

ADOC RFP NO. 2017-01

ALABAMA THERAPEUTIC EDUCATION FACILITY

RESPONSE TO QUESTIONS

1. Will the Department please consider allowing Vendors 10 days to respond to the RFP once the clarifications have been answered?

RESPONSE: Per Section 5.1.b of the RFP, the proposals are due by 4:00 pm CST on June 1, 2017.

2. *[Section 2.1.1] RFP states: The ADOC intends to have a schedule of liquidated damages for failure to perform as required. This schedule shall be negotiated with the successful Vendor(s).*

Question: Will Department please provide a sample schedule of liquidated damages?

RESPONSE: No.

3. *[Section 2.2.y] In the RFP it states "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 awarded contract."*

Would the Department consider eliminating the phrase "used in or" considering that some programming has been developed prior to this contract and is considered Intellectual Property?

RESPONSE: Per Section 2.1.a, "[a]ny exceptions to the specified terms and conditions (of the RFP) must be clearly set forth within Vendor's proposal and are subject to the acceptance of the ADOC." The ADOC reserves the right to approve any deviations and negotiate the terms of the awarded contract with the Selected Vendor. See also Section 1.11.

4. *[Section 2.2.y] Please clarify if the Vendor is able to terminate the contract with 60 days notice.*

RESPONSE: The ADOC reserves the right to negotiate the terms of the awarded contract, including termination provisions, with the Selected Vendor. See Section 1.11.

5. *[Section 3.18] Please confirm that Department will be providing the contracted medical and mental health service vendors and the awarded Vendor will not be responsible for providing any medical or mental health staff.*

RESPONSE: The ADOC will be providing the contracted medical and mental health service Vendors as contemplated in Section 3.18 of the RFP. The Selected Vendor will not be responsible for providing any medical or mental health staff as contemplated in Section 3.18 of the RFP.

6. *[Section 4.7.a] The RFP states "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 resulting 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."

Would the Department consider changing the language to "developed during the term of the contract for" in order to protect the Vendor's Intellectual Property?

RESPONSE: See Response to Question 3.

7. [Section 5.9] On Page 18, the RFP states that "Pretreatment Inmates - Up to three hundred and fifty (350) beds..." On Page 45 the RFP states "Pretreatment Per Diem Rate x 300 x 365."

Please clarify the amount of Pre Treatment Beds the Department is requesting.

RESPONSE: The ADOC is requesting the use of up to three hundred and fifty (350) pretreatment beds.

8. [Section 5.9] The RFP states "Clarification of "Total Cost": Total Cost will be calculated as follows: (Pretreatment Per Diem Rate x 300 x 365) + (Program Per Diem Rate x 400 x 365) + (Price per Square Foot of Vocational Space x 19,000) + (Price per Square Foot of Classroom Space + 18,500) = Total Cost" Should the formula be "Clarification of "Total Cost": Total Cost will be calculated as follows: (Pretreatment Per Diem Rate x 300 x 365) + (Program Per Diem Rate x 400 x 365) + (Price per Square Foot of Vocational Space x 19,000) + (Price per Square Foot of Classroom Space x 18,500) = Total Cost"? Please clarify if Vendor should be adding the Price Per Square foot or Multiplying the Price per Square foot to the 18,500.

RESPONSE: Pursuant to Attachment A, Section IV, Subsections (b) and (c), the Vendor should only provide the Price Per Square Foot for both vocational training space and classroom space. For the purposes of the evaluation criteria in Section 5.9, the ADOC will multiply the Price Per Square Foot of Classroom Space by 18,500.

9. Would the state be agreeable to accepting an alternative cost sheet/method of payment? For example: a fixed rate up to 350 beds and a lower per diem beyond that. Another example could be a tiered per diem rate for beds such that when each unit becomes activated with population a new per diem rate would apply? ie: 350 beds @ \$x per diem, 351 - 500 @ \$y per diem, 501 - 750 @ \$z per diem.

RESPONSE: See Section 2.1.k.

10. [Attachment A, Section IV(e)] Please clarify that this certification to comply with the terms and conditions stated in the RFP will not override any exceptions the Vendor has noted.

RESPONSE: Any exceptions provided in the proposal will be noted in the proposal process. These deviations, however, are subject to acceptance by the ADOC during contract negotiation. See Sections 1.11 and 2.1.a.

11. What is the available funding for the fiscal year?

RESPONSE: This question is not relevant to the RFP.