

To: Prospective Vendors

**Subject: Alabama Department of Agriculture & Industries' Request For
Underground Storage Tank Removal and Site Closure Services**

Overview:

The Alabama Department of Agriculture & Industries (ADAI), in partnership with other agricultural, industrial, educational and governmental stakeholders, has the responsibility to regulate and promote various economic sectors that are vital to the physical and economic health, safety, and welfare of the citizens of Alabama. To accomplish these objectives, ADAI operates the State Chemical Laboratory and the State Pesticide Residue Laboratory in the Gilmer-Turnham building on the Campus of Auburn University. The Gilmer-Turnham building is located at 1001 Wire Road, Auburn, AL 36832. ADAI is seeking proposals from an individual or entity (hereinafter "Contractor") that has the expertise, knowledge, and experience to advise ADAI on the most efficient and effective to remove an underground storage tank (UST) and close the UST site in accordance with state and federal law.

Scope of Services:

Currently there is an UST of approximately 5,000 gallons at the Gilmer-Turnham building that previously provided fuel for the building's boiler system. This UST needs to be removed and the site permanently closed. This UST closure will be under the oversight of the ADEM Governmental Hazards Waste Branch. Ms. Renee Carter will be the primary ADEM contact to receive closure documentation. Contractor will be working closely with ADAI, Auburn University's Department of Risk Management & Safety, and ADEM during this project. ADAI is in need of a Contractor that can perform the following services:

1. Excavation work to find the boundary limits of existing tank;
2. Excavation work for the tank removal and closure in accordance with ADEM regulations. This includes all hauling and disposal of the UST and stockpiled soil resulting from the UST removal;
3. Appropriate soil and ground water samples to be taken and submitted in accordance with applicable state and federal law.
4. Since the UST is located on the campus of Auburn University, in addition to standard UST guidelines, we add the following additional parameters to the sample regimen in the event a release is detected and the site requires inclusion into the University's AHWMMMA Permit:
 - VOCs via Method 8260B (using terracores 5035)
 - PAHs via Method 8270SIM.

These additional samples should be taken in the same locations that the other closure samples are taken. The results for this additional analysis should be reported on a separate chain (lab report) and not included in the closure report.

5. All work necessary to fill the area created by the UST removal with clean backfill material removal and repair the displaced asphalt to place the area back into service as a parking lot/delivery area.

Agreement:

All duties of the Contractor shall be set forth in a contract agreement between the Contractor and ADAI.

In compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (§31-13-9)(k), Code of Alabama, 1975, as amended), the contract will include the following language:

“By 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 this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.”

Immigration Information:

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act (§§31-13-1 et seq, Code of Alabama, 1975 as amended by Act 2012-491) regulates illegal immigration in the State of Alabama. All contracts with the State or a political subdivision thereof must comply with that law.

For the purpose of this RFP and any responding Proposal, the following sections of that law impose specific requirements: Section (9) (a) of the Act provides, “As a condition for the award of any contract, grant, or incentive by the state, any political subdivision thereof, or a 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.”

Section 9(b) of the Act requires “As a condition for the award of any contract, grant, or incentive by the state, any political subdivision thereof, or a 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.”

As provided in the Act a “business entity” is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit and an “employer” is defined as any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

A proposal must include a statement that the Proposer has knowledge of this law and is in compliance with Section 9(a). **Before a contract is signed**, the Contractor awarded the contract must submit a Certificate of Compliance using the form provided with this RFP, Exhibit A, and documentation establishing enrollment in the E-Verify Program operated by the United State Department of Homeland Security in the form of the Memorandum of Understanding which USHLS issue upon enrollment. E-Verify enrollment can be accomplished at the website of the United States Department of Homeland Security at <http://www.uscis.gov>.

Minimum Qualifications:

Applicants must meet all of the following to be considered:

1. Proposer must have at least 5 years of experience in UST removal and closure work within Alabama and must be an approved Alabama Tank Trust Fund contractor.
2. Proposer must possess all necessary certifications and/or permits issued by ADEM and provide supporting documentation to ADAI.
3. Proposer must provide for the minimum insurance coverage:

<u>Coverage</u>	<u>Minimum</u>
<u>Workers Comp and Employers Liability</u>	<u>A. Statutory B. \$1,000,000</u>
<u>Auto Liability (owned/hired & non-owned)</u>	<u>\$1,000,000 combined single limit (per occurrence and aggregate) Must include Pollution & MCS90 Endorsement if transporting and disposing of hazardous material.</u>
<u>Commercial Liability (should include coverage for negligent actions of independent contractors, if independent contractors are being used)</u>	<u>\$5,000,000 per occurrence and \$5,000,000 aggregate</u>
<u>Pollution Liability</u>	<u>\$3,000,000 combined single limit (per</u>

	occurrence and aggregate) Extended reporting requirement required.
Professional Liability*	\$1,000,000 per occurrence and \$2,000,000 aggregate (*ONLY if providing professional, technical service (medical, legal, accountants, appraisers, teachers, social workers, consultants, engineering, architecture, project management, etc.) Raise to \$5M for projects in excess of \$500,000.

Prior to commencing work, Contractor must provide proof of insurance through the issuance of a certificate of insurance showing the above coverages and limits specified. Certificate of Insurance must demonstrate that insurance policies are underwritten by a carrier rated at least "A-" in A.M Best Key Rating Guide.

To the fullest extent permitted by Law, the Contractor will defend, indemnify and hold harmless ADAI and Auburn University, including its Board of Trustees, Administrators, Faculty, Staff and Agents against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of, or from the performance of its operations or services, or any act, omission, claim or loss of any of its employees, agents, volunteers, participants, guests or any other party they are responsible for, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist in the absence of this agreement.

Information required in all Proposals:

Proposals should be as thorough and detailed as possible so that your capabilities to provide the required services can be properly evaluated.

Each proposal shall contain:

1. A cover letter that contains an executive summary of each proposer and the general types of services the proposer provides. This letter must also include a statement that the Proposer has read this RFP and accepts the terms and conditions set out herein and that the Proposer is aware of the requirements of the Beason-Hammon Alabama Taxpayer and Citizen Protection Act and will comply with that law.
2. A **separate**, written summary of the proposer's experience that satisfies **each of the 2** required minimum qualifications above. Each summary must contain detailed examples

of the work performed and must include specific entities and industries involved in the work.

3. Disclosure Statement. All proposals submitted in response to this RFP must include one Original Disclosure Statement as required by Section 41-16-82, et seq., Code of Alabama (1975). Copies of the Disclosure Statement, and information, may be downloaded from the State of Alabama Attorney General's website at www.ago.alabama.gov/publications.cfm.

4. A completed Certificate of Compliance with Alabama's immigration law. This certificate is Exhibit A attached to this RFP.

5. A list of references regarding your work on UST removal projects within the last three years, including contact information for each reference.

6. A quote for the entire project cost including a listing of subcontractors and outside entities or individuals that will be your team for this UST removal project.

7. A proposed timeline for the project assuming the parties involved have all necessary approvals to begin work on June 1, 2016.

Public Information:

All responses received will be subject to the Alabama Open Records Act, §36-12-40, Code of Alabama and may be subject to public disclosure upon request. The Open Records Act is remedial and should therefore be liberally construed in favor of the public. The Alabama Trade Secrets Act is §8-27-1 through §8-27-6 Code of Alabama. Responders are cautioned to be familiar with these statutes. The burden is on the one asserting the trade secret to show that the information sought to be protected meets the definition of a Trade Secret as defined in the Act.

Any RFP response submitted that contains confidential, trade secrets or proprietary commercial information must be conspicuously marked on the outside as containing confidential information, and each page upon which confidential information appears must be conspicuously marked as such. Identification of the entire Proposal as confidential is not acceptable unless the Firm enumerates the specific grounds or applicable laws which support treatment of the entire material as protected from disclosure according to the foregoing statutes or other applicable Alabama law.

The owner of the confidential information shall indemnify and hold the State of Alabama, the Commissioner of ADAI, and ADAI staff harmless from all cost expenses, including but not limited to attorney fees and expenses related to litigation concerning disclosure of said information and documents.

Rejection of All proposals/ Right to Negotiate:

ADAI reserves the right to reject any or all proposals and/or to solicit additional proposals if that is determined to be fiscally advantageous to the State or otherwise in its best interests. ADAI also reserves the right to further negotiate with any potential vendor.

SUBMISSION INFORMATION & DEADLINE:

To be considered, all proposals must be received by ADAI no later than 11:00 am on Friday, April 8th, 2016. Provide the original plus one (1) copy. Electronic or facsimile proposals will not be accepted. ADAI will not consider proposals received after the date and time specified herein. ADAI assumes no responsibility for late delivery by the U. S. Mail, a commercial courier service, or any other method of delivery selected by the proposer.

Proposals should be delivered to:

Mr. Hassey Brooks
Alabama Department of Agriculture & Industries
1445 Federal Drive
Montgomery, AL 36107

Questions and Inquiries:

The sole point of contact for purposes of this RFP is Hassey Brooks and all questions or inquiries should be directed to him by phone at 334-240-3877 or email hassey.brooks@agi.alabama.gov. Any oral communications shall be considered unofficial and nonbinding on the State.

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535, as amended by Act 2012-491)

RE Contract/Grant/Incentive (describe by number of subject):

**by and
between**

(Contractor/Grantee) and

(State

**Agency or
Department or other Public Entity)**

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of _____ with the Contractor/Grantee named above, is authorized to provide the representations that are set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by Act 2012-491) which is described herein as "the Act".
2. Applying the following definitions from the Section 3 of the Act, the Contractor/Grantee business structure is as indicated by my initials.

Business Entity. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, professions, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit. "Business entity" shall include, but not be limited to the following:

- a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.
- b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

Employer. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

- ___ a. The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.
- ___ b. The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.

3. As of the date of this Certificate, Contractor/Grantee does not knowingly employ an unauthorized alien, as that terms is defined in Section 3 of this Act, within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

{**Alien** is any person who is not a citizen or national of the United States, as described in 8 U. S. C. §1101, et seq., and any amendments thereto.}

{**Unauthorized Alien** is an alien who is not authorized to work in the United States as defined in 8 U.S. C. § 1324 a(h)(3).}

4. Contractor/Grantee is enrolled in E-Verify unless {initial the following selections which apply}:

____ (a) it is not eligible to enroll because of the rules of that program or other factors beyond its control.

____ (b) it is excused from the requirement of enrollment in E-Verify because it does not have an employee in the State of Alabama.

Certified this _____ day of _____ 20 ____.

Name of Contractor/Grantee/Recipient

By: _____

Its _____

The above Certification was signed in my presence by the person whose name appears above, on this _____ day of _____ 20 ____.

WITNESS

Print Name of Witness