

**REQUEST FOR PROPOSAL ON AN ADMINISTRATIVE SERVICES  
CONTRACT TO PROVIDE ADMINISTRATIVE MANAGEMENT AND  
LOGISTICAL SUPPORT FOR THE ALABAMA DRYCLEANING  
ENVIRONMENTAL RESPONSE TRUST FUND BOARD**

You are requested to submit proposals in accordance with the requirements of this solicitation as contained herein.

It is the intent of the State of Alabama and the Alabama Drycleaning Environmental Response Trust Fund Board to request proposals for an Administrative Services Contract to provide administrative management and logistical support services for the Alabama Drycleaning Environmental Response Trust Fund Board (hereafter referred to as “the Board”).

This request does not commit the State of Alabama or the Board to award a contract, pay any costs incurred with the preparation of a proposal, or procure or contract for the articles, goods or services proposed.

The State of Alabama and the Board reserve the right to accept or reject any or all proposals received as a result of this request or to cancel this proposal in its entirety or in part if it is in the best interest of the State of Alabama or the Alabama Drycleaning Environmental Response Trust Fund Board to do so.

**PART I – GENERAL INFORMATION**

- A. Proposals will be considered as specified herein or attached hereto under the terms and conditions of the Request for Proposal.
- B. Proposals must be made in the official name of the firm or individual under which a business is conducted (showing official business address) and must be signed by a person duly authorized to legally bind the person, partnership, company or corporation submitting the proposal. The firm or individual under whom business is conducted must hold a current business license issued by the city to conduct such business in the city where the firm or individual conducts business and to be in compliance with federal and state immigration laws.

**PART II – SCOPE OF WORK REQUIRED**

The Contractor shall provide the following services:

- A. Office Facilities
  - 1. Provide administrative offices and in-house conference space for meetings as needed by the Board. Facilities should be located in the State of Alabama, preferably in the Montgomery metropolitan area and must

provide accessibility for the handicapped. The Board reserves the right to visit and inspect all operations of the Contractor dedicated to the Board's business at any time during the Contractor's regular working hours.

2. Office facilities should include, but are not limited to, standard office equipment: desks, chairs, tables, etc.; computers, copier machine; and other equipment normally required to conduct such business.
3. Contractor shall provide video conferencing as needed.

**B. Telephone, E-mail, Website and Other Communications Services**

1. Contractor shall provide information to the public on request, shall maintain e-mail communication to all Board members and the public, and shall establish and maintain the Board's website in a timely manner.
2. Contractor will provide a dedicated telephone and fax line in the name of the Board in the Contractor's offices with service during regular business hours, Monday through Friday exclusive of established State holidays; fax line to operate 24 hours a day seven days a week. The telephone number will be listed in the telephone directory under the name "Alabama Drycleaning Environmental Response Trust Fund Board".
3. Contractor will maintain a mailing address in the name of the "Alabama Drycleaning Environmental Response Trust Fund Board". Mail shall be checked daily during the workweek, except State holidays.

**PART III – CORRESPONDENCE AND RECORDS**

The Contractor will act as the primary clearinghouse and repository for all correspondence, records, and actions of the Board.

**A. Correspondence**

The Contractor will receive all correspondence submitted in the name of the Board and provide access to such correspondence during the regular business hours to authorized individuals as determined by the Board. The Contractor will provide secretarial services and routinely prepare responses to correspondence. Board correspondence requiring action by Board members will be forwarded to the appropriate Board member(s) or the entire Board as necessary in a manner to be determined by the Board.

B. Records

The Contractor shall maintain a list of all Alabama Drycleaning Environmental Consultants (“ADECs”) registered with the Board, and shall receive and maintain applications, cost proposals, and payment requests received from ADECs for the Board’s review. The Contractor will provide access to these records during regular business hours to authorized individuals, as determined by the Board. The Contractor shall:

1. Maintain a secure filing system. Official records must be retained and maintained in accordance with State regulations.
2. Develop and maintain a system for record retention that ensures that confidential information will not be improperly released to unauthorized individuals or to the public at large and maintain insurance coverage for any negligent release of information. The record retention system utilized by the Contractor shall be subject to approval of the Board.
3. Develop and maintain Microsoft compatible database and word processing program capabilities from commercially available software to ensure the proper operation of the Board. Use of other proprietary software programs or programs with limited availability will not be considered. All software programs purchased to support Board activities are the property of the Board. All records and databases generated by the use of the aforementioned programs are the property of the Board.
4. Maintain all records of the Board in the Contractor's office and provide access to these records during regular business hours according to the policies established by the Board. At least one copy of all computer records will be kept off-site at a secure facility to be determined by the Board. All computer records, including databases and correspondence, will be “backed-up” on a daily basis to ensure security and safety. One set of the current weekly back-up copies will be kept off-site in a secure facility to be determined by the Board.
5. Maintain general liability insurance covering negligent acts of the Board in the amount of \$1,000,000. All personnel employed by the Contractor must be bonded in the amount of \$100,000. Bidder must submit evidence that all insurance and bonds are already in place, or evidence that Bidder has the ability to obtain all insurance and bonds set forth above (evidence consisting of a letter from an insuring or bonding agent). Cost of insurance and bonds is the responsibility of the Contractor and must be included in the total cost of the contract.

6. Maintain a "clean desk policy" with respect to all records of the Board. At the end of each workday, all correspondence and other records are to be re-filed and placed in a secure, lockable case or vault.
7. Submit changes in legislation and/or the rules and regulations of the Board to the legislature in accordance with state law.
8. Perform other duties as requested and agreed upon by the Board, i.e., provide logistical support for regular and emergency meetings of the Board, monitor legislation introduced in the Alabama Legislature, consult with the Board's legal counsel as needed, and perform any other work necessary to ensure the continued operation of the Board.
9. Comply with all Executive Orders issued by the Governor that direct activities of executive branch boards and agencies.
10. Attend Board training provided by the Alabama Public Examiners for the duration of the contract. When seeking a renewal of the contract, the Contractor will submit proof of training to the Chief Procurement Officer.

#### **PART IV – GENERAL ADMINISTRATIVE SUPPORT**

Contractor will serve as the "Administrative Office" for the Board providing these services:

- A. Prepare and disseminate notices, agendas, and minutes for meetings of the Board in a timely manner and as required by law.
- B. Provide administrative support necessary to ensure the proper operation of the Board, including but not limited to:
  1. Handling the routing of general correspondence related to the operation and performance of the Board.
  2. Maintaining the Book of Minutes and all records related to cost authorizations, payments and other actions of the Board.
  3. Compliance with State law related to information requests to review Board documents.
- C. Establish an independent set of computer-based accounting books or records in accordance with the laws and regulations of the State of Alabama, and, together with the State Finance Office, provide necessary bookkeeping services for the Board. All vouchers and payments will be prepared for signature by the designated Board official in accordance with standard State auditing procedures. The Contractor is to be familiar with SMART accounting procedures and to

comply with all SMART accounting requirements of the State. Commercially available computer accounting programs may be used by the Contractor but must be approved in advance by the State Treasurer and State Auditor. The accounting program and records generated by said program are the property of the Board.

#### **PART V – FINANCIAL SUPPORT**

- A. Monitor accounts of funds including the Board’s operating account and investment accounts.
- B. Transfer funds as required between accounts, based on authority granted by the Board.
- C. File reimbursement requests with the Office of the State Treasurer and/or Alabama Department of Finance Comptroller’s Office to reimburse Alabama Drycleaning Trust Fund participants for authorized costs.
- D. File any forms required by the Office of the State Treasurer and/or the Alabama Department of Finance for payments from the Trust Fund (i.e., tax forms, change in ownership, address changes, etc.)
- E. Provide records for annual audits by the Alabama Department of Examiners of Public Accounts.

#### **PART VI – COMPENSATION AND EXPENSES**

- A. Compensation and Expenses
  - 1. An annual fee, broken into monthly payments, for the performance of services should be submitted for provision of services set forth herein.
- B. Invoice for Payment
  - 1. Payment will be approved by the Board’s authorized representative for services performed upon submittal of a monthly invoice.
  - 2. Payment shall be made only to the Contractor, and the Board shall have no obligation to any other person or corporation for expenses incurred by the Contractor. The Contractor has no authority to make any contracts, oral or written, in the name of the Board.

#### **PART VII – INDEPENDENT CONTRACTOR**

- A. Introduction & Requirements

The Contractor is an independent contractor. Neither the Contractor nor its agents or employees shall be deemed employees of the State of Alabama or

of the Board. The Contractor shall have no power or authority to bind or otherwise obligate the Board in any manner, except that the Board shall make payment to the Contractor for services and expenses incurred as provided herein.

1. The Contractor shall provide for an Executive Secretary qualified to execute the executive and administrative services described in the aforementioned scope of work. In addition to providing for the executive and administrative services, the Contractor shall provide for the secretarial and clerical services necessary to carry out the Board's duties and responsibilities.
2. The Contractor shall have no unresolved prior findings from either Sunset Review Audit Report(s) or Legal Compliance Audit Report(s) that are within the control of the Contractor.
3. The Contractor will work as directed by the Board and will not act unilaterally on behalf of the Board.

B. Conflicts of Interest

The Contractor for the Board shall provide professional services utilizing the highest standard of ethics under the laws of the State of Alabama and should exercise special care to avoid any conflicts of interest in providing these services.

C. Professional Code of Conduct

The Contractor and employees will represent the Board with the highest professional standards in mind and will not do anything to bring reproach upon the Board's professional reputation.

D. Management Proficiency

The Contractor is preferred to have an exemplary record of management as reflected by their most recent Sunset Review conducted by the Department of Examiners of Public Accounts or the equivalent agency in the State in which they have experienced managing a State Commission or Agency.

E. Status

It is understood that neither the Contractor nor his/her employees are state employees and, as such, are not entitled to the merits of the State Merit System under this contract.

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, the Contractor'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 contract, 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 be 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.

### **PART VIII – CONTRACT TERM**

- A. This contract shall be for a term of twelve (12) months with the option to renew for two (2) additional 12-month periods, beginning on the date of award and shall expire on the corresponding anniversary date. It is understood by both parties that this administrative services contract may be terminated at any time by either party upon 60 days' written notice to the other party.
- B. The provisions, conditions, and terms of this contract are dependent upon the availability of funds to the Board. In the event that insufficient funds are available for the services requested herein, termination or reduction of work effort may be required of the Contractor.
- C. Notwithstanding any provision to the contrary, this contract may be terminated immediately for cause. Cause shall mean theft, defalcation, unprofessional behavior, misuse and/or abuse of alcohol, drugs, or any act of fraud or misrepresentation.

### **PART IX – PROPOSAL CONTENT**

Each proposal must be submitted in writing and include the following:

- A. A summary of the submitter's experience in providing administrative and logistical support services.
- B. A statement of the qualifications and related experience of the personnel who will perform the services.
- C. A description of the management system to be utilized by the contractor, to include a security system to protect the Board's files and records.
- D. A statement indicating which computer database, word processing, and accounting systems, if needed, will be used for maintaining and managing the Board's records.

- E. A description of the submitter's physical facilities and equipment available to the Board. The Contractor must have a minimum of 100 cubic feet of storage for paper files and event equipment. The Contractor must have equipment necessary to communicate with the Board, the Board's employees and consultants, ADECs, and state agencies necessary to facilitate the business of the Board.
- F. A copy of the submitter's current license issued by the city in which the submitter operates.
- G. A copy of the submitter's memorandum of understanding cover and signature pages documenting enrollment in the E-Verify program for employment verification.
- H. Completed State of Alabama disclosure statement.
- I. A copy of the last Sunset Review Audit Reports and Legal Compliance Audit Reports of each licensing agency admitted administered by the contractor if applicable.
- J. Submitter's annual fee, broken into monthly payments, for provision of services set forth in Part II, Scope of Work, along with an annual amount for travel and miscellaneous expenses incurred in carrying out services set forth in Part II, Scope of Work.

## **PART X – EVALUATION CRITERIA**

The contractor will be graded on a scale of 0 to 10 based on the following criteria:

- A. Facilities: it is preferred that the Contractor have a place to meet in Montgomery, access to a conference room with enough seating to accommodate members of the Board, staff, attorney, and members of the public for Board meetings, and 100 cubic feet of storage for paper records and event equipment.
- B. Experience: it is preferred that the Contractor have experience, training, or is willing to be trained in the usage of STAARS, Alabama Buys, Microsoft, State Budgeting, and any other systems that are listed or described in this RFP.
- C. Value: will be assessed by comparing cost of proposal to facilities and experience.



## **PART XI – COMPLIANCE WITH EXECUTIVE ORDER 726**

In compliance with Executive Order 726, the Contractor agrees to comply with the Alabama Ethics Law in Chapter 25 of Title 36, Code of Alabama 1975, and the Nepotism Law in Ala. Code § 41-1-5 as if Contractor were a full-time agency head and public employee of the State of Alabama. To that end, and without limiting the duty set forth in the preceding sentence:

- A. Contractor agrees to participate in the “online educational review” of the Alabama Ethics Law offered by the Ethics Commission pursuant to Ala. Code § 36-25-4.2(e) within 30 days of the effective date of this contract unless the Contractor has previously participated in the review within the preceding two years. Thereafter, Contractor agrees to participate in the online training at least once every two years while the contract is in effect. Contractor shall maintain evidence of completion of the review in the Board’s files while this contract is in effect.
- B. Contractor agrees to file a Statement of Economic Interest pursuant to Ala. Code § 36-25-14 as if the Contractor were a full-time public employee serving as a supervisor.
- C. Contractor agrees and acknowledges that this contract may be terminated immediately upon finding by the Board that it reasonably appears the supplier violated the requirements in this paragraph. Contractor agrees to pay liquidated damages to the Board in the amount of \$2,000.00 per violation for each actual violation of the requirements in this paragraph.

## **PART XII PROPOSAL SUBMISSION**

### **1. Proposal Questions:**

All questions must be submitted via email to [rfp.questions@purchasing.alabama.gov](mailto:rfp.questions@purchasing.alabama.gov). The email subject line must include the solicitation number and title. Question deadline is Thursday, December 5, 2024 at 4:00 p.m. CT.

### **2. Proposal Submission:**

All proposals must be submitted via email to [rfp.responses@purchasing.alabama.gov](mailto:rfp.responses@purchasing.alabama.gov) by the close date. The email subject line must include the solicitation number and title. Proposals are due by December 18, 2024 at 4:00 p.m. CT.