

**REQUEST
FOR
PROPOSAL
NO. 2012-0313**

**Alabama Department of Corrections
Therapeutic Education Facility**

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

May 1, 2012

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REQUEST FOR PROPOSAL

Alabama Department of Corrections Therapeutic Education Facility

INFORMATION FOR SUBMITTING PROPOSALS

Requesting Agency

The Alabama Department of Corrections (ADOC) is requesting proposals from responsible Vendors to fill the needs of the State as outlined herein. Please read the entire solicitation package and submit your proposal in accordance with all requirements.

Project Title

Request for Proposal (RFP)
Alabama Department of Corrections Therapeutic Education Facility

Summary Description of Services

Therapeutic Education Facility for the Alabama Department of Corrections

Send Proposals To

Direct Delivery (FedEx, UPS, etc):

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

or

US Postal Service:

P. O. Box 301501
Montgomery, AL 36130

Submission of Proposal

The opening date for submitting a proposal is May 1, 2012, at 9:00 a.m. The deadline for receipt of Vendor's proposal is May 25, 2012, at 5:00 p.m.

SECTION I

INTRODUCTION

In response to the current crowding problem in Alabama prisons resulting from an ever increasing prison population, recidivism, and relapse, the ADOC announces this RFP to all eligible and interested parties for the opportunity to submit a proposal, in accordance with the requirements herein, for the operation and management of a Therapeutic Education Facility in the State of Alabama. The agreement period for this RFP shall be subject to available funding through annual appropriations. You are invited to submit a response in accordance with the requirements specified in this RFP.

The ADOC seeks responses from private vendors to provide intensive, residential substance abuse and cognitive behavioral programming in a medium custody residential facility, including, but not limited to, the following: security services; correctional administrative services; medical, dental, and mental health support services; educational services; programming services, including life skills and recidivism reduction programming; food services; reentry preparation; and all other applicable services or programs required by law or as agreed upon by the parties.

All responding parties must be capable of providing stand-alone services with minimal support from the ADOC to the specified ADOC offender populations that will, at a minimum, comply with federal and state law and ADOC standards as may be defined in the Policies and Procedures and Administrative Regulations of the ADOC. ADOC Policies and Procedures can be accessed through the ADOC's website, www.doc.alabama.gov. When differences exist between standards, the higher standard as defined by the ADOC will prevail. The specified requirements and standards will serve as the benchmark for monitoring the proposing party's facility operation and management.

Each sealed, notarized proposal must be accompanied by a Guarantee payable to the State of Alabama consisting of a cashier's check, other type bank certified check (personal or company checks are not acceptable), money order, or surety bond issued by a company authorized to do business in the State of Alabama in the amount of two-hundred fifty thousand dollars (\$250,000.00) as a Proposal Guarantee of good faith and firm proposal for ninety (90) days. The Commissioner of the ADOC, or his designee, will be the custodian. Proposals not accompanied by this Proposal Guarantee will not be considered. Proposals must be delivered between 9:00 a.m. on May 1, and 5:00 p.m. on May 25, 2012, to the Alabama Department of Corrections, Office of the Commissioner, 301 South Ripley Street, Montgomery, Alabama 36104, or P.O. Box 301501, Montgomery, Alabama 36130.

Vendor may mail or hand-deliver proposals, including amendments, but the ADOC must actually receive them as specified. It will not be sufficient to show that Vendor mailed or commenced hand delivery of the response before the scheduled closing time for receipt of proposals. All times are State of Alabama local times. Computer, fax, or other electronic submissions are not allowed and will not be accepted. Proposals arriving after the deadline date will not be considered.

1.1 Purpose of Procurement

The purpose of this procurement is to establish a Therapeutic Education Facility in the State of Alabama to provide intensive, residential substance abuse and cognitive behavioral programming, as well as educational services and vocational training, in a medium custody residential facility for medium security Inmates under the supervision and custody of the ADOC.

The current estimate is that approximately seven hundred and fifty (750) medium security Inmates, seven hundred (700) male and fifty (50) female (with the option to later designate those fifty (50) female beds as male beds if needed), will be placed in a secure Therapeutic Education Facility or Facilities. These numbers, however, are an estimate only and should not be considered a guarantee for any contract resulting from this RFP. The Facility or Facilities proposed must be fully operational and ready to accept Inmates by August 1, 2012, or at such other date as the parties may mutually agree. The Facility or Facilities must be within the State of Alabama.

The ADOC may request clarification of a particular point in Vendor's submission through written or oral presentation. The ADOC reserves the right to make final award contingent upon a site visit of one or more of Vendor's facilities.

1.2 Definitions

"ADOC," "DOC," or "Department" – the Alabama Department of Corrections.

Authorized Representative – any person or entity duly authorized and designated in writing to act for and on behalf of a party to this agreement or contract, which designation has been furnished to all the parties herein.

Contract Monitor – the employee, employees, representative, or representatives of the ADOC designated to monitor operation of the Facility for Contract compliance and to coordinate actions and communications between the ADOC and the Operator.

Correctional Services – those functions set forth in the Offer.

Court Orders – any existing or future orders or judgments issued by a court of competent jurisdiction or any existing or future stipulations, agreements, or plans entered into in connection with litigation which are applicable to the operation, management, or maintenance of the facility or related to the care and custody of Inmates at the facility.

Emergency Care – the medical or surgical care necessary to treat the sudden onset of a potentially life or limb threatening condition or symptoms which must begin within twelve (12) hours after onset. Heart attacks, strokes, poisoning, loss of consciousness or respiration, and convulsions are examples of medical care emergencies.

EOS – abbreviation for "end of sentence."

Fiscal Year – each one-year period beginning, October 1 and ending on September 30, that is used for budgeting and appropriation purposes by the State.

Force Majeure – the failure to perform any of the terms and conditions of a contract resulting from acts of God.

Health Care Code – the assigned classification code of an inmate’s healthcare needs, as determined by a licensed Alabama medical provider.

Inmate – a person who has been sentenced to the custody of the ADOC. This also includes persons from other jurisdictions who are housed in ADOC facilities pursuant to the Interstate Corrections Compact.

Inmate Day – each day an inmate is housed at the Facility, including the first, but not the last, day of incarceration as determined by the midnight count of each day.

Inmate Welfare Fund – a special fund created for the benefit and general welfare of the Inmates at the Facility.

Inpatient Care – health care received by an Inmate admitted to an institution licensed and operated pursuant to law which is primarily engaged in providing health services on an inpatient basis for the care and treatment of injured or sick individuals through medical, diagnostic, and surgical facilities, where the Inmate’s stay is longer than a twenty-three (23) hour period.

Major Mental Illness – an Inmate will be identified as having a major mental illness if he/she has an Axis I diagnosis accessed by a licensed psychiatrist, based on the criteria sets and Axes identified in the Diagnostic and Statistical Manual of Mental Disorders (DSM-IV).

Medical Care – all care that is not classified as emergency care which is routinely required by operating standards.

Medium Security Inmate – an Inmate that requires a moderate to high degree of physical restraint and detection according to ADOC policy. Inmates in this category are considered to be suitable for participation in formalized institutional treatment programs or other activities inside a secure institution without aggressive or violent behavior.

Mental Health Care Code – the assigned classification code of an inmate’s mental health support and treatment needs, as determined by a licensed Alabama medical provider.

Most Comparable Facility (MCF) – a facility presently operated by Vendor that is most like the facility contemplated in this RFP. If Vendor does not have a facility that it believes is comparable to that contemplated by this RFP, Vendor shall provide proposed policies, etc., in lieu of items requested from the MCF.

Outpatient Care – health care provided where the Inmate remains ambulatory and is not kept in a health care facility for a period longer than twenty-three (23) hours.

Payment – the total Inmate Per Diem Rate plus any other costs for the Correctional Services contracted.

Per Diem Rate – shall mean the charge per Inmate, per Inmate Day.

Reimbursable Medical Costs – those medical, mental health, and dental costs payable by the State of Alabama.

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

Service Commencement Date – the first day the Inmates are received at the Facility.

Standards – all applicable federal and state laws, constitutional requirements, court orders, and ADOC policies and procedures. If there is a conflict between any of these and this RFP or the Contract, the more stringent shall apply, as determined by the ADOC.

State – the State of Alabama or the Alabama Department of Corrections. These terms may be used interchangeably.

Urgent Care – care medically necessary to prevent deterioration, other than normal aging, or when an Inmate's health results from an unforeseen illness or injury and the care cannot be delayed.

Vendor – any corporation or legal entity qualified under Alabama law to respond to the RFP.

1.3 Opening Date

Vendors' proposals will be opened on May 29, 2012, at 10:00 a.m., in the Commissioner's Office, 301 South Ripley Street, Montgomery, Alabama 36104.

1.4 Cost Proposal

Prices must be quoted in the proposal. Prices will be firm for the time period indicated.

1.5 Contract Term

The contract is for a period of two (2) years with options for both parties to extend the contract for three (3) additional one (1) year periods.

All extensions will be dependent upon the provision of necessary appropriations by the Alabama Legislature on an annual basis. Vendor will assume responsibility for providing the services

described in this RFP beginning August 1, 2012, or at such other date as the parties may mutually agree.

1.6 Entire Agreement

Upon acceptance of Vendor's proposal by the ADOC, the parties will execute a formal contract, in writing, duly signed by the proper parties thereto, and subject to review by the Legislative Contract Review Committee and approval of the Governor of the State of Alabama.

1.7 Form and Content of Proposals

An original and six (6) copies of each proposal are required. Failure to submit the required number of copies may prevent Vendor's proposal from being evaluated within the allotted time. Proposals must be submitted in ink, typed or printed form. An authorized representative must sign the proposal, and any changes, in ink in all required places. The proposal must address all requirements of this RFP and provide all the information requested.

RFP number, proposal opening date, and time must be on the outside front lower left corner of the sealed envelope/package. Each proposal must include original signature and notarization on the enclosed Vendor Authorization Form to Submit Proposal (Appendix A) and said Form must be returned with proposal. Proposals submitted on reduced and/or mutilated forms will be rejected. Proposals submitted by "Express/Overnight" services must be in a separate inner envelope/package, sealed, and identified as stated above.

Properly identified proposals will be securely kept and will remain unopened until time of proposal presentation. The ADOC does not accept responsibility for the premature opening of a proposal not properly identified or the late arrival of a proposal for whatever reason.

At the scheduled place and date for the proposal opening (or as soon thereafter as is applicable), prices will be made public for information of interested respondents who may be present either in person or by representative. Such information is not to be construed as meaning any Vendor meets all specifications as set out in the RFP.

The ADOC takes its responsibilities under the State of Alabama's public records law – Alabama Code Section 36-12-40 – very seriously. If Vendor considers any portion of the documents, data, or records submitted in response to this solicitation to be confidential, trade secret, or otherwise not subject to public disclosure, Vendor must, in addition to the required original and six (6) copies of the proposal, also provide the ADOC with a separate redacted copy of its proposal and briefly describe in a separate writing, as to each item redacted, the grounds for claiming exemption from the public records law. This redacted copy shall be clearly marked "Redacted Copy." The redacted copy shall be provided to the ADOC at the same time Vendor submits its proposal and must only exclude or redact those exact portions that are claimed confidential, trade secret, or otherwise not subject to disclosure.

Vendor shall be responsible for defending its determination that the redacted portions of its proposal are confidential, trade secret, or otherwise not subject to disclosure. Furthermore,

Vendor shall protect, defend, and indemnify the ADOC for any and all claims arising from or relating to Vendor's determination that the redacted portions of its proposal are confidential, trade secret, or otherwise not subject to disclosure. All of the above shall be acknowledged in Vendor's "Redacted Copy."

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

1.8 Request to Modify or Withdraw Proposal

Vendor may make a written request to modify or withdraw the proposal at any time prior to opening. No oral modifications will be allowed. Such requests must be addressed and labeled in the same manner as the original proposal and plainly marked Modification to, or Withdrawal of, Proposal. Only written requests received by the ADOC prior to the scheduled opening time will be accepted. The ADOC will correct the proposal after opening.

1.9 Suspected Errors/Clarification

If Vendor suspects an error, omission, or discrepancy in this solicitation, Vendor must notify Mrs. Anne Hill, ADOC General Counsel, at the above stated address and such notification must be received by the ADOC by May 7, 2012. The ADOC will issue written instructions, if appropriate, by close of business on May 14, 2012. Those instructions will be posted on the ADOC website.

If Vendor considers any part of the RFP unclear, Vendor is expected to make a written request for clarification and such request must be received by the ADOC no later than May 7, 2012. The ADOC will respond in writing to all such requests by close of business on May 14, 2012. In the ADOC response, the ADOC will state the request for clarification followed by a statement of clarification. A copy of the response will be provided to the vendor who submitted the question and posted on the ADOC website.

If changes in the RFP become necessary, an addendum will be posted on the ADOC website.

1.10 Proposal Firm Time

The proposal will remain firm and unaltered after opening for ninety (90) days after the proposal due date or until the ADOC signs a contract with another vendor, whichever is earlier. The ADOC may accept Vendor's proposal at any time during the proposal firm time, subject to successful contract negotiations.

1.11 Security

Vendor must provide a Proposal Guarantee payable to the State of Alabama consisting of a cashier's check, other type bank certified check (personal or company checks are not acceptable), money order, or surety bond issued by a company authorized to do business in the

State of Alabama in the amount of two-hundred fifty thousand dollars (\$250,000.00) with the submitted proposal. By the time of the signing of a contract, Vendor must also provide a Performance Guarantee in the amount of five million dollars (\$5,000,000.00) in the form of a bond or other form acceptable to the ADOC. This guarantee will be in force for the life of the contract. A breach of the contract by Vendor will cause the performance guarantee to become payable to the State of Alabama. The ADOC will be the named recipient of the Performance Guarantee.

1.12 Evaluation and Selection

The ADOC will evaluate all proposals using the criteria outlined in Section III of this RFP. As part of the selection process, ADOC employees/agents shall have reasonable access to proposed facility or facilities. Upon the ADOC selecting Vendor's proposal for contract negotiations, the ADOC will send Vendor a written notice. Notice letters sent or posted during the period of time that the proposal price is firm, or during any extension thereof, will extend the proposal firm time until such time as the ADOC signs a contract or determines negotiations with Vendor have failed. Receipt or posting of a notice is not equivalent to a contract with the ADOC.

1.13 Responsibility to Read and Understand

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

1.14 Contract Negotiations

The Vendor chosen may be required to enter into contract negotiations if the ADOC believes such is necessary or desirable. If an agreement cannot be reached to the satisfaction of the ADOC, the ADOC may reject Vendor's proposal or revoke the selection and begin negotiations with another vendor. Any proposed changes, as well as the final contract, must be approved and signed by the appropriately authorized State and ADOC official(s).

1.15 Commencement of Work

If Vendor begins any billable work prior to final approval by the ADOC and execution of the contract, Vendor does so at its own risk.

1.16 Vendor Contact

The ADOC will consider the person who signs Vendor's proposal the contact person for all matters pertaining to the proposal unless Vendor designates another person in writing.

1.17 Reservations

The ADOC reserves the following rights: (1) to reject all proposals; (2) to reject individual proposals for failure to meet any requirement; (3) to award by item, part or portion of an item, group of items, or total; and (4) to waive minor defects. The ADOC may seek clarification of the proposal from Vendor at any time and failure to respond is cause for rejection. Clarification is not an opportunity to change the proposal. Submission of a proposal confers on Vendor no right of selection or to a subsequent contract. This process is for the benefit of the ADOC only and is to provide the ADOC with competitive information to assist in the selection process. All decisions on compliance, evaluation, terms, and conditions will be made solely at the discretion of the ADOC and made to favor the State.

1.18 Cost of Preparation

The ADOC is not responsible for, and will not pay any costs associated with, the preparation and submission of Vendor's proposal, regardless of whether or not selected for negotiations. Any costs associated with any oral presentations to the ADOC will be the responsibility of Vendor and will in no way be charged to the ADOC.

SECTION II

GENERAL TERMS AND CONDITIONS

2.1 Proposal Conditions

- a) By signing the proposal, Vendor agrees to be bound by all terms and conditions of the RFP. Any exceptions to the specified terms and conditions must be clearly set forth within Vendor's proposal and are subject to the acceptance of the ADOC.
- b) This agreement constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and agreements that may have been made in connection with the subject matter hereof. No modification or amendment to this agreement will be binding upon the parties unless the same is in writing and signed by the respective parties thereto.
- c) Any contract that results from this RFP will be a firm, fixed-price contract, and the contract price established at award will constitute the total amount payable to Vendor to perform the Scope of Work set forth in the contract.
- d) All vendor proposals will remain firm and unaltered for ninety (90) days after the proposal due date shown or until the contract is fully executed with another vendor, whichever is earlier. An exception to the criterion will be the vendor engaged in contract negotiations after pre-award notification who will be allowed to make proposal modification(s) only in accordance with a request by the ADOC.
- e) Any alternate proposal submitted by Vendor (receiving pre-award notice), which in the opinion of the ADOC best satisfies the ADOC's requirements, may be considered and substituted for Vendor's initial proposal, either in whole or in part.
- f) The ADOC reserves the right to modify the requirements of the RFP or the awarded contract by: (1) changing the Scope of Work deliverable or time frames; (2) adding or deleting tasks to be performed or equipment to be provided; and/or (3) making any other modification deemed necessary by the ADOC. Any changes in Vendor's proposed program or pricing in response to an ADOC request are subject to acceptance by the ADOC.
- g) In the event price changes or proposed service changes in response to an ADOC request are not acceptable to the ADOC, Vendor's pre-award status may be rescinded. At the option of the ADOC, another selection for pre-award may be made from the vendors to the RFP, or the ADOC may open the process to re-procurement based upon the new specifications.
- h) All information submitted pursuant to the RFP may be subject to the Open Records Act. Any information submitted with a proposal, including cost, price, and other information (whether or not marked as proprietary or confidential), which is made part of the contract, is subject to release in accordance with the Open Records Act and/or applicable law. (See Section 1.7 of this RFP)

- i) Only the final results of the ADOC and the ADOC Evaluation Committee may be considered public. Any work papers, individual evaluator or consultant comments, notes, or scores are not open.
- j) The Successful Vendor, who executes the awarded contract for service, is contractually responsible for the total performance of the contract. Assignments for subcontracting may be allowable at the sole discretion of the ADOC, but must be disclosed as a part of the proposal or otherwise approved in advance by the ADOC. Any sub-Vendor providing services required in the RFP or in the awarded contract will meet or exceed the requirements set forth in the RFP.
- k) Vendors may be asked to submit further financial information to prove financial responsibility.
- l) All terms of the RFP and Vendor's responses to the RFP, along with all schedules and attachments, will be incorporated and referenced as part of the awarded contract.

2.2 Other General Terms

- a) The executed contract and any renewal thereof are subject to the appropriation of funds or funds made available to the ADOC to fulfill the contract obligations.
- b) No interpretation of any provision of the contract resulting from the RFP, including applicable specifications, is binding on the ADOC unless furnished or agreed to in writing by the ADOC.
- c) Vendor's provision of services must comply with the standards of the American Correctional Association (ACA), Alabama Department of Public Health (ADPH), and other standards as may be defined in the Policies and Procedures of the ADOC.
- d) If any requirement of the RFP exceeds the standards or requirements of the ACA, ADPH, or the Policies and Procedures of the ADOC, the requirements of the RFP will prevail. Any exception to this requirement must be specified in the awarded contract, or through a subsequent written mutual agreement, and be signed by the authorized representative of Vendor and the ADOC.
- e) The ADOC will not be bound to any terms and conditions included in any Vendor or sub-Vendor documents. No conditions in sub-Vendor documents in variance with, or in addition to, the requirements of the RFP or the awarded contract will in any way affect Vendor's obligations under the awarded contract.
- f) Should Vendor at any time: (1) refuse or neglect to supply adequate and competent supervision or sufficiently and properly skilled/trained/licensed personnel; (2) fail to perform the Services according to the specifications required in the RFP; (3) fail in any respect to perform the service requirements of the RFP with promptness and diligence; and/or (4) fail in

the performance of any agreement contained in the awarded contract, the ADOC will have the option, after forty-eight (48) hours written notice to Vendor by registered mail, return receipt requested, to the address shown in Vendor's proposal, to take any one or more of the following actions:

- i) Withhold any monies then or next due to Vendor;
 - ii) Provide such materials, supplies, equipment, and labor as may be necessary to complete said work, bring the rendition of the Services up to the specification and standards required in the RFP or awarded contract, pay for same, and deduct the amount so paid from any money then or thereafter due to Vendor; or
 - iii) Terminate the contract.
- g) All work products originated or prepared by Vendor and delivered to the ADOC pursuant to the RFP are, or will be, the exclusive property of the ADOC.
- h) All documents, materials, or data developed as a result of work under the awarded contract will be the property of the ADOC. The ADOC will have the right to use and reproduce any documents, materials, and data, including confidential information, used in or developed as a result of Vendor work under the awarded contract. The ADOC may use this information for its own purposes. Vendor is required to have the rights to utilize any documents, materials, or data provided by Vendor to fulfill requirements of the RFP. Vendor will keep confidential all documents, materials, and data prepared or developed by Vendor or supplied by the ADOC.
- i) Vendor will supply all billings, records, evidence of services performed, or other documents as may be required for review and audit by the ADOC. Licensed materials, used as a part of fulfilling the requirements of the awarded contract, will be considered a trade secret to Licensors.
- j) Vendor will be an independent contractor. Vendor, its agents, sub-Vendors, and/or employees will not be considered to be agent(s), distributor(s), or representative(s) of the ADOC. Further, neither Vendor nor any employees of Vendor will be entitled to participate in any retirement or pension plan, group insurance program, or other programs designed to benefit employees of the ADOC.

2.3 Disputes

Any dispute arising under, or relating to, the awarded contract that cannot be informally resolved by the parties will be made in writing and presented to the ADOC for a written decision. The ADOC will issue a written decision on the dispute within thirty (30) days. In the event of any conflict between Vendor and the requirements of the RFP, the provisions of the contract will control. Vendor will proceed diligently with performance of the awarded contract pending final resolution of any request for relief or adjustment, or any dispute or appeal, and will comply with any direction of the ADOC pending such final resolution.

2.4 Term and Renewals

The length of the contract, including any renewal, may not exceed five (5) years. If the commencement of performance is delayed because the ADOC does not execute the contract on the start date, the ADOC may change the start date, end date, and milestones to reflect the delayed execution. No renewal may be effective automatically. No renewal may be effective solely at Vendor's option.

2.5 Termination for Convenience

If the ADOC terminates for convenience, the ADOC will pay Vendor for supplies and services satisfactorily provided and for authorized expenses incurred up to the time of termination.

2.6 Billing

- a) Vendor shall provide a monthly invoice utilizing one standardized format. All invoices shall begin on the first day of the month and end on the last day of the month. The invoice shall include the number of Inmate Days occupied by ADOC Inmates.

Payment for proper performance of services will be commensurate with the scheduled progress of the work and will be made upon receipt of a detailed invoice for payment and properly received authorization from the ADOC. The invoice will certify that Vendor will be paid on a monthly basis after services have been delivered.

- b) Vendor will not bill for any taxes unless a statement is attached to the bill identifying the tax and showing why it is legally chargeable to the ADOC. If it is determined that taxes are legally chargeable to the ADOC, the ADOC will pay the tax as required. State and federal tax exemption information is available upon request. The ADOC does not warrant that the interest component of any payment, including installment payments to Vendor, is exempt from income tax liability.
- c) Vendor will be in compliance with applicable tax requirements and will be current in payment of such taxes.
- d) Payments delayed by the ADOC at the beginning of the fiscal year because of the appropriation process will not be considered a breach. While the State has not historically delayed payments at the beginning of the fiscal year, such a circumstance will not constitute a breach by the ADOC.
- e) The ADOC will not be liable to pay Vendor for any supplies provided, services performed, or expenses for the supplies and services, subject on the contract, incurred prior to the beginning of the term of the contract.
- f) The approved invoice amount will be paid less any retainment and previous partial payments. Final payment will be made upon determination by the ADOC that all

requirements under the contract have been completed, which determination will not be unreasonably withheld. Such final payment will be made subject to adjustment after completion of an audit of Vendor's records, as provided for in the Contract.

- g) Payments will be made to conform to State fiscal year requirements notwithstanding any contrary provision in the Contract or order. This may include prorating payments that extend beyond the end of the fiscal year for the ADOC.

2.7 Availability of Appropriations

The ADOC will use its best efforts to secure sufficient appropriations to fund the Contract. However, obligations of the ADOC hereunder will cease immediately, without penalty or further payment being required, if the Alabama Legislature fails to make an appropriation sufficient to pay such obligation. The ADOC will determine whether amounts appropriated are sufficient. The ADOC will give Vendor notice of insufficient funding as soon as practicable after the ADOC becomes aware of the insufficiency. Vendor's obligation to perform will cease upon receipt of the notice.

2.8 Consultation

Vendor will consult with and keep the ADOC fully informed as to the progress of all matters covered by the Contract. Where time permits and Vendor is not otherwise prohibited from so doing, Vendor will provide the ADOC the opportunity to review relevant documents prior to filing with any public body or adversarial party. Vendor will promptly furnish the ADOC with copies of all correspondence and documents prepared in connection with the services rendered under the Contract. Upon request, Vendor will arrange, index, and deliver all correspondence and documents to the ADOC.

2.9 Audit/Retention of Records

Vendor and its sub-Vendors will maintain books and records related to the performance of the contract or subcontract and necessary to support amounts charged to the ADOC in accordance with applicable law, terms and conditions of the contract, and generally accepted accounting practices. Vendor will maintain these books and records for a minimum of three (3) years after the completion of the contract, final payment, or completion of any contract audit or litigation, whichever is later. All books and records will be available for review or audit by the ADOC, its representatives, and other governmental entities with monitoring authority upon reasonable notice and during normal business hours. Vendor agrees to cooperate fully with any such review or audit. If any audit indicates overpayment to Vendor, or sub-Vendor, the ADOC will adjust future or final payments otherwise due. If no payments are due and owing to Vendor, or if the overpayment exceeds the amount otherwise due, Vendor will immediately refund all amounts that may be due to the ADOC. Failure to maintain the books and records required by this Section will establish a presumption in favor of the ADOC for the recovery of any funds paid by the ADOC under the contract for which adequate books and records are not available to support the purported disbursement.

2.10 Schedule of Work

Any work performed on State premises will be done during the hours designated by the ADOC and will, in any event, be performed so as to minimize inconvenience to the ADOC and its personnel and minimize interference with the operation of the ADOC.

2.11 Independent Vendor

Vendor will be an independent contractor. Supplies provided and/or services performed pursuant to the contract are not rendered as an employee of the ADOC or the State of Alabama. Amounts paid pursuant to the contract do not constitute compensation paid to an employee.

2.12 Responsibility for Agents and Employees

Vendor will remain fully responsible for the negligent acts and omissions of its agents, employees, and/or sub-Vendors in their performance of Vendor's duties under the contract. Vendor represents that it will utilize the services of individuals skilled in the profession for which they will be used in performing services hereunder. In the event that the ADOC determines that any individual performing services for Vendor hereunder is not providing such skilled services, the ADOC will promptly notify Vendor and Vendor will replace that individual.

2.13 License

Vendor or its employees, who perform services requiring a license, will have and maintain said required licenses. With the consent of the ADOC, Vendor may meet the license requirement through use of a sub-Vendor.

2.14 Assignment and Subcontracting

- a) Vendor may not assign, subcontract, or transfer any interests in the work subject of the contract without the prior written consent of the ADOC. In the event the ADOC gives such consent, the terms and conditions of the contract will apply to and bind the party or parties to whom such work is subcontracted, assigned, or transferred as fully and completely as Vendor is hereby bound and obligated. This includes requiring such parties to submit certificates and disclosures to the ADOC for review and approval.
- b) The names and addresses of all sub-Vendors utilized by Vendor will be listed in an addendum to the contract together with the anticipated amount of money that the sub-Vendor is expected to receive pursuant to the contract.
- c) If Vendor is unable to secure or maintain individuals named in the contract to render the services set forth in the contract, Vendor will not be relieved of its obligations to complete performance. However, the ADOC will have the option to terminate the contract upon written notice to Vendor.

- d) The ADOC may transfer the subject matter of the contract or payment responsibility to another State agency after giving written notice to Vendor.

2.15 Conflicts of Interest

Vendor covenants that it has disclosed to the ADOC, and agrees it is under a continuing obligation to disclose, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or that may conflict in any manner with Vendor's obligations under the contract. Vendor further covenants that it will not employ any person with a conflict to perform under the contract. Vendor further covenants that no person has an interest in Vendor or in the contract that would violate Alabama law.

2.16 Access to Facilities

ADOC employees/agents shall have reasonable access at all times to all areas of the Facility or Facilities. The Commissioner of the ADOC and members of the State Legislature shall be admitted into the facility or facilities at any reasonable time, as shall members of the Executive and Judicial Departments of the State, as well as any other individual designated by the ADOC.

2.17 Mediation

For any and all disputes arising under the terms of this Agreement, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General of the State of Alabama, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Administrative Hearings Division of the Attorney General's Office or, where appropriate, private mediators.

SECTION III

PROPOSAL FORMAT AND METHOD OF SELECTION

3.1 Introduction

All proposals shall follow the specific order set forth in this RFP, identifying each section and subsection using the corresponding section and subsection numbers, including headings, used in the RFP. Proposals shall also include a table of contents. All pages of the proposal shall be typed and sequentially numbered. The State may reject any proposal that does not conform with this stated format.

3.2 Qualifications of the Vendor

Provide, at a minimum, the information requested below. (If any correctional service functions will be subcontracted, submit a separate response for each sub-Vendor):

- a) Vendor's experience in the field of adult corrections, specifically the nature of experience related to the operation of correctional facilities meeting the criteria specified in this RFP. Vendors must:
 - i) have at least five (5) years of experience providing the type of services requested in this RFP to a daily population of at least four hundred (750) Inmates;
 - ii) list all past and present contracts;
 - iii) list the services provided;
 - iv) list the year(s) in which the services were provided;
 - v) list the number and classification of Inmates under supervision; and
 - vi) list the name and phone number of the public body's contract monitor for each contract.
- b) Vendor's audited financial statements covering the last three (3) years or such lesser time as Vendor has been in existence.
- c) Qualifications and experience of key management personnel who will be utilized to provide the Correctional Services.
- d) Complete the Disclosure Statement attached to this RFP as Appendix B.

3.3 Proposal Format

The following information is required:

- a) A transmittal letter, including Vendor's name, address, and phone number, that contains the following statements:**
- 1) Vendor is the prime Vendor and identifies all sub-Vendors.
 - 2) Vendor is a corporation, or other legal entity, qualified to conduct business in Alabama.
 - 3) No attempt has been made or will be made to induce any other person/firm to submit or not to submit a proposal.
 - 4) Vendor does not discriminate in employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or disability.
 - 5) Vendor presently has no interest, direct or indirect, that would conflict with the performance of services under the contract and will not employ, in the performance of the contract, any person having a conflict.
 - 6) The person signing the proposal is authorized to make decisions as to pricing and has not participated, and will not participate, in any action contrary to the above-statements. The mailing address, telephone number, fax number, and electronic mail (e-mail) address of this individual shall be included.
 - 7) Whether there is a reasonable probability Vendor is or will be associated with any parent, affiliate, or subsidiary service furnishing any supplies or equipment to Vendor which would relate to the performance of the contract. If the statement is in the affirmative, Vendor is required to submit with the proposal written certification and authorization from the parent, affiliate, or subsidiary organization granting the State and/or the Federal Government the right to examine any directly pertinent books, documents, papers, or records involving such transactions related to the contract. Further, if at any time after a proposal is submitted such an association arises, Vendor will obtain a similar certification and authorization, and failure to do so will constitute grounds for termination of the contract at the option of the ADOC.
 - 8) Vendor shall certify that all employees and sub-Vendors working on this project are either citizens of the United States or are in a proper and legal immigration status that authorizes them to be employed for pay within the United States. Vendor shall further certify compliance, as set out in Section 4.14.

b) An overview of Vendor's organizational structure, and that of any sub-Vendor, addressing the following points:

- 1) Date established.
- 2) Governance.
- 3) Number of personnel, full or part time, assigned to this project by function and job title.
- 4) Data processing resources and the extent they are dedicated to other matters.
- 5) Location of the project within Vendor's organization.
- 6) Relationship of the project to other lines of business and organizational charts showing that relationship.
- 7) List by name, address, telephone number, and Contract Administrator all correctional facilities where Vendor's services have been terminated within the past three (3) years.
- 8) Submit five (5) references to which Vendor has contracted services that are similar to those being proposed to the ADOC. These references will include the name of the firm or other state department(s) and the name, address, telephone number, and electronic mail (e-mail) address of the contact person. Employees and sub-Vendors of Vendor may not be listed as references or contact persons.
- 9) Attachment of annual financial statements audited by independent certified public accountants or, if not available, other financial statements, for the most recent fiscal year and two (2) prior years, including explanations, footnotes, and/or accountant's qualifications, supporting Vendor's financial capability to undertake and complete the performance of the contract.
- 10) The corporate office must be registered with the Alabama Secretary of State to do business in the State of Alabama or provide proof of having submitted an application to do business with the assurance Vendor will be licensed prior to assuming the contract.

3.4 Method of Selection

Vendor selection will be based on the proposal that meets or exceeds the requirements set forth in the RFP. The selection process may, however, include a request for additional information or an oral presentation to support the written proposal. The ADOC reserves the right to select other than the low-priced Vendor if a higher-priced proposal provides the best value. Vendors whose proposals do not meet the mandatory requirements will be considered non-compliant. After the evaluation of proposals received and selection of the successful Vendor, all Vendors will be notified in writing regarding the selection of the successful Vendor. All proposals received will become the property of the ADOC. The ADOC reserves the right to use for its benefit the ideas contained in proposals received.

SECTION IV
CERTIFICATIONS

4.1 Liability and Insurance

Vendor agrees to indemnify and hold harmless the State of Alabama, the ADOC, and their officers and employees from and against any and all loss or damage, including court costs and attorney fees, for liability claimed against or imposed upon the ADOC because of a bodily injury, death, or property damage, real or personal, including loss of use thereof, arising out of or as a consequence of the breach of any duty or obligation of Vendor included in this agreement, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake, or negligence of Vendor, its employees, agents, or representatives, or sub-Vendors, their employees, agents, or representatives in connection with or incident to the performance of their contract, or arising out of Worker Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of Vendor and/or sub-Vendors, or claims under similar such law or obligations. Vendor obligation, under this Section, will not extend to any liability caused by the sole negligence of the ADOC or its employee(s).

4.2 Liability Coverage

Before signing the contract, Vendor must file with the ADOC a certificate from Vendor's insurer showing the amounts of insurance carried and the risk covered thereby. Medical malpractice liability insurance must be no less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) in aggregate. Vendor must carry general liability insurance coverage with one million dollars (\$1,000,000.00) combined single limit for personal injury and property damage which incorporates said coverage for all of Vendor's employees and sub-Vendors. This coverage is required to extend to services performed at the various facilities and institutions where services will be provided under the contract. Vendor will also be required to provide a certificate naming the ADOC as an additional insured prior to contract execution. Vendor must carry vehicle insurance meeting state law requirements. Coverage required, but not limited to, includes Comprehensive General Liability, Worker's Compensation, and Employee's Liability.

Vendor will provide legal representation, at own expense, in defending all suits against Vendor or Vendor's employees. Vendor will pay all judgments and costs rendered against Vendor or Vendor's employees in said suits.

4.3 Notice to Parties

Any notice given to the ADOC under the contract will be submitted in a timely manner. Notices will be mailed to the Alabama Department of Corrections, Commissioner's Office, 301 South Ripley Street, Montgomery, Alabama 36104, or P.O. Box 301501, Montgomery, Alabama 36130. Notices to Vendor will be mailed to the address shown in its submitted proposal. Notices will be sent by registered mailed, return receipt requested.

Both parties agree to fully cooperate with one another for the successful pursuit of their respective and mutual interests. Both parties will share information, provide timely notification to one another in the event of a claim against either party, and present a collaborative defense against such claims. There will be no settlement of any claim by either party without consultation.

4.4 Legal Compliance

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

- a) No person or business entity will be awarded a contract or subcontract if that person or business entity: (1) has been convicted under the laws of Alabama, or any other state, of bribery or attempting to bribe an officer or employee of the State of Alabama or any other state in that officer's or employee's official capacity; or (2) has made an admission of guilt of such conduct that is a matter of record but has not been prosecuted for such conduct.
- b) No business will be barred from contracting with the ADOC as a result of the conviction of any employee or agent of the business if the employee or agent is no longer employed by the business and: (1) the business has been finally adjudicated not guilty; or, (2) the business demonstrates to the ADOC that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or a high managerial agent on behalf of the business.
- c) When an official, agent, or employee of a business committed the bribery, or attempted bribery, on behalf of the business and pursuant to the direction or authorization of a responsible official of the business, the business will be chargeable with the conduct.

4.5 Felony Conviction

No person or business entity or officer or director of such business entity convicted of a felony is eligible to do business with the ADOC from the date of conviction until ten (10) years after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the business.

4.6 Inducements

Any person who offers or pays any money or valuables to any person to induce him or her not to submit a proposal on the RFP is guilty of a felony. Any person who accepts money or other valuables for not submitting a proposal on the RFP, or who withholds a proposal in consideration of the promise for the payment of money or other valuables, is guilty of a felony.

4.7 Reporting Anticompetitive Practices

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

4.8 Equal Employment Opportunities – Affirmative Action/Sexual Harassment

Vendor will:

- a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
- b) Comply with the regulations, procedures, and requirements of the ADOC concerning equal employment opportunities and affirmative action;
- c) Provide such information with respect to its employees and applicants for employment; and
- d) Have written sexual harassment policies that comply with the ADOC's policy, to include, at a minimum, the following information:
 - (i) the illegality of sexual harassment;
 - (ii) the definition of sexual harassment;
 - (iii) a description of sexual harassment, utilizing examples;
 - (iv) Vendor's internal complaint process, including penalties;
 - (v) the legal recourse, investigative, and complaint process available through Vendor;
 - (vi) directions on how to contact Vendor; and
 - (vii) protection against retaliation.

4.9 Performance Subject to Law

In compliance with the Equal Employment Opportunity and Nondiscrimination Practices Act, Vendor will:

- a) Comply with the provisions of the Civil Rights Act of 1964.
- b) Comply with the nondiscrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons with regard to race, color, religion, sex, or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor.
- c) Comply with Section 504 of the Federal Rehabilitation Act of 1973 as amended (29 U.S.C. 794), the requirements imposed by the applicable H.E.W. regulation (45 C.F.R. Part 84), and all guidelines and interpretations issued pursuant thereto.

4.10 Confidentiality and Use of Work Product

- a) Any documents or information obtained by Vendor from the ADOC in connection with the contract will be kept confidential and will not be provided to any third party unless the ADOC approves disclosure in writing. All work product produced under the contract including, but not limited to, documents, reports, information, documentation of any sort, and ideas, whether preliminary or final, will become and remain the property of the ADOC. Any patent, copyright, or other intellectual ideas, concepts, methodologies, processes, inventions, and tools (including computer hardware and software where applicable) that Vendor previously developed and brings to the ADOC in furtherance of performance of the contract will remain the property of Vendor. Vendor grants to the ADOC a nonexclusive license to use and employ such software, ideas, concepts, methodologies, processes, inventions, and tools solely within its enterprise.
- b) Vendor will assume risk of loss until delivery to the designated facility.
- c) Vendor will do nothing to prejudice the ADOC to recover against third parties for any loss, destruction, or damage to State property, and will, upon request of the ADOC and at Vendor's expense, furnish to the ADOC reasonable assistance and cooperation, including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the ADOC, in obtaining recovery.
- d) Vendor will maintain public liability, casualty, and auto insurance in sufficient amounts to protect the ADOC from liability for acts of Vendor and risks and indemnities assumed by Vendor. If Vendor does not have minimum coverage for bodily injury – including two hundred and fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per occurrence and, for property damage, one hundred thousand dollars (\$100,000) per occurrence – Vendor must inform the ADOC and seek written permission for lesser coverage.

- e) Vendor will, at its expense, defend the ADOC against all claims, asserted by any person, that anything provided by Vendor infringes a patent, copyright, trade secret, or other intellectual property right and will, without limitation, pay the costs, damages, and attorney fees awarded against the ADOC in any such action or pay any settlement of such action or claim. Each party agrees to notify the other promptly on any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the ADOC for its use or operation of the items provided by Vendor hereunder, or any part thereof, by reason of any alleged infringement, Vendor will, at its expense, either:
- 1) modify the item so that it becomes non-infringing;
 - 2) procure for the ADOC the right to continue to use the item;
 - 3) substitute for the infringing item other item(s) having at least equivalent capability; or
 - 4) refund to the ADOC an amount equal to the price paid, less reasonable usage from installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, and plus any additional costs the ADOC may incur to acquire substitute supplies or services.
- f) The ADOC assumes no liability for actions of Vendor and is unable to indemnify or hold Vendor harmless for claims based on the contract or use of Vendor provided supplies or services.

4.11 Warranty

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

4.12 Breach and Other For Cause Terminations

The ADOC may terminate any contract(s) resulting from this RFP without penalty to the ADOC, or further payment required, in the event of:

- a) Any breach of the contract which, if it is susceptible of being cured, is not cured within fifteen (15) days of the ADOC giving notice of breach to Vendor including, but not limited to, failure of Vendor to maintain covenants, representations, warranties, certifications, bonds, and insurance;

- b) Commencement of a proceeding by or against Vendor under the United States Bankruptcy Code or similar law, or any action by Vendor to dissolve, merge, or liquidate;
- c) Material misrepresentation or falsification of any information provided by Vendor in the course of any dealing between the ADOC and Vendor or between Vendor and any State agency;
- d) For the unavailability of funds appropriated or available to the ADOC; and
- e) For convenience of the ADOC.

4.13 Entire Contract

The contract, including any attachments, will constitute the entire contract between Vendor and the ADOC. Modifications and waivers must be in writing and signed or approved by authorized representatives of Vendor and the ADOC to be binding. If any term or condition of the contract is declared void, unenforceable, or against public policy, that term or condition will be ignored and will not affect the remaining terms and conditions of the contract, and the contract will be interpreted as far as possible to give effect to the parties' intent.

4.14 Applicable Law

All services under the contract will be performed in accordance with applicable Alabama and Federal law, statutes, provisions, and regulations. Also, Vendor will comply with any Federal Court Orders that pertain to the operation of Alabama prisons and institutions for which the ADOC is statutorily responsible. Vendor's remedy for any claim under the contract is to file a claim against the ADOC with the Alabama Board of Adjustment.

As required by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act and any subsequent amendment to that Act, Vendor identified in the Contract resulting from this RFP is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of: all persons employed during the contract term by Vendor to perform employment duties; and all persons including subcontractors assigned by Vendor to perform work pursuant to the Contract with the Department. (<http://www.uscis.gov/everify>). Vendor shall attest to such by sworn affidavit signed before a notary.

Additionally, Vendor shall include a provision in all subcontracts that requires all subcontractors to utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of: all persons employed during the contract term by Vendor or subcontractor to perform work or provide services pursuant to this Contract with the Department. The Subcontractor shall attest to such by sworn affidavit signed before a notary.

SECTION V

MANAGEMENT, PROGRAMMING, AND OPERATIONAL REQUIREMENTS

5.1 Introduction

Under the contract established through this RFP, it is expected that Vendor will supervise Alabama Inmates in the Therapeutic Education Facility (“The Facility”) or Facilities to give them care and treatment, including: furnishing of subsistence and access to all necessary medical care; providing for their physical needs; making available programs of training and treatment that are consistent with individual needs; retaining them in safe, supervised custody; maintaining proper discipline and control; making certain that sentences and orders of the committing court in the State of Alabama are faithfully executed; providing the same access to the courts as those Inmates of the State; and, otherwise complying with applicable law. Detailed expectations are listed below.

5.2 Administration

- a) The Facility and its correctional services shall be managed by a single executive officer employed by Vendor. Vendor shall set forth the minimum qualifications for the position. If known, Vendor shall identify its proposed facility administrator and include that individual’s resume. The ADOC shall have the right to reject any person proposed as facility administrator(s).
- b) Vendor shall identify the person or persons who will serve as its liaison during the period between the execution of the Correctional Services Contract and the hiring of the Facility administrator(s).
- c) Responses shall describe the procedures that will be used by Vendor to monitor operation of the Facility and adherence to Standards and Contract provisions.
- d) Responses must identify and describe Vendor’s Facility.
- e) Responses shall provide an organizational chart that accurately reflects the structure of authority, responsibility, and accountability within the Facility and between the Facility and Vendor’s off-site operations.

5.3 General Requirements

Vendor must be able to provide all the services outlined in the RFP. Vendor shall maintain all credentials necessary for program delivery.

Vendor shall operate the Facility in accordance with local, state, and federal law as well as ADOC Policies and Procedures. Vendor’s provision of services must comply with the standards of the American Correctional Association (ACA), National Commission on Correctional Health Care (NCCHC), Alabama Department of Public Health (ADPH), and other standards as may be

defined in the Policies and Procedures of the ADOC. Vendor must be accredited by the American Correctional Association (ACA) and comply with the Americans with Disabilities Act (ADA).

5.4 Offender Drug Testing

a) Required drug testing shall be conducted as follows:

- i) All Inmates shall be tested upon admission.
- ii) A minimum of ten percent (10%) of the population shall be randomly selected for testing each week.
- iii) An Inmate may be tested for cause based on an Inmate's unusual behavior or other pertinent factors.

b) At a minimum, the tests shall screen for the following substances at the listed cut off levels:

- i) Methamphetamine 1000 ng/ml;
- ii) Cocaine metabolite 300 ng/ml;
- iii) THC 50 ng/ml;
- iv) Opiates 300 ng/ml; and
- v) Alcohol 30 mg/dl.

c) Positive Results

All positive samples shall be sent to an off-site accredited laboratory for quantitative confirmation using gas chromatography/mass spectrometry (GC/MS) testing. Positive test results shall be reported to the Contract Monitor immediately for action.

d) Cost

The expenses for testing kits and laboratory subcontractor services shall be borne by Vendor.

e) Testing Program

Vendor shall describe, in a detailed narrative, its proposed drug testing program and the methods used to prevent and detect sample adulteration.

5.5 Program Goals and Objectives

The intensive cognitive and substance abuse programming will increase the level of accountability and reduce prison overcrowding while providing an increased level of community protection and Inmate supervision.

a) The Program Goals are to:

- i) Increase the number of Inmates that receive substance abuse programming within Alabama's correctional system;
- ii) Reduce the number of substance abusing Inmates that return to prison;
- iii) Reduce prison crowding by transitioning Inmates from medium security to minimum security institutions or Work Release / Community Work Centers;
and
- iv) Reinforce supervision strategies and community safety.

b) The Program Objectives are to:

- i) Provide Inmates with increased programming and/or services while incarcerated;
- ii) Provide Inmates with intense programming in a structured environment;
and
- iii) Provide Inmates with specialized job training.

5.6 General Substance Abuse Programming Approach

Vendor must implement and operate a secure, intensive substance abuse and cognitive-based programming Facility for Inmates under the custody of the ADOC using evidence-based programming.

5.7 Inmate Eligibility Requirements

The target population for this Facility will be male and female Inmates under the supervision and custody of the ADOC. Pursuant to ADOC Administrative Regulation 613 – Mental Health Coding and Tracking of Inmates – and ADOC Administrative Regulation 700 – referencing: Office of Health Services (OHS) Division policy, A-8 Healthcare Coding of Inmates – only Inmates coded MH-0 and HC-1 are eligible to participate in the Therapeutic Education Program.

As required by Alabama Code Section 14-3-40, male and female Inmates participating in the program shall be housed and programmed in separate units within the Facility.

The ADOC does not guarantee any actual number of Inmates will be placed at the Facility in any classification. The populations are:

- a) Medium security male inmates (Pretreatment) – Up to three hundred and fifty (350) beds are anticipated to be dedicated to medium security male Inmates that have been identified as appropriate for Pretreatment and Orientation programming, as set forth in Section 5.9(d) of this RFP. There is no designated length for this programming.
- b) Medium security male Inmates – Up to three hundred and fifty (350) beds are anticipated to be dedicated to medium security male Inmates that have been identified as appropriate for intensive programming by the ADOC assessment team. The program length is expected to be between approximately one hundred twenty (120) and one hundred eighty (180) days depending on the needs of the individual Inmate as determined during the intake process. Any deviation from the average length of stay requires the express written approval of the ADOC.

Medium security female Inmates – Up to fifty (50) beds are anticipated to be dedicated to medium security female inmates that have been identified as appropriate for intensive programming by the ADOC assessment team. The program length is expected to be between approximately one hundred twenty (120) and one hundred eighty (180) days depending on the needs of the individual Inmate as determined during the intake process. Any deviation from the average length of stay requires the express written approval of the ADOC. Furthermore, the ADOC reserves the right, during the course of the contract, to redesignate these fifty (50) beds as male beds.

The Inmate populations are estimates only and are subject to change based upon the overall ADOC Inmate population and/or the ADOC's needs. In the event of a change in population mix, the ADOC shall give reasonable advance notice.

5.8 Referral and Placement Process

- a) Programmatic Assessment/Screening Services – ADOC

The ADOC will assess and refer Inmates to the Facility based on bed availability and priority requirements. The ADOC will monitor the list and refer approved Inmates immediately when a bed opens up. The ADOC will maintain open communication with the Vendor concerning bed and date availability to assure best placements.

- b) Programmatic Assessment/Screening Services – Vendor

Vendor shall receive the Inmate file from the ADOC. The Inmate file contains information including, but not limited to: all judgments and commitments the ADOC Inmate is currently serving; institutional summary; diagnostic reports; programming; medical/dental/psychiatric records; disciplinary actions; grievances filed by the Inmate; and such additional available information as may be necessary.

Upon placement of an Inmate at the Facility, Vendor shall conduct all necessary assessment and screening. At a minimum, Vendor shall conduct the American Association of Addiction Medicine Patient Placement Criteria for the Treatment of Substance-Related Disorders (ASAM PPC-2), the Tests of Adult Basic Education (TABE) Full Battery, and the Maryland Addictions Questionnaire, if not done during the past ninety (90) days, and any additional assessments of Inmates as deemed necessary by clinical staff upon entry into the facility. A case plan shall then be created.

To measure treatment outcomes, pre and post testing should be implemented. Upon completion of the program, Inmates should once again be administered the Maryland Addictions Questionnaire, or similar assessment, to note treatment and program effectiveness.

Vendor shall describe what additional screening and assessments shall be conducted, circumstances justifying additional screening and assessments, and the staffing pattern utilized.

c) **Case Management Services**

At the Facility, each Inmate shall be assigned a qualified case manager who shall conduct basic case management activities. The case manager shall expand the individual case plan, based on additional assessments, within three (3) working days of the Inmate's arrival. An active programming schedule must begin no later than five (5) calendar days after an Inmate's arrival at the Facility.

Case management activities shall include programming to address risk and needs while at the Facility. Individual case plans shall address all required services/programming within allowed time frames. Within thirty (30) days of release from the program, a discharge planning session will be held with the case manager and other relevant staff to refine the discharge plan.

Case management ratios should not exceed 1 staff to 50 inmates.

The proposal shall describe how case management services will be provided.

5.9 Habilitation / Rehabilitation Programming

a) **General Requirements:**

- i) Vendor shall describe, in a detailed narrative, the habilitation/rehabilitation programs that it shall provide to Inmates at the Facility. Programs shall include: cognitive behavioral programs to include cognitive restructuring and cognitive skill building; living skills; substance abuse programming; and twelve step programs. Changes shall be communicated through the Contract Monitor.

- ii) Vendor must provide comprehensive, behaviorally-oriented substance use disorder programming using evidence-based programming. Specific programs shall be research-based and designed to develop skills leading to reduced recidivism once the Inmate is returned to the community.
- iii) Based upon assessments, Inmates shall complete all programming as outlined in their case plans. Inmates shall have an undefined time-frame, typically one hundred twenty (120) to one hundred eighty (180) days depending on the needs of an individual Inmate, to complete necessary program goals through a combination of services and activities, depending upon their individual needs. Programming shall include and address cognitive behavioral issues, substance abuse issues, and relapse prevention, life skills, family reunification, re-entry, anger management, domestic violence, and educational and vocational programming.
- iv) Vendor must describe a daily plan of activities in its proposal, to include accounting for every minute of an Inmate's day from the time an Inmate awakes in the morning until the time he/she goes to bed at night. The ADOC shall require a minimum of eight (8) hours of programming per day, five (5) days a week, Monday through Friday. No more than two (2) of the eight (8) daily hours may be dedicated to process and support groups. Vendor shall be required to provide structured activities eight (8) hours per day on the weekends. Vendor shall indicate how the remaining time shall be structured to reinforce and support the general health and well being of the Inmates.
- v) All program materials (such as videos, facilitation and participation handbooks, and resource and support materials) used by Vendor shall be ADOC approved. Vendor shall be responsible for providing and paying for all programming materials, with the exception of those materials needed to provide the educational and vocational services outlined in Section 5.9. The specific program services for each of these components are described below in subsections 5.9.d, 5.9.e, and 5.9.f.
- vi) The ADOC reserves the right to change required programming at anytime during the life of the Operational Contract. The ADOC will notify Vendor of changes in writing, and a sixty (60) day window from the time that Vendor receives the notification to the time that new programs must be up and running shall be permitted. If programs change materially, the ADOC and Vendor shall negotiate a new Per Diem Rate in accordance with the Compensation clause. Vendor shall initiate the negotiation by proposing a new Per Diem in writing to the ADOC. In this case, new programming shall not begin until sixty (60) days after negotiations have been finalized, and an official amendment to the Operational Contract has been issued.
- vii) Vendor shall provide, with the proposal, a Master Schedule outlining how it shall deliver all of the programming and support services as described in Sections 5.9.d, 5.9.e, and 5.9.f of this RFP.

viii) The proposal must contain a description of how an atmosphere conducive to programming effectiveness shall be provided.

b) Duration

With the exception of Inmates participating in the Pretreatment and Orientation Program, the average Inmate length of stay at the Facility is expected to be between one hundred twenty (120) and one hundred eighty (180) days depending on the needs of an individual Inmate. Actual time spent in programming shall vary according to individual needs, the initial assessment, the case plan, intensity of programming, and competency-based exit criteria. Vendor must present a proposal that includes a phased program (to include Admission, Treatment, and Transition).

Upon an Inmate's successful completion of programming, as identified in the case plan, Vendor shall notify the ADOC who will initiate the transition / re-classification process.

c) Removals

As approved by the ADOC, Vendor can request removal of Inmates from the Facility for the following reasons to include, but not limited to: medically unfit, refusal to program, failure to meet eligibility criteria, offender behavior, or failure to progress satisfactorily.

d) Pretreatment and Orientation Program

For up to three hundred and fifty (350) medium custody male inmates, Vendor shall provide a residential, scheduled program that exposes Inmates to both therapeutic and support services. At a minimum, Inmates will participate in a curriculum that includes substance abuse and life skills training, in addition to programming that addresses anger management and family systems. This programming, combined with appropriate assessment and evaluation, will help to identify Inmates in need of more intensive treatment.

e) Program Services, Group 1

For the Inmates not in the Pretreatment and Orientation Program, Vendor shall provide all Group 1 services as outlined below. At a minimum, Vendor must acknowledge in its proposal that it shall perform Group 1 services as called for in this RFP.

i) Cognitive Behavioral

Vendor shall provide Moral Reconciliation Therapy (MRT) to all Inmates at the Facility to address topics such as criminal thinking, anger management, moral reasoning, and cognitive restructuring. MRT is a cognitive behavioral counseling program utilizing a variety of components such as education, group and individual processing, and structured exercises to foster moral development in programming resistant Inmates. The group process has better outcomes than individual uses of

this program. Moral development is fostered through addressing beliefs and reasoning. There are seven (7) major elements to the basic MRT Program:

- A. Confrontation and self-assessment;
- B. Assessment of current relationships;
- C. Reinforcement of positive behavior and habits;
- D. Positive identity formation;
- E. Enhancement of self-concept;
- F. Decrease hedonism; and
- G. Develop higher levels of moral reasoning.

MRT is an open ended group and can be done in all institutional and community settings and with a variety of sub-categories of Inmates. MRT is approximately a thirty two (32) hour program. The minimum methodology is two (2) hours per session, at a minimum of three (3) times per week of programming. Group size shall be a maximum of twenty (20) Inmates with one (1) staff facilitator.

ii) Cognitive Behavioral Therapy Relapse Prevention

Vendor shall provide Cognitive Behavioral Therapy (CBT) Relapse Prevention to all Inmates who have been identified as appropriate through assessment and case planning. Those Inmates not appropriate for Meth Matrix, as described in Section 5.9.f.i, shall complete CBT/Relapse Prevention. Content and presentation of group materials must be based in cognitive-behavioral principles emphasizing accountability and responsibility. Groups need to address both the thinking behind criminal behavior and the thinking behind substance abuse relapse, and the relationship between the two.

Education is a key ingredient of relapse prevention. The education portion of relapse prevention shall include information regarding the causes of relapse and the warning signs of relapse. Causes and triggers shall be inventoried by each Inmate for their unique triggers and patterns. Motivational strategies are used to facilitate internal long-lasting change.

Coping skills for relapse prevention are required in the curriculum. The coping skills portion shall include both information and multiple sessions to practice the coping skills. The range of coping skills information shall include, at a minimum, relaxation techniques, managing emotions, an introduction to support systems, and cognitive-behavioral techniques for awareness and choice-making. CBT/Relapse Prevention is sixteen (16) sessions and is open-ended. The minimum methodology

is two (2) hours per session, at a minimum of three (3) times per week of programming. Group size is a maximum of twenty (20) Inmates with one (1) staff facilitator.

iii) Life Management Skills

Although Inmates will not re-enter general society upon successful completion of this programming, Vendor shall deliver Life Management Skills programming to all Inmates in the Facility, designed to facilitate an Inmate's transition to the free world work environment. This program should address three (3) areas that lead to successful transition: Employability, Problem Solving and Communication, and Family Reunification. Inmates shall complete the portions that are applicable based on the case manager's recommendations. This is a thirty (30) hour class that is open-ended. The minimum methodology is two (2) hours per session, at a minimum of three (3) times a week of programming. Group size is a maximum of twenty (20) Inmates with one (1) staff facilitator.

f) Program Services, Group 2

The proposal must describe how the following requirements shall be provided.

i) Methamphetamine Matrix

Vendor shall provide the Methamphetamine Matrix Model (Meth Matrix) to all Inmates who have been identified as appropriate through assessment and case planning. The Meth Matrix Model provides a framework for engaging stimulant abusers in programming and helping them achieve abstinence. Inmates learn about issues critical to addiction and relapse, receive direction and support from a trained counselor, become familiar with self-help programs, and are monitored for drug use by regular urine testing. The program includes education for family members affected by the addiction, if appropriate.

There is a minimum of three (3) individual sessions included in this model. The first is with the family, if appropriate. The second covers progress and problems. The third is to develop an aftercare plan. The counselor functions simultaneously as teacher and coach, fostering a positive, encouraging relationship with the Inmate and uses that relationship to reinforce positive behavior change.

There are five (5) components to the Meth Matrix Model, which are delivered simultaneously:

- A. Early recovery skills;
- B. Relapse prevention skills;
- C. Family education group;

- D. Support group; and
- E. Individual sessions.

Inmates should attend twelve step support groups or equivalent as programmatically recommended.

Programming materials draw heavily on other tested programming approaches. Thus, this approach includes elements pertaining to the areas of relapse prevention, family and group therapies, drug education, and self-help participation. Detailed programming manuals contain work sheets for individual sessions. Other components include family educational groups, as appropriate, early recovery skills groups, relapse prevention groups, conjoint sessions, urine tests, twelve step programs, relapse analysis, and social support groups. Meth Matrix is a fifty six (56) hour program. The proposal must describe how the Methamphetamine Matrix program shall be completed in the time frame allowed for all Inmate populations.

ii) Family Reunification

Vendor shall provide a Family Reunification program to all Inmates at the Facility. The program must utilize research and evidence based best practices. The Family Reunification program must have the expressed approval of the ADOC.

iii) Support Groups

Vendor must provide daily support groups to include traditional twelve step groups such as Alcoholics Anonymous and Narcotics Anonymous, secular twelve step groups, and alternative support groups such as process and study groups. Vendor may provide Alumni/Mentor process groups. Mentors may be eligible to facilitate support groups. Vendor must describe what groups it shall make available and provide a schedule of said groups.

5.10 Educational and Vocational Services

The objective of this project is to transition Inmates from medium to minimum or work release / community custody after each has completed intensive therapeutic and educational training. One intended outcome of this project is that a greater number of Inmates will be assigned to work release facilities where they will hold jobs with significant income potential.

a) Vocational Skills Training and Assessment

In cooperation with the Alabama Department of Postsecondary Education, vocational skills assessment and training will be provided to designated Inmates during their assignment to the Facility. This shall require Vendor to provide, as part of its cost consideration, the cost of providing security services and space for delivery of training programs. Vendor shall include

a rental reimbursement requirement for space provided for vocational training. All direct costs for vocational training - to include security personnel, utilities, equipment, and space rental - shall be the responsibility of the Department of Postsecondary Education or its representative College. During the term of the awarded contract, however, if the Department of Postsecondary Education is not the sole occupier of the space, the rental charge will be amended to reflect its actual use of the space. A minimum of 19,000 square feet of space shall be available for vocational training.

b) General Education

Vendor will work in concert with the Department of Postsecondary Education during the intake, assessment, and case management phases (Section 5.8) to determine the general educational and vocational training needs of designated Inmates. This shall be accomplished through assessment with generally accepted interest and aptitude assessment tools approved by the Department of Postsecondary Education. The results of this evaluation will direct the programming of a designated Inmate and shall be integrated into the programming requirements of the Inmate during the later phase of his/her therapeutic training. This educational program must integrate with and re-enforce the processes and training provided during Vendor's therapeutic processes.

The Department of Postsecondary Education, or its representative College, shall provide and be responsible for all costs associated with the assessment phase and the delivery phase of the required adult basic skills, adult secondary education, and GED preparation as determined for each designated Inmate. As part of the Master Schedule provided in the response to this RFP, Vendor shall indicate the educational scheduling needs of its therapeutic model. Vendor's cost proposal must include the square footage allotted for those services and all anticipated charges for classroom space rental, to include security personnel and utilities. During the term of the awarded contract, however, if the Department of Postsecondary Education is not the sole occupier of the space, the rental charge will be amended to reflect its actual use of the space. All equipment and computer labs will be the responsibility of the Department of Postsecondary Education.

c) Ready-to-Work Training Program

The Department of Postsecondary Education will also provide its Ready-to-Work Training (RTW) program to eligible inmates. RTW is an introduction to industry and manufacturing program designed to assist persons in obtaining the necessary skills to prepare them for the manufacturing industry.

The RTW program design includes the development of work ethics, organizational skills, workplace motivation, problem solving skills, workplace behaviors, manufacturing knowledge and skills, computer skills, job acquisition skills, and academic enhancement. The objective of this training is to meet the requirements of the Alabama Certified Worker Certificate. Participating Inmates must perform academically at the 10th grade level or above as determined by the TABE test. To the extent inmates assigned to the facility function

below a 10th grade level, the Department of Postsecondary Education will focus on providing those inmates more remedial education services.

As part of the life skills training (Section 5.9.a.iii), the Department of Postsecondary Education will deliver WorkKeys training and assessment with the objective of awarding the Alabama Career Readiness Credential. Department of Postsecondary Education staff will assist in developing a portfolio that will include, at a minimum, a resume, job plan, and technical skills competency assessment. Additionally, the Department of Postsecondary Education will provide each Inmate a transcript documenting his/her educational attainment while in the custody of the ADOC.

All educational and vocational training at the Therapeutic Education Facility shall be provided by the Department of Postsecondary Education in full cooperation with Vendor such that all educational and vocational training shall complement and work with Vendor's therapeutic model. To ensure a seamless integration of therapy and training, Vendor shall be responsible for the in-service training of those Department of Postsecondary Education employees who will be providing educational services at the Facility.

5.11 Personnel and Training

- a) Responses shall include a minimum staffing pattern addressing the administrative, program, maintenance, and security needs of the Facility or Facilities.
- b) Responses shall describe Vendor's drug testing policies and procedures.
- c) Responses shall include job descriptions and qualifications for all positions.
- d) Responses shall describe all employee training. Responses shall include detailed training curricula that differentiate between training provided to different classes of employees (e.g. security, clerical). Responses shall describe the number of firearm posts and the training provided to persons assigned to carry weapons. State approval of firearms training is required.
- e) Responses shall identify all Correctional Services that Vendor intends to subcontract and the name of the sub-Vendor, if known.

5.12 Security and Control

- a) Responses shall contain post orders from Vendor's facility or Most Comparable Facility (MCF) for the control center and one housing unit security post.
- b) Responses shall describe how Vendor will provide staffing in the event of sick-outs, work stoppages, or strikes.
- c) Responses shall describe how Vendor intends to respond to escapes from the Facility. Vendor shall exercise its best efforts to prevent escapes from the Facility. Vendor shall

immediately notify local law enforcement agencies and the Contract Monitor upon discovery of an unauthorized absence or escape. Vendor shall be responsible for returning Inmates captured at its expense. Vendor will be responsible for health care expenses incurred while an Inmate is on escape status. Vendor shall bear all costs of any escape or disturbance requiring the assistance of local law enforcement agencies, state law enforcement agencies, or the ADOC, including legal costs of extradition.

- d) Responses should include policies from Vendor's facility or MCF for:
 - i) Dealing with Inmate disturbances, hostage taking, and escape;
 - ii) Use of segregation cells;
 - iii) Evacuations due to fire, chemical spills, or natural disaster; and
 - iv) Use of force.
- e) Vendor shall provide security at all times for Inmates assigned to its custody. This shall include time away from the facility to include and not be limited to transportation, court appearances, family emergency visits, off-site medical appointments, and hospital stays.
- f) Vendor will be required to be able to respond to emergencies and to have trained personnel. Vendor and its employees shall meet all requirements set forth by federal, state, or local law, for the carrying and use of weapons. Vendor shall develop and implement mutual aid agreements with local law enforcement agencies, the Fire Department, Ambulance/Rescue Services, State Highway Patrol, National Guard, and other entities as deemed appropriate to assist in emergency response efforts.

5.13 Classification and Application

- a) The ADOC shall only send, and Vendor shall only be required to receive, medium custody Inmates in accordance with the ADOC's classification system. If Vendor has statutory or other limitations on the classification or type of Inmate, this will need to be addressed in its response to this RFP.
- b) The ADOC shall submit a pre-transfer application list to Vendor on each Inmate proposed for confinement in Vendor's facility. At least ten (10) days prior to the Inmate's transfer, Vendor will have access to up-to-date information and supporting documents (when applicable) relating to the Inmate's personal and institutional information such as name, AIS number, date of birth, case history, physical and clinical condition, judicial and administrative rulings, photographs, and fingerprints. Upon Vendor's objection to the transfer of an Inmate(s), Vendor shall notify the ADOC of its objection and Vendor and the ADOC shall attempt to resolve the objection within ten (10) days from the receipt of the transfer package. If the objection is a classification issue, it shall be resolved in accordance with the ADOC's classification system.

5.14 Safety and Emergency Procedures

Vendor will develop procedures, including housing of the Inmates for beds lost, to provide for emergencies such as labor disputes, riots, fire, and natural disasters.

5.15 Life Safety Code

Vendor shall operate and maintain the Facility in condition so as to comply with all applicable local and state fire and health codes, as well as to comply with Life Safety Codes and building and occupancy codes.

5.16 Meeting Areas

Vendor will provide adequate facilities for meetings and hearings with ADOC authorities, including the Pardon and Parole Board, and legal representatives of prisoners. At the request and sole expense of the State, Vendor shall provide telephonic or video access for such hearings before the parole authority of the State.

5.17 Sanitation/Hygiene/Accommodations

Vendor will implement policies and procedures in conformity with the operating Standards to ensure that Vendor meets applicable sanitation, hygiene, and health standards.

5.18 Medical Services

The ADOC will be responsible, by means of the ADOC contracted health services vendor, for the provision of all routine and basic on-site health care and, as needed, mental health evaluations for all ADOC inmates at the Facility. Vendor will, however, cooperate with the ADOC and any health care contractors retained by the ADOC and facilitate their ability to provide health care services to the ADOC Inmates at the Facility.

Routine and basic on-site health care needs of the Inmates shall include, but not be limited to: twenty-four (24) hour on-site nursing care of which eight (8) hours of coverage should include the services of a registered nurse; twenty-four (24) hour on-call physician coverage; regularly scheduled sick-call Monday through Friday, with access to as needed; and emergency sick call on weekends and holidays. Inmates with chronic health conditions including, but not limited to, hypertension, asthma, and diabetes will be scheduled to see a physician on-site every ninety (90) days for medication and treatment evaluations. Health care services shall comply with the requirements of all state and federal laws, rules, and regulations.

a) Medical Co-pay Program

Vendor will implement a medical co-pay procedure in accordance with ADOC Policy and Procedure.

b) Security

Security services for authorized outpatient/diagnostic/specialty care delivered off-facility will be the responsibility of the ADOC. During any period the Inmate is in the custody of Vendor and is housed in a local, private hospital, the ADOC will provide security services. In the case where an emergency transport is required, Vendor is responsible for security until such time as it is relieved by the ADOC.

c) Medical Records

The ADOC medical records, or a copy thereof, will be transferred with the Inmate to Vendor's facility. Upon the return of an Inmate to an ADOC facility, the Inmate's ADOC medical records originally sent and a complete copy of all medical records generated during incarceration at the Facility will be provided to the ADOC health services personnel.

Medical records will be considered confidential. Vendor will ensure specific compliance with laws and standards regarding confidentiality, informed consent, and access/disclosure.

Procedures will be instituted for the receipt and filing of all outside consults, emergency room visits, and inpatient hospitalizations. Vendor will comply with the Alabama State statute regarding retention of health records. All medical records, including x-ray films, are the property of the State of Alabama.

d) Audits and Inspections

ADOC Office of Health Services personnel will conduct an audit and inspection of the Facility health services unit as required. The ADOC OHS Regional Clinical Manager for the Northern Region will be Vendor's contact person for all healthcare and systems issues that cannot be resolved at the Facility level.

e) Medical Clinic and Office Space, Equipment, and Inventory Supplies

In order to allow for the provision of medical care to the ADOC inmates housed at the Facility, Vendor will provide the ADOC medical services provider with the following: office space, clinic space to include patient exam rooms, pharmacy storage, nursing station or work area, patient interview and waiting area, medical records area for easy storage and retrieval, storage area for bio-hazardous waste, and staff restrooms and break area. The actual square footage proposed, as well as a site layout, shall be included in Vendor's proposal.

The provision of telephones, voice mail, and/or dedicated communication lines will be provided by Vendor and limited to the local area. Cost associated with long distance services will be billable to the ADOC medical services provider.

The ADOC and/or the medical services provider will supply medical equipment utilized in the daily medical examination and care of inmates. Vendor will ensure proper storage space for any medical equipment and supplies at the Facility at the commencement of, and for the

entire term of, any contract resulting from this RFP. At the conclusion of any resulting contract, Vendor will return to the ADOC all remaining supplies as well as all such equipment, to include any new and/or purchased equipment, in good state of repair and working order.

5.19 Food Service

Vendor shall provide food service for all Inmates in compliance with RDA Standards published by the National Academy of Sciences. At a minimum, the food service operation shall provide a meal schedule, special diets meeting medical or religious requirements, and three meals served at regular times during each twenty-four (24) hour period with no more than fourteen (14) hours between the evening meal and breakfast.

5.20 Delivery of Inmate / Property / Files

Individual transports, if required by the ADOC, will be performed by the ADOC or by a transport agent selected, and paid for, by the ADOC.

5.21 Laundry

Vendor shall provide full time Inmate laundry services.

5.22 Inmate Commissary

Vendor will provide a commissary for Inmates that contains items similar to the ADOC's facilities. It shall be permissible to deny an Inmate access to the commissary for disciplinary or medical reasons. Vendor will pay the ADOC thirty-three (33) percent of the gross receipts from the commissary.

5.23 Mail

Vendor shall handle and provide delivery of Inmate Mail and correspondence in accordance with the ADOC policy.

For outgoing Legal Mail only, Inmates will be provided two (2) free stamps per week. A separate box shall be designated for outgoing "Legal Mail."

5.24 Telephones

Vendor shall provide telecommunication access to Inmates. In no event shall Inmates or the recipients of their telephone calls be required to pay more than Inmates assigned to an ADOC facility.

5.25 Religious Services

Vendor shall provide facilities for religious services and access to religious programs in accordance with operating standards.

5.26 Grievance and Misconduct Procedures

Vendor will establish written "Disciplinary Procedures" which are the same, or substantially the same, as the ADOC's Administrative Regulations 403 and 414.

Vendor will establish written grievance procedures and provide them to all Inmates upon admission. At a minimum, the procedures shall utilize a two-step process and shall conform to all applicable state and federal laws. Vendor shall maintain a master file of all grievances filed and the actions taken on each grievance.

5.27 Policy and Procedure Manual

Vendor shall provide to the ADOC, for the ADOC's approval, a facility procedure manual that covers the full range of Facility operations.

5.28 Visitation

Vendor shall provide the opportunity, physical space, furniture, equipment, and supervision for visitation, including attorney visitation, in accordance with ADOC policy.

5.29 Access to Courts

Vendor shall provide Inmates reasonable access to courts by use of a legal materials reference center. Specifically, Vendor shall ensure that the legal materials reference center consists of computer hardware and software sufficient in number to provide access to all Inmates. The software shall consist of DVD or CD containing the following:

- a) All Alabama State Case law and Alabama citation checking, including, but not limited to;
 - 1. Alabama Supreme Court decisions from 1820 to present;
 - 2. Alabama Court of Appeals decisions from 1911 to present;
 - 3. Alabama Court of Civil Appeals decisions from 1969 to present; and
 - 4. Alabama Court of Criminal Appeals decisions from 1969 to present.
- b) United States Code Service General Index;
- c) Federal Court Rules (Criminal and Civil Procedure);

- d) United States Constitution;
- e) United States Code Service Annotated;
- f) United States Supreme Court opinions from 1790 to present;
- g) United States Court of Appeals opinions from 1789 to present;
- h) United States District Court opinions from 1789 to present;
- i) Decisions of the United States Court of Appeals for the Fifth and Eleventh Circuits;
- j) Decisions of the United States District Courts within the judicial circuit of the Eleventh Circuit Court of Appeals; and
- k) The Code of Alabama.

The software shall be updated on a periodic basis, minimally on a quarterly basis, to ensure the materials are current. Vendor will ensure that Inmates housed in the segregation unit are provided meaningful access, directly or indirectly, to the legal materials reference center. The ADOC will be responsible for providing required legal materials not generally provided by Vendor.

The law library shall be open a minimum of twenty (20) hours per week. The law library shall also provide writing instruments, plain paper, and envelopes for Inmates to use in preparing legal documents, including legal correspondence.

5.30 Inmate Records and Reports

Vendor will maintain Inmate records at its sole expense in accordance with applicable ADOC record keeping practices and procedures and shall adhere to federal, state, and local laws governing confidentiality.

5.31 Inmate Work

- a) Vendor shall establish Inmate work programs as agreed upon by the parties.
- b) Inmate labor may be used for Facility operations and maintenance to the same extent Inmate labor is utilized in ADOC facilities. However, neither Vendor nor any of its employees shall personally benefit from the labor of Inmates, nor shall any Inmate ever be placed in a position of authority over another Inmate.

5.32 Recreation

Vendor shall provide facilities, equipment, and supplies for indoor and outdoor recreational and leisure time programs. Responses shall describe the indoor and outdoor recreational activities

that will be provided and the amount of recreation time each Inmate will be entitled to in each area per day/week.

Vendor shall provide and manage a general library for the benefit of Inmates.

5.33 Inmate Trust Fund

The Facility will maintain an Inmate trust fund. All Inmate earnings, including those from personal receipts, will be placed in a trust fund to be used solely by the Inmate. Any balance remaining when the Inmate is returned to the ADOC will be forwarded for credit to the Inmate's trust account within three (3) days. Generally accepted accounting procedures will be followed in managing this account.

5.34 Inmate Crafts

Inmates may dispose of the products of their labor in accordance with Vendor's policy. Vendor shall provide its specific policy related to products of Inmate labor.

5.35 Death of Inmate

Vendor shall: complete any medical examination required by State law or policy; report immediately to the ADOC the death of any Inmate; furnish all information requested by the ADOC, the State of Alabama Bureau of Investigation, and the State Medical Examiner's Office; and follow the policy and procedures of the ADOC with regard to disposition of the body. The provisions of this Section will not affect the liability of any relative or other legally liable person for the disposition of the deceased or for any expenses therewith. The ADOC, at its expense, may obtain the deceased Inmate for burial at an ADOC facility, or arrange for burial, and all matters incident thereto. Vendor will forward to the ADOC a certified copy of the death certificate and the Inmate's file and medical records. A copy of the deceased Inmate's medical record, including all information up to and including the circumstances of death, will be provided to the ADOC within seventy-two (72) hours after the Inmate has expired.

5.36 Photographing and Release of Information

Vendor shall not release to the public any information, records, or other data concerning Inmates. Vendor shall not release to the public personal histories or photographs of Inmates or information concerning Inmates' delivery, removal, intra-institutional transfer, retaking, or release. Vendor shall not permit reporters or photographers to interview or photograph Inmates without the express written prior permission of the ADOC.

5.37 Drug Free Facility

Vendor shall make a good faith effort to maintain a drug-free facility.

5.38 Indemnification

- a) Vendor shall defend in any action at law, indemnify, and hold the ADOC, its officials, agents, and employees harmless against any and all claims arising from the provisions of the Contract, including, without limitation, any and all claims arising from:
- i) Any breach or default on the part of Vendor in the performance of the Agreement;
 - ii) Any claims or losses for services rendered by Vendor and/or by any person or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract;
 - iii) Any claims or losses to any persons, including Inmates, injured or property damaged from the acts or omissions of Vendor, its officers, agents, or employees in the performance of this Agreement by Vendor;
 - iv) Any claims or losses by any person or firm injured or damaged by Vendor, its trustees, officers, agents, or employees by the publication, translation, reproduction, delivery, performance, use, or disposition of any data processed under the Agreement in a manner not authorized by the Agreement, or by federal, state, county, or town regulations or statutes; and
 - v) Any failure by Vendor, its officers, agents, or employees to observe the Constitution or laws of the United States and the State of Alabama.

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

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

In case any action or proceeding is brought against the ADOC by reason of any such claim, Vendor, upon notice from the ADOC, shall defend against such action by counsel satisfactory to the ADOC. Said counsel will not enter into any settlement contract with respect to any claim, which may affect the ADOC, without first obtaining approval of the ADOC.

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

- c) To the extent allowable by Alabama law, the ADOC shall indemnify and hold Vendor, its officers, agents, and employees harmless for and against:

- i) Any breach or default on the part of the ADOC in the performance of the Agreement;
- ii) Any claims or losses for services rendered by the ADOC or by any person or firm performing or supplying services, materials, or supplies in connection with the performance of the Agreement, except sub-Vendors of Vendor;
- iii) Any claims or losses to any persons, including Inmates, injured or property damaged from the acts or omissions of the ADOC, its officers, agents, or employees in the performance of the Agreement;
- iv) Any claims or losses by any person or firm injured or damaged by the ADOC, its officers, agents, or employees by the publication, translation, reproduction, delivery, performance, use, or disposition of any data processed under the Agreement in a manner not authorized by the Agreement, or by federal, state, county, or town regulations or statutes; and
- v) Any failure of the ADOC, its officers, agents, or employees to observe the laws of the United States and the State of Alabama, including but not limited to labor laws and minimum wage laws.

Indemnification by Vendor shall not preclude an indemnified party from receiving the benefits of any insurance Vendor may carry that provides indemnification for any loss, liability or expense related to the Contract.

5.39 Insurance

Vendor shall continuously maintain and pay for such insurance as will protect Vendor, the State, the ADOC, its officers, agents, and employees from all claims, including death and claims based on violations of civil rights, arising from the services performed under the Contract, and actions by a third party against Vendor as a result of the Contract.

5.40 Types of Insurance

Prior to the Service Commencement Date, Vendor shall provide insurance policies and endorsements in a form, and for terms, satisfactory to the State.

5.41 Insurance Services

- a) All insurance policies required under this Contract must name the ADOC as being an additional insured or loss payee and as entitled to all notices under the policies. All certificates of insurance shall contain the following provision: *The coverage proved shall not be canceled, reduced, or allowed to lapse unless and until the ADOC has received at least ten (10) days written notice.*

- b) At least thirty (30) days prior to each policy anniversary date, Vendor shall provide the ADOC with renewal information and any changes in coverage.

5.42 Contract Monitor

- a) Vendor shall be responsible for providing office space and equipment/furnishings for the Contract Monitor in close proximity to, and reasonably comparable to, other administrative offices. The Contract Monitor's office door shall have a lock that is not master keyed and the office shall be provided with desks, chairs, and access to telephones and telephone/fax/computer lines. Vendor will not be responsible for any non-business long distance cost.
- b) The Contract Monitor, in the performance of his duties, shall have access at all times, with or without notice, to inmates and staff, to all areas of the Facility, and to inspect all documents and records relating to the Contract and Vendor's performance including employee qualifications or the requirement of training, disciplinary records relating to serious incidents and security breaches, and reports kept by Vendor concerning the repair, maintenance, and operation of the Facility. Vendor shall permit the Contract Monitor and authorized representatives to make and remove copies of records. Vendor shall obtain written waivers from its employees permitting the Contract Monitor to review employee qualifications and disciplinary records. Any such inspection or removal shall be in strict compliance with privacy rights and shall be kept confidential.

5.43 Liquidated Damages

The ADOC intends to have a schedule of liquidated damages for failure to perform as required. This schedule shall be negotiated with the successful Vendor(s).

5.44 Subcontracting and Assignment

Vendor may, upon notice to the ADOC, assign the proceeds of this Contract. Except as set forth in any Contract, Vendor shall not sub-contract or assign any of the services to be performed under the Contract, except maintenance contracts, without the consent, guidance, and prior express written approval of the State, which approval shall not be unreasonably withheld. In the event that approval is granted, Vendor shall ensure that the sub-Vendor will comply with all the provisions of this Contract. Contracts for sub-contracted services shall be furnished to the Contract Monitor thirty (30) days prior to the Service Commencement Date and thereafter within thirty (30) days after entering into the sub-contract. Vendor may not assign this contract, its performance or obligations, without the written consent of the ADOC.

SECTION VI

COST PROPOSAL

- 6.1** Vendor's Proposal shall include the following price quotes:
- a) Vendor shall quote a Per Diem, per Inmate price, that shall include all costs which shall be associated with services to be provided by Vendor, for the following two populations:
 - 1) As set out in Section 5.7(a) of this RFP
 - 2) As set out in Section 5.7(b) of this RFP
 - b) Vendor shall quote a separate price for the rental reimbursement for space provided for vocational training, as set-out in Section 5.10.a.
 - c) Vendor shall provide a separate quote for the rental cost of classroom space to be used to provide adult education, as set-out in Sections 5.10.b and 5.10.c.
- 6.2** All prices, costs, and conditions outlined in the proposal shall remain fixed and valid for acceptance for ninety (90) days from the due date for proposals.
- 6.3** All portions of submitted proposals will be subject to the Open Records Act unless otherwise exempted by Vendor as required in Section 1.7 of this RFP.

Appendix A

**VENDOR AUTHORIZATION
TO
SUBMIT PROPOSAL**

I/we agree to furnish the above at the prices shown and guarantee that each item proposed meets or exceeds all specifications, terms, conditions, and requirements listed herein.

F.O.B. Destination _____

Delivery _____ days ARO

Terms _____

Respondents Proposal Valid for _____ Days

Prospective Respondents Telephone Number _____

I hereby affirm I have not been in any agreement or collusion among or in restraint of freedom of competition by agreement to respond at a fixed price or to refrain from responding or otherwise.

_____ Authorized Signature (ink)

_____ Authorized Name (typed)

_____ Title of Authorized Person

Company Name _____

Mailing Address _____

City, State, Zip _____

FIN or SSN# _____

Date _____

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

NOTARY PUBLIC

My Commission Expires: _____

Appendix B



State of Alabama Disclosure Statement

(Required by Act 2001-955)

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

This form is provided with:

- Contract
 Proposal
 Request for Proposal
 Invitation to Bid
 Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

- Yes
 No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED
<input style="width: 95%; height: 20px;" type="text"/>	<input style="width: 95%; height: 20px;" type="text"/>	<input style="width: 95%; height: 20px;" type="text"/>
<input style="width: 95%; height: 20px;" type="text"/>	<input style="width: 95%; height: 20px;" type="text"/>	<input style="width: 95%; height: 20px;" type="text"/>
<input style="width: 95%; height: 20px;" type="text"/>	<input style="width: 95%; height: 20px;" type="text"/>	<input style="width: 95%; height: 20px;" type="text"/>

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

- Yes
 No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT
<input style="width: 95%; height: 20px;" type="text"/>	<input style="width: 95%; height: 20px;" type="text"/>	<input style="width: 95%; height: 20px;" type="text"/>
<input style="width: 95%; height: 20px;" type="text"/>	<input style="width: 95%; height: 20px;" type="text"/>	<input style="width: 95%; height: 20px;" type="text"/>
<input style="width: 95%; height: 20px;" type="text"/>	<input style="width: 95%; height: 20px;" type="text"/>	<input style="width: 95%; height: 20px;" type="text"/>

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY
<input style="width: 95%; height: 20px;" type="text"/>	<input style="width: 95%; height: 20px;" type="text"/>	<input style="width: 95%; height: 20px;" type="text"/>
<input style="width: 95%; height: 20px;" type="text"/>	<input style="width: 95%; height: 20px;" type="text"/>	<input style="width: 95%; height: 20px;" type="text"/>
<input style="width: 95%; height: 20px;" type="text"/>	<input style="width: 95%; height: 20px;" type="text"/>	<input style="width: 95%; height: 20px;" type="text"/>

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED

If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS

By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.

Signature Date

Notary's Signature Date Date Notary Expires

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.