

**REQUEST
FOR
PROPOSAL
NO. 2022-03**

**Alabama Department of Corrections
Computerized Maintenance Management System**

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

September 6, 2022

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SECTION I

INTRODUCTION

The Alabama Department of Corrections (“ADOC”) announces this Request for Proposal (“RFP”) to all eligible and interested parties for the opportunity to submit a proposal, in accordance with the requirements herein. The ADOC is soliciting proposals for a third-party contractor to provide and deliver to the ADOC: A Computerized Maintenance Management System (“CMMS”) including, but not limited to, development/customization, licensure, implementation, training, and maintenance. You are invited to submit a response in accordance with the requirements specified in this RFP.

Proposals to provide these services must be received in the ADOC Commissioner’s Office by 4:00 p.m., Central Standard Time, on October 13, 2022. Packages must be clearly marked as “ADOC RFP 2022-03: Computerized Maintenance Management System.”

1.1 Purpose of RFP

The purpose of this RFP is to secure one (1) contract with a qualified Vendor who can provide a comprehensive CMMS. The contracting period will be for an initial two (2) year period with renewal options available. The contract shall not exceed a total of five (5) years.

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 resulting contract, which designation has been furnished to all the parties herein.

Client – the ADOC.

Contract – the document containing terms agreed to by the ADOC and Selected Vendor for the provision of services sought in this RFP, to include any future amendments thereto.

Facility or Facilities – one or more of the facilities housing ADOC inmates, as listed in Attachment B. This will also include any additional facilities that may be constructed, purchased, leased, or otherwise obtained by the ADOC during the term of the Contract.

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

Selected Vendor – the qualified corporation, legal entity, or individual chosen by the ADOC to negotiate a contract for the services listed in this RFP.

STAARS – State of Alabama Accounting and Resource Systems.

Standards – industry best practices and all applicable federal and state laws, constitutional requirements, court orders and settlement agreements, and ADOC policies and procedures. If there is a conflict between any of these and this RFP or the awarded 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).

Supplier – a retailer from which the ADOC could obtain parts or other necessary supplies.

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

1.3 Responsibility to Read and Understand

By responding to this solicitation, Vendor will be held to have read and thoroughly examined this RFP. Failure to read and thoroughly examine this RFP will not excuse any failure to comply with the requirements of this RFP or any Contract, nor will such failure be a basis for claiming additional compensation. If Vendor suspects an error, omission, or discrepancy in this solicitation, or if Vendor has questions regarding this RFP, Vendor must notify Ms. Mandy Speirs, ADOC's Single Point of Contact, by 4:00 p.m. CST on September 19, 2022, as provided in Sections 5.1(c) and 5.7 of this RFP. The ADOC will issue written instructions, if appropriate, by September 28, 2022. The written responses will be posted to the ADOC website, www.doc.alabama.gov/RequestForProposals.

1.4 Reservations

The ADOC reserves the following rights: (1) to reject all proposals; (2) to reject individual proposals for failure to meet any requirement; and (3) to waive minor defects. The ADOC may seek clarification of the proposal from Vendor at any time, and failure of the Vendor to respond is cause for rejection. Clarification is not an opportunity to change the proposal. The 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.

1.5 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 Vendor is selected for negotiations. Any costs associated with this procurement will be the responsibility of Vendor and will in no way be charged to the ADOC.

1.6 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.

1.7 Opening Date

Vendor proposals will be opened on October 14, 2022, at 10:00 am, in the ADOC Legal Conference Room located at 301 South Ripley Street, Montgomery, Alabama 36104. At the scheduled place and date for the proposal opening, only the names of Vendors who submitted proposals will be announced.

1.8 Evaluation and Selection

The ADOC Evaluation Committee will evaluate all proposals using the criteria outlined in Section 5.9, Evaluation Criteria, and make a recommendation to the Commissioner of the ADOC, who will make the final selection.

1.9 Cost of the Contract

The total cost of the contract shall be a fixed fee to include all costs of equipment and services provided by Selected Vendor pursuant to this RFP, including, but not limited to, software, software hosting services, development, implementation, training, maintenance, confirmation, and technical support. At no time shall it exceed the total cost quoted by Vendor in its proposal. See also Attachment A, Section 4, and Attachment B.

1.10 Contract Negotiations

Selected Vendor 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 within thirty (30) days of notification of intent to negotiate, the ADOC may reject Selected Vendor's proposal or revoke the selection and begin negotiations with the next Selected Vendor.

1.11 Entire Agreement

The Contract shall include the provisions in this RFP and any modifications, addendum, or attachments thereto and may include the relevant portions of the Selected Vendor's proposal that are expressly agreed upon and adopted by the ADOC. The Contract must be approved and signed by the appropriately authorized State and ADOC officials.

1.12 Communications

- a) From the date of receipt of notice of this RFP until a binding contractual agreement exists with Selected Vendor, or at such time as the ADOC rejects all proposals, informal communications shall cease. Informal communications shall include, but will not be limited to, requests or communications related to this RFP from any Vendor to any facility, division, or employee of the ADOC, with the exception of the ADOC's Single Point of Contact, for information, comments, or speculation.
- b) From the date of receipt of this RFP until a binding contractual agreement exists with Selected Vendor, or at such time as the ADOC rejects all proposals, all communications regarding this RFP between the ADOC and the Vendors will be formal, as provided in this RFP or as requested by the ADOC. Formal Communications shall include, but will not be limited to:
 - 1) Written Requests for Clarification/Information, consistent with Sections 5.1(c) and 5.7;
 - 2) Oral Presentations; or
 - 3) Negotiations.
- c) All formal inquiries for information should be directed to the Single Point of Contact, Ms. Mandy Speirs, by email at Mandy.Speirs@doc.alabama.gov and include in the subject line "RFP 2022-03: Computerized Maintenance Management System."
- d) Failure to comply with this provision could result in disqualification of Vendor from continuing in this process.

1.13 Notice of Award and Protest

The ADOC shall provide a notice of intent to award upon review and approval [by the Commissioner of the ADOC], which will be posted to the ADOC website at www.doc.alabama.gov, on or about November 4, 2022.

- a) Any Vendor who proceeds to file an action protesting the intended Vendor award shall submit written notice to the ADOC within seven (7) days, exclusive of weekends and holidays, of the Department securing a binding contractual agreement with the Selected Vendor, which has received legislative and Governor approval.
- b) The Vendor or its legal representative must submit a Protest Bond in the amount of ten thousand dollars (\$10,000.00) with its signed, formal written protest or the protest will not be accepted.
- c) Within thirty (30) calendar days of receipt of the formal written protest and accompanying Protest Bond, the ADOC General Counsel shall issue a written decision with respect to the protest.

- d) After the review of the documented formal protest notice, should the allegations prove to be unsubstantiated, the Vendor will forfeit the Protest Bond.
- e) Should review of the merits of the allegations within the formal notice be substantiated, the ADOC will return the Protest Bond to the Vendor.

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SECTION II

GENERAL TERMS AND CONDITIONS

2.1 Proposal Conditions

- a) By signing a 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) All Vendor proposals will remain firm and unaltered for ninety (90) days after the proposal due date shown or until a contract is fully executed with any Vendor, whichever is earlier. An exception to the criterion will be if the Vendor is engaged in contract negotiations, then that Vendor will be allowed to make proposal modification(s) only in accordance with a request by the ADOC.
- c) Vendor's provision of services must comply with all industry Standards, and other requirement Standards as may be defined in Administrative Regulations, directives, policies, and procedures of the ADOC or ADOC Settlement Agreements.
- d) If any requirement of the RFP exceeds the Standards or requirements as set forth in Administrative Regulations, directives, policies, and procedures of the ADOC or ADOC Settlement Agreements, the requirements of the RFP will prevail. Any exception to this requirement must be specified in the Contract, or through a subsequent written mutual agreement, and must be signed by the authorized representatives of Selected Vendor and the ADOC.
- e) Until a binding contractual agreement exists, the State of Alabama may make such reasonable investigations as deemed proper and necessary to determine the ability of Vendor to perform the services, and Vendor shall furnish to the State all such information and data for this purpose as may be requested until a binding contractual agreement exists with the Selected Vendor. The State further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Vendor fails to satisfy the State that such Vendor is properly qualified to carry out the obligations of the awarded contract and to provide the services contemplated therein.
- f) Vendors may be asked to submit further financial information to prove fiscal responsibility. Any such financial responsibility documents will be kept confidential if a "REDACTED" copy is also submitted, as provided in Section 5.2.c.4, unless otherwise required by law.
- g) Upon the award of, or the announcement of the decision to award a contract, the ADOC will inform the Selected Vendor in writing.
- h) Only the collective final results of the ADOC Evaluation Committee may be considered public. Any work papers, individual evaluator or consultant comments, notes, or scores do not reflect final action(s) taken by the State and will not be considered public. The final

results of the ADOC Evaluation Committee and any proposals received in response to this RFP will not be publicly available until a final Contract has received all necessary approvals.

- i) The ADOC reserves the right to modify the requirements of this RFP or the resulting Contract by: (1) changing the operational requirements 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.
- j) Any changes in Vendor's proposed program or pricing in response to an ADOC request, as provided in Section 2.1.i, are subject to acceptance by the ADOC. In the event price changes or proposed service changes in response to an ADOC request are not acceptable to the ADOC, Selected 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 that submitted a proposal, or the ADOC may open the process to re-negotiations based upon the new specifications.
- k) Any alternate proposal submitted by Selected Vendor, which in the opinion of the ADOC best satisfies the ADOC's requirements, may be considered and substituted for Selected Vendor's initial proposal, either in whole or in part.
- l) Deadlines and other critical dates in this RFP have been provided in Attachment F. For any discrepancies between Attachment F and the dates included in this RFP, Attachment F will prevail. Failure to strictly adhere to these deadlines and other critical dates may result in disqualification of Vendor.

2.2 Contract Terms

- a) The Contract will be comprised of this RFP, relevant portions of the Selected Vendor's proposal that are expressly adopted by the ADOC, and any changes or modifications made during the negotiation process. The Contract, including any attachments, will constitute the entire contract between Selected Vendor and the ADOC. The Contract and any renewal thereof are subject to review and approval by the Contract Review Permanent Legislative Oversight Committee and the Governor of the State of Alabama. Modifications and waivers must be in writing and signed or approved by authorized representatives of Selected Vendor and the ADOC to be binding. Amendments or modifications may also be subject to review and approval, in accordance with State Law.
- b) No interpretation of any provision of the RFP or the Contract, including applicable specifications, is binding on the ADOC unless furnished or agreed to in writing by the ADOC.
- c) The length of the Contract shall be two (2) years with three (3) mutually agreed upon one (1) year renewal options. The total 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.

- d) Any work or service performed on State premises will be done through coordination with ADOC personnel 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 any ADOC facility.
- e) Selected Vendor will be responsible for the payment of any and all applicable State, county, municipal, and Federal taxes, including sales tax, and any other taxes imposed by other governmental entities so authorized.
- f) 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 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.
- g) A Contract shall not be assignable by Vendor, in whole or in part, without the written consent of the ADOC. Any agreement to assign any portion of the Agreement shall not constitute a waiver by the ADOC to consent to any subsequent assignments.
- h) Selected Vendor shall be an independent contractor. Selected Vendor, its agents, sub-vendor(s), and employee(s) will not be considered to be agent(s), distributor(s), or representative(s) of the ADOC. Further, neither Selected Vendor nor any employees of Selected 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 or under the Alabama State Merit System Act.
- i) Selected Vendor, who executes the Contract for service, is contractually responsible for the total performance of the Contract. Subcontracting may be allowable at the sole discretion of the ADOC, but it must be disclosed as a part of the proposal or otherwise approved in advance by the ADOC. Any approval by the ADOC of any subcontract or subcontractor shall not constitute a waiver by the ADOC to consent or approve any other subcontract or subcontractor. Any subcontract shall be subject to the following conditions:
 - 1) Any sub-vendor providing services required in this RFP or in the Contract will meet or exceed the requirements set forth within.
 - 2) 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 this RFP or the awarded contract will in any way affect Selected Vendors obligations under the contract resulting from this RFP.
- j) Selected Vendor will remain fully responsible for the negligent acts and omissions of its agents, employees, and/or sub-vendors in their performance of Selected Vendor's duties under the Contract. Selected 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 Selected Vendor is not providing such skilled services, the ADOC will promptly notify Selected Vendor and Selected Vendor will promptly replace that individual.

- k) Selected Vendor, or its employees who perform services requiring a license or certification, will have and maintain said required licenses or certifications.
- l) If Selected Vendor is unable to secure or maintain individuals named in the Contract to render the services set forth in the Contract, Selected Vendor will not be relieved of its obligation to complete performance. The ADOC, however, will have the option to terminate the Contract upon written notice to Selected Vendor.
- m) Selected Vendor will consult with and keep the ADOC fully informed as to the progress of all matters covered by the Contract. Selected Vendor will promptly furnish the ADOC with copies of all correspondence and all documents prepared in connection with the services rendered under the Contract. Upon request, Selected Vendor will arrange, index, and deliver all correspondence and documents to the ADOC.
- n) Selected Vendor will be required to comply with any audits and/or inspections by the ADOC and to explain deviations from the services outlined in the resulting Contract. Failure to correct, or take reasonable steps to correct, any issues noted in writing within a reasonable time period may result in a notice of breach of contract as set forth in Section 2.2(z) of this RFP.
- o) Upon request, Selected Vendor will meet with the ADOC for the purpose of reviewing Selected Vendor's performance under the Contract. Selected Vendor will be asked to explain deviations, discuss problems, and mutually agree upon a course of action to improve performance.
- p) All documents, materials, or data developed as a result of work under the 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 Selected Vendor's work under the Contract. The ADOC may use this information for its own purposes. Selected Vendor is required to have the rights to utilize any documents, materials, or data provided by Selected Vendor to fulfill requirements of this RFP. Selected Vendor will keep confidential all documents, materials, and data prepared or developed by Selected Vendor or supplied by the ADOC.
- q) Selected 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 contract, will be considered a trade secret to Licensors, provided that such materials are marked as confidential or in such a way that the ADOC can reasonably determine that they are licensed.
- r) Selected Vendor and its sub-vendors will maintain books and records related to the performance of the Contract or subcontract necessary to support amounts charged to the

ADOC in accordance with applicable law, terms and conditions of the Contract, and generally accepted accounting practices. Selected 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. Selected Vendor agrees to cooperate fully with any such review or audit. If any audit indicates overpayment by the ADOC, Selected Vendor will immediately remit 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 to the ADOC under the Contract for which adequate books and records are not available to support the purported disbursement.

s) Billing

- 1) Selected Vendor shall provide a detailed invoice for the services utilizing one (1) standardized format.
- 2) The ADOC expects to receive the best value cost and billing terms for the services rendered. The ADOC will pay commissions only when Selected Vendor can demonstrate that payment of commissions would result in a lower cost to the ADOC.
- 3) Selected 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 Selected Vendor, is exempt from income tax liability.
- 4) Selected Vendor will be in compliance with applicable tax requirements and will be current in payment of such taxes.
- 5) Payments delayed by the ADOC at the beginning of the fiscal year because of the appropriation process will not be considered a breach of contract. 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.
- 6) The ADOC will not be liable to pay Selected Vendor for any supplies provided, services performed, or expenses for the supplies and services, subject on the Contract, incurred prior to the beginning of, or after the end of, the term of the Contract.
- 7) 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.

- 8) Selected Venders must be registered in the State of Alabama Accounting System (STAARS) to receive payment. In order to be listed as a Vendor in STAARS, you must first be registered in Alabama Buys. If you have not registered in Alabama Buys at <https://alabamabuys.gov>, it is recommended that you register your company.
- t) 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 any Contract, and such Contract will be interpreted as far as possible to give effect to the parties' intent.
- u) Changes can be made to any Contract in any of the following ways:
 - 1) The parties may agree in writing to modify the scope of the Contract. An increase in the price or extension of time of the Contract resulting from such modification or extension shall be agreed to by the parties as a part of their written agreement to modify the scope of the Contract and subject to the process set forth in Section 2.2.a.
 - 2) The ADOC may order changes within the general scope of the Contract at any time by written notice to Selected Vendor. Changes within the scope of the Contract include, but are not limited to, modification of the services or programs offered. Selected Vendor shall comply with the notice upon receipt. Selected Vendor shall be allowed to adjust pricing to compensate for any additional costs or savings incurred as the result of such order. Said compensation shall be determined by mutual agreement of the parties in writing and may be subject to the provisions of Section 2.2.a.
- v) It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213, of the Constitution of Alabama 1901, as amended by Amendment No. 26.
- w) 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 of receipt. In the event of any conflict between Selected Vendor and the requirements of the RFP, the provisions of the Contract will control. Selected 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.
- x) Should the parties still not be able to resolve the matter in accordance with Section 2.2(w), the following provision shall apply. For any and all monetary disputes arising under the terms of this RFP or the Contract, the Selected Vendor's sole remedy is to file a claim with the Board of Adjustments for the State of Alabama. For any and all other disputes arising under the terms of this Agreement, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to mediation (subject however at all times to the sovereign immunity of the State). Such dispute resolution shall

occur in Montgomery, Alabama, utilizing, where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.

- y) The ADOC may terminate any Contract resulting from this RFP without penalty to the ADOC, or further payment required, in the event of:
 - 1) Any breach of the Contract that, if able of being cured, is not cured within fifteen (15) days of the ADOC giving notice of breach to Selected Vendor. These breaches include, but are not limited to failure of Selected Vendor to maintain covenants, representations, warranties, certifications, bonds, and insurance;
 - 2) Commencement of a proceeding by or against Selected Vendor under the United States Bankruptcy Code or similar law, or any action by Selected Vendor to dissolve, merge, or liquidate;
 - 3) Material misrepresentation or falsification of any information provided by Selected Vendor in the course of any dealing between the ADOC and Selected Vendor or between Vendor and any State agency, to include information provided in Vendor's proposal;
 - 4) For the unavailability of funds appropriated or available to the ADOC. The ADOC will use its best efforts to secure sufficient appropriations to fund the awarded 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 Selected Vendor notice of insufficient funding as soon as practicable after the ADOC becomes aware of the insufficiency. Selected Vendor's obligation to perform will cease upon receipt of the notice; and,
 - 5) For convenience of the ADOC.
- z) Should Selected Vendor at any time during the course of a Contract fail to perform the services according to the specifications required in this RFP or the resulting Contract with promptness and diligence, the ADOC will have the option, after thirty (30) days written notice to the Selected Vendor by registered mail, return receipt requested, to Vendor's point of contact, to take any one or more of the following actions:
 - 1) Withhold any monies then or next due to Selected Vendor;
 - 2) Provide such materials, supplies, equipment, and labor as may be necessary to complete said work and bring the rendition of the services up to the specification and standards required in this RFP or awarded Contract and pay for same. Selected Vendor will immediately remit the amount so paid upon presentation of documentation from the ADOC; or
 - 3) Terminate the Contract, consistent with Sections 2.2.y, 2.2.z, 2.2.aa, and 2.2.bb.

- aa) The ADOC reserves the right to cancel and terminate any Contract, in part or in whole, without penalty, upon thirty (30) days written notice to Selected Vendor. Any Contract cancellation notice shall not relieve Selected Vendor of the obligation to return any and all documents or data provided or generated as a result of this RFP and the resulting contract.
- bb) If the ADOC terminates for convenience, the ADOC will pay Selected Vendor for services satisfactorily provided and for authorized expenses incurred up to the time of termination.
- cc) Any notice given to the ADOC under the Contract will be submitted in a timely manner.
- dd) Notices will be mailed to the Alabama Department of Corrections, Attn: General Counsel, 301 South Ripley Street, Montgomery, Alabama 36104, or P.O. Box 301501, Montgomery, Alabama 36130. Notices to Selected Vendor will be mailed to the address shown in its submitted proposal, unless otherwise specified in the Contract. Notices will be sent by registered mailed, return receipt requested.
- ee) Parties agree to fully cooperate with one another for the successful pursuit of their respective and mutual interests. Parties will share information and provide timely notification to one another in the event of a claim against either party. There will be no settlement of any claim arising out of the performance of the Contract by Selected Vendor without consultation of the ADOC.

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SECTION III

STATEMENT AND SCOPE OF WORK

In response to this Section of the RFP, Selected Vendor must describe its methodology for providing the services detailed below.

3. SYSTEM REQUIREMENTS, IMPLEMENTATION, AND SUPPORT

3.1. GENERAL REQUIREMENTS

- 3.1.1. System must be cloud-hosted Software-as-a-Service.
- 3.1.2. System shall be accessible from any computer with Microsoft Edge and/or Google Chrome, including any future system updates. Indicate in your response all browser compatibility.
- 3.1.3. System is accessible from Android-based and iOS- based mobile devices.
- 3.1.4. System administration must be allowed by ADOC.
- 3.1.5. System supports single-sign-on via SAML 2.0, which includes Active Directory.
- 3.1.6. System must allow unlimited service requestors without licensure fees.
- 3.1.7. System must be updated and enhanced regularly. Describe anticipated update schedule and impact to end users during maintenance periods.
- 3.1.8. System must be user-friendly and managed by non-technical users.
- 3.1.9. Back-end storage must be in an open or non-proprietary format such that all data will remain usable if software is non-functional or no longer exists. ADOC shall maintain ownership of all system data.

3.2. SECURITY REQUIREMENTS

- 3.2.1. System must be secured and backed up on a regular basis. Describe backup strategy.
- 3.2.2. System must have a minimum of 99% system availability and uptime. Provide your Service Level Agreement (SLA).
- 3.2.3. Selected Vendor must have both a primary and a disaster recovery data center. List locations of both in response.
- 3.2.4. Client data must be segmented. Describe how the Selected Vendor will ensure this in the response.
- 3.2.5. Selected Vendor must have a continuity plan in place in case of a failure or attack. Selected Vendor must have security features in place to protect against intrusion, data leaks, and attacks. At a minimum, Selected Vendor must have firewalls, intrusion detection and vulnerability assessments.
- 3.2.6. Solution shall not collect Personally Identifiable Information (PII).
- 3.2.7. Software auto-logoff setting must be configurable.
- 3.2.8. System must support Two-factor Authentication (2FA).

3.3. SYSTEM ADMINISTRATION

- 3.3.1. System must allow users to reset password.
- 3.3.2. System supports single-sign-on based on Active Directory.
- 3.3.3. System must provide capability to import and export users.
- 3.3.4. System provides the ability to import directly into the system data points such as but not limited to Sites, Locations, Assets, Meter Readings, and Users.
- 3.3.5. Must Support Various user roles including, but not limited to:
 - 3.3.5.1. Account Administrator;
 - 3.3.5.2. Contractor/ Vendor;
 - 3.3.5.3. Inventory Manager;
 - 3.3.5.4. Maintenance Manager/Supervisor;
 - 3.3.5.5. Maintenance Technician; and
 - 3.3.5.6. Requester.

3.4. DISPLAY & CUSTOMIZATION

- 3.4.1. System must include dashboards that can be configured to individual user needs or specific roles with saved reports, status updates, chosen Key Performance Indicators and links to navigate the system.
- 3.4.2. Ability to configure customer definable rules-based workflows within the System.
- 3.4.3. System must provide configurable data views including:
 - 3.4.3.1. Add/Remove/Move Columns;
 - 3.4.3.2. Sort on columns; and
 - 3.4.3.3. Search and filter.
- 3.4.4. Must have an API available or method to enable integration with existing or third-party software systems.
- 3.4.5. Ability to set Approval Rules for Work Orders, PMs, etc.
- 3.4.6. Work Order Routing – Describe ability to route work orders based on specified rules.
- 3.4.7. Prevent Technicians from editing existing labor transactions.
- 3.4.8. The system allows for Work Order Filed Hierarchy.
- 3.4.9. The system allows for configuration of service request templates.
- 3.4.10. The system allows for configuration of work order templates.
- 3.4.11. The system allows for configuration of Email Templates.

3.5. ASSET MANAGEMENT

- 3.5.1. Ability to assign assets to a work order.
- 3.5.2. Allows for auto prioritization of assets.
- 3.5.3. Ability to associate unlimited levels of hierarchy to assets.
- 3.5.4. Ability to associate multiple assets.
- 3.5.5. Ability to attach notes, photos, and documents to an asset.
- 3.5.6. System supports unique asset tagging with either a barcode, RFID chip, or a QR code for each asset that can be utilized by mobile devices to scan and pull up asset information and work orders.

- 3.5.7. Ability to take meter readings.
- 3.5.8. Ability to print asset information.
- 3.5.9. Supports asset barcoding and label printing.
- 3.5.10. Allows for trend analysis.
- 3.5.11. Allows for the csv or Excel export of asset data.
- 3.5.12. Ability to place assets on a floorplan/drawing.
- 3.5.13. Ability to assign criticality values to an asset.
- 3.5.14. Ability to track warranty information of all assets.
- 3.5.15. Ability to filter through asset history.
- 3.5.16. Ability to save reports.

3.6. WORK ORDER MANAGEMENT

- 3.6.1. System allows requesters to search existing work orders for problem type, trade, etc. when submitting work orders.
- 3.6.2. Ability to archive work orders with all relevant data, e.g. internal notes, attachments, etc. for a user defined period.
- 3.6.3. Ability to receive service requests from desktop or mobile devices.
- 3.6.4. Provide the ability to approve or deny a service request by designated users.
- 3.6.5. Contain work request forms to capture requestor and required work activity information.
- 3.6.6. Ability to assign work orders as projects.
- 3.6.7. Ability to connect to Departments, Locations, Assets, and other source types.
- 3.6.8. Ability to assign work to multiple technicians.
- 3.6.9. Ability to include notes/comments on work order.
- 3.6.10. Ability to attach photos, manuals, and other documents to a work order.
- 3.6.11. Ability to assign priority to a work order.
- 3.6.12. Ability to assign a Cost Center to a work order.
- 3.6.13. Ability to export work orders with batch updates.
- 3.6.14. Ability to automatically route work orders to an individual or department based on request type.
- 3.6.15. Ability to add/assign parts to a work order.
- 3.6.16. Ability to issue purchase orders.
- 3.6.17. Ability to batch re-assign work and ticket statuses.
- 3.6.18. Ability to cost summarize filtered on screen work order results.
- 3.6.19. Ability to track labor hours for each assignee.
- 3.6.20. Ability to capture all associated costs (e.g. parts, labor, equipment usage).
- 3.6.21. Ability to eliminate duplicate work orders.
- 3.6.22. Ability to auto-generate notifications if work order is left unassigned or not acknowledged in a defined time-period.

3.7. PREVENTIVE MAINTENANCE SCHEDULING

- 3.7.1. Ability to create, manage, and control preventative maintenance schedules.
- 3.7.2. Ability to schedule preventative work on a recurring basis (monthly, quarterly, etc.).

- 3.7.3. System must allow for importing and exporting of preventative maintenance work orders.
- 3.7.4. Ability to auto-generate preventative work orders based on meter readings.
- 3.7.5. Contains built-in preventative maintenance Task library to aid in defining PM tasks and procedures.
- 3.7.6. Ability to view scheduled work orders in a calendar view.
- 3.7.7. Ability to assign parts and personnel to scheduled work.
- 3.7.8. Ability to attach documents to a scheduled work order.
- 3.7.9. Ability to generate labor and materials cost reports.
- 3.7.10. Ability for department supervisors to validate work hours.
- 3.7.11. Ability for designated users to duplicate, delete, or disable scheduled preventative maintenance.

3.8. PARTS MANAGEMENT

- 3.8.1. System must have the ability to pull inventoried parts and assign them to work orders.
- 3.8.2. Transactions, including parts, must influence recorded stock levels.
- 3.8.3. System must track storage location of inventoried parts.
- 3.8.4. System must track parts manufacturers and suppliers.
- 3.8.5. System must allow for importing and exporting of suppliers
- 3.8.6. System should allow for importing and exporting of parts.
- 3.8.7. System must allow for batch update of parts & import/export of parts.
- 3.8.8. System is able to report on current stock values, itemized inventory, transactions, usage, and back orders.
- 3.8.9. System allows alerts based on Reorder point.
- 3.8.10. System should associate parts to assets and preventative maintenance.

3.9. MOBILE SUPPORT

- 3.9.1. Provide a mobile computing option to support efficiency, accuracy, and real-time information between the field and the office.
- 3.9.2. Ability to access work order management through mobile devices (e.g. Apple & Android phones/tablets).
- 3.9.3. Ability to create, update, and close work orders in mobile view.
- 3.9.4. Ability to execute workflow approvals through mobile view.
- 3.9.5. Ability to use the camera on a mobile device and tablet in order to scan barcode/QR code that will prompt user to take action on an asset, location, or inventory item to create a work order, view details, view history, or enter usage readings.
- 3.9.6. Ability to execute tasks in offline mode.
- 3.9.7. Ability to attach images/photos to asset/work order.
- 3.9.8. Ability to capture labor time, including hours spent per work order.
- 3.9.9. Must include built-in timer to accurately record work order labor hours.

3.10. AUDITS & INSPECTIONS

- 3.10.1. Ability to attach or link a photo directly to an observation.
- 3.10.2. Ability to allow for multiple inspections per asset and store inspection results, including date and inspector information for each inspection.
- 3.10.3. Ability to attach any type of document including, but not limited to, checklists, specific instructions, safety procedures, specialized maintenance information, or repair procedures to a preventative maintenance template.

3.11. REPORTING

- 3.11.1. Must provide Business Intelligence Reporting, including:
 - 3.11.1.1. Employee utilization;
 - 3.11.1.2. Year over year trends;
 - 3.11.1.3. Ability to benchmark across multiple facilities.
- 3.11.2. System includes user configurable dashboards by security role (e.g. admin, department lead, crafts person) that includes Work Orders, Service Level Agreements, and Preventative Maintenance.
- 3.11.3. Pre-configured reports with charts and graphs that allow user defined filters.
- 3.11.4. System can provide report format flexibility (e.g. capable to produce reports in .pdf, Excel, and other standard formats).
- 3.11.5. System allows users to save, export, print, and share reports.
- 3.11.6. The system provides reports on asset costs, life cycle, detailed, and general information to include, but not limited to the following reports:
 - 3.11.6.1. Open verses Completed Work Orders
 - 3.11.6.2. Actual verses Estimated Costs and Hours
 - 3.11.6.3. Completed On Time/Late Summary
 - 3.11.6.4. Completed Work Orders by Department
 - 3.11.6.5. Asset Downtime
 - 3.11.6.6. Labor by Type
 - 3.11.6.7. All Labor Costs
 - 3.11.6.8. Location Comparison
 - 3.11.6.9. Mean Time to Repair
 - 3.11.6.10. All Part Usage Reports
 - 3.11.6.11. Work Order Summary
- 3.11.7. Ability to Create a Custom View.

3.12. ADVANCED FEATURES

- 3.12.1. Ability to interface with building management or energy management systems for predictive maintenance or triggered corrective maintenance.
- 3.12.2. Ability to add capital planning and lifecycle analysis.

3.13. IMPLEMENTATION

- 3.13.1. Selected Vendor shall propose an overall plan for the implementation of the CMMS to include tasks primarily performed by Contractor and those to be provided by ADOC. The Contractor, as part of the response to this RFP, shall provide a timeline with milestones identified for timely implementation of services/delivery of products. The proposed timeline and milestones should preferably be presented in a Gantt chart format.
- 3.13.2. The plan should be supported with an estimated timeline of key tasks and milestones during implementation.
- 3.13.3. Selected Vendor must provide a collaborative portal or platform through which the ADOC can access critical documents relating to the project, request help, and schedule additional meetings or trainings.
- 3.13.4. Selected Vendor shall provide support for a database structure that meets the needs of ADOC's deployment and utilization of the system. This includes, but is not limited to:
 - 3.13.4.1. Project kick-off meeting with ADOC stakeholders;
 - 3.13.4.2. Named users setup and rights;
 - 3.13.4.3. Setup and configuration to meet ADOC workflow and approval processes;
 - 3.13.4.4. Assist in setup of reports and dashboards;
 - 3.13.4.5. Create data import tool/template;
 - 3.13.4.6. Database configuration
 - 3.13.4.6.1. Structuring of Location Hierarchy
 - 3.13.4.6.2. Structuring of Asset Hierarchy
 - 3.13.4.6.3. Nomenclature of Assets
- 3.13.5. (Optional Scope) Asset Data Gathering
 - 3.13.5.1. Field verification of Locations
 - 3.13.5.2. Capture all nameplate data per established template
 - 3.13.5.3. Provide unique identifier tag that includes a Barcode/QR code
 - 3.13.5.4. Upload all asset information into database
- 3.13.6. Setup preventive maintenance schedules for assets
 - 3.13.6.1. Coordinate with ADOC to establish preventative maintenance schedules
 - 3.13.6.2. Create PM schedule with associated preventative maintenance tasks
- 3.13.7. Selected Vendor shall include training (both on-site and web-based) during the implementation process. This should include training for managers/administrators, technicians, and service requestors. Selected Vendor shall indicate how many hours of training for each user group.
- 3.13.8. Selected Vendor shall create a training content for continued use by ADOC. This shall include the following:

- 3.13.8.1. One printed and one electronic copy of a Training Manual for Service Requestors and Technicians. Manual shall include screenshots and descriptions of basic tasks.
- 3.13.8.2. Access to online video training videos of basic tasks for Service Requestors and Technicians.
- 3.13.9. Selected Vendor must allow for one-on-one consultation (virtual) with a subject-matter expert as part of the standard implementation process.

3.14. ONGOING USER TRAINING AND SUPPORT

- 3.14.1. Selected Vendor must offer ongoing training as part of its support package.
- 3.14.2. This support may be remote, but shall provide support for database administration, Service Requestor and Technician users, reporting, and asset management.
- 3.14.3. Selected Vendor must offer toll-free phone, email, and live chat support. List your support hours and average time to respond to each method of support as well as any contracts or fees associated.
- 3.14.4. Describe available resources to support software updates, questions, ongoing training, etc. and any contracts or fees associated.
- 3.14.5. Describe technical support policies for software errors or failure, including escalation policies and procedures, and estimated time to resolution.
- 3.14.6. Describe Selected Vendor's method of dealing with issues that arise during the contract, including the process for elevating any such issues.

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SECTION IV
CERTIFICATIONS

4.1 Liability and Indemnification

- a) Selected 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:
- 1) Any breach or default on the part of Selected Vendor in the performance of the Contract;
 - 2) Any claims or losses for services rendered by Selected Vendor and/or by any person or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract;
 - 3) Any claims or losses to any persons, including inmates, injured or property damaged from the acts or omissions of Selected Vendor, its officers, agents, or employees in the performance of the Contract by Selected Vendor;
 - 4) Any claims or losses by any person or firm injured or damaged by Selected Vendor, its trustees, officers, agents, or employees by the publication, translation, reproduction, delivery, performance, use, or disposition of any data processed under the Contract in a manner not authorized by the Contract, or by federal, state, or local regulations or statutes; and
 - 5) Any failure by Selected Vendor, its officers, agents, or employees to observe the Constitution or laws of the United States and/or 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 Selected Vendor.

- b) In case any action or proceeding is brought against the ADOC by reason of any such claim, Selected Vendor, upon notice from the ADOC, shall defend against such action by counsel satisfactory to the ADOC and the Attorney General for the State of Alabama. Said counsel will not enter into any settlement contract with respect to any claim that may affect the ADOC without first obtaining approval of the ADOC and the Attorney General.

In defending the ADOC, its officials, agents, and employees, Selected 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.

Said obligations shall not be applicable to any claim, injury, death, or damage to property arising solely out of any act or omission on the part of the ADOC, its officials, agents,

servants, or independent Selected Vendors (other than Selected Vendor), who are directly responsible to the ADOC.

4.2 Insurance Coverage

- a) Selected Vendor shall continuously maintain and pay for such insurance as will protect Selected 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 Selected Vendor as a result of the Contract. Coverage required must also include, but not be limited to, Comprehensive General Liability, Worker's Compensation, and Employee's Liability. Before signing the Contract, Selected Vendor must file with the ADOC a certificate from Selected Vendor's insurer showing the amounts of insurance carried and the risk covered thereby. Selected Vendor must carry general liability insurance coverage with two hundred and fifty thousand dollars (\$250,000) combined single limit for personal injury and property damage that incorporates said coverage for all of Selected Vendor's employees and sub-vendors. This coverage is required to extend to services performed at any facility where services will be provided under the Contract.
- b) Selected Vendor will also maintain public liability, casualty, and auto insurance in sufficient amounts to protect the ADOC from liability for acts of Selected Vendor and risks and indemnities assumed by Selected Vendor in accordance with State law. If Selected Vendor does not have minimum coverage for bodily injury – including two hundred 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 – Selected Vendor must inform the ADOC and seek written permission for lesser coverage.
- c) All insurance policies required under this Contract, except for policies relating to Selected Vendor's Worker's Compensation claims, 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 provided shall not be canceled, reduced, or allowed to lapse unless and until the ADOC has received at least ten (10) days written notice.* At least thirty (30) days prior to each policy anniversary date, Selected Vendor shall provide the ADOC with renewal information and any changes in coverage.

4.4 Bribery Convictions

Selected Vendor certifies compliance, or agreement to comply, with the following legal requirement(s) and that it is not barred from being awarded a contract or subcontract due to a violation of these requirements or an inability or unwillingness to comply with these 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 or federal law, 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 bribery 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 three (3) 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/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 in response to this RFP, or who withholds a proposal in consideration of the promise for the payment of money or other valuables, is guilty of a felony. Selected Vendor certifies that it will not take part in any such conduct.

4.7 Reporting Anticompetitive Practices

When, for any reason, Vendor or a designee suspect collusion or other anticompetitive practice among any vendor(s) or employee(s) 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 agency, 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 Confidentiality and Use of Work Product

- a) **Confidentiality**. Any documents or information obtained by Vendor from the ADOC in connection with this RFP or Contract will be kept confidential and will not be provided to any third party unless the ADOC approves disclosure in writing. All work products produced under the RFP 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 Selected Vendor previously developed and brings to the ADOC in furtherance of performance of the Contract will remain the property of Selected Vendor. Selected 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) Selected Vendor will, at its expense, defend the ADOC against all claims, asserted by any person, that anything provided by Selected 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 Selected Vendor hereunder, or any part thereof, by reason of any alleged infringement, Selected 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.

4.9 Warranty

- a) Selected Vendor warrants that all services will be performed in a good and professional manner.
- b) Selected 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 Selected 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.

4.10 Compliance

All work completed under the Contract must be in compliance with all applicable federal, state, and local laws, rules, and regulations. Selected Vendor certifies that it is in compliance, and will remain in compliance, with all state, federal, and local laws as well as all pertinent ADOC regulations in the performance of any prospective contract including, but not limited to, the following:

- 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.
- d) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination.
- e) Comply with the regulations, procedures, and requirements of the ADOC concerning equal employment opportunities and affirmative action.
- f) Provide such information with respect to its employees and applicants for employment.
- g) Have written sexual harassment policies that comply with the ADOC's policy, to include, at a minimum, the following information:
 - 1) the definition of sexual harassment;
 - 2) the illegality of sexual harassment;
 - 3) Selected Vendor's internal complaint process, including penalties;
 - 4) the legal recourse, investigative, and complaint process available through Selected Vendor;
 - 5) directions on how to contact Selected Vendor; and
 - 6) protection against retaliation.

- h) Selected Vendor is currently enrolled with the Department of Homeland Security (“DHS”) in the E-verify system, and will not knowingly hire or continue to employ a person(s) who are not either citizens of the United States or person(s) who are not in proper and legal immigration status authorizing them to be employed for pay in the United States.
- i) Selected Vendor will include a provision in all subcontracts that requires all subcontractors to utilize the E-Verify system to verify employment eligibility of all persons employed during the contract term. If requested, subcontractor must provide documentation as identified above.
- j) In compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act as amended and codified in Ala. Code Section 31-13-1, *et seq.*, by signing this Contract, the contracting parties affirm, for the duration of this Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Contract and shall be responsible for all damages resulting therefrom.
- k) Selected Vendor will maintain a drug-free workplace. Selected Vendor certifies that no individual engaged in the unlawful manufacture, distribution, dispensation, possession, or use of any illegal drug or controlled substance will be eligible for employment by Vendor under the Contract.
- l) Selected Vendor acknowledges and understands that any employee or subcontractor will be subject to, and will comply with, all security regulations and procedures of the ADOC, the ADOC Information System Division, and the Alabama Office of Information Technologies.
- m) Any Selected Vendor employee or subcontractor who enters any ADOC facility is subject to a background check and security check of his/her person and personal property (including his/her vehicle) and may be prohibited from entering the Facility in accordance with ADOC regulations. Additionally, any Selected Vendor employee found to have violated any security regulation may be barred from entering any ADOC Facility.
- n) Selected Vendor must have appropriate certifications, permits, and licenses in accordance with State and Federal law. Selected Vendor and its subcontractors will be responsible for obtaining any and all required governmental permits, consents, and authorizations.
- o) All laws and rules regarding the handling and disposal of any hazardous materials that could result from this Contract must be followed.
- p) In compliance with Act 2016-312, as codified Code Section 41-16-5, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

- q) Selected Vendor shall comply with Alabama Code Section 14-11-31, as well as 28 C.F.R. Part 115, the Prison Rape Elimination Act (“PREA”). The ADOC has a Zero Tolerance Policy toward all forms of custodial sexual misconduct, sexual abuse, and sexual harassment. See Administrative Regulation 454, Inmate Sexual Assault and Harassment Awareness (Prison Rape Elimination Act (PREA)). Any type of conduct – including suspected conduct – that falls within the context of custodial sexual misconduct/sexual abuse, as defined by either the State or Federal laws referenced above, shall be reported immediately to the Warden of the responsive Facility or the Department’s PREA Director.

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SECTION V

INSTRUCTIONS TO VENDORS / PROPOSAL PREPARATION AND SELECTION CRITERIA

5.1 Deadlines

- a) Deadlines and other critical dates in this RFP have been provided in Attachment F. For any discrepancies between Attachment F and the dates included in this RFP, Attachment F will prevail.
- b) Sealed Proposals must be received **by 4:00 p.m., Central Standard Time, on October 13, 2022**, at the below listed address. Responses are to be submitted in a sealed envelope and clearly marked, on the external packaging, “ADOC RFP #2022-03: Computerized Maintenance Management System.” See Attachment C.

Proposals delivered directly by UPS, FEDEX, or other delivery services:

State of Alabama
Alabama Department of Corrections
Legal Division
Attn: Mandy Speirs
301 South Ripley Street
Montgomery, Alabama 36104

Responses sent via United States Postal Service:

State of Alabama
Alabama Department of Corrections
Legal Division
Attn: Mandy Speirs
P.O. Box 301501
Montgomery, Alabama 36130

- 1) All proposals received after the appointed date and hour for receipt, whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time received in the ADOC Commissioner’s Office. Vendors have the sole responsibility for assuring that proposals are received in the ADOC Commissioner’s Office by the designated date and time.
- 2) Whether proposals are mailed, hand delivered, or directly delivered by express mail, they must be delivered to the ADOC Commissioner’s Office at the address shown above. Hand delivered proposals must be delivered in ample time to allow for security check-in at the front desk of the Criminal Justice Center and delivery to the ADOC Commissioner’s Office prior to the closing time for the solicitation.

- 3) Due to the potential delay that may be caused by the processes of the State Mail Room, through which the United States Postal Service delivers mail to State agencies, it is not recommended that this service is used for short-term or overnight deliveries.
 - 4) Faxed, electronic, or oral proposals will not be accepted.
- c) If any prospective Vendor has questions about the specifications or other solicitation documents, that Vendor must submit the questions to the attention of the Single Point of Contact, Mandy Speirs, via electronic mail at Mandy.Speirs@doc.alabama.gov, by **4:00 pm, Central Standard Time, on September 19, 2022**. Any e-mail should include in the subject line “ADOC RFP 2022-03: Computerized Maintenance Management System.” It is Vendor’s responsibility to verify receipt of the questions.
 - d) Written Responses to those questions received by the ADOC will be posted on the ADOC website at www.doc.alabama.gov by **September 28, 2021**. Any revisions to this RFP will be made only the addendum issued by the ADOC.

5.2 Proposal Preparation

- a) The Vendor Proposal Form (Attachment A) must be used for submitting proposals. The Proposal Form must be completed and submitted with Vendor’s proposal. **All documents referenced in Vendor Proposal Form must also be included with Vendor’s proposal. Vendor’s Cost Proposal shall be submitted in a separately sealed envelope. Failure to do so will result in disqualification from the process.** The certification located at the bottom of the Form should be completed, signed by an official that has the authority to bind Vendor, and notarized.
- b) In order to be considered for selection, Vendor shall submit a complete response to this RFP. Proposals should be as thorough and detailed as possible so the ADOC may properly evaluate Vendor’s capabilities to provide the required services.
- c) Vendors are required to comply with the following instructions:
 - 1) Proposals shall be signed and notarized by an authorized representative of Vendor. All information requested must be submitted. Failure to submit all information requested may result in the ADOC requiring prompt submission of missing information, giving a lower score in evaluation of the proposal, or rejection of the proposal by the ADOC.
 - 2) In order to be considered for selection, Vendor shall submit a complete response to this RFP. Proposals should be as thorough and detailed as possible so the ADOC may properly evaluate Vendor’s capabilities to provide the required services. Emphasis should be on completeness and clarity of content. Failure to submit all information requested may result in the ADOC requiring prompt submission of missing information, giving a lower score in evaluation of the proposal, or rejection of the proposal by the ADOC.

- 3) Proposals should be organized in the order in which the requirements are presented in Attachment A and Section 5.8 of this RFP. **All pages of the proposal should be numbered.** Each paragraph in the proposal should reference the corresponding paragraph from Attachment A or Section III of this RFP, as applicable. It is also helpful to repeat the text of the requirement as it appears in Attachment A or Section III of this RFP, as applicable. Proposals that are not organized in this manner risk elimination from consideration or a lower score in the evaluation of the proposal if the evaluators are unable to find where the RFP requirements are specifically addressed.
- 4) The ADOC takes its responsibilities under the State of Alabama's Open Records Law very seriously. If the 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 copies below, also provide the ADOC with a separate, redacted copy of its proposal on a disc in PDF format, marked clearly as "REDACTED COPY," and briefly describe in a separate writing, as to each redacted item, the grounds for claiming exemption from the public records law. This redacted copy shall be provided to the ADOC at the same time Vendor enters its submissions 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 submissions 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 separate writing that must accompany the 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 the Vendor in response to any public records request.

5.3 Oral Presentation

The ADOC may, at its sole option, elect to require oral presentation(s) by Vendors being considered for award. This provides an opportunity for the ADOC to ask questions and Vendors to clarify or elaborate on their proposals. This is a fact finding and explanation session only and does not include negotiation. The ADOC will schedule the time and location of these presentations, if required.

5.4 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.

5.5 Vendor's Representation

Vendor, by submission of a proposal, represents that it has read and understands the solicitation document and specifications and has familiarized itself with all federal, state, and local laws, ordinances, rules, and regulations that may affect the cost, progress, or performance of the work.

The failure or omission of any Vendor to receive or examine any form, instrument, addendum, or other documents, or to acquaint itself with conditions existing at the sites, shall in no way relieve Vendor from any obligations with respect to its proposal or to the resulting contract.

5.6 Identification of Proposal Envelope

- a) Envelopes/boxes containing proposals shall be sealed and marked in the lower left-hand corner of the external packaging with the solicitation number, "RFP 2022-03: Computerized Maintenance Management System," hour, and due date of the proposal. A sample of a return mailing label for identifying the package as a sealed proposal has been provided as Attachment C. This format should be used on your proposal packaging. It is further suggested that if you submit your proposal by a courier such as FedEx or UPS, and place your sealed envelope inside the courier's envelope, that you clearly mark the courier's envelope with the same information to prevent premature opening of the proposal.
- b) No other correspondence or other proposals should be placed in the envelope.
- c) Envelopes that are prematurely opened due to Vendor's failure to comply with this Section will not be considered. The ADOC assumes no responsibility for the premature opening of any envelope not properly identified.

5.7 Suspected Errors/Clarification

Consistent with Section 5.1(c), if Vendor suspects an error, omission, or discrepancy in this solicitation, Vendor must notify Ms. Mandy Speirs, ADOC's Single Point of Contact, via e-mail at Mandy.Speirs@doc.alabama.gov, and such notification must be received by the ADOC **by 4:00 p.m., Central Standard Time, on September 19, 2022**. The subject line of the e-mail should read "ADOC RFP #2022-03: Computerized Maintenance Management System." The ADOC will issue written instructions, if appropriate, by close of business on September 28, 2022.

If Vendor considers any part of the RFP unclear, Vendor is expected to make a written request for clarification by no later than **4:00 p.m., Central Standard Time, on September 19, 2022**. In the ADOC's response, the ADOC will provide the request for clarification followed by a statement of clarification by September 28, 2022. A copy of the responses will be posted on the ADOC website at www.doc.alabama.gov.

5.8 Submission Requirements

One (1) original and six (6) hard copies of the proposal must be submitted to the ADOC. This does not include the redacted copy Vendor may choose to submit. See Section 5.2. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume. The ADOC will not accept oral, electronic, or faxed proposals. Vendor shall make no other distribution of the proposals.

The following is required in the proposal:

All vendors must fully complete Attachment A, Vendor Proposal Form, in submitting their proposed prices and certifying acceptance of the terms and conditions associated with this RFP. The Vendor Proposal Form must be signed and notarized in order to be considered. If Vendor is a corporation, the proposal must be submitted in the name of the corporation, not simply in the corporation's trade name. In addition, Vendor must indicate the corporate title of the individual signing the proposal. **Copies of any forms listed in Attachment A must also be submitted.**

Vendor should submit its Cost Proposal in accordance with the instructions provided in Section 4 of Attachment A. This Cost Proposal must be submitted in a separately sealed envelope and will not be opened until after the substantive proposal has been evaluated by the committee.

Failure to submit a separate Cost Proposal may result in a rejection of Vendor's proposal or disqualification of Vendor from continued participation in the process

5.9 Evaluation Criteria

Proposals will be evaluated by the ADOC using the following criteria:

Criteria	Percentage
General Qualifications	35%
Experience	20%
Statement of Work	30%
Total Cost	15%
Total Possible	100 %

- a) Notwithstanding the foregoing, the ADOC reserves the right to award on the basis of cost alone or to accept or reject any or all bids if it is determined to be in the best interest of the State.
- b) Proposals found to be technically or substantially non-responsive at any point in the evaluation process may be rejected and not considered further.

- c) The State may at its sole option, elect to require oral presentation(s) by Vendors in consideration for award. The State reserves the right to amend the evaluation criteria to allow for scoring of the oral presentation(s).
- d) Proposals that do not meet the minimum threshold of the technical proposal, as pre-established by the ADOC Evaluation Committee, will not be deemed qualified, and the cost proposal will be returned unopened.
- e) The ADOC Evaluation Committee will present written findings to the ADOC Commissioner who will make the final selection.

The Remainder of this page has been intentionally left blank.

ATTACHMENT A VENDOR PROPOSAL FORM

Failure to complete and provide this form with the proposal submission will result in rejection of your proposal. For any portions for which no response is necessary for your company, please mark the response as “N/A.”

1. General Qualifications

- a) Provide Vendor’s contact information, including company name (if applicable), primary contact, mailing address (including city, state, and zip code), phone number, and e-mail address*.

*Note: The e-mail address may be used for formal communications from the ADOC.

- b) Vendor must include a description of its qualifications and experience in providing the requested scope of services outlined in this RFP. Additionally, Vendor must indicate the length of time it has been in business providing this type of good or service:

Years: _____ Months: _____

- c) Vendor must affirmatively state it has a minimum of five (5) years previous experience with proven effectiveness in providing the requested scope of services outlined in this RFP.
- d) If Vendor is a business entity, provide Vendor’s FIN or FEI Number and Vendor’s Alabama Business License Number. If Vendor is an individual, Vendor must provide a statement that, upon award of a contract, Vendor agrees to take the steps required to sign up with the Alabama State Comptroller in order to receive payment.
- e) Provide background information about Vendor including its history, including date of formation, size, structure, number of employees, annual volume of business, and location of the office(s) or facility(ies) from which services will be administered.
- f) Provide a list of all clients lost within the last three (3) years, including a contact name, title, telephone number, and e-mail address, if available. In addition, state the length of service at the account and reason for loss. If your company has not lost any such clients in the last three (3) years, indicate so by stating: “[Vendor] has not lost any clients.”
- g) If Vendor is a business entity, provide a statement that the Vendor’s corporate office is registered with the 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 that Vendor will be licensed prior to assuming the Contract.
- h) **Complete, sign, notarize, and attach the “Disclosure Statement” as required by Act 2001-955.** This statement is required to be completed and filed with all proposals, bids,

contracts, or grant proposals to the State of Alabama in excess of \$5,000. The form, along with instructions, can be found at www.ago.alabama.gov (click on “Resources”). At least one (1) original should be submitted. For your convenience, a copy of the form has been provided as part of Attachment E.

- i) **Provide a complete copy of Vendor’s Memorandum of Understanding with DHS showing enrollment in the E-verify system** (this can be printed from your business’s screen once logged in to E-verify).
- j) **Complete and attach the “CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT”** as required by Act 2011-535, and as amended by Act 2012-491. For your convenience, a copy of the certification form has been provided as part of Attachment E.
- k) **Complete and attach Vendor’s W-9** as required by the Alabama Policies and Procedures Manual. A fillable form may be accessed at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>.
- l) Read, expressly agree, and certify that Vendor has and will comply with all Terms and Conditions as set forth in **Section II** of the RFP. If there are any exceptions requested, state so in writing.
- m) Read, expressly agree, and certify that Vendor has and will comply with all Certifications as set forth in **Section IV** of the RFP. If there are any exceptions requested, state so in writing.
- n) Provide a statement as to professional standing including, but not limited to, any pending controversies, lawsuits, claims, or other outstanding matters. If none exists, indicate so by stating, “[Vendor] has no pending controversies or claims.”
- o) Provide a statement as to the financial standing of the firm or company.

2. Maintenance Management Software Experience

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

- a) Submit a statement relating to Vendor’s experience in providing services in this RFP. At a minimum, the statement should include the following:
 - i. At least ten (10) implementations of the proposed software solution with over two (2) years of ongoing use by clients.
 - ii. List of all implementations in the last twelve (12) months.
 - iii. List of the company’s three (3) largest clients, including the length of time for each.

- iv. List of all entities for which Vendor has provided similar services in the past five (5) years. For each entity, provide the entity's name, contact person, telephone number, email address, and general description of the services provided to that client, dates of service, and reason for terminating, if applicable.
- b) Provide names, qualifications, certifications, and experience of all personnel that will be utilized, both in-house and those to be acquired from outside sources, to perform services as outlined in this RFP.
- c) Explain any necessary relationship with a parent, subsidiary, or affiliate which is pertinent to this transaction.
- d) Provide the address/location that will serve and support the services outlined in this RFP.
- e) Indicate specific features that distinguish Vendor from other vendors in the field.
- f) Provide a minimum of three (3) references from current or former clients comparable in size to the ADOC. At least one of the clients must provide maintenance of 250,000 square feet. For each reference, the following information must be included: Company Name and Address; Contact Name, Title, Phone Number, and E-mail; Dates of Service to Client; Number of Facilities Involved.

3. Suitability of Approach

Provide a plan of operation to achieve the objectives as defined in Section III of this RFP, specifically addressing and referencing each item in Section III. This will assist with the evaluation process. **Note: In responding to this Section, each paragraph in the proposal should reference the corresponding paragraph from Section III. It is also helpful to repeat the text of the requirement as it appears in Section III.**

4. Cost

All Cost Proposals must be submitted in a separate, sealed envelope. Failure to do so will result in disqualification from the process.

- 1. Pricing must be provided separately to include costs for software subscription(s)/licensure, implementation services, training, and support.
- 2. Vendor must identify all costs, including annual costs and upgrades, associated with required or optional hardware, hosting, servers, etc.
- 3. Vendor must utilize the pricing spreadsheet provided in Attachment B.

5. Certification

I/we agree to furnish the services as set forth in this proposal and guarantee that the services provided meet or exceed all specifications, terms, conditions, and requirements herein. The

undersigned offers and agrees to comply with all terms, conditions, and certifications as stated in this RFP and furnish the goods and services and prices in accordance with this signed proposal, or as mutually agreed upon by subsequent negotiation.

_____ Authorized Signature (ink)

_____ Authorized Name (typed)

_____ Title of Authorized Person

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

NOTARY PUBLIC
My Commission Expires: _____

ATTACHMENT B PRICING SPREADSHEET

Annual Licensure/Subscription Costs:

Description of Service	Amount	Per Unit	Cost per Year
Base System Licensure/Subscription	1	N/A	
Licensure/Subscription – Named User/Manager	10		
Licensure/Subscription – Named User/Technician	40		
Unlimited Service Requestor Access	N/A		
Total Recurring Annual Costs			

Cost escalation per year for Recurring Annual Costs: _____

One Time Costs for Implementation, Setup, and Training:

FACILITIES	SQUARE FOOTAGE	IMPLEMENTATION PER 3.13	ASSET DATA GATHERING PER 3.13.5	TRAINING AND SUPPORT PER 3/14	TOTAL
Elmore County Correctional Facility	1,350,000				
Escambia County Correctional Facility	1,000,000				
Bibb County Correctional Facility	269,645				
Bullock Correctional Facility	203,014				
Donaldson Correctional Facility	335,301				
Easterling Correctional Facility	198,391				
Elmore Correctional Facility	119,461				
Fountain Correctional Facility	157,409				
Frank Lee Work Release Center	39,633				
Hamilton Aged and Infirm	35,330				
Holman Correctional Facility	155,093				
Kilby Correctional Facility	190,875				
Limestone Correctional Facility	386,154				
Montgomery Women's Facility	30,602				
Red Eagle Honor Farm	71,991				
St. Clair Correctional Facility	340,305				
Staton Correctional Facility	141,706				
Tutwiler Correctional Facility	105,468				
Ventress Correctional Facility	188,274				
Alex City Work Center	21,224				
Birmingham Work center	25,235				
Camden Work Center	15,372				

Childersburg Work Center	30,774				
North Alabama Work Center	76,126				
Elba Work Center	21,583				
Hamilton Work Center	20,689				
Loxley Work Center	40,391				
Mobile Work Center	19,871				

**ATTACHMENT C
PROPOSAL SUBMISSION ENVELOPE LABEL SAMPLE
FOR DIRECT DELIVERY BY UPS OR FEDEX**

Vendor's Name:
Vendor's Address:

**State of Alabama
Department of Corrections
Legal Division
Attn: Mandy Speirs
301 South Ripley Street
Montgomery, Alabama 36104**

**ADOC Commissioner
RFP NUMBER – 2022-03
RFP Hour and Due Date:
4:00 p.m. CST, October 13, 2022**

**ATTACHMENT D
FACILITY LISTING
As of September 6, 2022**

FACILITIES	FACILITY ADDRESS	SQUARE FOOTAGE
Bibb County Correctional Facility	565 Bibb Lane, Brent, AL 35034	269,645
Bullock Correctional Facility	104 Bullock Drive, Union Springs, AL 36089	203,014
Donaldson Correctional Facility	100 Warrior Lane, Bessemer, AL 35023	335,301
Easterling Correctional Facility	200 Wallace Drive, Clio, AL 36017	198,391
Elmore Correctional Facility	3520 Marion Spillway Road, Elmore, AL 36025	119,461
Fountain Correctional Facility	9677 Hwy 21 North, Atmore, AL 36503	157,409
Frank Lee Work Release Center	5305 Ingram Road, Deatsville, AL 36022	39,633
Hamilton Aged and Infirm	223 Sasser Drive, Hamilton, AL 35570	35,330
Holman Correctional Facility	866 Ross Road, Atmore, AL 36503	155,093
Kilby Correctional Facility	12201 Wares Ferry Road, Mt. Meigs, AL 36057	190,875
Limestone Correctional Facility	28779 Nick Davis Road, Harvest, AL 35749	386,154
Montgomery Women's Facility	12201 Wares Ferry Road, Mt. Meigs, AL 36057	30,602
Red Eagle Honor Farm	1290 Red Eagle Road, Montgomery, AL 36110	71,991
St. Clair Correctional Facility	1000 St. Clair Road, Springville, AL 35146	340,305
Staton Correctional Facility	2690 Marion Spillway Road, Elmore, AL 36025	141,706
Tutwiler Correctional Facility	8966 US Hwy 231 North, Wetumpka, AL 36092	105,468
Ventress Correctional Facility	379 Highway 239 North, Clayton, AL 36016	188,274
Alex City Work Center	PO Drawer 160 Alex City, AL 35010	21,224
Birmingham Work center	1216 North 25 th St. Birmingham, AL 35234	25,235
Camden Work Center	1780 Hwy 221 Camden, AL 36726	15,372
Childersburg Work Center	PO Box 368 Childersburg, AL 35044	30,774
North Alabama Work Center	1401 Hwy 20 West Decatur, AL 35601	76,126
Elba Work Center	PO Box 710 Elba, AL 36233	21,583
Hamilton Work Center	1826 Bexar Ave East Hamilton, AL 35570	20,689
Loxley Work Center	PO Box 1030 Loxley, AL 36551	40,391
Mobile Work Center	PO Box 13040 Eight Mile, AL 36663	19,871
Facilities not listed: Elmore County Correctional Facility, Escambia County Correctional Facility		

Additional information about ADOC facilities, including month end populations for Major Institutions and Work Release Centers, can be found on the ADOC website: www.doc.alabama.gov.

ATTACHMENT E

**DISCLOSURE STATEMENT & CERTIFICATE OF
COMPLIANCE FORMS**

**Disclosure Statement available on ADOC's website at
www.doc.alabama.gov/RequestforProposals.**

**Disclosure Statement, cont., certificate available on ADOC's website
at www.doc.alabama.gov/RequestforProposals.**

**Beason Hammon certificate available on ADOC's website at
www.doc.alabama.gov/RequestforProposals.**

**Boycott Certificate available on ADOC's website at
www.doc.alabama.gov/RequestforProposals.**

ATTACHMENT F RFP CRITICAL DATES

<u>ACTIVITY</u>	<u>DATE</u>
Issue RFP	September 6, 2022
Deadline for Intent to Submit a Proposal	September 16, 2022, at 4:00 p.m., CST
Deadline for Submittal of Questions	September 19, 2022, at 4:00 p.m., CST
Answers to Questions Posted on ADOC Website	September 28, 2022, at 4:00 p.m., CST
Deadline for Submittal of Proposals	October 13, 2022, at 4:00 p.m., CST
Opening Day for Proposals	October 14, 2022, at 10:00 a.m., CST
Oral Presentations (at ADOC's option)	October 31-November 2, 2022 (t.b.d.)
Notification of Selected Vendor	November 4, 2022
Contract Review Deadline	November 17, 2022
Contract Review Meeting	December 1, 2022

Note: This timeline is subject to change based upon the needs of the State and the ADOC. Any such change will be published via amendment to this RFP.

ATTACHMENT G – NOTICE OF INTENT TO SUBMIT A PROPOSAL

To receive any further distributed information about this RFP, execute and email this **Notice of Intent** to Mandy.Speirs@doc.alabama.gov by no later than 4:00 CST September 16, 2022.

Potential Vendor Contact Information

Name of Company: _____g_____

Address: _____

Email Address: _____

Telephone: _____

Contact Person: _____

By signing below, Vendor verifies it is a bona fide vendor that intends to submit a Proposal in response to this RFP. This verification does not represent a binding commitment to submit a Proposal on behalf of Vendor.

Signature of Authorized Representative: _____