

STATE OF ALABAMA  
DEPARTMENT OF MENTAL HEALTH  
RSA UNION BUILDING  
100 N. UNION STREET  
POST OFFICE BOX 301410  
MONTGOMERY, ALABAMA 36130-1410  
[www.mh.alabama.gov](http://www.mh.alabama.gov)

May 27, 2025

RFP 2026-04

Dear Vendor:

The Alabama Department of Mental Health (ADMH) is soliciting proposals to provide **Background Screening** services. Request for Proposals (RFP) will be accepted until **2:00 pm on Friday, June 20, 2025**.

The submission of a proposal does not guarantee the award of a contract. Any contract resulting from the proposal is not effective until it has received all required governmental approvals and signatures. In addition, the selected vendor shall not begin performing work under this contract until notified to do so by the departmental contracting agent. **Any contract obtained from this RFP will start on October 1.**

When submitting a proposal, please read the entire RFP document and return your proposal in the requested format. All proposals should be submitted in ink or typed and contain an original signature. Submissions should be delivered to:

AL Department of Mental Health  
Office of Contracts & Purchasing  
100 North Union Street, Suite 570  
Montgomery, AL 36104

**MAILING NOTE:** Proposals may be sent via Regular US Postal Service (USPS) Mail, Express/Overnight USPS Mail, commercial delivery service such as FedEx or UPS, or hand delivered by the closing date and time. Emailed or faxed responses are **not** accepted. Also, please note: All US Postal mail, including express/overnight mail that is dispatched to any State agency is processed thru the State mail facility before it is forwarded to the appropriate State agency, thus delaying its arrival to the department. By using the USPS, you assume the risk of delay that may result in your proposal being received late and therefore being determined to be untimely and will not be reviewed. Postmarks of the date mailed are insufficient; the proposal must **physically** be received at the listed office by the date and time specified regardless of the delivery service used. **All proposals received after the deadline will be deemed untimely and will not be reviewed.**

Sincerely,

*Sundra Courtland*

Sundra Courtland  
Office of Contracts & Purchasing

**Organization:** ALABAMA DEPARTMENT OF MENTAL HEALTH (ADMH)

**RFP Closing Date & Time:** **2:00 pm on Friday, June 20, 2025.**  
Review the mailing note.

**RFP Contact Info:** Sundra Courtland  
ADMH  
Office of Contracts & Purchasing  
RSA Union Building  
100 North Union Street, Suite 570  
Montgomery, AL 36104  
Telephone Number (334) 353-7440  
Email: [sundra.courtland@mh.alabama.gov](mailto:sundra.courtland@mh.alabama.gov)

**MAILING NOTE:**

Proposals may be sent via Regular US Postal Service (USPS) Mail, Express/Overnight USPS Mail, commercial delivery service such as FedEx or UPS, or hand delivered by the closing date and time. Emailed or faxed responses are **not** accepted. Also, please note: All US Postal mail, including express/overnight mail that is dispatched to any State agency is processed thru the State mail facility before it is forwarded to the appropriate State agency, thus delaying its arrival to the department. By using the USPS, you assume the risk of delay that may result in your proposal being received late and therefore being determined to be untimely and will not be reviewed. Postmarks of the date mailed are insufficient; the proposal must **physically** be received at the listed office by the date and time specified regardless of the delivery service used. **All proposals received after the deadline will be deemed untimely and will not be reviewed.**

**ADDITIONAL INFORMATION**

1. Who **may not** respond to this RFP? Employees of ADMH and current State employees.
2. In order to transact business in the State of Alabama all businesses domestic and foreign must be registered with the Alabama Secretary of State Office. (Domestic means within the State of Alabama. Foreign means out-of-state.) Website: [www.sos.alabama.gov](http://www.sos.alabama.gov)
3. If contracted with the State of Alabama, all vendors must enroll and actively participate in E-Verify. Website: <https://www.e-verify.gov/>
4. ALL vendor payments are processed thru the State of Alabama Accounting and Resource System (STAARS). All vendors must register with STAARS Vendor Self Service. Website: <https://procurement.staars.alabama.gov/webapp/PRDVSS1X1/AltSelfService>
5. The ADMH reserves the right to reject any and all proposals if RFP instructions are not adhered to, such as: received after deadline (see mailing note), requested # of submissions not received.
6. **Protest** (Effective 10/1/2022): A bona fide prospective bidder or offeror who is aggrieved in connection with the solicitation of a contract may protest to ADMH Director of Purchasing **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 ADMH Director of Purchasing **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 ADMH, 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) ADMH, 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, ADMH 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 a 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 ADMH, after consultation with the head of the 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.

7. **Records Request:** ADMH recognizes and supports the public's right to inspect/request copies of public records in accordance with State law. Many public records and resources are available on the ADMH website: [www.mh.alabama.gov](http://www.mh.alabama.gov) for review. Please view the website prior to submitting a request for records as your request may be satisfied by the information contained therein.

**RFP Submissions:** Three (3)—1 original, 1 copy, and 1 complete copy on a USB flash drive.

**Submit RFP Responses To:**

AL Department of Mental Health  
Office of Contracts & Purchasing  
RSA Union Building  
100 N. Union Street, Suite 570  
Montgomery, AL 36104

## **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 Proposer.

### **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. *Review the Schedule of Events for the RFP.*

### **5. Expenses of Proposal**

A Proposer 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 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 vendor, 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. Dispute Resolution**

In the event of any dispute between the parties arising from this solicitation and any agreement with a dispute involving 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, 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.

**13. 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.

**14. 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.

**15. Internet Website Links**

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

**16. Solicitation Responses and Results**

The complete bid 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.

**17. 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.

**18. 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.

**19. 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.

**20. 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.

**21. 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.

**22. 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.

**23. Volume of Business**

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

**24. 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 vendor 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.

**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 provide each item or service offered. 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 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.

The Alabama Department of Mental Health, hereinafter, referred to as ADMH, was established by Alabama Acts 1965, No. 881, section 22-50-2. Its purpose is to provide for the diagnosis, treatment, rehabilitation, follow up care, prevention and research into causes of all forms of mental or emotional illness, which includes alcoholism, drug addiction, epilepsy, and intellectual/developmental disability. ADMH has the statutory authority to supervise, coordinate, and establish standards for all operations and activities of the state related to mental health and the provision of mental health services.

The ADMH is soliciting proposals from to provide **Background Screenings** within the State of Alabama.

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## SECTION I

### A. Vendor Qualifications:

- At a minimum, must have Fair Credit Reporting Act (FCRA) Basic Certification and Criminal Research Provider Certification.
- Experience working with public/governmental organizations or entities and to those providing the most comprehensive information regarding convictions.

### B. Scope of Work:

1. Complete criminal background screening services on prospective employees with the Alabama Department of Mental Health (ADMH). Background screening services will include, at a minimum:

- Social Security Number Trace for SSN verification.
- Alabama Statewide Criminal to include completed dispositions on felony and misdemeanor cases, as well as all arrest/indictments, including those cases with dispositions other than convictions.
- County Criminal Search for all counties outside of Alabama that have been revealed in the Social Trace for the preceding ten years.
- 10-year Federal Criminal Search to include completed dispositions on felony and misdemeanor cases as well as all arrest/indictments, including those cases with dispositions other than convictions.
- FACIS Level 3 Search, which includes a search for OIG/GSA Healthcare Sanctions.
- Nationwide Criminal Database Search to include completed dispositions on felony and misdemeanor cases, as well as all arrest/indictments, including those cases with dispositions other than convictions.
- Sex/Violent Offender Search.
- Municipal court checks for the city (cities) of work location and city of applicant residence to include completed dispositions on felony and misdemeanor cases, as well as all arrest/indictments, including those cases with dispositions other than convictions.
- On request, a search of Motor Vehicle Records will also be required.

2. Provide Procedures for volunteers and interns to initiate and pay for their background screening with the report returned to the appropriate ADMH location.

3. Provide FCRA Adverse Procedures to ensure the Department's compliance with regulations of the Federal Trade Commission.

4. The cost of the background screening services should be billed at a non-variable fee per screening.



## SECTION II

### A. Proposal Content

#### **Instructions must be followed or responses will not be graded.**

Each proposal is to contain specific responses to each of the following requests and respondents are encouraged to respond fully to each inquiry, but to be as concise as possible. **Each facility proposal must be submitted in a separate envelope.** Submit the response to each item with the item reproduced at the top of the page of the response.

1. Submit a cover letter summarizing your proposal. Limit the cover letter to no more than one page.
2. Attach the Vendor Contact Page.
3. A Table of Contents of the submitted information.
4. Attach vendor information to include:
  - Include previous experience.
  - Include knowledge of the requested services and/or any special training.
  - Include any information pertaining to the respondent's abilities to provide the scope of work for this RFP.
5. Attach a **detailed** budget (i.e.: frequency, pay rate, **or** detailed price list etc.).
6. All pages should be numbered consecutively beginning with **number 1** after the cover letter.
7. Submit Three (3)—1 original, 1 copy, and 1 complete copy on a USB flash drive of your entire proposal. **Note: Make sure at least one copy is single-sided.**
8. Clearly print on the outside of the envelope **RFP 2026-04.**

Your entire proposal must be received at the following address no later than **2:00 pm on Friday, June 20, 2025**. **Please review the mailing note.**

#### **Submit RFP Responses To:**

AL Department of Mental Health  
Office of Contracts & Purchasing  
RSA Union Building  
100 N. Union Street, Suite 570  
Montgomery, AL 36104

The Department of Mental Health assumes no responsibility for expenses incurred in the preparation of the proposal and reserves the right to reject any and all proposals. Additionally, ADMH reserves the right to waive irregularities in any proposals and request clarification of any information and negotiate with the firm and/or individual submitting the best proposal to secure more favorable conditions.

### B. Evaluation Process

ADMH will examine each proposal submitted and may elect to conduct interviews with finalists. The department expects a final selection on or before July 21, 2025.

### **C. Selection Criteria**

Selection shall be based on factors to be developed by the procuring state entity, which may include among others, the following:

1. Vendor's Specialized expertise, capabilities, and technical competence, as demonstrated by the proposed approach and methodology to meet project requirements.
2. Resources available to perform the work, including any specialized services within the specified time limits for the project.
3. Record of past performance, quality of work, ability to meet schedules, cost control and contract administration.
4. Availability to and familiarity with the project locale.
5. Proposed project management techniques.
6. Ability and proven history in handling special project contracts.

### **D. Evaluation Criteria**

Proposals will be evaluated based on their responsiveness to the items contained in the content section of this Request for Proposal. It is expected that the review committee will rate responses according to the following ways:

1. Experience, stability and reputation –35%
2. Understanding of and responsiveness to the Request for Proposal – 15%
3. Expertise and knowledge of the requested of work – 35%
4. Budget and ability to complete project within specified time frame – 15%

### SECTION III SCHEDULE OF EVENTS

#### RFP 2026-04 Background Screenings

The following RFP Schedule of Events represents the ADMH's best estimate of the schedule that shall be followed. Except for the deadlines associated with the vendor question and answer periods and the proposal due date, the other dates provided in the schedule are estimates. ADMH reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. Notification of any adjustment to the Schedule of Events shall be posted on the RFP website at [www.mh.alabama.gov](http://www.mh.alabama.gov) for review.

**Please note the date for submitting any questions. ADMH will not accept any questions after this date. All times are in Central Time.**

Date	Event	Notification
May 27, 2025	RFP Release	USPS, ADMH Website, and STAARs website
June 6, 2025 by 2:00 pm	Deadline for RFP questions. <b>Submit in Word—No tables</b>	Email to <a href="mailto:sundracourtland@mh.alabama.gov">sundracourtland@mh.alabama.gov</a>
June 11, 2025	RFP Q&A to be posted for review	ADMH website <a href="http://www.mh.alabama.gov">www.mh.alabama.gov</a>
June 20, 2025 2:00 pm	RFP Submissions: <b>THREE</b> (3) 1 original, 1 copy, and 1 complete copy on a USB flash drive.	USPS or FedEx or UPS (Review mailing note)
June 20, 2025 2:00 pm	RFP Closing Date	USPS or FedEx or UPS (Review mailing note)
July 21, 2025 Approximately	Notification of selection status	USPS (In writing)
The RFP is posted on ADMH website at <a href="http://www.mh.alabama.gov">www.mh.alabama.gov</a> for review.		
<b>Submit RFP Responses To:</b> AL Department of Mental Health Office of Contracts & Purchasing RSA Union Building 100 N. Union Street, Suite 570 Montgomery, AL 36104		

**RFP 2026-04**  
**CONTACT PAGE**

Enter the agency contact for the RFP and attach after the cover letter.

Vendor's Legal Name	
Street Address	
City, State & Zip Code	
Contact Person	
<u>Contact Phone</u>	
Email	

Rev 3/20/2025