

The Alabama Department of Forensic Sciences (ADFS) invites proposals from medical professionals to provide ADFS Medical Examiners with consultative diagnostic services for cardiovascular specimens obtained from autopsies. ADFS reserves the right to award the RFP to multiple vendors.

I. MINIMUM REQUIREMENTS

- 1) The contractor must have a Doctor of Medicine (D.M.) with an active medical license and ten (10) or more years of experience working in the field of forensic and cardiovascular pathology, who provides consultation and advises ADFS Medical Examiners on referred cases.
- 2) The contractor must provide ADFS with a written report describing any work conducted and the resulting conclusions.
- 3) The contractor must have staff adequately trained in accepted forensic techniques, including but not limited to processing tissue blocks from cassettes and producing quality glass slides for histological interpretation.
- 4) The contractor must return all tissue blocks and slides to ADFS and will not store or retain any ADFS materials.
- 5) The contractor must provide the requested services and initiate the return of materials within fifteen (15) business days of receiving the submitted materials.
 - a. When exceeding the fifteen (15) day requirement, the contractor must notify ADFS of an expected delay and the reason for the delay.
- 6) The contractor must provide a submission document indicating the services requested and the chain of custody for materials.

II. EVALUATION PROCESS

The basis for the selection from the qualifying proposals will be a weighted evaluation of the criteria and must include the following in the proposal:

- 7) Cost Proposal (30%)
- 8) Qualifications and Experience (35%)
 - a. Contractor must provide a copy of their active medical license
 - b. Contractor must provide a current Curriculum Vitae (CV) or resume with available references to document:
 - i. Ten (10) or more years of experience working in the field of forensic and cardiovascular pathology.
 - ii. Specialized expertise, capabilities, and technical competence in the field of forensic and cardiovascular pathology services.
 - iii. Ability and proven history in forensic and cardiovascular pathology services.
- 9) Detailed Descriptions/Delivery of Services (35%)
 - a. A detailed description in the proposal of the resources available to perform the work, including any specialized services.
 - b. Record of past performance, quality of work, and ability to meet the specified fifteen (15) business day turnaround time.

III. CONTRACT

The contract shall be effective, upon receipt of the necessary governmental approvals, from October 1, 2025, until September 30, 2027.

The terms and commitments of a contract entered into between the parties shall not be constituted as 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 26. It is further agreed that if any provision of a contract between the parties shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of a contract between the parties, be enacted, then that conflicting provision in the contract shall be deemed null and void. 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 that 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 of the State of Alabama. For any and all other disputes arising under the terms of a contract between the parties 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;

Any contract between the parties arising from this request is limited to the contracted provisions and the awarded contractor is not to be considered a merit system employee and is not entitled to any benefits of the State Merit System;

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, any contract awarded pursuant to this Request for Proposal shall be potentially subject to cancellation, and, in that event, to the extent permissible by law, the contractor 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. To the extent permissible by law, this cost of cancellation would be paid from any appropriations available for that purpose. In the event that proration of appropriated funds from which the State is to pay the contractor is declared by the Governor pursuant to Section 41-4-90 of the Code of Alabama, the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract to extend or change payment terms or amounts, or terminating the contract. The awarded contractor will not be entitled to any compensation for work performed prior to the award date of this RFP and subsequent execution of the applicable contract or prior to proper approvals from ADFS. If ADFS is required to terminate this agreement due to the above provisions, ADFS will provide contractor with written notice of termination thirty days prior to the effective date of the termination;

Pursuant to *Code of Alabama 1975*, § 31-13-9(a), as amended, "As a condition for the award of any contract, grant, or incentive by the state, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees, the business entity or employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama." Pursuant to *Code of Alabama 1975*, § 31-13-9(b), as amended, "As a condition for the award of any contract, grant, or incentive by the state, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees within the State of Alabama, the business entity or employer shall provide documentation

establishing that the business entity or employer is enrolled in the E-Verify program. During the performance of the contract, the business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations.” Therefore, for the duration of the agreement, the awarded contractor(s) must affirm that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

Pursuant to *Code of Alabama 1975*, § 41-16-5, the contractor hereby will be required to certify that it is 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. Pursuant to *Code of Alabama 1975*, § 41-16-161, the contractor hereby will be required to certify that it is not and will not, during the term of the contract engage in economic boycotts as the term “economic boycott” is defined in Section 41-16-160, Code of Alabama 1975.

The contract is not effective until it has been reviewed and approved by the Chief Procurement Officer, the Contract Review Committee, and the Governor.

Question Submission and Deadline

Questions regarding this proposal must be submitted no later than August 20, 2025, by 5 p.m. CST. The questions and answers will be uploaded as an amendment to the RFP in STAARs.

All questions must be submitted to:

Carla Williams

Email: Carla.Williams@adfs.alabama.gov

The subject line should read: “Question – RFP for Forensic Cardiovascular Pathology Services”

Proposal Submission and Deadline

All proposals must be received no later than September 2, 2025, by 5:00 p.m. CST.

An electronic version of the proposal in PDF format must be emailed before the submission deadline to:

Carla Williams

Email: Carla.Williams@adfs.alabama.gov

The subject line should read: “Proposal – RFP for Forensic Cardiovascular Pathology Services”

The proposal should list each item in the Minimum Requirements section in order and provide a comprehensive description of your approach to delivering the service specified.

ADFS reserves the right, in its sole discretion, to waive minor defects or variations of a proposal from the exact requirements set forth herein that do not give one contractor an advantage or benefit not enjoyed by other contractors.

Proposals may be modified or withdrawn in writing before the submission deadline. Proposals may not be altered or withdrawn after that time and will not be returned. If a contractor no longer wishes to have its proposal considered after the submission deadline notice, it must submit its proposal withdrawal in writing to the email above.