

**REQUEST
FOR
PROPOSAL
SRC0000027537**

**Alabama Department of Corrections
Out of State Extradition Services**



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

March 11, 2025

TABLE OF CONTENTS

SECTION I	Introduction.....	3
SECTION II	General Requirements	7
SECTION III	Requirements	15
SECTION IV	Certifications.....	18
SECTION V	Preparation and Selection Criteria.....	24

Attachment A – Supplier Proposal Form

Attachment B – Pricing/Cost

Attachment C – Critical Dates

SECTION I.

INTRODUCTION

The Alabama Department of Corrections (“ADOC”) desires to establish a two (2) year contract for the provision of out of state extradition services for inmates as set forth herein with the possibility of mutually agreed upon renewals up to three (3) additional years.

The ADOC operates twenty-six (26) correctional facilities at various locations throughout the State of Alabama and incarcerates roughly twenty thousand three hundred sixty-nine (20,369) inmates. ADOC is seeking a supplier to provide extradition services providing the safe, secure, reliable, and efficient transportation of inmates for the ADOC.

This solicitation may be awarded to multiple suppliers and actual usage will be transactionally based.

Although an attempt has been made to provide accurate and up-to-date information, the state of Alabama does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this RFP.

Proposals to provide these services must be received by the Division of Procurement at rfp.responses@purchasing.alabama.gov by **4:00 p.m., Central Standard Time, on April 4, 2025**. Emails must be clearly marked as “ADOC RFP SRC0000027537: OUT OF STATE EXTRADITION SERVICES.”

A. Purpose of RFP

The purpose of this procurement is to establish a contract for out of state extradition services.

B. 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.

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

Inmate – a person who has been sentenced to the custody of the ADOC.

AIS - A unique number assigned by ADOC to an inmate.

“Facility” or “Facilities” – one or more of the twenty-six (26) facilities operated by the ADOC.

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

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

C. Responsibility to Read and Understand

By responding to this solicitation, supplier 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 supplier suspects an error, omission, or discrepancy in this solicitation, or if supplier has questions regarding this RFP, supplier shall email rfp.questions@purchasing.alabama.gov, by **4:00 p.m. CST on March 20, 2025**, as provided in Sections V. A. 7 of this RFP. Written instructions, if appropriate, will be posted by **March 26, 2025**. The written responses will be posted to as an amendment to Alabama Buys and to the ADOC website, www.doc.alabama.gov/RequestForProposals.

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 Supplier at any time, and failure of the supplier to respond is cause for rejection. Clarification is not an opportunity to change the proposal. The submission of a proposal confers on Supplier 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.

E. Cost of Preparation

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

F. Supplier Contact

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

G. Evaluation and Selection

The ADOC will evaluate all proposals using the criteria outlined in Section V.I., Evaluation Criteria, and make a recommendation to the Commissioner of the ADOC, who will then make a recommendation to the Chief Procurement Officer.

H. Cost of the Contract

The total cost of the contract shall be a fixed fee for the services, to be utilized at the sole option of the ADOC, and at no time shall it exceed the total cost quoted by supplier in its proposal.

I. Contract Negotiations

Selected supplier 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 supplier's proposal or revoke the selection and begin negotiations with the next selected supplier.

J. 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 supplier'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.

K. Communications

1. From the date of receipt of notice of this RFP until a binding contractual agreement exists with selected supplier, 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 supplier 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.
2. From the date of receipt of this RFP until a binding contractual agreement exists with selected supplier, or at such time as the ADOC rejects all proposals, all communications regarding this RFP between the ADOC and the suppliers will be formal, as provided in this RFP or as requested by the ADOC. Formal communications shall include, but will not be limited to:
 - a. Written Requests for Clarification/Information, consistent with V.A.7;
 - b. Oral Presentations; or
 - c. Negotiations.
3. Failure to comply with this provision could result in disqualification of supplier from continuing in this process.

This portion intentionally left blank.

SECTION II.

GENERAL REQUIREMENTS

A. General Terms

1. Supplier shall have a minimum of seven (7) years of experience providing inmate transportation services.
2. Prices must include all costs of services, equipment, and materials provided by the supplier.
3. By signing a proposal, supplier agrees to be bound by all terms and conditions of this RFP. Any exceptions to the specified terms and conditions must be clearly set forth within supplier's proposal and are subject to the acceptance of the ADOC.
4. All supplier proposals will remain firm and unaltered for ninety (90) days after the proposal due date shown or until a contract is fully executed with supplier, whichever is earlier. An exception to the criterion will be if supplier is engaged in contract negotiations. That supplier will then be allowed to make proposal modification(s), only in accordance with a request by the ADOC.
5. Supplier's provision of services must comply with all industry standards and other standards as may be defined in ADOC policies and procedures, Administrative Regulations, and directives, as well as applicable court orders, consent decrees, and/or Settlement Agreements.
6. The State of Alabama may make such reasonable investigations as deemed proper and necessary to determine the ability of supplier to perform the services, and supplier shall furnish to the State all such information and data for this purpose as may be requested. The State further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such supplier fails to satisfy the State that such supplier is properly qualified to carry out the obligations of the awarded contract and to provide the services contemplated therein.
7. Suppliers may be asked to submit further financial information to prove financial responsibility. Any such financial responsibility documents will be kept confidential if a "REDACTED" copy is also submitted, as provided in Section V.H. unless otherwise required by law.
8. Upon the award or the announcement of the decision to award a contract, the Division of Purchasing shall inform the selected supplier in writing.
9. 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.
10. Any changes in supplier's proposed system or pricing in response to an ADOC request, as provided in Section III, 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 supplier's pre-award status may be rescinded. At the option of the ADOC, another selection for pre-award may be made from Suppliers that submitted a proposal, or the ADOC may open the process to re-negotiations based

upon the new specifications.

B. Contract Terms

1. The contract will be comprised of this RFP, relevant portions of the selected supplier'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 supplier and the ADOC. The executed contract and any renewal thereof are subject to review and approval by the Chief Procurement Office for the State of Alabama. Modifications and waivers must be in writing and signed or approved by authorized representatives of selected supplier, ADOC, and the Chief Procurement Officer of the State of Alabama to be binding. Amendments or modifications may also be subject to review and approval, in accordance with State Law.
2. No interpretation of any provision of this RFP or the contract, including applicable specifications, is binding on the ADOC unless furnished or agreed to in writing by the ADOC.
3. 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 renewals, may not exceed five (5) years.
4. 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.
5. Selected supplier 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.
6. Supplier 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 supplier's obligations under the contract. Supplier covenants that it will not employ any person with a conflict to perform under the contract. Supplier further covenants that no person has an interest in supplier or in the contract that would violate Alabama law.
7. The contract shall not be assignable by supplier, 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.
8. Selected supplier shall be an independent contractor. Selected supplier, its agents, sub-contractor(s), and employee(s) will not be considered to be agent(s), distributor(s), or representative(s) of the ADOC. Neither selected supplier nor any employees of selected supplier 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.
9. Selected supplier, who executes the contract for services, is contractually responsible for the total performance of the contract. 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 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:

- a. Any sub-contractor providing services required in this RFP or in the awarded contract will meet or exceed the requirements set forth within.
 - b. The ADOC will not be bound to any terms and conditions included in any supplier or sub-supplier documents. No conditions in sub-supplier documents in variance with, or in addition to, the requirements of this RFP or the awarded contract will in any way affect selected supplier's obligations under the contract resulting from this RFP.
10. Selected supplier will remain fully responsible for the negligent acts and omissions of its agents, employees, and/or sub-suppliers in their performance of Selected Supplier's duties under the contract. Selected Supplier 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 the ADOC determines that any individual performing services for selected supplier is not providing such skilled services, the ADOC will promptly notify selected supplier and selected supplier will replace that individual.
 11. Selected supplier, or its employees who perform services requiring a license, permit, or certification, will have and maintain said required licenses, permits, or certifications.
 12. If selected supplier is unable to secure or maintain individuals named in the contract to render the services set forth in the contract, selected supplier 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 supplier.
 13. Selected supplier will consult with, and keep the ADOC fully informed as to, the progress of all matters covered by the contract. Selected supplier 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 supplier will arrange, index, and deliver all correspondence and documents to the ADOC.
 14. Selected supplier 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 a breach of contract, as set forth in Section II.B.25 of this RFP.
 15. Upon request, selected supplier will meet with the ADOC for the purpose of reviewing selected supplier's performance under the contract. Selected supplier will be asked to explain deviations, discuss problems, and mutually agree upon a course of action to improve performance.
 16. 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 supplier's work under the contract. The ADOC may use this information for its own purposes. selected supplier is required to have the rights to utilize any documents, materials, or data provided by selected supplier to fulfill requirements of this RFP. Selected supplier will keep confidential all

documents, materials, and data prepared or developed by selected supplier or supplied by the ADOC.

17. Selected supplier 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 “confidential” or in such a way that the ADOC can reasonably determine that they are licensed.
18. Selected supplier and its sub-suppliers will maintain books and records related to the performance of the contract or any 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. Selected supplier 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 supplier agrees to cooperate fully with any such review or audit. If any audit indicates overpayment by the ADOC, selected supplier 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.

19. Billing

- a. Supplier shall provide a detailed invoice for the services utilizing one (1) standardized format. Invoices must detail each inmate’s name, AIS number, and the services and costs provided for that inmate.
- b. The ADOC expects to receive the best value cost and billing terms for the services rendered. The ADOC will pay commissions only when selected supplier can demonstrate that payment of commissions would result in a lower cost to the ADOC.
- c. Supplier 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 Supplier, is exempt from income tax liability.
- d. Supplier will be in compliance with applicable tax requirements and will be current in payment of such taxes.
- e. 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.
- f. The ADOC will not be liable to pay supplier for any supplies provided, services performed, or expenses due for the supplies and services, subject of the contract, incurred prior to the beginning of, or after the end of, the term of 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.
 - h. Supplier must be registered in Alabama Buys to be awarded a contract under this RFP.
20. 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.
21. Changes can be made to the contract in any of the following ways:
- a. 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 may be subject to the process set forth in Section II.B.1.
 - b. The ADOC may order changes within the general scope of the contract at any time by written notice to selected supplier. Changes within the scope of the Contract may include, but are not limited to, modification of the services offered. Selected supplier shall comply with the notice upon receipt. Selected supplier 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 II.B.1.
22. 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.
23. Any dispute arising under, or relating to, the 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 the Parties regarding the performance of the services according to the specifications of this RFP, the provisions of the resulting contract will control. Supplier will proceed diligently with performance of the 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.
24. Should the parties still not be able to resolve the matter in accordance with Section II.B.23., the following provision shall apply. For any and all monetary disputes arising under the terms of this RFP or the contract, the selected supplier'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.

25. The ADOC may terminate any contract resulting from this RFP without penalty to the ADOC, or further payment required, in the event of:
 - a. Any breach of the contract that, if susceptible of being cured, is not cured within fifteen (15) days of the ADOC giving notice of breach to selected supplier including, but not limited to, failure of selected supplier to maintain covenants, representations, warranties, certifications, bonds, and insurance;
 - b. Commencement of a proceeding by or against selected supplier under the United States bankruptcy Code or similar law, or any action by selected supplier to dissolve, merge, or liquidate;
 - c. Material misrepresentation or falsification of any information provided by supplier in the course of any dealing between the ADOC and supplier or between supplier and any State agency, to include information provided in supplier's proposal;
 - d. 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 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 supplier notice of insufficient funding as soon as practicable after the ADOC becomes aware of the insufficiency. Selected supplier's obligation to perform will cease upon receipt of the notice; and,
26. Should Selected supplier at any time during the course the 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 forty-eight (48) hours written notice to selected supplier by registered mail, return receipt requested, to supplier's point of contact, to take any one or more of the following actions:
 - a. Withhold any monies then or next due to selected supplier;
 - b. 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 the contract and pay for same. Selected supplier will immediately remit the amount so paid upon presentation of documentation from the ADOC; or
 - c. Terminate the contract, consistent with Section II.B.25.
27. The ADOC, with approval from the Chief Procurement Officer, reserves the right to cancel and terminate any contract, in part or in whole, without penalty, upon thirty (30) days written notice to Selected Supplier. Any contract cancellation notice shall not relieve selected supplier of the obligation to return any and all documents or data provided or generated as a result of this RFP and the resulting contract.

28. Any notice given to the ADOC under the contract must be submitted in a timely manner.
29. 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 Supplier will be mailed to the address shown in its submitted proposal, unless otherwise specified in the resulting Contract. Notices will be sent by registered mail, return receipt requested.
30. 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 by selected Supplier of any claim arising out of the performance of the Contract without consultation with the ADOC.
31. In compliance with Ala. Act No. 2023-409, supplier provides written verification that supplier, without violating controlling law or regulation, does not and will not, during the term of any contract resulting from this solicitation, engage in economic boycott as the term “economic boycott” is defined in Section 1 of the Act.

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.

32. NON-APPROPRIATION AND PRORATION CLAUSE

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled, and, to the extent permissible by law, the supplier shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract. To the extent permissible by law, this cost of cancellation may be paid from any appropriations available for that purpose.

In the event that proration of appropriated funds from which the State is to pay the supplier is declared by the Governor pursuant to Section 41-4-90 of the Code of Alabama, the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract to extend or change payment terms or amounts or terminating the contract. In all circumstances, it is agreed that the terms and commitments of this contract shall not constitute a debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama, as amended.

C. Filing of Protests; resolution; administrative review

§41-4-161 Code of Alabama

(a)(1) A bona fide prospective bidder or offeror who is aggrieved in connection with the solicitation of a contract may protest to the Chief Procurement Officer within 14 days of the date of issuance of the solicitation or any amendment to it, if the amendment is at issue.

(2) a. Except as provided in paragraph b., a bona fide actual bidder or offeror who is aggrieved in connection with the intended award or award of a contract may protest to the Chief Procurement Officer within 14 days of the date the award or notification of intent to award, whichever is earlier, is posted in accordance with this

article.

b. A matter that could have been raised under subdivision (1) as a protest of the solicitation may not be raised as a protest of the award or intended award of a contract.

(3) A protest filed under subdivision (1) or (2) shall be in writing, be filed with the Chief Procurement Officer, and set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided.

(b) The Chief Procurement Officer, or his or her designee, may settle and resolve the protest of a bona fide actual or prospective bidder or offeror concerning the solicitation or award of a contract in accordance with rules adopted under this article.

(c) If the protest is not resolved by mutual agreement within 10 days after the protest is filed, the Chief Procurement Officer shall commence an administrative review of the protest and issue a decision in writing within 14 days of the review.

(d) A copy of the decision under subsection (c) shall be mailed or otherwise furnished immediately to the protestor and any other party intervening.

(e) A decision under subsection (c) shall be final and conclusive, unless fraudulent, or a party adversely affected by the decision appeals administratively to the Director of Finance in accordance with Section 41-4-164.

(f) In the event of timely protest under subsection (a) or an appeal under Section 41-4-164, the state may not proceed further with the solicitation or with the award of the contract until five days after notice of the final decision is provided to the protestor, except that solicitation or award of a protested contract is not stayed if the Chief Procurement Officer, after consultation with the head of using agency or the head of a purchasing agency, makes a written determination that the solicitation or award of the contract without further delay is necessary to protect the best interests of the state.

This portion intentionally left blank.

SECTION III
REQUIREMENTS

A. General Requirements:

1. The supplier should not utilize the ADOC name nor this contract in any advertising or promotional material.
2. The ADOC will notify the supplier no less than 72 hours in advance of the desired departure time upon which to transport inmates.
3. Supplier must assume physical control of such inmate from authorized agents of the ADOC or other law enforcement agencies designated by the ADOC. Supplier must transport such inmates to a facility designated by the ADOC and will deliver such inmate to the ADOC or an appropriate law enforcement agency as designated by the ADOC.
4. Supplier will pick up or drop off all inmates under this Agreement at Kilby Correctional Facility located at 12201 Wares Ferry Road, Montgomery, Alabama.
5. Transportation equipment:
 - a. Ground Transportation
 - i. The transportation must be mechanically maintained to insure appropriate and timely transfer of inmates and have appropriate vehicle ventilation as dictated by climate, including air conditioning and heat.
 - ii. The number of passengers transported shall not exceed the intended load for the vehicle being used.
 - iii. When transporting medium and maximum-security inmates, each officer must be armed with a handgun.
 - iv. Prisoner partitions are required.
 - b. Required Number of Officers:
 - i. For all inmates, except for death row inmates, two armed officers are required to accompany an inmate.
 - ii. For death row inmates, two armed officers shall be in the same vehicle as the inmate with at least one-armed officer in a trailing vehicle.
6. The Supplier must strictly comply with the Federal Regulation of Prisoner Transport Companies, 34 United States Code § 60103 *et seq.*

7. Personnel must meet the armed security officer or transfer agent certification of the state where the employee is based. If no such certification is required in the State where the agent is based, agent must meet the requirements of the State of Alabama as stated in Ala. Code § 34-27C-1 to 18 (1975).
8. Supplier must abide by the federal motor carrier safety regulations, United States Department of Transportation regulations for CDL drivers, as applicable, and ADOC regulations. This includes compliance with the provisions of the United States Department of Transportation, Federal Highway Administration 49 CFR Parts 350-399. 390-396 and 28 CFR Part 97.
9. The supplier must comply with the United States Department of Transportation, Federal Highway Administration, 49 CFR Part 387, which requires “Any vehicle with a seating capacity of 15 passengers or less” have public liability in the amount of \$1,500,00.00. “Vehicles with a seating capacity of 16 passengers or more” have public liability in the amount of \$5,000,000.00.
10. The supplier must submit a verbal report to the contract manager, Transport Agent Division, at 334-353-5844, or if unavailable, the Communications Division at 334-567-2221, as soon as possible of any incidents where escape, abuse or accidents, use of force, or other unusual incidents which have occurred during the transport of inmates by the supplier. These reports must include specific names of inmates, employee involved, as well as full disclosure of the pertinent facts surrounding the incident. This verbal report will be followed up with a written report to the above named ADOC contact within five (5) working days of the incident via email.
11. Male and female inmates may not be transported together.
12. Physical Restraints:
 - Minimum, medium, and maximum custody inmates must be secured with handcuffs, leg irons, and waist chains.
 - Death row inmates must be secured with a handcuff cover which protects the keyhole and prevents the inmate from picking or tampering with any part of the handcuff lock, handcuffs, leg irons, and waist chains.
 - If inmates of different level of custody are transported together, inmates shall be restrained according to the highest custody level of any inmate passenger.
 - Pregnant inmates shall not be placed in any type of physical restraint at any time, regardless of custody level.
13. The institution must be contacted 24 hours in advance of a desired pick up and the receiving official(s) identified along with the authority to take the inmate. This will save unnecessary delays in verifying court orders, officer identification, and preparing the inmate for transport. Pick-ups will be twenty-four (24) hours a day and seven (7) days a week.
14. Supplier may transport inmates in any medically appropriate means of transportation with the approval of ADOC.
15. Upon entering into a contract with the ADOC, the supplier must submit an agent signature sheet with names and badge number assigned by the supplier.

O. Communication and Reporting:

- The supplier must maintain open communication with ADOC's Transport Agent Division and Communications Division.
- Real-time updates: Supplier must provide ongoing updates on the status of inmate transportation, incident reports, and any required digital documentation.
- Travel Plans: Supplier must submit and adjust travel plans as needed or requested by ADOC.
- This purpose of this section is to ensure transparency and timely information flow for effective coordination and compliance.

R. Emergency Response Protocol:

- In emergencies during transit, the supplier must immediately notify the designated ADOC officials specified in the agreement to ensure immediate response and appropriate actions in critical situations.

S. Exceptions Handling:

- If the mode of transportation is other than ground transportation, supplier must obtain ADOC approval for planning requirements (e.g., aircraft, or train) that deviate from this standard procedure.

T. Compliance and Documentation:

- The supplier must comply with all terms and conditions stipulated by ADOC for out-of-state extraditions.
- Supplier must maintain accurate documentation. This includes maintaining a record and archive of incident reports, travel plans, and communications with ADOC.

U. Training and Support:

- Supplier must provide necessary training to its personnel involved in utilizing GPS systems and adhering to ADOC policies.

This portion intentionally left blank.

SECTION IV

CERTIFICATIONS

A. Liability and Indemnification

1. Selected supplier 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:
 - a. Any breach or default on the part of selected supplier in the performance of the contract;
 - b. Any claims or losses for services rendered by selected supplier and/or by any person or firm performing or supplying services, materials, or supplies in connection with the performance of the contract;
 - c. Any claims or losses to any persons, including inmates, injured or property damaged from the acts or omissions of selected supplier, its officers, agents, or employees in the performance of the resulting contract by selected supplier;
 - d. Any claims or losses by any person or firm injured or damaged by selected supplier, its trustees, officers, agents, or employees by the publication, translation, reproduction, delivery, performance, use, or disposition of any data processed under the resulting contract in a manner not authorized by the resulting contract, or by federal, state, or local regulations or statutes; and
 - e. Any failure by selected supplier, 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 supplier.

2. If any action or proceeding is brought against the ADOC by reason of any such claim, Selected supplier, 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 shall 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 supplier shall advise and consult with the ADOC General Counsel's Office, 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 Suppliers (other than Selected Supplier), who are directly responsible to the ADOC.

B. Insurance Coverage

1. Selected supplier shall continuously maintain and pay for such insurance as will protect Selected Supplier, 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 awarded contract and actions by a third party against supplier as a result of the awarded 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 Supplier must file with the ADOC a certificate from selected supplier's insurer showing the amounts of insurance carried and the risk covered thereby. Selected supplier must carry general liability insurance coverage with one million five hundred thousand dollars (\$1,500,000) combined single limit for personal injury and property damage that incorporates said coverage for all of selected supplier's employees and sub-suppliers. This coverage is required to extend to services performed at any facility where services will be provided under the contract.
2. Selected Supplier will also maintain public liability, casualty, and auto insurance in sufficient amounts to protect the ADOC from liability for acts of selected supplier and risks and indemnities assumed by selected supplier in accordance with State law. If selected supplier 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 supplier must inform the ADOC and seek written permission for lesser coverage.
3. All insurance policies required under this Contract, except for policies relating to selected supplier'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 supplier shall provide the ADOC with renewal information and any changes in coverage.

C. Bribery Convictions

Selected supplier 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:

1. No person or business entity will be awarded a contract or subcontract if that person or business entity:
 - a. 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
 - b. Has made an admission of guilt of such conduct that is a matter of record but has not been prosecuted for such conduct.

2. 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:
 - a. The business has been finally adjudicated not guilty; or,
 - b. 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.
3. 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.

D. 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.

E. Inducements

Any person who offers or pays any money or valuables to any person to induce him/her not to submit a proposal in response to this 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 Supplier certifies that it will not take part in any such conduct.

F. Reporting Anticompetitive Practices

When, for any reason, Selected Supplier or a designee suspect collusion or other anticompetitive practice among any supplier(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.

G. Confidentiality and Use of Work Product

1. Confidentiality. Any documents or information obtained by supplier 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 supplier previously developed and brings to the ADOC in furtherance of performance of the Contract will remain the property of Selected Supplier. Selected Supplier grants to the ADOC a nonexclusive license to use and employ such software, ideas, concepts, methodologies, processes, inventions, and tools solely within its enterprise.

2. Selected Supplier will, at its expense, defend the ADOC against all claims, asserted by any person, that anything provided by Selected Supplier 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 Supplier hereunder, or any part thereof, by reason of any alleged infringement, Selected Supplier will, at its expense, either:
 - a. modify the item so that it becomes non-infringing;
 - b. procure for the ADOC the right to continue to use the item;
 - c. substitute for the infringing item other item(s) having at least equivalent capability; or
 - d. 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.

H. Indemnity

Selected Supplier will, at its expense, defend, indemnify, and hold harmless the ADOC against all claims, asserted by any person, that anything provided by Selected Supplier 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 Supplier hereunder, or any part thereof, by reason of any alleged infringement, Selected Supplier 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;
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; or

5. pay damages or cost of settlement.

I. Warranty

1. Selected Supplier warrants that all services will be performed in a good and professional manner.
2. Selected Supplier 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 Supplier 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.

J. Compliance

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

1. Comply with the provisions of the Civil Rights Act of 1964.
2. 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.
3. 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. Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination.
5. Comply with the regulations, procedures, and requirements of the ADOC concerning equal employment opportunities and affirmative action.
6. Provide such information with respect to its employees and applicants for employment.
7. Have written sexual harassment policies that comply with the ADOC's policy, to include, at a minimum, the following information:
 - a. the definition of sexual harassment;
 - b. the illegality of sexual harassment;
 - c. Selected Supplier's internal complaint process, including penalties;
 - d. the legal recourse, investigative, and complaint process available through Selected Supplier;

- e. directions on how to contact Selected Supplier; and
 - f. protection against retaliation.
8. Selected Supplier 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.
 9. Selected Supplier 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.
 10. 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 Agreement, 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 any resulting contract and shall be responsible for all damages resulting therefrom.
 11. Selected Supplier will maintain a drug-free workplace. Selected Supplier 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 Selected Supplier under the resulting contract.
 12. Selected Supplier 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 Systems Division, and the Alabama Office of Information Technologies.
 13. Any Selected Supplier employee or subcontractor who enters an 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 Supplier employee found to have violated any security regulation may be barred from entering any ADOC facility.
 14. Selected Supplier must have appropriate certifications, permits, and licenses as required by State and Federal law. Selected Supplier and its subcontractors will be responsible for obtaining any and all required governmental permits, consents, and authorizations.
 15. Selected Supplier 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 Department’s PREA Director.

The Remainder of this page has been intentionally left blank.

SECTION V

INSTRUCTIONS TO SUPPLIERS / PROPOSAL PREPARATION AND SELECTION CRITERIA

A. Deadlines

1. Deadlines and other critical dates in this RFP have been provided in Attachment C. For any discrepancies between Attachment C and the dates included in this RFP, Attachment C will prevail.
2. All proposals received after the appointed date and hour for receipt will not be opened. Suppliers have the sole responsibility for assuring that proposals are received by the designated date and time.
3. If any prospective Supplier has questions about the specifications or other solicitation documents, that Supplier must submit the questions via electronic mail at rfp.questions@purchasing.alabama.gov, **by 4:00 pm, Central Standard Time, on March 20, 2025**. E-mails should include in the subject line "ADOC RFP SRC0000027537: Out of State Extradition Services". It is Supplier's responsibility to verify receipt of the questions.
4. Written Responses to those questions received by the ADOC will be posted by **March 26, 2025**. The written responses will be posted to as an amendment to Alabama Buys and to the ADOC website, www.doc.alabama.gov/RequestForProposals.

B. Proposal Preparation

1. The Supplier Proposal Form (Attachment A) must be used for submitting proposals. The Proposal Form must be completed and submitted with Supplier's proposal. **All documents referenced in Supplier Proposal Form must also be included with Supplier's proposal. Supplier's Cost Proposal shall be submitted as a separate PDF document. Failure to do so will result in disqualification from the process.** The certification located at the bottom of the Form should be completed and signed by an official that has the authority to bind Supplier.
2. In order to be considered for selection, Supplier shall submit a complete response to this RFP. Proposals should be as thorough and detailed as possible so the ADOC may properly evaluate Supplier's capabilities to provide the required services.
3. Suppliers are required to comply with the following instructions:
 - a. Proposals shall be signed by an authorized representative of Supplier. 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.
 - b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content.

- c. Proposals should be organized in the order in which the requirements are presented in Attachment A and Section V.H. 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.
- d. If the Supplier 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, Supplier must, in addition to the required copies below, also provide the ADOC with a separate, redacted copy of its proposal 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 Supplier enters its submissions and must only exclude or redact those exact portions that are claimed confidential, trade secret, or otherwise not subject to disclosure.

Supplier 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, Supplier shall protect, defend, and indemnify the ADOC for any and all claims arising from or relating to Supplier’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 Supplier’s separate writing that must accompany the “REDACTED COPY.”

If Supplier 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 Supplier in response to any public records request.

C. Oral Presentation

The ADOC may, at its sole option, elect to require oral presentation(s) by Suppliers being considered for award. This provides an opportunity for the ADOC to ask questions and Suppliers 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.

D. Request to Modify or Withdraw Proposal

Supplier 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.

E. Supplier’s Representation

Supplier, 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 Supplier to receive or examine any form, instrument, addendum, or other document, or to acquaint itself with conditions existing at the sites, shall in no way relieve Supplier from any obligations with respect to its proposal or to the resulting contract.

F. Suspected Errors/Clarification

Consistent with Section V.A.7., if Supplier suspects an error, omission, or discrepancy in this solicitation, Supplier must notify ADOC via e-mail at rfp.questions@purchasing.alabama.gov, and such notification must be received by **4:00 p.m., Central Standard Time, on March 20, 2025**. The subject line of the e-mail should read "RFP SRC0000027537: Out of State Extradition Services". Written instructions, if appropriate, will be posted as an amendment in Alabama Buys by March 26, 2025.

If Supplier considers any part of this RFP unclear, Supplier is expected to make a written request for clarification by no later than **4:00 p.m., Central Standard Time, on March 20, 2025**. In the ADOC's response, the ADOC will provide the request for clarification followed by a statement of clarification posted by **March 26, 2025**. The written responses will be posted to as an amendment to Alabama Buys and to the ADOC website, www.doc.alabama.gov/RequestForProposals.

G. Submission Requirements

Proposals shall be submitted to the Division of Procurement via email at rfp.responses@purchasing.alabama.gov by April 4, 2025. Supplier shall make no other distribution of the proposals.

The following is required in the proposal:

All suppliers must fully complete Attachment B, Pricing Form(s), in submitting their proposed prices and certifying acceptance of the terms and conditions associated with this RFP. The Pricing Form must be signed in order to be considered. If Supplier is a corporation, the proposal must be submitted in the name of the corporation, not simply in the corporation's trade name. In addition, Supplier must indicate the corporate title of the individual signing the proposal. Supplier should submit its Cost Proposal in accordance with the instructions provided in Section V. B. This **Cost Proposal must be submitted in a separate PDF** 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 Supplier's proposal or disqualification of Supplier from continued participation in the process.

1. Determination of Responsiveness - Any proposal which does not comply with the mandatory requirements of the RFP will be determined to be non-responsive and will not be considered for an award.
2. Determination of Responsibility and Reliability - The state shall determine the responsibility and reliability of the supplier with the highest overall score.
3. The State of Alabama reserves the right to reject any proposal for reasons which may include but not necessarily be limited to: (1) receipt of any information, from any source, regarding unsatisfactory experience/performance of similar services by the supplier or any sub-supplier(s) proposed to provide

out of state extradition services within the past three (3) years, and/or (2) inability of the supplier to document recent responsible and reliable past experience/performances similar to the services required.

4. If the supplier with the highest overall score is determined to not be responsible and reliable, the state shall conduct a determination of responsibility and reliability for the supplier with the next highest overall score.
5. Notwithstanding the foregoing, the ADOC reserves the right to award on the basis of cost alone or to accept or reject any or all proposals if it is determined to be in the best interest of the State.
6. The State may, at its sole option, elect to require oral presentation(s) by Suppliers clearly in consideration for award. The State reserves the right to amend the evaluation criteria to allow for scoring of the oral presentation(s).
7. 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.

I. Evaluation Criteria

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

Criteria	Percentage
General Qualifications	25%
Suitability of Approach	30%
Cost	45%
Total Possible	100 %

This portion intentionally left blank.

ATTACHMENT A SUPPLIER 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 or the program you are submitting a proposal, please mark the response as “N/A.” Completed proposals shall be submitted to RFP.responses@purchasing.alabama.gov.

I. General Qualifications and Experience

A. Provide company name, 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.

1. Indicate the length of time you have been in business providing this type of good or service:

Years: _____ Months: _____

B. Provide Supplier’s FIN or FEI Number and Supplier’s Alabama Business License Number.

C. Provide background information about Supplier including its size, number of employees, and annual volume of business.

D. 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, “[Supplier] has not lost any clients.”

E. Provide a statement that the Supplier’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 Supplier will be licensed prior to assuming the contract.

F. 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, proposals, contracts, or grant proposals to the State of Alabama in excess of \$5,000. The form, along with instructions, can be found at <https://eforms.alacourt.gov/media/aojmu0qb/state-of-alabama-disclosure-statement.pdf>. At least one (1) original should be submitted. For your convenience, a copy of the form is located on the ADOC website under the RFP tab.

G. Complete, sign, notarize, and attach the “Certificate of Compliance with Act 2016-312. This statement is required to do business with an Alabama governmental entity. For your convenience, a copy of the form is located on the ADOC website under the RFP tab.

H. Provide a complete copy of Supplier’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). 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 form is located on the ADOC website under the RFP tab.

- I. Read, expressly agree, and certify that Supplier has and will comply with all Terms and Conditions as set forth in **Section II** of the RFP.
- J. Read, expressly agree, and certify that Supplier has and will comply with all Certifications as set forth in **Section IV** of the RFP.
- K. Provide a statement as to professional standing including, but not limited to, any controversies, lawsuits, and/or claims, within the last three (3) years. Please include any pending matters. In none exists, indicate so by stating, “[Supplier] has no pending controversies or claims.”

II. Suitability of Approach

- A. Provide a plan of operation to achieve the objectives as defined in Section III of this RFP. Note: in responding to this term, 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.
- B. Provide Supplier’s method for dealing with problems and complaints presented by ADOC’s employees, detailing at what point the problem would escalate to the next level of supervision or management.

III. Cost

- A. Suppliers submitting proposals for providing goods and services to the ADOC facilities listed in Attachment A **must provide pricing for all items listed in Attachment B by utilizing the spreadsheet provided.** For your convenience, a copy of the form is located on the ADOC website under the RFP tab. Suppliers must enter the price for each item. Price must include any charges for shipping and handling. The information must be submitted in print as an attachment to the proposal and electronically a disc or thumb drive in the appropriate cost proposal envelope. Supplier’s representative must sign and date each page on the print version submitted to the ADOC.

IV. Certification

I/we agree to furnish the services as set forth in this proposal and guarantee that each item proposed meets or exceeds 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 the attached signed proposal and Pricing Spreadsheet submitted, or as mutually agreed upon by subsequent negotiation.

_____ Authorized Signature (ink)
_____ Authorized Name (typed)
_____ Title of Authorized Person

ATTACHMENT B

PRICING

The supplier shall provide firm, fixed prices for the original contract period and maximum prices for each potential renewal period. All costs associated with providing the required services shall be included in the stated prices.

Ground	Air
\$ <u> </u> <i>base</i>	\$ <u> </u> <i>base</i>
<i>rate +</i>	<i>rate +</i>
\$ <u> </u>	\$ <u> </u>
<i>Per Mile</i>	<i>Per Mile</i>

Supplier Signature

ATTACHMENT C

RFP CRITICAL DATES

<u>ACTIVITY</u>	<u>DATE</u>
Issue RFP	March 11, 2025
Deadline for Submittal of Questions	March 20, 2025, at 4:00 PM., CST
Answers to Questions Posted on Alabama Buys and ADOC Website	March 26, 2025
Deadline for Submittal of Proposals	April 4, 2025, at 4:00 PM, CST

* Dates are best estimates and are subject to change.