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Request for Proposal Standard Terms and Conditions

1. Authority

Division 4 of the Department of Finance Administrative Code (Chapters 355-4-1 through 355-4-6), effective October 1, 2022, is incorporated by reference and made a part of this document. To view the relevant provisions of the Administrative Code, visit our website <https://purchasing.alabama.gov/>

2. Prohibited Contacts; Inquiries regarding this RFP

From the Release Date of this Request for Proposal (hereafter referred to as RFP) until a contract is awarded, parties that intend to submit, or have submitted, a Proposal are prohibited from communicating with any members of the Soliciting Party's Team for this transaction who may be identified herein or after the Release Date, or other employees or representatives of the Soliciting Party regarding this RFP or the underlying transaction except the designated contact(s).

3. Nonresponsive Proposals

Any Proposal that does not satisfy requirements of the RFP may be deemed non-responsive and may be disregarded without evaluation. Supplemental information, including information necessary to clarify a proposal, may be required from any offeror.

4. Changes to RFP; Changes to Schedule

The Soliciting Party reserves the right to change or interpret the RFP prior to the Proposal Due Date. Changes will be communicated to those parties receiving the RFP who have not informed the Soliciting Party's designated contact that a Proposal will not be submitted. Changes to the deadline or other scheduled events may be made by the Soliciting Party as it deems to be in its best interest.

5. Expenses of Proposal

An offeror will not be reimbursed for any expenses incurred in preparation of a proposal.

6. Rejection of Proposals

The State reserves the right to reject any and all proposals and cancel this Request if, in its sole discretion, it deems such action to be in its best interest.

7. The Final Terms of the Engagement

Issuance of this RFP in no way constitutes a commitment by the State to award a contract. The final terms of engagement for the service provider will be set out in a contract which will be effective upon its acceptance by the State as evidenced by the signature thereon of its authorized representative. Provisions of this RFP and the accepted Proposal may be incorporated into the terms of the engagement should the

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State so dictate. Notice is hereby given that there are certain terms standard to commercial contracts in private sector use which the State is prevented by law or policy from accepting, including indemnification and holding harmless a party to a contract or third parties, consent to choice of law and venue other than the State of Alabama, methods of dispute resolution other than negotiation and mediation, waivers of subrogation and other rights against third parties, agreement to pay attorney's fees and expenses of litigation, and some provisions limiting damages payable by a supplier, including those limiting damages to the cost of goods or services.

8. Choice of Law; Venue

This Contract will be governed by laws of the State of Alabama and the sole venue for litigation and alternative dispute resolution activities will be the City of Montgomery in the State of Alabama. No other court shall have jurisdiction.

9. Not to Constitute a Debt of the State

The terms and commitments contained in the solicitation, or any contract resulting from this solicitation, shall not constitute a debt of the State of Alabama, the incurring of which is prohibited by Section 213 of the Official Recompilation of the Constitution of Alabama, 1901, as amended.

10. Proration

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the supplier shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

11. Non-appropriation of funds

Section 41-4-144(c) of the Code of Alabama 1975 states: "(c) When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled, and the supplier shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract. The cost of cancellation may be paid from any appropriations available for that purpose."

12. Open Trade/No Boycott

For the term of this contract, supplier represents that it is not currently engaged in, and agrees not to 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.

13. Dispute Resolution

In the event of any dispute between the parties arising from this solicitation and any agreement relating to purchases or leases resulting therefrom, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, supplier's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this contract which are not resolved by negotiation,

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the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. 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 Association.

14. Cancellation

A contract for supplies may be canceled by the Chief Procurement Officer, for justifiable cause, by giving the supplier thirty (30) days written notice. A supplier may request cancellation and the Chief Procurement Officer may grant the request, in his or her sole discretion, if performance is prevented by an act of God, act of War, order of legal authority, or other unavoidable circumstances not attributable to the fault or negligence of the supplier. Contracts for services may be cancelled for justifiable cause by the Chief Procurement Officer by giving the supplier at least 72 hours' written notice. The burden of proof for such relief rests with the supplier. All correspondence pertaining to cancellation of a contract must be addressed to the Chief Procurement Officer with a copy to the using agency.

15. Sales Tax Exemption

Pursuant to Section 40-23-4 (a)(11) of the Code of Alabama 1975, the State of Alabama is exempt from paying sales tax. An exemption letter will be furnished upon request.

16. No Indemnification

Supplier acknowledges and agrees that, under the terms of this solicitation and agreements relating to purchases or leases resulting therefrom, the State is prohibited from indemnifying the supplier. The State does not agree to and will not indemnify the supplier for any reason. The State of Alabama does not release or waive, expressly or implied, the State of Alabama's right to assert sovereign immunity or any other affirmative defense right it may have under law. The State of Alabama shall control the defense and settlement of any legal proceeding on behalf of the State, including the selection of attorneys.

17. Foreign Corporation – Alabama Secretary of State Registration

Section 10A-1-7.01 to -7.14 of the Code of Alabama 1975 require a foreign entity (an out-of-state company/firm) to register with the Alabama Secretary of State's Office before transacting business in the State.

18. Beason-Hammon Alabama Taxpayer and Citizen Protection Act

A contract resulting from this RFP will include provisions for compliance with certain requirements of the Beason-Hammon Alabama taxpayer and Citizen Protection Act, Sections 31-13-1 through 35, Code of Alabama 1975 as follows:

E- VERIFY ENROLLMENT DOCUMENTATION AND PARTICIPATION. As required by Section 31-13-9(b), Code of Alabama 1975 Contractor that is a "business entity" or "employer" as defined in Section 31-13-3, will enroll in the E-Verify Program administered by the United States Department of Homeland Security, will provide a copy of its Memorandum of Agreement with the United States Department of Homeland Security that program and will use that program for the duration of this contract.

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As required by Section 31-13-9(k) of the Code of Alabama 1975, the supplier agrees to the following: “By signing this contract, the contracting parties affirm, for the duration of any agreement that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.”

To enroll in the E-Verify program visit <https://www.e-verify.gov/>

19. Conflict of Law

If any provision of this solicitation and any subsequent award shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this agreement, be enacted, then that conflicting provision shall be deemed null and void.

20. Disclosure Statement

A Proposal must include one original Disclosure Statement as required by Code Section 41-16-82, et seq., of the Code of Alabama 1975. The Disclosure Statement, and information, may be downloaded from the State of Alabama Attorney General’s web site at <https://www.alabamaag.gov/Forms>

21. Certification Pursuant to Act No. 2006-557

Section 41-4-142 of the Code of Alabama 1975 (Act No. 2006-557) provides that every bid submitted and contract executed shall contain a certification that the supplier, supplier, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama State and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid or proposal, the supplier is hereby certifying that they are in full compliance with Section 41-4-142, they are not barred from bidding or entering into a contract as a result and acknowledges that the awarding authority may declare the contract void if the certification is false.

22. Supplier Qualifications

After bid opening, the State reserves the right to request written proof of qualifications including, but not limited to, manufacturer’s reseller authorization, professional licenses, certificates of insurance, etc.

23. Pricing

The State of Alabama reserves the right to conduct analysis based on cost realism and/or price reasonableness for any or all bids as determined necessary in the sole discretion of the Chief Procurement Officer. Such analysis may include requests pursuant to Section 41-4-141 of the Code of Alabama 1975.

24. Product Delivery, Receiving and Acceptance:

In accordance with the Uniform Commerce Code (Title 7 of the Code of Alabama 1975), after delivery, the State of Alabama shall have the right to inspect all products before accepting. The State will inspect products in a reasonable timeframe. Signature on a delivery document does not constitute acceptance by the State. The State will accept products only after satisfactory inspection.

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25. Invoices

Inquiries concerning invoice payments are to be directed to the receiving agency.

26. Late Payments

Penalty for agencies paying invoices late may not exceed the rate charged by State of Alabama Comptroller's Office per Section 41-16-3 of the Code of Alabama 1975 and as established by the Secretary of the Treasury under the authority of 26 U.S.C. §6621.

27. Electronic Payments

Suppliers must accept multiple forms of electronic payment at no additional cost to the State. Payment forms include but are not limited to state issued credit cards, P-cards, EFT or other forms of electronic payment.

28. Supplier Registration

Suppliers may receive bid notices by registering for commodities at the Alabama Buys supplier portal, <https://alabamabuys.gov>

29. Internet Website Links

Internet and/or website links will not be accepted in solicitation responses as a means to supply any requirements stated in this solicitation.

30. Solicitation Responses and Results

The complete solicitation file will be made available for review as provided by (or as outlined) in Section 41-4-115 of the Code of Alabama 1975 and Rule 355-4-1-.04 of the Department of Finance Administrative Code.

31. Exception to Terms and Conditions

Suppliers may place any qualifications, exceptions, conditions, reservations, limitations, or substitutions in their bid or proposal concerning the contract terms and conditions. However, the State is not obligated to accept any changes to the published terms and conditions of the solicitation.

32. Intent to Award

The State of Alabama Office of the Chief Procurement Officer will issue an 'Intent to Award' before a final award is made. The 'Intent to Award' will continue for a period of five (5) calendar days, after which the award will be final provided there are no protests. A detailed explanation of this process may be reviewed in the Alabama Administrative Code – Chapter 355-4-6-.01. All protest communications filed via email must be sent to: protests@purchasing.alabama.gov

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33. Confidentiality

Procurement information is a public record to the extent provided by state law and shall be available to the public. Section 41-4-115 of the Code of Alabama 1975 defines what is exempt from disclosure. Additional rules are included in Rules 355-4-1-.03(4) and 355-4-1-.04 of the Alabama Department of Finance Administrative Code.

34. Click Wrap

The State of Alabama acknowledges that additional terms between the supplier and the State or third-party terms may apply but does not agree to be bound by them unless provided for review and separately agreed to in writing by an authorized official of the State of Alabama. If the purchase or use of the supplies or services provided utilizes a computer interface, no State of Alabama end user shall be deemed to have agreed to any clause by virtue of it appearing in an "I agree" click box or other comparable mechanism ("click-wrap" or "browse-wrap"); rather the terms and conditions, such as End User License Agreements, may only be accepted by inclusion in an agreement and signature by an authorized official of the State of Alabama. If the terms and conditions or any other third-party terms and conditions are invoked through click wrap, execution by any unauthorized individual shall not bind the end user or the State of Alabama to such clause. Any clause which requires the State of Alabama to indemnify another party or clause which assigns jurisdiction to any state other than Alabama which is contained in such click-wrap is deemed to be stricken from the terms and conditions unless expressly agreed in writing and under the signature of an authorized individual.

35. Assignment

Any contract which results from this solicitation shall not be assignable by supplier without written consent of the State of Alabama. Any assignment or other transfer in violation of this provision will be null and void.

36. Debarment and Suspension

Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any governmental department or agency. If supplier cannot certify this statement, supplier must attach a written explanation for review by the Chief Procurement Officer.

37. Merit System Exclusion

It is understood and agreed that supplier is an independent supplier and as such all services rendered by supplier and its agents and employees thereof shall be as an independent supplier and not as an employee, Merit or otherwise, of the State of Alabama, and supplier or its agents and employees thereof shall not be entitled to or receive Merit System benefits.

38. Severability

In the event any provision of this solicitation or resulting contract shall not be enforceable, the remaining provisions shall continue in full force and effect.

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39. Volume of Business

Except as otherwise stated in this solicitation, the State of Alabama cannot and does not guarantee any volume of business.

40. Waiver

The failure of the State of Alabama to require performance of any provisions of this solicitation or resulting contract shall not affect the State's right to require performance at any time thereafter, nor shall a waiver of any breach or default constitute a waiver of any subsequent breach or default nor constitute a waiver of the provision itself.

41. Legislative Contract Review Committee

Personal and professional services contracts with the State may be subject to review by the Contract Review Permanent Legislative Oversight Committee in accordance with Section 29-2-40, et seq. of the Code of Alabama 1975. The supplier is required to be knowledgeable of the provisions of that statute and the rules of the committee. These rules can be found at <https://alison.legislature.state.al.us/contract-review>. If a contract resulting from this RFP is to be submitted for review the service provider must provide the forms and documentation required for that process.

42. Compliance with Ala. Act No. 2023-409.

In compliance with Ala. Act No. 2023-409, by signing this contract, Supplier provides written verification that Supplier, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act. Under Section 2 of the Act, the written verification may be waived if the contracting governmental entity determines based on cost and quality factors that such a waiver is clearly in the best interest of the public.

By submitting a response, I hereby affirm the following:

I acknowledge receipt of the solicitation and all amendments (new rounds). I have read the solicitation and agree to furnish each item or service offered at the price quoted. I will comply with all terms and conditions contained within this solicitation. I have not been in any agreement of collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding. I further certify that I am not barred from bidding or entering into a contract and acknowledge that the State may declare the contract void if this certification is false.

Revised 06/03/2025

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Alabama Department of Public Health (ADPH)

Request for Proposals (RFP)
for
Therapeutic Community Treatment Program

Release Date
September 18, 2026

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Overview and Purpose

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified Suppliers to establish a program that adheres to the Therapeutic Community Model using the one-time \$5 million Opioid Settlement Fund appropriation in Act 2025-255. Services should align with the information outlined in this document, and the program's financial model must demonstrate long-term financial stability.

Organizations applying for this award can submit proposals for up to \$5,000,000.

Eligible Suppliers

Organizations eligible to apply must have a documented track record of at least one of the following:

- At least three years of operating as a Therapeutic Community of significant size
- At least three years of experience operating a recovery program of a significant size
- At least three years of experience operating a treatment program of a significant size

Organizations should have a program director with the following minimum qualifications:

- Work full-time, more than 32 hours per week
- Have full-time responsibility for the quality of treatment appropriateness of programs to be defined in the job description

Supplier must be fully registered in Alabama Buys.

Individuals or organizations that may not respond to this RFP include ADPH employees or current state employees.

Funding Available

Through Act 2025-255, the Oversight Commission on Alabama Opioid Settlement Funds recommended, and the Governor and the Alabama Legislature appropriated \$5,000,000 in one-time Opioid Settlement Funds to "establish a dedicated opioid treatment center using the Therapeutic Community Treatment Model through an RFP."

Funds may be used to purchase or lease a facility and to fund renovations to a facility. Start-up costs, including up to three months of salary, as well as furniture, fixtures, and equipment, are allowed uses of funds.

All payments are on a reimbursement basis pending satisfactory completion of work and approval of submitted invoices and sufficient supporting documentation.

CONTRACT TERMS AND CONDITIONS

State of Alabama laws, rules, and regulations specifically govern the format and requirements of contracts between state agencies and offerors. A pro forma contract and business associate agreement (BAA), if required, is included as Attachment A. If awarded, offeror agrees to meet all state of Alabama required clauses in the contract and BAA, if required.

In order to transact business in the State of Alabama, all organizations must be registered with the Alabama Secretary of State's Office at the time of submission of the RFP.

The resulting contract shall be for an initial term of twelve (12) months, commencing upon the review and approval by the Chief Procurement Officer, the Contract Review Committee, and the Governor, and upon the Governor's signature. The contract(s) may be renewed for

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up to four (4) additional twelve-month renewal periods, subject to satisfactory performance, continued programmatic need, availability of funds, and mutual agreement of the parties, as well as approval by the Chief Procurement Officer, the Contract Review Committee, and the Governor's signature.

Project Description

Therapeutic Communities (TC) are a residential-type model for individuals with chronic substance use disorder (SUD) and addiction. TCs differ from traditional residential treatment in that they are peer-led and focused on behavioral change beyond abstinence from drugs. The goal of TC is care that leads to identity transformation where individuals go through distinct behavioral and/or identity change. The TC framework approaches SUD as a disorder that can be best transformed in community. TC uses the community as a method. Key elements of TC include:

- Community members who actively engage in all aspects of community living
- Community members who adhere to a certain view of living
 - A community that sanctions negative or unwanted behaviors within the community and rewards or reinforces positive/wanted behaviors
 - Leveraging the power of community relationships to elicit and sustain behavioral change which leads to identity transformation over time

The TC model is intended for individuals who require more structured, wraparound supports such as housing, employment, and character or identity development, due to chronic substance use. Individuals served are often facing homelessness, unemployment, incarceration, lack of family or social support, and/or other serious risks alongside their SUD.

Scope of Work

ADPH is seeking a program that aligns with the legislative intent of the one-time \$5 million appropriation. It is the intent of the Legislature that the awarded program should do the following:

- Replicate existing long-term therapeutic model programs
- Demonstrate the adoption of the Therapeutic Community (TC) model
- Provide a comprehensive vocational and workforce reentry plan
- Provide evidence of local community and justice system support
 - Maintain defined performance metrics: enrollment, graduation, relapse prevention, recidivism reduction, and employment outcomes
- Provide quarterly reporting of these metrics to ADPH
- Require individuals to be a part of the program for a minimum of 24 months
 - Provide a secure, clean, and well-maintained facility that passes any required licensing as necessary

Individuals must voluntarily commit to staying in the TC for at least two years. Family members, loved ones, law enforcement, or court officials cannot force an individual to receive services. An important component of the process is that the person needing help has to want the help and ask for it themselves.

INFORMATION REQUESTED FOR SUBMISSION

The response should include the following information:

- I. **Organization Information**
 - A. Name with physical and mailing address

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- B. History of the organization
- C. Organization's experience in adhering to the TCM and other related experience
- D. Staffing Information to include description and qualifications of organization's leadership and Executive Director
- E. Organization chart with description

II. Program or Project Information,

- A. Name and description of program or project, to include whether established or start up program or project
 - B. Describe service delivery, timeline, and service providers
 - C. Location of Program, City and County
 - D. Minimum required time in program for participants
 - E. Admission criteria for services and Admission process
 - F. Referral Sources, if any
 - G. Accreditation Affiliations or Certifications, if any
 - H. Metrics:
 - a. Number of individuals with SUD treated/served each calendar year for the past three completed years. If you do not have this data, please state you do not have the data, the reason you do not have the data, and indicate whether you commit to collecting this data if awarded this RFP.
 - b. Number of individuals who remained sober by length of time (30, 60, 90, 120, 365 days) by calendar year for the past three completed years. If you do not have this data, please state you do not have the data, the reason you do not have the data, and indicate whether you commit to collecting this data if awarded this RFP.
 - c. Number of individuals for the past three completed years who secured employment upon entering the program and within what time frame as well as those who maintained employment and for how long. Please use 30, 60, 90, and 120 days. If you do not have this data, please state you do not have the data, the reason you do not have the data, and indicate whether you commit to collecting this data if awarded this RFP.
 - d. Number of individuals for the past three completed years who graduated from the program and number of individuals who experienced recidivism or incarceration within 365 days of entering the program. If you do not have this data, please state you do not have the data, the reason you do not have the data, and indicate whether you commit to collecting this data if awarded this RFP.
 - I. What are the measurable outcomes/data points you will use to determine success?
- Using these outcomes/data points, what are your goals for the project?
- J. What is the plan to ensure the project has adequate staff?
 - a. List training and education requirements for your staff in order to implement this project or program
 - b. Are there any credentials or qualifications required of your staff to implement this project?
 - K. What is your organization's plan and timeline to develop adequate staffing, facilities, and organizational structure to begin operations in a reasonable time?
 - L. If awarded, what is the estimated start date your organization could begin TC services?

III. Alignment with Therapeutic Community Model, 2 pages maximum

- A. How will this program meet the current needs of Alabamians?

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- B. Describe your Organization's TC model to include the following:
 - a. Describe your organization's perspective of individuals with chronic SUD and your organization's view of right living
 - b. Describe your organization's approach to caring for individuals through the TC model. Please also describe staff roles and functions versus client roles and functions in the TC model
 - c. Describe your organization's view of the community as a therapeutic agent. Please also describe the role of peers, as well as your perspective of outside community contact and privileges, sanctions, and surveillance
 - d. Describe your program's plan for educational and work activities
- C. Describe plans, processes, and policies for admission to the program
- D. Describe your Therapeutic Community's processes or stages of development to include the following;
 - a. What are the stages of therapy
 - b. Describe the introductory period
 - c. Describe the primary treatment stage
 - d. Describe the community re-entry period
- E. Describe plans, processes, and policies for graduation from the program as well as how the program will help individuals safely and successfully re-enter their communities and workforce.
- F. Describe the site and facilities for your organization's Therapeutic Community. Please also describe the surrounding community and whether the community is supportive of this effort.
- G. Will individuals be required to stay in the program for a minimum of two years?
 - a. Describe plans, processes, and policies for anyone leaving before the required length of time for the program
 - b. Describe plans, processes, and policies for anyone wanting to return to the TC after leaving early

IV. Budget

- A. Organization Budgets
 - a. FY24 and FY25 budgets with actuals
- B. Project or Program Budget
 - a. Project or program budget and justifications
 - b. What is your plan for capital facility expenses?
 - c. Provide a plan of how the project/program will become financially self-sustainable and generate revenue.
 - d. What start-up costs are needed?
 - e. List all confirmed and potential funding sources.
 - f. Are there any confirmed or potential funding sources at risk of being revoked or stalled? If so, what is the plan to address this?
 - g. Is there a cost to the individuals served, and if so, what is the cost?
 - h. Provide a revenue production plan for financial sustainability beyond the one-time \$5 million appropriation
 - i. Provide an acceptable plan for adequate staffing, facilities, and organizational structure to begin operations in a reasonable time

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V. Executive Director’s Statement of Understanding – Please state that the Executive Director has read and understands the following:

- a. Funds awarded for this project/program are from a one-time appropriation of \$5 million, and the organization is submitting a detailed financial plan showing how it will become a sustainable program.
- b. Organization must adhere to ADPH policies and procedures for payments and invoices as outlined in the Contract.
- c. ADPH will process payments upon receipt of invoices and adequate supporting documentation for services provided.
- d. The facility(ies) must adhere to any required licensing requirements and/or any other local, state, and/or federal laws and/or regulations.

VI. Required Attachments

Following your proposal, please attach the following documents. Submissions without these attachments will be disqualified.

- A. List of Staff Implementing the Project/Program to include names, titles, and credentials, if any. Include administrative staff if applicable
- B. Copy of the Curriculum of any Training that is required of staff to implement this project/program
- C. Copy of Trauma Training curriculum if your organization has trauma training

If your project/program is certified by any organization or agency, please provide a copy of the certification.

Proposal Format

Page Size: 8.5” x 11”
Font/Size: 12 pt Arial, Times New Roman, or Calibri
Spacing: Single-spaced
Margins: 1” all sides
Page Numbers: Required

Proposal Submission

Suppliers must submit one original hard copy of their proposal and a copy on a USB drive to:

Alabama Department of Public Health
Attn: Finance
RFP: Therapeutic Community Treatment Program
201 Monroe Street, Suite 1050
Montgomery, AL 36104

Deadline for Submission

Proposals must be received by **5:00 p.m. CST, October 13, 2026**. All proposals received after this time will not be considered for award.

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Proposal Evaluation

The Alabama Department of Public Health (ADPH) will evaluate each responsive proposal using the criteria and scoring methodology below. The maximum score is **100 points**. Evaluation will be based on the extent to which the proposal demonstrates the Supplier's ability to successfully establish and operate a Therapeutic Community (TC) program consistent with the requirements and intent of this RFP.

Proposals must satisfy all mandatory eligibility, submission, and attachment requirements before being scored. Submissions without the required attachments will be disqualified as stated in the RFP.

I. Therapeutic Community Model Alignment and Program Design — 20 Points

A. Fidelity to the Therapeutic Community Model — 10 points

The extent to which the proposal demonstrates a clear, credible, and operational understanding of the Therapeutic Community Model, including:

- Community as a method of treatment and behavioral change
- Peer-led community structure and participant responsibilities
- Behavioral expectations, sanctions, reinforcement, and accountability
- Identity and behavioral transformation beyond abstinence
- Clearly defined staff and participant roles
- Appropriate use of community relationships, privileges, surveillance, and outside contact
- Clearly defined stages of treatment, including introductory, primary treatment, and community re-entry phases

B. Program Design and Service Delivery — 5 points

- Admission criteria and process
- Voluntary two-year participation requirement
- Referral and intake processes
- Comprehensive wraparound services
- Educational and work activities
- Graduation and re-entry processes
- Workforce and vocational development
- Plans for individuals who leave early and individuals seeking to return

C. Alignment with Alabama Needs and Legislative Intent — 5 points

The extent to which the proposed program:

- Addresses the needs of Alabamians with chronic SUD

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Addresses homelessness, unemployment, incarceration, lack of support, and other identified risks

Supports the legislative intent of establishing a dedicated opioid treatment center

Demonstrates an understanding of the local population and service environment

II. Organizational Experience, Technical Expertise, and Capacity — 20 Points

A. Relevant Organizational Experience — 8 points

Documented experience operating:

A Therapeutic Community;

A recovery program of significant size; and/or

A treatment program of significant size.

Preference will be given to demonstrated experience that is directly relevant to long-term residential recovery and programming.

B. Leadership and Staffing Qualifications — 6 points

Qualifications and experience of the Executive Director and/or Program Director.

Proposed leadership structure

Staffing levels and role definitions

Required credentials and qualifications

Staff recruitment, retention, training, and professional development

Organizational chart and management capacity

The proposal should demonstrate the ability to maintain adequate staffing throughout implementation and ongoing operations.

C. Organizational Readiness and Implementation Capacity — 6 points

The Supplier's ability to:

Establish the facility and organizational structure

Recruit and train staff

Obtain required certifications/licensure

Begin operations within a reasonable timeframe

Manage a program of the proposed size and complexity

Maintain appropriate administrative, fiscal, and operational controls

III. Outcomes, Performance Measurement, and Continuous Improvement — 15 Points

A. Performance Metrics and Data Collection - 7 points

The quality and feasibility of the Supplier's plan to measure:

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Enrollment

Program retention

Graduation

Sobriety/relapse prevention at 30, 60, 90, 120, and 365 days

Employment attainment

Employment retention at 30, 60, 90, and 120 days

Recidivism/incarceration within 365 days

Other meaningful outcomes identified by the Supplier

The RFP specifically requests historical data for these measures where available.

B. Performance Goals and Reporting — 5 points

The Supplier's plan to establish:

Specific and measurable performance targets

Baseline measures

Methods for collecting and validating data

Clear responsibility for data reporting

A practical process for quarterly reporting to ADPH

C. Continuous Quality Improvement — 3 points

The Supplier's plan to use performance data to identify problems, improve services, and make programmatic adjustments.

IV. Community, Justice-System, and Workforce Partnerships — 10 Points

The strength and feasibility of the Supplier's plan to establish and maintain partnerships with:

Local communities

Criminal justice agencies

Courts and/or justice-system partners

Employers

Workforce development organizations

Education and vocational partners

Treatment and recovery organizations

Other relevant community-based organizations

The proposal should provide evidence of existing or planned community and justice-system support, as specifically identified in the scope of work.

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V. Facility, Safety, and Regulatory Readiness — 10 Points

A. Facility — 5 points

Appropriate location

Adequate capacity

Safe, clean, secure, and well-maintained environment

Suitability for long-term residential programming

Accessibility to employment, education, healthcare, and community resources

B. Licensing, Compliance, and Safety — 5 points

Ability to satisfy applicable licensing requirements

Compliance with applicable federal, state, and local requirements

Policies and procedures addressing safety and security

Risk-management processes

Ability to maintain required documentation and regulatory compliance

The RFP requires the facility to pass required licensing and requires compliance with applicable laws and regulations.

VI. Financial Sustainability and Budget — 20 Points

A. Budget Reasonableness and Alignment — 10 points

Proposed costs are reasonable and necessary

Costs are directly related to the proposed scope of work

The budget is sufficiently detailed and supported by justification

Justification of capital, start-up, personnel, and operating costs as appropriate

The proposed use of the one-time appropriation is clearly explained

B. Long-Term Financial Sustainability — 7 points

The strength and credibility of the Supplier's plan to sustain the program after the one-time \$5 million appropriation, including:

Revenue generation

Confirmed funding sources

Potential funding sources

Diversification of funding

Identification and mitigation of funding risks

Long-term staffing and facility costs

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Financial projections and assumptions

Ability to operate without continued reliance on the one-time appropriation

Long-term financial stability is an explicit purpose of the RFP, and Suppliers are required to provide a revenue production plan for sustainability beyond the one-time appropriation.

C. Financial Management Capacity — 3 points

Historical organizational budgets and actuals

Internal financial controls

Ability to comply with reimbursement requirements

Ability to provide invoices and supporting documentation

Financial risk-management practices

VII. Implementation Timeline and Work Plan — 5 Points

Proposed timeline for:

Facility acquisition or preparation

Licensing/certification

Recruitment and hiring

Staff training

Program development

Community and referral partnerships

Participant recruitment/admission

Launch of services

Achievement of initial performance milestones

The highest scores will be awarded to proposals containing realistic milestones, responsible parties, dependencies, and measurable implementation targets.

TOTAL POSSIBLE SCORE: 100 POINTS

Evaluation Category	Points
I. Therapeutic Community Model Alignment and Program Design	20
II. Organizational Experience, Technical Expertise, and Capacity	20
III. Outcomes, Performance Measurement, and Continuous Improvement	15
IV. Community, Justice-System, and Workforce Partnerships	10
V. Facility, Safety, and Regulatory Readiness	10
VI. Financial Sustainability and Budget	20
VII. Implementation Timeline and Work Plan	5
TOTAL	100

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Discussions may be conducted with offerors who submit proposals determined to be reasonably sufficient for being selected for award, but proposals may be accepted without such discussions. If additional information or discussions are needed with any offeror(s), the offeror(s) will be notified.

Award will go to the proposal that conforms to the solicitation and is the most advantageous to the state, taking into consideration price and evaluation factors.

Contact Information and Technical Assistance

Questions regarding this RFP should be submitted to FinanceRFP@adph.state.al.us by **September 25, 2026, at 5:00 p.m.** Answers will be posted as an amendment in STAARS no later than **October 1, 2026.**