

# ALABAMA BOARD OF PHARMACY

111 Village Street  
Birmingham, AL 35242



Phone (205) 981-2280  
Email [www.albop.com](http://www.albop.com)

## **Request for Proposal** **Hearing Officer**

### **1. Alabama State Board of Pharmacy Overview**

The Alabama State Board of Pharmacy (ALBOP) is a 5 pharmacist member regulatory authority charged with the duty of protecting the public through the regulation of the practice of pharmacy in Alabama. The Board serves as the licensing, investigative, and prosecutorial authority for pharmacists, pharmacy interns/externs, pharmacy technicians, pharmacies, and other facilities involved in the drug supply chain. The Alabama State Board of Pharmacy seeks to serve the public with integrity and compassion while advocating for and ensuring access to quality and equitable healthcare through effective pharmacy regulation.

ALBOP's funding comes solely from fees paid by its licensees. No resources are derived from the State's General Fund or appropriated by the Legislature.

### **2. Purpose**

This Request for Proposal (RFP) is seeking a hearing officer with knowledge of relevant laws, regulations, and legal procedures, including those related to the Individuals with Disabilities Education Act (IDEA). The hearing officer needs to be proficient in conducting hearings, evaluating evidence, and making impartial decisions based on evidence and applicable rules and regulations as defined in the Code of Alabama Title 34 Chapter 23 and the Alabama Board of Pharmacy Administrative Code 680. The entity's role supports the ALBOP's continued mission of protecting the health and safety of the citizens of Alabama by ensuring the safe and competent practice of pharmacy and regulation of prescription medication. The entity should have a comprehensive understanding of boards and commissions. The entity should be able to demonstrate prior experience working with state-level administrators, the various agencies of the Executive Branch, including the Governor's Office, and the Legislature.

### 3. Proposal Guidelines and Requirements

This is an open and competitive process. The provisions of this RFP and the contents of the successful response are considered available for inclusion in final contractual obligations.

This document constitutes an RFP and is an invitation for competitive, sealed proposals to provide hearing officer services as set forth herein. The purpose of this RFP is to establish a contract for such hearing officer services for ALBOP. This RFP is to provide a fair evaluation for all candidates and to provide the candidates with the evaluation criteria against which they will be judged.

ALBOP will negotiate contract terms upon selection. A project will be awarded upon signing of an agreement or contract, which outlines terms, scope, budget, and other necessary items.

The following guidelines must be used for all proposals that are received.

1. **Primary Contact:** List the name, title, address, phone number, fax and email address for the individual who will serve as a contact for the RFP process.
2. **Introductory Letter:** Please include a letter that tells ALBOP why your organization is uniquely qualified to accomplish the scope of work set out in this RFP. The introductory letter must be signed by the person or persons duly authorized to sign on behalf of the individual or company submitting the proposal.
3. **Business Organization:** State the full name and address of the organization, and if applicable, the branch office or other subordinate element that will perform or assist in performing the services hereunder. Indicate business structure (whether the organization operates as an individual, partnership or corporation); and if noted to be a corporation, include the state in which the organization is incorporated. State whether you are licensed to operate in the state of Alabama.
4. **Third Parties:** Please list any third-parties that would perform services associated with this project/assignment. Please describe their roles in this project/assignment and provide their contact information including the company name, key contact name, phone number, address, and email address. ALBOP will not refuse a proposal based upon the use of third-party companies; however, ALBOP retains the right to refuse the third-party companies you have selected.
5. **Pricing:** The price you quote should be inclusive. Please see the pricing page and bid for an initial term of two (2) years and three (3) optional subsequent/renewal terms of one (1) year each.
6. **References:** List at minimum three current and/or former clients that you have worked with in the last five years. Provide contact name, company, title, address, phone number and email for each.
7. **Disclosure Statement:** Complete the State of Alabama Disclosure Statement as required by Article 3B of Title 41, Code of Alabama 1975.

#### **4. General Terms and Conditions**

##### **A. Period of Contract**

The contract and any renewal from this RFP will commence upon proper execution by all parties, including the Chief Procurement Officer, Contract Review Committee, and the Governor, and will end two years from that date. ALBOP shall have the right, at its sole option, to extend the contract for three optional one-year periods. In the event that ALBOP exercises such right, all terms, conditions and provisions of the contract shall remain the same and apply during the extension period, pursuant to the application option clauses of this document.

1. If ALBOP exercises the option for extension, the contractor shall agree that the prices stated in the original contract shall not be increased in excess of the maximum price for the applicable extension period stated on the Pricing Page in the RFP.
2. If the price spaces are left blank on the Pricing Page for any extension period, then prices for that period shall be the same as during the original contract period.

##### **B. Contract Termination**

Upon approval of the Chief Procurement Officer, ALBOP may terminate the contract with the contractor by giving written notice to the contractor at least 30 days before the effective termination date.

##### **C. Failure to Fulfill**

If the contractor fails to properly fulfill its obligations under the contract or violates any terms of the contract, ALBOP shall have the right to immediately terminate the contract. Notwithstanding the above, the providing contractor shall not be relieved of liability to ALBOP for damages sustained by virtue of any breach of this contract by the contractor.

##### **D. Effective Date**

The contractor acknowledges and understands that this contract is not effective until it has been fully executed by all parties and the contractor shall not begin performing work under this contract until notified to do so by ALBOP. The contractor is entitled to no compensation for work performed prior to the effective date of this contract.

##### **E. Compliance**

The contractor shall comply with all federal and state laws and regulations in the performance of its duties under the terms and conditions of the contract. This includes, but is not limited to, Equal Employment Opportunity laws, the American Disabilities Act and the Beason- Hammon Alabama Taxpayer and Citizen Protection Act.

## **F. Contractor Liability**

The contractor shall be responsible for any and all injury or damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions of the contract. In addition to the liability imposed upon the contractor on account of personal injury, bodily injury (including death) or property damage suffered as a result of the contractor's negligence, the contractor assumes the obligation to save ALBOP, including its officers, agents, staff, and assigns, from every expense, liability or payment arising out of such negligent act. The contractor also agrees to hold ALBOP, including its officers, agents, staff, and assigns, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.

## **G. Subcontractors**

To ensure reasonable control over all aspects of the contract, the contractor will identify all subcontractors they intend to use if they are awarded the contract. All subcontractors will be subject to approval by ALBOP. The contractor is responsible and liable for the acts or omissions of any subcontractors.

## **H. Insurance**

The contractor shall understand and agree that ALBOP cannot save and hold harmless and/or indemnify the contractor or team members against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must have or acquire, maintain, and provide proof of adequate liability insurance in the form(s) and amount(s) sufficient to protect ALBOP, its officers, agents, staff, and assigns, and the general public against any such loss, damage and/or expense.

## **I. Merit System Exclusion**

For all purposes under this contract, the contractor is serving exclusively as an independent contractor, including but not limited to tax responsibilities, control over the contractor's own personnel and use of the contractor's own materials and equipment. The contractor agrees and acknowledges that the contractor is in no way subject to the requirements of the Merit System Act (Ala. Code Section 36-21-1, et seq.), nor is the contract for any benefit conveyed thereby, nor any benefit otherwise provided to any person in the State's classified service or any employee of the ALBOP.

## **J. Coordination**

The contractor shall fully coordinate all contract activities with those of the ALBOP. As the work of the contractor progresses, advice and information on matters covered by the

contract shall be made available by the contractor to ALBOP throughout the effective period of the contract.

#### **K. Property of ALBOP**

All reports, documentation and material developed or acquired by the contractor as a direct requirement specified in the contract shall become the property of the ALBOP. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without prior written consent of ALBOP.

#### **L. Debt**

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article II, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment XXVI.

#### **M. Governance**

This RFP and its terms shall be governed and construed according to the laws of the State of Alabama. Any dispute arising out of this RFP shall be brought in the State of Alabama, with the venue in Montgomery County, Alabama. Contractor agrees to comply with all applicable federal and state laws and regulations.

#### **N. Immigration**

By submitting a response to this RFP the vendor affirms, 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 this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

#### **O. Final Terms of the Engagement**

Issuance of this RFP in no way constitutes a commitment by the ALBOP 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 ALBOP 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 issuer so dictate. Notice is hereby given that there are certain terms standard to commercial contracts in private sector use which the State of Alabama 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.

## **5. Timeline**

Issue Date for Request for Proposals	June 27, 2025
Questions Deadline Date	July 11, 2025
Due Date for Proposals	July 18, 2025

## **6. Application Format and Evaluation**

The application must address each point separately in the Scope of Work and Qualifications. An Evaluation Team will review and score the proposals and make a selection. The criteria listed below will be used to evaluate the proposals for the purpose of ranking them in relative position based on how fully each proposal meets the requirements of this RFP.

### **A. 40% for Scope of Work**

Address how you will accomplish each of the items listed here in the scope of work to be performed and how you are uniquely qualified to do so. Greater points will be awarded for reasoned, pragmatic approaches. The hearing officer/contractor must be able to:

- i. Conduct the hearing, maintain order and proper decorum
- ii. Hear testimony
- iii. Administer oaths and examine witnesses and otherwise receive evidence having a bearing on the point or points at issue
- iv. Maintain an attitude of impartiality in examining witnesses and in the general conduct of the hearing
- v. Rule on motions
- vi. Rule on admissibility of evidence and other legal matters
- vii. Guide the proceedings of contested cases before the board
- viii. Advise the board on matters of law and evidence related to these cases
- ix. Assist the board in preparing orders and decrees resulting from hearings on contested cases.
- x. Submit a recommendation to the board, including a procedural summary, findings of fact, conclusions of law, and a recommended decision.

- xi. Ensure compliance with the Alabama Administrative Procedures Act
- xii. Assist the State in drafting its Findings of Fact, conclusions of Law and Orders; available upon reasonable notice to convene hearings against individuals and/or organizations charged under the laws regulating pharmacies, pharmacists, pharmacy technicians, and facilities in the State of Alabama
- xiii. Contractor must not represent any other individual, organization or collective where there could be a conflict of interest with the ALBOP as determined by the ALBOP. Provide a list of current clients you or your company represent in Alabama. Contact the ALBOP to inquire if you believe you may have a potential conflict.

**B. 40% for Qualifications**

Provide a detailed accounting of the following: Indicate “none” if you have no knowledge or experience in any of the following categories:

- i. Knowledge of and experience with all branches of Alabama state government
- ii. Prior experience as a hearing officer working with a State board, commission, or agency. Provide resume of experience.
- iii. Knowledge of and experience with the Alabama Pharmacy Practice Act
- iv. Knowledge of and experience with the pharmacy industry in Alabama
- v. Experience in examining witnesses and evidence
- vi. Strong educational background with relative experience in a field such as law, public administration, or related discipline. Provide resume of educational background.
- vii. Excellent written and verbal communication skills
- viii. Strong analytical skills to review evidence, analyze complex information and make fair and impartial decisions

Testimonials may be provided from anyone for whom the vendor has performed similar work. Include contact information for each person.

**C. 20% for Budget and Pricing**

- i. Describe how accomplishing the Scope of Work is tied to your proposed pricing. The number of professionals who will be designated by the vendor to work on behalf of the contract will be considered in relation to their pricing.

- ii. The contract will be for an initial term of two (2) years and three (3) optional subsequent/renewal terms of one (1) year each. Renewals are pending a written agreement between the supplier, ALBOP, dependent upon required State approvals, availability of funds, performance evaluations, at the full discretion of ALBOP.

## **7. Submission Format and Award Method**

The proposal with supporting documentation must be sent via email to the **Alabama Department of Finance, Division of Procurement** at [rfp.responses@purchasing.alabama.gov](mailto:rfp.responses@purchasing.alabama.gov) on or before 5:00 p.m. Central Standard Time on Friday, July 18, 2025. Proposals received after 5:00 p.m. Central Standard Time on Friday, July 18, 2025, will not be considered. It is the intent of the ALBOP to evaluate all proposals in a standardized and objective manner. For this reason, proposals that do not conform to the format specified in this RFP will not be accepted.

It is required that each contractor clearly mark the submission with **RFP #25-554-002**. For emailed responses, please put the number in the subject line.

It is the responsibility of each offeror to ensure that the proposal is delivered at the proper time and place. The proposals and accompanying documentation become the property of the ALBOP.

**AWARD METHOD** An evaluation task force will review, evaluate and score the proposals using selection criteria developed from the RFP covering the categories already identified and listed again below. The successful bidder will be the one who best satisfies the requirements of the RFP based on the following:

- 40% Scope of Work
- 40% Qualifications
- 20% Price

## **8. Other RFP Process Considerations**

### **A. General Terms and Conditions**

ALBOP reserves the right to incorporate standard and ALBOP contract provisions into any contract negotiated as a result of proposals submitted in response to this RFP.

### **B. Preparation Costs**

ALBOP shall not be liable for any costs incurred by contractors associated with the preparation of a proposal submitted in response to this RFP.

### **C. Right to Amend or Cancel**

The ALBOP reserves the unilateral right to amend this RFP in writing at any time. The ALBOP also reserves the right to cancel or reissue the RFP at its sole discretion. If an amendment is issued, the amendment must be uploaded to the RFP in STAARS before the



amendment can be posted on the ALBOP website. Contractors should then respond to the issued RFP along with associated exhibits, attachments and amendments.

#### **D. Right to Question**

ALBOP reserves the right to question any response that is unclear to it or to the RFP Review Committee. However, neither ALBOP nor the RFP Review Committee is under any obligation to seek additional information for incomplete answers.

#### **E. Right to Reject All Proposals**

ALBOP may, at any time and at its sole discretion and without penalty, reject any and all proposals that are deemed to be non-responsive, late in submission or unsatisfactory in any way or terminate this RFP process. ALBOP shall have no obligation to award a contract for work, goods and/or services as a result of this RFP. ALBOP may later choose to reissue the RFP with any modifications it deems appropriate.

**A contractor may not restrict the rights of the ALBOP or otherwise qualify their proposal.** If they attempt to do so, the ALBOP may determine the proposal to be a “non-responsive” counteroffer, and the proposal may be rejected.

#### **F. Changes to the Schedule**

The timeline may be extended if ALBOP deems it to be in its best interest. Should this occur, all parties who received the original RFP will be notified.

#### **G. Conflict of Interest and Proposal Restrictions**

By submitting a proposal, the respondent certifies that no amount shall be paid directly or indirectly to an employee or official of the State of Alabama as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the respondent in connection with the procurement under this RFP. Act 2001-955 requires an Alabama Disclosure Statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000. See Vendor Disclosure Statement Information and Instructions on the Alabama Attorney General’s website at <http://ago.alabama.gov/Page-Vendor-Disclosure-Statement-Information-and-Instructions>. Notwithstanding this restriction, nothing in this RFP shall be construed to prohibit a state agency or other governmental entity from making a proposal, being considered for the award or being awarded a contract under this RFP.

#### **H. Beason-Hammon Alabama Taxpayer and Citizen Protection Act**

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

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

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

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

#### **I. 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.

#### **J. Intent to Award & Opportunity to Protest**

The ALBOP will recommend an ‘Intent to Award’ to the Chief Procurement Officer. The Division of Procurement will issue the “Intent to Award” before a final award is made. The ‘Intent to Award’ will continue for a period of fourteen (14) calendar days, after which the award will be final provided there are no protests. A detailed explanation of this process may be reviewed in the Alabama Administrative Code – Chapter 355-4-6-.01. All protest communications filed via email must be sent to: [protests@purchasing.alabama.gov](mailto:protests@purchasing.alabama.gov).

#### **K. Confidentiality of Proposals**

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.

#### **L. Assignment**

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

## **M. 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.

## **N. Waiver**

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

## **O. Compliance with Ala. Act No. 2023-409**

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

By submitting a response, I hereby affirm the following:

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

## **P. Inquiries Regarding the RFP**

Questions regarding this Request for Proposal must be made in writing and submitted via email by the designated deadline of July 11, 2025. Questions with answers will be posted as an amendment to the RFP in STAARS.

Designated Contact for Questions:

Alabama Department of Finance  
Division of Procurement  
Email: [rfp.questions@purchasing.alabama.gov](mailto:rfp.questions@purchasing.alabama.gov)

## 9. Pricing Page

The contractor must provide a price for each of the following periods to provide hearing officer services as specified herein, in accordance with the provisions and requirements of this Request for Proposal. The contractor shall provide a per-hour price for the original two-year contract and a per-hour price for each one-year extension period. If the extension price spaces are left blank, then prices for that extension period(s) will be the same as during the original contract period.

Original Contract Period (2 years):	\$ _____
Extension Period 1 (1 year):	\$ _____
Extension Period 2 (1 year):	\$ _____
Extension Period 3 (1 year):	\$ _____