

**REQUEST
FOR
PROPOSAL
NO. 2025-01**

**Alabama Department of Corrections
Inmate Cremation and Burial Services**



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

October 25, 2024

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SECTION I.

INTRODUCTION

The Alabama Department of Corrections (“ADOC”) desires to establish a two (2) year contract for the provision of cremation and burial services for inmates as set forth herein with the possibility of mutually agreed upon renewals up to three (3) additional years. The State also reserves the right to modify the operational requirements of the contract in the event that new facilities are built or some of the existing facilities are closed.

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 (Attachments B and C). As the inmate population ages, the expense associated with inmate deaths increases. If the inmate’s family does not claim the remains and make arrangements for the inmate, the inmates becomes the responsibility of the State. In fiscal year 2023, there were three hundred thirty seven (337) inmate deaths statewide. If an inmate is not claimed by the family, the disposition of the inmate becomes the responsibility of the State.

The contract for these services may be awarded to multiple vendors. For example, this may be awarded jointly to a single vendor or separately to one, two, or three vendors who bid based on region.

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 in the ADOC Commissioner’s Office by **4:00 p.m., Central Standard Time, on November 26, 2024.** Packages must be clearly marked as “ADOC RFP 2025-01: INMATE CREMATION AND BURIAL SERVICES.”

A. Purpose of RFP

The purpose of this procurement is to establish a contract for inmate cremation and burial services.

B. Definitions

“ADOC,” “DOC,” or “Department” – the Alabama Department of Corrections.

ABFS – the Alabama Board of Funeral Service.

ADFS – the Alabama Department of Forensic Sciences

ADPH – the Alabama Department of Public Health.

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 Vendor for the provision of services sought in this RFP, to include any future amendments thereto.

Cremation – The technical irreversible process, using heat, flames or chemical agents, that reduces human remains to bone fragments. This reduction takes place through heat and evaporation. Cremation shall include the processing, and may include the pulverization, of the bone fragments. Ala. Code §34-13-1(26).

Cremation and Burial Services - those functions set out in detail in the RFP for the provision of cremation and burial services for inmates.

Crematory – A building or portion of a building that houses a cremation chamber and that may house a holding facility for purposes of cremation and as part of a funeral establishment. Ala. Code §34-13-1(30).

Embalming - the practice, science, or as commonly practiced, of preserving, disinfecting, and preparing by application of chemicals or other effectual methods, human dead for burial, cremation, or transportation. Ala. Code §34-13-1(35).

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 as listed in Attachments B and C.

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

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).

Vendor – 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, 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 November 12, 2024**, as provided in Sections V. A. 7 of this RFP. The ADOC will issue written instructions, if appropriate, by **November 19, 2024**. The written responses will be posted to the ADOC website, www.doc.alabama.gov/RequestForProposals and also as an Amendment in the STAARS system.

D. 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.

E. 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.

F. 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.

G. Opening Date

Vendor proposals will be opened on **November 27, 2024**. This is not an open meeting.

H. 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 State of Alabama Chief Procurement Officer.

I. 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 Vendor in its proposal.

J. 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.

K. 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.

L. Communications

1. 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.
2. 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:
 - a. Written Requests for Clarification/Information, consistent with V.A.7;
 - b. Oral Presentations; or
 - c. Negotiations.
3. 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 2025-01 Inmate Cremation and Burial Services."
4. Failure to comply with this provision could result in disqualification of Vendor from continuing in this process.

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SECTION II.

GENERAL REQUIREMENTS

A. General Terms

1. Vendor's provision of goods and services shall comply with the Alabama Board of Funeral Services (ABFS) Statutes and Regulations Code of Alabama 1975, Title 34 Chapter 13 and Administrative Code 395 and other standards as may be defined in administrative regulations, directives and policies and procedures of the State.
2. Vendor shall have a minimum of ten (10) years of experience providing cremation and burial services.
3. Prices must include all costs of services, equipment, and materials provided by the Vendor.
4. By signing a proposal, Vendor 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 Vendor's proposal and are subject to the acceptance of the ADOC.
5. 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 Vendor, whichever is earlier. An exception to the criterion will be if Vendor is engaged in contract negotiations. That Vendor will then be allowed to make proposal modification(s), only in accordance with a request by the ADOC.
6. Vendor'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.
7. 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. 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.
8. Vendors 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.
9. Upon the award or the announcement of the decision to award a contract, the Division of Purchasing shall inform the Selected Vendor in writing.
10. 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.

11. Any changes in Vendor'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 Vendor's pre-award status may be rescinded. At the option of the ADOC, another selection for pre-award may be made from Vendors 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 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 executed 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, 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 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.

6. 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.

7. The 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.

8. 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. 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.

9. Selected Vendor, 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-vendor 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 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 Vendor's obligations under the contract resulting from this RFP.

10. 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 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 replace that individual.

11. Selected Vendor, 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 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.

13. 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.

14. 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 a breach of contract, as set forth in Section II.B.25 of this RFP.

15. 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.

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 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.
17. 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 "confidential" or in such a way that the ADOC can reasonably determine that they are licensed.
18. Selected Vendor and its sub-vendors 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 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.

19. Billing

- a. Vendor 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 Vendor can demonstrate that payment of commissions would result in a lower cost to the ADOC.
- c. Vendor will not bill for any taxes unless a statement is attached to the bill identifying the tax and showing why it is legally chargeable to the ADOC. If it is determined that taxes are legally chargeable to the ADOC, the ADOC will pay the tax as required. State and federal tax exemption information is available upon request. The ADOC does not warrant that the interest component of any payment, including installment payments to Vendor, is exempt from income tax liability.
- d. Vendor 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 Vendor 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. Vendors must be registered in the State of Alabama Accounting and Resource Systems (STAARS) to receive payment. In order to be listed as a Vendor in STAARS, you must first be registered in Alabama Buys. Vendor 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 Vendor. Changes within the scope of the Contract may include, but are not limited to, modification of the services 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 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. Vendor 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 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.
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 Vendor including, but not limited to, failure of Selected Vendor to maintain covenants, representations, warranties, certifications, bonds, and insurance;
 - b. 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;
 - c. Material misrepresentation or falsification of any information provided by Vendor in the course of any dealing between the ADOC and Vendor or between Vendor and any State agency, to include information provided in Vendor'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 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,
26. Should Selected Vendor 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 Vendor by registered mail, return receipt requested, to Vendor's point of contact, to take any one or more of the following actions:

- a. Withhold any monies then or next due to Selected Vendor;
 - 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 Vendor 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 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.
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 Vendor will be mailed to the address shown in its submitted proposal, unless otherwise specified in the resulting Contract. Notices will be sent by registered mailed, 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 Vendor 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, Vendor provides written verification that Vendor, 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.

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.

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SECTION III

REQUIREMENTS

A. General Requirements:

1. The Vendor shall provide transportation, storage, and cremation or burial preparation services for the ADOC facilities identified on Attachments B and C, in accordance with the provisions and requirements stated herein and the State of Alabama.
2. The Vendor shall provide transportation, storage, and cremation or burial preparation services in one or more of the areas identified on the Pricing Pages (Attachment D).
3. The Vendor shall provide services on an as needed, if needed, basis as requested by ADOC.
4. The Vendor shall agree and understand that the decision of which services are performed on an inmate are the sole discretion of the ADOC if unclaimed, or the family if claimed.
5. The Vendor shall be responsible for completing relevant parts of all required paperwork of the deceased inmate, including acquiring, completing, and filing the death certificate, and if needed, the cremation and disposition authorization form and cremation identification form.
6. The Vendor shall have the death certificate certified by ADPH Vital Records and shall send the certified death certificate of the deceased inmate to the attention of the liaison of the correctional facility that requested the Vendor's services.
7. The Vendor shall agree and understand that in the event a family member of the deceased inmate comes forth to claim the deceased inmate prior to completion of any ADOC directed preparation, the Vendor must immediately halt the preparation process and contact the appropriate ADOC liaison. The Vendor shall agree and understand that the Vendor shall only invoice the ADOC for services rendered prior to the deceased inmate being claimed by the deceased inmate's family.
8. Vendor understands that, at this time, Jefferson County has separate requirements and facilities located in Jefferson County are not covered by this RFP.

B. Personnel Requirements

1. The ADOC will identify an ADOC liaison at each correctional facility to serve as the ADOC contact and will provide the telephone number and email address of the assigned liaison to the Vendor. The Vendor shall report to and follow the ADOC liaison's instructions.
2. The Vendor shall designate a Vendor liaison who shall serve as the Vendor's contact and shall be the liaison between the Vendor and the ADOC. By no later than five (5) working days after notification by the ADOC to proceed with services, the Vendor shall provide the ADOC liaison with the name, address, email address, and telephone number of the Vendor's liaison. The Vendor's liaison shall (1) oversee all services being provided, (2) assume responsibility and liability for services performed per the contract, and (3) serve as the primary point of contact with the ADOC liaison.

C. Transportation and Storage Requirements:

1. Within two (2) hours of the ADOC's notification by telephone, the Vendor shall pick-up the deceased inmate's remains from the correctional facility, hospital, medical examiner's office, or other location as directed by the ADOC.
2. The Vendor shall agree and understand that if deceased inmate's remains are at a location other than a correctional facility, the location of the closest correctional facility will be used by the ADOC to determine the applicable Vendor to use.
3. Vendor shall be available for inmate pickup 24 hours a day, 365 days per year.
4. Vendor shall only transport inmate bodies in vehicles with the ability to hold cots.
5. The Vendor shall store the deceased inmate's remains in a refrigeration unit maintained at a constant temperature between 35 degrees to 40 degrees Fahrenheit as required by the State prior to cremation or burial.
6. Vendor shall have refrigerated storage at a single location owned or leased by vendor for a minimum of ten (10) bodies.
 - a. In their proposal, Vendor shall list the number of bodies that can be held in refrigeration at Vendor's single location.

D. Cremation Performance Requirements:

1. Upon request by the ADOC, the Vendor shall cremate the deceased inmate's remains in accordance with the statutes of the State of Alabama and shall place the cremated remains in a minimum vessel (i.e. the lowest-priced vessel available). If Cremation is to be performed by anyone other than Vendor, detailed information as to whom will perform these services shall be included in Vendor's proposal.
2. In their proposal, potential Vendor shall describe options available to ADOC for scattering of cremated remains by the vendor.
3. The Vendor shall coordinate with the ADOC the time the cremated remains will be ready for burial.
4. The Vendor shall agree and understand that the Vendor shall transport the cremated remains to the burial location at a date and time agreed upon by the Vendor by the ADOC.
5. The Vendor shall agree and understand that the Vendor shall place the cremated remains into the prepared place of internment upon delivery to the burial location.
6. The Vendor shall agree and understand that in the event a family member of the deceased inmate comes forth to claim the deceased inmate prior to completion of cremation preparation, the Vendor must immediately halt the cremation preparation process and contact the appropriate ADOC liaison.

D. Testing

1. All inmates who de cease while in ADOC custody will either have an autopsy or toxicology test. This decision is at the discretion of the ADOC in cooperation with third party vendors.
2. Any autopsy related service, with the exception of transportation, is not included in this RFP.
3. Vendor shall coordinate with their County Coroner for the Coroner to collect and transmit a toxicology test provided ADFS. ADOC shall be a recipient of the toxicology test results. ADOC will not permit the County Coroner to bill ADOC directly. All costs associated with these services must be included in Vendor's pricing.
4. If the County Coroner of county in which services are to perform, elects to not perform the toxicology tests, Vendor shall state in their proposal who will perform this on behalf of the Vendor.
 - a. In their proposal, Vendor shall include copies of licenses and/or certifications of the individual(s) who Vendor proposes to perform these services.

E. Burial Preparation Requirements:

1. Upon request by the ADOC, the Vendor shall perform preparation services necessary for minimal burial to include chemicals/plastics.
2. At the request of ADOC, Vendor shall perform embalming services.
3. The Vendor shall agree and understand that the ADOC will coordinate the burial location of the inmates on ADOC grounds and will communicate such to the Vendor. Currently ADOC has places of internment on the grounds of Limestone Correctional Facility, Staton Correctional Facility, and Fountain Correctional Facility.
4. The Vendor shall agree and understand that the requirements for minimal burial at an ADOC place of internment shall be at the discretion of the ADOC and in accordance with State law.
5. The Vendor shall agree and understand that the ADOC will only request a minimum casket (i.e. the lowest priced casket available that is either wood/shaker pine or 20-gauge steel).
6. The Vendor shall provide a basic grave liner if one is requested by the ADOC (i.e. lowest priced grave liner available).
7. The Vendor shall coordinate with the ADOC the time the remains will be ready for burial.
8. Included in burial preparation services, Vendor shall open and close the grave.
9. The Vendor shall agree and understand that the Vendor shall place the casket and grave liner, if applicable, into the prepared place of internment upon delivery to the place of internment and close the place of internment.

F. Reporting and Inspection

1. Vendor agrees to provide weekly, or as requested, reporting of inmates in their care and their status to the ADOC liaison.
2. ADOC reserves the right to inspect any area where services are performed under this RFP or any contract that may result therefrom. ADOC shall not be required to provide Vendor notice.

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SECTION IV
CERTIFICATIONS

A. Liability and Indemnification

1. 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:
 - a. Any breach or default on the part of Selected Vendor in the performance of the Contract;
 - b. 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;
 - c. 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 resulting contract by Selected Vendor;
 - d. 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 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 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.

2. If 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 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 Vendor 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 Vendors (other than Selected Vendor), who are directly responsible to the ADOC.

B. Insurance Coverage

1. 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 awarded contract and actions by a third party against Vendor 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 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 one million dollars (\$1,000,000) 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.
2. 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.
3. 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.

C. 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:

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 Vendor certifies that it will not take part in any such conduct.

F. Reporting Anticompetitive Practices

When, for any reason, Selected 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.

G. Confidentiality and Use of Work Product

1. 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.

2. 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:
 - 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 Vendor will, at its expense, defend, indemnify, and hold harmless 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;
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 Vendor warrants that all services will be performed in a good and professional manner.
2. 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 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.

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 Vendor 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 Vendor's internal complaint process, including penalties;
 - d. the legal recourse, investigative, and complaint process available through Selected Vendor;

- e. directions on how to contact Selected Vendor; and
 - f. protection against retaliation.
8. 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.
 9. 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.
 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 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 Selected Vendor under the resulting contract.
 12. 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 Systems Division, and the Alabama Office of Information Technologies.
 13. Any Selected Vendor 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 Vendor employee found to have violated any security regulation may be barred from entering any ADOC facility.
 14. Selected Vendor must have appropriate certifications, permits, and licenses as required by State and Federal law. Selected Vendor and its subcontractors will be responsible for obtaining any and all required governmental permits, consents, and authorizations.
 15. 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 Department’s PREA Director.
 16. In compliance with Act 2016-312, as codified Alabama Code Section 41-16-5, Selected Vendor

shall certify 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.

17. All laws and rules regarding the handling and disposal of any hazardous materials that could result from this contract must be followed.

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SECTION V

INSTRUCTIONS TO VENDORS / PROPOSAL PREPARATION AND SELECTION CRITERIA

A. Deadlines

1. 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.
2. Sealed Proposals must be received **by 4:00 p.m., Central Standard Time, on November 26, 2024**, at the below listed address. Responses are to be submitted in a sealed envelope and clearly marked, on the external packaging, "RFP 2025-01: Inmate Cremation and Burial Services." See Attachment E.

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

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

Responses sent via United States Postal Service:

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

3. 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.
4. 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.
5. Faxed, electronic, or oral proposals will not be accepted.
6. 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 be used for short-term or overnight deliveries.

7. 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 November 12, 2024.** Any e-mail should include in the subject line “ADOC RFP 2025-01: Inmate Cremation and Burial Services.” It is Vendor’s responsibility to verify receipt of the questions.
8. Written Responses to those questions received by the ADOC will be posted on the ADOC website, at www.doc.alabama.gov, by **November 19, 2024.** Any revisions to this RFP will be made only by addendum issued by the ADOC.

B. Proposal Preparation

1. 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.
2. Vendors may submit proposals to perform services for Region 1, Region 2, and/or Region 3, or any combination thereof. The correct pricing page(s) must be submitted in accordance with the Cost Proposal Section of this RFP. Vendor agrees to provide services to each facility listed in the region for which they are submitting a pricing page.
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.
3. Vendors are required to comply with the following instructions:
 - a. 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.
 - 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. 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 or USB jump drive 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.

C. 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.

D. 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.

E. 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 document, 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.

F. Identification of Proposal Envelope

1. Envelopes/boxes containing proposals shall be sealed and marked in the lower left-hand corner of the external packaging with the solicitation number, “RFP 2025-01: Inmate Cremation and Burial Services,” 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 E. 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.
2. No other correspondence or other proposals should be placed in the envelope.
3. 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.

G. Suspected Errors/Clarification

Consistent with Section V.A.7., 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 November 12, 2024.** The subject line of the e-mail should read “RFP 2025-01: Inmate Cremation and Burial Services.” The ADOC will issue written instructions, if appropriate, by November 19, 2024.

If Vendor considers any part of this RFP unclear, Vendor is expected to make a written request for clarification by no later than **4:00 p.m., Central Standard Time, on November 12, 2024.** In the ADOC’s response, the ADOC will provide the request for clarification followed by a statement of clarification by November 19, 2024. A copy of the responses will be posted on the ADOC website at www.doc.alabama.gov and published as an Amendment in the STAARS system.

H. Submission Requirements

One original and seven (7) 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 V.B.3.d. 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. **Vendor must also submit a disc or jump drive containing an electronic copy of the complete proposal in readable PDF format as well as the “REDACTED COPY,” if desired.** 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 D, 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 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. Vendor should submit its Cost Proposal in accordance with the instructions provided in Section V of Attachment D. **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.

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 vendor 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 vendor or any sub-vendor(s) proposed to provide the cremation and burial services within the past three (3) years, and/or (2) inability of the vendor to document recent responsible and reliable past experience/performances similar to the services required.
4. If the vendor 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 vendor 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 bids 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 Vendors 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 %

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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 or the program you are submitting a proposal by bidding on, please mark the response as “N/A.”

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 Vendor’s FIN or FEI Number and Vendor’s Alabama Business License Number.

C. Provide background information about Vendor 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, “[Vendor] has not lost any clients.”

E. 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.

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, bids, 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 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). 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 Vendor 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 Vendor has and will comply with all Certifications as set forth in **Section IV** of the RFP.
- K. Vendor must hold a license as a Funeral Establishment with the ABFS. A copy of this license must be included in Vendor's proposal.
- L. Vendor must employ a Funeral Director licensed as such with ABFS. A copy of this license must be included in Vendor's proposal.
- M. Vendor must employ an embalmer licensed as such with the ABFS. A copy of this license must be included in Vendor's proposal.
- N. In accordance with Section III D.1. if Vendor is to perform cremation, Vendor must be licensed as a crematorium with the ABFS. A copy of this license must be included in Vendor's proposal. If these services are proposed by Vendor to be performed by a separate entity, a copy of the license of the proposed crematory shall be included.
- O. In accordance with Section III D.1. if Vendor is to perform cremation, Vendor must employ a cremationist licensed with the ABFS. A copy of this license must be included in Vendor's proposal. If these services are proposed by Vendor to be performed by another entity, a copy of the license of the proposed cremationist shall be included.
- P. 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. If none exists, indicate so by stating, "[Vendor] 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 Vendor'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. Vendors submitting proposals for providing goods and services to the ADOC facilities listed in Attachment A **must provide pricing for all items listed in Attachment D by utilizing the spreadsheet provided.** For your convenience, a copy of the form is located on the ADOC website under the RFP tab. Vendors 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. Vendor'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 for sale in the ADOC incentive/winter packages and/or footwear program to the ADOC inmates 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

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 ADOC FACILITY LOCATIONS

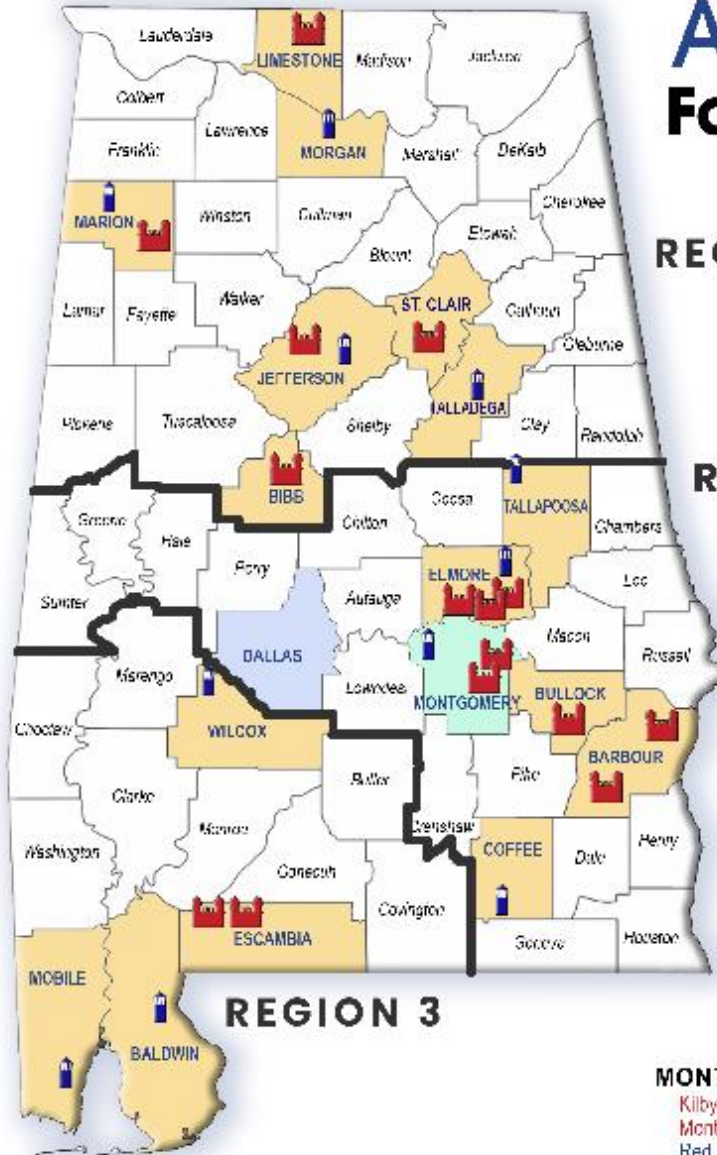
FACILITIES	FACILITY ADDRESS
Alex City Work Release	Highway 22 W., Alex City, AL 35011
Bibb County Correctional Facility	565 Bibb Lane, Brent, AL 35034
Birmingham Work Release	1216 North 25th Street, Birmingham, AL 35234
Bullock Correctional Facility	104 Bullock Drive, Union Springs, AL 36089
Camden Work Release	1780 Al Highway 221 Camden, AL 36726
Childersburg Work Release	13501 Plant Road, Alpine, AL 35014
Donaldson Correctional Facility	100 Warrior Lane, Bessemer, AL 35023
Easterling Correctional Facility	200 Wallace Drive, Clio, AL 36017
Elba Work Release	1620 Boswell Street, Elba, AL 36323
Elmore Correctional Facility	3520 Marion Spillway Road, Elmore, AL 36025
Fountain/Atmore Correctional Facilities	9677 Hwy 21 North, Atmore, AL 36503
Frank Lee Work Release Center	5305 Ingram Road, Deatsville, AL 36022
Hamilton Aged and Infirm	223 Sasser Drive, Hamilton, AL 35570
Hamilton Work Release	1826 Bexar Ave. East, Hamilton, AL 35570
Holman Correctional Facility	866 Ross Road, Atmore, AL 36503
Kilby Correctional Facility	12201 Wares Ferry Road, Montgomery, 36117
Limestone Correctional Facility	28779 Nick Davis Road, Harvest, AL 35749
Loxley Work Release	14880 County Road 64, Loxley, AL 36551
Mobile Work Release	2423 North Beltline Highway, Prichard, AL 36610
Montgomery Women's Facility	12085 Wares Ferry Road, Montgomery, AL 36117
North Alabama Work Release	1401 Highway 20 West Decatur, AL 35601
Red Eagle Honor Farm	1290 Red Eagle Road, Montgomery, AL 36110
St. Clair Correctional Facility	1000 St. Clair Road, Springville, AL 35146
Staton Correctional Facility	2690 Marion Spillway Road, Elmore, AL 36025
Tutwiler Correctional Facility	8966 US Hwy 231 North, Wetumpka, AL 36092
Ventress Correctional Facility	379 AL Highway 239 North, Clayton, AL 36016

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 C



ADOC The Alabama Department of Corrections Facilities Map



REGION 1

REGION 2

REGION 3

- Bullock**
Bullneck CF
- Coffee**
Fibra CBF
- Elmore**
Elmore CF
Stetson CF
Julia Tutwiler WF / Annex
Frank Lee CBF
- Escambia**
G.K. Fountain CF
William C. Holman CF
- Jefferson**
Birmingham WF/CFB
William E. Donaldson CF
- Limestone**
Limestone CF
- Marion**
Hamilton A&I
Hamilton CBF
- Mobile**
Mobile CBF
- Morgan**
North Alabama CBF
- St. Clair**
St. Clair CF
- Talladega**
Childersburg CBF
- Tallapoosa**
Aix City CBF
- Wilcox**
Camden CBF

- MONTGOMERY**
Kilby CF
Montgomery WF/CFB
Red Eagle Work Center

- Baldwin**
Loxley CBF
- Barbour**
Easterling CF
Ventress CF
- Bibb**
Bibb CF

KEY
 CF – Correctional Facility
 CBF – Community Based Facility
 WF – Women's Facility
 A&I – Aged & Infirm

LEGEND
 Major Correctional Facilities
 Community Based Facilities (CBF)

ATTACHMENT D

PRICING

For each region the vendor proposes to provide services for, the vendor shall provide a price for each of the following for providing the services required herein in accordance with the provisions and requirements of this RFP. The vendor 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.

Region 1 (NORTHERN REGION)			
PICK-UP LOCATIONS: Limestone Correctional Facility, Hamilton Aged and Infirm, Hamilton Community Based Facility, Donaldson Correctional Facility, St. Clair Correctional Facility, and Bibb Correctional Facility			
Description	Original Contract Period <i>Firm, Fixed Price</i>	First Renewal Period <i>Maximum Price</i>	Second Renewal Period <i>Maximum Price</i>
Transportation Services	\$ _____ base rate + \$ _____ <i>Per Mile</i>	\$ _____ base rate + \$ _____ <i>Per Mile</i>	\$ _____ base rate + \$ _____ <i>Per Mile</i>
Storage Services	\$ _____ <i>Per Day</i>	\$ _____ <i>Per Day</i>	\$ _____ <i>Per Day</i>
Cremation Services	\$ _____ <i>Per Cremation</i>	\$ _____ <i>Per Cremation</i>	\$ _____ <i>Per Cremation</i>
Burial Preparation Services	\$ _____ <i>Per Burial Prep</i>	\$ _____ <i>Per Burial Prep</i>	\$ _____ <i>Per Burial Prep</i>
Embalming	\$ _____ <i>Per body</i>	\$ _____ <i>Per body</i>	\$ _____ <i>Per body</i>
Casket – Wood / Shaker Pine	\$ _____ <i>Per Casket</i>	\$ _____ <i>Per Casket</i>	\$ _____ <i>Per Casket</i>
Casket – 20 Gauge Steel	\$ _____ <i>Per Casket</i>	\$ _____ <i>Per Casket</i>	\$ _____ <i>Per Casket</i>
Basic Grave Liner	\$ _____ <i>Per Grave Liner</i>	\$ _____ <i>Per Grave Liner</i>	\$ _____ <i>Per Grave Liner</i>
Toxicology Testing Collection	\$ _____ <i>Per body</i>	\$ _____ <i>Per body</i>	\$ _____ <i>Per body</i>

Vendor Signature

Region 2 (CENTRAL REGION)

PICK-UP LOCATIONS: Kilby Correctional Facility, Staton Correctional Facility, Elmore Correctional Facility, Tutwiler Correctional Facility, Red Eagle Work Center, Easterling Correctional Facility, Ventress Correctional Facility, Bullock Correctional Facility, Frank Lee Community Based Facility, Staton Correctional Facility, and Montgomery Women's Facility

Description	Original Contract Period <i>Firm, Fixed Price</i>	First Renewal Period <i>Maximum Price</i>	Second Renewal Period <i>Maximum Price</i>
Transportation Services	\$ _____ <i>Per Mile</i>	\$ _____ <i>Per Mile</i>	\$ _____ <i>Per Mile</i>
Storage Services	\$ _____ <i>Per Day</i>	\$ _____ <i>Per Day</i>	\$ _____ <i>Per Day</i>
Cremation Services	\$ _____ <i>Per Cremation</i>	\$ _____ <i>Per Cremation</i>	\$ _____ <i>Per Cremation</i>
Burial Preparation Services	\$ _____ <i>Per Burial Prep</i>	\$ _____ <i>Per Burial Prep</i>	\$ _____ <i>Per Burial Prep</i>
Casket – Wood / Shaker Pine	\$ _____ <i>Per Casket</i>	\$ _____ <i>Per Casket</i>	\$ _____ <i>Per Casket</i>
Embalming	\$ _____ <i>Per body</i>	\$ _____ <i>Per body</i>	\$ _____ <i>Per body</i>
Casket – 20 Gauge Steel	\$ _____ <i>Per Casket</i>	\$ _____ <i>Per Casket</i>	\$ _____ <i>Per Casket</i>
Basic Grave Liner	\$ _____ <i>Per Grave Liner</i>	\$ _____ <i>Per Grave Liner</i>	\$ _____ <i>Per Grave Liner</i>
Toxicology Testing Collection	\$ _____ <i>Per body</i>	\$ _____ <i>Per body</i>	\$ _____ <i>Per body</i>

Vendor Signature

Region 3 (Southern Region)

PICK-UP LOCATIONS: Holman Correctional Facility, Fountain Correctional Facility, Loxley Work Release, Elba Community Based Facility, Mobile Community Based Facility, and Camden Work Release

Description	Original Contract Period <i>Firm, Fixed Price</i>	First Renewal Period <i>Maximum Price</i>	Second Renewal Period <i>Maximum Price</i>
Transportation Services	\$ _____ <i>Per Mile</i>	\$ _____ <i>Per Mile</i>	\$ _____ <i>Per Mile</i>
Storage Services	\$ _____ <i>Per Day</i>	\$ _____ <i>Per Day</i>	\$ _____ <i>Per Day</i>

Cremation Services	\$ _____ <i>Per Cremation</i>	\$ _____ <i>Per Cremation</i>	\$ _____ <i>Per Cremation</i>
Burial Preparation Services	\$ _____ <i>Per Burial Prep</i>	\$ _____ <i>Per Burial Prep</i>	\$ _____ <i>Per Burial Prep</i>
Casket – Wood / Shaker Pine	\$ _____ <i>Per Casket</i>	\$ _____ <i>Per Casket</i>	\$ _____ <i>Per Casket</i>
Embalming	\$ _____ <i>Per body</i>	\$ _____ <i>Per body</i>	\$ _____ <i>Per body</i>
Casket – 20 Gauge Steel	\$ _____ <i>Per Casket</i>	\$ _____ <i>Per Casket</i>	\$ _____ <i>Per Casket</i>
Basic Grave Liner	\$ _____ <i>Per Grave Liner</i>	\$ _____ <i>Per Grave Liner</i>	\$ _____ <i>Per Grave Liner</i>
Toxicology Testing Collection	\$ _____ <i>Per body</i>	\$ _____ <i>Per body</i>	\$ _____ <i>Per body</i>

Vendor Signature

ATTACHMENT E
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 S. Ripley Street
Montgomery, Alabama 36104**

ADOC RFP #: 2025-01
**Inmate Cremation &
Burial Services RFP**
RFP Hour & Due Date:
4:00 p.m. CST. Nov. 26, 2024.

ATTACHMENT F

RFP CRITICAL DATES

<u>ACTIVITY</u>	<u>DATE</u>
Issue RFP	October 25, 2024
Deadline for Submittal of Questions	November 12, at 4:00 PM., CST
Answers to Questions Posted on ADOC Website and to STAARS	November 19, 2024
Deadline for Submittal of Proposals	November 26, 2024, at 4:00 PM, CST
Contract Review Deadline	Mid January 2025
Contract Review Meeting	Early February 2025

* These dates are best estimates and are subject to change.