

**REQUEST
FOR
PROPOSAL
NO. 2024-02**

**Alabama Department of Corrections
Inmate Incentive/Winter Packages and Footwear Vendor**



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

February 14, 2024

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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 for its inmate incentive/winter packages and/or footwear programs. You are invited to submit a response in accordance with the requirements specified in this RFP. All proposal requirements are laid out in Section V of this RFP.

The ADOC desires to establish an agreement to provide inmate incentive/winter packages and footwear to each of its facilities. The contracts for the programs may be awarded jointly to a single vendor or separately to two (2) vendors, one (1) for incentive/winter packages and one (1) for footwear, depending on the bid responses. Vendor may submit a bid on either the incentive/winter package program, the footwear program, or both.

The ADOC currently operates twenty-six (26) correctional facilities (Attachment C) with roughly twenty thousand six hundred (20,600) inmates (includes inmates at the Alabama Education Therapeutic Facility). Inmates at each facility are eligible to order and receive up to four (4) “incentive” packages per year if they have not received disciplinary action. In addition to the four (4) incentive packages, all inmates are eligible to order and receive an annual winter clothing package regardless of any disciplinary actions they may have received. Inmate family members or friends may also purchase incentive packages for eligible inmates as well as a winter clothing package for all inmates through the program. The four (4) incentive packages alternate between food and clothing/hygiene products based on an approved quarterly schedule. The total incentive package sales volume for the period of July 1, 2022, through June 30, 2023, including the winter clothing package, was approximately \$2,603,342. Commission is paid to the State and is calculated based on gross sales before State and local taxes and is remitted to the ADOC monthly.

The ADOC also offers a footwear program, which is continuous throughout the year. This program provides an approved line of inmate footwear available for purchase by inmates and/or their family or friends. The total footwear sales volume for the period of July 1, 2022, through June 30, 2023, was approximately \$671,529. Commission is paid to the State and is calculated based on gross sales before State and local taxes and is remitted to the ADOC monthly.

Proposals to provide services to support these programs must be received in the ADOC Commissioner’s Office by **4:00 p.m., Central Standard Time, on March 15, 2024.**

1.1 Purpose of RFP

The purpose of this RFP is to establish contracts to provide incentive/winter packages and footwear to inmates housed at each of the ADOC’s twenty-six (26) correctional facilities and the Alabama Education Therapeutic Facility (AETF). The initial contracting period will be for a period of two (2) years with three (3) one (1) year renewal options available. The contract(s) shall not exceed a total of five (5) years.

1.2 Definitions

ACA - the American Correctional Association.

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

ADPH - the Alabama Department of Public Health.

Authorized Representative - any person or entity duly authorized and designated in writing to act for and on behalf of the Vendor in negotiating or executing any resulting contract.

ATEF – the Alabama Therapeutic Education Facility

Commission – at least twenty five percent (25%) commission payable monthly to the ADOC based on monthly gross sales, before appropriate Alabama sales tax, to inmates at all ADOC facilities and the ATEF.

“Facility” or “Facilities” - one or more of the twenty-six (26) facilities housing ADOC inmates as listed in Attachment C and the ATEF.

Inmate - a person who has been sentenced to the custody of the ADOC.

Inmate Trust Fund (“ITF”) - Fiduciary fund used to accept, hold, and disburse inmate funds. These funds may be disbursed at the inmate’s direction for approved purposes.

Inmate Trust Fund System (“ITFS”) - the accounting system for inmate funds maintained by the ADOC.

Personal Education Device (“PED”) - a corrections grade device made available to inmates for the purpose of providing them with access to digital education, e-books and more.

Personal Property - personal property includes personal clothing items authorized for sale by the ADOC in the incentive/winter package and footwear programs.

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

Standards - all applicable federal and state laws, constitutional requirements, court orders, and ADOC policies and procedures. If there is a conflict between any of these and this RFP or the 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.

State Prison System - a prison operated and maintained by a state and used to confine and rehabilitate criminals.

Selected Vendor - any corporation or legal entity qualified under Alabama law and the specifications of the RFP chosen by the ADOC to negotiate a contract. For the purposes of this RFP, “Selected Vendor” may mean singular or plural.

Vendor - any corporation or legal entity qualified under Alabama law to respond to this RFP. For the purposes of this RFP, “Vendor” may mean singular or plural.

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 resulting 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. Mandy Speirs, ADOC’s Single Point of Contact, **by 4:00 p.m. CST February 26, 2024**, as provided in Sections 5.1(c) and 5.7 of this RFP. The ADOC will issue written responses, if appropriate, by close of business **March 8, 2024**. The written responses will be posted to the ADOC website, www.doc.alabama.gov/RequestForProposals.

1.4 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.

1.5 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 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.

1.6 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.

1.7 Opening Date

Vendors’ proposals will be opened on **March 18, 2024, at 10:00 a.m.** in the ADOC Legal Conference Room located at 301 South Ripley Street, Montgomery, Alabama 36104. At the scheduled place and date for the proposal opening, only the names of Vendors who submitted proposals will be announced.

1.8 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 then make a recommendation to the State Chief Procurement Officer.

1.9 Cost of the Contract

Product prices shall include all costs of services provided by the Selected Vendor and must be quoted in the proposal.

1.10 Contract Negotiations

Selected Vendor may be required to enter 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, the ADOC may reject Selected Vendor's proposal or revoke the selection and begin negotiations with the next Selected Vendor.

1.11 Entire Agreement

The resulting contract(s) shall include the provisions in this RFP and any addendum or attachments thereto and will 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 official(s).

1.12 Communications

- a) From the date of receipt of notice of this RFP until a binding contractual agreement exists with the Selected Vendor, or when the Department of Corrections rejects all proposals, informal communications shall cease. Informal communications shall include, but will not be limited to:
 - a) Requests from any Vendor to any facility or unit at the ADOC, with the exception of the ADOC's Single Point of Contact, for information, comments, or speculation.
 - b) Requests from any facility or unit at the ADOC and any employee of the ADOC, with 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 the Selected Vendor, or when the ADOC rejects all proposals, all communications between the ADOC and the Vendor 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 pursuant to Sections 5.1(c) and 5.7,
 - 2) Oral Presentations, or

3) Negotiations.

- c) All formal inquiries for information should be directed to the Single Point of Contact, Ms. Mandy Speirs, by email at Mandy.Speirs@doc.alabama.gov and include in the subject line “RFP 2024-02: Inmate Incentive/Winter Package and Footwear Vendor.”
- d) Failure to comply with this provision could result in disqualification of the Vendor from continuing in this process.

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SECTION II

GENERAL TERMS AND CONDITIONS

2.1 Proposal Conditions

- a) By signing the 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 shall 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 shall be if the Vendor is engaged in contract negotiations, then that Vendor shall 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 ACA, the ADPH, and other standards as may be defined in Administrative Regulations, directives, policies, and procedures of the ADOC.
- d) If any requirement of the RFP exceeds the standards or requirements of the ACA, the ADPH, or other standards as may be defined in Administrative Regulations, directives, policies, and procedures of the ADOC, the requirements of the RFP shall prevail. Any exception to this requirement must be specified in the resulting contract, or through a subsequent written mutual agreement, and must be signed by the authorized representatives of Selected Vendor and the ADOC.
- e) The State reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- f) The State of Alabama may make such reasonable investigations as deemed proper and necessary to determine the ability of Vendor to perform the services or furnish the goods, and Vendor shall furnish to the State all such information and data for this purpose as may be requested. The State reserves the right to inspect Vendor's physical facilities prior to award to satisfy questions regarding Vendor's capabilities. 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 or furnish the goods contemplated therein.
- g) Vendors may be asked to submit further financial information to prove financial responsibility. Any such financial responsibility documents shall be kept confidential if a "REDACTED" copy is also submitted, as provided in Section 5.2(d)(5), unless otherwise required by law.
- h) Upon the award or the announcement of the decision to award a contract, the State Purchasing division shall inform the Selected Vendor in writing.

- i) 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 records.
- j) The ADOC reserves the right to modify the requirements of the RFP or the resulting contract by: (1) changing the operational requirements or time frames; (2) adding or deleting tasks to be performed or equipment to be provided; and/or (3) making any other modification deemed necessary by the ADOC.
- k) Any changes in Vendor's proposed program or pricing in response to an ADOC request, as provided in Section 2.1(j), 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.
- l) Deadlines and other critical dates in this RFP have been provided in Attachment G. For any discrepancies between Attachment G and the dates included in this RFP, Attachment G shall prevail. Failure to strictly adhere to these deadlines and other critical dates may result in disqualification of Vendor.

2.2 Other General Terms

- a) The resulting contract(s) shall be comprised of this RFP, relevant portions of the Selected Vendor's proposal that are expressly adopted, and any changes or modifications made during the negotiation process. The contract, including any attachments, shall 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 Legislative Contract Review Committee, the Chief Procurement Officer, and the approval of 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 resulting 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 Governor 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 shall not be liable to pay Vendor for any supplies provided, services performed, or expenses related to the supplies and services subject to the contract incurred prior to the beginning of, or after the ending of, the term of the contract.

- e) Selected Vendor shall 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. Specifically, Alabama state sales taxes shall be collected and remitted to the proper authorities.
- f) The ADOC shall not be responsible for funding the payment for the goods and services purchased under the terms of the resulting contract(s). The ADOC, however, shall make payment for purchases by inmates to the Selected Vendor(s) from the ITF.
- g) 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 resulting contract. Vendor covenants that it shall not employ any person with a conflict to perform under the resulting contract. Vendor further covenants that no person has an interest in Vendor or in the contract that would violate Alabama law.
- h) 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.
- i) Selected Vendor shall be an independent contractor. Selected Vendor, its agents, sub-vendor(s), and employee(s) shall 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 shall be entitled to participate in any retirement or pension plan, group insurance program, or other programs designed to benefit employees of the ADOC.
- j) 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 must be disclosed as a part of the proposal or otherwise approved in advance by the ADOC. Any approval of the ADOC to 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 shall meet or exceed the requirements set forth in the RFP.
 - 2) The ADOC shall 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 shall in any way affect Selected Vendor's obligations under the contract resulting from this RFP.
- k) Selected Vendor shall 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 resulting contract. Selected Vendor represents that it shall 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 shall promptly notify Selected Vendor and Selected Vendor shall replace that individual.

- l) Selected Vendor or its employees who perform services requiring a license, shall have and maintain said required licenses. With the consent of the ADOC, Selected Vendor may meet the license requirement through use of a sub-vendor as provided in Section 2.2(k).
- m) 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 shall not be relieved of its obligations to complete performance. The Chief Procurement Officer, however, shall have the option to terminate the contract upon written notice to Selected Vendor.
- n) Upon request, Selected Vendor shall meet with the ADOC for the purpose of reviewing Selected Vendor's performance under any resulting contract. Selected Vendor shall be asked to explain deviations, discuss problems, and mutually agree on a course of action to improve the operation of the inmate incentive/winter package and footwear programs.
- o) Selected Vendor shall consult with and keep the ADOC fully informed as to the progress of all matters covered by the resulting contract. Selected Vendor shall promptly furnish the ADOC with copies of all correspondence and documents prepared in connection with the services rendered under the resulting contract. Upon request, Selected Vendor shall arrange, index, and deliver all correspondence and documents to the ADOC.
- p) All documents, materials, or data developed as a result of work under the resulting contract shall be the property of the ADOC. The ADOC shall 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 shall keep confidential all documents, materials, and data prepared or developed by Selected Vendor or supplied by the ADOC.
- q) Selected Vendor shall 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, shall 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.
- r) Selected Vendor and its sub-vendors shall maintain books and records related to the performance of the contract or subcontract and necessary to support amounts charged to the inmates, family, or friends in accordance with applicable law, terms and conditions of the contract, and generally accepted accounting practices. Selected Vendor shall 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 shall 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 underpayment to the ADOC, Selected Vendor shall immediately remit all amounts that may be due to the ADOC. Failure to maintain the books and records required by this Section shall 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.

- s) Price adjustments may be permitted only for substantial changes in Selected Vendor's cost of materials. Price increases are subject to ADOC approval. No price increases shall be authorized after the effective date of the contract unless the cost of an item to Selected Vendor increases ten percent (10%) or more and only when verified to the satisfaction of the ADOC.
- t) Selected Vendor shall give not less than thirty (30) days advance written notice of any price increase to the ADOC. Any approved price changes shall be effective only for the next incentive/winter package or footwear catalogue following the end of the full 30-day notification period. Selected Vendor shall document the amount and proposed effective date of any general change in the price of goods. Documentation must be supplied with Selected Vendor's request for increase that will: (1) verify that the requested price increase is general in scope and not applicable just to the State of Alabama; and (2) verify the amount or percentage of increase that is being passed on to Selected Vendor by Selected Vendor's suppliers.
- u) Selected Vendor is advised that decreases that affect the cost of goods are required to be communicated immediately to the ADOC Accounting point of contact. "Across the board" price decreases are subject to implementation at any time.
- v) If any term or condition of the contract is declared void, unenforceable, or against public policy, that term or condition shall be ignored and shall not affect the remaining terms and conditions of any resulting contract, and such contract shall be interpreted as far as possible to give effect to the parties' intent.
- w) 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 or decrease in the price of the contract resulting from such modification 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, services to be performed, the method of packing or shipment, and the place of delivery or installation. 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 one of the following methods:
 - i. By mutual agreement between the parties in writing; or
 - ii. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and Selected Vendor accounts for the number of units of work performed, subject to the ADOC's right to audit Selected Vendor's records and to determine the correct number of units independently; or

- iii. By ordering Selected Vendor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the awarded contract. The same markup shall be used for determining a decrease in price as the result of savings realized. Selected Vendor shall present the ADOC with all vouchers and records of expenses incurred and savings realized. The ADOC shall have the right to audit the records of Selected Vendor, as it deems necessary, to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the ADOC within thirty (30) days from the date of receipt of the written order from the ADOC. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause as set forth in Section 2.2(y) of this RFP. Neither the existence of a claim nor a dispute resolution process, litigation, or any other provision of the awarded contract shall excuse Selected Vendor from promptly complying with the changes ordered by the ADOC or with the performance of the contract generally.

- x) 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. For any and all monetary disputes arising under the terms of this RFP or the resulting 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 Chief Procurement Officer may terminate any contract(s) 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 it is 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 the Vendor's proposal;
 - 4) For the unavailability of funds appropriated or available to the ADOC; and,
 - 5) For convenience of the ADOC.

- z) Should Selected Vendor at any time during the course of a resulting 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 shall have the option, after forty-eight (48) 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 shall immediately remit the amount so paid upon presentation of documentation from the ADOC; or
 - 3) Terminate the contract in accordance with Sections 2.2(z) and 2.2(aa).
- aa) The Chief Procurement Officer reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon sixty (60) days written notice to Selected Vendor. In the event the initial contract period is for more than twelve (12) months, the resulting contract may be terminated by either party, without penalty, after the initial twelve (12) months of the contract period upon one hundred and sixty (60) days written notice to the other party. Any contract cancellation notice shall not relieve Selected Vendor of the obligation to deliver and perform on all outstanding orders issued prior to the effective date of cancellation, including any refunds or replacements thereto.
- bb) If the ADOC terminates for convenience, the ADOC will pay Selected Vendor for supplies and services satisfactorily provided and for authorized expenses incurred up to the time of termination.
- cc) Any notice given to the ADOC under the resulting contract must be submitted in a timely manner. Notices shall 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 resulting 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 shall share information and provide timely notification to one another in the event of a claim against either party. There shall be no settlement of any claim arising out of the performance of the resulting contract by Selected Vendor without consultation of the ADOC.
- ee) Selected Vendor shall assume risk of loss until delivery to the designated facility.
- ff) In compliance with Ala. Act No.2023-409, by signing this contract, Contractor provides written verification that Contractor, without violating controlling law or regulation, does not and will not, during the term of the contact engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act.
- gg) Penalties may be levied against the Selected Vendor as follows:

- 1) The Department's approved incentive/winter package schedule shall be adhered to and any deviation is unacceptable without prior approval. Failure to maintain approved delivery schedule without notification and approval of a new delivery schedule on a habitual basis may result in a penalty ranging from one hundred dollars (\$100) to one thousand dollars (\$1,000) per incident and may increase for subsequent offenses.
- 2) Any deviation from the Department's approved product list is unacceptable, unless it is approved by ADOC in writing, and shall be considered a breach and subject to the provisions of Sections 2.2(z) and 2.2(aa).
- 3) Selected Vendor must provide the inventory as specified with not more than five percent (5%) of the approved list shown as out of stock per program. Selected Vendor must notify the Department of said shortages in approved items weekly and the reason for the shortage. If there is a pattern of repeating the same reason for change over a period of thirty (30) days, Selected Vendor shall immediately implement systems to eliminate future occurrences.
- 4) Failure to provide documentation of price increases as provided in Section 2.2(u) upon request by the Department may result in a fine of up to one thousand dollars (\$1,000) and will increase for each offense.

2.3 Filing of Protests; resolution; administrative review

§41-4-161 Code of Alabama

(a)(1) A bona fide prospective bidder or offeror who is aggrieved in connection with the solicitation of a contract may protest to the Chief Procurement Officer with 14 days of the date of issuance of the solicitation or any amendment to it, if the amendment is at issue.

(2)a. Except as provided in paragraph b., a bona fide actual bidder or offeror who is aggrieved in connection with the intended award or notification of intent to award, whichever is earlier, is posted in accordance with this article.

b. A matter that could have been raised under subdivision (1) as a protest of the solicitation may not be raised as a protest of the award or intended award of a contract.

(3) A protest filed under subdivision (1) or (2) shall be in writing, be filed with the Chief Procurement Officer, and set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided.

(b) The Chief Procurement Officer, or his or her designee, may settle and resolve the protest of a bona fide actual prospective bidder or offeror concerning the solicitation or award of a contract in accordance with rules adopted under this article.

(c) If the protest is not resolved by mutual agreement within 10 days after the protest is filed, the Chief Procurement Officer shall commence an administrative review of the protest and issue a decision in writing with 14 days of review.

(d) A copy of the decision under subsection (c) shall be mailed or otherwise furnished immediately to the protestor and any other party intervening.

(e) A decision under subsection (c) shall be final and conclusive, unless fraudulent, or a party adversely affected by the decision appeals administratively to the Director of Finance in accordance with Section 41-4-164.

(f) In the event of timely protest under subsections (a) or an appeal under Section 41-4-164, the state may not proceed further with the solicitation or with the award of the contract until five days after notice of the final decision is provided to the protestor, except when solicitation or award of a protested contract is not stayed if the Chief Procurement Officer, after consultation with the head of using agency or the head of a purchasing agency, makes a written determination that the solicitation or award of the contract without further delay is necessary to protect the best interests of the state.

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SECTION III

STATEMENT AND SCOPE OF WORK Incentive/Winter Package and Footwear Program

The Selected Vendor(s) shall provide services for one or two (2) types of programs, an *Incentive/Winter Package Program* and/or a *Footwear program*. As set forth herein, Vendors may bid on either or both programs, and separate contracts may be awarded based on the responses to this RFP.

It is Vendor's responsibility to develop proposals based upon sound business practices. The ADOC fully expects that Selected Vendor(s) will fulfill all terms of the contract(s) throughout the contract period.

The ADOC makes no guarantee, expressed or implied, with regard to actual consumption during the contract period. It should be further noted that changes in departmental policies and procedures may become necessary during the term of the contract, which could impact incentive/winter packages or footwear sales, directly or indirectly.

The ADOC reserves the right to add, delete, and otherwise modify items included in either the *Incentive/Winter Packages* or *Footwear Programs* at its discretion based upon security considerations or needs and requests of the inmate population. Such changes will be made in writing by the ADOC and shall become effective only after adequate notification to Selected Vendor(s).

3.1 General Operational Requirements

a) Merchandise

- 1) Selected Vendor(s) shall provide only first quality merchandise.
- 2) Selected Vendor(s) shall maintain an adequate inventory of items specified for the service so as to make quarterly incentive package shipments, annual winter package shipments, and footwear program shipments to each of the ADOC facilities. Backordering must not be permitted. Customers should not be allowed to place orders for an item if sufficient stock is not on hand for the item. Substitutions, deletions, or additions of products offered for sale in the program including portions, quality, or packaging specified may be allowed with prior approval of the ADOC.
- 3) Selected Vendor(s) shall guarantee all items sold and any replacements shall be shipped at no cost to the purchaser. In addition, all discrepancies will ship via United Parcel Services, USPS, or common carrier within forty-eight (48) hours from the time the purchaser reports the discrepancy. The Selected Vendor(s) shall provide each facility's property room staff with all the necessary paperwork to process missing or damaged items. All replacement items shall be clearly labeled with the appropriate inmate's name, location, and order information.

- 4) Selected Vendor(s) shall propose products that are new to the market for review and approval by the ADOC. Selected Vendor(s) shall provide product samples when requested by the ADOC at no charge to the ADOC.

b) Ordering Methods

The Selected Vendor, at a minimum, shall allow orders in the following ways.

- 1) Family members, relatives, and friends may place an order over the internet by secure website, mail, or phone. The Selected Vendor(s)' website must (1) be easy to navigate, (2) be available for ordering twenty-four hours a day, seven days a week, (3) offer available discounts to the customer, (4) enforce product restrictions and quantity limits, and (5) enforce spending, weight, order frequency, and inmate status limits.

- 2) Inmates may place orders by forwarding completed order forms to the Business Office at the facility where the inmate is housed. The Business Office shall forward the orders, along with the inmate's payment (ITF check), to the Selected Vendor(s) by U.S. Mail.

c) Payment Methods

- 1) Selected Vendor(s) shall accept ITF checks for inmate orders directly from the ADOC and credit cards, cashiers checks, and money orders for all other orders.

- 2) Selected Vendor(s) shall be responsible for all Accounts receivable.

d) Refunds

- 1) Selected Vendor(s) shall refund amounts paid by family and friends of inmates directly to the family or friend.

- 2) Amounts paid by the ADOC Inmate's ITF account shall be refunded to the Facility by the Selected Vendor(s) clearly identifying the refund by inmate name, inmate number, and location.

e) Commissions to the ADOC

Selected Vendor(s) shall pay a **minimum** of twenty-five (25) percent commission to the ADOC based on the total dollar amount of sales net of State taxes for the quarterly incentive packages, annual winter clothing package and weekly footwear program packages.

In your response, please list the percentage of commission the ADOC will receive.

f) Required Reporting Information

- 1) Monthly, Selected Vendor(s) shall remit the agreed upon commission along with an excel spreadsheet detailing all inmate orders for the previous month's sales to the ADOC Accounting Division in Montgomery, Alabama. In addition to the hard copy of the spreadsheet, an electronic copy should be e-mailed to the Assistant Accounting Director (samson.ervin@doc.alabama.gov). This spreadsheet shall include the inmate number,

location, housing assignment, the dollar amount charged by line item and the total of the orders making up the remitted commission. This information will be compared to the receiving documents and the related catalogs on a test basis to determine that the commission has been correctly remitted.

2) Selected Vendor(s) shall notify the ADOC in writing of any items that can no longer be supplied or are no longer packaged as described in the approved *Incentive/Winter Package Programs* and the *Footwear Programs*.

3.2 Incentive Package Program / Winter Clothing Package

- a) The *Incentive Package Program* shall consist of two (2) types of packages - clothing/hygiene and food, with four (4) delivery periods as further described in Section 3.2(e)1, Processing Orders. In addition to the four (4) incentive packages, all inmates are eligible to receive an annual *Winter Clothing Package*.
- b) Delivery of dated food items for incentive packages must be scheduled so as to ensure a reasonable remaining shelf life at the time of delivery to the facilities (or to be determined by the manufacturer's freshness date).
- c) For each *Incentive/Winter Clothing Package*, Selected Vendor(s) shall develop separate and distinct catalogs for both the women's and men's facilities. Items to be included in each catalog must be approved by the ADOC Commissioner or his designee prior to the distribution of the catalog to the inmates and their family members. Each catalog must include two (2) order forms. Enough copies shall be provided to distribute one catalog to each inmate. In addition to providing printed copies of the catalogs, Selected Vendor(s) shall provide the ADOC with electronic versions of both catalogs that are compatible with and can be uploaded to the Department's Personal Education Devices (PEDs).
- d) In addition to the catalogs, Selected Vendor(s) shall design and print a minimum of two hundred (200) 14"x 20" color posters for each *Incentive/Winter Package Program*. These will be displayed by the ADOC in the visitation rooms and individual units within each facility.

ADOC reserves the right to review and approve any materials to be distributed to the facilities.

e) Processing Orders

1. Selected Vendor shall be expected to provide quarterly incentive packages and annual winter packages to each of the facilities listed in Attachment C using schedule outlined below:
 - A. A clothing/hygiene package to generally be delivered in March.
 - B. A food package to generally be delivered in June.
 - C. A clothing/hygiene package to generally be delivered in September.
 - D. A winter clothing package to generally be delivered in November.

E. A food package to generally be delivered in December.

Any variation in the above schedule must be approved in writing and in advance by ADOC.

2. The minimum order per inmate for each incentive package and winter package shall be twenty-five dollars (\$25.00) with a maximum amount of two hundred dollars (\$200.00) before applicable sales tax. All inmates are eligible to receive an annual winter clothing package. Inmates will be allowed to receive only one order or incentive package per quarter if they have not received disciplinary action. The Selected Vendor will be responsible for enforcing limits on items, spending, quantity, and frequency of orders. Limitations will also be imposed based on inmate status. The ADOC will provide a nightly file of inmates eligible to receive incentive packages to Selected Vendor.

f) Packaging and Handling

1. All *Incentive Package* and *Winter Clothing Package* orders must be pulled and filled using a "blind-fill" method where the work order or pick slip may contain a code, number, barcode, etc., but must not reflect an inmate name, number, or institution. Only after such time as the package is sealed should the completed order form reflect all of the inmate specific information.
2. *Incentive and Winter Clothing Package* orders will be packed in an offsite secure environment operated by Selected Vendor and delivered directly to each ADOC facility. Tamper proof packaging must be used to ensure no intervention from outside sources.
3. *Incentive and Winter Clothing Package* orders shall be sealed in clear poly bags at least two and a half (2.5) MIL thick. Each bag will have a self-adhesive label attached to the outside that will list the inmate's first and last names, inmate number, order number, institution, and housing unit number. Two (2) pick tickets must be included inside each bag for the inmate to sign, one (1) copy for the inmate and one (1) copy for the facility's records.
4. The poly bags shall be placed in cardboard boxes. Cardboard boxes shall consist of a bottom (pallet), top, and sides individually constructed to allow for the disassembly of the box at the facility. When assembled, each box before shipping shall be secured using poly-strapping material to secure the top, bottom, and sides to prevent tampering while in transit and during storage at the facility before the box is opened and the packages are inspected and handed out to the inmates. Each box shall have a manifest attached to the outside that lists by inmate numbers, the bags inside for transportation to each facility. Each box should not contain more than twenty (20) individual orders.
5. An additional manifest that recaps the entire shipment shall be emailed to the facility Business Office contact and Warden no less than five (5) days before shipping. The

list shall be in numerical sequence by inmate number, inmate first and last name, order number, as well as the box number containing the package.

6. Any changes in packaging must be approved in advance by ADOC.

g) Delivery Requirements

1. Selected Vendor must make deliveries of *Incentive* and *Winter Clothing Packages* Monday through Thursday during normal business hours. Both the day and time of the delivery must be mutually agreeable to each facility's Warden. Each Warden will have approval authority over the delivery schedule for his/her facility. At a minimum, Selected Vendor shall give forty-eight (48) hours notice prior to each delivery. Deliveries arriving at inappropriate times, as determined by the Warden of the facility, may be refused at the Warden's discretion. Redelivery at an appropriate time will be at Selected Vendor's expense.
2. Selected Vendor must ensure any delivery equipment and drivers used are certified by the U.S. Department of Transportation. All drivers entering a correctional facility, including their delivery vehicles are subject to search. Such searches may include frisk searches, searches by metal detectors or searches by narcotics detection canines.

3.3 Footwear Program

- a) The *Footwear Program* is a continuous program in which items may be ordered at any point during the year.
- b) A separate catalog shall be issued at least twice a year. Footwear offered shall be approved in advance by ADOC. Facility wardens shall determine the number of catalogs required. In addition to providing printed copies of the catalogs, Selected Vendor(s) shall provide the ADOC with an electronic version of the catalog that is compatible with and can be uploaded to the Department's Personal Education Devices (PEDs).
- c) In addition to the catalog, Selected Vendor(s) will design and print a minimum of two hundred (200) 14"x 20" color posters yearly for the footwear program. These will be displayed by the ADOC in the visitation rooms and individual units within each facility.
- d) ADOC reserves the right to review and approve any materials to be distributed to the facilities.
- e) All orders must be pulled and filled using a "blind fill" method where the work order or pick slip may contain a code, number, barcode, etc., but must not reflect an inmate name, number, or institution. Only after such time as the package is sealed should the completed order form reflect all of the inmate specific information.
- f) All orders shall be packed in an offsite secure environment operated by Selected Vendor and delivered directly to each ADOC facility. Tamper proof packaging must be used to ensure no intervention from outside sources.

- g) Footwear orders may be shipped in separate “shoe boxes” to the individual facility or combined into cardboard boxes. Each box shall not contain more than twenty (20) individual orders.
- h) All *Footwear Program* orders must be approved by the warden or his/her designee before shipping. Selected Vendor shall notify facility by email of pending shipments for review and approval. Any footwear that is received without advance approval will be returned to the Selected Vendor at their expense.
- i) Inmates are allowed to have three (3) pairs of shoes at once: one (1) pair of brogans or work boots, one (1) pair of tennis shoes, and one (1) pair of slides OR two (2) pair of tennis shoes and one (1) pair of slides.
- j) Any new or replacement footwear items must be approved in advance by ADOC Operations. Selected Vendor may propose items at any time.

3.4 Shipping for All Programs

- a) The total price of an order shall include all shipping and handling. Selected Vendor(s) shall use its own equipment, UPS, USPS, or common carrier and ship directly to the specific institution. All price quotations shall be F.O.B. Destination. The term F.O.B. shall mean delivered and unloaded onto the receiving dock of the facility listed, with all charges for transportation and unloading prepaid by Selected Vendor.
- b) Prior to shipment, Selected Vendor(s) must provide to each facility a list of all inmates that have had an order placed. The facility will verify the inmates’ locations, housing assignments, and provide any corrections to the Selected Vendor(s). Selected Vendor(s) shall be responsible for correcting inmate location prior to shipping orders. In the event an inmate has been relocated or released when the inmate’s package is delivered to the facility, Selected Vendor(s) shall provide prepaid labels to the facility’s business office for the purpose of forwarding the package to the inmate’s new location.
- c) Each box shall contain orders for one (1) housing location only. Multiple boxes may be used for a facility’s specific housing location, but a box shall not contain orders for inmates that are located in different housing locations. Shipments are to be coordinated with each facility and shall be shipped all at one (1) time unless the facility has requested otherwise. Selected Vendor(s) is responsible for contacting each facility and coordinating the shipment with the appropriate personnel.

3.11 Customer Service

Selected Vendor(s) must establish a Toll-Free customer assistance number available in English and Spanish and a web site to answer customer questions and allow ADOC facilities to track orders. In your proposal, please detail the hours customer service is available and the approximate wait times.

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SECTION IV

CERTIFICATIONS

4.1 Liability and Indemnification

- a) Vendor agrees to indemnify and hold harmless the State of Alabama, the ADOC, and their officers and employees from and against any and all loss or damage, including court costs and attorney fees, for liability claimed against or imposed upon the ADOC because of a bodily injury, death, or property damage, real or personal, including loss of use thereof, arising out of or as a consequence of the breach of any duty or obligation of Vendor included in this RFP or resulting contract, negligent acts, errors, or omissions, including engineering and professional error, fault, mistake, or negligence of Vendor, its employees, agents, representatives, or sub-vendors, their employees, agents, or representatives in connection with, or incident to, the performance of the resulting contract, or arising out of Worker Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of vendor and sub-vendors, or claims under similar such law or obligations. Vendor obligation under this Section will not extend to any liability caused by the sole negligence of the ADOC or its employee(s).
- b) Vendor will provide legal representation in defending all suits covered in this Section, at its own expense. Vendor will pay all judgments and costs rendered against Vendor or Vendor's employees in said suits, including attorney's fees.
- c) Vendor will do nothing to prejudice the ADOC to recover against third parties for any loss, destruction, or damage to State property, and will, upon request of the ADOC and at Vendor's expense, furnish to the ADOC reasonable assistance and cooperation, including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the ADOC, in obtaining recovery.
- d) The ADOC assumes no liability for actions of Vendor and is unable to indemnify or hold Vendor harmless for claims based on the contract or use of Vendor provided supplies or services.

4.2 Insurance Coverage

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 (\$1,000,000.00) 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 various facilities and institutions where services will be provided under the contract. Selected Vendor will also be required to provide a certificate naming the ADOC as an additional insured prior to contract execution. Coverage required must include, but not be limited to, Comprehensive General Liability, Worker's Compensation, and Employee's Liability.

Selected Vendor will 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.

4.3 Performance Guarantee

Prior to the execution of the contract, Selected Vendor must provide documentation of its securing a Performance Guarantee in the amount of one hundred thousand dollars (\$2,000,000) in the form of a bond, irrevocable letter of credit, 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.

4.4 Bribery Convictions

Vendor certifies compliance, or agreement to comply, with the following legal requirements 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.

4.5 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 ten (10) 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.

No employee of the Selected Vendor is eligible to enter any facility for work under this contract if he/she has been convicted of a felony until ten (10) years after the date of completion of the sentence for such felony.

4.6 Inducements

Any person who offers or pays any money or valuables to any person to induce him or 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.

4.7 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.

4.8 Confidentiality and Use of Work Product

- a) Any documents or information obtained by Vendor from the ADOC in connection with this RFP or the resulting 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 resulting 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.

4.9 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.

4.10 Compliance

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

- 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) Vendor is 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 the Vendor under the resulting 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 at the various institutions.
- m) Selected Vendor's 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. Vendor certifies responsibility for the collection and payment of any and all applicable state, county, municipal and federal taxes, including sales and tobacco tax, and any other taxes imposed by other governmental entities so authorized.
- o) All laws and rules regarding the handling and disposal of any hazardous materials that could result from this contract must be followed.
- p) Pursuant to Alabama Code Section 14-11-31 as well as 28 C.F.R. Part 115, the Prison Rape Elimination Act (“PREA”), any type of sexual contact with or sexual harassment of an inmate in the custody of the ADOC by a contractor of the ADOC one who is responsible for the care, control, or supervision of inmates – with or without the consent of the inmate – is illegal. Under Alabama law, it constitutes a felony – custodial sexual misconduct. See also, ADOC Administrative Regulation 454, Inmate Sexual Assault and Harassment Awareness (Prison Rape Elimination Act (PREA)). The ADOC has a Zero Tolerance Policy toward all forms of custodial sexual misconduct, sexual abuse, and sexual harassment. 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 the facility or director of the administrative division to which that inmate is assigned, or his/her designee.

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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 G. For any discrepancies between Attachment G and the dates included in this RFP, Attachment G will prevail.
- b) Sealed Proposals must be received **by 4:00 p.m., Central Standard Time, on March 15, 2024**, at the below listed address. Responses are to be submitted in a sealed envelope and clearly marked “ADOC RFP #2024-02: Inmate Incentive/Winter Package and Footwear Vendor”. See Attachment B.

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

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

- 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) If 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, electronic, or oral proposals will not be accepted.
- 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, Mandy Speirs, via electronic mail at Mandy.Speirs@doc.alabama.gov, **by 4:00 pm, Central Standard Time, on February 26, 2024**. 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, www.doc.alabama.gov/RequestForProposals, **by close of business on March 8, 2024**. Any revisions to the solicitation 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. In addition, the Incentive/Winter Package Product Information and Bid Sheet (Attachment D) and Footwear Program Product Information and Bid Sheet (Attachment E) must also be completed and submitted in a separately sealed envelope both as a print attachment and in Excel format on a USB Flash Drive.** The certification located at the bottom of the form should be completed and signed by an official that has the authority to bind Vendor.
- b) An electronic copy of Attachments D and E in Excel will be available on the ADOC's website at <https://doc.alabama.gov>.
- c) 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.
- d) Vendors are required to comply with the following instructions:
 - 1) Proposals shall prominently list in bold on the coversheet and first page of the document which program(s) the Vendor is bidding on by indicating "INCENTIVE/WINTER PACKAGE PROGRAM," "FOOTWEAR PROGRAM," or "BOTH." Failure to do so may result in the ADOC requiring prompt submission of missing information, giving a lower score in evaluation of the proposal, or rejection by the ADOC.
 - 2) Proposals shall be signed 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 by the ADOC.
 - 3) 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.
 - 4) Proposals should be organized in the order in which the requirements are presented in Section 5.8. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the corresponding paragraph from Attachment A or Section III, as applicable. It is also helpful to repeat the text of the requirement as it appears in Attachment A or Section III, 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.
 - 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, single copy of its proposal, 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 “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

The ADOC may, at its sole option, elect to require oral presentation(s) by Vendors clearly in consideration 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 will schedule the time and location of these presentations, 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 resulting contract.

5.6 Identification of Proposal Envelope

- a) Envelopes containing proposals shall be sealed and marked in the lower left-hand corner with the solicitation number, “ADOC RFP No. 2024-02,” 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 envelope. 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. The courier's envelope should be addressed as directed in the introduction Section of this solicitation.

- 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. Mandy Speirs, ADOC's Single Point of Contact, via e-mail at Mandy.Speirs@doc.alabama.gov, and such notification must be received by the ADOC **by 4:00 p.m., Central Standard Time, on February 26, 2024**. The subject line of the e-mail should read "RFP 2024-02: Inmate Incentive/Winter Package and Footwear Vendor." The ADOC will issue written instructions, if appropriate, **on or before March 8, 2024**, which will be posted on ADOC's website at www.doc.alabama.gov/RequestForProposals.

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 26, 2024**. In the ADOC's response, the ADOC will state the request for clarification followed by a statement of clarification. A copy of the responses will be posted on the ADOC website at www.doc.alabama.gov/RequestForProposals. **This will be done on or before March 8, 2024.**

5.8 Submission Requirements

One original and six (6) copies of the proposal as well as a USB flash drive that includes information requested in Attachments D and E must be submitted to the ADOC. This does not include the "REDACTED COPY" Vendor may choose to submit. See Section 5.2(d)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. 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:**

- a) **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 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.**

All Vendors must use Attachment D, Incentive/Winter Package Product Information and Bid Sheet, and Attachment E, Footwear Program Product Information and Bid Sheet, to submit unit bid pricing for items delivered to inmates located in facilities in Attachment C. These attachments include the products and sales volume of items that have

been approved, offered, and sold during the last calendar year. Vendors must enter the unit price for each item to include any charges for shipping and handling. **Items that have been discontinued or are not widely available from all vendors are included for informational purposes. These items do not require a bid and will not be used in the evaluation.** An Excel spreadsheet for the Vendor to complete will be provided on the ADOC web site, <https://doc.alabama.gov>.

The Vendor must submit their proposals with the intent of supplying all items listed to all ADOC facilities. Vendor may offer alternate, but comparable, brands and/or larger sizes if the specified size is not available. The ADOC, however, will not evaluate on an ounce-to-ounce basis. Be sure to indicate any proposed item that does not conform to the indicated product size/measurement by describing the replacement in column G of Attachment D for Incentive/Winter Package items and column F of Attachment E for Footwear Package items. Acceptance of an alternative but comparable brand and/or size is based wholly on the discretion of the ADOC.

Vendors must fully complete the applicable attachments for their response. A printed copy of the spreadsheet with each page signed by the responsible party is to be included with the submission along with an electronic copy of the completed Attachments D and E in Excel format with each submission.

5.9 Evaluation Criteria

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

Criteria	Percentage
Cost of Incentive/Winter Packages or Shoes to inmates, family, or friends. [calculated as (lowest submitted Vendor's total cost) divided by (Vendors total cost) times 700 points]	70%
General Qualifications & Experience	5%
Corrections-Specific Qualifications	10%
Suitability of Approach	15%
Total Possible	100 %

- a) Notwithstanding the foregoing, the ADOC reserves the right to award on the basis of cost alone or to accept or reject any or all proposals 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).

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 for your company or the program you are submitting a proposal by bidding on, please mark the response as “N/A.”

1. General Qualifications and Experience

- a) Provide company name, primary contact, mailing address (including city, state, and zip code), phone number, and e-mail address*.

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

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

Years: _____ Months: _____

- c) Provide Vendor’s FIN or FEI Number and Vendor’s Alabama Business License Number.

- d) Provide background information about Vendor including its size, number of employees, and annual volume of business.

- e) Expressly agree to provide products and packaging samples for review and testing upon request on a no-charge basis to the ADOC. If Vendor does not make arrangements for the return of samples within ten (10) days after notification from the ADOC, the ADOC may dispose of the samples. In addition, detail what product and packaging testing capabilities Vendor provides on a “no charge” basis.

- f) Provide a list of all clients lost within the last three (3) years, including a contact name, title, telephone number, and e-mail address, if available. In addition, state the length of service at the account and reason for loss. If your company has not lost any such clients in the last three (3) years, indicate so by stating, “[Vendor] has not lost any clients.”

- g) 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.

- h) **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 <https://eforms.alacourt.gov/media/aojmu0qb/state-of-alabama-disclosure-statement.pdf>. At least one (1) original should be submitted. For your convenience, a copy of the form has been provided as part of Attachment F.

- i) **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). **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 F.
- j) 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.
- k) Read, expressly agree, and certify that Vendor has and will comply with all Certifications as set forth in **Section IV** of the RFP.

2. Corrections-Specific Qualifications

- a) Provide names, qualifications, and experience of personnel to be assigned to the ADOC account to support the incentive/winter package and/or footwear programs.
- b) Indicate specific features that distinguish Vendor from other vendors in the correctional field.
- c) Indicate Vendor’s experience providing incentive/winter packages and/or footwear packages in a correctional environment. The ADOC reserves the right to make site visits to customers of Vendor to evaluate implementation of services similar in nature to those required in this RFP.
- d) Provide a minimum of three (3) references from current or former correctional clients comparable to the ADOC. At least one of the clients must have an inmate population of ten thousand (10,000) with multiple facilities. 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; Number of Inmates Served; Number of Facilities Involved; and Yearly Sales.

3. Suitability of Approach

- a) Provide a plan of operation to achieve the objectives as defined in Section III of this RFP. **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.**
- b) State how Vendor evaluates the effectiveness of its incentive/winter package and/or footwear programs.
- c) Provide Vendor’s 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.

4. Cost of Incentive/Winter Packages

- a) Vendors submitting proposals for providing *Incentive and Winter Packages* to the ADOC facilities listed in Attachment C **must provide pricing for all items listed in Attachment D by utilizing the spreadsheet provided on ADOC's website at www.doc.alabama.gov.** Vendors must enter the sales price for each item. Sales price must include any charges for shipping and handling. The spreadsheet provided on ADOC's website will multiply the unit price times the estimated consumption quantity, record the total price in the "Extended Cost" column, total the extended cost, and record the grand total in the space provided on the last page. **The information must be submitted in print as an attachment to the proposal and electronically in Excel format on a USB flash drive. Vendor's representative must sign and date each page on the print version submitted to the ADOC.**
- b) Products proposed must conform to the indicated product size/measurement(s); however, Vendor may offer alternate, but comparable, brands and/or larger sizes if the specified size is not available. A description of the proposed replacement should be entered in column G on Attachment D. The ADOC, however, will not evaluate on an ounce-to-ounce basis. Acceptance of an alternate but comparable brand and/or size is based wholly on the discretion of the ADOC.
- c) For evaluation purposes only, sales taxes levied by the State of Alabama, or its counties or municipalities, should be excluded from the prices submitted in Attachment D.

5. Cost of Footwear Program

- a) Vendors submitting proposals for providing footwear to the ADOC facilities listed in Attachment C **must provide pricing for all items listed in Attachment E by utilizing the spreadsheet provided on ADOC's website at www.doc.alabama.gov.** Vendors must enter the sales price for each item. Sales price must include any charges for shipping and handling. The spreadsheet provided on ADOC's website will multiply the unit price times the estimated consumption quantity, record the total price in the "Extended Cost" column, total the extended cost, and record the grand total in the space provided on the last page. **The information must be submitted in print as an attachment to the proposal and electronically in Excel format on a USB flash drive. Vendor's representative must sign and date each page on the print version submitted to the ADOC.**
- b) Products proposed must conform to the indicated product size/measurement(s); however, Vendor may offer alternate, but comparable, brands if the specified product is not available. A description of the proposed replacement should be entered in column F on Attachment E. Acceptance of an alternate but comparable brand is based wholly on the discretion of the ADOC.
- c) For evaluation purposes only, sales taxes levied by the State of Alabama, or its counties or municipalities, should be excluded from the prices submitted in Attachment E.

6. Certification

I/we agree to furnish the services as set forth in this proposal and guarantee that each item proposed for sale in the ADOC incentive/winter packages and/or footwear program to the ADOC inmates meets or exceeds 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 goods and services and prices in accordance with the attached signed proposal and Pricing Spreadsheet submitted, or as mutually agreed upon by 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: Mandy Speirs
301 South Ripley Street
Montgomery, Alabama 36104**

**ADOC Commissioner
RFP NUMBER: 2024-02
Inmate Incentive/Winter Package and Footwear Vendor
RFP Hour and Due Date:
4:00 p.m. CST, March 15, 2024.**

ATTACHMENT C
FACILITY LISTING AND AVERAGE MONTHLY
POPULATION
As of September 30, 2023

Additional information about ADOC facilities, including average monthly population for Major Institutions and Work Release Centers, can be found on the ADOC website: www.doc.alabama.gov.

FACILITIES	FACILITY ADDRESS	POPULATION
Bibb Correctional Facility	565 Bibb Lane, Brent, AL 35034	1,646
Bullock Correctional Facility	104 Bullock Drive, Union Springs, AL 36089	1,519
Donaldson Correctional Facility	100 Warrior Lane, Bessemer, AL 35023	1,401
Easterling Correctional Facility	200 Wallace Drive, Clio, AL 36017	1,245
Elmore Correctional Facility	3520 Marion Spillway Road, Elmore, AL 36025	1,160
Fountain Correctional Facility	9677 Hwy 21 North, Atmore, AL 36503	1,269
Frank Lee CBF/CWC	5305 Ingram Road, Deatsville, AL 36022	291
Hamilton Aged and Infirmid	223 Sasser Drive, Hamilton, AL 35570	256
Holman Correctional Facility	866 Ross Road, Atmore, AL 36503	353
Kilby Correctional Facility	12201 Wares Ferry Road, Mt. Meigs, AL 36057	1,202
Limestone Correctional Facility	28779 Nick Davis Road, Harvest, AL 35749	2,404
Montgomery Women's Facility	12201 Wares Ferry Road, Mt. Meigs, AL 36057	200
Red Eagle Work Center	1290 Red Eagle Road, Montgomery, AL 36110	296
St. Clair Correctional Facility	1000 St. Clair Road, Springville, AL 35146	1,059
Staton Correctional Facility	2690 Marion Spillway Road, Elmore, AL 36025	1,375
Tutwiler Correctional Facility	8966 US Hwy 231 North, Wetumpka, AL 36092	860
Ventress Correctional Facility	379 Highway 239 North, Clayton, AL 36016	1,237
Alex City CBF/CWC	PO Drawer 160 Alex City, AL 35010	228
Birmingham CBF/CWC	1216 North 25 th St. Birmingham, AL 35234	231
Camden CBF/CWC	1780 Hwy 221 Camden, AL 36726	69
Childersburg CBF/CWC	PO Box 368 Childersburg, AL 35044	398
North Alabama CBF/CWC	1401 Hwy 20 West Decatur, AL 35601	652
Elba CBF/CWC	PO Box 710 Elba, AL 36233	215
Hamilton CBF/CWC	1826 Bexar Ave East Hamilton, AL 35570	262
Loxley CBF/CWC	PO Box 1030 Loxley, AL 36551	353
Mobile Work Center	PO Box 13040 Eight Mile, AL 36663	193
Alabama Therapeutic Education Facility	P.O. Box 1970 Columbiana, AL 35051	234
	TOTAL:	20,608

Additional information about ADOC facilities, including month end populations for Major Institutions and Work Release Centers, can be found on the ADOC website: <https://doc.alabama.gov>.

ATTACHMENT D

INCENTIVE/WINTER PACKAGE PRODUCT INFORMATION

AND

BID SHEET

Provided at doc.alabama.gov.

ATTACHMENT E

FOOTWEAR PROGRAM PRODUCT INFORMATION AND BID SHEET

Provided at doc.alabama.gov.

ATTACHMENT F

DISCLOSURE STATEMENT & CERTIFICATE OF COMPLIANCE FORMS

Provided at doc.alabama.gov.

ATTACHMENT G

RFP CRITICAL DATES

<u>ACTIVITY</u>	<u>DATE</u>
Issue RFP	February 14, 2024
Deadline for Submittal of Questions	February 26, 2024, at 4:00 PM., CST
Answers to Questions Posted on ADOC Website	March 8, 2024
Deadline for Submittal of Proposals	March 15, 2024, at 4:00 PM, CST
Opening Day for Proposals	March 18, 2024, 10:00 AM, CST
Contract Review Deadline	May 23, 2024
Contract Review Meeting	June 6, 2024

* These dates are best estimates and are subject to change.