proposals will be opened on **April 2, 2021, at 10:00 a.m.** at a virtual meeting by way of a Teams conference call. Only the names of Vendors who submitted proposals will be announced. No questions will be answered. Those wishing to attend the virtual meeting may do so by utilizing the following dial-in information: (334) 245-6099.

1.10 Evaluation and Selection

The ADOC will evaluate all proposals using the criteria outlined in Section 5.9, Evaluation Criteria, and make a recommendation to the Commissioner of the ADOC who will make the final selection.

1.11 Cost of the Contract

The total cost of the contract shall be a fixed fee as included in the proposal. The total price of the contract will include a per inmate, per day per diem rate based upon the level of programming provided, a daily services fee for inmates within ninety (90) days of his/her EOS, as well as an annual rental amount for vocational training and classroom space for adult education as set forth in this RFP.

1.12 Contract Negotiations

Selected Vendor may be required to enter into contract negotiations if the ADOC believes such is necessary or desirable. If an agreement cannot be reached to the satisfaction of the ADOC within thirty (30) days of notification of intent to negotiate, the ADOC may reject Selected Vendor's proposal or revoke the selection and begin negotiations with the next Selected Vendor.

1.13 Entire Agreement

The Contract shall include the provisions in this RFP and any addendum or attachments thereto and may include the relevant portions of the Selected Vendor's proposal that are expressly agreed upon and adopted by the ADOC. Any proposed changes, as well as the final contract, must be approved and signed by the appropriately authorized State and ADOC officials.

1.13 Communications

- a) From the date of receipt of notice of this RFP until a binding contractual agreement exists with Selected Vendor, or at such time as the ADOC rejects all proposals, informal communications shall cease. Informal communications shall include, but will not be limited to, requests or communications from any Vendor to any facility, division, or employee of the ADOC, with the exception of the ADOC's Single Point of Contact, for information, comments, or speculation.
- b) From the date of receipt of this RFP until a binding contractual agreement exists with Selected Vendor, or at such time as the ADOC rejects all proposals, all communications between the ADOC and the Vendors will be formal, as provided in this RFP or as requested by the ADOC. Formal Communications shall include, but will not be limited to:
 - 1) Written Requests for Clarification/Information, consistent with Sections 5.1.c and 5.7;
 - 2) Intention to Submit Proposal;
 - 3) Oral Presentations; or

- 4) Negotiations.
- c) All formal inquiries for information should be directed to the Single Point of Contact, Ms. Katherine Jessip, by email at katherine.jessip@doc.alabama.gov, and include in the subject line “RFP 2021-01: Therapeutic Educational Reentry Facility.”
- d) Failure to comply with this provision could result in disqualification of Vendor from continuing in this process.

This portion intentionally left blank.

SECTION II

GENERAL TERMS AND CONDITIONS

2.1 Proposal Conditions

- a) By signing a proposal, Vendor agrees to be bound by all terms and conditions of the RFP. Any exceptions to the specified terms and conditions must be clearly set forth within Vendor's proposal and are subject to the acceptance of the ADOC.
- b) All vendor proposals will remain firm and unaltered for ninety (90) days after the proposal due date shown or until the contract is fully executed with any Vendor, whichever is earlier. An exception to the criterion will be if the Vendor is engaged in contract negotiations, then that Vendor will be allowed to make proposal modification(s) only in accordance with a request by the ADOC.
- c) Vendor's provision of services must comply with the standards of the American Correctional Association (ACA), National Commission on Correctional Health Care (NCCHC), Alabama Department of Public Health (ADPH), the Americans with Disabilities Act (ADA), the Alabama Department of Mental Health (ADMH), the Alabama State Fire Marshal's Office, and other standards as may be defined in ADOC Administrative Regulations.
- d) If any requirement of the RFP exceeds the standards or requirements of the ACA, NCCHC, ADPH, ADA, ADMH, the Alabama State Fire Marshal's Office, or ADOC Administrative Regulations, the requirements of the RFP will prevail. Any exception to this requirement must be specified in the awarded contract, or through a subsequent written mutual agreement, and be signed by the authorized representative of Vendor and the ADOC.
- e) The State of Alabama may make such reasonable investigations as deemed proper and necessary to determine the ability of Vendor to perform the services, and Vendor shall furnish to the State all such information and data for this purpose as may be requested. The State further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Vendor fail to satisfy the State that such Vendor is properly qualified to carry out the obligations of the awarded contract and to provide the services contemplated therein. For the avoidance of doubt, this includes, but is not limited to, site tours of the proposed Facility(ies) to ensure compliance with the RFP.
- f) Vendors may be asked to submit further financial information to prove financial responsibility. Any such financial responsibility documents will be kept confidential if a "REDACTED" copy is also submitted, as provided in Section 5.2.c.5, unless otherwise required by law.
- g) Upon the award of, or the announcement of the decision to award, a contract, the ADOC will inform the Selected Vendor in writing.
- h) Only the final results of the ADOC Evaluation Committee may be considered public. Any work papers, individual evaluator or consultant comments, notes, or scores are not open.

The final results of the ADOC Evaluation Committee will not be publicly available until a final contract has received all necessary approvals.

- i) The ADOC reserves the right to modify the requirements of the RFP or the Contract by: (1) changing the operational requirements or time frames; (2) adding or deleting tasks to be performed or equipment to be provided; (3) adjusting the inmate populations; and/or (4) making any other modification deemed necessary by the ADOC.
- j) Any changes in Vendor's proposed program or pricing in response to an ADOC request, as provided in Section 2.1.i, are subject to acceptance by the ADOC. In the event price changes or proposed service changes in response to an ADOC request are not acceptable to the ADOC, Selected Vendor's pre-award status may be rescinded. At the option of the ADOC, another selection for pre-award may be made from the Vendors that submitted a proposal, or the ADOC may open the process to re-negotiations based upon the new specifications.
- k) Any alternate proposal submitted by Selected Vendor, which in the opinion of the ADOC best satisfies the ADOC's requirements, may be considered and substituted for Selected Vendor's initial proposal, either in whole or in part.
- l) Deadlines and other critical dates in this RFP have been provided in Attachment E. For any discrepancies between Attachment E and the dates included in this RFP, Attachment E will prevail. Failure to strictly adhere to these deadlines and other critical dates may result in disqualification of Vendor.

2.2 Contract Terms

- a) The Contract will be comprised of this RFP, relevant portions of the Selected Vendor's proposal that are expressly adopted by the ADOC, and any changes or modifications made during the negotiation process. The contract, including any attachments, will constitute the entire contract between Selected Vendor and the ADOC. The executed contract and any renewal thereof are subject to review and approval by the Contract Review Permanent Legislative Oversight Committee and the Governor of the State of Alabama. Modifications and waivers must be in writing and signed or approved by authorized representatives of Selected Vendor and the ADOC to be binding. Amendments or modifications may also be subject to review and approval, in accordance with State Law.
- b) No interpretation of any provision of the RFP or the Contract, including applicable specifications, is binding on the ADOC unless furnished or agreed to in writing by the ADOC.
- c) The length of the contract shall be two (2) years with three (3) mutually agreed upon one (1) year renewal options. The total contract, including any renewal, may not exceed five (5) years. If the commencement of performance is delayed because the ADOC does not execute the contract on the start date, the ADOC may change the start date, end date, and milestones to reflect the delayed execution.
- d) The ADOC will not be liable to pay Vendor for any supplies provided, services performed, or expenses paid related to the contract incurred prior to the beginning of, or after the ending of, the term of the contract.

- e) Selected Vendor will be responsible for the payment of any and all applicable state, county, municipal, and federal taxes, including sales tax, and any other taxes imposed by other governmental entities so authorized.
- f) Vendor covenants that it has disclosed to the ADOC, and agrees it is under a continuing obligation to disclose, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or that may conflict in any manner with Vendor's obligations under the Contract. Vendor covenants that it will not employ any person with a conflict to perform under the Contract. Vendor further covenants that no person has an interest in Vendor or in the contract that would violate Alabama law.
- g) A contract shall not be assignable by Vendor, in whole or in part, without the written consent of the ADOC. Any agreement to assign any portion of the Agreement shall not constitute a waiver by the ADOC to consent to any subsequent assignments.
- h) Selected Vendor shall be an independent contractor. Selected Vendor, its agents, sub-vendor(s), and employee(s) will not be considered to be agent(s), distributor(s), or representative(s) of the ADOC. Further, neither Selected Vendor nor any employees of Selected Vendor will be entitled to participate in any retirement or pension plan, group insurance program, or other programs designed to benefit employees of the ADOC or under the Alabama State Merit System Act.
- i) Selected Vendor, who executes the awarded contract for service, is contractually responsible for the total performance of the contract. Subcontracting may be allowable at the sole discretion of the ADOC, but it must be disclosed as a part of the proposal or otherwise approved in advance by the ADOC. Any approval by the ADOC of any subcontract or subcontractor shall not constitute a waiver by the ADOC to consent or approve any other subcontract or subcontractor. Any subcontract shall be subject to the following conditions:
 - 1) Any sub-vendor providing services required in the RFP or in the awarded contract will meet or exceed the requirements set forth in the RFP.
 - 2) The ADOC will not be bound to any terms and conditions included in any Vendor or sub-vendor documents. No conditions in sub-vendor documents in variance with, or in addition to, the requirements of the RFP or the awarded contract will in any way affect Selected Vendor's obligations under the contract resulting from this RFP.
- j) Selected Vendor will remain fully responsible for the negligent acts and omissions of its agents, employees, and/or sub-vendors in their performance of Selected Vendor's duties under the Contract. Selected Vendor represents that it will utilize the services of individuals skilled in the profession for which they will be used in performing services hereunder. In the event that the ADOC determines that any individual performing services for Selected Vendor is not providing such skilled services, the ADOC will promptly notify Selected Vendor and Selected Vendor will replace that individual.
- k) Selected Vendor, or its employees who perform services requiring a license or certification, will have and maintain said required licenses or certifications.

- l) If Selected Vendor is unable to secure or maintain individuals named in the contract to render the services set forth in the contract, Selected Vendor will not be relieved of its obligations to complete performance. The ADOC, however, will have the option to terminate the contract upon written notice to Selected Vendor.
- m) Upon request, Selected Vendor will meet with the ADOC for the purpose of reviewing Selected Vendor's performance under any Contract. Selected Vendor will be asked to explain deviations, discuss problems, and mutually agree upon a course of action to improve the execution of the Contract.
- n) Selected Vendor will consult with and keep the ADOC fully informed as to the progress of, all matters covered by the Contract. Selected Vendor will promptly furnish the ADOC with copies of all correspondence and documents prepared in connection with the services rendered under the Contract. Upon request, Selected Vendor will arrange, index, and deliver all correspondence and documents to the ADOC.
- o) All documents, materials, or data developed as a result of work under the Contract will be the property of the ADOC. The ADOC will have the right to use and reproduce any documents, materials, and data, including confidential information, used in or developed as a result of Selected Vendor's work under the awarded contract. The ADOC may use this information for its own purposes. Selected Vendor is required to have the rights to utilize any documents, materials, or data provided by Selected Vendor to fulfill requirements of the RFP. Selected Vendor will keep confidential all documents, materials, and data prepared or developed by Selected Vendor or supplied by the ADOC.
- p) Selected Vendor will supply all billings, records, evidence of services performed, or other documents as may be required for review and audit by the ADOC. Licensed materials, used as a part of fulfilling the requirements of the awarded contract, will be considered a trade secret to Licensors, provided that such materials are marked as confidential or in such a way that the ADOC can reasonably determine that they are licensed.
- q) Selected Vendor and its sub-vendors will maintain books and records related to the performance of the contract or subcontract and necessary to support amounts charged to the ADOC in accordance with applicable law, terms and conditions of the contract, and generally accepted accounting practices. Selected Vendor will maintain these books and records for a minimum of three (3) years after the completion of the contract, final payment, or completion of any contract audit or litigation, whichever is later. All books and records will be available for review or audit by the ADOC, its representatives, and other governmental entities with monitoring authority upon reasonable notice and during normal business hours. Selected Vendor agrees to cooperate fully with any such review or audit. If any audit indicates overpayment by the ADOC, Selected Vendor will immediately remit all amounts that may be due to the ADOC. Failure to maintain the books and records required by this Section will establish a presumption in favor of the ADOC for the recovery of any funds to the ADOC under the contract for which adequate books and records are not available to support the purported disbursement.

r) Billing

- 1) Vendor shall provide a monthly invoice utilizing one standardized format. All invoices shall begin on the first day of the month and end on the last day of the month. The invoice shall include the number of inmate days occupied by ADOC inmates and the programming/services provided.
 - 2) Vendor will not bill for any taxes unless a statement is attached to the bill identifying the tax and showing why it is legally chargeable to the ADOC. If it is determined that taxes are legally chargeable to the ADOC, the ADOC will pay the tax as required. State and federal tax exemption information is available upon request. The ADOC does not warrant that the interest component of any payment, including installment payments to Vendor, is exempt from income tax liability.
 - 3) Vendor will be in compliance with applicable tax requirements and will be current in payment of such taxes.
 - 4) Payments delayed by the ADOC at the beginning of the fiscal year because of the appropriation process will not be considered a breach. While the State has not historically delayed payments at the beginning of the fiscal year, such a circumstance will not constitute a breach by the ADOC.
 - 5) The ADOC will not be liable to pay Vendor for any supplies provided, services performed, or expenses for the supplies and services, subject on the contract, incurred prior to the beginning of, or after the end of, the term of the contract.
 - 6) Payments will be made to conform to State fiscal year requirements notwithstanding any contrary provision in the Contract or order. This may include prorating payments that extend beyond the end of the fiscal year for the ADOC.
 - 7) Venders must be registered in the State of Alabama Accounting System (STAARS) to receive payment. If you are not registered in the State of Alabama Vendor Self Service (VSS) web site, <https://procurement.staars.alabama.gov>, it is recommended that you register your company.
- s) If any term or condition of the contract is declared void, unenforceable, or against public policy, that term or condition will be ignored and will not affect the remaining terms and conditions of any Contract, and such contract will be interpreted as far as possible to give effect to the parties' intent.
- t) Changes can be made to any contract in any of the following ways:
- 1) The parties may agree in writing to modify the scope of the contract. An increase in the price or extension of time of the contract resulting from such modification or extension shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract and subject to the process set forth in Section 2.2.a.
 - 2) The ADOC may order changes within the general scope of the contract at any time by written notice to Selected Vendor. Changes within the scope of the contract include, but

are not limited to, modification of the services or programs offered. Selected Vendor shall comply with the notice upon receipt. Selected Vendor shall be allowed to adjust pricing to compensate for any additional costs or savings incurred as the result of such order. Said compensation shall be determined by mutual agreement of the parties in writing and may be subject to the provisions of Section 2.2.a.

- u) 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 11, Section 213, of the Constitution of Alabama 1901, as amended by Amendment No. 26.
- v) The ADOC intends to have a schedule of liquidated damages for failure to perform as required. This schedule shall be negotiated with the successful Vendor(s).
- w) Any dispute arising under, or relating to, the awarded contract that cannot be informally resolved by the parties will be made in writing and presented to the ADOC for a written decision. The ADOC will issue a written decision on the dispute within thirty (30) days. In the event of any conflict between Vendor and the requirements of the RFP, the provisions of the contract will control. Vendor will proceed diligently with performance of the awarded contract pending final resolution of any request for relief or adjustment, or any dispute or appeal, and will comply with any direction of the ADOC pending such final resolution.
- x) Should the parties still not be able to resolve the matter in accordance with Section 2.2.w, above, the following provisions shall apply. For any and all monetary disputes arising under the terms of this RFP or the Contract, the Selected Vendor's sole remedy is to file a claim with the Board of Adjustments for the State of Alabama. For any and all other disputes, the parties hereto agree, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation.
- y) The ADOC may terminate any contract resulting from this RFP without penalty to the ADOC, or further payment required, in the event of:
 - 1) Any breach of the contract that, if susceptible of being cured, is not cured within fifteen (15) days of the ADOC giving notice of breach to Selected Vendor including, but not limited to, failure of Selected Vendor to maintain covenants, representations, warranties, certifications, bonds, and insurance;
 - 2) Commencement of a proceeding by or against Selected Vendor under the United States Bankruptcy Code or similar law, or any action by Selected Vendor to dissolve, merge, or liquidate;
 - 3) Material misrepresentation or falsification of any information provided by Vendor in the course of any dealing between the ADOC and Vendor or between Vendor and any State agency, to include information provided in Vendor's proposal;
 - 4) For the unavailability of funds appropriated or available to the ADOC. The ADOC will use its best efforts to secure sufficient appropriations to fund the awarded contract. However, obligations of the ADOC hereunder will cease immediately, without penalty or further payment being required, if the Alabama Legislature fails to make an appropriation sufficient to pay such obligation. The ADOC will determine whether amounts

appropriated are sufficient. The ADOC will give Selected Vendor notice of insufficient funding as soon as practicable after the ADOC becomes aware of the insufficiency. Selected Vendor's obligation to perform will cease upon receipt of the notice; and,

- 5) For convenience of the ADOC.
- z) Should Selected Vendor at any time during the course of a Contract: (1) fail to perform the services according to the specifications required in the RFP; (2) fail in any respect to perform the service requirements of the RFP with promptness and diligence; or (3) fail in the performance of any agreement contained in the awarded contract, the ADOC will have the option, after ninety-six (96) hours written notice to Selected Vendor by registered mail, return receipt requested, to Vendor's point of contact, to take any one or more of the following actions:
 - 1) Withhold any monies then or next due to Selected Vendor;
 - 2) Provide such materials, supplies, equipment, and labor as may be necessary to complete said work and bring the rendition of the services up to the specification and standards required in the RFP or awarded contract and pay for same. Selected Vendor will immediately remit the amount so paid upon presentation of documentation from the ADOC; or
 - 3) Terminate the contract, consistent with Sections 2.2.y and 2.2.aa.
- aa) The ADOC reserves the right to cancel and terminate any Contract, in part or in whole, without penalty, upon ninety (90) days written notice to Selected Vendor. Any contract cancellation notice shall not relieve Selected Vendor of the obligation to return any and all documents or data provided or generated as a result of this RFP.
- bb) If the ADOC terminates for convenience, the ADOC will pay Selected Vendor for services satisfactorily provided and for authorized expenses incurred up to the time of termination.
- cc) Any notice given to the ADOC under the Contract will be submitted in a timely manner. Notices will be mailed to the Alabama Department of Corrections, Attn: General Counsel, 301 South Ripley Street, Montgomery, Alabama 36104, or P.O. Box 301501, Montgomery, Alabama 36130. Notices to Selected Vendor will be mailed to the address shown in its submitted proposal, unless otherwise specified in the Contract. Notices will be sent by registered mailed, return receipt requested.
- dd) Parties agree to fully cooperate with one another for the successful pursuit of their respective and mutual interests. Parties will share information and provide timely notification to one another in the event of a claim against either party. There will be no settlement of any claim arising out of the performance of the Contract by Selected Vendor without consultation of the ADOC.

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SECTION III

STATEMENT OF WORK

Introduction

Under the Contract, it is expected that Vendor will supervise Alabama inmates in one or more Therapeutic Education Reentry Facility(ies) aimed at providing gender-responsive care, supervision, programming, and treatment including, but not limited to: furnishing of subsistence and access to all necessary medical care; providing for their physical needs; making appropriate gender-responsive, evidence-based programs of training and treatment that are consistent with individual needs based upon a validated risk and needs instrument; providing reentry programming and services; retaining the inmates in safe, supervised custody; maintaining proper discipline and control; making certain that sentences and orders of the committing court in the State of Alabama are faithfully executed; providing the same access to the courts as those inmates of the State; and, otherwise complying with applicable law. **The Facility should be fully operational and ready for occupancy by no later than October 1, 2021**, unless specifically agreed otherwise in the Contract. Detailed expectations are listed below.

3.1 Administration

- a) The Facility and its correctional services shall be managed by a single executive officer employed by Vendor. Vendor shall set forth the minimum qualifications for the position in its proposal. If known, Vendor shall identify its proposed facility administrator and include that individual's resume. The ADOC shall have the right to reject any person proposed as facility administrator(s). To the extent that Vendor proposes the use of more than one (1) facility, each facility should be under the leadership of one (1) individual, who will report to a single executive officer, who will serve as the liaison to the ADOC.

- b) As part of its proposal, Vendor shall describe the procedures and/or mechanisms that will be used by Vendor to monitor operation of the Facility and adherence to Standards of this RFP or the Contract.

3.2 Facility or Facilities Requirements

In responding to this Section, Vendor shall identify and describe Vendor's Facility. Vendor should also provide construction drawings sufficient to satisfy the following minimum criteria. For security purposes, any and all drawings should be marked "CONFIDENTIAL" in accordance with Section 5.2.c.3.

- a) Facility shall be suitable for housing medium custody (security Level IV) and lower custody inmates in a safe and secure manner. At a minimum, this should include:
 - i. Housing type: dormitory-style housing consistent with ADOC regulations.
 - ii. Perimeter security fence: 12' high double fence including razor ribbon and with perimeter intrusion detection system. The perimeter security fence must be in compliance with ADOC Administrative Regulations and state law.
 - iii. Extensive outdoor recreation space split into two or more areas.

- iv. Typical construction: Pre-engineered metal buildings with CMU exterior or precast concrete buildings, or a combination of both.
 - v. Building Areas must include, but not be limited to: Canteen and Canteen Storage, Control Rooms, Counselors, Dormitories, Food Service, Exterior Tower, Library, Medical (ward area, treatment space, and pharmacy), Recreation, Tool Storage/Maintenance Building, Chapel, Visitation Area, Laundry, Classrooms, and Administration Space.
- b) Facility shall be located in the State of Alabama.
 - c) Facility shall be in compliance with Americans with Disability Act (ADA) standards including, without limitation, the availability of programming as required by law.
 - d) Facility shall provide sufficient space to accommodate the programming, treatment, and educational needs of the population as contemplated by Section 3.8. The Vendor's proposal shall describe in detail the methodology that will be used to satisfy this requirement.
 - e) Each facility shall provide space to accommodate health and mental health services as contemplated by Section 3.18.
 - f) As required by Alabama Code Section 14-3-40, male and female inmates participating in the program shall be housed and programmed in separate units within the Facility.

3.3 General Requirements

- a) Vendor must be able to provide all the services outlined in the RFP. Vendor shall maintain all credentials necessary for program delivery.
- b) Vendor shall operate the Facility in accordance with local, state, and federal laws as well as ADOC Policies and Procedures. Vendor's provision of services must comply with the standards of the ACA, NCCHC, ADPH, ADMH, the Alabama State Fire Marshal's Office, and other standards as may be defined in the Policies and Procedures of the ADOC. Vendor must be accredited by the ACA and comply in all respects with the ADA.

3.4 Programming – Eligibility and Placement Processes

3.4.1 Inmate Eligibility Requirements (as determined by the ADOC)

- a) The target population for this Facility(ies) will be male and female inmates under the supervision and custody of the ADOC.
- b) Pursuant to ADOC Administrative Regulation 613, *Mental Health Coding and Tracking of Inmates*, and ADOC Administrative Regulation 700 – referencing: Office of Health Services (OHS) Division policy A-8 *Healthcare Coding of Inmates*, only inmates coded MH-A and MH-B, excluding those with a diagnosis of Serious Mental Illness (“SMI”),

and HC-1 and HC-2 are eligible to participate in the Therapeutic Education Reentry Program. Note, however, that HC-3 inmates (those on a current medical hold) may also participate in the program if so designated after the arrival at the Facility.

- c) The ADOC will identify and transfer inmates to the Facility based on bed availability and prioritization of treatment and programming needs among the population, as determined by validated risk and needs assessment tools or by EOS date. The ADOC will monitor the list of approved inmates and schedule transfers as beds become available. The ADOC will maintain open communication with the Vendor concerning bed and date availability to assure best placements. Available information for each inmate transferred to the facility will contain information including, but not limited to:
 - i. Institutional Information: sentencing information, timesheet, institutional summary; disciplinary actions;
 - ii. Assessments completed prior to arrival at the Facility, as appropriate, to ensure sound communication flow to enhance the continuity of treatment and programming;
 - iii. Diagnostic and medical/dental/psychiatric records; and
 - iv. Such additional available information as may be deemed necessary by the ADOC.

- d) The ADOC does not guarantee any actual number of inmates will be placed at the Facility in any classification. The populations are:
 - i. Transitioning Inmates - Up to six hundred (600) beds are anticipated to be dedicated to medium security male inmates that have been identified as “transitioning” as determined by the validated risk needs assessment or EOS as set forth in Sections 3.4.1.c and 3.4.2.a. of this RFP. Of these, up to 120 beds may be allocated for female inmates. There is no designated length for this population.
 - ii. Program Inmates - Up to four hundred (400) beds are anticipated to be dedicated to medium security male inmates that have been identified as appropriate for programming as determined by the validated risk needs assessments as set forth in Sections 3.4.1.c and 3.4.2.a of this RFP. The ADOC reserves the right, during the course of the contract, to re-designate fifty (50) of these beds as female beds.

- e) The inmate populations are estimates only and are subject to change based upon the overall ADOC inmate population and/or the ADOC’s needs. In the event of a change in population mix, the ADOC shall give reasonable notice.

3.4.2 Referral and Placement Process (to be conducted by Vendor)

a) Inmate Assessment(s):

- 1) At a minimum, Vendor shall ensure that appropriate number of qualified staff have been certified in the administration and utilization of the Ohio Risk and Needs Assessment System (ORAS) tools for males and the Women’s Risk and Needs Assessment (WRNA) system for females.

- 2) Upon placement of an inmate at the Facility, Vendor shall conduct all necessary assessments, to include gender-responsive assessments, and screening, including, but not limited to, the Ohio Risk Assessment (ORAS) for male inmates and the Women's Risk Needs Assessment (WRNA) for female inmates. Other appropriate assessment tools and techniques designed to address an inmate's risk and needs shall also be utilized. The education provider described in this RFP will simultaneously utilize appropriate assessment techniques to identify educational and vocational needs. Other assessment instruments (including, but not limited to, substance abuse assessment(s), anger management, and/or stress assessments) will be utilized as designated by the ADOC Office of Health Services.
- 3) Assessment(s) should be administered within three (3) business days (excluding weekends and official state/federal holidays) of arrival at the facility. This assessment(s) timeframe will be adjusted for the initial assignment of inmates at the beginning of the contract period to allow vendor time to complete such assessments. The ADOC, education provider, contracted medical provider, and Vendor will work together to identify a reasonable period for this one-time exclusion.
- 4) To measure treatment outcomes, pre and post-testing should be implemented as appropriate. Upon completion of the program, inmates should once again be administered assessments to note treatment and program effectiveness consistent with the current standards of care. All measurement tools and assessments utilized by the Vendor shall be evidence based and pre-approved by the OHS Director of Mental Health Services.
- 5) Vendor shall fully describe in the proposal any additional screening and assessments which shall be conducted; circumstances which indicate additional screening or assessments as necessary; and the assessment, programming, and case management staffing being proposed.

b) Case Management Services:

- 1) Upon arrival at the Facility, each inmate shall be assigned a qualified case manager who shall conduct basic case management activities. The case manager shall expand the individual case plan, based on additional assessments, within three (3) working days of the inmate's arrival. An active programming schedule must begin no later than five (5) calendar days after an inmate's arrival at the Facility.
- 2) Case management activities shall include gender-responsive programming to address risk and needs while at the Facility. Individual case plans shall address all required services/programming, including reentry services, within allowed time frames and should prioritize programming for the highest need on the caseload management model, when a risk/needs evaluation determines that multiple programming tracks are advisable. Within thirty (30) days of anticipated release from the program, a discharge planning session will be held with the case manager and other relevant staff to refine the discharge or reentry plan.

- 3) Case management ratios should not exceed 1 (one) staff member to seventy-five (75) inmates. From time to time, ADOC and Selected Vendor may reevaluate and adjust the case management ratio as needed.
 - 4) **The proposal shall describe how case management services will be provided.**
- c) As approved by the ADOC, Vendor can request removal of inmates from the Facility for the following reasons to include, but not limited to, medically unfit, refusal to participate in the program, failure to meet eligibility criteria, offender behavior, or failure to progress satisfactorily.

3.5 Intensive Cognitive and Substance Abuse Programming

The Intensive Cognitive and Substance Abuse (“ICSA”) programming will increase the level of accountability and reduce prison overcrowding while providing an increased level of community protection and inmate supervision.

- a) The ICSA program goals are to:
 - 1) Increase the provision of services for ADOC inmates identified as having a history of substance abuse;
 - 2) Reduce the number of substance-abusing inmates that return to prison;
 - 3) Reduce prison crowding by transitioning inmates from medium security to minimum security institutions or Work Release / Community Work Centers; and
 - 4) Reinforce supervision strategies and community safety.
- b) The ISCA Program Objectives, and all treatment and programming objectives provided by the vendor, are to:
 - 1) Provide inmates with increased programming and/or services to address the dynamic domains of a validated risk/needs instrument while incarcerated;
 - 2) Provide inmates with intense programming in a structured environment;
 - 3) Provide evidence-based programming to address the dynamic criminogenic domains of a validated risk/needs instrument; and
 - 4) Provide inmates with specialized job training, along with related “soft skills” to enhance future success.

3.6 General Substance Abuse Programming Approach

Vendor must implement and operate a secure, intensive, gender-based substance abuse and cognitive-based programming Facility for inmates under the custody of the ADOC using evidence-based programming.

3.7 Habilitation / Rehabilitation Programming

a) General Requirements:

- 1) Vendor shall describe, in a detailed narrative, the gender-based habilitation/rehabilitation programs that it shall provide to inmates at the Facility. Programs shall include: cognitive behavioral programs to include cognitive restructuring and cognitive skill building; living skills; and substance-abuse programming. Proposed changes shall be communicated through the Contract Monitor and supported by a detailed narrative describing best practices supported by research.
- 2) Vendor must provide comprehensive, behaviorally oriented, substance-use-disorder programming using evidence-based programming. Specific programs shall be designed to develop skills leading to reduced recidivism once the inmate is returned to the community.
- 3) Based upon outcome of assessments, inmates shall complete all ISCA programming as outlined in their case plans. The timeframe to complete the items outlined in the inmate's case plan will depend on the needs of an individual inmate to complete necessary program goals through a combination of programs, services and activities, and ultimately their individual abilities. Programming shall include and address, at a minimum: cognitive behavioral issues; substance abuse issues and relapse prevention; life skills; reality-based therapy; family and social support, to include family reunification and social bonds; reentry; criminal lifestyles and thinking; anger management; domestic violence; and educational and vocational programming. The participation in each of these endeavors will be assessment and case plan driven.
- 4) Vendor must describe a daily plan of activities in its proposal, to include accounting for every minute of an inmate's day from the time an inmate awakes in the morning until the time he/she goes to bed at night. The ADOC shall require a minimum of eight (8) hours of programming (EBP and activity) per day, five (5) days a week, Monday through Friday. No more than two (2) of the eight (8) daily hours may be dedicated to process and support groups. Vendor shall be required to provide structured activities eight (8) hours per day on the weekends. Vendor shall indicate how the remaining time shall be structured to reinforce and support the general health and wellbeing of the inmates.
- 5) All program materials (such as videos, facilitation and participation handbooks, and resource and support materials) used by Vendor shall be reviewed and approved by the ADOC. Vendor shall be responsible for providing and paying for all programming materials, with the exception of those materials needed to provide the educational and vocational services outlined in Section 3.8.
- 6) The ADOC reserves the right to change required programming at any time during the life of the Contract. The ADOC will notify Vendor of changes in writing, and a sixty (60) day window from the time that Vendor receives the notification to the time that new programs must be up and running shall be permitted. If programs change materially, the ADOC and Vendor shall negotiate a new Per Diem Rate in accordance with the Compensation clause. Vendor shall initiate the negotiation by proposing a

new Per Diem in writing to the ADOC. In this case, new programming shall not begin until sixty (60) days after negotiations have been finalized, and an official amendment to the contract has been executed and approved by all requisite governmental officials. See Section 2.2 of this RFP.

- 7) **Vendor shall provide, with the proposal, a Master Schedule outlining how it shall deliver all of the programming and support services as described in this RFP.**
- 8) The proposal must contain a description of how an atmosphere conducive to programming effectiveness shall be provided.

b) Duration

- 1) Actual time spent in programming shall vary according to individual needs, assessment results, case plan, including the dosage and prioritization of programming, and competency-based exit criteria. **Vendor must present a proposal that includes a phased program (to include Admission, Treatment, and Transition).**
- 2) Upon an inmate's successful completion of programming, as identified in the case plan, Vendor shall notify the ADOC to initiate the transition / re-classification process. The Vendor's proposal should describe the method of relaying this information to the ADOC Classification Division, who will evaluate the outcome as appropriate.

3.8 Educational and Vocational Services

Educational and vocational training at the Facility shall be provided by the Alabama Community College System ("ACCS") in full cooperation with Vendor such that all educational and vocational training shall complement and work with Vendor's therapeutic model. To ensure a seamless integration of therapy and training, Vendor shall be responsible for the in-service training of those ACCS employees who will be providing educational services at the Facility. Vendor will work in concert with the ACCS during the intake, assessment, and case management phases (RFP Section 3.4.2) to determine the general educational and vocational training needs of designated inmates. This shall be accomplished through assessment with generally accepted interest and aptitude assessment tools approved by the ACCS. The results of this evaluation will direct the programming of a designated inmate and shall be integrated into the programming requirements of the inmate during the later phase of his/her therapeutic training. This educational program must integrate with and re-enforce the processes and training provided during Vendor's therapeutic processes.

a) Vocational Skills Training and Assessment

The ACCS will provide vocational skills assessment and training to designated inmates during their assignment to the Facility. This shall require Vendor to provide, as part of its cost consideration, the cost of providing security services and space for delivery of training programs. Vendor shall include a rental reimbursement requirement for space provided for vocational training. The ACCS or its representative College shall be responsible to pay rental, to include the cost of security personnel, equipment and

utilities, for the space used for vocational training. During the term of the awarded contract, however, if the ACCS is not the sole occupier of the space, the rental charge will be amended to reflect its actual use of the space. A minimum of 19,000 square feet of space shall be available for vocational training.

b) General Education

The ACCS, or its representative College, shall provide and be responsible for all costs associated with the assessment phase and the delivery phase of the required adult basic skills, adult secondary education, and GED preparation as determined for each designated inmate. As part of the Master Schedule provided in the response to this RFP, Vendor shall indicate the educational scheduling needs of its therapeutic model. All equipment and computer labs will be the responsibility of the ACCS. Vendor's cost proposal must include the square footage allotted for those services and all anticipated charges for classroom space rental, to include security personnel and utilities. During the term of the awarded contract, however, if the ACCS is not the sole occupier of the space, the rental charge will be amended to reflect its actual use of the space. A minimum of 18,500 square feet of space shall be available for classroom space.

c) Soft Skills Training and Workforce Readiness

The Alabama Community College System's Education Provider will provide eligible inmates with soft skills training in preparation for job placement. Soft skills are interpersonal skills that characterize how individuals interact in the workplace. Soft Skills are sought after by business and industry and leads to employee success in the workplace.

The Education Provider may elect to utilize Ready-to-Work and/or an alternative training program option to ensure participant success.

3.9 Reentry Services

Inmates housed at the facility(ies) who are within three (3) months of his or her end-of-sentence date shall be provided with reentry services.

a) The Reentry Service goals are to:

- 1) Increase the number of inmates that receive programming and education to facilitate successful reentry into the community;
- 2) Provide access to basic services needed to assist in a successful transition into the community;
- 3) Reduce prison crowding and recidivism by transitioning inmates to productive members of society; and
- 4) Reinforce community safety.

b) The Reentry Service objectives are to:

- 1) Provide inmates with increased programming and/or services to address the dynamic domains of a validated risk/needs instrument while they transition from incarceration to reentry, and
 - 2) Provide access to resources and services needed to secure employment and basic needs upon release.
- c) General Requirements:
- 1) Vendor shall provide eligible inmates with life management skills programming designed to facilitate an inmate's transition to the free-world work environment.
 - 2) Vendor's proposed curriculum should include research/evidence-based reentry services including, but not limited to:
 - i. Programs that help inmates develop problem-solving skills for successful re-integration into the community;
 - ii. Programs that address the underlying psychological development, trauma, and addiction to target substance use disorders, if necessary;
 - iii. Programs that address past trauma and/or PTSD, if necessary;
 - iv. Programs that include twelve-step groups, such as Alcoholics Anonymous and Narcotics Anonymous, secular twelve-step groups, and alternative support groups, if necessary;
 - v. Programs that address violence and/or aggressive behavior;
 - vi. Programs that focus on healthy relationships, family reunification, and/or parenting skills; and
 - vii. Programs that help the inmate build support systems through community resources.
 - 3) Vendor shall describe, in a detailed narrative, the research, evidence, and gender-based reentry programs that it shall provide to inmates at the Facility. Changes shall be communicated through the Contract Monitor.
 - 4) Vendor shall establish relationships with community groups and governmental and non-governmental entities to provide services necessary for the successful reentry into society. These services include, but are not limited to, assistance obtaining all such documents that are required for employment pursuant to federal law as established by U.S. Citizenship and Immigration Services; job placement; housing; medical and mental healthcare upon release; food banks; clothing thrift stores; and positive support systems in the community. Refer to Attachment C for additional examples.
 - 5) Vendor shall also fully describe the method of "in-reach" that will be accomplished to enhance the goal of transitioning seamlessly to the community.

3.10 Offender Drug Testing

- a) Required drug testing shall be conducted as follows:

1. All inmates shall be tested upon admission.
 2. A minimum of ten percent (10%) of the population shall be randomly selected for testing each week.
 3. An inmate may be tested for cause based on an inmate's unusual behavior or other pertinent factors.
 4. At a minimum the test shall screen for the following substances: Ethyl Glucuronide, Heroin, Fentanyl, Oxycodone, Opiates, Benzodiazepines, Bath salts, methamphetamine, amphetamine, cocaine, and THC.
 5. Test kits shall consist of test cups with the following minimum standards:
 - i. Clia Waived, FDA 510K, Health Canada II & III
 - ii. 99% accuracy, USA Made strips and reagents
 - iii. Immediate Rapid Results: Read Negatives within 1 minute, positives in 5 minutes
 - iv. Easy to read strips with definitive lines
 - v. 40+ Drug Test options
 - vi. 24 Month Shelf Life from Date of manufacture
 - vii. Results Remain Valid for up to 1 Hour
 - viii. Built in Celsius/ Fahrenheit Temp Strip.
- b) All positive samples shall be sent to an off-site accredited laboratory for quantitative confirmation using gas chromatography/mass spectrometry (GC/MS) testing. Positive test results shall be reported to the Contract Monitor immediately for action.
- c) The expenses for testing kits and laboratory subcontractor services shall be borne by the Vendor.
- d) **Vendor shall describe, in a detailed narrative, its proposed drug testing program and the methods used to prevent and detect sample adulteration.**

3.11 Personnel and Training

- a) Vendor shall be responsible for providing adequate staffing addressing the administrative, program, maintenance, and security needs of the Facility. **A minimum staffing plan shall be provided as part of its proposal.**
- b) Vendor must establish employee drug testing policies and procedures. **A copy should be provided as part of the Proposal.**
- c) **Proposals shall include job descriptions and qualifications for all positions.**
- d) Proposals shall describe all employee training. **Proposals shall include detailed training curricula that differentiate between training provided to different classes of**

employees (e.g. security, clerical). State approval of firearms training is required. Proposals shall describe the number of firearm posts and the training provided to persons assigned to carry weapons. All employees shall receive training in compliance with the Prison Rape Elimination Act (“PREA”).

- e) Proposals shall identify all Correctional Services that Vendor intends to subcontract and the name of the sub-Vendor, if known.
- f) Vendor should take efforts to establish for a labor force that reflects the demographic diversity of the State and the local area in which the Facility is located.

3.12 Security and Control

- a) Proposals shall contain post orders from Vendor’s facility or Most Comparable Facility (MCF) for the control center and one housing unit security post.
- b) Proposals shall describe how Vendor will provide staffing in the event of sick-outs, work stoppages, or strikes.
- c) Proposals shall describe how Vendor intends to respond to escapes from the Facility. Vendor shall exercise its best efforts to prevent escapes from the Facility. Vendor shall immediately notify local law enforcement agencies and the Contract Monitor upon discovery of an unauthorized absence or escape. Vendor shall be responsible for returning inmates captured at its expense. Vendor will be responsible for health care expenses incurred while an inmate is on escape status. Vendor shall bear all costs of any escape or disturbance requiring the assistance of local law enforcement agencies, state law enforcement agencies, or the ADOC, including legal costs of extradition.
- d) Proposals should include policies from Vendor’s Facility or MCF for:
 - 1) Dealing with inmate disturbances, hostage taking, and escape;
 - 2) Use of restrictive housing cells;
 - 3) Evacuations due to fire, chemical spills, or natural disaster;
 - 4) Suicide Prevention; and
 - 5) Use of force.
- e) Vendor shall provide security at all times for inmates assigned to its custody. This shall include time away from the Facility to include, but not be limited to, transportation, court appearances, family emergency visits, and off-site medical appointments.
- f) Vendor will be required to be able to respond to emergencies and to have trained personnel. Vendor and its employees shall meet all requirements set forth by federal, state, or local law, for the carrying and use of weapons. Vendor shall develop and implement mutual aid agreements with local law enforcement agencies, the Fire

Department, Ambulance/Rescue Services, State Highway Patrol, National Guard, and other entities as deemed appropriate to assist in emergency response efforts.

- g) Vendor's policies shall be gender responsive. To the extent that Vendor will house female inmates, Vendor's policies must comport with ADOC requirements for women.

3.13 Classification

The ADOC shall only send, and Vendor shall only be required to receive, medium or lesser custody inmates in accordance with the ADOC's classification system. If Vendor has statutory or other limitations on the classification or type of inmate, this will need to be addressed in its response to this RFP.

3.14 Safety and Emergency Procedures

Vendor will develop procedures, including housing of the inmates for beds lost, to provide for emergencies such as labor disputes, riots, fire, and natural disasters. This plan shall include areas of rescue assistance as required by the ADA.

3.15 Life Safety Code

Vendor shall operate and maintain the Facility in condition so as to comply with all applicable local and state fire and health codes, as well as to comply with Life Safety Codes, the ADA, and building and occupancy codes.

3.16 Meeting Areas

Vendor will provide adequate facilities for meetings and hearings with ADOC authorities, including the Pardons and Paroles Board and legal representatives of prisoners. Vendor shall provide telephonic or video access for such hearings before the parole authority of the State.

3.17 Sanitation/Hygiene/Accommodations

Vendor will implement policies and procedures in conformity with the Standards to ensure that Vendor meets applicable sanitation, hygiene, and health Standards.

3.18 Medical and Mental Health Services

The ADOC will be responsible, by means of the ADOC contracted medical and mental health services vendor, for the provision of all routine and basic on-site medical and mental health care. Vendor will, however, cooperate with the ADOC and any medical and mental health care contractors retained by the ADOC and facilitate their ability to provide medical and mental health care services to the ADOC inmates at the Facility. (Please note, the staffing levels described herein would be applicable to each Facility under this RFP.)

Routine and basic on-site medical care needs of the inmates shall include, but not be limited to: twenty-four (24) hour on-site nursing care managed by a registered nurse; twenty-four (24) hour

on-call physician coverage; regularly scheduled sick-call Monday through Friday, with access to as needed; and emergency sick call on weekends and holidays. The medical staffing coverage includes: one (1) physician and/or Certified Nurse Practitioner (“CRNP”), Registered Nurse, Health Services Administrator, Administrative Assistant, and Medical Records Clerk, and Licensed Practical Nurses (“LPNs”). Depending on the proximity of the proposed Facility and a major ADOC facility, a part-time Dentist, Dental Assistant, and Dental Hygienist may also need to be accommodated. Inmates with chronic health conditions including, but not limited to, hypertension, asthma, and diabetes will be scheduled to see a physician on-site every ninety (90) days to one hundred eighty (180) days according to the determination of the medical provider for medication and treatment evaluations.

Routine and basic on-site mental health care needs of the inmates shall include, but not be limited to twenty-four (24) hour on-call mental health provider coverage. The mental health staffing coverage includes: a part-time CRNP, two (2) full time Mental Health Professionals, and/or a full-time Mental Health Nurse. Inmates with a mental health code of MH-A and MH-B, excluding the SMI diagnosis, will be scheduled to see a mental health provider a minimum of every ninety (90) days for mental health medication and treatment evaluations.

- a) Vendor will implement a medical co-pay procedure in accordance with ADOC Policy and Procedure.
- b) Security services for authorized outpatient/diagnostic/specialty care delivered off-facility will be the responsibility of the ADOC. During any period, the inmate is in the custody of Vendor and is housed in a local, private hospital, the ADOC will provide security services. In the case where an emergency transport is required, Vendor is responsible for security until such time as it is relieved by the ADOC.
- b) The ADOC medical records, or a copy thereof, will be transferred with the inmate to Vendor’s facility. Upon the return of an inmate to an ADOC facility, the inmate’s ADOC medical records originally sent and a complete copy of all medical records generated during incarceration at the Facility will be provided to the ADOC health services personnel.

Medical records will be considered confidential. Vendor will ensure specific compliance with laws and standards regarding confidentiality, informed consent, and access/disclosure including, but not limited to, HIPPA.

Procedures will be instituted for the receipt and filing of all outside consults, emergency room visits, and inpatient hospitalizations. Vendor will comply with the Alabama State statute regarding retention of health records. All medical records, including x-ray films, are the property of the State of Alabama.

- c) ADOC Office of Health Services personnel will conduct an audit and inspection of the Facility health services unit as required. The ADOC OHS Regional Clinical Manager for the Northern Region will be Vendor’s contact person for all healthcare and systems issues that cannot be resolved at the Facility level.

- d) In order to allow for the provision of medical care to the ADOC inmates housed at the Facility, Vendor will provide the ADOC medical services provider with the following: office space; clinic space, to include patient exam rooms for both medical and mental health; pharmacy storage; nursing station or work area; patient interview and waiting area; medical records area for easy storage and retrieval; storage area for bio-hazardous waste; and staff restrooms and break area. The actual square footage proposed, as well as a site layout, shall be included in Vendor's proposal. Depending upon the proximity of the proposed Facility and a major ADOC facility, additional space for a dental suite, to include access to running water and space for a dental chair, may also be required.

The provision of telephones, voice mail, secure internet connection, and/or dedicated communication lines for the Medical Clinic will be provided by Vendor and limited to the local area. Cost associated with long distance services will be billable to the ADOC medical services provider.

The ADOC and/or the medical services provider will supply medical equipment utilized in the daily medical examination and care of inmates. Vendor will ensure proper storage space for any medical equipment and supplies at the Facility at the commencement of, and for the entire term of, any contract resulting from this RFP. At the conclusion of any Contract, Vendor will return to the ADOC all remaining supplies as well as all such equipment, to include any new and/or purchased equipment, in good state of repair and working order.

3.19 Food Service

Vendor shall provide food service for all inmates in compliance with ADOC Administrative Regulation #701 (Food Service Administration) with consultation from the OHS Director of Nutrition Services. At a minimum, the food service operation shall provide a meal schedule, special diets meeting medical or religious requirements, and three (meals) (at least one (1) of which must be hot), served at regular times during each twenty-four (24) hour period with no more than fourteen (14) hours between the evening meal and breakfast. Vendor may propose alternative schedules for weekends and holidays, subject to the approval of the OHS Director of Nutrition Services.

3.20 Delivery of Inmate / Property / Inmate Files

Individual transports, if required by the ADOC, will be performed by the ADOC or by a transport agent selected, and paid for, by the ADOC.

3.21 Laundry

Vendor shall provide full time inmate laundry services.

3.22 Inmate Commissary

Vendor will provide a commissary for inmates that contains items similar to the ADOC's facilities. It shall be permissible to deny an inmate access to the commissary for disciplinary or medical reasons. Vendor will pay the ADOC thirty-three (33) percent of the gross receipts from the commissary.

3.23 Mail

Vendor shall handle and provide delivery of inmate Mail and correspondence in accordance with the ADOC policy. For outgoing Legal Mail only, inmates will be provided two (2) free stamps per week. A separate box shall be designated for outgoing "Legal Mail."

3.24 Telephones

Vendor shall provide a comprehensive communications system to inmates. This shall include, at a minimum, an inmate telephone system, video visitation, and personal education devices. In no event shall inmates or the recipients be required to pay more for these services than inmates assigned to an ADOC facility.

3.25 Religious Services

Vendor shall provide facilities for religious services and access to religious programs in accordance with ADOC Administrative Regulations, including, but not limited to: Administrative Regulations #461 (Chaplain Services) and #462 (Religious Program Services).

3.26 Grievance and Misconduct Procedures

Vendor will establish written "Disciplinary Procedures" which are the same, or substantially the same, as the ADOC's Administrative Regulation 403.

Vendor will establish written grievance procedures and provide them to all inmates upon admission. At a minimum, the procedures shall utilize a two-step process and shall conform to all applicable state and federal laws. Vendor shall maintain a master file of all grievances filed and the actions taken on each grievance.

3.27 Policy and Procedure Manual

Vendor shall provide to the ADOC, for the ADOC's approval, a facility procedure manual that covers the full range of Facility operations.

3.28 Visitation

Vendor shall provide the opportunity, physical space, furniture, equipment, and supervision for visitation, including attorney visitation, in accordance with ADOC policy. Vendor shall also provide alternative, confidential access to inmates to communicate with his/her attorney in the event that physical interaction creates a safety or health risk to the Facility.

3.29 Access to Courts

Vendor shall provide inmates reasonable access to courts by use of a legal materials reference center. Specifically, Vendor shall ensure that the legal materials reference center consists of computer hardware and software sufficient in number to provide access to all inmates. The software containing the following:

- a) All Alabama State Case law and Alabama citation checking, including, but not limited to;
 - 1) Alabama Supreme Court decisions from 1820 to present;
 - 2) Alabama Court of Appeals decisions from 1911 to present;
 - 3) Alabama Court of Civil Appeals decisions from 1969 to present; and
 - 4) Alabama Court of Criminal Appeals decisions from 1969 to present.
- b) United States Code Service General Index;
- c) Federal Court Rules (Criminal and Civil Procedure);
- d) United States Constitution;
- e) United States Code Service Annotated;
- f) United States Supreme Court opinions from 1790 to present;
- g) United States Court of Appeals opinions from 1789 to present;
- h) United States District Court opinions from 1789 to present;
- i) Decisions of the United States Court of Appeals for the Fifth and Eleventh Circuits;
- j) Decisions of the United States District Courts within the judicial circuit of the Eleventh Circuit Court of Appeals; and
- k) The Code of Alabama.

The software shall be updated on a periodic basis, minimally on a quarterly basis, to ensure the materials are current. Vendor will ensure that inmates housed in the segregation unit are provided meaningful access, directly or indirectly, to the legal materials reference center. The ADOC will be responsible for providing required legal materials not generally provided by Vendor.

The law library shall be open a minimum of twenty (20) hours per week. The law library shall also provide writing instruments, plain paper, and envelopes for inmates to use in preparing legal documents, including legal correspondence. Alternatively, Vendor may provide this content via a personal education device as described in Section 3.24.

3.30 Inmate Records and Reports

Vendor will maintain inmate records at its sole expense in accordance with applicable ADOC record keeping practices and procedures and shall adhere to federal, state, and local laws governing confidentiality. Vendor shall take reasonable steps to protect Personal Identifiable Information (“PII”). Vendor shall be solely responsible for any breach of PII and for compliance with the Alabama Data Breach Notification Act of 2018, codified as Ala. Code Section 8-38-1, *et. seq.*

3.31 Recreation

- a) Vendor shall provide facilities, equipment, and supplies for indoor and outdoor recreational and leisure time programs. Recreation activities shall be under the supervision of a qualified recreation specialist. **Responses shall describe the indoor and outdoor recreational activities that will be provided and the amount of recreation time each inmate will be entitled to in each area per day/week.**
- b) Vendor shall adopt a written policy and procedure, which shall, at a minimum, provide all residents with the opportunity to participate in recreational activities for an average of (1) hour of recreational activity per day. Recreation programs may include but not limited to, activities such as board games, arts and crafts, radio and television in order to relieve idleness and boredom.
- c) Vendor shall provide and manage a general library for the benefit of inmates.

3.32 Inmate Trust Fund

The Facility will maintain an inmate trust fund. All inmate earnings, including those from personal receipts, will be placed in a trust fund to be used solely by the inmate. Any balance remaining when the inmate is returned to the ADOC will be forwarded for credit to the inmate’s trust account within three (3) days. Generally accepted accounting procedures will be followed in managing this account.

3.33 Inmate Crafts

Inmates may dispose of the products of their labor in accordance with Vendor’s policy. **Vendor shall provide its specific policy related to products of inmate labor.**

3.34 Death of Inmate

Vendor shall: complete any medical examination required by State law or policy; report immediately to the ADOC Associate Director of Health Services of the North Region and Director of the Law Enforcement Services Division (“LESD”) the death of any inmate; furnish all information requested by the ADOC, the State of Alabama, LESD, and the State Medical Examiner’s Office; and follow the policy and procedures of the ADOC with regard to disposition of the body. The provisions of this Section will not affect the liability of any relative or other legally liable person for the disposition of the deceased or for any expenses therewith. The ADOC, at its expense, may obtain the deceased inmate for burial at an ADOC facility, or arrange for burial, and all matters incident thereto. Vendor will forward to the ADOC a certified copy of

the death certificate and the inmate's file and medical records. A copy of the deceased inmate's medical record, including all information up to and including the circumstances of death, will be provided to the ADOC within seventy-two (72) hours after the inmate has expired or immediately upon request of the LESD lead case agent and OHS Associate Director of Health Services of the North Region.

3.35 Photographing and Release of Information

Vendor shall not release to the public any information, records, or other data concerning inmates. Vendor shall not release to the public personal histories or photographs of inmates or information concerning inmates' delivery, removal, intra-institutional transfer, retaking, or release. Vendor shall not permit reporters or photographers to interview or photograph inmates without the express written prior permission of the ADOC.

3.36 Drug Free Facility

Vendor shall make a good faith effort to maintain a drug-free facility.

3.37 Contract Monitor

- a) Vendor shall be responsible for providing office space and equipment/furnishings for the Contract Monitor in close proximity to, and reasonably comparable to, other administrative offices. The Contract Monitor's office door shall have a lock that is not master keyed and the office shall be provided with desks, chairs, and access to telephones and telephone/fax/computer lines. Vendor will not be responsible for any non-business long distance cost.
- b) The ADOC and its Contract Monitor, in the performance of his/her duties, shall have access at all times, with or without notice, to inmates and staff, to all areas of the Facility, and to inspect all documents and records relating to the awarded contract and Vendor's performance including, but not limited to: employee qualifications or the requirement of training; disciplinary records relating to serious incidents and security breaches; and reports kept by Vendor concerning the repair, maintenance, and operation of the Facility. Vendor shall permit the Contract Monitor and authorized representatives to make and remove copies of records. Vendor shall obtain written waivers from its employees permitting the Contract Monitor to review employee qualifications and disciplinary records. Any such inspection or removal shall be in strict compliance with privacy rights and shall be kept confidential.

3.38 Prison Rape Elimination Act

Vendor shall comply with Alabama Code Section 14-11-31, as well as 28 C.F.R. Part 115, the Prison Rape Elimination Act ("PREA"). The ADOC has a Zero Tolerance Policy toward all forms of custodial sexual misconduct, sexual abuse, and sexual harassment. See Administrative Regulation 454, inmate Sexual Assault and Harassment Awareness (Prison Rape Elimination Act (PREA)). Any type of conduct – including suspected conduct – that falls within the context of custodial sexual misconduct/sexual abuse, as defined by either the State or Federal laws referenced above, shall be reported immediately to the Warden of Kilby Correctional Facility or

his/her designee for conduct involving male inmates, or the Warden of Julia Tutwiler Prison for Women or his/her designee for conduct involving female inmates, as well as the ADOC's PREA Director or designated PREA Contract Monitor. Pursuant to 28 C.F.R. Part 115.12, Vendor is obligated to adopt and comply with all PREA standards, and the ADOC shall monitor Vendor for compliance consistent with the compliance conditions set forth above. Vendor shall provide reasonable access to the PREA Contract Monitor; provide relevant documentation as requested; require and provide training of all of its employees, agents, or contractors; and provide a Report from any PREA audit, which shall be performed by an independent, DOJ certified auditor.

3.39 Reasonable Access

- a) Vendor shall allow for reasonable access to ADOC's employees/agents to all areas of the Facility or Facilities. The Commissioner of the ADOC and members of the State Legislature shall be admitted into the Facility or Facilities at any reasonable time, as shall members of the Executive and Judicial Departments of the State, or any other individual designated by the ADOC.
- b) The ADOC reserves the right to access to the Facility at any time, announced or unannounced, for the purposes of ensuring compliance with this RFP or the Contract.

3.40 Disputes

Vendor must provide as part of its proposal a method for dealing with problems and complaints presented by ADOC's employees, detailing at what point the problem would escalate to the next level of supervision or management.

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SECTION IV

CERTIFICATIONS

4.1 Liability and Indemnification

- a) Vendor shall defend in any action at law, indemnify, and hold the ADOC and ACCS, and their officials, agents, and employees harmless against any and all claims arising from the provisions of the Contract, including, without limitation, any and all claims arising from:
- 1) Any breach or default on the part of Vendor in the performance of the Agreement;
 - 2) Any claims or losses for services rendered by Vendor and/or by any person or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract;
 - 3) Any claims or losses to any persons, including inmates, injured or property damaged from the acts or omissions of Vendor, its officers, agents, or employees in the performance of this Agreement by Vendor;
 - 4) Any claims or losses by any person or firm injured or damaged by Vendor, its trustees, officers, agents, or employees by the publication, translation, reproduction, delivery, performance, use, or disposition of any data processed under the Agreement in a manner not authorized by the Agreement, or by federal, state, or local regulations or statutes; and
 - 5) Any failure by Vendor, its officers, agents, or employees to observe the Constitution or laws of the United States and the State of Alabama.

All costs, reasonable attorneys' fees, and liabilities incurred in or about any such claim, action, or proceeding brought thereon are the responsibility of Vendor.

- b) Said indemnification shall not be applicable to any claim, injury, death, or damage to property arising out of any act or omission on the part of the ADOC or ACCS, their officials, agents, servants, or independent vendors (other than Vendor) who are directly responsible to the ADOC or ACCS.

In case any action or proceeding is brought against the ADOC or ACCS by reason of any such claim, Vendor, upon notice from the ADOC or ACCS, shall defend against such action by counsel satisfactory to the General Counsel of respective agency and the Attorney General for the State of Alabama. Said counsel will not enter into any settlement contract with respect to any claim, which may affect the ADOC or ACCS, without first obtaining approval of the respective agency and the Attorney General.

In defending the ADOC and/or ACCS, their officials, agents, and employees, Vendor shall advise and consult with the General Counsel's Office of the respective agency which may, in its discretion, enter any legal proceeding on behalf of the ADOC or ACCS, their officials, agents, or employees.

4.2 Insurance Coverage

- a) Vendor shall continuously maintain and pay for such insurance as will protect Vendor, the State, the ADOC and ACCS, their officers, agents, and employees from all claims, including death and claims based on violations of civil rights, arising from the services performed under the awarded contract, and actions by a third party against Vendor as a result of the awarded contract. Coverage required must also include, but not be limited to, Comprehensive General Liability, Worker's Compensation, and Employee's Liability. Before signing the contract, Selected Vendor must file with the ADOC a certificate from Selected Vendor's insurer showing the amounts of insurance carried and the risk covered thereby. Selected Vendor must carry general liability insurance coverage with one million dollars (\$1,000,000) combined single limit for personal injury and property damage that incorporates said coverage for all of Selected Vendor's employees and sub-vendors. This coverage is required to extend to services performed at the Facility where services will be provided under the contract.
- b) Selected Vendor will also maintain public liability, casualty, and auto insurance in sufficient amounts to protect the ADOC from liability for acts of Selected Vendor and risks and indemnities assumed by Selected Vendor in accordance with State law. If Selected Vendor does not have minimum coverage for bodily injury – including two hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per occurrence and, for property damage, one hundred thousand dollars (\$100,000) per occurrence – Selected Vendor must inform the ADOC and seek written permission for lesser coverage.
- c) All insurance policies required under this Contract must name the ADOC and ACCS as additional insureds or loss payees . Additionally, the ADOC and ACCS shall be entitled to all notices under the policies. All certificates of insurance shall contain the following provision: *The coverage provided shall not be canceled, reduced, or allowed to lapse unless and until the ADOC has received at least ten (10) days written notice.* At least thirty (30) days prior to each policy anniversary date, Vendor shall provide the ADOC with renewal information and any changes in coverage.

4.3 Bribery Convictions

Vendor certifies compliance, or agreement to comply, with the following legal requirement and that it is not barred from being awarded a contract or subcontract due to a violation of these requirements or an inability or unwillingness to comply with these requirements:

- a) No person or business entity will be awarded a contract or subcontract if that person or business entity:
 - 1) Has been convicted under the laws of Alabama, or any other state, of bribery or attempting to bribe an officer or employee of the State of Alabama or any other state in that officer's or employee's official capacity; or
 - 2) Has made an admission of guilt of such conduct that is a matter of record but has not been prosecuted for such conduct.

- b) No business will be barred from contracting with the ADOC as a result of the bribery conviction of any employee or agent of the business if the employee or agent is no longer employed by the business, and:
 - 1) The business has been finally adjudicated not guilty; or,
 - 2) The business demonstrates to the ADOC that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or a high managerial agent on behalf of the business.
- c) When an official, agent, or employee of a business committed the bribery or attempted bribery on behalf of the business and pursuant to the direction or authorization of a responsible official of the business, the business will be chargeable with the conduct.

4.4 Felony Conviction

No person or business entity, or officer or director of such business entity, convicted of a felony is eligible to do business with the ADOC from the date of conviction until three (3) years after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the business.

4.5 Inducements

Any person who offers or pays any money or valuables to any person to induce him/her not to submit a proposal on the RFP is guilty of a felony. Any person who accepts money or other valuables for not submitting a proposal on the RFP, or who withholds a proposal in consideration of the promise for the payment of money or other valuables, is guilty of a felony. Vendor certifies that it will not take part in any such conduct.

4.6 Reporting Anticompetitive Practices

When, for any reason, Vendor or a designee suspect collusion or other anticompetitive practice among any vendors or employees of the ADOC, a notice of the relevant facts will be transmitted to the Alabama Attorney General and the ADOC Commissioner's Office. This includes reporting any chief procurement officer, State purchasing agency, designee, or executive officer who willfully uses or allows the use of specifications, requests for proposal documents, proprietary competitive information, proposals, contracts, or selection information to compromise the fairness or integrity of the procurement or contract process, or any current or former elected or appointed State official or State employee who knowingly uses confidential information, available only by virtue of that office or employment, for actual or anticipated gain for themselves or another person.

4.7 Confidentiality and Use of Work Product

- a) Any documents or information obtained by Vendor from the ADOC in connection with this RFP or the Contract will be kept confidential and will not be provided to any third party unless the ADOC approves disclosure in writing. All work products produced under the RFP including, but not limited to, documents, reports, information, documentation of any sort, and ideas, whether preliminary or final, will become and remain the property of the ADOC. Any

patent, copyright, or other intellectual ideas, concepts, methodologies, processes, inventions, and tools (including computer hardware and software, where applicable) that Selected Vendor previously developed and brings to the ADOC in furtherance of performance of the Contract will remain the property of Selected Vendor. Selected Vendor grants to the ADOC a nonexclusive license to use and employ such software, ideas, concepts, methodologies, processes, inventions, and tools solely within its enterprise.

- b) Selected Vendor will, at its expense, defend the ADOC against all claims, asserted by any person, that anything provided by Selected Vendor infringes a patent, copyright, trade secret, or other intellectual property right and will, without limitation, pay the costs, damages, and attorney fees awarded against the ADOC in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly on any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the ADOC for its use or operation of the items provided by Selected Vendor hereunder, or any part thereof, by reason of any alleged infringement, Selected Vendor will, at its expense, either:
 - 1) modify the item so that it becomes non-infringing;
 - 2) procure for the ADOC the right to continue to use the item;
 - 3) substitute for the infringing item other item(s) having at least equivalent capability; or
 - 4) refund to the ADOC an amount equal to the price paid, less reasonable usage from installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, and plus any additional costs the ADOC may incur to acquire substitute supplies or services.

4.8 Warranty

- a) Vendor warrants that all services will be performed in a good and professional manner.
- b) Vendor warrants that it has the title to, or the right to allow the ADOC to use, the supplies and services being provided and that the ADOC will have use of such supplies and services without suit, trouble, or hindrance from Vendor or third parties. This is to ensure that no infringements, prohibitions, or restrictions are in force that would interfere with the use of such supplies and services that would leave the ADOC liable.

4.9 Compliance

All work completed under the Contract must be in compliance with all applicable federal, state, and local laws, rules, and regulations. Vendor certifies that it is in compliance, and will remain in compliance, with all federal, state, and local laws as well as all pertinent ADOC regulations in the performance of any prospective contract including, but not limited to, the following, if applicable:

- a) Comply with the provisions of the Civil Rights Act of 1964.

- b) Comply with the nondiscrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons with regard to race, color, religion, sex, or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor.
- c) Comply with Section 504 of the Federal Rehabilitation Act of 1973 as amended (29 U.S.C. 794), the requirements imposed by the applicable H.E.W. regulation (45 C.F.R. Part 84), and all guidelines and interpretations issued pursuant thereto.
- d) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination.
- e) Comply with the regulations, procedures, and requirements of the ADOC concerning equal employment opportunities and affirmative action.
- f) Provide such information with respect to its employees and applicants for employment.
- g) Have written sexual harassment policies that comply with the ADOC's policy, to include, at a minimum, the following information:
 - 1) the illegality of sexual harassment;
 - 2) the definition of sexual harassment;
 - 3) Vendor's internal complaint process, including penalties;
 - 4) the legal recourse, investigative, and complaint process available through Vendor;
 - 5) directions on how to contact Vendor; and
 - 6) protection against retaliation.
- h) Vendor is currently enrolled with the Department of Homeland Security ("DHS") in the E-verify system, and will not knowingly hire or continue to employ a person(s) who are not either citizens of the United States or person(s) who are not in proper and legal immigration status authorizing them to be employed for pay in the United States.
- i) Vendor will include a provision in all subcontracts that requires all subcontractors to utilize the E-Verify system to verify employment eligibility of all persons employed during the contract term. If requested, subcontractor must provide documentation as identified above.
- j) In compliance with the Beason-Hammond Alabama Taxpayer and Citizen Protection Act as amended, by signing this Agreement, 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 any resulting Agreement and shall be responsible for all damages resulting therefrom.

- k) Vendor will maintain a drug-free workplace. Vendor certifies that no individual engaged in the unlawful manufacture, distribution, dispensation, possession, or use of any illegal drug or controlled substance will be eligible for employment by Vendor under the Contract.
- l) Vendor acknowledges and understands that any employee or subcontractor will be subject to, and will comply with, all security regulations and procedures of the ADOC, the ADOC Information Systems Division, and the Alabama Office of Information Technologies.
- m) All Selected Vendor employees or subcontractors who may enter any ADOC facility are subject to a background check and security check of his/her person and personal property (including his/her vehicle) and may be prohibited from entering the facility in accordance with ADOC regulations. Additionally, any Selected Vendor employee found to have violated any security regulation may be barred from entering any ADOC facility.
- n) Vendor must have appropriate certifications, permits, and licenses in accordance with State and Federal law. The Vendor and its subcontractors will be responsible for obtaining any and all required governmental permits, consents, and authorizations and payment of all taxes.
- o) Pursuant to Alabama Code Section 14-11-31 as well as 28 C.F.R. Part 115, the Prison Rape Elimination Act (“PREA”), as further explained in Section 3.38 of this RFP.
- p) In compliance with Act 2016-312, as codified by Alabama Code Section 41-16-5, the contractor hereby certifies that it is not currently engaged in, and will not 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.
- q) Vendor shall establish policies prohibiting texting and driving of its employees.

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SECTION V

INSTRUCTIONS TO VENDORS / PROPOSAL PREPARATION AND SELECTION CRITERIA

5.1 Deadlines

- a) Deadlines and other critical dates in this RFP have been provided in Attachment E. For any discrepancies between Attachment E and the dates included in this RFP, Attachment E will prevail.
- b) Sealed Proposals must be received **by 4:00 p.m., Central Standard Time, on April 1, 2021**, at the below listed address. Responses are to be submitted in a sealed envelope and clearly marked "ADOC RFP #2021-01." See Attachment B.

Proposals delivered directly by UPS, FEDEX, or other delivery services:

State of Alabama
Alabama Department of Corrections
Legal Division
Attn: Katherine Jessip
301 South Ripley Street
Montgomery, Alabama 36104

Responses sent via United States Postal Service:

State of Alabama
Alabama Department of Corrections
Legal Division
Attn: Katherine Jessip
P.O. Box 301501
Montgomery, Alabama 36130

- 1) All proposals received after the appointed date and hour for receipt, whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time received in the ADOC Commissioner's Office. Vendors have the sole responsibility for assuring that proposals are received in the ADOC Commissioner's Office by the designated date and time.
- 2) Whether proposals are mailed, hand delivered, or directly delivered by express mail, they must be delivered to the ADOC Commissioner's Office at the address shown above. Hand delivered proposals must be delivered in ample time to allow for security check-in at the front desk of the Criminal Justice Center and delivery to the ADOC Commissioner's Office prior to the closing time for the solicitation.
- 3) Faxed or oral proposals will not be accepted.

- 4) Due to the potential delay that may be caused by the processes of the State Mail Room, through which the United States Postal Service delivers mail to State agencies, it is not recommended that this service is used for short-term or overnight deliveries
- c) If any prospective Vendor has questions about the specifications or other solicitation documents, that Vendor must submit the questions to the attention of the Single Point of Contact, Katherine Jessip, via electronic mail at katherine.jessip@doc.alabama.gov, **by 4:00 pm, Central Standard Time, on February 22, 2021**. Any e-mail should include in the subject line “RFP 2021-01: Therapeutic Educational Reentry Facility.” It is Vendor’s responsibility to verify receipt of the questions.
- d) Written Responses to those questions received by the ADOC will be posted on the ADOC website, at www.doc.alabama.gov on March 5, 2021. Any revisions to the RFP will be made only by addendum issued by the ADOC.

5.2 Proposal Preparation

- a) The Vendor Proposal Form (Attachment A) must be used for submitting proposals. The Proposal Form must be completed and submitted with Vendor’s proposal. **All documents referenced in Attachment A must also be included with Vendor’s proposal.** The certification located at the bottom of the form should be completed, signed by an official that has the authority to bind Selected Vendor, and notarized. **The Cost Proposal must be provided in a separate, sealed envelope. Failure to do so will result in disqualification from the process.**
- b) In order to be considered for selection, Vendor shall submit a complete response to this RFP. Proposals should be as thorough and detailed as possible so the ADOC may properly evaluate Vendor’s capabilities to provide the required services.
- c) Vendors are required to comply with the following instructions:
 - 1) Proposals shall be signed and notarized by an authorized representative of Vendor. All information requested must be submitted. Failure to submit all information requested may result in the ADOC requiring prompt submission of missing information, giving a lower score in evaluation of the proposal, or rejection of the proposal by the ADOC.
 - 2) Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
 - 3) Proposals should be organized in the order in which the requirements are presented in Section 5.8 of this RFP. **All pages of the proposal should be numbered.** Each paragraph in the proposal should reference the corresponding paragraph from Attachment A or Section III of the RFP, as applicable. It is also helpful to repeat the text of the requirement as it appears in Attachment A or Section III of the RFP, as applicable. Proposals that are not organized in this manner risk elimination from consideration or a lower score in the evaluation of the proposal if the evaluators are unable to find where the RFP requirements are specifically addressed.

- 4) It is Vendor's sole responsibility to ensure that the electronic copy as provided on the disk is an exact copy of the original copy provided. The ADOC reserves the right to rely upon the electronic copy in making its evaluations.
- 5) The ADOC takes its responsibilities under the State of Alabama's Open Records Law very seriously. If the Vendor considers any portion of the documents, data, or records submitted in response to this solicitation to be confidential, trade secret, or otherwise not subject to public disclosure, Vendor must, in addition to the required copies below, also provide the ADOC with a separate, redacted copy of its proposal on a disc in PDF format, marked clearly as a "REDACTED COPY," and briefly describe in a separate writing, as to each redacted item, the grounds for claiming exemption from the public records law. This redacted copy shall be provided to the ADOC at the same time Vendor enters its submissions and must only exclude or redact those exact portions that are claimed confidential, trade secret, or otherwise not subject to disclosure.

Vendor shall be responsible for defending its determination that the redacted portions of its submissions are confidential, trade secret, or otherwise not subject to disclosure. Furthermore, Vendor shall protect, defend, and indemnify the ADOC for any and all claims arising from or relating to Vendor's determination that the redacted portions of its proposal are confidential, trade secret, or otherwise not subject to disclosure. All of the above shall be acknowledged in Vendor's separate writing that must accompany the "REDACTED COPY."

If Vendor fails to submit a Redacted Copy with its proposal, the ADOC is authorized to produce the entire document(s), data, and/or records submitted by the Vendor in response to any public records request.

5.3 Oral Presentation and/or Site Visits

The ADOC may, at its sole option, elect to require oral presentation(s) by Vendors being considered for award. This provides an opportunity for the ADOC to ask questions and Vendors to clarify or elaborate on their proposals. This is a fact finding and explanation session only and does not include negotiation. The ADOC reserves the right to visit the Facility(ies) included in the Proposal for verification of compliance with the specifications in this RFP. The ADOC will schedule the time and location of these presentations or visits, if required.

5.4 Request to Modify or Withdraw Proposal

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 Modification to, or Withdrawal of, Proposal. Only written requests received by the ADOC prior to the scheduled opening time will be accepted. The ADOC will correct the proposal after opening.

5.5 Vendor's Representation

Vendor, by submission of a proposal, represents that it has read and understands the solicitation document and specifications and has familiarized itself with all federal, state, and local laws, ordinances, rules, and regulations that may affect the cost, progress, or performance of the work.

The failure or omission of any Vendor to receive or examine any form, instrument, addendum, or other documents, or to acquaint itself with conditions existing at the sites, shall in no way relieve Vendor from any obligations with respect to its proposal or to the Contract.

5.6 Identification of Proposal Envelope

- a) Envelopes/boxes containing proposals shall be sealed and marked in the lower left-hand corner with the solicitation number, "ADOC RFP No. 2021-01," hour, and due date of the proposal. A sample of a return mailing label for identifying the package as a sealed proposal has been provided as Attachment B. This format should be used on your proposal packaging. It is further suggested that, if you submit your proposal by a courier such as FedEx or UPS, and place your sealed envelope inside the courier's envelope, that you clearly mark the courier's envelope with the same information.
- b) No other correspondence or other proposals should be placed in the envelope.
- c) Envelopes that are prematurely opened due to Vendor's failure to comply with this Section will not be considered. The ADOC assumes no responsibility for the premature opening of any envelope not properly identified.

5.7 Suspected Errors/Clarification

Consistent with Section 5.1.c, if Vendor suspects an error, omission, or discrepancy in this solicitation, Vendor must notify Ms. Katherine Jessip, ADOC's Single Point of Contact, via e-mail at katherine.jessip@doc.alabama.gov, and such notification must be received by the ADOC **by 4:00 p.m., Central Standard Time, on February 22, 2021**. The subject line of the e-mail should read "RFP 2021-01: Alabama Therapeutic Education Reentry Facility." The ADOC will issue written instructions, if appropriate, by close of business on March 2, 2021.

If Vendor considers any part of the RFP unclear, Vendor is expected to make a written request for clarification by no later than **4:00 p.m., Central Standard Time, on February 22, 2021**. In the ADOC's response, the ADOC will provide the request for clarification followed by a statement of clarification by close of business on March 5, 2021. A copy of the responses will be posted on the ADOC website at www.doc.alabama.gov.

5.8 Submission Requirements

One original and one (1) disk containing an electronic copy of the proposal must be submitted to the ADOC. Vendor is solely responsible for ensuring that the electronic copy is an exact replica of the original. The ADOC Evaluation Committee reserves the right to rely upon the electronic copy in its review. This does not include the "REDACTED COPY" Vendor may choose to submit. See Section 5.2.c.5. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in

that single volume. If desired, the “REDACTED COPY,” should also be included on the disk. **Vendor’s Cost Proposal shall be included in a separate, sealed envelope. Failure to do so will result in a disqualification of the proposal.** The ADOC will not accept oral, electronic, or faxed proposals. Vendor shall make no other distribution of the proposals. **The following is required in the proposal:**

All vendors must fully complete Attachment A, Vendor Proposal Form, in submitting their proposed prices and certifying acceptance of the terms and conditions associated with the solicitation. The Vendor Proposal Form must be signed and notarized in order to be considered. If Vendor is a corporation, the proposal must be submitted in the name of the corporation, not simply in the corporation's trade name. In addition, Vendor must indicate the corporate title of the individual signing the proposal. **Copies of any forms listed in Attachment A must also be submitted.**

5.9 Evaluation Criteria

Proposals will be evaluated by the ADOC using the following criteria:

Criteria	Percentage
General Qualifications	5%
Correctional Management Experience	20%
Suitability of Approach/Methodology	30%
Total Cost	45%
Total Possible	100 %

- a) Notwithstanding the foregoing, the ADOC reserves the right to award on the basis of cost alone, qualifications alone taking into consideration value to the State, or to accept or reject any or all bids if it is determined to be in the best interest of the State.
- b) Proposals found to be technically or substantially non-responsive at any point in the evaluation process may be rejected and not considered further.
- c) The State may, at its sole option, elect to require oral presentation(s) by Vendors clearly in consideration for award. The State reserves the right to amend the evaluation criteria to allow for scoring of the oral presentation(s).
- d) The ADOC Evaluation Committee will present written findings to the ADOC Commissioner who will make the final selection.

This portion intentionally left blank.

ATTACHMENT A VENDOR PROPOSAL FORM

Failure to complete and provide this form with the proposal submission will result in rejection of your proposal. For any portions for which no response is necessary, please mark the response as “N/A.”

I. General Qualifications

- a) Provide Vendor’s contact information, including company name (if applicable), primary contact, mailing address (including city, state, and zip code), phone number, and e-mail address¹.

- b) Indicate the length of time you have been in business providing this type of good or service:

Years: _____ Months: _____

- c) If Vendor is a business entity, provide Vendor’s FIN or FEI Number and Vendor’s Alabama Business License Number. If Vendor is an individual, Vendor must provide a statement that, upon award of a contract, Vendor agrees to take the steps required to sign up with the Alabama State Comptroller in order to receive payment.²

- d) If Vendor is a business entity, provide a statement that the Vendor’s corporate office is registered with the Secretary of State to do business in the State of Alabama or provide proof of having submitted an application to do business with the assurance that Vendor will be licensed prior to assuming the contract.

- e) **Complete, sign, notarize, and attach the “Disclosure Statement” as required by Act 2001-955.** This statement is required to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000. The form, along with instructions, can be found at www.ago.alabama.gov (click on “Resources”). At least one (1) original should be submitted. For your convenience, a copy of the form has been provided as part of Attachment D.

- f) **Provide a complete copy of Vendor’s Memorandum of Understanding with DHS showing enrollment in the E-verify system** (this can be printed from your business’s screen once logged in to E-verify).

¹ Note: The e-mail address may be used for formal communications from the ADOC.

² This requirement is separate and apart from the registration with the Secretary of State as provided in subsection (e).

- g) **Complete and attach the “CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT”** as required by Act 2011-535, and as amended by Act 2012-491. For your convenience, a copy of the certification form has been provided as part of Attachment D.
- h) **Complete and attached the “CERTIFICATE OF COMPLIANCE WITH ACT 2016-312**as required by said act. For your convenience, a copy of the certification form has been provided as part of Attachment D.
- i) Read, expressly agree, and certify that Vendor has and will comply with all Terms and Conditions as set forth in **Section II** of the RFP.
- j) Read, expressly agree, and certify that Vendor has and will comply with all Certifications as set forth in **Section IV** of the RFP.

II. Correctional Management Experience

Provide, at a minimum, the information requested below. (If any correctional service functions will be subcontracted, submit a separate response for each sub-Vendor):

- a) Vendor’s experience in the field of adult corrections, specifically the nature of experience related to the operation of correctional facilities meeting the criteria specified in this RFP. Vendors must:
 - i) have at least five (5) years of experience providing the type of services requested in this RFP to a daily population of at least four hundred (400) inmates;
 - ii) list all past and present contracts in the last five (5) years. For each of these contracts:
 - a. list the services provided;
 - b. list the year(s) in which the services were provided;
 - c. list the number and classification of inmates under supervision;
 - d. list the name and phone number of the public body’s contract monitor for each contract; and
 - e. provide a list of all contracts that have been terminated prior to the end of the contract and the reasons for that termination.
- b) Provide names, qualifications, certifications, and experience of all personnel that will be utilized to perform services as outlined in this RFP. Provide the profile and qualifications of the team and key personnel that will be assigned. Vendor shall specifically identify and provide qualifications for the person(s) who will serve as its liaison and facility administrator(s).
- c) Describe the Facility’s organization structure that accurately reflects the structure of authority, responsibility, and accountability within the Facility and between the Facility and Vendor’s off-site operations. Vendor should include an organizational chart in its proposal.

- d) Indicate specific features that distinguish Vendor from other vendors in the field.
- e) Provide three (3) references, if possible, from current or former clients. The references should attest to the experience of the Vendor and the project team in developing, implementing, and supporting software/product of similar scope. For each reference, the following information must be included: Company Name and Address; Contact Name, Title, Phone Number, and E-mail; Dates of Service to Client; and a description of the supplies or services provided.
- f) Provide a detailed narrative describing the effectiveness of the proposed programming. At a minimum, this should include:
 - i. the program's impact on recidivism, including how recidivism is defined;
 - ii. the program's impact on behavior for the population with which the Vendor worked; and
 - iii. any other document substantiating effectiveness.

III. Suitability of Approach

Provide a plan of operation to achieve the objectives as defined in Section III of this RFP, specifically addressing and referencing each item in Section III. This will assist with the evaluation process. **Note: In responding to this term, each paragraph in the proposal should reference the corresponding paragraph from Section III. It is also helpful to repeat the text of the requirement as it appears in Section III.**

IV. Cost

NOTE: This Section must be provided in a separate, sealed envelope. Failure to do so will result in disqualification.

Vendor's Proposal shall include the following price quotes:

- a) Vendor shall quote a Per Diem, per inmate price, that shall include all costs which shall be associated with services to be provided by Vendor, for the following two populations:

Transitioning inmates as set out in Section 3.4.1.d.i of this RFP.
 Programming inmates as set out in Section 3.4.1.d.ii of this RFP.

- b) In addition to the per diem quotes for transitional and programming inmates provided pursuant to subsection (a), Vendor shall quote a separate daily price per inmate, for all costs associated with reentry services for inmates as set out in Section 3.9 of this RFP. This reentry service fee will be added to the designated per diem rate for each inmate within 90 days of his/her EOS date.

For example, if the per diem rate for a Transitioning inmate equaled [x], the daily cost the ADOC would pay for that same inmate within 90 days of EOS would be [x + reentry service fee]. If the if the per diem rate for a Programming inmate equaled [y], the daily cost the

ADOC would pay for that same inmate within 90 days of EOS would be [y + reentry service fee.]

c) Vendor shall quote a separate price per square foot for the rental reimbursement for space provided for vocational training, as set-out in Section 3.8.a.

d) Vendor shall provide a separate price per square foot for the rental cost of classroom space to be used to provide adult education, as set-out in Section 3.8.b.

V. Certification

I/we agree to furnish the services as set forth in this proposal and guarantee that the services to be provided will meet or exceed all specifications, terms, conditions, and requirements herein. The undersigned offers and agrees to comply with all terms, conditions, and certifications as stated in this RFP and furnish the services at the prices provided with this signed proposal, or as mutually agreed upon after subsequent negotiation.

_____ Authorized Signature (ink)

_____ Authorized Name (typed)

_____ Title of Authorized Person

Sworn to and subscribed before me and given under my hand and official seal this the _____ day of _____.

NOTARY PUBLIC
My Commission Expires: _____

ATTACHMENT B

PROPOSAL SUBMISSION ENVELOPE LABEL SAMPLE FOR DIRECT DELIVERY BY UPS OR FEDEX

Vendor's Name:
Vendor's Address:

**State of Alabama
Department of Corrections
Legal Division
Attn: Katherine Jessip
301 South Ripley Street
Montgomery, Alabama 36104**

**ADOC Commissioner
RFP NUMBER – 2021-01
RFP Hour and Due Date:
4:00 p.m. CST, April 1, 2021.**

ATTACHMENT C

REENTRY DOCUMENTS

List A: These documents verify both identity and employment eligibility

- Unexpired U.S. passport
- Unexpired foreign passport (with an I-551 stamp)
- Unexpired employment authorization card
- Alien registration receipt card or permanent resident card
- Unexpired employment authorization document containing a photograph (issued by USCIS)
- Unexpired foreign passport (with form I-94, containing an endorsement of nonimmigrant status)

List B: These documents verify identity

- Valid U.S. or Canadian driver's license or ID card that contains a photograph or description of personal characteristics
- ID card issued by local, state, or federal agencies with a photograph on it
- Voter registration card
- U.S. military card or draft record
- Military dependent's ID card
- U.S. Coast Guard Merchant Mariner card
- A Native American tribal document
- School ID card with photograph (employees under 18)
- Hospital, clinic or doctor record (employees under 18)
- Daycare or nursery school record (employees under 18)

List C: These documents verify employment eligibility

- Social security card
- U.S. or birth abroad certificate
- Native American tribal document
- U.S. citizen ID card
- Resident citizen ID card
- Unexpired employment authorization document (issued by DHS)

ATTACHMENT D

DISCLOSURE STATEMENT & CERTIFICATE OF COMPLIANCE FORMS



State of Alabama Disclosure Statement

Required by Article 3B of Title 41, Code of Alabama 1975

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP TELEPHONE NUMBER

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

ADDRESS

CITY, STATE, ZIP TELEPHONE NUMBER

This form is provided with:

- Contract
- Proposal
- Request for Proposal
- Invitation to Bid
- Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

- Yes
- No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

- Yes
- No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED

If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS

By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.

Signature Date

Notary's Signature Date Date Notary Expires

Article 3B of Title 41, Code of Alabama 1975 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.

State of _____)
County of _____)

CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535, as amended by ACT 2012-491)

DATE: _____

RE Contract/Grant/Incentive (describe by number or subject):

_____ by and between
_____ (Contractor/Grantee) and
_____ (State Agency, Department or Public Entity)

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of _____ with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by ACT 2012-491) which is described herein as "the Act."

2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.

BUSINESS ENTITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit.

a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, and foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.

b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

___ (a) The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.

___ (b) The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.

3. As of the date of this Certificate, the Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;

4. The Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this _____ day of _____, 20____.

Name of Contractor/Grantee/Recipient

By: _____

Its _____

The above Certification was signed in my presence by the person whose name appears above, on this _____ day of _____, 20____.

WITNESS: _____

Printed Name of Witness

CERTIFICATE OF COMPLIANCE WITH ACT 2016-312

DATE: _____

Re: Contract/Grant/Incentive (describe by number or subject):

_____ by and between _____
(Contractor/Grantee) and _____ (State Agency, Department or
Public Entity).

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of _____ with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of Alabama's Act 2016-312.
2. In compliance with Act 2016-312, the contractor hereby certifies that it is not currently engaged in, and will not 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.

Certified this _____ day of _____, 20____.

Name of Contractor/Grantee/Recipient

By: _____

Its: _____

The above Certification was signed in my presence by the person whose name appears above on this _____ day of _____, 20____.

Witness: _____

Printed Name of Witness

ATTACHMENT E

RFP CRITICAL DATES

<u>ACTIVITY</u>	<u>DATE</u>
Issue RFP	February 8, 2021
Deadline for Notice of Intent to Submit Proposal	February 22, 2021
Deadline for Submittal of Questions	February 22, 2021, by 4:00 p.m., CST
Answers to Questions Posted on ADOC Website	March 5, 2021
Deadline for Submittal of Proposals	April 1, 2021 by 4:00 p.m., CST
Opening Day for Proposals	April 2, 2021, 10:00 a.m., CST
Expected Notification of Selected Vendor	April 29, 2021
Contract Review Deadline	May 20, 2021
Contract Review Meeting	June 3, 2021
Occupancy Date	October 1, 2021

Note: This timeline is subject to change based upon the needs of the State and the ADOC. Any such change will be published via amendment to this RFP.

ATTACHMENT F – NOTICE OF INTENT TO SUBMIT A PROPOSAL

To receive any further distributed information about this RFP, execute and email this Notice of Intent and Non-Disclosure Agreement to Katherine.jessip@doc.alabama.gov by no later than 4:00 CST February 22, 2021.

Potential Vendor Contact Information

Name of Company: _____

Address: _____

Email Address:

Telephone:

Contact Person: _____

By signing below, Vendor verifies it is a bonafide vendor that intends to submit a Proposal in response to this RFP. This verification does not represent a binding commitment to submit a Proposal on behalf of Vendor. Failure to provide this information and the attached Non-Disclosure Agreement, however, will prohibit Vendor from receiving sensitive materials and may disqualify Vendor from participation in the process.

Signature of Authorized Representative: _____



KAY IVEY
GOVERNOR

State of Alabama

Department of Corrections

Alabama Criminal Justice Center
301 South Ripley Street
P. O. Box 301501
Montgomery, AL 36130-1501
(334) 353-3883



JEFFERSON S. DUNN
COMMISSIONER

NON -DISCLOSURE AGREEMENT

The Alabama Department of Corrections (“ADOC”) is prepared to furnish you, _____, with certain information which is either confidential, proprietary, or otherwise not generally available to the public to assist you in making an evaluation of the business and prospects with regard to a possible transaction with the ADOC.

As a condition to furnishing you such information, you agree as follows:

Non-disclosure of Confidential Information. The Confidential Information (as defined in Section 4) will not be used other than in connection with the purpose described above, and will be kept confidential by you and your directors, officers, employees, and representatives (collectively, “Representatives”). Confidential Information may be disclosed only, (a) to your Representatives, (b) only to such Representatives as need to know the Confidential Information for the purpose described above, and (c) only in strict accordance with Section 3 of this Agreement. Such Representatives shall be informed by you of the confidential nature of the Confidential Information and the requirement that it not be used other than for the purpose described above. Such Representatives shall agree in writing to be bound by the terms of this Agreement as a condition of receiving the Confidential Information. In any event, you shall be responsible for any breach of the Agreement by any of your Representatives. Neither you nor any of your Representatives shall use or disclose to any person Confidential Information other than as expressly permitted by this Agreement, and you will use your best efforts, and cause each of your Representatives to whom Confidential Information has been disclosed to use his or her best efforts, to safeguard the Confidential Information from unauthorized disclosure or use. The term “person” as used in this agreement shall be broadly interpreted to include, without limitation, any individual, corporation, company, partnership, or other entity.

2. Non-disclosure of Discussions. Without the prior written consent of the Company, you will not, and will direct your Representatives not to, disclose to any person the fact that the Confidential Information has been made available to you or that you have inspected any portion of the Confidential Information, or that discussions with respect to the above purpose are taking place or any other facts with respect to these discussions, including the status thereof.
3. Notice of Attempts to Compel Disclosure. If you or your Representatives are requested or

required (by oral question, interrogatories, requests for information or documents, subpoena, civil investigative demand, or similar process) to disclose any Confidential Information, you will promptly notify the ADOC, Office of the General Counsel, of such request or requirement so the ADOC may seek an appropriate protective order or waive compliance with provisions of the Agreement. If, in the absence of a protective order or the receipt of a waiver hereunder, you or your Representatives are, in the written opinion of your counsel, compelled to disclose the Confidential Information or else stand liable for contempt or suffer other censure or significant penalty, you may disclose only such of the Confidential Information to the party compelling disclosure as is required by law. You shall not be liable for the disclosure of Confidential Information pursuant to the preceding sentence unless such disclosure was caused by you or your Representatives and not otherwise permitted by this Agreement. You will exercise your best efforts to assist the ADOC in obtaining a protective order and in providing other reliable assurance that confidential treatment will be accorded the Confidential Information.

4. Definition of “Confidential Information” As used herein, “Confidential Information” means all information written and oral, that is furnished to you or your Representatives by the ADOC, which concerns the ADOC, unless the recipient can establish that such information is generally available to the public. Any information furnished to you or your Representatives by a director, officer, employee, or representative of the ADOC, or the ADOC’s designee, shall be deemed for the purposes of this Agreement to be furnished by the ADOC.

Notwithstanding the fact that information may become, or may have become, publicly available through no fault of you or your Representatives, neither you nor your Representatives will disclose (until specifically released in writing from your obligations hereunder by the ADOC) (a) the identity of the ADOC and (b) the ADOC’s other Confidential Information.

5. Return of Information. You shall keep a record of the Confidential Information furnished to you and of the location of such Confidential Information. The written Confidential Information, except for that portion of the Confidential Information that may be found in analyses, compliance, studies, or other documents prepared by or for you, will be returned to the ADOC immediately upon the company’s request, and no copies shall be retained by you or your Representatives. That portion of the Confidential Information that may be found in analyses, compliance, studies, or other documents prepared by or for you, oral Confidential Information, and written Confidential Information not so requested or returned will be field by you and kept subject to the terms of this Agreement or destroyed.
6. No Warranty of Accuracy. You understand that the ADOC has endeavored to include in the information furnished you materials believed to be reliable and relevant for the purpose of your evaluation, but you acknowledge that neither the ADOC, nor any of their directors, officers, employees, or representatives makes any representation or warranty as to the accuracy or completeness of any information which is provided. Except as such representations and warranties, if any, are included in an executed definitive agreement, neither the company, nor any officer, director, employee, representative, or agent of the company shall have any liability to you or your Representatives. For the purposes of this Section 6, “information” is deemed to include all information furnished by The ADOC to you, whether or not Confidential Information as defined by Section 4.
7. Document Ownership. It is expressly understood and agreed that any and all documents provided to you by the ADOC, or ADOC’s designee on its behalf, or provided by you solely for the purpose described above, shall be deemed to be the property of the ADOC.

8. No Waiver. No failure or delay in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power, or privilege hereunder.
9. Remedies. It is agreed by the Parties that money damages alone would not be a sufficient remedy for any breach of this Agreement by you or your Representatives, and the ADOC shall be entitled to specific performance and injunctive relief as remedies for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement by you or any of your Representatives but shall be in addition to all other remedies available at law or equity to the ADOC including, but not limited to, indemnification and defense for every loss, cost, damage, or expense, including attorney's fees, or criminal penalties, if applicable.
10. Headings, Jurisdiction, and Governing law. This Agreement is for the benefit of the ADOC and may be enforced by us. The headings of the Sections of this Agreement are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this Agreement. You consent to personal jurisdiction in any action brought in any court, federal or state, within the State of Alabama having subject matter jurisdiction arising under this Agreement. The Agreement shall be governed and construed in accordance with the internal laws of the State of Alabama applicable to such agreements.

Agreed and Accepted

By: _____

Title

Company

Date

Notary Public

Jurisdiction and Expiration Date