



State of Alabama Solicitation

Solicitation RFP 043 2300000010	Document Phase Final	Document Description New Officer Psych Evaluations
Procurement Folder 1764003	Creation Date 05/19/23	Print Date 05/23/23

Request for Proposals

CONTACTS

Contact Name	E-mail	Phone
Requestor: ashlee foy	ashlee.foy@paroles.alabama.gov	3342420392
Issuer: ashlee foy	ashlee.foy@paroles.alabama.gov	3342420392
Buyer: ashlee foy	ashlee.foy@paroles.alabama.gov	3342420392

Bids will be accepted from: 05/30/23
to: 06/20/23

All Inquiries for Information Regarding Bid Submission Requirements or Procurement Procedures Should be Directed To The Buyer Contact Listed Above.

COMMODITY INFORMATION

Group: 1	Line: 1	Line Type: Service
Commodity Code: PRF15000044	Quantity:	
Commodity Description: Psychologists/Psychological and Psychiatric	Unit:	
Extended Description:		

Psych Evaluations for new employees

SHIPPING AND BILLING

Shipping

BUREAU OF PARDONS & PAROLES LEGAL DIVISION
100 Capitol Commerce Blvd, Suite 310
MONTGOMERY, AL 36117
USA

Delivery Date:

Billing

BUREAU OF PARDONS & PAROLES ACCOUNTING
DIVISION
334-242-8152
100 Capitol Commerce Blvd, Suite 310
MONTGOMERY, AL 36117
USA

Delivery Type:

	Document Phase	Document Description	Page 2
2300000010	Final	New Officer Psych Evaluations	Total Pages: 19

Request for Proposal Standard Terms and Conditions

1. Authority

Division 4 of the Department of Finance Administrative Code (Chapters 355-4-1 through 355-4-6), effective October 1, 2022, is incorporated by reference and made a part of this document. To view the relevant provisions of the Administrative Code, visit our website <https://purchasing.alabama.gov/>

2. Prohibited Contacts; Inquiries regarding this RFP

From the Release Date of this Request for Proposal (hereafter referred to as 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 after the Release Date, or other employees or representatives of the Soliciting Party regarding this RFP or the underlying transaction except the designated contact(s).

3. Nonresponsive Proposals

Any Proposal that does not satisfy requirements of the RFP may be deemed non-responsive and may be disregarded without evaluation. Supplemental information, including information necessary to clarify a proposal, may be required from any Proposer.

4. Changes to RFP; Changes to 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.

5. Expenses of Proposal

A Proposer will not be reimbursed for any expenses incurred in preparation of a proposal.

6. Rejection of Proposals

The State reserves the right to reject any and all proposals and cancel this Request if, in its sole discretion, it deems such action to be in its best interest.

7. The Final Terms of the Engagement

Issuance of this RFP in no way constitutes a commitment by the State 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

	Document Phase	Document Description	Page 3
23000000010	Final	New Officer Psych Evaluations	Total Pages: 19

acceptance by the State as evidenced by the signature thereon of its authorized representative. Provisions of this RFP and the accepted Proposal may be incorporated into the terms of the engagement should the State 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.

8. Choice of Law; Venue

This Contract will be governed by laws of the State of Alabama and the sole venue for litigation and alternative dispute resolution activities will be the City of Montgomery in the State of Alabama. No other court shall have jurisdiction.

9. Not to Constitute a Debt of the State

The terms and commitments contained in the solicitation, or any contract resulting from this solicitation, shall not constitute a debt of the State of Alabama, the incurring of which is prohibited by Section 213 of the Official Recompilation of the Constitution of Alabama, 1901, as amended.

10. Proration

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the supplier shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

11. Non-appropriation of funds

Section 41-4-144(c) of the Code of Alabama 1975 states: "(c) When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled, and the supplier shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract. The cost of cancellation may be paid from any appropriations available for that purpose."

12. Open Trade/No Boycott

For the term of this contract, supplier represents that it is not currently engaged in, and agrees not to 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.

13. Dispute Resolution

	Document Phase	Document Description	Page 4
23000000010	Final	New Officer Psych Evaluations	Total Pages: 19

In the event of any dispute between the parties arising from this solicitation and any agreement relating to purchases or leases resulting therefrom, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, supplier's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this 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. 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 Association.

14. Cancellation

A contract for supplies may be canceled by the Chief Procurement Officer, for justifiable cause, by giving the supplier thirty (30) days written notice. A supplier may request cancellation and the Chief Procurement Officer may grant the request, in his or her sole discretion, if performance is prevented by an act of God, act of War, order of legal authority, or other unavoidable circumstances not attributable to the fault or negligence of the supplier. Contracts for services may be cancelled for justifiable cause by the Chief Procurement Officer by giving the vendor at least 72 hours' written notice. The burden of proof for such relief rests with the supplier. All correspondence pertaining to cancellation of a contract must be addressed to the Chief Procurement Officer with a copy to the using agency.

15. Sales Tax Exemption

Pursuant to Section 40-23-4 (a)(11) of the Code of Alabama 1975, the State of Alabama is exempt from paying sales tax. An exemption letter will be furnished upon request.

16. No Indemnification

Supplier acknowledges and agrees that, under the terms of this solicitation and agreements relating to purchases or leases resulting therefrom, the State is prohibited from indemnifying the supplier. The State does not agree to and will not indemnify the supplier for any reason. The State of Alabama does not release or waive, expressly or implied, the State of Alabama's right to assert sovereign immunity or any other affirmative defense right it may have under law. The State of Alabama shall control the defense and settlement of any legal proceeding on behalf of the State, including the selection of attorneys.

17. Foreign Corporation – Alabama Secretary of State Registration

Section 10A-1-7.01 to -7.14 of the Code of Alabama 1975 require a foreign entity (an out-of-state company/firm) to register with the Alabama Secretary of State's Office before transacting business in the State.

18. Beason-Hammon Alabama Taxpayer and Citizen Protection Act

A contract resulting from this RFP will include provisions for compliance with certain requirements of the Beason-Hammon Alabama taxpayer and Citizen Protection Act, Sections 31-13-1 through 35, Code of Alabama 1975 as follows:

E- VERIFY ENROLLMENT DOCUMENTATION AND PARTICIPATION. As required by Section 31-13-9(b), Code of Alabama 1975 Contractor that is a "business entity" or "employer" as defined in

	Document Phase	Document Description	Page 5
23000000010	Final	New Officer Psych Evaluations	Total Pages: 19

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.

As required by Section 31-13-9(k) of the Code of Alabama 1975, the supplier agrees to the following: “By signing this contract, the contracting parties affirm, for the duration of any 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.”

To enroll in the E-Verify program visit <https://www.e-verify.gov/>

19. Conflict of Law

If any provision of this solicitation and any subsequent award shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this agreement, be enacted, then that conflicting provision shall be deemed null and void.

20. Disclosure Statement

A Proposal must include one original Disclosure Statement as required by Code Section 41-16-82, et seq., of the Code of Alabama 1975. The Disclosure Statement, and information, may be downloaded from the State of Alabama Attorney General’s web site at <https://www.alabamaag.gov/Forms>

21. Certification Pursuant to Act No. 2006-557

Section 41-4-142 of the Code of Alabama 1975 (Act No. 2006-557) provides that every bid submitted and contract executed shall contain a certification that the supplier, supplier, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama State and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid or proposal, the supplier is hereby certifying that they are in full compliance with Section 41-4-142, they are not barred from bidding or entering into a contract as a result and acknowledges that the awarding authority may declare the contract void if the certification is false.

22. Supplier Qualifications

After bid opening, the State reserves the right to request written proof of qualifications including, but not limited to, manufacturer’s reseller authorization, professional licenses, certificates of insurance, etc.

23. Pricing

The State of Alabama reserves the right to conduct analysis based on cost realism and/or price reasonableness for any or all bids as determined necessary in the sole discretion of the Chief Procurement Officer. Such analysis may include requests pursuant to Section 41-4-141 of the Code of Alabama 1975.

24. Product Delivery, Receiving and Acceptance:

	Document Phase	Document Description	Page 6
23000000010	Final	New Officer Psych Evaluations	Total Pages: 19

In accordance with the Uniform Commerce Code (Title 7 of the Code of Alabama 1975), after delivery, the State of Alabama shall have the right to inspect all products before accepting. The State will inspect products in a reasonable timeframe. Signature on a delivery document does not constitute acceptance by the State. The State will accept products only after satisfactory inspection.

25. Invoices

Inquiries concerning invoice payments are to be directed to the receiving agency.

26. Late Payments

Penalty for agencies paying invoices late may not exceed the rate charged by State of Alabama Comptroller's Office per Section 41-16-3 of the Code of Alabama 1975 and as established by the Secretary of the Treasury under the authority of 26 U.S.C. §6621.

27. Electronic Payments

Vendors must accept multiple forms of electronic payment at no additional cost to the State. Payment forms include but are not limited to state issued credit cards, P-cards, EFT or other forms of electronic payment.

28. Supplier Registration

Suppliers may receive bid notices by registering for commodities at the Alabama Buys supplier portal, <https://alabamabuys.gov>

29. Internet Website Links

Internet and/or website links will not be accepted in bid responses as a means to supply any requirements stated in this solicitation.

30. Solicitation Responses and Results

The complete bid file will be made available for review as provided by (or as outlined) in Section 41-4-115 of the Code of Alabama 1975 and Rule 355-4-1-.04 of the Department of Finance Administrative Code.

31. Exception to Terms and Conditions

Suppliers may place any qualifications, exceptions, conditions, reservations, limitations, or substitutions in their bid or proposal concerning the contract terms and conditions. However, the State is not obligated to accept any changes to the published terms and conditions of the solicitation.

32. Intent to Award

	Document Phase	Document Description	Page 7
2300000010	Final	New Officer Psych Evaluations	Total Pages: 19

The State of Alabama Office of the Chief Procurement Officer will issue an 'Intent to Award' before a final award is made. The 'Intent to Award' will continue for a period of fourteen (14) calendar days, after which the award will be final provided there are no protests. A detailed explanation of this process may be reviewed in the Alabama Administrative Code – Chapter 355-4-6-.01. All protest communications filed via email must be sent to: protests@purchasing.alabama.gov

33. Confidentiality

Procurement information is a public record to the extent provided by state law and shall be available to the public. Section 41-4-115 of the Code of Alabama 1975 defines what is exempt from disclosure. Additional rules are included in Rules 355-4-1-.03(4) and 355-4-1-.04 of the Alabama Department of Finance Administrative Code.

34. Click Wrap

The State of Alabama acknowledges that additional terms between the supplier and the State or third-party terms may apply but does not agree to be bound by them unless provided for review and separately agreed to in writing by an authorized official of the State of Alabama. If the purchase or use of the supplies or services provided utilizes a computer interface, no State of Alabama end user shall be deemed to have agreed to any clause by virtue of it appearing in an "I agree" click box or other comparable mechanism ("click-wrap" or "browse-wrap"); rather the terms and conditions, such as End User License Agreements, may only be accepted by inclusion in an agreement and signature by an authorized official of the State of Alabama. If the terms and conditions or any other third-party terms and conditions are invoked through click wrap, execution by any unauthorized individual shall not bind the end user or the State of Alabama to such clause. Any clause which requires the State of Alabama to indemnify another party or clause which assigns jurisdiction to any state other than Alabama which is contained in such click-wrap is deemed to be stricken from the terms and conditions unless expressly agreed in writing and under the signature of an authorized individual.

35. Assignment

Any contract which results from this solicitation shall not be assignable by supplier without written consent of the State of Alabama. Any assignment or other transfer in violation of this provision will be null and void.

36. Debarment and Suspension

Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any governmental department or agency. If supplier cannot certify this statement, supplier must attach a written explanation for review by the Chief Procurement Officer.

37. Merit System Exclusion

It is understood and agreed that supplier is an independent supplier and as such all services rendered by supplier and its agents and employees thereof shall be as an independent supplier and not as an employee, Merit or otherwise, of the State of Alabama, and supplier or its agents and employees thereof shall not be entitled to or receive Merit System benefits.

	Document Phase	Document Description	Page 8
23000000010	Final	New Officer Psych Evaluations	Total Pages: 19

38. Severability

In the event any provision of this solicitation or resulting contract shall not be enforceable, the remaining provisions shall continue in full force and effect.

39. Volume of Business

Except as otherwise stated in this solicitation, the State of Alabama cannot and does not guarantee any volume of business.

40. Waiver

The failure of the State of Alabama to require performance of any provisions of this solicitation or resulting contract shall not affect the State's right to require performance at any time thereafter, nor shall a waiver of any breach or default constitute a waiver of any subsequent breach or default nor constitute a waiver of the provision itself.

41. Legislative Contract Review Committee

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. of the 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 <https://alison.legislature.state.al.us/contract-review>. 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.

By submitting a response, I hereby affirm the following:

I acknowledge receipt of the solicitation and all amendments (new rounds). I have read the solicitation and agree to furnish each item or service offered at the price quoted. I will comply with all terms and conditions contained within this solicitation. I have not been in any agreement of collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding. I further certify that I am not barred from bidding or entering into a contract and acknowledge that the State may declare the contract void if this certification is false.

	Document Phase	Document Description	Page 9
2300000010	Final	New Officer Psych Evaluations	Total Pages: 19

TERMS AND CONDITIONS

General terms and conditions provided by the Alabama Department of Finance through the STAARS Purchasing System are hereby incorporated into this RFP by reference.

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, Tuesday, June 20, 2023**. Proposals must be received by this date and time to be considered by the Alabama Board of Pardons and Paroles (“ABPP”). 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 four (4) additional 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.

3. 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 may prevent a vendor’s proposal from being evaluated.

4. An authorized representative of Vendor must sign the original proposal with any changes made in ink in all required places.

5. 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.

6. 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.)
The disclosure statement is a public record.

(d) Corporate Acknowledgement Statement (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

	Document Phase	Document Description	Page 10
2300000010	Final	New Officer Psych Evaluations	Total Pages: 19

(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 Authority (issued by the Alabama Secretary of State)

(h) Certificate of Compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act

(i) E-verify MOU

(j) Completed W-9 form

7. 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.

8. Proposals must be sent to the following address:

ATTN: Claudia Smith, General Counsel
Alabama Board of Pardons and Paroles, Legal Division
100 Capitol Commerce Blvd, Suite 310
Montgomery, AL 36117

9. Proposals submitted by “Express/Overnight” services must be in a separate sealed envelope/package and identified as stated above. Packages hand-delivered must also be sealed and labelled

10. Failure to comply with the requirements of this RFP may result in the disqualification of vendor’s proposal.

C. Opening of Proposals

1. Properly identified proposals will be securely kept and will remain unopened until time of proposal opening on **Wednesday, June 21, 2023** at 10:00 a.m.

2. Proposal opening will be held in the ABPP Headquarters Executive Suite, 100 Capitol Commerce Blvd., Suite 310, Montgomery, Alabama 36117.

3. ABPP does not accept responsibility for the premature openings of proposals not properly identified or the late arrival of a proposal for whatever reason.

D. Cost of Proposals

The cost 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 submittal 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 interested vendors on ABPP’s website, <https://paroles.alabama.gov/resources/request-for-proposals/>

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.

	Document Phase	Document Description	Page 11
2300000010	Final	New Officer Psych Evaluations	Total Pages: 19

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 ABPP's designee, Claudia Smith, in writing at the above stated address or by e-mail (claudia.smith@paroles.alabama.gov). ABPP will issue written instructions, if appropriate, and make any necessary changes available to all interested persons by posting the same on the ABPP's website, <http://paroles.alabama.gov/resources/request-for-proposals/>. 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 this RFP unclear, the vendor is expected to make a written request for clarification, prior to submission of the proposal. ABPP will respond in writing or by e-mail to all such requests if a response is deemed appropriate. ABPP'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 ABPP's website, <http://paroles.alabama.gov/resources/request-for-proposals/>. It is the responsibility of all interested vendors to monitor this webpage for announcements regarding this RFP. The deadline for submitting such questions is **4:00 p.m. CST on Tuesday, June 13, 2023**. ABPP's response to questions will be provided no later than 48 hours from this submission deadline, unless there is an unavoidable delay.

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 Modification to (or Withdrawal of) Proposal.
2. Only written requests received by the Board prior to the scheduled opening time will be accepted. ABPP will supplement original proposals received with accepted written modification requests.

H. Responsibility to Read and Understand RFP

By responding to this solicitation, the proposer 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 additional compensation.

I. Point of Contact

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.

J. Certifications of Vendor

1. By signing the proposal, vendor agrees to be bound by all requirements, terms and conditions of the RFP and certified that vendor is legally authorized to conduct business with the State of Alabama.
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 ABPP and that no such individuals have been employed by ABPP within a two (2) year window preceding the issuance of this RFP. During the term of any awarded contract,

	Document Phase	Document Description	Page 12
23000000010	Final	New Officer Psych Evaluations	Total Pages: 19

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.

	Document Phase	Document Description	Page 13
23000000010	Final	New Officer Psych Evaluations	Total Pages: 19

K. Proposals are Firm

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.

L. Award of Contract

1. The selected 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, ABPP may reject the vendor's proposal or revoke the selection and begin negotiations with another qualified and responsive vendor.
2. Upon acceptance of vendor's proposal by ABPP, the parties will execute a formal contract, in writing, duly signed by the proper parties thereto, which shall be subject to review by the Contract Review Permanent Legislative 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 her 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 ABPP. 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 ABPP; 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. ABPP hereby reserves the right to add terms and conditions during contract negotiations, 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. ABPP anticipates submitting an executed contract to the Alabama Legislative Contract Oversight Review Committee for approval by the deadline for the applicable Committee 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 Board for timely submission to the committee clerk.
6. The anticipated contract term for this RFP is a two-year period. ABPP may, however, include up to three (3) one-year renewal options, at this discretion, in any initially awarded contract. 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.
7. It is anticipated that a contract award resulting from this RFP will be funded through grant funds. The Office of Justice Programs (OJP) has defined a contract resulting from this RFP as a procurement contract under an award between the recipient, ABPP, and the successful vendor. The vendor shall be required to comply with all federal regulations and guidance related to the contract award and receipt of grant funds.

M. Contract Cost and Billing

1. The contract awarded pursuant to this RFP shall be for a fixed fee for the services to be

	Document Phase	Document Description	Page 14
23000000010	Final	New Officer Psych Evaluations	Total Pages: 19

provided and shall not exceed \$50,000.00 for the initial contract term.

2. Vendor will be required to submit invoices to ABPP for services provided pursuant to a professional services contract.

3. 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. Vendor shall not bill ABPP for any taxes unless a statement is attached to the bill identifying the tax and showing why it is legally chargeable to ABPP. If it is determined that taxes are legally chargeable to ABPP, ABPP will pay the tax as required. State and federal tax exemption information is available upon request. ABPP does not warrant that the interest component of any payment is exempt from income tax liability.

4. Payments to vendor will conform to State fiscal year requirements. This may include prorating payments that extend beyond the end of ABPP's fiscal year.

N. Reservation of Rights.

1. In addition to any other reservations made herein, ABPP hereby reserves the right to cancel this RFP; to 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 (1) professional service provider or ABPP may award different services described in the RFP to different 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 contract award.

O. Evaluation and Method of Selection

1. ABPP 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. ABPP may request an oral presentation or conduct interviews to support vendor's written proposal.

3. Any vendor whose proposal does not meet the mandatory requirements and does not provide a primary proposal that meets all the requirements and specifications of the RFP will be considered non-compliant.

4. Proposal evaluations will be scored 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.

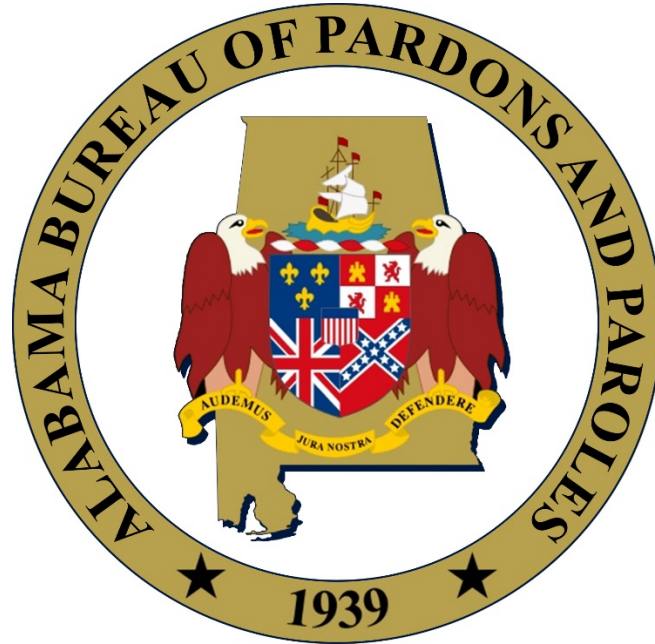
5. Upon ABPP selecting a vendor's proposal for contract negotiations, ABPP will send the vendor written notice. Receipt of a notice of award is not the equivalent of a contract with ABPP. ABPP anticipates making a vendor selection within no more than five (5) business days from the date scheduled for proposal opening but reserves the right for an extension of time as required.

	Document Phase	Document Description	Page 15
23000000010	Final	New Officer Psych Evaluations	Total Pages: 19

6. ABPP's Proposal Evaluation Committee will evaluate proposals using the following criteria:

- (a) Experience, Expertise, Knowledge, Stability, and Reputation of Vendor (35%);
- (b) Understanding and Responsiveness to RFP (25%); and
- (c) Proposed Budget (40%)

	Document Phase	Document Description	Page 16
23000000010	Final	New Officer Psych Evaluations	Total Pages: 19



REQUEST FOR PROPOSAL
RFP #23000000010
Issued: May 30, 2023

“Seeking proposals from qualified professionals/professional organizations for psychological services, including initial screening examinations for applicants and newly appointed law enforcement officers and other employees, as well as fitness for duty or return to duty examinations for active agency employees.”

**Alabama Board of Pardons and Paroles
100 Capitol Commerce Boulevard
Montgomery, AL 36117
Office: (334) 242-8700
www.pardons.alabama.gov**

PROPOSALS MUST BE RECEIVED
BY June 20, 2023, AT 4:00PM

RFP DESCRIPTION AND SPECIFICATIONS

	Document Phase	Document Description	Page 17
23000000010	Final	New Officer Psych Evaluations	Total Pages: 19

Purpose of RFP

The Alabama Board of Pardons and Paroles (hereinafter “ABPP”) is seeking proposals from qualified professionals or professional organizations to provide psychological services, including initial screening examinations for newly appointed (probationary status) law enforcement officers and other employees, as well as fitness for duty or return to duty examinations for active agency employees.

All interested vendors are invited to submit a proposal in accordance with the requirements specified in this RFP.

The successful vendor will be required to assess the psychological stability and suitability for a career with ABPP (classified positions under the State Merit System). As ABPP’s officer and employee selection process is multi-phased, applicants may be screened out at any point during the process, but ABPP intends the examination to occur subsequent to an offer and acceptance of employment. Fitness for duty assessments and return to duty assessments will be performed on existing merit system classified employees. The number of applicants will vary depending on the needs of ABPP and available funding. The number of employees requiring fitness for duty or return to duty assessments will also vary. No minimum amount of work is guaranteed. The maximum number of evaluations (employment screenings, fitness for duty, and return to duty) shall not exceed 250, per agency, in a calendar year.

Qualifications

Vendors must provide the services of an individual (or individuals) that meet the following minimum professional qualifications:

PhD in clinical psychology, philosophy, or a similar field, from an accredited university; Licensed or certified to practice psychology, psychiatry, or professional counseling in Alabama (proof of licensure/certification must be included with proposal); In good standing with licensing/certification agency with no previous or current disciplinary issues; Minimum of one (1) year post-graduate experience providing psychological services; Demonstrable testing and assessment experience/expertise in evaluating and interviewing candidates (in-person) for employment purposes; and Experience conducting pre-employment and/or fitness for duty evaluations in accordance with the Americans with Disabilities Act (ADA).

Additionally, the following qualifications are preferred:

Use of defensible procedures, conclusions, and recommendations in line with accepted best practices in the field of psychology with demonstrated successful defense of the same in legal proceedings.

Services Required

The successful vendor will be required to meet all assessment needs requested by ABPP.

The successful vendor must provide for applicant and new hire screening of law enforcement officers and other employees (when requested by ABPP), as well as conduct fitness for duty, return to duty, and wellness assessments of ABPP employees to determine their stability and suitability to continue employment with ABPP in their assigned capacity.

Services will include testing, using validated psychological testing instruments and in-depth personal history evaluations. Nationally validated screening methods will be given preference.

	Document Phase	Document Description	Page 18
23000000010	Final	New Officer Psych Evaluations	Total Pages: 19

Interviews may be conducted in-person or electronically, via a platform that allows for video conferencing.

Vendor will provide an individual written report for each applicant/employee who has undergone an in-person interview, regardless of status (i.e. applicant, new hire, fitness for duty, or return to duty), addressing the stability and suitability of the applicant/employee. Following each interview, vendor will provide a verbal summary report to ABPP within seventy-two (72) hours and a full written report within ten (10) calendar days of the conclusion of an in-person or video conference interview. Written reports will provide in detail the applicant/employee's strengths and weaknesses and use a scale to indicate whether the applicant/employee exceeds, meets, or does not meet standards required to perform the essential functions of his/her job. ABPP job specifications, duties, and responsibilities will be provided upon request. Each report must provide a recommendation as to whether the applicant/employee should be offered employment or continue employment in his/her classification. Each report must be unique to each applicant/employee. Each report will contain any reservations the provider has about the validity and reliability of the test results, as well as a disclaimer within the report stating that the information is ONLY valid for the position specified.

Each report, at a minimum, will address the following:

Purpose and nature of assessment; Assessment procedure; Prior social history; Personality attributes; Emotional history; Personality functioning; Motivational level; Psychosocial background; and any other information pertinent to the evaluation/decision making process.

Reports should also include a breakdown of the evaluation summary to show how the applicant/employee scored in specific areas of the assessment.

Prior to conducting any tests, screening, or interviews of applicants/employees, a disclosure/release of information form will be provided to the applicant/employee explaining that ABPP is the client and the information obtained will be released only to ABPP.

Vendor must specify in the responsive proposal anticipated time requirements for a typical screening process to include in-person interviews and video conference interviews as well as any other requirements (supplies, materials, etc.) that will be necessary to perform services.

Vendor must provide in the responsive proposal all applicable hourly rates and an itemized breakdown of costs (direct and indirect) based on the services that will be required. If multiple individuals may provide service under an executed contract, this information must be provided for each such individual. Failure to provide hourly rates for all services required in this RFP may result in a proposal being considered non-compliant.

Vendor must specify in the proposal the anticipated location(s) where the work will be performed. Vendor is not to use ABPP facilities or offices to provide services, unless specifically approved by ABPP.

Vendor Staffing

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

Along with any resume, vendor will provide a minimum of three (3) professional references for such individuals, including the reference's name and telephone number. References should be capable of speaking to similar contracts/services rendered by vendor.

Insurance

	Document Phase	Document Description	Page 19
23000000010	Final	New Officer Psych Evaluations	Total Pages: 19

Liability and/or malpractice 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.

Anticipated Timeline

Two (2) years with three (3) possible renewals of one (1) year each, if needed.

Statement of Work

Along with the requirements stated herein, proposals should contain a statement of work which adequately addresses each of the following:

Please provide a summary of services to be provided by vendor that meet the requirements of this RFP, highlighting any of vendor’s strengths and identifying any known weakness or inability to provide the services requested (whether mandatory or preferred).

Discuss vendor’s philosophy, plan, goals, and objectives.

Describe vendor’s experience relative to providing required services.

Provide a detailed description of services and methods proposed by vendor.

Describe vendor’s training process, including any instruments and procedures to be used, as well as how data collected will be integrated into the delivery of services.

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 identify credentials and qualifications of all personnel included in the staffing plan and provide evidence of required licensure or certification.

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.

Proposals must provide a breakdown of any and all anticipated costs associated with the services requested in this RFP.