



ALABAMA STATE BOARD OF MEDICAL EXAMINERS

William M. Perkins, Executive Director

Request for Proposal

Digital & Marketing Communications Services

1. Alabama Board of Medical Examiners Overview

The Alabama State Board of Medical Examiners (ALBME) is a 16-physician member regulatory authority charged with the duty of protecting the public through the regulation of the practice of medicine in Alabama. ALBME is the qualifying authority for physicians, the licensing authority for physician assistants, and the certifying authority for the prescribing of controlled substances by physicians, physician assistants, nurse practitioners, and nurse midwives. ALBME serves as the investigative and prosecutorial authority over physicians and its other licensees and registrants. In addition, ALBME is the judicial and disciplinary authority over physician assistants and the prescribing of controlled substances by its registrants. The Alabama State Board of Medical Examiners seeks to serve the public with integrity and compassion while advocating for and ensuring access to quality and equitable healthcare through effective medical regulation.

ALBME'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 an entity with experience in professional digital and marketing communications services. The entity must have knowledge and experience in hosting and providing maintenance for an existing public website, website development services, developing marketing objectives and strategies, and developing communication plans. The entity should also have a basic understanding of state agencies and state government and should be able to demonstrate prior experience working with state regulatory boards.

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 bids to provide professional accounting services as set forth herein. The purpose of this RFP is to establish a contract for the provision of accounting services to the ALBME. 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.

ALBME 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 ALBME 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-party companies that would perform services associated with this project. Please describe their roles on this project and provide their contact information including the company name, key contact name, phone number, address and email address. ALBME will not refuse a proposal based upon the use of third-party companies; however, ALBME 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 a term of five (5) years.
6. **References:** List at least 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. **Proposal Timeline**

Issue Date for Request for Proposals	August 14, 2025
Question Deadline Date	August 25, 2025
Due Date for Proposals	September 4, 2025

5. 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 recommendation. 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. 45% 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. Vendor must be able to:

- i. **Website Maintenance & Support:** Perform website hosting and maintenance on the ALBME's existing public website.
 - a. The vendor must detail any initial setup processing and support, including weekly and/or monthly hours that would be provided upon execution of the contract.
 - b. The proposed hosting solution must be capable of reliably supporting an estimated 40,000 unique visitors per month, with flexibility to scale as needed. Vendors may propose either a self-hosted or managed hosting solution, but the following minimum requirements must be met:
 - i. **Scalability:** Hosting must accommodate current traffic levels (~40k monthly visitors) and allow for growth without major overhauls.
 - ii. **Performance:** Page load times must remain fast and stable under typical and peak traffic loads.
 - iii. **Uptime:** Minimum of 99.9% uptime, with SLAs and monitoring in place.
 - iv. **Security:** Hosting must include firewall protection, malware scanning, and automated security updates.
 1. The selected vendor will be responsible for implementing appropriate security measures to protect the website and its users. At a minimum, the vendor must provide and configure the following:
 2. **SSL/TLS Certificate** to ensure secure HTTPS access to the website.
 3. **Secure user authentication**, if applicable (e.g., hashed passwords, multi-factor authentication).
 4. **Protection against common vulnerabilities**, including SQL injection, cross-site scripting (XSS), and cross-site request forgery (CSRF).
 5. **Data encryption** at rest and in transit, where applicable.
 6. **Regular updates** and patches for CMS, plugins, and any third-party dependencies.

- 7. **Security logging and monitoring**, if the site includes user interaction or administrative access.
 - 8. Vendors are encouraged to list any additional recommended security tools or services they would include, and to describe how they will ensure compliance with industry best practices.
- v. **Backups**: Daily backups with at least 30 days of retention and quick restoration capability.
- vi. **Support**: 24/7 technical support, with emergency response availability. Vendor should be able to provide annual maintenance and reporting, to include a minimum of four (4) hours per month for software maintenance, technical support, troubleshooting forms, basic content updates, tracking software for website statistics, and monthly analytics reporting.
- vii. Please include details in your proposal about your recommended hosting provider, infrastructure (e.g., cloud-based, VPS, dedicated), and associated costs.
- ii. **Additional Website Development**: Provide additional website development as required by the ALBME, including custom coding, feature updates, and technical enhancements outside of standard maintenance.
- iii. **Strategic Marketing Services**: Provide additional marketing and communications services as needed, to include:
 - a. Assisting in developing marketing objectives and strategies;
 - b. Developing communications plans;
 - c. Providing creative, production and media services to deliver traditional and digital marketing and media programs as well as other projects as required and as agreed to by the ALBME;
 - d. Arranging photography, printing, display construction, and publicity as needed;
 - e. Providing continuous, as needed, account service and consultation to ensure prompt completion of projects;
 - f. Providing public relations counsel on matters corporate or marketing;
 - g. Developing and implementing specialized areas of promotion as needed such as internal communications and direct response;
 - h. Copywriting and copy editing services as needed;
 - i. Photography and videography services as needed;
- iv. Maintain internal procedures that ensure budget control, prompt billing and quality control.

B. 45% 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 providing professional marketing communications services to any government agency and/or state regulatory agency.
- ii. Any prior experience working with any government agency and/or state regulatory agency.
- iii. Years of experience providing professional marketing communications services.
- iv. Number of professionals in your organization that would be able to provide work on behalf of the ALBME.
- v. Range of expertise in all applicable areas of marketing communications, to include, but not limited to, website hosting and maintenance, developing marketing objectives and strategies, and developing communication plans.

References should be provided per Section 3 above. However, testimonials may also be provided from anyone for whom the vendor has performed similar work. Contact information must be included for each person.

C. 10% for Budget and Pricing

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.

Hourly Rate – Website Development: Provide the hourly rate for billable website development work, including custom coding, feature updates, and technical enhancements outside of standard maintenance.

Hourly Rate – Staff: Provide the hourly rate for each level of professional/staff who might be performing work under this contract as well as an estimate of the total annual cost to complete the work required by the contract.

Complete the “Pricing Page” section located at the end of this document.

6. 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 on or before 5:00 p.m. Central Standard Time on Thursday, September 4, 2025. Proposals received after 5:00 p.m. Central Standard Time on Thursday, September 4, 2025, will not be considered. It is the intent of the ALBME 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 vendor clearly mark the submission with RFP# 25-553-02. For emailed responses, please put the number in the subject line.

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

AWARD METHOD An evaluation team 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:

- 45% Scope of Work
- 45% Qualifications
- 10% Price

7. General Terms and Conditions

A. Period of Contract

The contract resulting from this RFP will commence upon proper execution by all parties, including the Chief Procurement Officer and the Governor, or October 1, 2025 (whichever date is later) and will end on September 30, 2030.

B. Contract Termination

ALBME may terminate the contract with the vendor by giving written notice to the vendor at least 30 days before the effective termination date.

C. Failure to Fulfill

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

D. Effective Date

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

E. Compliance

The vendor 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 Americans with Disabilities Act, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act.

F. Vendor Liability

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

G. Subcontractors

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

H. Insurance

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

I. Coordination

The vendor shall fully coordinate all contract activities with those of the ALBME. As the work of the vendor progresses, advice and information on matters covered by the contract shall be made available by the vendor to ALBME throughout the effective period of the contract.

J. Property of ALBME

All reports, documentation, and material developed or acquired by the vendor as a direct requirement specified in the contract shall become the property of the ALBME. The vendor shall agree and understand that all discussions with the vendor and all information gained by the vendor as a result of the vendor'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 ALBME.

K. Merit System Exclusion

For all purposes under this contract, the vendor is serving exclusively as an independent vendor, including but not limited to tax responsibilities, control over the vendor's own personnel, and use of the vendor's own materials and equipment. The vendor agrees and acknowledges that the vendor 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 ALBME.

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. Vendor agrees to comply with all applicable federal and state laws and regulations.

In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this RFP, 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.

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. 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 vendor 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 Agreement 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 vendor 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/>

P. Prohibition on Boycotting (Free Trade Clause)

In compliance with Code of Alabama, 1975, § 41-16-5, Vendor hereby certifies that he 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.

Q. Prohibition on Economic Boycotting

In compliance with Ala. Act No. 2023-409, by signing this contract, vendor provides written verification that vendor, 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.

R. Non-Appropriation and Proration of Funds

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, to the extent permissible by law, the vendor 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 may 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 supplier is declared by the Governor pursuant to Section 41-4-90 of the Code of Alabama, the vendor 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. In all circumstances, it is agreed that the terms and commitments of this contract shall not constitute a debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama, as amended.

S. Final Terms of the Engagement

Issuance of this RFP in no way constitutes a commitment by the ALBME 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 ALBME 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.

T. General Terms and Conditions

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

U. Preparation Costs

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

V. Right to Amend or Cancel

The ALBME reserves the unilateral right to amend this RFP in writing at any time. The ALBME also reserves the right to cancel or reissue the RFP at its sole discretion. If an amendment is issued it shall be provided on ALBME's website. Vendors should then respond to the issued RFP along with associated exhibits, attachments, and amendments.

W. Right to Question

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

X. Right to Reject All Proposals

ALBME 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. ALBME shall have no obligation to award a contract for work, goods, and/or services as a result of this RFP. ALBME may later choose to reissue the RFP with any modifications it deems appropriate.

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

Y. Changes to the Schedule

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

Z. 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 \$25,000. See Vendor Disclosure Statement Information and Instructions on the Alabama Attorney General’s website at <https://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.

AA. 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.

BB. Intent to Award & Opportunity to Protest

The ALBME 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 five (5) 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.

CC. 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.

DD. Assignment

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

EE. 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.

FF. 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.

GG. Inquiries Regarding the RFP

Questions regarding this Request for Proposal must be made in writing and submitted via email by the designated deadline of Monday, August 25, 2025, at 5:00 p.m. CT. 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

8. Pricing Page

The vendor must provide a monthly rate for each of the regular/routine services set forth in this RFP as well as an hourly rate for each of the variable/supplemental services described herein or that may otherwise be foreseeable, along with a good faith estimated annual cost to provide digital and marketing communication services to the ALBME as specified herein, in accordance with the provisions and requirements of this RFP.

Standard Monthly Service Fee: \$ _____

Rate(s) for Requested Supplemental Services \$ _____

Total Estimated Annual Contract Costs (5-year estimate)
(including standard monthly service fees and anticipated supplemental services):

\$ _____