

**REQUEST
FOR
PROPOSAL
NO. 2024-01**

**Alabama Department of Corrections
PREA Auditor Services**

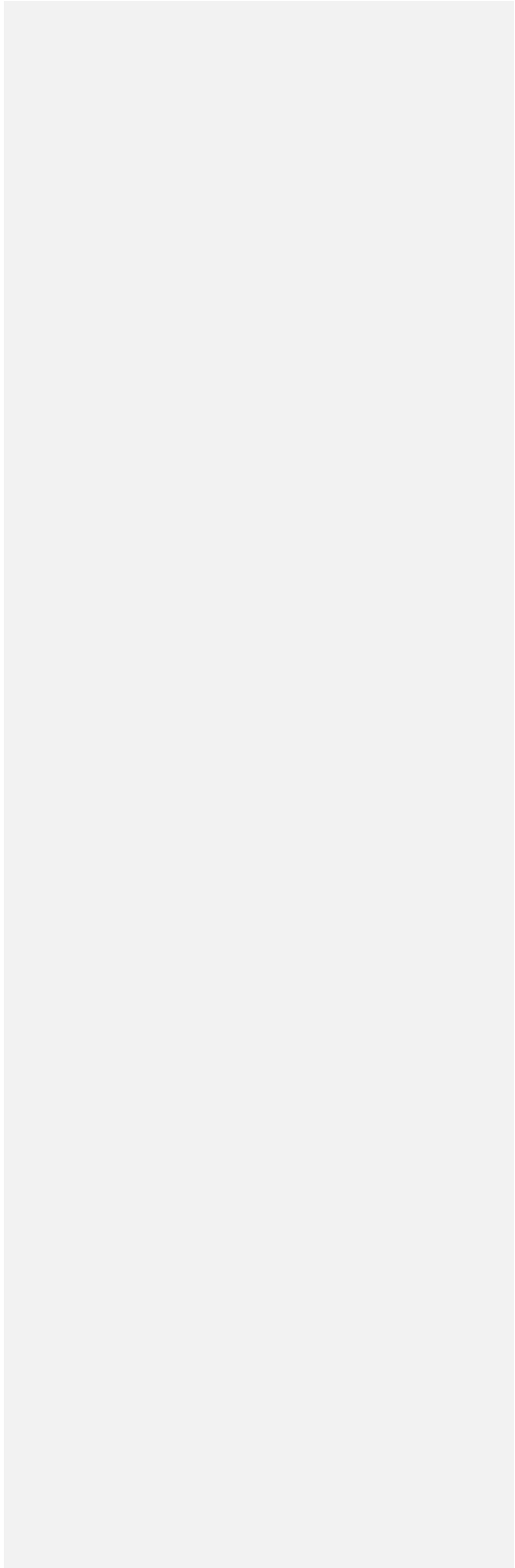


Alabama Department of Corrections
Office of the Commissioner
301 South Ripley Street
Montgomery, AL 36104

March 4, 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 Certified Prison Rape Elimination Act (“PREA”) Auditor services as required by 28 CFR Sections 115.401, 115.402, 115.403, and 115.404. 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 wishes to secure contracts with a certified PREA Auditor (or teams of Auditors) for the purpose of conducting PREA Audits of each of ADOC’s twenty-six (26) Facilities in accordance with the schedule set forth in Attachment C. It is the intention of the ADOC to complete nine (9) of these audits (identified as Year 1) on or before February 21, 2026. The remaining facilities will have their audits completed as set forth in Attachment C.

Proposals to provide these services must be received in the ADOC Commissioner’s Office by **4:00 p.m., Central Standard Time, on April 17, 2024.**

1.1 Purpose of RFP

The purpose of this RFP is to secure contracts with qualified Vendors, who are certified by the United States Department of Justice (“DOJ”) and who have no conflict of interest with the ADOC or its Facilities, to audit ADOC’s Facilities in a cost-effective manner in compliance with established PREA Standards while maintaining accountability to the ADOC and an open, collaborative relationship with the administration and staff of the ADOC and the individual Facilities. The contracting period will be for an initial two (2) year period with renewal options available. The contract shall not to exceed a total of five (5) years.

1.2 Definitions

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

Auditor - person who is certified as completing the DOJ requirements to conduct institutional audits for compliance with PREA Standards.

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.

Contract - refers to the written agreement entered into by the ADOC and Selected Vendor as a result of this RFP.

DOJ - the term “DOJ” means the United States Department of Justice.

Employee/Staff - any person employed by the ADOC as a full time, part time, conditional or temporary employee, and all other persons such as contractors, authorized service providers, vendors, and volunteers in the classified and unclassified service.

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

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

Institutional PREA Compliance Manager (“IPCM”) - designated person at a Facility with significant time and authority to coordinate the Facility’s efforts to comply with the PREA Standards.

PREA Director - individual designated by the Commissioner with the authority to coordinate and develop procedures to identify, monitor, and track sexual assault, rape, and sexual misconduct within the ADOC, maintain statistics, and conduct audits to ensure compliance with Departmental policy, the Prison Rape Elimination Act of 2003, and Prison Rape Elimination Act National Standards (Code of Federal Regulations, Title 28, Part 115).

Prison Rape Elimination Act (“PREA”) of 2003 - federal statute enacted in September of 2003 to provide for the analysis of the incidents and effects of prison rape in federal, state, and local institutions and provide information, resources, recommendations, and funding to protect individuals from prison rape.

PREA Standards - national standards codified by 28 CFR 115.

Relevant PREA Document(s) - refers to ADOC documents required under PREA Standards to be provided during the audit process as specified in the Facility Pre Audit Questionnaire form provided by the DOJ including, but not limited to, relevant agency-wide policies, procedures, reports, internal and external audits, accreditations for each facility type, and videotapes and other electronically stored data, if available, that are relevant to the provisions being audited, as well as any other document or certification produced by the IPCM to the Auditor relating specifically to the Facility Pre-Audit Questionnaire.

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

Standards - all applicable federal and state laws, including PREA Standards, directives of the DOJ PREA Working Group, the PREA Auditor’s Handbook, constitutional requirements, court orders, and ADOC policies and procedures.

State - the State of Alabama or the Alabama Department of Corrections; these terms may be used interchangeably.

Selected Vendor - any qualified corporation, legal entity, or individual chosen by the ADOC to negotiate a contract. The singular or plural form of this term may be used interchangeably.

Vendor - any corporation, legal entity, or individual that responds to this RFP. The singular or plural form of this term may be used interchangeably.

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 on March 21, 2024**, as provided in Sections 5.1(c) and 5.7 of this RFP. The ADOC will issue written instructions, if appropriate, by April 5, 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 or not Vendor is selected for negotiations. Any costs associated with this procurement will be the responsibility of Vendor and will in no way be charged to the ADOC.

1.6 Security

By the time of the signing of a contract, Selected Vendor must provide a Performance Guarantee in the amount of sixty thousand dollars (\$60,000) in the form of a bond or other form acceptable to the ADOC. This guarantee will be in force for the life of the contract. A breach of the contract by Selected Vendor will cause the performance guarantee to become payable to the State of Alabama. The ADOC will be the named recipient of the Performance Guarantee.

1.7 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.

1.8 Opening Date

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

1.9 Evaluation and Selection

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

1.10 Cost of the Resulting Contract

The total cost of the contract shall be a fixed fee, and at no time shall it exceed the total cost quoted by Vendor in its proposal. The total price of the contract will include all costs of equipment and other services provided by Selected Vendor pursuant to this RFP including, but not limited to, resources expended, supplies, and all travel expenses. Payments will be made in equal monthly installments during the time period for which Vendor performs the work as is further specified in the resulting contract and upon written invoice submitted by Vendor.

1.11 Contract Negotiations

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

1.12 Entire Agreement

The resulting contract shall include the provisions in this RFP and any addendum or attachments thereto. Any proposed changes, as well as the final contract, must be approved and signed by the appropriately authorized State and ADOC officials.

1.13 Communications

- a) From the date of receipt of notice of this RFP until a binding contractual agreement exists with Selected Vendor, or at such time as the ADOC rejects all proposals, informal communications shall cease. Informal communications shall include, but will not be limited to, requests or communications from any Vendor to any facility, division, or employee of the ADOC, with the exception of the ADOC's Single Point of Contact, Mandy Speirs for information, comments, or speculation.
- b) From the date of receipt of this RFP until a binding contractual agreement exists with Selected Vendor, or at such time as the ADOC rejects all proposals, all communications between the ADOC and the Vendors will be formal, as provided in this RFP or as requested by the ADOC. Formal Communications shall include, but will not be limited to:
 - 1) Written Requests for Clarification/Information, consistent with Sections 5.1(c) and 5.7;
 - 2) 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 2024-01: PREA Auditor Services."
- d) Failure to comply with this provision could result in disqualification of Vendor from continuing in this process.

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SECTION II

GENERAL TERMS AND CONDITIONS

2.1 Proposal Conditions

- a) By signing a proposal, Vendor agrees to be bound by all terms and conditions of the RFP. Any exceptions to the specified terms and conditions must be clearly set forth within Vendor's proposal and are subject to the acceptance of the ADOC.
- b) All vendor proposals will remain firm and unaltered for ninety (90) days after the proposal due date shown or until the contract is fully executed with any Vendor, whichever is earlier. An exception to the criterion will be if the Vendor is engaged in contract negotiations. That Vendor will then 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 PREA Standards, directives of the DOJ PREA Working Group, the PREA Auditor's Handbook, and other requirements or standards as may be defined in Administrative Regulations, directives, policies, and procedures of the federal government and the ADOC.
- d) If any requirement of the RFP exceeds the standards or requirements as set forth in Section 2.1(c) of this RFP, the requirements of the RFP will prevail. Any exception to this requirement must be specified in the awarded contract, or through a subsequent written mutual agreement, and be signed by the authorized representative of Vendor and the ADOC.
- e) The State of Alabama may make such reasonable investigations as deemed proper and necessary to determine the ability of Vendor to perform the services, and Vendor shall furnish to the State all such information and data for this purpose as may be requested. The State further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Vendor fails to satisfy the State that such Vendor is properly qualified to carry out the obligations of the awarded contract and to provide the services contemplated therein.
- f) Vendors may be asked to submit further financial information to prove financial responsibility. Any such financial responsibility documents will be kept confidential if a "REDACTED" copy is also submitted, as provided in Section 5.2, unless otherwise required by law.
- g) Upon the award of, or the announcement of the decision to award, a contract, the ADOC will inform the Selected Vendor in writing.
- h) Only the final results of the ADOC Evaluation Committee may be considered public. Any work papers, individual evaluator or consultant comments, notes, or scores will not be considered public. The final results of the ADOC Evaluation Committee will not be publicly available until a final contract has received all necessary approvals.

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

2.2 Other General Terms

- a) The resulting contract will be comprised of this RFP and any changes or modifications made during the negotiation process. The contract, including any attachments, will constitute the entire contract between Selected Vendor and the ADOC. The executed contract and any renewal thereof are subject to review and approval by the Legislative Contract Review Committee and the Governor of the State of Alabama. Modifications and waivers must be in writing and signed or approved by authorized representatives of Selected Vendor and the ADOC to be binding. Amendments or modifications may also be subject to review and approval, in accordance with State Law.
- b) No interpretation of any provision of the RFP or the Contract, including applicable specifications, is binding on the ADOC unless furnished or agreed to in writing by the ADOC.
- c) The length of the contract shall be two (2) years with three (3) mutually agreed upon one (1) year renewal options. The total contract, including any renewal, may not exceed five (5) years. If the commencement of performance is delayed because the ADOC does not execute the contract on the start date, the ADOC may change the start date, end date, and milestones to reflect the delayed execution.
- d) The ADOC will not be liable to pay Vendor for any supplies provided, services performed, or expenses paid related to the contract incurred prior to the beginning of, or after the ending of, the term of the contract.
- e) Any work or service performed on State premises will be done through coordination with the ADOC PREA Director and the respective Warden or Division Director and will, in any event, be performed so as to minimize inconvenience to the ADOC and its personnel and minimize interference with the operation of the ADOC.

- f) Selected Vendor will be responsible for the payment of any and all applicable state, county, municipal, and federal taxes, including sales tax, and any other taxes imposed by other governmental entities so authorized.
- 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 will 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) will not be considered to be agent(s), distributor(s), or representative(s) of the ADOC. Further, neither Selected Vendor nor any employees of Selected Vendor will be entitled to participate in any retirement or pension plan, group insurance program, or other programs designed to benefit employees of the ADOC or under the Alabama State Merit System Act.
- j) Selected Vendor, who executes the 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 by the ADOC of any subcontract or subcontractor shall not constitute a waiver by the ADOC to consent or approve any other subcontract or subcontractor. Any subcontract shall be subject to the following conditions:
 - 1) Any sub-vendor providing services required in the RFP or in the Contract will meet or exceed the requirements set forth in the RFP.
 - 2) The ADOC will not be bound to any terms and conditions included in any Vendor or sub-vendor documents. No conditions in sub-vendor documents in variance with, or in addition to, the requirements of the RFP or the awarded contract will in any way affect Selected Vendor's obligations under the Contract.
- k) Selected Vendor will remain fully responsible for the negligent acts and omissions of its agents, employees, and/or sub-vendors in their performance of Selected Vendor's duties under the Contract. Selected Vendor represents that it will utilize the services of individuals skilled in the profession for which they will be used in performing services hereunder. In the event the ADOC determines that any individual performing services for Selected Vendor is not providing such skilled services, the ADOC will promptly notify Selected Vendor and Selected Vendor will replace that individual.
- l) Selected Vendor, or its employees who perform services requiring a license, permit, or certification, will have and maintain said required licenses, permits, or certifications.

- 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 will not be relieved of its obligation to complete performance. The ADOC, however, will have the option to terminate the Contract upon written notice to Selected Vendor.
- n) Selected Vendor will consult with, and keep the ADOC fully informed as to, the progress of all matters covered by the Contract. The Selected Vendor will promptly furnish the ADOC with copies of all correspondence and all documents prepared in connection with the services rendered under the Contract. Upon request, the Vendor will arrange, index, and deliver all correspondence and documents to the ADOC.
- o) Selected Vendor will be required to comply with any inspections by the ADOC and to explain deviations from the services outlined in this RFP. Failure to correct, or take reasonable steps to correct, any issues noted to the Vendor in writing within a reasonable time period, may result in a notice of a breach of contract as set forth in Section 2.2(y) of this RFP.
- p) All documents, materials, or data developed as a result of work under the Contract will be the property of the ADOC. The ADOC will have the right to use and reproduce any documents, materials, and data, including confidential information, used in or developed as a result of Selected Vendor's work under the awarded contract. The ADOC may use this information for its own purposes. Selected Vendor is required to have the rights to utilize any documents, materials, or data provided by Selected Vendor to fulfill requirements of the RFP. Selected Vendor will keep confidential all documents, materials, and data prepared or developed by Selected Vendor or supplied by the ADOC.
- q) Selected Vendor will supply all billings, records, evidence of services performed, or other documents as may be required for review and audit by the ADOC. Licensed materials, used as a part of fulfilling the requirements of the Contract, will be considered a trade secret to Licensors, provided that such materials are marked as confidential or in such a way that the ADOC can reasonably determine that they are licensed.
- r) Selected Vendor and its sub-vendors will maintain books and records related to the performance of the Contract or subcontract and necessary to support amounts charged to the ADOC in accordance with applicable law, terms and conditions of the Contract, and generally accepted accounting practices. Selected Vendor will maintain these books and records for a minimum of three (3) years after the completion of the Contract, final payment, or completion of any contract audit or litigation, whichever is later. All books and records will be available for review or audit by the ADOC, its representatives, and other governmental entities with monitoring authority upon reasonable notice and during normal business hours. Selected Vendor agrees to cooperate fully with any such review or audit. If any audit indicates overpayment by the ADOC, Selected Vendor will immediately remit all amounts that may be due to the ADOC. Failure to maintain the books and records required by this Section will establish a presumption in favor of the ADOC for the recovery of any funds to the ADOC under the Contract for which adequate books and records are not available to support the purported disbursement.

s) Billing

- 1) Vendor shall provide an invoice for the services following the issuance of an audit's final report utilizing one standardized format.
 - 2) Vendor will not bill for any taxes unless a statement is attached to the bill identifying the tax and showing why it is legally chargeable to the ADOC. If it is determined that taxes are legally chargeable to the ADOC, the ADOC will pay the tax as required. State and federal tax exemption information is available upon request. The ADOC does not warrant that the interest component of any payment, including installment payments to Vendor, is exempt from income tax liability.
 - 3) Vendor will be in compliance with applicable tax requirements and will be current in payment of such taxes.
 - 4) Payments delayed by the ADOC at the beginning of the fiscal year because of the appropriation process will not be considered a breach. While the State has not historically delayed payments at the beginning of the fiscal year, such a circumstance will not constitute a breach by the ADOC.
 - 5) Payments will be made to conform to State fiscal year requirements notwithstanding any contrary provision in the Contract or order. This may include prorating payments that extend beyond the end of the fiscal year for the ADOC.
 - 6) Vendors must be registered in the State of Alabama Accounting System (STAARS) to receive payment. If Vendor has not registered on the State of Alabama Vendor Self Service (VSS) web site, <https://procurement.staars.alabama.gov>, it is recommended that you register.
- t) If any term or condition of the contract is declared void, unenforceable, or against public policy, that term or condition will be ignored and will not affect the remaining terms and conditions of any Contract, and the Contract will be interpreted as far as possible to give effect to the parties' intent.
- u) Changes can be made to the Contract in any of the following ways:
- 1) The parties may agree in writing to modify the scope of the Contract. An increase in the price or extension of time of the contract resulting from such modification or extension shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract and subject to the process set forth in Section 2.2(a).
 - 2) The ADOC may order changes within the general scope of the Contract at any time by written notice to Selected Vendor. Changes within the scope of the contract include, but are not limited to, modification of the services or programs offered. Selected Vendor shall comply with the notice upon receipt. Selected Vendor shall be allowed to adjust pricing to compensate for any additional costs or savings incurred as the result of such order. Said compensation shall be determined by mutual agreement of the parties in writing and may be subject to the provisions of Section 2.2(a).

- v) 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.
- w) Any dispute arising under, or relating to, the awarded contract that cannot be informally resolved by the parties will be made in writing and presented to the ADOC for a written decision. The ADOC will issue a written decision on the dispute within thirty (30) days. In the event of any conflict between Vendor and the requirements of the RFP, the provisions of the contract will control. Vendor will proceed diligently with performance of the awarded contract pending final resolution of any request for relief or adjustment, or any dispute or appeal, and will comply with any direction of the ADOC pending such final resolution.
- x) Should the parties still not be able to resolve the matter in accordance with Section 2.2(w), above, the following provisions shall apply: For any and all monetary disputes arising under the terms of this RFP or the Contract, the Selected Vendor's sole remedy is to file a claim with the Board of Adjustment for the State of Alabama. For any and all other disputes arising under the terms of the Contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation, subject, however, at all times to the sovereign immunity of the State. Such dispute resolution shall occur in Montgomery, Alabama, utilizing, where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.
- y) The ADOC may terminate any contract resulting from this RFP without penalty to the ADOC, or further payment required, in the event of:
 - 1) Any breach of the contract that, if susceptible of being cured, is not cured within fifteen (15) days of the ADOC giving notice of breach to Selected Vendor including, but not limited to, failure of Selected Vendor to maintain covenants, representations, warranties, certifications, bonds, and insurance;
 - 2) Commencement of a proceeding by or against Selected Vendor under the United States Bankruptcy Code or similar law, or any action by Selected Vendor to dissolve, merge, or liquidate;
 - 3) Material misrepresentation or falsification of any information provided by Vendor in the course of any dealing between the ADOC and Vendor or between Vendor and any State agency, to include information provided in Vendor's proposal;
 - 4) For the unavailability of funds appropriated or available to the ADOC. The ADOC will use its best efforts to secure sufficient appropriations to fund the awarded contract. However, obligations of the ADOC hereunder will cease immediately, without penalty or further payment being required, if the Alabama Legislature fails to make an appropriation sufficient to pay such obligation. The ADOC will determine whether amounts appropriated are sufficient. The ADOC will give Selected Vendor notice of insufficient funding as soon as practicable after the ADOC becomes aware of the insufficiency. Selected Vendor's obligation to perform will cease upon receipt of the notice; and,
 - 5) For convenience of the ADOC.

- z) Should Selected Vendor at any time during the course of a Contract: (1) fail to perform the services according to the specifications required in the RFP; (2) fail in any respect to perform the service requirements of the RFP with promptness and diligence, including, without limitation, failure of Selected Vendor to meet any deadlines as further described in Sections 3.3 through 3.6 of the RFP; or (3) fail in the performance of any agreement contained in the awarded contract, the ADOC will 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 will immediately remit the amount so paid upon presentation of documentation from the ADOC; or
 - 3) Terminate the contract, consistent with Sections 2.2(y) or 2.2(aa).
- aa) The ADOC reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon thirty (30) days written notice to Selected Vendor. Any contract cancellation notice shall not relieve Selected Vendor of the obligation to return any and all documents or data provided or generated as a result of any resulting contract.
- bb) If the ADOC terminates for convenience, the ADOC will pay Selected Vendor for services satisfactorily provided and for authorized expenses incurred up to the time of termination.
- cc) Any notice given to the ADOC under the resulting contract will be submitted in a timely manner. Notices will be mailed to the Alabama Department of Corrections, Attn: Christy Vincent, PREA Director, 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 will share information and provide timely notification to one another in the event of a claim against either party. There will be no settlement of any claim arising out of the performance of the resulting contract by Selected Vendor without consultation of the ADOC.

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 within 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 award of a contract may protest to the Chief Procurement Officer within 14 days of the date the 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 or 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 within 14 days of the 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 subsection (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 that 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 OF WORK

3.1 Services to be Provided

Vendor shall conduct a comprehensive Audit of each Facility, including the Pre-Audit, Audit, and Post-Audit (including any Corrective Action Plan process, if necessary) phases as provided below. Details of each Facility are provided in Attachment C of this RFP. Throughout the Audit process, Vendor shall:

- a) provide work that complies in all respects with applicable PREA Standards, the PREA Auditor's Handbook, and other PREA related requirements as promulgated by the DOJ's PREA Working Group. For each Facility, Vendor should utilize Prison and Jail Standards;
- b) furnish all of the equipment needed for the purpose of the Audit at Vendor's expense, working with ADOC to ensure equipment is compatible;
- c) retain and preserve all documentation (including video tapes and interview notes) relied upon in making audit determinations for a period of not less than three (3) years following a completed audit, or longer as requested by the DOJ. Such documentation shall be provided to the ADOC and the DOJ upon request. In the event the DOJ requests such information, that request shall be communicated to the PREA Director. Note: the ADOC has no responsibility to provide duplicative documentation to the Vendor in the event the Vendor fails to maintain or preserve documentation;
- d) maintain communication and discuss with the IPCM any necessary matters.

Commented [VC(1)]: Changed to three years per DOJ

3.2 Pre-Audit

During the Pre-Audit phase, Vendor shall, at a minimum:

- a) provide notice of the upcoming Audit and Vendor's contact information to the Facility IPCM at least six (6) weeks prior to the Audit;
- b) attempt to communicate with community base or victim advocates who may have insight into relevant conditions in the Facility;
- c) communicate with the IPCM regarding the Online Auditing System;
- d) conduct an initial Auditor review with the IPCM; and
- e) review the Online Auditing System documents submitted by the IPCM. Provide feedback to the Facility IPCM for any additional documents that will be needed during the Audit phase.

Commented [VC(2)]: Online Auditing System documents

3.3 Audit

During the Audit phase, Vendor shall, at a minimum:

- a) conduct a Facility tour at a time mutually agreed upon by Vendor, the IPCM, and the Warden of that Facility, or his or her designee. Vendor shall observe all areas of the audited Facility, and shall at all times follow all ADOC policies and procedures as well as instructions given by ADOC Staff relating to security. In order to take full advantage of the one hundred and eighty (180) day corrective action period authorized by PREA Standard § 115.404(a), all audits conducted in an audit year must be scheduled so that the last day of the facility tour is no later than February 19 of that given year;
- b) review any additional Relevant PREA Documents not already provided by the IPCM during the Pre-Audit phase; and
- c) interview a representative sample of Inmates and Staff, per Auditor handbook requirements.

Commented [VC(3)]: February 19 of that given year.

Commented [VC(4)]: Per Auditor Handbook requirements.

3.4 Post-Audit

During the Post-Audit phase, Vendor shall, at a minimum:

- a) utilize the Auditor Compliance Tool developed by the DOJ, and provide a response for each measure, based upon:
 - 1. Review of policies/procedures
 - 2. Review of documentation
 - 3. Review of data
 - 4. Interviews with inmates and staff
 - 5. Tour of facility
 - 6. Additional documentation gathered on site
 - 7. Determination of compliance with each standard, and
 - 8. Overall determination of compliance;
- b) determine whether the Facility reaches one of the following grade levels for each PREA Standard: Exceeds Standard (substantially exceeds requirement of standard), Meets Standard (substantial compliance, complies in all material ways with the standard for the relevant review period), Does Not Meet Standard (requires corrective action);
- c) produce an Audit Report within forty-five (45) days following the last day of the facility tour as required in Section 3.5 of this RFP;
- d) take part in preparing a Corrective Action Plan, if necessary, in accordance with Section 3.6 of this RFP; and
- e) if necessary, within thirty (30) days after any Corrective Action Plan period, issue a final report that meets the requirements of Section 3.5 of this RFP stating whether the Facility has achieved compliance with PREA Standards after corrective action as indicated in Section 3.6 of this RFP.

3.5 Audit Report

- a) Each Audit Report shall include a statement by the Certified Auditor that no conflict of interest exists with respect to his or her ability to conduct an audit of the agency or Facility under review.
- b) The Audit Report shall state whether statewide policies and procedures comply with relevant PREA standards and also state the overall determination of compliance of the Facility.
- c) The Audit Report shall specifically indicate the determinations for each PREA Standard as required in Section 3.4(b) above.
- d) The Audit Report shall include an audit summary indicating, among other things, the number of provisions the Facility has achieved at each grade level.
- e) The Audit Report shall describe the methodology, sampling sizes, and basis for the Auditor’s conclusions with regard to each PREA Standard and shall include recommendations for any required corrective action.
- f) Vendor shall redact any personally identifiable inmate or staff information from his/her report(s) but shall provide such information to the agency upon request, and may provide such information to the DOJ following notice to the ADOC.

Commented [VC(5)]: statement

3.6 Corrective Action Plan

- a) If there is a finding of “Does Not Meet Standard” with respect to any PREA Standard, a corrective action period shall be determined by the auditor.
- b) Vendor shall work with the ADOC to jointly develop a Corrective Action Plan to achieve compliance with the indicated PREA Standard.
- c) Vendor shall take necessary and appropriate steps to verify implementation of the Corrective Action Plan, including, but not limited to, reviewing updated policies and procedures or re-inspecting portions of a Facility.

Commented [VC(6)]: a

Commented [VC(7)]: ; time to be determined by the auditor.

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SECTION IV
CERTIFICATIONS

4.1 Liability and Indemnification

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

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

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

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

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

4.2 Insurance Coverage

- a) Selected Vendor shall continuously maintain and pay for such insurance to protect Selected Vendor, the State, the ADOC, its officers, agents, and employees from all claims including, but not limited to, death and claims based on violations of civil rights, arising from the services performed under the Contract, and actions by a third party against Selected Vendor as a result of the Contract. Coverage required must also include, but not be limited to, Comprehensive General Liability, Worker's Compensation, and Employee's Liability. Before signing the Contract, Selected Vendor must file with the ADOC a certificate from Selected Vendor's insurer showing the amounts of insurance carried and the risk covered thereby. Selected Vendor must carry general liability insurance coverage with a combined single limit of one hundred and fifty thousand dollars (\$150,000) 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 Selected Vendor's facility.
- b) Selected Vendor will also maintain public liability, casualty, and auto insurance in sufficient amounts to protect the ADOC from liability for acts of Selected Vendor and risks and indemnities assumed by Selected Vendor in accordance with State law. If Selected Vendor does not have minimum coverage for bodily injury – including two hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per occurrence and, for property damage, one hundred thousand dollars (\$100,000) per occurrence – Selected Vendor must inform the ADOC and seek written permission for lesser coverage.
- c) All general liability insurance policies required under this Contract must name the ADOC as being an additional insured or loss payee and as entitled to all notices under the general liability policies. All certificates of insurance shall contain the following provision: "The coverage provided shall not be canceled, reduced, or allowed to lapse unless and until the ADOC has received at least ten (10) days written notice." At least thirty (30) days prior to each policy anniversary date, Selected Vendor shall provide the ADOC with renewal information and any changes in coverage. This term shall not apply to coverage relating to Worker's Compensation.

4.3 Bribery Convictions

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

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

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

4.4 Felony Conviction

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

4.5 Inducements

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

4.6 Reporting Anticompetitive Practices

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

4.7 Confidentiality and Use of Work Product

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

patent, copyright, or other intellectual ideas, concepts, methodologies, processes, inventions, and tools (including computer hardware and software, where applicable) that Selected Vendor previously developed and brings to the ADOC in furtherance of performance of the 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.

4.8 Warranty

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

4.9 Compliance

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

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

- b) Comply with the nondiscrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons with regard to race, color, religion, sex, or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor.
- c) Comply with Section 504 of the Federal Rehabilitation Act of 1973 as amended (29 U.S.C. 794), the requirements imposed by the applicable H.E.W. regulation (45 C.F.R. Part 84), and all guidelines and interpretations issued pursuant thereto.
- d) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination.
- e) Comply with the regulations, procedures, and requirements of the ADOC concerning equal employment opportunities and affirmative action.
- f) Provide such information with respect to its employees and applicants for employment.
- g) Have written sexual harassment policies that comply with the ADOC's policy, to include, at a minimum, the following information:
 - 1) the illegality of sexual harassment;
 - 2) the definition of sexual harassment;
 - 3) Vendor's internal complaint process, including penalties;
 - 4) the legal recourse, investigative, and complaint process available through Vendor;
 - 5) directions on how to contact Vendor; and
 - 6) protection against retaliation.
- h) Vendor is currently enrolled with the Department of Homeland Security ("DHS") in the E-verify system, and will not knowingly hire or continue to employ a person(s) who are not either citizens of the United States or person(s) who are not in proper and legal immigration status authorizing them to be employed for pay in the United States.
- i) Vendor will include a provision in all subcontracts that requires all subcontractors to utilize the E-Verify system to verify employment eligibility of all persons employed during the contract term. If requested, subcontractor must provide documentation as identified above.
- j) In compliance with the Beason-Hammond Alabama Taxpayer and Citizen Protection Act as amended and codified in Ala. Code Section 31-13-1, *et seq.*, 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 contract and shall be responsible for all damages resulting therefrom.

- k) Vendor will maintain a drug-free workplace. Vendor certifies that no individual engaged in the unlawful manufacture, distribution, dispensation, possession, or use of any illegal drug or controlled substance will be eligible for employment by Vendor under the 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.
- m) All Selected Vendor employees or subcontractors who may enter any ADOC facility are subject to a background check and security check of his/her person and personal property (including his/her vehicle), and may be prohibited from entering the facility in accordance with ADOC regulations. Additionally, any Selected Vendor employee found to have violated any security regulation may be barred from entering any ADOC facility.
- n) Vendor must have appropriate certifications, permits, and licenses in accordance with State and Federal law. The Vendor and its subcontractors will be responsible for obtaining any and all required governmental permits, consents, and authorizations and payment of all taxes. If at any time during this procurement process or throughout the Contract term, Vendor's certification, permit, or license is revoked, suspended, is on probation, or otherwise is in jeopardy by any relevant authority, Vendor is under an ongoing obligation to report this status to the ADOC.
- o) Vendor shall comply with Alabama Code Section 14-11-31, as well as 28 C.F.R. Part 115, the Prison Rape Elimination Act ("PREA"). The ADOC has a Zero Tolerance Policy toward all forms of custodial sexual misconduct, sexual abuse, and sexual harassment. See Administrative Regulation 454, Inmate Sexual Assault and Harassment Awareness (Prison Rape Elimination Act (PREA)). Any type of conduct – including suspected conduct – that falls within the context of custodial sexual misconduct/sexual abuse, as defined by either the State or Federal laws referenced above, shall be reported immediately to the Warden of the responsive Prison or Division Director his/her designee.
- p) In compliance with Act 2016-312, as codified by Ala. Code § 41-16-5, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

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SECTION V

INSTRUCTIONS TO VENDORS / PROPOSAL PREPARATION AND SELECTION CRITERIA

5.1 Deadlines

- a) Deadlines and other critical dates in this RFP have been provided in Attachment E. For any discrepancies between Attachment E and the dates included in this RFP, Attachment E will prevail.
- b) Sealed Proposals must be received **by 4:00 p.m., Central Standard Time, on April 17, 2024**, at the below listed address. Responses are to be submitted in a sealed envelope and clearly marked, on the external packaging, "ADOC RFP #2024-01: PREA Auditor Services." See Attachment B.

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

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

Responses sent via United States Postal Service:

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

- 1) All proposals received after the appointed date and hour for receipt, whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time received in the ADOC Commissioner's Office. Vendors have the sole responsibility for assuring that proposals are received in the ADOC Commissioner's Office by the designated date and time.
- 2) Whether proposals are mailed, hand delivered, or directly delivered by express mail, they must be delivered to the ADOC Commissioner's Office at the address shown above. Hand delivered proposals must be delivered in ample time to allow for security check-in at the front desk of the Criminal Justice Center and delivery to the ADOC Commissioner's Office prior to the closing time for the solicitation.
- 3) Faxed, 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 March 21, 2024**. Any e-mail should include in the subject line “RFP 2024-01: PREA Auditor Services.” It is Vendor’s responsibility to verify receipt of the questions.
- d) Written Responses to those questions received by the ADOC will be posted on the ADOC website, at www.doc.alabama.gov/RequestforProposals, **by April 5, 2024**. Any revisions to the RFP will be made only by addendum issued by the ADOC.

5.2 Proposal Preparation

- a) The Vendor Proposal Form (Attachment A) must be used for submitting proposals. The Proposal Form must be completed and submitted with Vendor’s proposal. **All documents referenced in Attachment A must also be included with Vendor’s proposal.** The certification located at the bottom of the form should be completed, signed by an official that has the authority to bind Selected Vendor, and notarized.
- b) In order to be considered for selection, Vendor shall submit a complete response to this RFP. Proposals should be as thorough and detailed as possible so the ADOC may properly evaluate Vendor’s capabilities to provide the required services.
- c) Vendors are required to comply with the following instructions:
 - 1) Proposals shall be signed and notarized by an authorized representative of Vendor. All information requested must be submitted. Failure to submit all information requested may result in the ADOC requiring prompt submission of missing information, giving a lower score in evaluation of the proposal, or rejection of the proposal by the ADOC.
 - 2) Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
 - 3) Proposals should be organized in the order in which the requirements are presented in Section 5.8 of this RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the corresponding paragraph from Attachment A or Section III of the RFP, as applicable. It is also helpful to repeat the text of the requirement as it appears in Attachment A or Section III of the RFP, as applicable. Proposals that are not organized in this manner risk elimination from consideration or a lower score in the evaluation of the proposal if the evaluators are unable to find where the RFP requirements are specifically addressed.
 - 4) The ADOC takes its responsibilities under the State of Alabama’s Open Records Law very seriously. If the Vendor considers any portion of the documents, data, or records submitted in response to this solicitation to be confidential, trade secret, or otherwise not subject to public disclosure, Vendor must, in addition to the required copies below, also provide the ADOC with a separate, redacted copy of its proposal on a disc in PDF format, marked clearly as a “REDACTED COPY,” and briefly describe in a separate writing, as

to each redacted item, the grounds for claiming exemption from the public records law. This redacted copy shall be provided to the ADOC at the same time Vendor enters its submissions and must only exclude or redact those exact portions that are claimed confidential, trade secret, or otherwise not subject to disclosure.

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

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

5.3 Oral Presentation

The ADOC may, at its sole option, elect to require oral presentation(s) by Vendors being considered for award. This provides an opportunity for the ADOC to ask questions and Vendors to clarify or elaborate on their proposals. This is a fact finding and explanation session only and does not include negotiation. The ADOC 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/boxes containing proposals shall be sealed and marked in the lower left-hand corner of the external packaging with the solicitation number, "ADOC RFP No. 2024-01: PREA Auditor Services," hour, and due date of the proposal. A sample of a return mailing label for identifying the package as a sealed proposal has been provided as Attachment B.

This format should be used on your proposal packaging. It is further suggested that, if you submit your proposal by a courier such as FedEx or UPS, and place your sealed envelope inside the courier's envelope, that you clearly mark the courier's envelope with the same information.

- b) No other correspondence or other proposals should be placed in the envelope.
- c) Envelopes that are prematurely opened due to Vendor's failure to comply with this Section will not be considered. The ADOC assumes no responsibility for the premature opening of any envelope not properly identified.

5.7 Suspected Errors/Clarification

Consistent with Section 5.1(c), if Vendor suspects an error, omission, or discrepancy in this solicitation, Vendor must notify Ms. 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 March 21, 2024**. The subject line of the e-mail should read "RFP 2024-01: PREA Auditor Services." The ADOC will issue written instructions, if appropriate, by close of business on April 5, 2024.

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 March 21, 2024**. In the ADOC's response, the ADOC will provide the request for clarification followed by a statement of clarification. This will be done by April 5, 2024.

5.8 Submission Requirements

One (1) original and seven (7) hard copies of the proposal must be submitted to the ADOC. This does not include the "REDACTED COPY" Vendor may choose to submit. See Section 5.2. Each copy of the proposal should be bound or contained in a single volume where practical, excluding the Cost Proposal, which should be submitted in a separate, sealed envelope. All documentation submitted with the proposal should be contained in that single volume. **Vendor must also submit a disc or thumb drive containing an electronic copy of the complete proposal in readable PDF format as well as the "REDACTED COPY," if desired. A second disc or thumb drive including the Cost Proposal must also be provided in the separate, sealed envelope.** The ADOC will not accept oral, electronic, or faxed proposals. Vendor shall make no other distribution of the proposals. **The following is required in the proposal:**

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

Vendor should submit its Cost Proposal in accordance with the instructions provided in Section V of Attachment A. This Cost Proposal must be submitted in a separately sealed envelope and will not be opened until after the substantive proposal has been evaluated by the committee.

Failure to submit a separate Cost Proposal or to submit the Cost Proposal may result in a rejection of Vendor’s proposal or disqualification of Vendor from continuing participation in the process.

5.9 Evaluation Criteria

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

Criteria	Percentage
General Qualifications	5%
Auditing Experience	15%
Suitability of Approach/Methodology	20%
Auditor Capacity	20%
Total Cost	40%
Total Possible	100 %

- a) Notwithstanding the foregoing, the ADOC reserves the right to award on the basis of cost alone, upon quality alone, or to accept or reject any or all proposals if it is determined to be in the best interest of the State.
- b) If, following an evaluation of the substantive proposal, the committee determines that Vendor is not minimally qualified to perform the services listed in this RFP, the Cost Proposal will be returned to Vendor unopened.
- c) Proposals found to be technically or substantially non-responsive at any point in the evaluation process may be rejected and not considered further.
- d) 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).
- e) The ADOC Evaluation Committee will present written findings to the ADOC Commissioner who will make the final selection.

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ATTACHMENT A VENDOR PROPOSAL FORM

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

I. General Qualifications

- a) Provide Vendor’s contact information, including company name (if applicable), primary contact, mailing address (including city, state, and zip code), phone number, and e-mail address¹.
- b) Indicate the length of time you have been in business providing this type of good or service:
Years: _____ Months: _____
- c) If Vendor is a business entity, provide Vendor’s FIN or FEI Number and Vendor’s Alabama Business License Number. If Vendor is an individual, Vendor must provide a statement that, upon award of a contract, Vendor agrees to take the steps required to sign up with the Alabama State Comptroller in order to receive payment.²
- d) 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.”
- e) If Vendor is a business entity, provide a statement that the Vendor’s corporate office is registered with the Secretary of State to do business in the State of Alabama or provide proof of having submitted an application to do business with the assurance that Vendor will be licensed prior to assuming the contract.
- f) **Complete, sign, notarize, and attach the “Disclosure Statement” as required by Act 2001-955.** This statement is required to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000. The form, along with instructions, can be found at www.ago.alabama.gov (click on “Resources”). At least one (1) original should be submitted. For your convenience, a copy of the form has been provided as part of Attachment D.

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

² Note: This requirement is separate from the requirement to register as a business entity with the Secretary of State in 1(e) of this Attachment.

- g) **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).
- h) **Complete and attach the “CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT”** as required by Alabama Code Section 31-13-1, *et seq.* For your convenience, a copy of the certification form is provided on the ADOC website under “About ADOC” then “RFP’s.”
- i) **Complete and attached the “CERTIFICATE OF COMPLIANCE WITH ACT 2016-312”** as required by said act. For your convenience, a copy of the certification form is provided on the ADOC website under “About ADOC” then “RFP’s.”
- j) **Complete and attach Vendor’s W-9** as required by the Alabama Policies and Procedures Manual. A fillable form may be accessed at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>.
- k) 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. If there are any exceptions requested, state so in writing.
- l) Read, expressly agree, and certify that Vendor has and will comply with all Certifications as set forth in **Section IV** of the RFP. If there are any exceptions requested, state so in writing.

II. Auditing Experience

- a) Provide names, qualifications, certifications, and experience of all personnel that will be utilized to perform the auditing services, as outlined in this RFP. In responding to this Section, Vendor shall expressly state the specific PREA certifications granted by the DOJ to Vendor and each Auditor on the Team proposed by Vendor. **Provide a copy of any relevant certifications.**
- b) Indicate specific features that distinguish Vendor from other vendors in the field.
- c) Provide three (3) references, if possible, from current or former clients comparable in size to the Facility. 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; Inmate Population; Staff Population; Number of Facilities Involved, if applicable; category of PREA Standard utilized in that Audit.

III. Suitability of Approach

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

- b) For each Facility, estimate the amount of time needed to complete each phase. Note, failure of Vendor to correctly estimate the amount of time needed to complete the Audit will not excuse any failure to comply with the requirements of this RFP, the Contract, or any applicable Standard, nor will such failure be a basis for claiming additional compensation.
- 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.

IV. Auditor Capacity Year

- a) Provide the total number of qualified auditors available to the Vendor to perform audits for the ADOC.
- b) Provide the total number of facilities by type (e.g., prison, youth facility, work release) for which the Vendor has audit contracts as of the date of the Proposal. Note, it is not necessary for the Vendor to disclose the names of other clients in the Proposal if a confidentiality term in an existing contract prohibits such disclosures.
- c) Provide an affirmative statement that the Vendor has sufficient personnel, time, and resources to complete the facility tour of each Facility listed in Attachment C by February 21st of Audit Year 1 and January 7th of each audit year thereafter along with an explanation of how the Vendor intends to meet these deadlines.

V. Cost

The response to this Section must be provided in a separate, sealed envelope marked "Cost Proposal". Failure to do so will result in a rejection of Vendor's proposal.

For each Facility, Vendor shall list one (1) fixed, total price for all services required under this RFP. The price shall include the entire cost to the ADOC of all equipment or services including, but not limited to, time, supplies, resources, and all travel expenses necessary to perform the requirements of this RFP. Points for cost will be awarded based upon the total combined price of all Facilities. **Failure to provide a cost for each Facility listed in Attachment C will be considered unresponsive to the RFP, and the Proposal will not be considered by the Committee.**

VI. Certification

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

_____ Authorized Signature (ink)

_____ Authorized Name (typed)

_____ Title of Authorized Person

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

NOTARY PUBLIC
My Commission Expires: _____

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

**Vendor's Name:
Vendor's Address:**

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

**ADOC Commissioner
RFP NUMBER – 2024-01
PREA Auditor Services
RFP Hour and Due Date:
4:00 p.m. CST, April 17, 2024.**

ATTACHMENT C – ADOC FACILITY INFORMATION AND AUDIT SCHEDULE

AUDIT YEAR 1

Facility/Custody Level	Employees³ (all staff)	Inmate Count⁴	Square Feet
Mobile Work Release Center / Minimum	34	208	19,871
Loxley Work Release Center / Minimum	43	380	40,391
Donaldson Correctional Facility / Close	172	1335	335,301
Bibb Correctional Facility / Medium	130	1824	269,645
Kilby Correctional Facility / Close	62	1418	190,875
Limestone Correctional Facility / Close	273	2191	386,154
Hamilton Aged & Infirm / Medium	66	288	35,330
Hamilton Work Release Center / Minimum	36	226	20,689
Holman Correctional Facility / Close	200	829	155,093

AUDIT YEAR 2

Facility/Custody Level	Employees (all staff)	Inmate Count	Square Feet
Easterling Correctional Facility / Medium	103	1074	198,391
Fountain Correctional Facility / Medium	116	1237	157,409
St. Clair Correctional Facility / Close	144	930	340,305
North Alabama Work Release Center / Minimum	54	563	76,126
Elba Work Release Center / Minimum	37	248	24,583
Camden Work Release Center / Minimum	23	66	15,372
Montgomery Women's Facility / Medium	69	266	30,602
Red Eagle Community Work Center / Minimum	45	312	71,991
Staton Correctional Facility / Medium	171	1393	141,706

AUDIT YEAR 3

Facility/Custody Level	Employees (all staff)	Inmate Count	Square Feet
Birmingham Work Release Center / Minimum	47	258	25,235
Childersburg Work Release Center / Minimum	50	401	30,774
Alex City Work Release Center / Minimum	41	239	21,224
Frank Lee Work Release Center / Minimum	50	297	39,633
Elmore Correctional Facility / Medium	119	1172	119,461
Ventress Correctional Facility / Medium	128	1239	188,274
Bullock Correctional Facility / Medium	134	1520	203,014
Tutwiler Prison for Women / Close	152	938	105,468

³ Employee count for correctional facilities consists of ADOC security and support personnel only and is current as of June 1, 2019, (the latest date facility staffing information is publicly available). Employee information for work release/work centers and the Montgomery Women's Facility is as of August 20, 2019.

⁴ Inmate count as of August 19, 2019.

ATTACHMENT D

RFP CRITICAL DATES

<u>ACTIVITY</u>	<u>DATE</u>
Issue RFP	March 4, 2024
Deadline for Submittal of Questions	March 21, 2024, by 4:00 p.m., CST
Answers to Questions Posted on ADOC Website	April 5, 2024
Deadline for Submittal of Proposals	April 17, 2024, by 4:00 p.m., CST
Opening Day for Proposals	April 18, 2024, 10:00 a.m., CST
Contract Review Deadline	Late August 2024
Contract Review Meeting	September 2024
Target Implementation Date	November 15, 2024

*These dates are best estimates at this time but are subject to change.