

**CITY OF BIRMINGHAM, ALABAMA**

**COMPREHENSIVE OPIOID  
SETTLEMENT  
REQUEST FOR PROPOSALS (RFP)**

**RFP #2025-001 – Opioid Prevention, Treatment, and Recovery Services**

The City of Birmingham is seeking proposals for a comprehensive Opioid Abatement Program to remediate the impact of the opioid crisis within our city. The City of Birmingham is committed to combating this epidemic through a comprehensive approach which encompasses education, treatment, prevention, outreach, harm reduction, and recovery support. We invite qualified organizations to submit proposals for the development and implementation of an Opioid Abatement Program which prioritizes collaboration and evidence-based strategies to treat, prevent, and reduce opioid use disorder, opioid-related overdoses, deaths, and associated harm in the City of Birmingham.

**Background**

Opioid use disorder and opioid-related overdoses have evolved into a public health crisis in the City of Birmingham and across the country. The drastic rise in opioid-related overdoses and deaths has created a tremendous burden on the City's healthcare system, its law enforcement agencies, as well as its social service providers. The opioid crisis has claimed lives, devastated families, and made an overwhelming impact on each of the city's 99 neighborhoods. The City of Birmingham recognizes the urgent need to address this crisis through a comprehensive, coordinated and evidence-based approach designed to improve opioid-related outcomes for all residents of Birmingham, including those groups disproportionately or most impacted by the opioid epidemic.

**Termination of Contract**

Failure to adhere to any or all terms, conditions, and specifications as set forth in the any awarded Agreement as a result of this RFP may result in the immediate termination of the Agreement. Any violation of the Agreement shall constitute a breach and default of the Agreement. Should termination occur, the holder of an Agreement may be declared a "non-responsible proposer." This declaration may result in the rejection of any future proposals submitted by the proposer, for a period of time, to be determined by the City.

Irrespective of any default hereunder, either party may also, at any time in their discretion, terminate this Agreement, in whole or in part, by giving the other party sixty (60) days written notice thereof and in such event, Proposer shall be entitled to receive compensation specified

herein for all work completed prior to such sixty (60) days’ notice of termination or cancellation, delivered or not yet delivered to the City. Proposer shall also be entitled to compensation for all subsequent work requested by the City and delivered by Proposer, after notice of termination. For any work partially completed at the date of termination, such work will be compensated on a prorated basis, as mutually agreed upon.

**Timeline**

To ensure a transparent and well-structured selection process, the following timeline will be followed:

Activity	Date
RFP Release Date	June 16, 2025
Deadline for Questions	June 23, 2025
Proposal Submission	June 30, 2025
Proposal Review and Evaluation	July 1-July 14, 2025
Notification of Selected Applicants	July 18, 2025
Contract Negotiations and Execution	July 21-July 25, 2025
Anticipated Project Start Date	July 28, 2025

**Note:**

- All deadlines are 5:00 PM central time (standard or daylight savings time, as applicable), unless otherwise specified.
- The City of Birmingham reserves the right to adjust the timeline if necessary. Any changes will be communicated to all applicants in a timely manner.

**Additional Information:**

- Questions regarding this RFP should be submitted in writing via email to Alanah Melton at Alanah.Melton@birminghamal.gov by the specified deadline.

- Sealed proposals marked “**Opioid Prevention, Treatment, and Recovery Services**” will be received by the Office of the Mayor, Third Floor, City Hall, 710 North 20<sup>th</sup> Street, Birmingham, Alabama 35203.
- The Proposed Vendor must provide an original and three (3) copies of the proposal.
- Proposals submitted via electronic devices (i.e. facsimile and email) are not acceptable and will be rejected upon receipt.
- Late submissions will not be considered.
- The City is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City, or any other means of delivery employed by the Proposer. Similarly, the City is not responsible for, and will not open, any bid/proposal responses which are received later than the date and time indicated above. Late bids/proposals will be retained in the bid/proposal file, unopened.

By adhering to this timeline, the City of Birmingham aims to facilitate a fair and efficient selection process, ensuring that the Opioid Abatement Comprehensive Program is implemented in a timely manner to address the urgent needs of the community.

### **Scope of Work**

The selected organization will be responsible for developing and implementing a comprehensive Opioid Abatement Program that addresses the following key areas:

- **Prevention:** Develop and implement evidence-based opioid use reduction and opioid misuse prevention programs targeting at-risk populations, including youth, individuals with a history of substance abuse, individuals with co-occurring mental health challenges, and those prescribed opioids for pain management.
  - School-based programs: Implementing evidence-based curricula on opioid misuse prevention, related behavioral health challenges, decision-making, stress management, peer resistance skills, and identifying and responding to opioid overdose, targeting various age groups and addressing risk factors such as depression and anxiety; concerns about academic underperformance; diminished school engagement; or peer relationships involving substance

use.

- Community awareness campaigns: Creating and implementing multimedia campaigns aimed at raising public awareness about the dangers of opioid misuse, promoting safe medication disposal methods, and providing information on available support and remediation resources
  - Prescription drug monitoring programs: Strengthening and expanding prescription drug monitoring initiatives to detect and tackle possible overprescribing and diversion of opioids.
  - Youth-focused initiatives: Developing specialized initiatives for vulnerable youth, such as mentorship opportunities, extracurricular activities, mental health assessments, and peer support networks.
- **Treatment:** Expand access to and improve the quality of treatment services for opioid use disorder, encompassing medication-assisted treatment (MAT), behavioral therapies, and other evidence-based interventions.
    - Medication-Assisted Treatment (MAT): Expanding access to medication-assisted treatment (MAT) programs that integrate medication, counseling, and behavioral therapies to effectively address opioid use disorder.
    - Outpatient treatment: Providing individual and group therapeutic support, cognitive-behavioral interventions, and techniques to prevent relapse in outpatient settings.
    - Residential treatment: Providing comprehensive, holistic treatment programs in residential settings, including detoxification, intensive therapy, and life skills training.
    - Telehealth services: Leveraging technology to provide remote access to treatment services, particularly for those living in isolated or inadequately served communities.
  - **Harm Reduction:** Implement harm reduction strategies to decrease fatalities and emergencies linked to opioid use, including expanding availability of naloxone and syringe exchange initiatives.
    - Naloxone distribution and training: Expanding access to the opioid overdose reversal naloxone, along with educating at-risk individuals and their family

members on proper administration techniques.

- Syringe exchange programs: Implementing syringe exchange initiatives to combat the transmission of contagious illnesses and offer accessibility to services that mitigate potential harm.
  - Overdose prevention education: Facilitating workshops and instructional programs on identifying and addressing opioid overdose situations, highlighting the critical need to contact emergency services immediately.
  - Safe consumption sites: Investigating the viability of implementing supervised consumption facilities (where legally permissible) to offer a controlled space for people who use substances, minimizing overdose dangers and limiting disease spread.
- **Recovery Support:** Provide comprehensive recovery support programs for people overcoming opioid dependence, encompassing peer counseling, shelter aid, and vocational guidance.
    - Peer support groups: Facilitating peer-led support groups that enable participants to exchange personal experiences, offer encouragement, and cultivate a network of mutual support.
    - Sober living homes: Establishing or collaborating with recovery residences to offer a secure and structured housing option for those moving from rehabilitation programs toward independent living arrangements.
    - Employment assistance programs: Offering career development assistance, resume building, and professional coaching to support those in recovery as they enter the workforce and establish economic independence.
    - Family support services: Offering therapeutic support, education, and resources to families and households affected by opioid dependency, fostering recovery and emotional strength.

We acknowledge that each organization brings unique capabilities and strengths to the table. Therefore, we invite applicants to concentrate their proposals on domains where they can showcase their strongest competencies and likelihood of creating meaningful change. Even if an applicant chooses to focus on one or two specific areas, their submission should recognize the larger landscape and illustrate how their proposed initiative integrates into a holistic strategy for combating the opioid crisis.

## **Eligibility**

Organizations with experience in addressing opioid misuse and addiction are encouraged to apply. This includes, but is not limited to:

- Non-profit organizations
- Harm reduction providers
- Treatment providers
- Recovery support organizations
- Faith-based organizations
- Community coalitions

Organizations must be able to demonstrate their eligibility for city funds and meet the criteria of a qualified vendor, which includes:

- Ability to perform successfully under the terms and conditions of the RFP.
- Compliance with all applicable laws and regulations.
- No history of violations related to public contracts.
- Possession of valid licenses and insurance as required.
- Up-to-date financial and legal standing.

## **PROPOSAL REQUIREMENTS**

### **Statement of Work**

Proposals should be clear, concise, and address all aspects of the RFP. The proposal should not exceed 25 pages, excluding the cover page, abstract, budget, and any supporting documentation or appendices. Proposals exceeding this limit may be disqualified.

#### **A. Cover Page**

- Legal Name of Submitting Agency: [Agency Legal Name]
- Contact Person: [Contact Name]
- Address: [Agency Address]
- Phone Number: [Contact Phone Number]
- Fax Number: [Contact Fax Number]
- Email: [Contact Email]
- Date of Submission: [Date]
- Area of Focus: [City, District, or Community]

#### **B. Abstract**

- Prevention Focus: Opioid Use Disorder and secondary substance use (underage

drinking, vaping, etc.)

- Priority Addressed: [Specific priority identified by county, city, or community]
- Prevention Strategies: [Outline of strategies to address the identified priority]
- Target Population: [Specify the primary focus, e.g., high-risk population, college students, etc.]
- Goals Overview: [Concise summary of project goals related to the priority]
- Anticipated Number Served: [Estimate of individuals to be reached by county, city, or community]

### **C. Organizational Capacity and Project Overview**

1. **Organization Description:**
  - o Brief history and mission
  - o Key programs and services related to substance use prevention and treatment
2. **Capacity and Experience:**
  - o Staff expertise and qualifications
  - o Experience with similar projects and evidence of successful outcomes
3. **Project Purpose and Services:**
  - o Clear articulation of project goals and objectives
  - o Description of specific services to be provided
  - o Explanation of how services will be delivered
  - o Emphasis on science and data-driven approach
4. **Target Population:**
  - o Detailed description of the population to be served
  - o Estimated number of individuals
  - o Relevant demographic information

### **Continuation Funding Awards (if applicable)**

- **Documented Outcomes from Prior Funding:**
  - o Number served (with demographics)
  - o Prevention outcomes achieved
  - o Prescription drug take-back collection amounts
  - o Harm reduction/naloxone distribution data
  - o Participation measures

### **D. Goals**

1. **SMART Goals:**
  - o Clearly defined and measurable goals with specific timelines
2. **Process and Activities:**
  - o Detailed description of steps to achieve goals and deliver services

3. **Expected Outcomes and Measurement:**
  - o Identification of anticipated project outcomes
  - o Explanation of how outcomes will be measured and tracked

## **E. Need**

1. **Need Description and Project Alignment:**
  - o Quantitative and qualitative data demonstrating the need
  - o Clear explanation of how the project will address the identified need
  - o Overview of current organizational efforts to address the need
2. **Innovation:**
  - o Description of how the project's approach is unique and innovative
3. **Barriers and Mitigation:**
  - o Identification of potential challenges to implementation
  - o Strategies to overcome these barriers

## **F. Resources**

1. **Key Staff and Roles:**
  - o List of key personnel and their responsibilities
  - o Relevant experience of each staff member
2. **Additional Resources and Funding:**
  - o Description of other resources that will support the project
  - o List of relevant funding sources for associated programming
3. **Collaboration and Non-Duplication:**
  - o Explanation of how the organization will collaborate with others
  - o Strategies to ensure activities are not duplicated

## **G. Sustainability**

1. **Sustainability Plan:**
  - o Detailed plan for sustaining project activities and outcomes beyond the grant period
  - o Description of how the grant funding will lead to sustained, enhanced, or expanded work

**H. Data Collection and Evaluation:** Develop and implement a robust data collection and evaluation system to track program outcomes and inform ongoing program improvement efforts.

The City of Birmingham recognizes the critical role of data in assessing program effectiveness and fostering ongoing enhancement. Proposals must incorporate a comprehensive plan for data collection, analysis, and reporting that aligns with the following guidelines:

## Data Collection

- **Standardized Measures:** Utilize validated and reliable data collection tools and metrics that are consistent with industry standards and best practices.  
Examples include:
  - o **Prevention:** Surveys assessing knowledge, attitudes, and behaviors related to opioid misuse, pre- and post-intervention.
  - o **Treatment:** Client treatment retention rates, changes in substance use patterns, and improvements in mental and physical health.
  - o **Harm Reduction:** Number of naloxone kits distributed, overdose reversals, and linkages to treatment.
  - o **Recovery Support:** Measures of housing stability, employment status, and participation in recovery support activities.
- **Data Management System:** Implement a secure and efficient system for collecting, storing, and analyzing program data, ensuring compliance with data privacy regulations (e.g., HIPAA, FERPA).
- **Data Quality:** Establish procedures to ensure data accuracy, completeness, and consistency.

## Evaluation Plan

- **Clear Goals and Objectives:** Clearly articulate program goals and objectives with measurable outcomes tied to specific data metrics.
- **Evaluation Design:** Detail the proposed evaluation methodology, including:
  - o **Data collection methods:** Surveys, interviews, focus groups, administrative data, etc.
  - o **Data analysis plan:** Statistical methods or qualitative analysis techniques to be used.
  - o **Strategies for ensuring data quality and validity.**
- **Process Evaluation:** Assess the fidelity of program implementation and adherence to evidence-based practices.
- **Outcome Evaluation:** Measure the impact of the program on key outcomes, such as:
  - o **Decreased opioid overdose rates and mortality.**
  - o **Increased access to and engagement in treatment and recovery services.**
  - o **Improved quality of life for individuals in recovery and their families.**
  - o **Reduced stigma associated with opioid use disorder.**
  - o **Enhanced collaboration among community stakeholders.**

## Reporting Requirements

- **Quarterly Progress Reports:** Detail program activities, outputs, outcomes, and any challenges encountered.

- **Annual Evaluation Report:** Provide a comprehensive analysis of program data, conclusions regarding effectiveness, and recommendations for future improvements.
- **Data Sharing:** Share de-identified data with the City of Birmingham in an agreed-upon format and frequency to enable citywide data analysis and inform policy decisions.

I. Budget and Funding

- **Budget and Funding:** The City of Birmingham has allocated a total of up to \$1,500,000.00 to fund the Opioid Abatement Comprehensive Program. Applicants are encouraged to submit proposals with financial breakdowns that show efficient use of resources and correspond to the funding allocation.
- **Funding Contingency:** All contracts awarded under this RFP are contingent upon the availability of allocated funds. The continuation of any project or program initiated through this RFP is subject to the availability of one-time funding and is not guaranteed beyond the initial contract period.
- **Budget Narrative:** Applicants are required to submit a detailed budget narrative that justifies all proposed expenditures. The narrative should clearly explain how each budget item relates to the proposed program activities and how the funds will be used to achieve the program goals. It is essential to provide a breakdown of costs, including personnel, supplies, equipment, travel, contractual services, and other operational expenses.
- **Cost-Effectiveness:** Proposals will be evaluated not only on the merits of the proposed program but also on their cost-effectiveness. Applicants should demonstrate how their proposed budget will maximize the impact of the program and achieve the desired outcomes within the allocated funding.

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- **Additional Funding Sources:** While the City has allocated up to \$1,500,000.00 for this program, applicants are encouraged to explore and leverage additional funding sources, such as grants, private donations, or in-kind contributions, to enhance the scope and sustainability of their proposed programs.

Note: The City of Birmingham reserves the right to negotiate the final budget with the selected applicant(s) to ensure the most efficient and effective use of available funds.

**Evaluation Criteria and Weighting:**

Proposals will be evaluated based on the following criteria, with assigned weights reflecting their

relative importance in the selection process:

Criterion	Weight	Description
Alignment with City Goals	30%	The extent to which the proposal aligns with the goals and objectives outlined in this RFP and the City of Birmingham's Opioid Abatement Comprehensive Plan.
Evidence-Based Approach	25%	The use of evidence-based strategies and interventions that have demonstrated effectiveness in addressing the opioid crisis.
Innovation	10%	The degree to which the proposal demonstrates creativity and innovation in addressing the complex challenges of the opioid crisis.
Collaboration	10%	The extent to which the proposal fosters collaboration and coordination among various stakeholders, including healthcare providers, community organizations, and individuals affected by the opioid crisis.
Sustainability	10%	The potential for the proposed project to be sustained beyond the initial funding period, including strategies for securing additional funding or resources.
Budget and Cost-Effectiveness	5%	The reasonableness and cost-effectiveness of the proposed budget, demonstrating efficient use of allocated funds.
Organizational Capacity	5%	The applicant's demonstrated experience, qualifications, and capacity to implement the proposed project successfully, including relevant staffing and infrastructure.
Cultural Competency & Equity	5%	The applicant's demonstrated understanding of and commitment to cultural competency, health equity, and addressing the diverse needs of the target populations, including racial, ethnic, linguistic, and cultural minorities.

**Total** 100%

*Each proposal will be evaluated and scored by a review committee based on the above criteria. The committee will assign scores and tabulate them for each proposal.*

### **Target Population**

The primary target population for this RFP is any district within the City of Birmingham that is experiencing the devastating effects of the opioid crisis. Proposals must demonstrate a clear

understanding of the priority to support efforts that prevent or reduce overdose deaths and other opioid-related harms.

While addressing the broader community impacted by the opioid crisis, proposals should consider the following high-risk and vulnerable populations within the City of Birmingham:

- **High-Risk Youth:** This includes adolescents and young adults who may have heightened vulnerability to opioid abuse owing to elements like social influence from peers, insufficient availability of positive stress management resources, and experiences with traumatic events.
- **Homeless Population:** Individuals experiencing homelessness frequently encounter numerous obstacles that heighten their susceptibility to opioid dependence and substance abuse, such as housing instability, restricted healthcare access, and disconnection from social support networks.
- **Military Families:** Military personnel, those who have served, and their loved ones could experience heightened vulnerability to opioid dependency and substance abuse resulting from circumstances like battlefield trauma, bodily wounds, and psychological difficulties.
- **Individuals with a History of Incarceration:** People recently released from incarceration are at a notably higher danger of overdose, influenced by elements including reduced tolerance levels, restricted treatment options, and social stigma.

### **Contractual Limitations:**

### **Contract Duration and Renewal**

- **Initial Contract Period:** The initial contract awarded under this RFP shall have a duration of one year, commencing upon execution and expiring on June 30th of the following year, aligning with the end of the city's fiscal year.
- **Performance-Based Renewal Option:** The City of Birmingham reserves the right to extend the contract for up to two additional one-year periods, contingent upon:
  - o Satisfactory performance by the Contractor in meeting program objectives and deliverables as outlined in the contract and evaluated through the agreed-upon data collection and evaluation plan.
  - o Availability of funding allocated for the Opioid Abatement Comprehensive Program in subsequent fiscal years.
  - o Mutual agreement between the City and the Contractor to continue the partnership.
- **Renewal Evaluation:** The decision to renew the contract will be based on a comprehensive review of the Contractor's performance, including:
  - o Achievement of program goals and objectives.
  - o Quality and effectiveness of services provided.
  - o Adherence to budgetary guidelines and cost-effectiveness.

- o Collaboration and communication with the City and other stakeholders.
- o Demonstrated commitment to continuous improvement and data-driven decision-making.

### **Submission Requirements**

- Proposals must be submitted by June 20, 2025 to 710 North 20th Street, Birmingham, Alabama 35203.
- All proposals will be reviewed by City so that a recommendation may be made for consideration by the City Council. All information submitted may be used in the evaluation of a proposal.
- Proposals must be submitted in a sealed envelope marked RFP #25-001 “Opioid Prevention, Treatment, and Recovery Services”, by 5:00 P.M., 06/20/25. Proposals may be hand delivered to the Office of the City Attorney, Suite 600 Sixth Floor, City Hall, 710 North 20th Street, Birmingham, Alabama, or mailed to City of Birmingham, 710 North 20th Street, Birmingham, AL 35203. Proposals mailed in (i.e. USPS, Federal Express, UPS, Airborne, etc.) must specify delivery to Room 600, 6th Floor-City Hall.
- The Proposed Vendor must provide an original and three (3) copies of the proposal.
- Proposals will be accepted until 5:00 PM central time (standard or daylight savings time, as applicable) on **Monday, June 30 2025. RFPs submitted after these dates and times will not be considered.**
- The City reserves the right: (1) to cancel this RFP at any time for any reason; (2) to accept or reject any and all proposals; and (3) to request additional information prior to or upon the final selection of a contractor.
- In its selection of a proposal, the City reserves the right to negotiate with any or all selected bidders including without limitation by negotiating all or portions of different proposals or by requesting additional offers from any or all selected bidders, and to waive requirements of the RFP if it is in the best interest of the City to do so. The final proposed agreement will be subject to approval by the Council of the City of Birmingham.

### **Questions**

- Questions concerning this RFP and the specifications are to be submitted in written form to Alanah.Melton@birminghamal.gov or by fax (205) 254-2926. All questions must be received by 5:00 p.m., June 26, 2025. Questions received and the City's response to each question will be posted on the internet as an addendum

www.birminghamal.gov (go to link titled Employment and Bidding, then click on Bidding Opportunities). No Verbal Communication Shall Be Considered or Construed as the City official response.

### **Review Criteria:**

- The City of Birmingham (City) retains the discretion to request necessary amendments to proposals, reject any or all proposals received, or cancel this Request for Proposals (RFP) in its entirety, as deemed in the best interest of the City.
- Furthermore, the City reserves the right to waive any informality within this process, provided such action aligns with the best interest of the City. In instances where the City exercises its right to waive an informality, such waiver shall not modify the RFP requirements or absolve the applicant from full compliance with the resulting contract.
- All proposals that successfully meet the submission requirements will undergo evaluation based on the criteria specified in each section of the Statement of Work.

### **Governing Law/Dispute Resolution**

Contract awards to purchase the materials covered in this proposal document shall be construed under and governed by the laws of the State of Alabama and each party hereto irrevocably agrees to be subject to the jurisdictions of the courts of the State of Alabama.

### **Payment Terms**

The City's standard payment term is Net-30 days from acceptance. Exception may be allowed for discounted early payment, such as 2%-10, Net 30 Days. The reference date for all such discounted early payment terms will be the date the invoice is received or the date the goods are received, whichever is later. In the event of a dispute the City's records shall prevail. The City will not consider any proposals requiring C.O.D. payments.

### **Reduction in Cost**

Proposer agrees that the City of Birmingham will be charged no more for item(s) proposed than the State of Alabama, and that in the event of a price reduction; the City will receive the benefit of such reduction on any undelivered portion of contract.

**Successful proposer acknowledges and agrees that the City has the right to deduct from total amount of consideration to be paid, if any, to the successful proposer under this agreement all unpaid, delinquent, or overdue license fees, taxes, fines, penalties, and other amounts due the City from the successful proposer.**

### **Conflict of Interest**

Proposer covenants and declares that it has not, and will not, acquire any interest, directly or indirectly, in any property acquired by the City during the term of this Agreement. Proposer warrants and covenants that it presently has no interest in, nor shall any interest be hereinafter acquired in, any matter that will render the services required under this Agreement a violation of any applicable Federal, State or local law. In the event that any conflict of interest should hereinafter arise, Proposer shall promptly notify the City in writing of the existence of such conflict of interest.

### **Non-Discrimination Policy**

During the performance of this contract, the Proposed Vendor agrees as follows:

1. "The proposer" shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, gender identity, sexual orientation, disability, familial status, or national origin. "The proposer" will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, gender identity, sexual orientation, disability, familial status, or national origin. Such action shall include but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. "The proposer" agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. In the event of "the proposer's" noncompliance with the nondiscrimination clauses of this Agreement, this Agreement may be canceled, terminated or suspended in whole or in part and "the proposer" may be declared ineligible for further municipal contracts.

### **Disadvantaged Business Enterprise (DBE)**

Proposer acknowledges and agrees that consistent with federal law and City's public policy, it will encourage disadvantaged business enterprise (DBE) participation to the extent permitted by law. A "disadvantaged business enterprise" is a for-profit small business concern (i) at least 51% owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51% of the stock is owned by one or more such individuals; and (ii) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it. In accordance with federal law, a "socially and economically disadvantaged individual" includes African Americans, Hispanic Americans, Native Americans, Asian Americans, women, and any additional groups designated as socially and economically disadvantaged by the federal Small Business Administration.

The City encourages minority and women owned business participation. As a matter of public policy, the City makes opportunities available to the maximum extent possible, to actively include Historically Underutilized Business Enterprises (HUBE's).

## **Form W-9**

Any successful proposer who is not currently set up as a vendor in the City of Birmingham vendor file will be required to submit a completed W-9 tax form prior to any award. The W-9 tax form may be submitted with your proposal or no later than seven (7) business days of receipt of notice of intent to award.

## **Business License**

In the event you receive a notification of intent to award letter, proposer must provide the City of Birmingham with a copy of his/her current City of Birmingham business license no later than seven (7) business days of receipt. Failure to submit the requested information will result in revocation of the notice of intent to award. A copy of his/her license may be submitted along with the RFP.

## **Public Disclosure**

Subject to applicable law or regulations, the content of each Proposer's Proposal shall become public information upon the effective date of any resulting contract.

## **Telegraphic/Electronic Proposal Responses**

Proposal responses sent by electronic devices (i.e., facsimile machines and email) are not acceptable and will be rejected upon receipt. Proposers will be expected to allow adequate time for delivery of their proposed responses either by airfreight, postal services, or by other means.

## **STATEMENT OF COMPLIANCE WITH CODE OF ALABAMA SECTION 31-13-9**

Proposer shall participate in the E-Verify program as required under the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Proposer agrees to comply with all applicable provisions of the Act. As a condition for the award of any contract, Proposer shall provide documentation establishing that the Proposer is enrolled in the E-Verify program, or a signed, written statement that the Proposer does not have a presence (one or more employees) in the State of Alabama. Proposer may submit applicable documentation with his/her proposal or no later than seven (7) business days of receipt of notice of intent to award.

The successful proposer agrees that signing this Contract, the contracting parties affirm, for the duration of the 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 the provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

## **Single Proposal**

If a single response is received for this proposal, the proposal will be rejected in accordance with Title 41-16-50-(a) of the Code of Alabama. The proposal will be opened but will not be read publicly. We will proceed with negotiations for a lower price with the rejected Proposer and other Proposers by means of sealed quotes. The rejected Proposer's initial offer will not be disclosed to other Proposers, prior to the awarding of a contract. The award will be made to the company offering the lowest negotiated quotation, provided that all conditions and specifications required by the City are met.

## **Negotiations**

The City of Birmingham reserves the right to enter into contract negotiations with the selected Proposer. If the City and the selected Proposer cannot negotiate a successful contract, the City may terminate negotiations and begin negotiation with the next selected Proposer. This process will continue until a contract has been executed or all proposals have been rejected. No Proposer shall have any rights against the City arising from such negotiations.

## **Prohibition Against Boycotting**

By signing this contract, the Proposer certifies that it is not currently engaged in, and for the duration of this agreement will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state enjoys open trade.

## **Invoicing**

If an invoice does not agree with the purchase order, credits or a corrected invoice will be required prior to the processing for payment.

## **Third-Party "Remit-To"**

If a Proposer has a third-party "remit-to" company, that information must appear' on the Proposer's response. The City of Birmingham will send payment to the company designated by the Proposer on its response but will not be responsible for resolving payment issues should the Proposer change payment processing companies after a payment has been mailed or without a 45-day written notification to the Human Resource Department and Accounts Payable Division of the City of Birmingham.

## **Non-Collusion**

Proposer covenants and declares that it has not employed any person to solicit or procure this Agreement and that Proposer has not made, and will not make, any payment of any compensation for the procurement of this Agreement. The covenant contained herein shall survive the expiration

or earlier termination of this Agreement.

### **Confidentiality**

Proposer agrees that such reports, information, opinions or conclusions shall not be made available to or discussed with any individual or organization, including the news media, without prior written approval of the City. Proposer shall exercise reasonable precautions to prevent the unauthorized disclosure and use of the City information whether deemed confidential or not.

### **Insurance**

Throughout the term of this Agreement, Proposer shall maintain, keep in force and pay premiums on a policy or policies of comprehensive public liability and property insurance relating to all activities of proposer allowed under this Agreement hereunder in limits not less than: (i) \$1,000,000.00 for any occurrence resulting in bodily or personal injury to, or death of, one person; (ii) \$3,000,000.00 for any occurrence resulting in bodily or personal injury to or death of, more than one person; (iii) \$1,000,000.00 for any occurrence resulting in damage to, or destruction of, any property; (iv) the Alabama statutory limits for Worker's Compensation; and (v) \$3,000,000 per claim and in the aggregate for professional liability insurance for proposer's negligence in the rendering of its professional services, (vi) the City's RFP number(20-38) must appear on any/all copies of the certificate of insurance. Proposer shall provide the City with a certificate of insurance evidencing such coverage, if requested, and a copy of the actual insurance policy. With respect to each such policy (except for Worker's Compensation) proposer shall provide at least thirty days (30) notice if the policy is altered or cancelled before the expiration date thereof in advance of such alteration or cancellation. In the event any such policy is canceled or terminated or if the limits are reduced, proposer shall promptly obtain a new policy or policies in the same limits. Such policy shall name the City of Birmingham as an additional insured.

All such insurance shall be provided by a policy or policies issued by a company or companies qualified by law to engage in the insurance business in the State of Alabama with a rating of B+ or better according to the most current edition of Best's Insurance reports. Proposer is to provide written documentation of the company's rating with their proposal.

The Proposer may use umbrella or excess liability insurance to achieve the required coverages, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies. These insurance requirements are in addition to and do not affect any indemnification obligation of the Proposer herein.

City Additional Named Insured: Except for Worker's Compensation coverage, all coverages shall contain endorsements naming the City, and its officers, employees and agents as additional named insureds with respect to liabilities that arise out of and result from the operations of the Proposer or the performance of its work.

The additional named insureds endorsement shall not limit the scope of coverage to the City to vicarious liability but shall allow coverage for the City to the fullest extent provided by the policies. Such additional insured coverage shall be at least as broad as Additional Insured endorsement from ISO, CG 2010.1185.

(A) Policies Primary: All insurance policies required herein are to be primary and non-contributory with any insurance or self-insurance program administered by the City.

(B) Waiver of Subrogation: Proposer shall require the carriers of the above-required insurance coverage to waive all rights of subrogation against the City, and its officers, employees, agents, proposers and sub-proposers. Further, Proposer hereby waives any rights of subrogation against the City. All general or automotive liability coverage provided herein shall not prohibit the Proposer or its employees, agents or representatives from waiving the right of subrogation prior to loss or claim.

### **BEST AND FINAL OFFER (BAFO)**

The City reserves the right to make an award without conducting negotiations. However, if negotiations are deemed necessary, they will be conducted with all proposers who have at least a minimally acceptable proposal as determined by the proposal evaluation committee. Once all negotiations are complete, if conducted, the City will give each proposer the opportunity to submit a revised proposal in the form of a Best and Final Offer.

The Proposed Vendor acknowledges that responses to this proposal must be complete and fully comply with this Request and the Specifications set forth herein in order to be considered. The Proposed Vendor acknowledges that the City reserves the right to reject incomplete or non-compliant responses.

By submitting a response to this proposal, the Proposed Vendor offers to furnish and deliver Opioid Prevention, Treatment, and Recovery Services in strict accordance with the terms set forth in this Request and the Specifications, all of which are made a part of the Proposed Vendor's offer.

The City reserves the right to require oral presentations. Vendor refusal or inability to participate in this process will render said vendor's proposal disqualified.

The proposal must be accompanied by a transmittal letter on the organization's official letterhead, signed by an authorized representative of the organization. The transmittal letter should identify the name of individuals authorized to represent the prime Provider in discussing the proposal, response, and negotiating the contract. This letter should include the prime Provider's employer identification number and indicate that the offer will remain open for a period of six months.

Provide the entire copy of your response to the City of Birmingham on a USB Flash drive, in searchable PDF format. *If submitting an encrypted device, provide instructions for accessing the*

*response.*

The City reserves the right to require oral presentations. Vendor refusal or inability to participate in this process will render said vendor's proposal disqualified.

**Proprietary Information**

All information concerning the program and participants is solely the property of the City and that information will remain confidential and will not be used or transmitted to others for any purpose whatsoever, except as required to conduct operations or as required by law.