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

GENERAL TERMS AND CONDITIONS FOR THIS REQUEST FOR PROPOSALS - All

proposals are subject to these Terms and Conditions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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ALABAMA BOARD OF PARDONS AND PAROLES

REQUEST FOR PROPOSAL RFP #22000000004

Issued: June 24, 2022

The Alabama Board of Pardons and Paroles is seeking proposals for medical services for the Pardon/Parole Re-entry Program Center in Uniontown, Alabama (Perry County)

**Alabama Board of Pardons and Paroles
100 Capitol Commerce Boulevard, Suite 310
Montgomery, AL 36117
Office: (334) 242-8700
www.pardons.alabama.gov**

PROPOSALS MUST BE RECEIVED BY JULY 27, 2022 AT 4:00 P.M. CST

RFP Description and Specifications

I. PURPOSE OF RFP

The Alabama Board of Pardons and Paroles (hereinafter "the Board" or "ABPP") is soliciting proposals to provide the medical services outlined in Section III (Description of Required Services) to male parolees, probationers, and other individuals released early from prison who are participating in the Parole/Probation Reentry Program (PREP) and while residing at the Board's PREP Center located at 4805 U.S. Highway 80, Uniontown, Alabama 36786 (Perry County). The PREP Center is a short-term transitional residential facility providing reentry and rehabilitation services to eligible probationers, parolees and others released early from prison as required by

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law (“mandatory releasees”). Priority areas of service of the PREP Center include Clarke, Dallas, Greene, Marengo, Monroe, Perry, Sumter, and Washington Counties. The PREP Center is not an incarceration facility.

Medical Contractors are encouraged to describe their approach to meeting each requirement. **Medical 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 Medical Services contract include the following:

1. To provide on-site Medical Services program to meet the medical needs of participants (e.g., initial physical assessments, ongoing evaluation and treatment of minor medical conditions, and stabilization of urgent and emergency medical conditions);
2. To evaluate emergent dental needs of participants and refer them to a community-based provider with an agreement with the Medical Contractor to provide emergency dental services;
3. To establish a means to provide off-site necessary emergency medical services to participants when those services cannot be delivered at the PREP Center;
4. To refer participants off-site to community-based medical providers as necessary for any medical-related purpose including, but not limited to, consultations, treatment, and hospitalization.

The successful bidder will negotiate in good faith with the Board to formalize a contract for the medical services.

II. BACKGROUND

1. The Board recognizes a strong correlation between the provision of reentry and rehabilitation services and the success of formerly incarcerated individuals transitioning into the community. The PREP Center is a transitional residential program for formerly incarcerated individuals under the supervision of the Board—whether on probation, parole, or released early from prison as required by law—access to needed resources and programming to prevent recidivism and to equip them for successful reentry into society. The formerly incarcerated individuals housed and served through the PREP Center are hereafter referred to as “participants.”
2. Evidence-based programming to reduce criminal thinking/behavior, eliminate substance abuse, and increase educational levels and employability will be offered to participants. More specifically, programming and services at the PREP Center will include intensive substance abuse treatment, mental health counseling, cognitive behavioral therapy to reduce criminal thinking, basic adult education, life skills, employment enhancement, intensive supervision, restitution, and community service.
3. PREP consists of two phases. Participants transition between phases based on their individual case plans and performance.
 - A. Phase 1 (30-45 days): Phase 1 consists of the following:
 - (1) Substance abuse assessment/treatment
 - (2) Mental Health assessment/treatment
 - (3) Mental Health assistance cognitive restructuring

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- (4) Education
- (5) Employment preparation and training
- (6) Preparing employment related documents and obtaining identification
- (7) Life skills training
- (8) Community Service
- (9) Family reunification

B. (1) Phase 2 (30-45 days): Phase 2 focuses on maintaining sobriety of the participant, continued mental health treatment, random drug screens, continued education/trade training. An aftercare plans will be developed for each participant to include:

- (i) Continuation of substance abuse/mental health care, as necessary, upon the return of the participant to the community.
- (ii) Continued employment plan upon the return of the participant to the community
- (iii) A home plan.

(2) Phase 2 may culminate in a commencement ceremony for participants. Upon completion of Phase 2, participants may be transferred out of the PREP Center to ABPP field office supervision or to Day Reporting Center programming for the remainder of their supervision with an aftercare plan.

(3) At the discretion of ABPP, Phases 1 and 2 may be modified as necessary as may be in the best interests of the Board, PREP Center, participants, and public safety.

- 4. Supervision of participants will be provided by the Board's probation and parole officers and support staff. Programing for participants will be provided through contractors and collaboration with community partners.
- 5. The PREP Center will serve only male probationers, parolees, and mandatory releases. All participants have some degree of involvement with the criminal justice community. Some may have been convicted of Class A felonies and some may be sex offenders.
- 6. The Board anticipates opening the PREP Center in October of 2022 with an anticipated population of 30-35 participants residing at the PREP Center. That number will gradually increase with new participants routinely arriving. The Board anticipates 150-200 resident participants by the end of the first full year of operation and expects to maintain 150-200 participants on a monthly basis thereafter. The total average length of time a participant will reside at the PREP Center is anticipated to be 90 days. Participants are subject to release from the PREP Center at any time at the discretion of ABPP to return to supervision by probation and parole officers in local communities across the State of Alabama.
- 7. Space will be provided at the PREP Center to provide medical services and for offices for contractor, to the extent they are available. However, items such as phones, computers, copiers, fax machines, treatment materials, furniture, employee transportation, resident transportation for medical-related purposes unless provided by ABPP, and other office supplies will be the responsibility of the contractor.

III. DESCRIPTION OF REQUIRED SERVICES

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The following services will be provided by the **Medical Contractor**:

1. **Onsite Medical Services**

The **Medical Contractor** will deliver cost effective health assessments and care for participants at the PREP Center. The **Medical Contractor** may utilize telehealth services.

A. **Intake Screening**

The healthcare of our participants is the top priority, therefore, if the initial screening results in the possibility of a significant healthcare need, that individual will be referred back to his community so he can receive the necessary treatment for his condition as quickly as possible. A licensed or appropriately trained health care professional will perform intake screenings on participants upon their admission to the PREP Center. The screening will identify those individuals with medical conditions, emergent dental needs, needs of segregation or close supervision. Participants may be admitted to the program between 8:00 a.m. and 5:00 p.m. Mondays through Fridays. Screenings should include the following:

- (1) The **Medical Contractor** will include a plan for completing the screening examinations. Attach a copy of the **Medical Contractor's** screening policy.
- (2) When clinically indicated, a participant may be referred to an appropriate off-site health care service and Medical Contractor shall advise staff of the necessity for the participant to be released from the PREP Center temporarily or permanently to return to his/her home community to obtain appropriate medical care or treatment.
- (3) Notation of the disposition of the participant, such as referral to an appropriate health care service, placement in the general participant population with later referral to an appropriate health care service, or for placement in the general participant population.
- (4) Immediate needs are identified and addressed and potentially infectious participants are isolated.
- (5) Screening for infectious diseases.

PREP Center staff will be notified if a participant refuses any aspect of the intake screening, and the participant may be recommended for segregation from the general population.

B. **Health Assessment**

The **Medical Contractor** will establish and implements policies and procedures for participant health assessments, which shall be subject to review and comment by the Executive Director of the Board or his designee.

A licensed physician, mid-level provider or an appropriately trained nurse will complete health assessment within 72 hours of the participant's admission to the PREP Center.

- (1) The health assessments should be comprehensive and include the vision assessments. The **Medical Contractor** will outline a plan for

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completing assessments and attach a proposed policy and assessment form.

- (2) The health assessment process will also include a tuberculin PPD skin test if not previously completed.

C. Participant Requests for Health Care Services

The **Medical Contractor** will establish policies and procedures for handling and responding to participants requests for health care services. The **Medical Contractor** policies and procedures shall be subject to review and comment by the Executive Director of the Board or his designee.

Participants will have the opportunity to request health care services. Participants may request services orally or in writing. **Medical Contractor** personnel will review the requests and determine if services can be provided on site and the appropriate course of action to be taken to include immediate intervention or scheduling for nursing sick call or a provider evaluation.

D. Assessment Protocols

The **Medical Contractor** will establish assessment protocols to facilitate the sick call process. The assessment protocols will be appropriate for the level of skill and preparation of the nursing personnel who will carry them out. The assessment protocols will be in compliance with relevant state professional standards or nurse practice acts.

E. Segregation Rounds

Qualified health personnel will perform rounds on participants who are segregated from the general population (whether for health, disciplinary administrative, or protective reasons) to determine the participant's health status and to ensure access to health care services at a frequency determined to be appropriate by the Medical Contractor.

F. Infirmary Care

Infirmary care will be provided to meet the needs of the participant population. The current infirmary is for medical observation. It is located inside of the facility and consists of seven (7) beds. There are no negative air pressure rooms.

G. Infectious Disease

The **Medical Contractor** shall establish and implement a policy and procedures for the care and handling of participants diagnosed with infectious disease, chronic illnesses and other special health care needs.

The **Medical Contractor** will provide an infection control program that focuses on surveillance, prevention, treatment and reporting. In addition to procedures generic to "infectious diseases," disease specific programs will be established to include:

- (1) **Tuberculosis** – The **Medical Contractor** will develop a TB surveillance, treatment and monitoring program consistent with community standards.

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If a participant tests positive for a PPD test, the participant shall be scheduled for and receive a chest x-ray, with appropriate follow-up and care, including isolation, if required.

- (2) **HIV/AIDS** – HIV testing and counseling will be done on a confidential basis to participants after being housed at the PREP Center for 72 hours.

A physician will evaluate participants identified as having HIV disease to be released from the PREP Center to return to his/her home community with an approved home plan for care and/or treatment.

The **Medical Contractor** shall implement an infectious disease program (PPD TB, Hepatitis, etc).

H. Chronic Illness and Special Needs

The **Medical Contractor** will establish a plan for the identification, treatment and monitoring of participants with non-emergent, managed chronic illnesses and non-emergent special health care needs that would not prevent the participant from participating in programs at the PREP Center. Participants with emergent chronic illnesses and emergent health care needs would not qualify for participation in PREP Center program and the participant would be released from the PREP Center and returned to community supervision. The **Medical Contractor** will work with ABPP staff to establish an aftercare plan for an individual to be released from the PREP Center that includes a referral to health care services in the community in which he/she will reside upon his/her release from the PREP Center.

I. Onsite Specialty Services

The **Medical Contractor** will provide onsite specialty clinics, if deemed necessary, whenever feasible to reduce the necessity of referring participants offsite for services.

J. Emergency Services

The **Medical Contractor** will establish policies and procedures to address emergency situations. The emergency policies will provide for immediate response by the contractor's health staff to stabilize the participant. Emergency services to include first aid and cardiopulmonary resuscitation services will be provided on-site.

The **Medical Contractor** will establish and maintain contracts with area providers for emergency services to include transportation to an off-site emergency department.

The **Medical Contractor** will report emergency transfers to the officer in charge of the PREP Center. The report should indicate, at a minimum:

- (1) Participant name;
- (2) The date and time the emergency service was requested;
- (3) The date and time the emergency service was initiated;
- (4) The nature of the emergency;
- (5) The date and time the participant left the PREP Center; and
- (6) The current and final disposition.

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K. Emergency Response Plan

The **Medical Contractor** will establish policies and procedures to address the health aspects of the emergency response plan. The related policies and procedures will be approved by the Executive Director of the Board or his designee and include:

- (1) Responsibilities of health staff;
- (2) Procedures for triage;
- (3) Predetermination of the site for care;
- (4) Telephone numbers and procedures for calling health staff and the community emergency response system (e.g., hospitals, ambulances);
- (5) Procedures for evacuating patients;
- (6) Alternate backups for each of the plan's elements;
- (7) Respond to all codes and requests called in the facility; and
- (8) Provide 24-hour coverage during any disaster situation.

L. Medication Management

The **Medical Contractor** will provide a pharmaceutical program in accordance with federal, state, and local laws to meet the needs of the participant population. Medications shall be administered to participants as prescribed. Appropriately trained health care personnel will administer medications and the administration of each dose will be documented. The program will also include guidelines for administering medications to those participants scheduled to be temporarily out of the PREP Center (e.g., for court appearances).

The **Medical Contractor's** pharmaceutical program will address, at a minimum, the following:

- (1) Medication ordering process.
- (2) Medication administration systems to include Direct Observed Therapy (DOT) and Keep-on-Person (KOP) programs for inhalers and other medication approved the facility administrator.
- (3) Routine/non-urgent medication shall be administered within 24 hours of physician's order with urgent medication provided as required and ordered by physician.
- (4) Documentation of participant education addressing potential medication side effects.
- (5) Documentation of medication administration to participants utilizing the medication administration record.
- (6) Documentation of a participant's refusal to take the prescribed medication.
- (7) Requirements for physician evaluations prior to the renewal of medication orders. The re-evaluation will be documented in the participant's health record.

Medications will be maintained under proper conditions and in a secure area. A log indicating the use of stock medications will be maintained. The **Medical**

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Contractor shall provide policies and procedures for the removal and disposal of any and all outdated, unneeded, or surplus medications.

M. Laboratory Services

The **Medical Contractor** will ensure the availability of laboratory studies as determined necessary. Routine and Stat laboratory specimens will be processed, and written reports will be provided in a timely manner. The **Medical Contractor** will review test results with abnormal findings.

The **Medical Contractor** will provide equipment and supplies to perform on-site laboratory testing in compliance with applicable state and federal standards.

N. Radiological Services

The **Medical Contractor** will ensure access to radiological studies as determined necessary. Routine and Stat radiology services will be processed, and written reports will be provided in a timely manner. A board certified or board eligible radiologist will interpret test results.

O. Health Records Management

The **Medical Contractor** will establish policies and procedures addressing the health record format and documentation requirements. The **Medical Contractor** will be responsible during the term of the contract for the storage and retention of health records.

A health record will be established for each participant who receives care beyond the initial intake screening.

The records management system shall comply with all applicable state and federal laws, rules, and regulations. The proposal will include a summary of the Medical Contractor's proposed records management system.

P. Nutritional Services

The **Medical Contractor** will be responsible for cooperating with the Prep Center's food service program to ensure the provision of medically necessary diets. The following diets may be ordered from food service: Any claims to food allergies will be verified before a special diet is order. The Doctor/Physician must order the special diet and it be approved by the facility administrator or his/her designee.

- (1) Mechanical soft
- (2) Low sodium
- (3) ADA Diabetic
- (4) Full liquid
- (5) Clear liquid

Q. Complaint/Grievance Procedure

The **Medical Contractor** will establish policies and procedures that address the handling of participant complaints related to health services to include a process for

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appeals. The **Medical Contractor** shall initiate its response to grievances within 72 hours of receipt.

The **Medical Contractor** will generate and provide to the Executive Director or his designee a monthly report of complaints received. The reports should include, at a minimum, participant name date the complaint was received, complaint description, date of response, and a brief description of the resolution.

R. Continuity of Care Upon Participant Release

The **Medical Contractor** implement a program for participants with chronic medical diagnoses who will be leaving the PREP Center to be returned to community supervision to refer them to community providers for care and treatment. The **Medical Contractor** will work with PREP Center staff to develop an after-care plan for these individuals.

S. Quality Improvement

The **Medical Contractor** will implement a continuous quality improvement (CQI) program. The CQI program will be utilized to evaluate the health care program on a continual basis for quality, appropriateness, and continuity of care.

T. Onsite Services for PREP Center Staff

The **Medical Contractor** will not be responsible for the provision of routine health services to PREP Center staff. However, when qualified **Medical Contractor** staff are on site, they will provide on-site emergency intervention for staff, participants, and visitors when necessary

2. Offsite Medical Services

The Medical Contractor is not expected to provide or cover any costs of offsite medical services to participants, except for emergency services as addressed in this section. However, **Medical Contractor** may refer participants to community-based medical providers as necessary for any medical-related purpose including, but not limited to, consultations, treatment, and hospitalization. The **Medical Contractor** may at any time recommend to ABPP that participants leave the PREP Center program temporarily or permanently in order to obtain offsite medical services. Other than for necessary emergency services, the participant shall be responsible for all costs of off-site medical services.

A. Emergency Care

The **Medical Contractor** will develop a means whereby medically necessary emergency services which cannot be reasonably provided at the PREP Center will be provided to participants, including emergency dental care. To the extent possible, the **Medical Contractor** will secure written agreements with emergency health service providers.

3. Exclusions

A. The following services are not required to be provided or paid for by **Medical Contractor**:

- (1) Any offsite medical services, other than necessary emergency medical services and emergency dental care.

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- (2) Treatment or surgery for gender identity disorder or sex change.
- (3) Surgery for purely cosmetic or aesthetic purposes
- (4) Elective surgical sterilization
- (5) Care, treatment or surgery determined to be experimental in accordance with accepted medical standards and managed care guidelines.
- (6) Mental health services.
- (7) Orthoses, prostheses, or other aids to impairment.

4. Accepting Insurance Coverage.

The **Medical Contractor** must be able to accept health insurance coverage the participant may have including Medicaid, Medicare, and private insurance.

IV. STAFFING and HUMAN RESOURCES

1. Staff and Schedule

The **Medical Contractor** will propose a staffing plan and provide sufficient staff, schedules and human resources support to maintain stable and productive staffing and management onsite to provide the specified participant medical services. Telehealth services may also be provided by the **Medical Contractor**.

Modifications to the minimum staffing level will be considered. The **Medical Contractor** will include a rationale for the proposed staffing for each position for which there is a difference. The rationale will include an explanation of the cost/benefit of the staffing proposal. To facilitate comparison of proposals, the **Medical Contractor** will provide a price for the minimum staffing and the proposal price for the recommended staffing.

2. Recruitment

The **Medical Contractor** will demonstrate that it has proven recruitment capabilities for necessary medical personnel.

A. Recruitment Resources and Plan

The **Medical Contractor** will describe its resources and approach to recruiting staff.

B. Onsite Medical Leadership and Management

The **Medical Contractor** will demonstrate ability to provide experienced and qualified leadership in key onsite positions by defining required experience and outlining plans to maintain leadership in place continuously. Key positions, for this proposal are listed below:

- (1) Health Systems Administrator who shall devote a minimum of 30% of his/her work time to the PREP Center
- (2) Medical Director / Primary Care Physician to be on call for onsite or telehealth services.
- (3) One charge nurse and additional nursing staff as deemed appropriate by Medical Contractor.

3. Hiring and Credentials

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A. The **Medical Contractor** will employ only licensed and qualified staff with all contracted Health Care Providers meeting licensure or certification requirements in their health care professions. The **Medical Contractor** will:

- (1) Complete a credentialing process, consistent with community standards for each licensed health care professional. A copy of the application, credentialing verification documents, complete work history, license, and degree will be maintained on file. The Facility Administrator will have access to this information upon request.
- (2) Require personnel to pass a background investigation conducted by and at the expense of the Medical Contractor as a requisite for initial and/or continued employment. Background investigations will be completed within a reasonable timeframe.
- (3) Ensure that medical personnel will comply with current and future county, federal, and local laws, regulations, court orders, administrative regulations, administrative directives, and the policies and procedures of the PREP Center.
- (4) Ensure that health care personnel are trained and certified in Basic Life Support- Cardiopulmonary Resuscitation (BLS-CPR) with re-certification provided as required by the regulatory body.

4. Security

Medical Contractor personnel are subject to the security regulations, policies, and procedures of the Board and the PREP Center. **Medical Contractor** personnel are subject to removal from facility at any time for security reasons as determined by the PREP Center administrator or his/her designee.

5. Training and Information for Detention Staff

At the request of ABPP, the **Medical Contractor** will provide PREP Center staff with health education and information which may include, but not necessarily be limited to, infectious disease, management of emergency situations and other topics, as applicable.

V. CONTRACT ADMINISTRATION

The **Medical Contractor** will provide expert management and resources to support the participant medical services program and to maintain full compliance with the Request for Proposal and negotiated final contract.

1. Management Plan

The **Medical Contractor** will propose a management plan to demonstrate the capability to supervise and monitor the on-site program at the PREP Center.

2. Program Implementation

The **Medical Contractor** will demonstrate the ability to prepare and implement protocols, policies, and procedures that comply with applicable health care standards and regulations.

3. Statistical and Management Reporting

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The **Medical Contractor** will compile quarterly statistical utilization reports of services provided. The **Medical Contractor** will provide an annual contract summary report to the Executive Director or his designee.

4. Hazardous Waste Management

The **Medical Contractor** will be responsible for the removal and disposal of medically generated hazardous and pharmaceutical waste materials. Removal and disposal will be in accordance with applicable local, county, and federal rules, regulations, and codes.

5. Insurance

- A. Upon award of this contract, entry into a contract is expressly conditioned upon the **Medical Contractor** obtaining certificates of insurance indicating that the insurance requirements below listed are in force.

(1) Indemnity and Hold Harmless Agreement

To the fullest extent allowed by law, the **Medical Contractor** shall indemnify, defend and hold the State of Alabama, the Board and its Officers, employees, agents, and (collectively "Board") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees, and costs for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon Board, as a result of or in any manner related to provision of services pursuant to the Contract, or any act or omission, by Provider or its affiliates, employees, agents, subcontractors or representatives. The **Medical Contractor** shall provide the Board with proof of the insurance coverage required herein, including without limitation, general liability coverage including the Board as an additional insured. This indemnification shall survive the expiration or termination of the Contract.

(2) Instructions

The **Medical Contractor** shall not commence work under the contract until the **Medical Contractor** has obtained all insurance required under this section and such insurance has been approved by the Board, nor shall the **Medical Contractor** allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Certificates of insurance shall have the Board and the PREP Center named as "Additional Named Insures" for the proposed work.

(3) Workers' Compensation Insurance and Employer's Liability Insurance

The **Medical Contractor** shall take out and maintain during the life of the contract the applicable statutory Workers' Compensation Insurance with an insurance company authorized to write such

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insurance in Perry County and in all counties covering all the **Medical Contractor's** employees, and in the case of any work sublet, the **Medical Contractor** shall require the **Medical Contractor's** subcontractors similarly to provide statutory Workers Compensation Insurance for the subcontractor's employees.

(4) **Commercial General Liability Insurance**

The **Medical Contractor** shall maintain during the life of the contract such Commercial General Liability Insurance as shall protect the **Medical Contractor** against claims for damages resulting from bodily injury, including wrongful death and property damage, which may arise from operations under the contract whether such operations be by the **Medical Contractor** or by any subcontractor. The minimum acceptable limits of liability to be provided by such General Liability Insurance shall be as follows:

Each Occurrence: General Aggregate: \$1,000,000 2,000,000

(5) **Professional Liability Insurance**

The **Medical Contractor** shall maintain, during the life of the contract, such Professional Liability Insurance as shall protect the **Medical Contractor** against claims for damages resulting from medical incidents, which may arise from operations under the contract, whether such operations are by the Medical Provider or the **Medical Contractor** staff. The minimum acceptable limits of liability to be provided by such Professional Liability Insurance shall be as follows:

Each Incident: Aggregate: \$1,000,000 3,000,000

(6) **Certificate Of Insurance**

The **Medical Contractor** shall furnish the Board with a copy of the certificate(s) of insurance evidencing policies required in Number's (3), (4), and (5) listed above. The **Medical Contractor** shall give the Board at least thirty (30) days written notice in the event of cancellation of, or material change in, any of the insurance policies. If coverage on said certificate(s) is shown to expire prior to completion of all terms of the contract, the **Medical Provider** shall furnish a certificate of insurance evidencing renewal of such coverage to the Board. The certificates of insurance shall clearly show this contract number.

(7) **Subcontractor's Insurance**

The **Medical Contractor** shall require each subcontractor to take out and maintain during the life of the subcontract the same insurance coverage required under Section 5.A., Paragraphs (3), (4), and (5) above, including the extensions of coverage required under those paragraphs. The Baldwin County Commission depending on the particular service being performed by the subcontractor may grant exceptions. Each subcontractor shall furnish to the **Medical Contractor** two (2) copies of a certificate of insurance, and such

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certificate shall contain the same information required in Paragraph (6) above. The **Medical Contractor** shall furnish one copy of the certificate to the Baldwin County Commission.

6. Other Terms and Conditions

- A. The **Medical Contractor** will confirm its acceptance of the following general terms and conditions:

(1) Contract Period

The **Medical Contractor** shall furnish labor, materials, and supplies necessary to provide complete health services to participants, as per the accepted proposal and subject to the execution of a contract with terms and conditions deemed necessary by the Board. It is the intent of the Board to award this contract for a twenty-four (24) calendar month period. However, the Board may, at its option (with the review of the Legislative Contract Review Committee and approval by the Governor) and in agreement with the Successful Bidder, renew the contract for up to three (3) additional years, in twelve (12) month increments. The Board will notify the **Medical Contractor** at least thirty (30) days prior to expiration of the initial contract with its intent to extend the contract, if mutually agreed to by both parties. The prices for initial shall also apply to the extension period(s).

(2) Termination Of Contract

The Board will have the authority to submit a written recommendation to terminate the contract for default to include unreasonable nonperformance. This recommendation shall be supported through specific documented instances. The **Medical Contractor** will be provided with an opportunity to cure the conditions within a specified and reasonable time period if cured, no termination shall occur.

Either party shall have the option to terminate the contract without cause based upon 90 days written notice.

(3) Non-Discrimination

The **Medical Contractor** will agree to comply with the policies of the Board and PREP Center Detention Facility and all applicable federal, state and local laws, rules and regulations whereby discrimination is prohibited on the grounds of race, religion, color, sex, age, national origin or disability.

VI. CONTRACTOR QUALIFICATIONS and EXPERIENCE

The **Medical Contractor** will be an experienced provider of comprehensive medical services.

1. Minimum Qualifications

- A. The **Medical Contractor** will meet the following minimum requirements to be considered for award of this contract.

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sued. Failure to disclose such terminations may be grounds for the Board to reject the proposal and eliminate it from further consideration.

- C. List all contracts terminated early by the **Medical Contractor**. Give an explanation for each early termination.
- D. List all contracts cancelled in the last 4 years by the **Medical Contractor** and provide an explanation for each.
- E. List all **Medical Contractor** contracts in the last 4 years that were cancelled or terminated early by any government agency or private correctional company and provide an explanation for each.

5. Subcontractors

If subcontracting is to be used:

- A. The **Medical Contractor** shall submit a list of those subcontractor personnel who will be assigned for direct work on the contract and the approximate time each will be devoting to work on the resultant contract. The **Medical Contractor** shall provide resumes giving the educational background, professional experience, and special qualifications of personnel providing services in accordance with this contract.
- B. The **Medical Contractor** shall describe the proposed subcontractor's past performance and effectiveness in similar work. The respondent shall submit a list of the types of similar work performed by the subcontractor(s) within the last three (3) years. The respondent shall submit references, government and/or private sector, which can provide knowledgeable input about prior performance.

VII. PRICE

The **Medical Contractor** shall provide all applicable charges/rates to provide the required services. All fee structures submitted shall be reviewed and considered. The price proposal shall include the furnishing of all professional services, labor, supplies, insurances, licenses and applicable taxes necessary or proper for completion of the required services as described herein, based on present statutes, law and standards of care. The **Medical Contractor** may, but is not required to, propose a base monthly rate to cover operational expenses, plus a per diem rate for each participant or fee for service or other fee structure. The price proposal shall also include a maximum annual aggregate cap.

Population: To assist with the determination of a proposed contract price, population statistics and projections are as follows: Initial population of 30-35 adult male daily participants beginning in October of 2022 and gradually increasing to 150 – 200 adult male daily population by October 1, 2023, and continuing thereafter.

VIII. MEDICAL EQUIPMENT AND FURNISHINGS

The **Medical Contractor** will provide its own equipment and supplies to perform its responsibilities under this MOU. The **Medical Contractor** will also provide any furnishings needed in addition to those that are available at the PREP Center for contractor's use.

TERMS AND CONDITIONS

A. STAARS Registration

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

B. Submission of Proposals

1. All proposals are due no later than 4:00 p.m. CST, Wednesday, July 27, 2022. Proposals must be received by this date and time to be considered by the Board. It is the sole responsibility of the proposer to ensure actual delivery of the proposal prior to the deadline. Submissions must be received by physical delivery (mail, courier, overnight, or in person). Email or facsimile submissions will not be accepted. Submissions that are late or are otherwise not compliant with this Request for Proposal ("RFP") may be eliminated from consideration.
2. One (1) original paper or hard copy of the proposal must be submitted along with five (5) paper or hard copy proposals, including copies of completed/notarized required documents. Vendors must additionally submit an electronic copy of responsive proposals and all attachments on a USB drive. The proposal package must be sealed and properly labelled with vendor's name, proposal opening date, and RFP number/name. Failure to submit the required number of copies in this requested format will prevent a vendor's proposal from being evaluated.
3. An authorized representative of vendor must sign the original proposal with any changes made in ink in all required places.
4. The vendor's proposal must include the complete name, address, mailing address, e-mail address and direct telephone number of the person ABPP should contact regarding the proposal.
5. Vendors must include information required in Sections III, IV, V, and VI of the RFP Description and Specifications and provide their approach to providing the required services.
6. A vendor's proposal must also include the following forms which are available for download at: <https://paroles.alabama.gov/resources/request-for-proposals>.
 - (a) RFP Coversheet;
 - (b) Authorization to Submit Proposal;
 - (c) Vendor Disclosure Statement ("Proposal Box" must be checked on this form.) (Please note: a separate Vendor Disclosure Statement (with the "Contract Box" checked must be completed by the successful vendor to accompany any executed contract.) A copy of the successful vendor's completed disclosure statement shall be filed with ABPP and the Alabama

Department of Examiners of Public Accounts and submitted to the Contract Review Permanent Legislative Oversight Committee. Any disclosure statement filed pursuant to Alabama Code Section 41-16-85 will be public record.);

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

C. Pre-Proposal Conference

A mandatory Pre-Proposal Conference will be held at the PREP Center, 4805 U.S. Highway 80, Uniontown, Alabama on Thursday, July 7, 2022, 10 a.m. (Central Standard Time). The conference

will include a presentation concerning the PREP Center and the RFP and there will be an opportunity for vendor questions. A tour of the facility will be conducted at the Pre-Proposal Conference. Any interested vendor must attend. Vendors will not be allowed to submit a proposal if they or a representative of their company does not attend the Pre-Proposal Conference.

D. Opening of Proposals

1. Properly identified proposals will be securely kept and will remain unopened until time of proposal opening planned for Thursday, July 28, 2022, at 10:00 AM CST.
2. Proposal opening will be in the Board Hearing Room at the Board's Montgomery Headquarters (same address as above). Proposal opening will be in an open public meeting, making information public to those interested respondents who may be present either in person or by representative.
3. Proposal opening is not to be construed as meaning any vendor meets all specifications as set out in the proposal.
4. The Board does not accept responsibility for the premature openings of a proposal not properly identified or the late arrival of a proposal for whatever reason.

E. Cost of Proposals

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

F. Amendments to RFP

1. Amendments to this RFP, if issued, will be made available to all interested vendors registered through the Alabama Department of Finance's Purchasing Division as required by posting the same on the Board'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.

G. Clarifications and Suspected Errors in RFP

1. If a vendor suspects an error, omission, or discrepancy in this solicitation, vendor must immediately notify the Board's designee in writing, Greg Locklier, at the above stated address or by e-mail (greg.locklier@paroles.alabama.gov). ABPP will issue written instructions, if appropriate, and make any necessary changes available

to all interested parties by posting the same on the Board's website, <https://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 the RFP unclear, that vendor is expected to make a written request for clarification, prior to the submission of the proposal. The Board will respond in writing or by e-mail to all such requests if a response is deemed appropriate. The Board's response will state the request for clarification followed by a statement of clarification. A copy of the response will be provided to all eligible vendors by posting the same on the Board's website, <https://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 Thursday, July 14, 2022. ABPP's response to questions will be provided no later than 4:00 p.m. CST, Wednesday, July 20, 2022.

H. Request to Modify or Withdraw Proposal

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

I. Responsibility to Read and Understand RFP

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

J. Point of Contact

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

K. Certifications of Vendor

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

L. Proposals are Firm

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

M. Award of Contract

1. The successful vendor may be required to enter into contract negotiations at the discretion of ABPP. If an agreement cannot be reached to the satisfaction of ABPP, the Board may reject the vendor's proposal or revoke the selection and begin negotiations with another qualified vendor. Any proposed changes, as well as the final contract, must be approved and signed by the appropriately authorized State of Alabama and ABPP official(s).
2. Upon acceptance of vendor's proposal by the Board, the parties will execute a formal contract, in writing, duly signed by the proper parties thereto, which shall

be subject to review by the Legislative Contract Review Oversight Committee of the State of Alabama and the approval and signature of the Governor of the State of Alabama. Vendor will assume responsibility for providing services under the executed contract on the effective date of the contract, which will be the date of approval and signature of the Governor of Alabama or his designee. The executed contract will not be effective until it has received all requisite state government approvals. Vendor shall not begin performing services thereunder until notified by the Board. Vendor will not be entitled to compensation for work or services performed prior to the effective date of the contract.

3. This RFP does not, by itself, obligate the Board; such obligation shall commence only upon the execution of any approved contract. However, part or all of this RFP may be incorporated into any executed contract, along with vendor's proposal. The Board hereby reserves the right to add terms and conditions during contract negotiations, all within the scope of this RFP.
4. If vendor begins any billable work prior to final approval and execution of a contract, vendor does so at its own risk. Vendor's contract, itself, will not be effective until it has received all requisite state government approvals, which includes the signature of the Governor of the State of Alabama, and vendor is entitled to no compensation for work or services performed prior to the effective date of the contract.
5. The Board anticipates submitting an executed contract to the Legislative Oversight Review Committee (LCRC) for approval by the deadline for the applicable Contract Review Meeting. As such, any awarded contract must be timely executed by ABPP and the successful vendor and all requisite forms and documentation must be received by the Board, for timely submission to the LCRC clerk.
6. A standard state agency contract will be required. Standard agency acknowledgement forms will be required for any individual associated with the successful vendor to perform services under an executed contract.
7. The anticipated contract term for this RFP is a two (2) year period. The Board reserves the right, however, to include up to three (3), one-year renewal options, at its discretion, in any initially awarded contract. When provided for in any executed contract, ABPP has the sole option to exercise renewal options. To be effective, any renewals must be submitted to and reviewed by the Alabama Legislative Contract Review Oversight Committee and require the approval and signature of the Governor of the State of Alabama.

N. Reservation of Rights

1. ABPP anticipates awarding a contract to the most responsible, substantially compliant, and lowest-priced vendor. However, ABPP hereby reserves the right to cancel this RFP, reject any or all proposals, to reject individual proposals for failure to meet any requirement; to award by item, part or portion of an item, group of

items, or total; and to waive minor defects and/or seek additional proposals and also reserves the right to award one or more professional service contracts that ABPP determines to be in the best interest of the state and ABPP. All services may be awarded to one professional service provider or ABPP may award different services described in the RFP to different/multiple providers.

2. ABPP reserves the right to award the contract to a vendor other than the lowest-priced vendor if a higher-priced proposal provides the best value as determined by ABPP.
3. Submission of a proposal confers on vendor no right to a selection or to a subsequent contract. This process is only for the benefit of ABPP and is to provide ABPP with competitive information to assist in the selection process. All decisions on compliance, evaluation, terms, and conditions will be made solely at the discretion of ABPP.

O. Timetable:

The following is an outline of dates in the selection process. Any changes will be provided in writing to all responders receiving a copy of this RFP.

- | | |
|--|-----------------|
| 1. RFP Release: | June 24, 2022 |
| 2. Pre-Proposal Conference: | July 7, 2022 |
| 3. Questions regarding the RFP due by 4:00 C.S.T.: | July 14, 2022 |
| 4. Response to all questions: | July 20, 2022 |
| 5. Proposals due by 4:00 C.S.T.: | July 27, 2022 |
| 6. Opening of Proposals | July 28, 2022 |
| 7. Oral Presentations of selected proposals (if required): | August 3, 2022 |
| 8. Award notification – no later than: | August 15, 2022 |

P. Evaluation and Selection

1. The Board 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 non-employee expert with relevant experience to participate in proposal evaluations. The Proposal Evaluation Committee will then make a recommendation to the Director of ABPP who will make the final award decision.
2. Vendor selection will be based on the proposal that meets or exceeds the requirements set forth in this RFP. Proposals will be evaluated based on the quality and completeness of the information provided. Vendors must provide

comprehensive statements that illustrate their understanding of the proposed contractual requirements. ABPP may seek clarification of a proposal from any vendor at any time; Vendor's failure to timely respond is cause for rejection. Clarification is not an opportunity to modify a proposal.

3. ABPP may request an oral presentation or conduct interviews to support vendor's written proposal.
4. Any vendor whose proposal does not meet the mandatory requirements and does not provide a primary proposal that meets all the required specifications of the RFP will be considered non-compliant.
5. Proposal evaluations will be scored and based on the response to the requirements of this RFP and held as the primary proposal. Alternative proposals will not be considered as the basis for the evaluation of the successful vendor. All proposals received will become the property of ABPP. ABPP further reserves the right to use for its benefit the ideas contained in proposals received. After the evaluation of proposals received and selection of the successful vendor, the selection and the award will be posted on the Board's website.
6. Upon ABPP selecting a vendor's proposal for contract negotiations, ABPP will send vendor written notice. Notice letters sent or posted during proposal firm time, or during any extension thereof, will extend the proposal firm time until such time as ABPP signs a contract or determines negotiations with vendor have failed. Receipt or posting of a notice of award is not the equivalent of a contract with ABPP. ABPP anticipates making a vendor selection within no more than 24 hours from the date scheduled for proposal opening but reserves the right for an extension of time as required.

Q. Evaluation Criteria

The following criteria will be used in evaluating proposals:

1. Capacity to perform the required services (20%): Ability to provide the services based on experience, completeness, of response, history. A demonstrated understanding of the needs of the PREP Center and participants.
2. Experience (20%). Years of existence. Qualifications, experience, and certifications of individuals and team assigned to work at the PREP Center. Relevant experience providing healthcare to a similar size population, including providing healthcare at detention facilities.
2. Responsiveness to RFP (20%): Adherence to RFP requirements and adequacy of proposal.
3. Costs and Fee Structure (40%): Reasonableness and structure of costs for services provided.