

	Document Phase	Document Description	Page 2
24000000005	Final	RFP for intensive substance use treatment program	Total Pages: 17

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
24000000005	Final	RFP for intensive substance use treatment program	Total Pages: 17

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
24000000005	Final	RFP for intensive substance use treatment program	Total Pages: 17

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
24000000005	Final	RFP for intensive substance use treatment program	Total Pages: 17

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
24000000005	Final	RFP for intensive substance use treatment program	Total Pages: 17

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
24000000005	Final	RFP for intensive substance use treatment program	Total Pages: 17

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
24000000005	Final	RFP for intensive substance use treatment program	Total Pages: 17

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.

42. Compliance with Ala. Act No. 2023-409.

In compliance with Ala. Act No. 2023-409, by signing this contract, Supplier provides written verification that Supplier, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act. Under Section 2 of the Act, the written verification may be waived if the contracting governmental entity determines based on cost and quality factors that such a waiver is clearly in the best interest of the public.

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
24000000005	Final	RFP for intensive substance use treatment program	Total Pages: 17

Revised 08/31/2023

	Document Phase	Document Description	Page 10
24000000005	Final	RFP for intensive substance use treatment program	Total Pages: 17



REQUEST FOR PROPOSAL

RFP-24000000005 _____

Issued: 09/19/2024

The Alabama Board of Pardons and Paroles is seeking proposals from qualified professionals/professional organizations to provide ADMH certified outpatient substance use treatment, intensive substance use outpatient treatment for parolees, probationers, and mandatory releases participating in the COSSUP program and/or DRC locations in Anniston, Gadsden, Jasper, and Ft. Payne.

PROPOSALS SHALL BE SENT TO rfp@paroles.alabama.gov

PROPOSALS MUST BE RECEIVED BY 10/9/2024 AT 4:00 P.M. CST

PLEASE SUBMIT ALL RFP QUESTIONS TO rfp@paroles.alabama.gov

All questions must be submitted by 10am September 30, 2024

RFP Description and Specifications

I. PURPOSE OF RFP

The Alabama Bureau of Pardons and Paroles (hereinafter “the Board” or “ABPP”) is soliciting proposals to provide substance use treatment services to eligible Male and female parolees and

	Document Phase	Document Description	Page 11
24000000005	Final	RFP for intensive substance use treatment program	Total Pages: 17

probationers enrolled in the Comprehensive Opioid, Stimulant and substance Use Site-based Program (COSSUP) Project Possibilities or enrolled in DRC programming.

The successful bidder should have the ability to expand resources to rural areas thus bridging the gap of care from urban and suburban areas to rural areas, including developing and implementing innovative and evidence-based models of MAT (Medically Assisted Treatment) services for individuals interacting with the criminal justice system and to expand and implement treatment services that provide substance use treatment and recovery support to divert and prevent the return of opioid, stimulant, and other individuals suffering from substance use from/to the criminal justice system.

Treatment Contractors are encouraged to describe their approach to meeting each requirement. **Treatment Contractors** are invited to submit variations from the specific requirements provided the level and quality of services are maintained. Such variations should be described as enhancements in the narrative response. Any variation or enhancements that require modification of the scope of services or additions to the base price proposed must be noted in the proposal.

Specific objectives for the Treatment Services contract include the following:

The successful 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 recently paroled participants (leaving prison), mandatory releases (leaving prison), and probationers accepted from the local court systems through a referral from the local probation and parole office. 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. Access to inpatient drug treatment for participants needing detoxification is required. Vendor will also use MAT for participants assessed for that level of care.

The vendor will provide services at the following ABPP locations: Dekalb County (Ft. Payne), Walker County (Jasper), Etowah County (Gadsden), and Calhoun County (Anniston).

The Bureau encourages the use of and works with local and statewide charitable organizations, resources, and service providers. The successful candidate 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 ABPP COSSUP participants and DRC participants. Specifically, AA and NA groups may be conducted by local organizations that provide services to the community. Vendor will participate in weekly staffing with participants, ABPP staff and stakeholders.

The successful vendor will establish a successful MAT treatment model that includes all medical, pharmaceutical and management needed to provide continuation of care from free world treatment or ADOC to ABPP community supervision.

The successful vendor will be responsible for obtaining any needed participant physical, mental or substance use treatment records needed to effectively administer treatment.

In its proposal, Vendor must adequately address each of the following:

- (1) Please provide a summary of services to be provided by Vendor that meet the above 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.

	Document Phase	Document Description	Page 12
24000000005	Final	RFP for intensive substance use treatment program	Total Pages: 17

- (3) Discuss Vendor’s plans, goals, philosophies, and objectives.

- (4) Explain how Vendor measures treatment outcomes for services rendered; provide specific methods/processes and explain specifically how such methods/process are evidence-based.

- (5) Provide a detailed description of services and methods proposed by Vendor.

- (6) 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.

- (7) 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.

- (8) 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 Board depending on the type of arrangement and service at issue.

- (9) 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.

- (10) Discuss any limits of Vendor to participation by participants, as well as any discharge criteria.

- (11) Discuss mechanisms used by Vendor to monitor fiscal responsibility, clinical, physical, and quality control, including how Vendor will incorporate input/feedback from participants, ABPP staff, and other stakeholders into the planning, design, improvement, and implementation of services. The vendor must be certified by the Alabama Department of Mental Health (ADMH) to provide assessments and treatment in accordance with ADMH standards of care for substance abuse and mental health treatment. 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.

- (12) 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. The plan to maintain adequate personnel shall include a plan to maintain adequate service during periods of

	Document Phase	Document Description	Page 13
24000000005	Final	RFP for intensive substance use treatment program	Total Pages: 17

staff changes, times when staff are on leave, or periods when there are extended staff shortages. 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.

(13) 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.

(14) Provide a detailed, line-item, annual budget for Vendor's planned services and an accompanying budget justification/explanation per the specified terms/conditions of this RFP.

Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award, but proposals may be accepted without such discussions.

Confidentiality of Proposals:

(1) All bids or offers received become records of the Chief Procurement Officer or Division of Procurement and will be open to inspection by the public after award unless exempt from disclosure under Alabama law or regulation. Notwithstanding the forgoing, there shall be a presumption against public disclosure of Confidential Information, as determined by the Chief Procurement Officer or Division of Procurement.

(2) Unless specifically requested by the State, a bidder or offeror should not voluntarily provide to the Chief Procurement Officer or the Division of Procurement any information that the bidder or offered claims is Confidential Information. All material submitted will become the property of the State and may be returned only at the State's option. Confidential Information should not be voluntarily included in a bid or offer because the Chief Procurement Officer or the Division of Procurement may use any materials or ideas submitted in any bid or offer without compensation to the bidder or offeror.

(3) If the State requests from the bidder or offeror, or if the bidder or offeror chooses to include, Confidential Information, the bidder or offeror may so designate information as such and request that the information be exempt from disclosure. The bidder or offeror must clearly designate the part of the response that contains Confidential Information in order to claim exemption from disclosure by submitting both an unredacted copy and a redacted copy of its bid or offer. Copies shall be clearly identified as either "ORIGINAL COPY" or "REDACTED COPY". Failure to properly redact and clearly identify all Confidential Information may result in the Chief Procurement Officer or Division of Procurement determining that the bidder or offeror waived any right to assert such confidentiality.

(4) The Chief Procurement Officer or Division of Procurement may review the claimed Confidential Information to determine whether the material is of such nature that confidentiality is warranted. Notwithstanding the above and regardless of any markings or requests by the bidder or offeror, the Chief Procurement Officer or Division of Procurement may evaluate bids or offers to determine whether information should be considered Confidential Information. Finance Rule 355-4-1-.04 1-.04-1

(5) The decision as to whether such confidentiality is appropriate rests solely with Chief Procurement Officer or Division of Procurement. If the Chief Procurement Officer or the Purchasing Agency determines that the information marked as Confidential Information does not meet a statutory or regulatory exception to disclosure, the Chief Procurement Officer or the

	Document Phase	Document Description	Page 14
24000000005	Final	RFP for intensive substance use treatment program	Total Pages: 17

Division of Procurement will inform the bidder or offeror, in writing, of the information the Chief Procurement Officer or Division of Procurement does not consider confidential.

(6) Upon receipt of the determination by the Chief Procurement Officer or Division of Procurement that all or some portion of the bidder or offeror's designated information will not be treated as exempt from disclosure, the bidder or offeror may exercise the following options: (a) Withdraw the entire bid or offer; (b) Request that the Chief Procurement Officer Division of Procurement evaluate the response without the claimed Confidential Information; or (c) Withdraw the designation of Confidential Information for such information.

(7) In submitting a bid or offer, each bidder or offeror agrees that the Chief Procurement Officer or Division of Procurement may reveal Confidential Information contained in the bid or offer to the staff of the Chief Procurement Officer Division of Procurement and to the staff of other Governmental Bodies, any outside consultant or other third parties who serve on an evaluation committee or who are assisting the Chief Procurement Officer or Division of Procurement in development of specifications or the evaluation of responses. The State shall require said individuals to protect the confidentiality of any specifically identified Confidential Information obtained as a result of their participation in the evaluation.

Terms in the final contract will include, but not be limited to, the following:

The initial contract term will be for two years. Upon written agreement of the parties, the Contract may be extended at the discretion of ABPP to continue performing services in one year renewal increments. The total contract period of this Contract, including any extensions thereof, shall not exceed five (5) years. Any renewal will have to be signed by the CPO and will be reviewed by the Contract Review Permanent Legislative Oversight Committee. Renewals will also require the Governor and/or her designee's signature to be effective under law.

1. Standard Terms.

a. Either party may terminate this Agreement upon receiving thirty (30) calendar days written notice to the other party for any reason whatsoever.

b. The failure of either party to abide by and comply with the terms and conditions of this Agreement shall provide grounds for the immediate termination of this Agreement. At any time, upon the default of a party of its obligations under this Agreement, the other party may give written notice to the defaulting party of the nature of the default and expected remedy. The defaulting party shall respond in writing to the noticing party within ten (10) days of receipt of the written notice of default; however, this provision shall in no way limit a party from seeking immediate termination for default.

c. Upon termination, obligations of a party under any executed contract will cease immediately without penalty or further payment being required.

d. ABPP and Contractor are separate and distinct agencies. The relationship established herein is purely contractual. Employees of the parties are not considered to be officers, agents, servants, or employees of the other party and each agency takes responsibility only for the acts and omissions of its employees.

e. In the event of any dispute between the parties, 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, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama.

	Document Phase	Document Description	Page 15
2400000005	Final	RFP for intensive substance use treatment program	Total Pages: 17

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.

f. If any provision of this Agreement is declared void, unenforceable, or against public policy, or if any provision shall contravene any state or federal statute or constitutional provision or amendment, either now in effect or which may, during the course of the Agreement, be enacted, such shall be modified to reflect the parties' intention(s) and all remaining provisions shall remain in full force and effect. Invalidation or unenforceability of any part or portion will not invalidate the remaining portions thereof and the remaining portions shall remain in full force and effect, deemed to be written, construed, and enforced as so limited. In any event, this Agreement will be interpreted as far as possible to give effect to the parties' intent.

g. Contractor shall hold harmless and indemnify the State of Alabama, Bureau of Pardons and Paroles, and any and all of its agents or employees, from any and all liabilities or damages of any nature, arising out of any injury, death, property damage or other claims and demands of any nature arising pursuant to this Agreement.

h. This Agreement is subject to the appropriation of funds to each party to fulfill obligations laid out herein and will be subject to termination if such funds cease to be available. Should funding or service requirements relative to any executed agreements be altered, those agreements may be amended accordingly. In the event of the proration of the fund from which payment under any agreement is to be made, that agreement will be subject to termination. Each party will use its best efforts to secure sufficient appropriations to fund any executed agreement. Obligations of a party under any executed agreement will cease immediately, however, without penalty or further payment being required, if the Alabama Legislature fails to make a sufficient appropriation or if grant money is not received. Each party will determine whether amounts appropriated are sufficient and will give the other party notice of insufficient funding as soon as practicable after that party becomes aware of the insufficiency and the other party's obligation to perform will cease upon the receipt of such notice.

h. This Agreement shall be governed by the laws of the State of Alabama as to interpretation, construction, and performance. Compliance hereunder will be performed in accordance with applicable state and federal law, statutes, provisions, and regulations, as well as any federal court orders that pertain to the State of Alabama for which ABPP and/or Contractor is/are required to adhere.

i. The parties reserve the right to immediately terminate this Agreement if it determines that the safety, health, or wellbeing of any employee, probationer, parolee, individual mandatorily released to ABPP supervision, inmate, crime victim, or other individual has been or is being compromised.

j. The parties hereto understand and agree that this Agreement shall not be assigned to any other person, group, organization, department, agency, entity, etc. without express approval in writing. Any such approval shall not be considered a waiver by either party to approve any subsequent approval.

k. The terms and provisions of this Agreement shall apply to and be binding upon and inure to the benefit of the parties hereto. The failure of either party to insist upon strict compliance with the Agreement's terms and conditions or strict performance hereunder shall not constitute or be

	Document Phase	Document Description	Page 16
24000000005	Final	RFP for intensive substance use treatment program	Total Pages: 17

construed as a waiver or relinquishment of either party's right to enforce the same in accordance with the Agreement. Any waiver of the terms of this Agreement shall not be valid unless such waiver is in writing and signed by the waiving party. A waiver in one instance shall not be deemed a continuing waiver unless expressly stated in writing, signed by the waiving party. The parties are responsible for total performance.

l. Notwithstanding any provision of this Agreement and any incorporations or amendments hereto, the ABPP does not release or waive, expressly or impliedly, its right to assert sovereign immunity or any other affirmative defense/right it may have under law.

m. The parties acknowledge and understand that this Agreement is not effective until it has received all requisite State of Alabama government approvals and service/performance shall not begin until this Agreement is fully executed.

n. This Agreement shall constitute the entire agreement of the parties, and there are no other promises or conditions whether oral or written, unless otherwise mutually agreed upon, in writing, by the parties.

o. The terms of this Agreement may be amended or modified only upon the mutual agreement of both parties, in writing. This Agreement shall not be amended or renewed without the express written consent of the parties.

p. The Parties agree, and hereby acknowledge, that all terms, covenants, and conditions, or actions taken under this Agreement shall comply with all applicable state, federal, or local laws including the Alabama BeasonHammon Alabama Taxpayer and Citizen Protection Act as amended. By signing this contract, the contracting parties affirm, for the duration of this Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

q. Each Party warrants that it is in compliance with Alabama Act 2016-312, and that it is not currently engaged in, and will not engage in, the boycott of any person or entity, which is based in this state or doing business with a jurisdiction in which this state can enjoy open trade.

In compliance with Ala. Act No. 2023-409, by signing this contract, ABPP and Contractor provide written verification that ABPP and Contractor, without violating controlling law or regulation, do not and will not, during the term of the contract engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act.

r. It is understood that there is no entitlement to any state merit system benefits to anyone solely because of working under this MOU.

s. It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article XI, Section 213 of the Constitution of Alabama of 1901, as amended by Amendment Number 26.

t. ABPP and Contractor agree to comply with all Federal and State laws which prohibit discrimination on the basis of race, color, religion, age, gender, pregnancy, national origin, genetic information, veteran status, or disability.

u. Because Contractor may have access to ABPP data and information of a privileged, confidential, and sensitive nature, to the extent Contractor receives such information or data, it will

	Document Phase	Document Description	Page 17
24000000005	Final	RFP for intensive substance use treatment program	Total Pages: 17

not disclose it to anyone other than ABPP or its designated employees, except as may be expressly authorized by ABPP or ABPP’s designated representative in writing and except as contemplated by the terms of this amended agreement.

ABPP’s parole and probation files, records, and data are subject to an absolute governmental privilege, which ABPP has a duty to uphold. See Ala. Code §§ 15-22-36(b), 15-22-53. Failure to uphold such privilege is a violation of state law. The Contractor shall not divulge, release, or disseminate ABPP records/data from probation and parole files to any person or entity who is not expressly authorized in writing by ABPP or the ABPP’s designee to receive it.

ABPP also maintains certain sensitive information which would not be considered public records, including, but not limited to technical information (methods, processes, formulas, compositions, systems, techniques, inventions, machines, computer programs, and research projects), business information (vendor information, financial data, and system designs/plans), criminal history information, offender information, personally identifiable information, among other sensitive/non-public information. To the extent Contractor receives or gains access to any such sensitive and/or non-public documents, records, data and/or information to perform the requirements of this Contract, Contractor agrees that such information will be kept confidential may not, at any time, be used, distributed, copied, or provided to any third party or used for any purpose without express written approval of ABPP or the ABPP’s designated representative.

The parties understand and agree that all medical and mental health records shall be treated as confidential so as to comply with all applicable state and federal laws, rules, and regulations regarding the confidentiality of medical records, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and related regulations. Each party agrees that they will comply with HIPAA. When one party shares data with the other, the other party will (1) use it only for the intended purpose(s), (2) ensure that only those having need or right will have access to it, and (3) destroy or return such data to the other if and when necessary.

2. Evaluation Criteria.

ABPP’s Proposal Evaluation Committee will evaluate proposals using the following criteria:

- (a) Experience, Expertise, Knowledge, Stability, and Reputation of Vendor (35%);
- (b) Suitability of Approach (25%); and
- (c) Proposed Budget (40%)