



# Request for Qualifications (RFQ) For Transition Services

Issued March 25, 2024

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Pursuant to §41-4-133 and §14-2-28 of the Code of Alabama, 1975, as amended, the Alabama Department of Finance, Division of Construction Management (“DCM”), on behalf of the Alabama Corrections Institution Finance Authority (“ACIFA” or “Owner”), the owner of the Elmore Specialized Men’s Prison Facility (the “Facility”), being constructed for use by the Alabama Department of Corrections (the “ADOC”), as Lessee (collectively the “State”) is soliciting responses from qualified construction related program management professionals or other professionals with corrections and/or logistics management expertise (“Professional”) that have the capacity to execute the required services for Pre- and Post-Construction Transition Services (“Transition Services”) in their entirety for the new Elmore Specialized Men’s Prison Facility, which is being constructed in Elmore County, Alabama, and for future constructed and/or renovated facilities pursuant to the Alabama Prison Modernization Plan enacted via Act No. 2021-546, now codified at *Ala. Code* §14-2-1 *et seq* (the “Facility”).

The award may be made to one or more professionals and the services will be contracted in accordance with this RFQ and to the extent of any applicable provisions, the Manual of Procedures of the Alabama Division of Construction Management (DCM) and any other applicable state law.

## OWNER

Alabama Corrections Institution Finance Authority  
c/o Alabama Department of Corrections  
Office of the Commissioner  
Attn. Carrie Ellis McCollum, Executive Counsel  
301 South Ripley Street  
Montgomery, AL 36104

## PROJECT

Alabama Prison Program – Pre and Post Construction Transition Services

## ADOC CONTACT

Carrie Ellis McCollum, Executive Counsel  
[carrie.mccollum@doc.alabama.gov](mailto:carrie.mccollum@doc.alabama.gov)  
(334) 239-1315

## **RFQ DUE DATE AND TIME**

The Proposal shall be submitted no later than:

April 26, 2024, at 12:00 p.m. local time. See full schedule below.

All responses must be submitted pursuant to the instructions contained herein. It is the Professional's sole responsibility to ensure that the response is delivered in the manner required in this RFQ by the Due Date and Time. Owner has the right, but not the obligation, to reject any responses not properly delivered.

DCM, on behalf of ACIFA as the Owner and ADOC as the Lessee of the Facilities, is soliciting responses from qualified Professionals who have the capacity to execute the required services in their entirety for the Project.

## **SUMMARY OF PROPOSED SCOPE OF WORK**

The selected Professional (or team of Professionals) will be responsible for Transition Services for the Elmore Specialized Men's Prison Facility currently being constructed by ACIFA as the Owner on state-owned land in Elmore County, Alabama, for use by the ADOC. The Elmore facility being constructed will be a four thousand (4,000) bed men's prison facility composed of approximately 1,438,000 square feet. It will be a complex style facility, housing different classifications of inmates in distinct quadrants of the complex.

The Elmore Specialized Men's Prison Facility will include the following types of inmate classification housing: restricted, close, medium, and minimum-in and minimum-out. In addition, the facility will include all support spaces to operate a prison including, but not limited to, intake, outside/inside administration, educational/programming space, inside/outside food/laundry/maintenance services, warehouse, correctional industries, vocational education, kennel, and staff/public parking.

The total Design-Build construction contract for the Elmore facility is \$1,082,000,000, funded by bond funds and State appropriations.

The selected Professional (or team of Professionals) may also be responsible, at the option of the Owner, for additional transition services for other facilities being constructed and/or renovated in accordance with the Alabama Prison Modernization Plan enacted pursuant to Act No. 2021-546, now codified at *Ala. Code* §14-2-1 *et seq.*

The term of the agreement will be two (2) years with an option to renew for three (3) additional years. The services will be contracted based on negotiation after qualified proposer is selected, with any maximum rates that are established in the Manual of Procedures of the State of Alabama Department of Finance, Real Property Management, Division of Construction Management (DCM), if applicable.

Professional is invited to submit a response to this RFQ if Professional is capable of supplying the work mentioned above and can demonstrate its experience in the following areas.

## **DETAILED SCOPE OF PROFESSIONAL SERVICES**

The objective of the Transition Phase is to ensure a smooth transition to occupancy of the Facility through advance planning, execution and transition to the safe and efficient implementation of operations at the new Facility. The below services and this RFQ should be interpreted as broadly as possible to provide services to support this initiative. Pricing will be negotiated first on services for the Elmore Specialized Men's Prison Facility. Owner reserves the right to negotiate all or a portion of the services solicited.

The solicited services include the following:

### **I. Occupancy Plan and Schedule Planning**

An Occupancy Plan addressing schedule planning for all aspects of advance planning needs for ultimate move-in is required.

The Occupancy Plan must include a schedule indicating critical interfaces for planning, procurement, contracting and/or placement and/or relocation of furniture, equipment, personal property, supplies, or other assets for distribution within the Facility by staff, inmates, contractors or other appropriate parties engaged as part of facility readiness and the provision of services upon occupancy. The Occupancy Plan must consider interface with other Owner and/or contracted parties responsible for delivery and/or installation of other assets from locations throughout the State, and assessment of the need for any additional resources to accomplish the occupancy and move.

The Occupancy Plan should also include a plan for relocation of existing staff and assessment of future staff needs and advance hiring requirements for all categories of staff.

### **II. Develop O&M Materials**

Identification of all essential warranties, guarantees, instructions, operations manuals, and maintenance manuals for all devices, equipment, and fixtures and organization and the associated preparation of an Operations and Maintenance (O&M) Manual(s).

### **III. Prepare Warranty Management Plan**

Preparation of a Warranty Management Plan. This plan will be used during the warranty period to coordinate any necessary corrective action in an efficient and effective manner and to ensure warranty inspections occur as scheduled.

### **IV. Sequencing of Daily Facility Operations and Movement**

Development of software or other functionality for sequencing and video simulation of daily, weekly and monthly operations and movement at the Facility. This sequencing should include daily, weekly and monthly activities for staff and inmates, shift changes, entry and search requirements, inmate movement (to required and additional facility services and/or movement to or from other facilities and initial entry), meal delivery, laundry service, visitors, deliveries, traffic onsite, and the like.

V. Transition to Occupancy and Activation Services

The Owner seeks a full array of Transition and Activation Services with contracted staff. Services solicited include, but are not limited to:

1. Support in forming and kick-off of the Facility Transition Team, including identification of needs for representatives from each area of prison operations/functions, and need for involvement of other State personnel as necessary. Proposer should also be able to provide contracted staff for key positions and to perform critical functions if needed. This may include a contracted Transition Manager.
2. Collaboration with the State's stakeholders at meetings with tasks related to review and approval of transition process and team appointees.
3. Identification of ADOC transition team members involved with tasks related to complete operations plan development for the Facility.
4. Development and drafting of Policies and Procedures tailored to the specifics of the Elmore Complex Facility.
5. Development and drafting of Post Orders for each post within the Elmore Complex Facility.
6. Development and creation of Operational Training and Staffing Plans (in accordance with any applicable pending court orders to be provided during negotiation with selected Professional).
7. Support for implementation of any Computerized Maintenance Management System, including bar tagging of equipment in the Facility and coordination and compliance with State property management requirements or other contacted vendors.

VI. Preparation of a Comprehensive Move Management Plan

Utilizing the Schedule developed, Professional will be expected to prepare a detailed and comprehensive Move Management Plan. The Move Management Plan must include:

- A. Plan for Advance Fulfillment of all Goods and Materials Needed Within the Facility / Full Scope Procurement and Placement Support

The full scope of procurement and placement support services sought as part of the Move Management Plan must include preparation of drawings or depictions of buildings and room layouts for establishment of placement of Fit-Up and other personal property items; development and drafting of specifications for the procurement of items of Fit-Up and other personal property items; procurement through the State system for purchase of goods and non-professional services (i.e., STAARS and/or Alabama Buys) of specified items of Fit-Up or personal property items as specified; management and planning for delivery and installation of items of

Fit-Up or personal property items; coordination of delivery within the complex and tracking of warranty provisions and time frame.

This is intended to address the full scope of procurement planning and execution for personal property items needed to be in place prior to occupancy and should be understood to include services to ensure advance placement and readiness for occupancy. The State will provide all funding for the purchase of these items, but the items will be required to be procured using the State's competitive bid process and under applicable state law.

#### B. Planning for Inmate Movement to the New Facility

This shall include planning for bed assignment and movement of inmates by classification, medical or other special service inmate needs during transfer or upon arrival at the Facility to include:

- a. Staff needs in the Facility during movement, as well as of the facility from which the transfers occur.
- b. Development of a plan for transportation services as needed and support for placement into service of any transportation services equipment acquired.
- c. Assessment and planning/sequencing of any other services needed.

#### C. Reporting and Communications

This should include the development of plans, reports, and control documents to track Transition and advance communications to the public, inmates, family members, state leadership and other stakeholders.

#### D. Training

Prepare Training Manuals and Start Up directions for advance staff training (in written and electronic and video format).

#### E. Human Resources Hiring and Support

Provide any necessary human resources hiring and/or support services for staffing of the Facility to support move-in and initiation of operations.

The Owner reserves the right to request from Proposer additional move-management and support services to include placement, movement, relocation or other facility readiness services or activities involving furniture, equipment, personal property, supplies, staff/human resources or other assets.

The Professional will be expected to work closely as a team member with other project participants and State representatives, including, but not limited to, the Owner, ADOC, current construction Program Management Team, Construction Materials Testing Design

Professionals, Commissioning Design Professionals, and Design – Build or other Construction Team and bring a high degree of cohesion, cooperation, collaboration, coordination, and teamwork to the project. The selected Professional must deliver the project on time and on budget and provide cost-effective capital solutions, innovation, and resource stewardship while executing the program.

**QUALIFICATIONS**

Professional should demonstrate experience in program management or other logistics and planning services for similar projects in size and/or complexity preferably with an emphasis on corrections and/or secure facilities. Professional should also demonstrate experience with procurement, preferably with governmental procurement. To the extent of any state or federal law requirement, Professional and any consultants shall hold current professional licenses and be authorized to conduct business in the State of Alabama.

Professional should further demonstrate experience as follows:

**Section 1: Corporate Information**

The information in Section 1 should be located in the beginning of your submission in the same order as shown in this RFQ.

|   |
|---|
| <b>Contact Details</b>  |
| Company Name  |
| Company Website   |
| Contact Name (Last Name, First Name)  |
| Contact Position / Title  |
| Contact Office Phone  |
| Contact Mobile Phone  |
| Contact Email   |
| <b>General Information</b>  |
| Year Founded  |
| Shareholders / Owners   |
| Location of Headquarters  |
| Additional offices in the following Cities and employees per location   |
| Location of office(s) that will be engaged in the Project   |
| Distance of office to the project site in Elmore County, AL   |
| Number of permanent Employees   |
| List jurisdictions and trade categories in which your organization is legally qualified to do business and indicate registration or license numbers (List any applicable Professional License or certifications held. If a Professional License is required for any proposed service, Professional must have the applicable license or include a licensed individual as part of the Professional’s team). |
| State all certified "Disadvantaged" business classifications (i.e. MBE, WBE, SDVBE, DBE, etc.)  |

| <b>Financial &amp; Legal Information</b>   |
|--|
| Annual revenue of past three years in USD  |
| Combined Annual Revenues for 2021  |
| Combined Annual Revenues for 2022  |
| Combined Annual Revenues for 2023  |
| Combined Forecast 2024   |
| Attach two most recent audited Financial Reports   |
| Professional Liability Insurance   |
| Umbrella Liability with aggregate limit  |
| State your current umbrella liability insurance limit that you carry   |
| On average how many contracts do you execute per year per category?  |
| < \$1,000,000  |
| \$1,000,000 - \$5,000,000  |
| \$5,000,000 - \$20,000,000   |
| \$20,000,000 - \$50,000,000  |
| \$50,000,000 - \$100,000,000   |
| > \$100,000,000  |
| Largest Contract, Date, Contract Value, Project Description  |
| What Percentage of your annual revenue is with repeat customers?   |
| List Top 3 current Projects with contract value. Indicate total value of current backlog.  |
| Who are your Key Clients?  |
| Provide a summary of all lawsuits and/or arbitration or mediation settlements within past five (5) years that your company was or is currently involved in: (Other party's name, dispute value/conflict matter). |
| Include all lawsuits and/or arbitration or mediation settlements, associated with your company, and/or with all affiliates, subsidiaries, and predecessor companies.   |
| Include lawsuits and/or arbitration or mediation settlements of any Principal(s) proposed on this project within past five (5) years who were or are involved, even if outside of the proposed Firm.             |
| Interpret as broadly as possible.  |
| Provide a summary of all failures to perform under a contract in past five (5) years that your company was or is currently involved in: (Other party's name, dispute value/conflict matter).                     |
| Include all failures to perform under a contract associated with your company, and/or with all affiliates, subsidiaries, and predecessor companies.  |
| Include any failures to perform under a contract of any Principal(s) proposed on this project within past five (5) years who were or are involved, even if outside of the proposed Firm.                         |
| Interpret as broadly as possible.  |
| <b>Joint Venture (if applicable)</b>   |
| Does your firm plan to Joint Venture (JV) with another firm for this project?  |
| Which firm do you plan to Joint Venture with?  |
| Will your firm be the majority/controlling partner of the Joint Venture?   |
| Provide detailed information on the structure of the Joint Venture   |

## **Section 2: Relevant Corporate Experience**

| <b>Relevant Experience</b>   |
|--|
| <p>A. Projects listed for Section 2A must be separate and distinct projects.</p> <p>List a minimum of three (3) and a maximum of five (5) projects completed in the last five (5) years involving transition and/or move management services or other logistics services for a project with a total project value of \$ 250 Million or more, preferably in a corrections or other secure facility environment.</p> <p>Include project name, location, owner, owner contact information, contractor, contractor contact information, start date, completion date, completed construction cost, breakdown of overall fee for transition and/or move management or other logistical services, total project square footage. If Joint Venture Partnership experience is included, please be specific to the roles and responsibilities that your company provided.</p> |
| <p>B. Provide a matrix clearly indicating proposed Project Team and their involvement and experience with the Relevant Projects List and any projects listed above. Include a maximum one-page resume of the pertinent qualifications of each key team member (NOT required for administrative personnel) with projects similar in scope, complexity and size and those identified in the Relevant Corporate Experience section outlined above.</p> <p>Response should include the percent of participation in relevant project by individual team member proposed. Project list should include Project Owner References (provide Name, Title, Current Phone Number, and Email Address).</p>   |

## **Section 3: Proposed Project Team**

### **3.1 Project Team**

Provide a proposed Organizational Chart for the Project Team. Clearly identify Name, Title, anticipated level of participation (Full Time, Part Time, Corporate Resource, etc.). Include all positions/skill sets and professional certifications, if any, required for a complete team to perform the requested services.

### **3.2 Minority Business Enterprise Plan**

Pursuant to §14-2-12 *Code of Alabama*, it is the intent of the Owner (in accordance with the enabling legislation) to encourage participation by minority businesses, with a focus on ethnic minority businesses, including prevailing ethnic minority businesses, in all aspects of the construction and/or renovation of the Elmore Specialized Men’s Prison Facility, and for future constructed and/or renovated facilities pursuant to the Alabama Prison Modernization Plan enacted via Act No. 2021-546, now codified at *Ala. Code* §14-2-1 *et seq.*, including for Transition Services.

Professional is encouraged to the greatest extent possible to include participation by minority businesses to include submission of a MBE Plan that demonstrates how the Professional intends to achieve to the greatest extent possible a level of participation by minority businesses, with a focus on minority businesses, including prevailing ethnic



minority businesses, in the performance of the Transition Services. Professional shall not discriminate based on race, color, national origin, sex or disability.

**Section 4: Schedule and Submission Process**

**4.1 Project Schedule**

Time is of the essence for this project. Provide a proposed Staffing Plan and proposed milestone schedule for transition metrics and planning for the duration of the Transition Services Project. Describe in detail the ability to complete the work.

A project schedule established for implementation of the project is included below. Time is of the essence for expediting contracting and issuing a Notice to Proceed.

|                                |   |
|--------------------------------|---|
| March 25, 2024                 | Publication of RFQ to Professionals     |
| April 12, 2024<br>(12:00 P.M.) | Letter of Interest & NDA's Due          |
| April 15, 2024                 | Requests for Information (RFI) End Date |
| April 22, 2024                 | RFI Response Deadline                   |
| April 26, 2024 (12:00 P.M.)    | RFQ Response Submissions Due            |

**4.2 Submission Process.**

**Stage 1 - Letter of Interest/Non-Disclosure Agreement**

Prior to submitting any materials describing your professional qualifications, a Letter of Interest and an executed Non-Disclosure Agreement (NDA - attached to this RFQ as Attachment 1) must be submitted and received by the ADOC Point of Contact. The Letter of Interest and NDA should be emailed to the ADOC Point of Contact by the deadline.

If a letter of interest and NDA is received later than this date and time, they may or may not be considered at the Owner's option.

## Stage 2 - Response to the RFQ

A copy of the Response must be received by the deadline listed above and should contain the information requested in this RFQ in the order discussed above and submitted in the following format:

Responses must be specific and responsive to the criteria set forth in this RFQ. Owner may only score information that is provided in the appropriate section as responsive to a request made by the RFQ. Owner reserves the right, but shall not be required, to review other sections of the RFQ Response by Professional for responsive information.

Separately identify each criterion response listed above by use of a divider sheet with an integral tab for easy reference.

Submit one (1) electronic copy (PDF on disc or USB Drive) and five (5) hard copies of all required qualification information to the ADOC Point of Contact.

Assemble on 8-1/2" x 11" paper with spiral type bindings or staples. DO NOT USE METAL-RING HARD COVER BINDERS.

Note the title of the project on the outside of the package. This includes any packaging added later by a courier such as Federal Express, UPS, or the US Postal Service. Packages not clearly marked with this project title may not be opened and may not be considered for review.

The responses must be received by the date and time listed above. Responses received later than this date and time may not be considered.

Responses may be modified or withdrawn prior to the established due date.

The Professional will absorb all costs incurred in the preparation of a response to the RFQ and interview, if requested by the Owner.

All RFI's must be submitted in writing. Similarly, responses will also be in writing in an Addendum that will be issued to all firms. For questions and additional information, contact the ADOC Point of Contact.

## Stage 3 - Final Contract Negotiations

Final selection will be based on the Criteria as set forth in the RFQ as assessed and graded by the selection committee for the Owner. Owner intends to negotiate price and other contract terms and conditions with the top-ranked Professional. If fair and reasonable contract terms and conditions cannot be established with the top-ranked organization, Owner reserves the right to terminate the negotiation and initiate negotiations with the second-ranked organization, and so on and so forth, until fair and reasonable contract terms and conditions have been established.

Owner reserves the right, at any time during the selection process, to request additional information from any individual, employee or officer, with the organization, their work or projects.

Owner reserves the right to cancel, withdraw or modify the procurement at any time for any reason. The Owner makes no representation it will enter a final contract with any qualified Professional, or that it will contract for all of the services solicited. Owner reserves all other rights by law or set forth in this RFQ.

## **Section 5: Contract**

### **5.1 Project Contract**

Awarded Professional must also agree in the executed Contract to the Minimum Code of Alabama requirements set forth herein and any other terms and conditions required by law. See Section 7 for Minimum Code of Alabama requirements.

## **Section 6: Responsibility to Read and Understand/Other Terms of the RFQ**

By responding to this solicitation, the Professional will be held to have read and thoroughly examined this RFQ. Failure to read and thoroughly examine this RFQ will not excuse any failure to comply with the requirements of this RFQ or any Contract, nor will such failure be a basis for claiming additional compensation. If Professional suspects an error, omission, or discrepancy in this solicitation, or if Professional has questions regarding this RFQ, Professional must notify the ADOC's Point of Contact as provided in this RFQ by the RFI deadline.

1. Reservations - The Owner 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 Owner may seek clarification of the qualifications from any Professional at any time until a binding contractual agreement exists with the selected Professional, and failure of the Professional to respond is cause for rejection. Clarification is not an opportunity to change the proposal. The submission of a proposal confers on Professional no right of selection or to a subsequent contract. This RFP process is for the benefit of the Owner only and is to provide the Owner 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 Owner and made to favor the State.
2. Cost of Preparation - The Owner is not responsible for, and will not pay any costs associated with, the preparation and submission of the Professional's proposal regardless of whether the Professional is selected for negotiations. Any costs associated with this procurement will be the responsibility of Professional and will in no way be charged to the Owner.
3. Entire Agreement - The Contract shall include the provisions in this RFQ and any modifications, addendum, or attachments thereto and may include the relevant portions

of the awarded Professional's proposal that are expressly agreed upon and adopted by the Owner. The Contract must be approved and signed by the appropriately authorized State and Owner officials.

4. Communications

- a) From the date of receipt of notice of this RFQ until a binding contractual agreement exists with the selected Professional, or at such time as the Owner rejects all proposals, informal communications regarding the RFQ and/or the selection process shall cease. Informal communications shall include, but will not be limited to, requests or communications from any Professional to any current ADOC facility, division, employee, or contractor of the ADOC and/or Owner, with the exception of the ADOC's Single Point of Contact, for information, comments, or speculation concerning or relating to this RFQ or information that might afford a Professional an advantage in this procurement. However, nothing in this Subsection is intended to or shall be deemed to affect the operation of ADOC Facilities.
- b) From the date of receipt of this RFQ until a binding contractual agreement exists with Awarded Professional, or at such time as the Owner rejects all proposals, all communications regarding this RFQ between the Owner and the Professional will be formal and, at the discretion of the State, may be required to be in writing, as provided in this RFQ or as requested by the Owner. Formal Communications shall include, but will not be limited to:
  - i. Requests for Information
  - ii. Oral Presentations (at the discretion of the Owner)
  - iii. Negotiations

**Section 7: Minimum Code of Alabama Requirements**

The selected Design Professional must agree to the following provisions in order to enter into a binding contractual agreement with the Owner:

**Debt to State.** It is agreed that the terms and commitments contained herein shall not constitute a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number XXVI. It is further agreed that if any provision of this Agreement 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 in the Agreement shall be deemed null and void. All other terms and conditions shall remain in full force and effect.

**§41-16-82 of the Code of Alabama** requires a disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals submitted to the State of Alabama in excess of \$5,000.

**Alabama Immigration Law.** §31-13-1, et seq. of the Code of Alabama (Alabama Immigration Law) imposes conditions on the award of state contracts. Firms must agree

to fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Professional should review and adhere to these guidelines as appropriate to the project.

**§41-16-5 of the Code of Alabama** imposes conditions on the award of state contracts. Firms must certify that they are 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.

**Economic Boycott.** Ala. Act No.2023-409, imposes other condition on award of state contract. Firms must certify that, without violating controlling law or regulation, the firm 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.

**PREA.** Pursuant to Alabama Code Section 14-11-31 as well as 28 C.F.R. Part 115, the Prison Rape Elimination Act (“PREA”), any type of sexual contact with or sexual harassment of an inmate in the custody of the ADOC by one who is responsible for the care, control, or supervision of inmates – with or without the consent of the inmate – is illegal. Under Alabama law, it constitutes a felony – custodial sexual misconduct. See also, ADOC Administrative Regulation 454, Inmate Sexual Abuse and Harassment Awareness (Prison Rape Elimination Act (PREA)). The ADOC has a Zero Tolerance Policy toward all forms of custodial sexual misconduct, sexual abuse, and sexual harassment. 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 ADOC.

**Alternative Dispute Resolution.** In the event of any dispute between the parties, 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, a party’s sole remedy is the filing of a claim with the Board of Adjustment for the State of Alabama. For any and all other disputes arising under the terms of this Contract which are not resolved by negotiation, 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.

**Independent Contractor.** It is understood that the Professional and its agents and employees are independent contractors and will not be entitled to the benefits of the State Merit System under this Agreement.

**Modifications.** It is understood that this Agreement constitutes the entire agreement of the Parties. Any modifications, renewals, or extensions must be mutually agreed upon in writing by both Parties.

**Termination Privilege.** The ADOC reserves the right to terminate this contract upon thirty (30) days written notice.

**STAARS.** Contractor is required to be registered as a vendor in the State's STAARS accounting system in order to receive payment from the State. It is understood that payments may be delayed at the end of the fiscal year, which shall not be considered a breach. Invoices shall be submitted to the following address:

Alabama Department of Corrections  
Attn: Charles (Chuck) Williams  
301 S. Ripley Street  
Montgomery AL 36104  
[chuck.williams@doc.alabama.gov](mailto:chuck.williams@doc.alabama.gov)