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GENERAL TERMS AND CONDITIONS FOR RFP FOR SERVICES v 7-9-15 rhc edit 7-28-15

GENERAL TERMS AND CONDITIONS FOR THIS REQUEST FOR PROPOSALS - All proposals are subject to these Terms and Conditions.

1. PROHIBITED CONTACTS; INQUIRIES REGARDING THIS RFP – From the Release Date of this RFP until a contract is awarded, parties that intend to submit, or have submitted, a Proposal are prohibited from communicating with any members of the Soliciting Party’s Team for this transaction who may be identified herein or subsequent to the Release Date, or other employees or representatives of the Soliciting Party regarding this RFP or the underlying transaction except the designated contact(s) identified in {insert *location in RFP where contacts are identified, such as Section S or Item 2.*}

Questions relating only to the RFP process may be submitted by telephone or by mail or hand delivery to: the designated contact. Questions on other subjects, seeking additional information and clarification, must be made in writing and submitted via email to the designated contact, sufficiently in advance of the deadline for delivery of Proposals to provide time to develop and publish an answer. A question received less than two full business days prior to the deadline may not be acknowledged. Questions and answers will be published to those parties submitting responsive proposals.

2. NONRESPONSIVE PROPOSALS - Any Proposal that does not satisfy requirements of the RFP may be deemed non-responsive and may be disregarded without evaluation. Clarification or supplemental information may be required from any Proposer.

3. CHANGES TO THE RFP; CHANGES TO THE SCHEDULE - The Soliciting Party reserves the right to change or interpret the RFP prior to the Proposal Due Date. Changes will be communicated to those parties receiving the RFP who have not informed the Soliciting Party’s designated contact that a Proposal will not be submitted. Changes to the deadline or other scheduled events may be made by the Soliciting Party as it deems to be in its best interest.

4. EXPENSES - Unless otherwise specified, the reimbursable expenses incurred by the service provider in the providing the solicited services, shall be charged at actual cost without mark-up, profit or administrative fee or charge. Only customary, necessary expenses in reasonable amounts will be reimbursable, to include copying (not to exceed 15 cents per page), printing, postage in excess of first class for the first one and one-half ounces, travel and preapproved consulting services. Cost of electronic legal research, cellular phone service, fax machines, long-distance telephone tolls, courier, food or beverages are not reimbursable expenses without prior authorization, which will not be granted in the absence of compelling facts that demonstrate a negative effect on the issuance of the bonds, if not authorized.

If pre-approved, in-state travel shall be reimbursed at the rate being paid to state employees on the date incurred. Necessary lodging expenses will be paid on the same per-diem basis as state employees are paid. Any other pre-approved travel expenses will be reimbursed on conditions and in amounts that will be declared by the Issuer when granting approval to travel. Issuer may require such documentation of expenses as it deems necessary.

5. REJECTION OF PROPOSALS - The Soliciting Party reserves the right to reject any and all proposals and cancel this Request if, in the exercise its sole discretion, it deems such action to be in its best interest.

6. EXPENSES OF PROPOSAL – The Soliciting Party will not compensate a Proposer for any expenses incurred in the preparation of a Proposal.

7. DISCLOSURE STATEMENT - A Proposal must include one original Disclosure Statement as required by Code Section 41-16-82, et seq., *Code of Alabama 1975*. Copies of the Disclosure Statement, and information, may be downloaded from the State of Alabama Attorney General’s web site at <https://www.alabamaag.gov/Documents/files/File-AL-Vendor-Disclosure-Statement.pdf> and <https://www.alabamaag.gov/Documents/files/Vendor-Disclosure-Instructions.pdf>.

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8. LEGISLATIVE CONTRACT REVIEW - Personal and professional services contracts with the State may be subject to review by the Contract Review Permanent Legislative Oversight Committee in accordance with Section 29-2-40, et seq., Code of Alabama 1975. The vendor is required to be knowledgeable of the provisions of that statute and the rules of the committee. These rules can be found at <http://www.legislature.state.al.us/aliswww/AlaLegJointIntCommContracReview.aspx>. If a

contract resulting from this RFP is to be submitted for review the service provider must provide the forms and documentation required for that process.

9. THE FINAL TERMS OF THE ENGAGEMENT - Issuance of this Request For Proposals in no way constitutes a commitment by the Soliciting Party to award a contract. The final terms of engagement for the service provider will be set out in a contract which will be effective upon its acceptance by the Soliciting Party as evidenced by the signature thereon of its authorized representative. Provisions of this Request For Proposals and the accepted Proposal may be incorporated into the terms of the engagement should the Issuer so dictate. Notice is hereby given that there are certain terms standard to commercial contracts in private sector use which the State is prevented by law or policy from accepting, including indemnification and holding harmless a party to a contract or third parties, consent to choice of law and venue other than the State of Alabama, methods of dispute resolution other than negotiation and mediation, waivers of subrogation and other rights against third parties, agreement to pay attorney's fees and expenses of litigation, and some provisions limiting damages payable by a vendor, including those limiting damages to the cost of goods or services.

10. BEASON-HAMMON ACT COMPLIANCE. A contract resulting from this RFP will include provisions for compliance with certain requirements of the *Beason-Hammon Alabama taxpayer and Citizen Protection Act* (Act 2011-535, as amended by Act 2012-491 and codified as Sections 31-13-1 through 35, Code of Alabama, 1975, as amended), as follows:

E- VERIFY ENROLLMENT DOCUMENTATION AND PARTICIPATION. As required by Section 31-13-9(b), Code of Alabama, 1975, as amended, Contractor that is a "business entity" or "employer" as defined in Code Section 31-13-3, will enroll in the E-Verify Program administered by the United States Department of Homeland Security, will provide a copy of its Memorandum of Agreement with the United States Department of Homeland Security that program and will use that program for the duration of this contract.

CONTRACT PROVISION MANDATED BY SECTION 31-13-9(k):

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

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Section 2 TERMS AND CONDITIONS

A. STAARS Registration

To be eligible for the award of a contract, a vendor must be registered and subscribed in the STAARS Vendor Self Service Portal (VSS) at <https://procurement.staars.alabama.gov>.

B. Submission of Proposals

1. All proposals are due no later than 4:00 p.m. CST, December 1, 2022. Proposals must be received by this date and time to be considered by the Bureau. It is the sole responsibility of the proposer to ensure actual delivery of the proposal prior to the deadline. Submissions must be received by physical delivery (mail, courier, overnight, or in person). Email or facsimile submissions will not be accepted. Submissions that are late or are otherwise not compliant with this Request for Proposal (“RFP”) may be eliminated from consideration.
2. One (1) original paper or hard copy of the proposal must be submitted along with five (5) paper or hard copy proposals, including copies of completed/notarized required documents. Vendors must additionally submit an electronic copy of responsive proposals and all attachments on a USB drive. The proposal package must be sealed and properly labelled with vendor’s name, proposal opening date, and RFP number/name. Failure to submit the required number of copies in this requested format will prevent a vendor’s proposal from being evaluated.
3. An authorized representative of vendor must sign the original proposal with any changes made in ink in all required places.
4. Vendor’s proposal must include the complete name, address, mailing address, e-mail address and direct telephone number of the person ABPP should contact regarding the proposal.
5. A vendor’s proposal must include the following forms which are available for download at:
<https://paroles.alabama.gov/resources/request-for-proposals>
 - (a) RFP Coversheet;
 - (b) Authorization to Submit Proposal;
 - (c) Vendor Disclosure Statement (“Proposal Box” must be checked on this form.) (Please note: a separate Vendor Disclosure Statement (with the “Contract Box” checked must be completed by the successful vendor to accompany any executed contract.) A copy of the successful vendor’s completed disclosure statement shall be filed with ABPP and the Alabama Department of Examiners of Public Accounts and submitted to the Contract Review Permanent Legislative Oversight Committee. Any disclosure statement filed pursuant to Alabama Code Section 41-16-85 will be public record.);

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- (d) Corporate Acknowledgement. (Must be included with proposal if applicable. If not applicable, vendor must include an explanation of inapplicability with the proposal.);
 - (e) Certificate of Compliance with Act 2016-312;
 - (f) Immigration Status Form (By submitting a proposal, vendor specifically warrants that vendor does not and will not knowingly employ, hire, or continue to employ an unauthorized alien within the State of Alabama.);
 - (g) Certificate of Compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act;
 - (h) E-Verify MOU. Must provide a copy of vendor's full E-Verify MOU (vendors may enroll in E-Verify at <https://www.e-verify.gov/employers/enrolling-in-e-verify>);
 - (i) Valid W-9 form; and
 - (j) Certificate of Authority (issued by the Alabama Secretary of State);
6. If the entity submitting a proposal intends to outsource or subcontract any work to meet the requirements contained herein, such must be clearly stated in the proposal and details must be provided, including a name and description of the organization(s) being contracted. All forms and requirements of vendor per this RFP shall equally pertain to any subcontractor(s).
7. Proposals shall be sent to the following address:
- ATTN: Claudia Kennedy Smith, General Counsel
Alabama Bureau of Pardons and Paroles, Accounting Division
100 Capitol Commerce Blvd., Suite 310
Tuscaloosa, AL 36117
8. Proposals submitted by "Express/Overnight" services must be in a separate sealed inner envelope/package and identified as stated above. Packages hand delivered must also be sealed and labeled.

C. Opening of Proposals

1. Properly identified proposals will be securely kept and will remain unopened until time of proposal opening planned for December 2, 2022 at 9:00 AM.
2. Proposal opening will be in the Board Room at the Bureau's Tuscaloosa Central Office (same address as above). Proposal opening will be in an open public meeting, making information public to those interested respondents who may be present either in person or by representative.
3. Proposal opening is not to be construed as meaning any vendor meets all specifications as set out in the proposal.
4. The Bureau does not accept responsibility for the premature openings of a proposal not properly identified or the late arrival of a proposal for whatever reason.

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D. Cost of Proposals

The costs for developing and delivering responses to this RFP and any subsequent presentations of the proposal as may be requested by ABPP are entirely the responsibility of the submitter. ABPP is not responsible for any expense incurred by the submitter in the preparation and presentation of a proposal or any other costs incurred by the submitter in the preparation and presentation of a proposal or any other costs incurred by a submitter prior to execution of a contract.

E. Amendments to RFP

1. Amendments to this RFP, if issued, will be made available to all interested vendors registered through the Alabama Department of Finance's Purchasing Division as required by posting the same on the Bureau's website <http://www.pardes.alabama.gov/>
2. The amendment(s) will incorporate the clarification or change and provide a new date and time for new or amended proposals, if applicable. It is the responsibility of all interested vendors to monitor this webpage for announcements regarding this RFP.

F. Clarifications and Suspected Errors in RFP

1. If a vendor suspects an error, omission, or discrepancy in this solicitation, vendor must immediately notify the Bureau's designee in writing, Claudia Kennedy Smith, at the above stated address or by e-mail (Claudia.Smith@pardes.alabama.gov). ABPP will issue written instructions, if appropriate, and make any necessary changes available to all interested parties by posting the same on the Bureau's website, www.pardes.alabama.gov/ It is the responsibility of all interested vendors to monitor this webpage for announcements regarding this RFP.
2. If a vendor considers any part of the RFP unclear, that vendor is expected to make a written request for clarification, prior to the submission of the proposal. The Bureau will respond in writing or by e-mail to all such requests if a response is deemed appropriate. The Bureau's response will state the request for clarification followed by a statement of clarification. A copy of the response will be provided to all eligible vendors by posting the same on the Bureau's website, <http://www.pardes.alabama.gov/>. It is the responsibility of all interested vendors to monitor this webpage for announcements regarding this RFP. The deadline for submitting such questions is 4:30 p.m. CST on November 22, 2022. ABPP's response to questions will be provided no later than 48 hours from this submission deadline.

G. Request to Modify or Withdraw Proposal

1. Vendor may make a written request to modify or withdraw the proposal at any time prior to opening. No oral modifications will be allowed. Such requests must be addressed and labeled in the same manner as the original proposal and plainly marked
2. Only written requests received by the Bureau prior to the scheduled opening time will be accepted. The Bureau will supplement original proposals received with accepted, written modification requests.

H. Responsibility to Read and Understand RFP

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By responding to this solicitation, vendor will be held to have read and thoroughly examined the RFP. Failure to read and thoroughly examine the RFP will not excuse any failure to comply with the requirements of the RFP or any resulting contract, nor will such failure be the basis for any claim for additional compensation.

I. Point of Contact

1. ABPP will consider the person who signs vendor's proposal to be the contact person for all matters pertaining to the proposal unless vendor expressly designates another person in writing.
2. By signing the proposal, vendor agrees to be bound by all requirements, terms and conditions of the RFP. Any exceptions to the specified terms and conditions must be clearly set forth within vendor's proposal. Vendor may be deemed non-responsive if its proposal contains exceptions to the terms and specifications of the RFP.

J. Certifications of Vendor

1. By submitting a proposal, vendor warrants acceptance and agreement with all requirements, terms and conditions presented in this RFP and further certifies that vendor is legally authorized to conduct business within the State of Alabama and to comply with providing the services described.
2. Vendor warrants by submitting a proposal that all statements contained in the proposal are true and correct.
3. By submitting a proposal, vendor warrants that neither vendor nor any of vendor's trustees, officers, directors, employees, agents, servants, volunteers, subcontractors, etc. is a current employee of the Bureau of Pardons and Paroles and that no such individuals have been employed by the Bureau within a two (2) year window preceding the issuance of this RFP. During the term of any awarded contract, vendor shall be responsible for ensuring compliance with this requirement.
4. Vendor certifies by submission of a proposal that vendor has not publicly or privately colluded with any other vendor.
5. Vendor certifies by submission of a proposal that it has disclosed and agrees to be held by a continuing obligation to disclose financial and other interests (public or private, direct or indirect) that may pose a potential conflict of interest, or which may conflict in any manner with Vendor's obligations and performance of an awarded contract. Vendor shall not employ any individual with a conflict of interest to perform any service described in this RFP.

K. Proposals are Firm

1. Proposals will remain firm and unaltered after opening for one-hundred and twenty (120) days after the proposal due date or until ABPP signs a contract with another vendor, whichever is earlier.
2. ABPP may accept vendor's proposal at any time during the proposal firm time, subject to successful contract negotiations.

L. Award of Contract

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1. The successful vendor may be required to enter into contract negotiations at the discretion of ABPP. If an agreement cannot be reached to the satisfaction of ABPP, the Bureau may reject the vendor's proposal or revoke the selection and begin negotiations with another qualified vendor. Any proposed changes, as well as the final contract, must be approved and signed by the appropriately authorized State of Alabama and ABPP official(s).
2. Upon acceptance of vendor's proposal by the Bureau, the parties will execute a formal contract, in writing, duly signed by the proper parties thereto, which shall be subject to review by the Legislative Contract Review Oversight Committee of the State of Alabama and the approval and signature of the Governor of the State of Alabama. Vendor will assume responsibility for providing services under the executed contract on the effective date of the contract, which will be the date of approval and signature of the Governor of Alabama or his designee. The executed contract will not be effective until it has received all requisite state government approvals. Vendor shall not begin performing services thereunder until notified by the Bureau. Vendor will not be entitled to compensation for work or services performed prior to the effective date of the contract.
3. This RFP does not, by itself, obligate the Bureau; such obligation shall commence only upon the execution of any approved contract. However, part or all of this RFP may be incorporated into any executed contract, along with vendor's proposal. The Bureau hereby reserves the right to add terms and conditions during contract negotiations, all within the scope of this RFP
4. If vendor begins any billable work prior to final approval and execution of a contract, vendor does so at its own risk. Vendor's contract, itself, will not be effective until it has received all requisite state government approvals, which includes the signature of the Governor of the State of Alabama, and vendor is entitled to no compensation for work or services performed prior to the effective date of the contract.
5. The Bureau anticipates submitting an executed contract to the Legislative Oversight Review Committee (LCRC) for approval by the deadline for the applicable Contract Review Meeting. As such, any awarded contract must be timely executed by ABPP and the successful vendor and all requisite forms and documentation must be received by the Bureau, for timely submission to the LCRC clerk.
6. A standard agency contract will be required. Standard agency acknowledgement forms will be required for any individual associated with the successful vendor to perform services under an executed contract.
7. The anticipated contract term for this RFP is a two (2) year period. The Bureau reserves the right, however, to include up to three (3), one-year renewal options, at its discretion, in any initially awarded contract. When provided for in any executed contract, ABPP has the sole option to exercise renewal options.
8. Unless otherwise provided by any executed contract, the holding over of the contract, excluding any exercised renewal options, will be considered a month-to-month extension and all other terms and conditions shall remain in full force and effect. To be effective, any renewals must also be submitted and approved by the Alabama Legislative Contract Review Oversight Committee and require the approval and signature of the Governor of the State of Alabama to be effective.

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M. Reservation of Rights

1. ABPP anticipates awarding a contract to the most responsible, substantially compliant, and lowest-priced vendor. However, ABPP hereby reserves the right to cancel this RFP, reject any or all proposals, to reject individual proposals for failure to meet any requirement; to award by item, part or portion of an item, group of items, or total; and to waive minor defects and/or seek additional proposals and also reserves the right to award one or more professional service contracts that ABPP determines to be in the best interest of the state and ABPP. All services may be awarded to one professional service provider or ABPP may award different services described in the RFP to different/multiple providers.
2. ABPP reserves the right to award the contract to a vendor other than the lowest-priced vendor if a higher-priced proposal provides the best value as determined by ABPP.
3. Submission of a proposal confers on vendor no right to a selection or to a subsequent contract. This process is only for the benefit of ABPP and is to provide ABPP with competitive information to assist in the selection process. All decisions on compliance, evaluation, terms, and conditions will be made solely at the discretion of ABPP.

N. Evaluation and Selection

1. The Bureau will designate a Proposal Evaluation Committee to be made up of at least four (4) members of ABPP Senior Staff. ABPP reserves the right to include a qualified expert with relevant experience to participate in proposal evaluations. The Proposal Evaluation Committee will then make a recommendation to the Director of ABPP who will make the final award decision.
2. Vendor selection will be based on the proposal that meets or exceeds the requirements set forth in this RFP. Proposals will be evaluated based on the quality and completeness of the information provided. Vendors must provide comprehensive statements that illustrate their understanding of the proposed contractual requirements. ABPP may seek clarification of a proposal from any vendor at any time. Vendor's failure to timely respond is cause for rejection. Clarification is not an opportunity to modify a proposal.
3. ABPP may request an oral presentation or conduct interviews to support vendor's written proposal.
4. Any vendor whose proposal does not meet the mandatory requirements and does not provide a primary proposal that meets all the required specifications of the RFP will be considered non-compliant.
5. Proposal evaluations will be scored and based on the response to the requirements of this RFP and held as the primary proposal. Alternative proposals will not be considered as the basis for the evaluation of the successful vendor. All proposals received will become the property of ABPP. ABPP further reserves the right to use for its benefit the ideas contained in proposals received. After the evaluation of proposals received and selection of the successful vendor, the selection and the award will be posted on the agency's website.
6. Upon ABPP selecting a vendor's proposal for contract negotiations, ABPP will send vendor written notice. Notice letters sent or posted during proposal firm time, or during any extension thereof, will extend the proposal firm time until such time as ABPP signs a contract or determines negotiations with vendor have failed. Receipt or posting of a

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notice of award is not the equivalent of a contract with ABPP. ABPP anticipates making a vendor selection within no more than 24 hours from the date scheduled for proposal opening but reserves the right for an extension of time as required.

O. Evaluation Criteria

The following criteria will be used in evaluating proposals:

1. Experience, Expertise, Knowledge, Stability, and Reputation of Vendor (35%)
2. Understanding and Responsiveness to RFP (25%)
3. **Proposed Budget (40%)**

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**REQUEST FOR PROPOSAL
RFP-043-2300000008**

Issued: November 8, 2022

“Seeking proposals from qualified professionals/professional organizations for evidence-based criminal thinking interventions, drug/alcohol outpatient and intensive drug/alcohol outpatient treatment, mental health counseling, and re-entry services to parolees, probationers, and mandatory releases participating in the Bureau’s Day Reporting Center in Tuscaloosa, Alabama.”

**Alabama Board of Pardons and Paroles
100 Capitol Commerce Boulevard, Suite 310
Tuscaloosa, AL 36117
Office: (334) 242-0600
www.pardons.alabama.gov**

PROPOSALS MUST BE RECEIVED BY DECEMBER 1, 2022 AT 4:00 P.M. CST

THIS RFP CONTAINS INFORMATION UNDER THE FOLLOWING HEADINGS:

Section 1. RFP DESCRIPTION AND SPECIFICATIONS

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- A. Purpose of RFP**
- B. Background**
- C. Description of Required Services.**
- D. Information Required from Proposers (Vendors).**

Section 2. TERMS AND CONDITIONS

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**Section 1
RFP Description and Specifications**

A. Purpose of RFP

The Alabama Board of Pardons and Paroles (hereinafter “the Bureau” or “ABPP”) is seeking proposals from qualified professionals to provide evidence-based criminal thinking interventions, drug/alcohol outpatient (OP) and intensive drug/alcohol outpatient treatment (IOP), mental health counseling, and re-entry services to parolees, probationers, and mandatory releases participating in the Bureau’s Day Reporting Center (DRC) in Tuscaloosa, Alabama.

B. Background

1. The Bureau recognizes a strong correlation between success on probation or parole and reentry services provided immediately after release from incarceration or sentence to probation. The Tuscaloosa DRC is a non-residential program that provides people under supervision of the Bureau— whether on probation, parole, or mandatory release—access to needed resources to successfully prevent recidivism. The DRC is a “one stop shop” for medium to high-risk people assigned to the program. Evidence-based programming is offered to reduce criminal thinking/behavior, eliminate substance abuse, and increase educational levels and employability. Basic DRC program components involve intensive substance abuse treatment, mental health counseling, cognitive behavioral therapy to reduce criminal thinking, basic adult education, life skills, employment enhancement, intensive supervision, restitution, and community service.
2. The DRC program consists of three (3) phases:

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- (a) Phase 1 (30-45 days): Focus on detoxification and cognitive reconstruction, screening, curfew compliance, assessment, orientation/case management, participants are regularly drug tested, 40 hours of community service completed, family/faith-based community involvement.
 - (b) Phase 2 (2-6 months, although length of phase dependent upon individual): Focus on maintaining sobriety: Surveillance by officer, 40 hours of community service completed, GED/basic adult literacy, employment readiness, AA/NA meetings, relapse prevention, and continued cognitive behavioral therapy. This program is at night, because people under supervision are at work during the day, although day programming is available.
 - (c) Phase 3 (6 months of aftercare, although length dependent upon individual): Maintaining recovery: Continued sobriety, drug testing, community support-AA/NA, supervision, and may require weekly staffing meetings and continued employment. Then once successful, meetings are stepped down to every other week. This period is still composed of curfews and closer supervision than normal parole/probation supervision. After completion, the person would be placed on normal supervision.
3. Supervision of participants is provided by the Bureau's probation and parole officers and support staff. Some components of the program will be managed through collaboration with community partners.
 4. The DRC serves both male and female probationers, parolees, and mandatory releases. Participants are medium to high risk as determined by their risk assessment performed by the Bureau's officers. All participants have some degree of involvement with the criminal justice community. Some may have Class A felonies on their records.

C. Description of Required Services

1. The successful vendor (vendor) will provide evidence-based criminal thinking interventions, drug/alcohol outpatient (OP) and intensive drug/alcohol outpatient treatment (IOP), mental health counseling, and re-entry services as an integral part of the Tuscaloosa DRC program. Comprehensive and evidence-based service that produce maximum results for those served will be required.
2. The vendor will provide services for drug/alcohol treatment and mental health counseling for phases one (1) and two (2) of the DRC Program.
3. Each parolee/probationer/mandatory release's participation in the DRC program shall be based on an individualized assessment of their risk and needs. ABPP DRC staff will conduct an assessment using the appropriate tool from the Ohio Risk Assessment System (ORAS) and will provide copies to the vendor to guide services. ABPP staff will also conduct initial screenings for substance abuse using UNCOPE and mental illness using the agency adopted mental health screening tool. Based on the responses to the screening tool, a referral to the vendor for a complete assessment may be made. Copies of UNCOPE for referrals will likewise be provided to vendor. Vendor will conduct a complete assessment for individual participants and assign each individual to an appropriate or specialized treatment group. Assessments must be used to identify the needs of each participant to ensure appropriate placement. Vendor will conduct assessments based on Chapter 580-9-44 of the Alabama Administrative Code. The treatment program shall be certified and use the Department of Mental Health's (DMH) approved assessment tool that includes all six (6) dimensions per ASAM.
4. The vendor will create a drug treatment program based on approved, evidence-based practices for the scope of the services vendor is going to provide. The population will consist of a combination of approximately 50-60 recently paroled participants (leaving prison), mandatory releases (leaving prison), and probationers accepted from the Tuscaloosa County court system. The treatment program must be structured to meet the needs of the criminal justice-involved participant population, including those that are co-occurring enhanced and co-occurring capable.

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5. The vendor is encouraged to use and work with local and statewide charitable organizations, resources, and service providers. The successful vendor will have relationships with local, state, charitable, and federal agencies for housing, Social Security benefits, aftercare, mental health needs and other services that will benefit DRC participants. Specifically, AA and NA groups may be conducted by local organizations that provide services to the community.
6. The Bureau is also interested in family reunification programs for residents who have been incarcerated or otherwise separated from their families. The vendor will offer programs to reunite families and help participants develop parenting skills.
7. Participants are available for group and individual counseling five days a week and on weekends. Vendor must meet the Alabama Department of Mental Health's minimum requirements for the number of group hours and individual sessions provided to each individual participating in an outpatient (OP) and intensive outpatient (IOP) treatment program or substance abuse program. The DRC's hours of operation are from 8:00 am through 8:00 pm on Monday through Friday. Weekends are available if necessary. ABPP will provide classroom space and times of programming/service provision will be mutually agreed upon.
8. The vendor is encouraged to make use of all available resources. However, all offsite activities must be scheduled in advance and are subject to the discretion of the DRC staff to ensure public and participant safety.
9. The vendor will be tasked with making treatment referrals for participants with mental illness and/or mental health related issues, including not limited to: (1) treatment with a psychiatrist that holds a license as a medical doctor in the State of Alabama and is otherwise qualified to practice psychiatry in the State of Alabama and (2) scheduling psychiatric appointments for participants with that psychiatrist.
10. Vendor must assist the Bureau in creating specialized treatment groups for those participants suffering from mental illness and shall be responsible for providing the Bureau's DRC personnel with records of those participants suffering from mental illness for the purpose of developing appropriate treatment plans.
11. The successful vendor will have access to inpatient drug treatment for participants needing detoxification services. Preference may be given to vendors with established protocols for effecting such referrals and/or formal arrangements with existing local or regional inpatient treatment providers/facilities. Inpatient treatment, itself, will not be covered under the scope of any contract awarded through this RFP.
12. The Bureau is agreeable to certain Medication Assisted Therapies (MAT), as may be funded through grant awards only, such as naltrexone injections, provided they are within Department of Mental Health guidelines for administration. The Bureau encourages co-sponsored grant applications for funding such a therapy at a DRC.
13. Vendor will provide Telehealth (Telepsychiatry) services for up to 10% of the DRC population or 15 participants per month. Vendor may prescribe suboxone to participants to treat opioid addiction via telehealth where appropriate.
14. Vendor will be responsible for recruiting qualified personnel to ensure the availability and maintenance of adequate staffing levels, including the prompt assignment of qualified substitutes in the absence of assigned contract personnel. Vendor will ensure staffing levels meet the requirements of the DRC population. Vendor will notify DRC staff immediately of any disruption in service. Also, the Department of Mental Health mandates certain requirements for these positions and vendor will be responsible for compliance.
15. Vendor's personnel serving onsite must be certified to perform the services of relevant positions, including any specialized certifications required for performing assessments and handling specialized groups of participants, i.e., those with mental illness as required by the Alabama

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Department of Mental Health, Alabama law, and any other applicable federal, state, and local, laws, rules, and regulations.

16. Data Collection. Vendor must be capable of collecting and providing for analysis of certain data to measure program performance. The vendor will be required to coordinate with ABPP to determine what specific data metrics will be needed/collected and to establish and comply with the process for transferring data to ABPP. Vendor must also be responsible for supplying the Department of Mental Health certain statistical data as required to meet and maintain certification responsibilities.

17. Confidentiality.

(a) Data received from the Bureau shall be treated as private, confidential information. The vendor will be considered an agent of the Bureau and will be required to uphold those privileges governing the Bureau's files and records as if it were the Bureau, itself. *See Ala. Code §§ 15-22-36(b), 38, 53; Ex parte Alabama Bureau of Pardons and Paroles*, 814 So. 2d 870, 873 (Ala. 2001); Ala. Op. Atty. Gen. No. 2002-143 15-22-38.

(b) Data obtained or collected by the vendor under the scope of ABPP's DRC program shall not be reproduced for or furnished to outside sources in any manner without prior permission of the Bureau and the third party must execute a separate agreement with the Bureau. Data collected and analyzed shall only be used for program evaluation purposes that meet the objectives of the Bureau and the DRC program. All data collected and provided shall be maintained securely. All data contained on disk, hard copy, etc. shall be maintained in a secure, locked environment.

(c) The transfer of data shall be by secure means. Data containing identifying information shall not be transmitted via e-mail without being encrypted and password protected. Secure transmission includes the mailing of data disks using companies such as Federal Express, which track shipments and require proof of delivery. All data provided to the Bureau in a hardcopy format such as a disk or portable flash-drive will be destroyed once the data are transferred to an encrypted computer. All data pertaining to the Bureau's DRC project shall be password protected with access limited to individuals who have completed and signed an "Acknowledgement of Responsibility to Uphold Statutory Privileges Governing Alabama Bureau of Pardons and Paroles' Files and Records" form.

18. Vendor must provide along with the proposal an up-to-date resume of any individual, including any subcontractors, who would be performing services under any executed contract.

19. Vendor must also submit evidence of appropriate licensure or certifications of any individual, including any subcontractors, who would be performing services under any executed contract.

D. Information Required from Proposers (Vendors):

1. Provide a summary of services to be provided by vendor that meet the above-stated requirements highlighting any of vendor's strengths and identifying any known weakness or inability to provide part or all of the services requested (whether mandatory or preferred).

2. Describe vendor's experience relative to providing required services.

3. Vendor must be certified through the Department of Mental Health to provide substance abuse treatment services. Vendor shall submit evidence of such certification along with its proposal.

4. Provide a minimum of three (3) professional references, including the reference's name and phone number. References should be capable of speaking to similar contracts/services rendered by vendor.

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5. Discuss vendor's plans, goals, philosophies, and objectives.
6. Explain how vendor measures treatment outcomes for services rendered; provide specific methods/processes and explain specifically how such methods/process are evidence-based.
7. Provide a detailed description of services and methods proposed by vendor.
8. Describe vendor's assessment process, including any instruments and procedures to be used, as well as how data collected will be integrated into the delivery and measurement of services.
9. Describe vendor's treatment plan and planning process, including methods employed for engaging participants and any involvement or requirements of individual participants, participants' families, the justice system, community, etc. Treatment plans must reflect the above requirements and address the needs of the target population. Treatment provided must be grounded in theory based upon verifiable research and/or data.
10. Describe how specific planned internal and/or external collaborative relationships will enhance services provided. List all agencies, organizations, community, and/or other resources with which you have formal collaborative agreements, the specific needs of DRC participants these resources will address, and how the services will be accessed. Vendor must include a copy of any collaborative agreements. If formal agreements are not in place, please include letters of intent, along with a detailed description of the arrangement. A formal agreement may be required by the Bureau depending on the type of arrangement and service at issue.
11. Describe procedures vendor will use to assure participants are discharged with a strong support system, including services to be employed to provide a continuation of mental health and or drug/alcohol treatment/care.
12. Discuss any limits or prohibitions to vendor participation and requirements of discharge.
13. Discuss mechanisms used by vendor to monitor fiscal responsibility, clinical, physical, and quality control, including how vendor will incorporate input/feedback from DRC participants, DRC ABPP staff, and other stakeholders into the planning, design, improvement, and implementation of services. Vendor must minimally evaluate the following key program indicators: satisfaction of participants, satisfaction of DRC staff, satisfaction of community linkage agencies, budget compliance, number of participants successfully completing, re-arrests, re-incarcerations, maintenance of sobriety, stable mental and emotional functioning, and family reunification.
14. Identify all personnel that will contribute, in any way, to services provided by vendor, including whether positions are full-time or part-time and/or contract or subcontract arrangements, providing job descriptions for those positions. Describe vendor's plan to maintain adequate personnel, as well as vendor's initial and ongoing staff training and development process. Vendor must provide an organizational chart showing how those personnel providing services under any executed contract are organized within vendor's organization. Vendor must identify credentials and qualifications of all personnel included in the staffing plan and provide evidence of required licensure or certification and applicable training.
15. Vendor must possess adequate resources to implement a plan for promptly handling participants who may be identified as posing a potential threat of harm to themselves or others, including referral and access to inpatient mental health treatment as deemed appropriate.
16. The vendor is encouraged to submit their report for consideration an addendum to outlaying costs and protocols associated with providing telepsychiatry services for up to 10% of the DRC population or 15 participants per month.

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17. Provide the earliest “start date” by which vendor could begin providing services under any executed contract (irrespective of requisite state government approvals and processes by which to obtain them). Identify potential barriers or anticipated delays.

18. Budget.

- (a) Vendor must include with its proposal a proposed detailed, itemized, annual budget, including maximum, anticipated program start-up and personnel costs. Vendor must specify anticipated time requirements for services and provide all applicable hourly rates and any breakdown of costs (direct and indirect) based on the services that will be required. Vendor will identify applicable, individual per hour contract rates for services, which will include all direct and indirect costs. If multiple individuals would provide service under an executed contract, this information must be provided for each such individual. Vendor shall submit a separate firm and fixed “total” price to cover performance of all services described in the RFP. All costs included in the budget must additionally be broken down and itemized with an explanation for each item. All costs must be all-inclusive of any outsourced or subcontracted work. Vendor shall propose a price that reflects any business risk it perceives in the way the proposal specifications are stated.
- (b) Vendor shall not anticipate nor rely on clarifications, discussions, redefinition, or further negotiations with the Bureau after the contract award to adjust the price contained in its proposal for the work required by the RFP. Any efforts to limit, qualify, caveat, restrict, or place conditions upon the price being proposed shall be considered non-compliant and shall result in the proposal being rejected as non-responsive.

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19. **Liability Insurance.** Liability insurance will be the responsibility of the contract provider. Vendor must provide evidence of adequate insurance with its proposal and maintain adequate insurance coverage for the entire duration of any executed contract.