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## **Request for Proposal Standard Terms and Conditions**

### **1. Authority**

Division 4 of the Department of Finance Administrative Code (Chapters 355-4-1 through 355-4-6), effective October 1, 2022, is incorporated by reference and made a part of this document. To view the relevant provisions of the Administrative Code, visit our website <https://purchasing.alabama.gov/>

### **2. Prohibited Contacts; Inquiries regarding this RFP**

From the Release Date of this Request for Proposal (hereafter referred to as RFP) until a contract is awarded, parties that intend to submit, or have submitted, a Proposal are prohibited from communicating with any members of the Soliciting Party's Team for this transaction who may be identified herein or after the Release Date, or other employees or representatives of the Soliciting Party regarding this RFP or the underlying transaction except the designated contact(s).

### **3. Nonresponsive Proposals**

Any Proposal that does not satisfy requirements of the RFP may be deemed non-responsive and may be disregarded without evaluation. Supplemental information, including information necessary to clarify a proposal, may be required from any offeror.

### **4. Changes to RFP; Changes to Schedule**

The Soliciting Party reserves the right to change or interpret the RFP prior to the Proposal Due Date. Changes will be communicated to those parties receiving the RFP who have not informed the Soliciting Party's designated contact that a Proposal will not be submitted. Changes to the deadline or other scheduled events may be made by the Soliciting Party as it deems to be in its best interest.

### **5. Expenses of Proposal**

An offeror will not be reimbursed for any expenses incurred in preparation of a proposal.

### **6. Rejection of Proposals**

The State reserves the right to reject any and all proposals and cancel this Request if, in its sole discretion, it deems such action to be in its best interest.

### **7. The Final Terms of the Engagement**

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

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State so dictate. Notice is hereby given that there are certain terms standard to commercial contracts in private sector use which the State 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 supplier, including those limiting damages to the cost of goods or services.

## **8. Choice of Law; Venue**

This Contract will be governed by laws of the State of Alabama and the sole venue for litigation and alternative dispute resolution activities will be the City of Montgomery in the State of Alabama. No other court shall have jurisdiction.

## **9. Not to Constitute a Debt of the State**

The terms and commitments contained in the solicitation, or any contract resulting from this solicitation, shall not constitute a debt of the State of Alabama, the incurring of which is prohibited by Section 213 of the Official Recompilation of the Constitution of Alabama, 1901, as amended.

## **10. Proration**

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the supplier shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

## **11. Non-appropriation of funds**

Section 41-4-144(c) of the Code of Alabama 1975 states: "(c) 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 the supplier 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. The cost of cancellation may be paid from any appropriations available for that purpose."

## **12. Open Trade/No Boycott**

For the term of this contract, supplier represents that it is not currently engaged in, and agrees not to 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.

## **13. Dispute Resolution**

In the event of any dispute between the parties arising from this solicitation and any agreement relating to purchases or leases resulting therefrom, 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, supplier'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,

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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 Association.

#### **14. Cancellation**

A contract for supplies may be canceled by the Chief Procurement Officer, for justifiable cause, by giving the supplier thirty (30) days written notice. A supplier may request cancellation and the Chief Procurement Officer may grant the request, in his or her sole discretion, if performance is prevented by an act of God, act of War, order of legal authority, or other unavoidable circumstances not attributable to the fault or negligence of the supplier. Contracts for services may be cancelled for justifiable cause by the Chief Procurement Officer by giving the supplier at least 72 hours' written notice. The burden of proof for such relief rests with the supplier. All correspondence pertaining to cancellation of a contract must be addressed to the Chief Procurement Officer with a copy to the using agency.

#### **15. Sales Tax Exemption**

Pursuant to Section 40-23-4 (a)(11) of the Code of Alabama 1975, the State of Alabama is exempt from paying sales tax. An exemption letter will be furnished upon request.

#### **16. No Indemnification**

Supplier acknowledges and agrees that, under the terms of this solicitation and agreements relating to purchases or leases resulting therefrom, the State is prohibited from indemnifying the supplier. The State does not agree to and will not indemnify the supplier for any reason. The State of Alabama does not release or waive, expressly or implied, the State of Alabama's right to assert sovereign immunity or any other affirmative defense right it may have under law. The State of Alabama shall control the defense and settlement of any legal proceeding on behalf of the State, including the selection of attorneys.

#### **17. Foreign Corporation – Alabama Secretary of State Registration**

Section 10A-1-7.01 to -7.14 of the Code of Alabama 1975 require a foreign entity (an out-of-state company/firm) to register with the Alabama Secretary of State's Office before transacting business in the State.

#### **18. 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 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 Agreement with the United States Department of Homeland Security that program and will use that program for the duration of this contract.

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As required by Section 31-13-9(k) of the Code of Alabama 1975, the supplier 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/>

## **19. 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.

## **20. Disclosure Statement**

A Proposal must include one original Disclosure Statement as required by Code Section 41-16-82, et seq., of the Code of Alabama 1975. The Disclosure Statement, and information, may be downloaded from the State of Alabama Attorney General’s web site at <https://www.alabamaag.gov/Forms>

## **21. Certification Pursuant to Act No. 2006-557**

Section 41-4-142 of the Code of Alabama 1975 (Act No. 2006-557) provides that every bid submitted and contract executed shall contain a certification that the supplier, supplier, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama State and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid or proposal, the supplier is hereby certifying that they are in full compliance with Section 41-4-142, they are not barred from bidding or entering into a contract as a result and acknowledges that the awarding authority may declare the contract void if the certification is false.

## **22. Supplier Qualifications**

After bid opening, the State reserves the right to request written proof of qualifications including, but not limited to, manufacturer’s reseller authorization, professional licenses, certificates of insurance, etc.

## **23. Pricing**

The State of Alabama reserves the right to conduct analysis based on cost realism and/or price reasonableness for any or all bids as determined necessary in the sole discretion of the Chief Procurement Officer. Such analysis may include requests pursuant to Section 41-4-141 of the Code of Alabama 1975.

## **24. Product Delivery, Receiving and Acceptance:**

In accordance with the Uniform Commerce Code (Title 7 of the Code of Alabama 1975), after delivery, the State of Alabama shall have the right to inspect all products before accepting. The State will inspect products in a reasonable timeframe. Signature on a delivery document does not constitute acceptance by the State. The State will accept products only after satisfactory inspection.

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## **25. Invoices**

Inquiries concerning invoice payments are to be directed to the receiving agency.

## **26. Late Payments**

Penalty for agencies paying invoices late may not exceed the rate charged by State of Alabama Comptroller's Office per Section 41-16-3 of the Code of Alabama 1975 and as established by the Secretary of the Treasury under the authority of 26 U.S.C. §6621.

## **27. Electronic Payments**

Suppliers must accept multiple forms of electronic payment at no additional cost to the State. Payment forms include but are not limited to state issued credit cards, P-cards, EFT or other forms of electronic payment.

## **28. Supplier Registration**

Suppliers may receive bid notices by registering for commodities at the Alabama Buys supplier portal, <https://alabamabuys.gov>

## **29. Internet Website Links**

Internet and/or website links will not be accepted in solicitation responses as a means to supply any requirements stated in this solicitation.

## **30. Solicitation Responses and Results**

The complete solicitation file will be made available for review as provided by (or as outlined) in Section 41-4-115 of the Code of Alabama 1975 and Rule 355-4-1-.04 of the Department of Finance Administrative Code.

## **31. Exception to Terms and Conditions**

Suppliers may place any qualifications, exceptions, conditions, reservations, limitations, or substitutions in their bid or proposal concerning the contract terms and conditions. However, the State is not obligated to accept any changes to the published terms and conditions of the solicitation.

## **32. Intent to Award**

The State of Alabama Office of the Chief Procurement Officer will issue an '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](mailto:protests@purchasing.alabama.gov)

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### **33. Confidentiality**

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.

### **34. Click Wrap**

The State of Alabama acknowledges that additional terms between the supplier and the State or third-party terms may apply but does not agree to be bound by them unless provided for review and separately agreed to in writing by an authorized official of the State of Alabama. If the purchase or use of the supplies or services provided utilizes a computer interface, no State of Alabama end user shall be deemed to have agreed to any clause by virtue of it appearing in an "I agree" click box or other comparable mechanism ("click-wrap" or "browse-wrap"); rather the terms and conditions, such as End User License Agreements, may only be accepted by inclusion in an agreement and signature by an authorized official of the State of Alabama. If the terms and conditions or any other third-party terms and conditions are invoked through click wrap, execution by any unauthorized individual shall not bind the end user or the State of Alabama to such clause. Any clause which requires the State of Alabama to indemnify another party or clause which assigns jurisdiction to any state other than Alabama which is contained in such click-wrap is deemed to be stricken from the terms and conditions unless expressly agreed in writing and under the signature of an authorized individual.

### **35. Assignment**

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

### **36. Debarment and Suspension**

Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any governmental department or agency. If supplier cannot certify this statement, supplier must attach a written explanation for review by the Chief Procurement Officer.

### **37. Merit System Exclusion**

It is understood and agreed that supplier is an independent supplier and as such all services rendered by supplier and its agents and employees thereof shall be as an independent supplier and not as an employee, Merit or otherwise, of the State of Alabama, and supplier or its agents and employees thereof shall not be entitled to or receive Merit System benefits.

### **38. 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.

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### **39. Volume of Business**

Except as otherwise stated in this solicitation, the State of Alabama cannot and does not guarantee any volume of business.

### **40. 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.

### **41. Legislative Contract Review Committee**

Personal and professional services contracts with the State may be subject to review by the Contract Review Permanent Legislative Oversight Committee in accordance with Section 29-2-40, et seq. of the Code of Alabama 1975. The supplier is required to be knowledgeable of the provisions of that statute and the rules of the committee. These rules can be found at <https://alison.legislature.state.al.us/contract-review>. If a contract resulting from this RFP is to be submitted for review the service provider must provide the forms and documentation required for that process.

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

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

Revised 06/03/2025



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**STATE OF ALABAMA**  
**DEPARTMENT OF AGRICULTURE AND INDUSTRIES**



**REQUEST FOR PROPOSALS  
FOR ALABAMA CLEAN DAY  
WASTE AGRICULTURE PESTICIDES  
COLLECTION AND DISPOSAL PROGRAM**

**RFP # 25000000001**

**SECTIONS:**

- 1. INTRODUCTION**
- 2. RFP SCHEDULE OF EVENTS**
- 3. PROPOSAL REQUIREMENTS**
- 4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS**
- 5. PROPOSAL EVALUATION & CONTRACT AWARD**

**ATTACHMENTS:**

- 6.1. Proposal Statement of Certifications & Assurances**
- 6.2. Technical Proposal & Evaluation Guide**
- 6.3. Cost Proposal & Scoring Guide**
- 6.4. Reference Questionnaire**
- 6.5. *Pro Forma* Contract**

- A. Scope of Services**

**EXIHIBITS:**

- A. Certificate of Compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act**

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## 1. INTRODUCTION

The State of Alabama, Department of Agriculture and Industries, hereinafter referred to as “the State,” has issued this Request for Proposals (RFP) to define minimum service requirements; solicit proposals; detail proposal requirements; and, outline the State’s process for evaluating proposals and selecting a contractor to provide the needed service.

Through this RFP, the State seeks to buy the best services at the most favorable, competitive prices and to give ALL qualified businesses, including those that are owned by minorities, women, persons with a handicap or disability, and small business enterprises, opportunity to do business with the state as contractors and sub-contractors.

### Statement of Procurement Purpose

The State intends to secure a contract for the continuance of a program to assist farmers with the disposal of their waste pesticides.

The State Department of Agriculture and Industries has had a program since 1994 for the disposal of unwanted agricultural pesticides. In this time, over 1,000,000 pounds of unwanted and unusable pesticides from across the state have been collected. Farmers will continue to accumulate pesticides which have become unusable because they have been banned from use, are no longer approved for use on the crop for which they were originally purchased, cannot be identified due to loss or deterioration of their labels, or the product has deteriorated. Rather than risk contaminating the environment of their families and communities, many farmers keep the chemicals in storage with the hope of someday being able to use or dispose of them in an environmentally acceptable manner.

### Scope of Service, Contract Period, & Required Terms and Conditions

The RFP Attachment 6.5., *Pro Forma* Contract and associated Attachment A., Scope of Services, details the State’s required:

- # Scope of Services and Deliverables
- # Contract Period
- # Payment Terms
- # Standard Terms and Conditions
- # Special Terms and Conditions

The *pro forma* contract substantially represents the contract document that the successful Proposer must sign. The contract will become effective the date of the Governor’s signature and expire two years after. The contract must be reviewed and approved by the Chief Procurement Officer and the Contract Review Committee.

All work performed under this Agreement shall begin on the date on which this Agreement is fully executed including all state signatures and shall terminate two years from the date of contract’s execution. This Agreement is conditioned upon the receipt of sufficient funds from the Alabama Legislature and/or the U.S. Environmental Protection Agency and is subject to termination in the event of proration of the fund from which payment under this Agreement is to be made.

### Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of a Contract pursuant to this RFP or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Alabama state constitutional, or statutory law. The Contractor pursuant to this RFP shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

### RFP Communications

The State has assigned the following RFP identification number that must be referenced in all communications regarding this RFP:

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### **RFP # 25000000001**

Unauthorized contact about this RFP with employees or officials of the State of Alabama except as detailed below may result in disqualification from consideration under this procurement process.

Potential proposers must direct communications relating to this RFP to the following person designated as the RFP Coordinator.

Daniel Sheffield  
Alabama Department of Agriculture and Industries  
1445 Federal Drive  
Montgomery, Alabama 36107  
E-mail: daniel.sheffield@agi.alabama.gov  
FAX-334-240-7168

Only the State's official, written responses and communications will be binding with regard to this RFP. The State will consider oral communications of any type to be unofficial and non-binding.

Potential proposers must ensure that the State receives all written comments, including questions and requests for clarification, no later than the Written Comments Deadline detailed in the RFP Section 2, Schedule of Events.

Proposers must assume the risk of the method of dispatching any communication or proposal to the State. The State assumes no responsibility for delays or delivery failures resulting from the method of dispatch. Actual or digital "postmarking" of a communication or proposal to the State by a specified deadline date will not substitute for the State's actual receipt of a communication or proposal.

The State reserves the right to determine, at its sole discretion, the appropriate and adequate responses to written comments, questions, and requests related to this RFP. The State's official, written responses will constitute an amendment of this RFP. The State reserves the right to determine, at its sole discretion, the appropriate and adequate responses to written comments, questions, and requests related to this RFP. The State's official, written responses will constitute an amendment of this RFP.

Any data or factual information provided by the State (in this RFP, an RFP amendment or any other communication relating to this RFP) is for informational purposes only. The State will make reasonable efforts to ensure the accuracy of such data or information; however, it is within the discretion of Proposers to independently verify any information before relying thereon.

### **Proposer Required Review & Waiver of Objections**

Each potential proposer must carefully review this RFP, including, but not limited to, attachments, the RFP Attachment 6.5., *Pro Forma* Contract, and any amendments, for any questions, comments, defects, objections, or other matter requiring clarification or correction (collectively called "questions and comments").

Any potential proposer having questions and comments concerning this RFP must provide such in writing to the State no later than the Written Comments Deadline detailed in the RFP Section 2, Schedule of Events.

Protests based on any objection shall be considered waived and invalid if the objection has not been brought to the attention of the State, in writing, by the Written Comments Deadline.

### **Proposal Deadline**

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A Proposer must ensure that the State receives a proposal no later than the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events. A proposal must respond, as required, to this RFP (including its attachments) as may be amended. The State will not accept late proposals, and a Proposer's failure to submit a proposal before the deadline will result in disqualification of the proposal.

## 2. RFP SCHEDULE OF EVENTS

The following RFP Schedule of Events represents the State's best estimate for this RFP.

EVENT	TIME (central time zone)	DATE (all dates are state business days)
1. RFP Issued	8:00 A.M.	August 1, 2025
2. Disability Accommodation Request Deadline	4:00 P.M.	August 4, 2025
3. Written "Questions & Comments" Deadline	5:00 P.M.	August 7, 2025
4. State Response to Written "Questions & Comments in STAARS"	5:00 P.M.	August 11, 2025
5. Proposal Deadline	5:00 P.M.	August 22, 2025

**The State reserves the right, at its sole discretion, to adjust the RFP Schedule of Events as it deems necessary.** Any adjustment of the Schedule of Events shall constitute an RFP amendment, and the State will communicate such to potential proposers.

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### 3. PROPOSAL REQUIREMENTS

#### Proposal Form

A response to this RFP must consist of two parts, a **Technical Proposal** and a **Cost Proposal**.

**Technical Proposal.** The RFP Attachment 6.2., Technical Proposal & Evaluation Guide details specific requirements for making a Technical Proposal in response to this RFP. The guide includes mandatory requirement items, general qualifications and experience items, and technical qualifications, experience, and approach items all of which must be addressed with a written response and, in some instances, additional documentation.

**NOTICE: A technical proposal must not include any pricing or cost information. If any pricing or cost information amounts of any type (even pricing relating to other projects) is included in any part of the technical proposal, the state will deem the proposal to be non-responsive and reject it.**

A Proposer must use the RFP Attachment 6.2., Technical Proposal & Evaluation Guide to organize, reference, and draft the Technical Proposal by duplicating the attachment, adding appropriate proposal page numbers as required, and using the guide as a table of contents covering the Technical Proposal.

A proposal should be economically prepared, with emphasis on completeness and clarity. A proposal, as well as any reference material presented, must be written in English and must be written on standard 8 ½" x 11" pages (although oversize exhibits are permissible). All proposal pages must be numbered.

All information and documentation included in a Technical Proposal should respond to or address a specific requirement detailed in the RFP Attachment 6.2., Technical Proposal & Evaluation Guide. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will not contribute to evaluations.

The State may determine a proposal to be non-responsive and reject it if:

- a. the Technical Proposal document does not appropriately respond to, address, or meet all of the requirements and proposal items detailed in the RFP Attachment 6.2., Technical Proposal & Evaluation Guide.

**Cost Proposal.** A Cost Proposal must be recorded on an exact duplicate of the RFP Attachment 6.3., Cost Proposal & Scoring Guide.

**NOTICE: If a proposer fails to submit a cost proposal exactly as required, the state will deem the proposal to be non-responsive and reject it.**

A Proposer must only record the proposed cost exactly as required by the RFP Attachment 6.3., Cost Proposal & Scoring Guide and must NOT record any other rates, amounts, or information.

The proposed cost shall incorporate ALL costs for services under the contract for the total contract period.

A Proposer must sign and date the Cost Proposal.

A Proposer must submit the Cost Proposal to the State in a sealed package separate from the Technical proposal (as detailed in RFP Sections 3.2.3., *et seq.*).

#### Proposal Delivery

A Proposer must deliver a proposal in response to this RFP as detailed below. The State will not accept a proposal delivered by any other method.

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A Proposer must ensure that both the original Technical Proposal and Cost Proposal documents meet all form and content requirements detailed within this RFP for such proposals including but not limited to required signatures.

A Proposer must submit original Technical Proposal and Cost Proposal documents and copies as specified below:

One (1) original Technical Proposal paper document labeled:

**“RFP # 25000000001 TECHNICAL PROPOSAL ORIGINAL”**

and two (2) copies of the Technical Proposal each in the form of one (1) digital document in “PDF” format properly stored/saved on its own otherwise blank USB thumb drive labeled in permanent marker with:

**“TC”**

The digital copies should be the exact same as the paper versions; any discrepancy between the paper Technical Proposal document and any digital copies may result in the State rejecting the proposal as non-responsive.

One (1) original Cost Proposal paper document labeled:

**“RFP # 25000000001 COST PROPOSAL ORIGINAL”**

and one (1) copy in the form of a digital document in “PDF/XLS” format with:

**“CC”**

In the event of a discrepancy between the original Cost Proposal document and the digital copy, the original, signed document will take precedence.

A Proposer must, seal, package, and label the documents and discs for delivery as follows:

The Technical and Cost Proposal original documents and copy drives must be placed in a sealed package that is clearly labeled:

**“DO NOT OPEN... RFP # 25000000001 TECHNICAL AND COST PROPOSALS FROM [PROPOSER LEGAL ENTITY NAME]”**

A Proposer must ensure that the State receives a proposal in response to this RFP no later than the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events at the following address:

Daniel Sheffield  
Alabama Department of Agriculture and Industries  
Pesticide Management  
1445 Federal Drive  
Montgomery, Alabama 36107

### **Proposal & Proposer Prohibitions**

A proposal must not include the Proposer’s own contract terms and conditions. If a proposal contains such terms and conditions, the State, at its sole discretion, may negotiate with the Proposer to make accommodations before submitting a proposal.

A proposal must not restrict the rights of the State or otherwise qualify the offer to deliver services as required by this RFP or the Cost Proposal. If a proposal restricts the rights of the State or otherwise qualifies the offer to deliver services as required by this RFP or the Cost Proposal, the State, at its sole discretion, may determine the proposal to be a non-responsive counteroffer and reject it.

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A proposal must not propose alternate services (*i.e.*, offer services different from those requested and required by this RFP). The State will consider a proposal of alternate services to be non-responsive and reject it.

A Cost Proposal must not result from any collusion between Proposers. The State will reject any Cost Proposal that was not prepared independently without collusion, consultation, communication, or agreement with any other Proposer. Regardless of the time of detection, the State will consider any such actions to be grounds for proposal rejection or contract termination.

A Proposer must not provide, for consideration in this RFP process or subsequent contract negotiations, incorrect information that the Proposer knew or should have known was materially incorrect. If the State determines that a Proposer has provided such incorrect information, the State will deem the Proposer's proposal non-responsive and reject it.

A Proposer must not submit more than one Technical Proposal and one Cost Proposal in response to this RFP. If a Proposer submits more than one Technical Proposal or more than one Cost Proposal, the State will deem all of the proposals non-responsive and reject them.

A Proposer must not submit a proposal as a prime contractor while also permitting one or more other Proposers to offer the Proposer as a subcontractor in their own proposals. Such may result in the disqualification of all Proposers knowingly involved. This restriction does not, however, prohibit different Proposers from offering the same subcontractor as a part of their proposals (provided that the subcontractor does not also submit a proposal as a prime contractor).

A Proposer must not be (and the State will not award a contract to):

- a. an individual who is, or within the past six months has been, an employee of the State of Alabama or who is a volunteer member of a State board or commission that votes for, lets out, overlooks, or any manner superintends the services being procured in this RFP;
- b. a company, corporation, or any other contracting entity in which an ownership of two percent (2%) or more is held by an individual who is, or within the past six months has been, an employee of the State of Alabama (this will not apply either to financial interests that have been placed into a "blind trust" arrangement pursuant to which the employee does not have knowledge of the retention or disposition of such interests or to the ownership of publicly traded stocks or bonds where such ownership constitutes less than 2% of the total outstanding amount of the stocks or bonds of the issuing entity);
- c. a company, corporation, or any other contracting entity which employs an individual who is, or within the past six months has been, an employee of the State of Alabama in a position that would allow the direct or indirect use or disclosure of information, which was obtained through or in connection with his or her employment and not made available to the general public, for the purpose of furthering the private interest or personal profit of any person; or,
- d. any individual, company, or other entity involved in assisting the State in the development, formulation, or drafting of this RFP or its scope of services (such person or entity being deemed by the State as having information that would afford an unfair advantage over other Proposers).

For the purposes of applying the requirements of this RFP subsection 3.3.8., the State will deem an individual to be an employee of the State of Alabama until such time as all compensation for salary, termination pay, and annual leave has been paid, but the term "employee of the State of Alabama" shall not include individuals performing volunteer services for the State of Alabama.

#### **Proposal Errors & Revisions**

A Proposer is liable for any and all proposal errors or omissions. A Proposer will not be allowed to alter or revise proposal documents after the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events unless such is formally requested, in writing, by the State.

#### **Proposal Withdrawal**



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A Proposer may withdraw a submitted proposal at any time before the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events by submitting a written request signed by an authorized Proposer representative. After withdrawing a proposal, a Proposer may submit another proposal at any time before the Proposal Deadline.

#### **Proposal of Additional Services**

If a proposal offers services in addition to those required by and described in this RFP, the State, at its sole discretion, may add such services to the contract awarded as a result of this RFP. Notwithstanding the foregoing, a Proposer must not propose any additional cost amount(s) or rate(s) for additional services. Regardless of any additional services offered in a proposal, the Proposer's Cost Proposal must only record the proposed cost as required in this RFP and must not record any other rates, amounts, or information.

#### **Proposal Preparation Costs**

The State will not pay any costs associated with the preparation, submittal, or presentation of any proposal.

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#### 4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS

##### **RFP Amendment**

The State reserves the right to amend this RFP at any time, provided that it is amended in writing. However, prior to any such amendment, the State will consider whether it would negatively impact the ability of potential proposers to meet the proposal deadline and revise the RFP Schedule of Events if deemed appropriate. If an RFP amendment is issued, the State will convey it to potential proposers who submitted a Notice of Intent to Propose (refer to RFP Section 1.7). A proposal must respond, as required, to the final RFP (including its attachments) as may be amended.

##### **RFP Cancellation**

The State reserves the right, at its sole discretion, to cancel or to cancel and reissue this RFP in accordance with applicable laws and regulations.

##### **State Right of Rejection**

Subject to applicable laws and regulations, the State reserves the right to reject, at its sole discretion, any and all proposals.

The State may deem as non-responsive and reject any proposal that does not comply with all terms, conditions, and performance requirements of this RFP. Notwithstanding the foregoing, the State reserves the right to waive, at its sole discretion, a proposal's minor variances from full compliance with this RFP. If the State waives variances in a proposal, such waiver shall not modify the RFP requirements or excuse the Proposer from full compliance with such, and the State may hold any resulting Contractor to strict compliance with this RFP.

##### **Assignment & Subcontracting**

The Contractor may not subcontract, transfer, or assign any portion of the Contract awarded as a result of this RFP without prior approval of the State. The State reserves the right to refuse approval, at its sole discretion, of any subcontract, transfer, or assignment.

If a Proposer intends to use subcontractors, the proposal in response to this RFP must specifically identify the scope and portions of the work each subcontractor will perform (refer to RFP Attachment 6.2., Section B, General Qualifications & Experience Item B.14.).

Subcontractors identified within a proposal in response to this RFP will be deemed as approved by the State unless the State expressly disapproves one or more of the proposed subcontractors prior to signing the Contract.

The Contractor resulting from this RFP may only substitute another subcontractor for a proposed subcontractor at the discretion of the State and with the State's prior, written approval.

Notwithstanding any State approval relating to subcontracts, the Contractor resulting from this RFP will be the prime contractor and will be responsible for all work under the Contract.

##### **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."

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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 if applicable, 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 USDHS issues upon enrollment. E-Verify enrollment can be accomplished at the website of the United States Department of Homeland Security at <http://www.uscis.gov>.

### **Right to Refuse Personnel**

The State reserves the right to refuse, at its sole discretion and notwithstanding any prior approval, any personnel of the prime contractor or a subcontractor providing service in the performance of a contract resulting from this RFP. The State will document in writing the reason(s) for any rejection of personnel.

### **Insurance**

At any time, the State may require the Contractor resulting from this RFP to provide a valid, Certificate of Insurance indicating current insurance coverage meeting minimum requirements as may be specified by this RFP. A failure to provide said documentation will be considered a material breach and grounds for contract termination.

### **Licensure**

All persons, agencies, firms, or other entities that provide legal or financial opinions, which a Proposer provides for consideration and evaluation by the State as a part of a proposal in response to this RFP, shall be properly licensed to render such opinions.

Before the Contract resulting from this RFP is signed, the apparent successful Proposer (and Proposer employees and subcontractors, as applicable) must hold all necessary, appropriate business and professional licenses to provide service as required. The State may require any Proposer to submit evidence of proper licensure.

### **Disclosure of Proposal Contents**

Each proposal and all materials submitted to the State in response to this RFP become the property of the State of Alabama. Selection or rejection of a proposal does not affect this right. By submitting a proposal, a Proposer acknowledges and accepts that the full proposal contents and associated documents will become open to public inspection in accordance with the laws of the State of Alabama.

The State will hold all proposal information, including both technical and cost information, in confidence during the evaluation process. Notwithstanding the foregoing, a list of actual Proposers submitting timely proposals may be available to the public, upon request, after technical proposals are opened.

Upon completion of proposal evaluations, indicated by public release of an Evaluation Notice, the proposals and associated materials will be open for review by the public in accordance with *Alabama Code Annotated*, Section 10-7-504(a)(7).

### **Contract Approval and Contract Payments**

This RFP and its contractor selection process do not obligate the State and do not create rights, interests, or claims of entitlement in either the Proposer with the apparent best-evaluated proposal or any other Proposer. State obligations pursuant to a contract award shall commence only after the contract is signed by the State agency head and the Contractor and after the Contract is approved by all other state officials as required by applicable laws and regulations.

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No payment will be obligated or made until the relevant Contract is approved as required by applicable statutes and rules of the State of Alabama.

The State shall not be liable for payment of any type associated with the Contract resulting from this RFP (or any amendment thereof) or responsible for any work done by the Contractor, even work done in good faith and even if the Contractor is orally directed to proceed with the delivery of services, if it occurs before the Contract start date or after the Contract end date.

All payments relating to this procurement will be made in accordance with the Payment Terms and Conditions of the Contract resulting from this RFP (refer to RFP Attachment 6.5., *Pro Forma* Contract).

If any provision of the Contract provides direct funding or reimbursement for the competitive purchase of services or items to be delivered to the State as a component of contract performance or otherwise provides for the reimbursement of specified, actual costs, the State will employ all reasonable means and will require all such documentation that it deems necessary to ensure that such purchases were competitive and costs were reasonable, necessary, and actual. The Contractor shall provide reasonable assistance and access related to such review. Further, the State shall not remit, as funding or reimbursement pursuant to such provisions, any amount(s) which it determines did not result from a reasonably competitive purchase or do not represent reasonable, necessary, and actual costs.

#### **Contractor Performance**

The Contractor resulting from this RFP will be responsible for the completion of all service set out in this RFP (including attachments) as may be amended. All service is subject to inspection and evaluation by the State. The State will employ all reasonable means to ensure that service is progressing and being performed in compliance with the Contract, and the Contractor must cooperate with such efforts.

#### **Contract Amendment**

During the course of a Contract pursuant to this RFP, the State may request the Contractor to perform additional work within the general scope of the Contract and this RFP, but beyond the specified scope of service, and for which the Contractor may be compensated. In such instances, the State will provide the Contractor a written description of the additional work. The Contractor must respond to the State with a time schedule for accomplishing the additional work and a price for the additional work based on the rates included in the Contractor's proposal to this RFP. If the State and the Contractor reach an agreement regarding the work and associated compensation, such agreement must be affected by means of a Contract Amendment. Further, any such amendment requiring additional work must be signed by both the State agency head and the Contractor and must be approved by other state officials (CPO, LOC, and the governor) as required by applicable statutes and rules of the State of Alabama. The Contractor must not commence additional work until the State has issued a written Contract Amendment with all required approvals.

#### **Severability**

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, said decision will not affect the validity of the remaining RFP terms and provisions, and the rights and obligations of the State and Proposers will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

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## 5. PROPOSAL EVALUATION & CONTRACT AWARD

### Evaluation Categories & Maximum Points

The State will consider qualifications, experience, technical approach, and cost in the evaluation of proposals and award points in each of the categories detailed below (up to the maximum evaluation points indicated) to each apparently responsive proposal.

EVALUATION CATEGORY	MAXIMUM POINTS POSSIBLE
<b>General Qualifications &amp; Experience</b> (refer to RFP Attachment 6.2., Section B)	<b>40</b>
<b>Technical Qualifications, Experience &amp; Approach</b> (refer to RFP Attachment 6.2., Section C)	<b>30</b>
<b>Cost Proposal</b> (refer to RFP Attachment 6.3.)	<b>30</b>

### Evaluation Process

The proposal evaluation process is designed to award the contract resulting from this RFP not necessarily to the Proposer offering the lowest cost, but rather to the responsive and responsible Proposer offering the best combination of attributes based upon the evaluation criteria. ("Responsive Proposer" is defined as a Proposer that has submitted a proposal that conforms in all material respects to the RFP. "Responsible Proposer" is defined as a Proposer that has the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.)

**Technical Proposal Evaluation.** The RFP Coordinator and the Proposal Evaluation Team (consisting of two or more State employees) will use the RFP Attachment 6.2., Technical Proposal & Evaluation Guide to manage the Technical Proposal Evaluation and maintain evaluation records.

The State reserves the right, at its sole discretion, to request Proposer clarification of a Technical Proposal or to conduct clarification discussions with any or all Proposers. Any such clarification or discussion will be limited to specific sections of the proposal identified by the State. The subject Proposer must put any resulting clarification in writing as may be required and in accordance with any deadline imposed by the State.

- . The RFP Coordinator will review each Technical Proposal to determine compliance with RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section A— Mandatory Requirements. If the RFP Coordinator determines that a proposal may have failed to meet one or more of the mandatory requirements, the Proposal Evaluation Team will review the proposal and document the team's determination of whether:

- a. the proposal adequately meets requirements for further evaluation;
- b. the State will request clarifications or corrections for consideration prior to further evaluation;  
or,
- c. the State will determine the proposal non-responsive to the RFP and reject it.

Team members will independently evaluate each Technical Proposal (that appears responsive to the RFP) against the evaluation criteria in this RFP, rather than against other proposals and will score each in accordance with the RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section B and Section C.

For each proposal evaluated, the RFP Coordinator will calculate the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section B and for Section C, and record each average as the proposal score for the respective Technical Proposal section.

Before Cost Proposals are opened, the Proposal Evaluation Team will review the Technical Proposal Evaluation record and any other available information pertinent to whether or not each Proposer is

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responsive and responsible. If the Proposal Evaluation Team identifies any Proposer that appears not to meet the responsive and responsible thresholds such that the team would not recommend the Proposer for Cost Proposal Evaluation and potential contract award, the team members will fully document the determination.

**Cost Proposal Evaluation.** The RFP Coordinator will open for evaluation the Cost Proposal of each apparently responsive and responsible Proposer that the Proposal Evaluation Team has effectively recommended for potential contract award and will calculate and record each Cost Proposal score in accordance with the RFP Attachment 6.3., Cost Proposal & Scoring Guide.

**Total Proposal Score.** The RFP Coordinator will calculate the sum of the Technical Proposal section scores and the Cost Proposal score and record the resulting number as the total score for the subject Proposal.

### **Contract Award Process**

The RFP Coordinator will submit the Proposal Evaluation Team determinations and proposal scores to the head of the contracting agency for consideration along with any other relevant information that might be available and pertinent to contract award.

The contracting agency head will recommend the apparent best-evaluated proposal to the Chief Procurement Officer. (To affect a contract award to a Proposer other than the one receiving the highest evaluation process score, the head of the contracting agency must provide written justification and obtain the written approval of the Chief Procurement Officer).

The State reserves the right to make an award without further discussion of any proposal.

The Division of Procurement will send out an intent to award to participating suppliers, defining the protest period. The CPO (Chief Procurement Officer) is the awarding authority and as such is a signatory on the agreement/contract.

The Proposer identified as offering the apparent best-evaluated proposal must sign a contract drawn by the State pursuant to this RFP. The contract shall be substantially the same as the RFP Attachment 6.5., *Pro Forma* Contract.

Notwithstanding the foregoing, the State may, at its sole discretion, entertain limited negotiation prior to contract signing and, as a result, revise the *pro forma* contract terms and conditions or performance requirements in the State's best interests, PROVIDED THAT such revision of terms and conditions or performance requirements shall NOT materially affect the basis of proposal evaluations or negatively impact the competitive nature of the RFP and contractor selection process.

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**RFP ATTACHMENT 6.1.**

**RFP # 25000000001 PROPOSAL STATEMENT OF CERTIFICATIONS AND ASSURANCES**

The Proposer must sign and complete the Proposal Statement of Certifications and Assurances below as required, and it must be included in the Technical Proposal (as required by RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section A, Item A.1.).

**The Proposer does, hereby, expressly affirm, declare, confirm, certify, and assure ALL of the following:**

1. The Proposer will comply with all of the provisions and requirements of the RFP.
2. The Proposer will provide all services as defined in the Scope of Services of the RFP Attachment 6.5., *Pro Forma* Contract for the total contract period.
3. The Proposer accepts and agrees to all terms and conditions set out in the RFP Attachment 6.5., *Pro Forma* Contract.
4. The Proposer acknowledges and agrees that a contract resulting from the RFP shall incorporate, by reference, all proposal responses as a part of the contract.
5. The Proposer will comply with:
  - (a) the laws of the State of Alabama;
  - (b) Title VI of the federal Civil Rights Act of 1964;
  - (c) Title IX of the federal Education Amendments Act of 1972;
  - (d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
  - (e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
6. To the knowledge of the undersigned, the information detailed within the proposal submitted in response to the RFP is accurate.
7. The proposal submitted in response to the RFP was independently prepared, without collusion, under penalty of perjury.
8. 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 Proposer in connection with the RFP or any resulting contract.
9. Both the Technical Proposal and the Cost Proposal submitted in response to the RFP shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.

**By signing this Proposal Statement of Certifications and Assurances, below, the signatory also certifies legal authority to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If the signatory is not the Proposer (if an individual) or the Proposer's company *President* or *Chief Executive Officer*, this document must attach evidence showing the individual's authority to bind the proposing entity.**

**DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO BIND THE PROPOSING ENTITY**

**SIGNATURE:** \_\_\_\_\_

**PRINTED NAME & TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**PROPOSER LEGAL ENTITY NAME:** \_\_\_\_\_

**PROPOSER FEDERAL EMPLOYER IDENTIFICATION NUMBER (or SSN):** \_\_\_\_\_

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## RFP ATTACHMENT 6.2. — Section A

### TECHNICAL PROPOSAL & EVALUATION GUIDE

**SECTION A: MANDATORY REQUIREMENTS.** The Proposer must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Proposer must also detail the proposal page number for each item in the appropriate space below.

The RFP Coordinator will review the proposal to determine if the Mandatory Requirement Items are addressed as required and mark each with pass or fail. For each item that is not addressed as required, the Proposal Evaluation Team must review the proposal and attach a written determination. In addition to the Mandatory Requirement Items, the RFP Coordinator will review each proposal for compliance with all RFP requirements.

PROPOSER LEGAL ENTITY NAME:			
Proposal Page # (Proposer completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		The Proposal must be delivered to the State no later than the Proposal Deadline specified in the RFP Section 2, Schedule of Events.	
		The Technical Proposal and the Cost Proposal documentation must be packaged separately as required (refer to RFP Section 3.2., <i>et. seq.</i> ).	
		The Technical Proposal must NOT contain cost or pricing information of any type.	
		The Technical Proposal must NOT contain any restrictions of the rights of the State or other qualification of the proposal.	
		A Proposer must NOT submit alternate proposals.	
		A Proposer must NOT submit multiple proposals in different forms (as a prime and a sub-contractor).	
	A.1.	Provide the Proposal Statement of Certifications and Assurances (RFP Attachment 6.1.) completed and signed by an individual empowered to bind the Proposer to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification.	
	A.2.	All proposals submitted in response to this RFP must include one Original Disclosure Statement as required by Section 41-16-82, <i>et seq.</i> , <u>Code of Alabama</u> (1975). Vendor Disclosure Statement Information and Instructions may be found on the State of Alabama Attorney General's website at <a href="https://www.alabamaag.gov/forms-and-links/">https://www.alabamaag.gov/forms-and-links/</a> . A copy of the Disclosure Statement Form can be downloaded from the link at the bottom of the webpage.	
	A.3.	All proposals require a completed Certificate of Compliance with Alabama's immigration law. This certificate is Exhibit A attached to this RFP.	
	A.4.	Provide a statement, based upon reasonable inquiry, of whether the Proposer or any individual who shall perform work under the contract has a possible conflict of interest ( <i>e.g.</i> , employment by the State of Alabama) and, if so, the nature of that conflict.  NOTE: Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.	
	A.5.	Provide a current bank reference indicating that the Proposer's business relationship with the financial institution is in positive standing. Such reference must be written in the form of a standard business letter, signed, and dated within the past three (3) months.	
	A.6.	Provide two current positive credit references from vendors with which the Proposer has done business written in the form of standard business letters, signed, and dated within the past three (3) months.	



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<b>PROPOSER LEGAL ENTITY NAME:</b>			
<b>Proposal Page # (Proposer completes)</b>	<b>Item Ref.</b>	<b>Section A— Mandatory Requirement Items</b>	<b>Pass/Fail</b>
	<b>A.7.</b>	Provide an official document or letter from an accredited credit bureau, verified and dated within the last three (3) months and indicating a positive credit rating for the Proposer (NOTE: A credit bureau report number without the full report is insufficient and will <u>not</u> be considered responsive.)	
<i>State Use – RFP Coordinator Signature, Printed Name &amp; Date:</i>			

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**RFP ATTACHMENT 6.2. — Section B**

**TECHNICAL PROPOSAL & EVALUATION GUIDE**

**SECTION B: GENERAL QUALIFICATIONS & EXPERIENCE.** The Proposer must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Proposer must also detail the proposal page number for each item in the appropriate space below. Proposal Evaluation Team members will independently evaluate and assign one score for all responses to Section B— General Qualifications & Experience Items.

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## RFP ATTACHMENT 6.2. — Section C

### TECHNICAL PROPOSAL & EVALUATION GUIDE

**SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH.** The Proposer must address all items (below) and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Proposer must also detail the proposal page number for each item in the appropriate space below.

A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the proposal's response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

*0 = little value      1 = poor      2 = fair      3 = satisfactory      4 = good      5 = excellent*

The RFP Coordinator will multiply the Item Score by the associated Evaluation Factor (indicating the relative emphasis of the item in the overall evaluation). The resulting product will be the item's raw, weighted score for purposes of calculating the section score as indicated.

<b>PROPOSER LEGAL ENTITY NAME:</b>					
Proposal Page # (Proposer completes))	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	<b>C.1.</b>	Provide a narrative that illustrates the Proposer's understanding of the State's requirements and project schedule.			
	<b>C.2.</b>	Provide a narrative that illustrates how the Proposer will complete the scope of services, accomplish required objectives, and meet the State's project schedule.			
	<b>C.3.</b>	Provide a narrative that illustrates how the Proposer will manage the project, ensure completion of the scope of services, and accomplish required objectives within the State's project schedule.			
		The <i>pro forma</i> contract states that the Contractor shall submit and provide to the State a site specific Spill Contingency Plan which is included in the work plan that insures all Contractor employees are able and prepared to contain or control any spills or releases of WAP ( <b>NOTE: A generic plan that is applicable TO all event sites shall be Included in the proposal</b> ). Such preparedness must be demonstrated by the development of a written Spill Contingency Plan, which shall provide for preventing and containing all spills at all collection sites. The Plan must be available at each collection site. Additionally, the Contractor shall clean up all spills that occur during any Collection Event in compliance with the Spill Contingency Plan and to the satisfaction of the Alabama Department of Agriculture, the Alabama Emergency Management Agency, and other applicable state and federal agencies. All of the Contractor's employees must be thoroughly familiar with this approved Plan. Submission of this Plan and subsequent contract award does not indicate State approval of all or part of the Plan.			
<i>The RFP Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.</i>			<b>Total Raw Weighted Score:</b> <i>(sum of Raw Weighted Scores above)</i>		
<b>Total Raw Weighted Score</b> <b>Maximum Possible Raw Weighted Score</b> <i>(i.e., 5 x the number of items above)</i>			<b>X 30</b> <i>(maximum possible score)</i>		
<b>= SCORE:</b>					
<i>State Use – Evaluator Identification:</i>					
<i>State Use – RFP Coordinator Signature, Printed Name &amp; Date:</i>					

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<b>PROPOSER LEGAL ENTITY NAME:</b>			
<b>Cost Item Description</b>	<b>Proposed Cost</b>	<b>Evaluation Factor</b>	<b>Evaluation Cost</b> (cost x factor)
Mobilization and Demobilization Cost for each site. Events will have one site where materials are brought by participants.	\$ / UNIT	10	
Unit cost for disposal of the following including all required packaging, labeling, and associated transportation costs. <b>All costs are cost per pound.</b>			
a. Pesticides including unknowns	\$ / lb.	100,000	
b. Various solvents with low levels of pesticide contamination	\$ / lb.	1	
c. Various liquid lab wastes, including but limited to acids/caustics	\$ / lb.	1	
<b>EVALUATION COST AMOUNT</b> (sum of evaluation costs above):			
The RFP Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.			
$\frac{\text{lowest evaluation cost amount from all proposals}}{\text{evaluation cost amount being evaluated}}$		$\times 30$ (maximum section score)	<b>= SCORE:</b>
State Use – RFP Coordinator Signature, Printed Name & Date:			

#### RFP ATTACHMENT 6.4.

#### REFERENCE QUESTIONNAIRE

The standard reference questionnaire provided on the following pages of this attachment **MUST** be completed by all individuals offering a reference for the Proposer.

The Proposer will be solely responsible for obtaining completed reference questionnaires as required (refer to RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section B, Item B.17.), and for enclosing the sealed reference envelopes within the Proposer's Technical Proposal.

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**RFP # 25000000001 PROPOSAL REFERENCE QUESTIONNAIRE**

**REFERENCE SUBJECT: PROPOSER NAME (completed by proposer before reference is requested)**

The "reference subject" specified above, intends to submit a proposal to the State of Alabama in response to the Request for Proposals (RFP) indicated. As a part of such proposal, the reference subject must include a number of completed and sealed reference questionnaires (using this form).

Each individual responding to this reference questionnaire is asked to follow these instructions:

- # complete this questionnaire (either using the form provided or an exact duplicate of this document);
- # sign and date the completed questionnaire;
- # seal the completed, signed, and dated questionnaire in a new standard #10 envelope;
- # sign in ink across the sealed portion of the envelope; and
- # return the sealed envelope containing the completed questionnaire directly to the reference subject.

(1) **What is the name of the individual, company, organization, or entity responding to this reference questionnaire?**

(2) **Please provide the following information about the individual completing this reference questionnaire on behalf of the above-named individual, company, organization, or entity.**

<b>NAME:</b>	
<b>TITLE:</b>	
<b>TELEPHONE #</b>	
<b>E-MAIL ADDRESS:</b>	

(3) **What services does /did the reference subject provide to your company or organization?**

(4) **What is the level of your overall satisfaction with the reference subject as a vendor of the services described above? *Please respond by circling the appropriate number on the scale below.***

	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	
least satisfied						most satisfied

If you circled 3 or less above, what could the reference subject have done to improve that rating?

(5) **If the services that the reference subject provided to your company or organization are completed, were the services completed in compliance with the terms of the contract, on time, and within budget? If not, please explain**

(6) **If the reference subject is still providing services to your company or organization, are these services being provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.**

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**RFP # 25000000001 PROPOSAL REFERENCE QUESTIONNAIRE — PAGE 2**

- (7) **How satisfied are you with the reference subject's ability to perform based on your expectations and according to the contractual arrangements?**
- (8) **In what areas of service delivery does /did the reference subject excel?**
- (9) **In what areas of service delivery does /did the reference subject fall short?**
- (10) **What is the level of your satisfaction with the reference subject's project management structures, processes, and personnel?**

*Please respond by circling the appropriate number on the scale below.*

least satisfied ——— 1 ——— 2 ——— 3 ——— 4 ——— 5 ——— most satisfied

**What, if any, comments do you have regarding the score selected above?**

- (11) **Considering the staff assigned by the reference subject to deliver the services described in response to question 3 above, how satisfied are you with the technical abilities, professionalism, and interpersonal skills of the individuals assigned?**

*Please respond by circling the appropriate number on the scale below.*

least satisfied ——— 1 ——— 2 ——— 3 ——— 4 ——— 5 ——— most satisfied

**What, if any, comments do you have regarding the score selected above?**

- (12) **Would you contract again with the reference subject for the same or similar services?**

**REFERENCE SIGNATURE:**

(by the individual completing this  
request for reference information)

\_\_\_\_\_  
(must be the same as the signature across the envelope seal)

**DATE:**

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**RFP ATTACHMENT 6.5.**

**RFP # 25000000001 *PRO FORMA* CONTRACT**

The *pro forma* contract detailed in following pages of this document contains some “blanks” (signified by descriptions in capital letters) that will be completed with appropriate information in the final contract resulting from the RFP.

**CONTRACT #**

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STATE OF ALABAMA )  
)  
MONTGOMERY COUNTY )

COOPERATIVE AGREEMENT BETWEEN THE ALABAMA  
DEPARTMENT OF AGRICULTURE AND INDUSTRIES AND  
(CONTRACTOR)

This Agreement is entered into between the Alabama Department of Agriculture and Industries (Department) and the CONTRACTOR (Contractor) pursuant to an appropriation by the U.S. Environmental Protection Agency. This Agreement is for the provision of Proper Collection and Disposal of Agricultural Pesticides, as further defined in the "Attachment A, Scope of Services."

The parties hereto agree as follows:

**1. Scope of Services**

The Contractor will provide services as set out in the Scope of Services, which is included with this Agreement as Attachment A and which is incorporated as if fully set out herein.

**2. Payment**

A. The Department agrees to reimburse the Contractor an amount not to exceed \$300,000 for the services performed under this Agreement. Unless otherwise specified in the work plan, mileage, travel and per diem costs will be reimbursed in accordance with state law.

B. The Contractor shall submit invoices in triplicate upon milestone or phase completion, but not more than twice per quarter, to the Department for actual costs incurred. The final invoice shall be submitted within ninety (90) days of expiration of this Agreement.

C. In the case of non-governmental agencies, prior to the purchase of any items or the execution of any printing contracts under this Agreement with a value less than \$1,000.00, one quote or attempt for a quote of outside costs, including but not limited to copying costs and freight terms, must be obtained. For items with a value from \$1,000.00 to \$3,000.00, two such quotes or attempts for quotes must be obtained. For items with a value of \$3,000.00 or greater, three such quotes or attempts for quotes must be obtained. The purchase of any items or the execution of any contract shall comply with the Alabama Bid Laws Sections 41-16-20 et. Seq. of the Code of Alabama (1975).

**3. Term of Agreement**

All work performed under this Agreement shall begin on the date on which this Agreement is fully executed including all state signatures and shall terminate two years from the date of contract's execution. This Agreement is conditioned upon the receipt of sufficient funds from the Alabama Legislature and/or the U.S. Environmental Protection Agency and is subject to termination in the event of proration of the fund from which payment under this Agreement is to be made.

**4. Termination of Agreement for Cause**

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligation under this Agreement, or if the Contractor shall violate any of the covenants, Agreements or stipulations of this Agreement, the Department shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. In that event, any finished or unfinished studies, reports or other work by the Contractor shall, at the option of the Department, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed under this Agreement.

**5. Termination for Convenience of the Department**

The Department may recommend to the Chief Procurement Officer to terminate this Agreement at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination and under the same conditions as herein set forth for the Department, the Contractor may cancel this Agreement. In the event of cancellation, all finished or unfinished studies, reports or other work by the Contractor shall, at the option of the Department, become its property. If the Agreement is terminated by the Chief Procurement Officer as provided herein, the Contractor shall be paid for all work satisfactorily completed prior to termination.

**6. Not to Constitute a Debt of the State/Alternative Dispute Resolution**

It is agreed by the parties that the terms and conditions contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute or Constitutional provision or amendment, either now in affect or which may, during the course of this contract, be enacted, then that conflicting provision in the contract shall be deemed

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null and void. The Contractor's sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to filing a claim with the Board of Adjustment for the State of Alabama.

For any and all disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendations of the Governor and the Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office of Administrative Hearings or where appropriate, private mediators.

#### **7. Changes, Amendments and/or Modifications**

The Department may, from time to time, require changes in the scope of services of the Contractor to be performed hereunder. Such changes, including any increases or decreases in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Department and the Contractor, shall be incorporated in written amendments to this Agreement. This Agreement may only be modified, amended, or renewed by a written amendment signed by both parties hereto.

#### **8. Equal Employment Opportunity**

There shall be no discrimination against any employee who is employed in the work covered by this Agreement, or against any applicant for such employment, because of race, color, religion, sex, national origin, age or disability covered by the Americans with Disabilities Act. This provision shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor shall insert a similar provision in all subcontracts for services covered by this Agreement.

#### **9. Interest of Members of the Department and Others**

No officer, member or employee of the Department and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

#### **10. Assignability**

The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Department.

Notwithstanding any Department approval relating to subcontracts, (COMPANY) will be the prime Contractor and will be responsible for all work under the Contract.

#### **11. Confidentiality**

Contractor understands the confidentiality of this project and all documents, electronic information, contacts, and planning will be an exclusive arrangement between Contractor and the Department. All information gathered during the course of the project will be delivered to the Department upon the termination of this Agreement or at request of the Commissioner, whichever event occurs first. Contractor agrees that he will respect the confidentiality of all communication, correspondence, and information from any source relating to this project. Contractor understands that any records, communications, or any information relating to this project are not under any circumstances, to be discussed or referred to in communication with anyone outside of the Commissioner and his designees at the Department unless Contractor has the expressed consent of the Commissioner to disclose such records, communications, or information.

#### **12. Officials Not to Benefit**

No member of, or delegate to, the Congress of the United States of America, and no resident commissioner, shall be admitted to any share or part hereof or to any benefit to arise here from.

#### **13. Copyright**

No reports, maps, or other documents or products produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.

#### **14. Audits and Access to Records**

The Contractor shall have financial statements prepared and audited in accordance with generally accepted auditing standards and if applicable, the Contractor shall conduct an audit in accordance with the requirements of OMB Circular A-133. The Contractor shall provide the Department with a copy of its audit report covering the period of this contract within thirty (30) days of receipt by the Contractor of the auditor's report.

The Contractor agrees that the comptroller General of the United States or any of his/her duly authorized representatives, the Secretary of Commerce or any of his/her duly authorized representatives, the Commissioner of Agriculture or any of his/her duly authorized representatives, and the Chief Examiner of the Department of Examiners of Public Accounts and any of his/her duly authorized representatives shall, until the expiration of three (3) years from the date of submission of the final financial report, have access and the right to audit, examine, and make excerpts or transcripts from any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Agreement. The Contractor agrees to provide access to any or

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all documents, papers, records and directly pertinent books of the Contractor involving transaction related to this Agreement upon written request from the Commissioner of Agriculture.

**15. Taxes**

The Contractor is responsible for reporting and making payment of any applicable federal and state taxes which may be due as a result of payments, if any received pursuant to this Agreement.

**16. Contractor Not Entitled to Merit System Benefits**

In the case of Non-State Agencies, under no circumstances shall the Contractor or any of its employees be entitled to receive the benefits granted to State employees under the Merit System Act by reason of this Agreement.

**17. Requisite Reviews and Approvals**

Alabama Department of Agriculture and Industries acknowledges and understands that this Contract is not effective until it has received all requisite state government approvals and the Contractor shall not begin performing work under this Contract until notified to do so by the Alabama Department of Agriculture and Industries. The Contractor is entitled to no compensation for work performed prior to the effective date of this Contract.

**18. Debarment and Suspension**

The Contractor certifies, to the best of his knowledge and belief, that he and his principals:

- A. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;
- B. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining attempting to obtain, or performing a public (Federal, State, or Local) transaction or grant under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- C. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses detailed in section b. of this certification; and
- D. have not within a three (3) year period preceding this Contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.

**19. Immigration Compliance Clause Required By AL. CODE § 31-13-9 (k)**

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 there from.

**20. Beason-Hammon Alabama Taxpayer and Citizen Protection Act**

The Contractor acknowledges and understands that the affidavit required by Section 31-13-9(a) of the Code of Alabama, 1975, must be provided to the Department, using the form prescribed by the Alabama Secretary of State.

**21. Homeland Security E-Verify**

The Alabama Department of Agriculture and Industries acknowledges and understands that a business entity or employer must enroll in the E-Verify program maintained by the United States Department of Homeland Security, and a completed copy of the E-Verify Memorandum of Understanding (MOU) must be provided to the Department.

**22. Proration Statement**

All parties agree that if the Governor declares proration of the General Fund Budget during the term of this Agreement, Contractor's compensation may be reduced up to the percentage of proration declared. Any decision to reduce Contractor's compensation due to proration shall be made by the Department, and the Department provide Contractor with written notice by letter, fax, or email of any decision to reduce Contractor's compensation.

**23. No Boycott Clause**

In compliance with Act 2016-312, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

**24. Economic Boycott Clause**

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

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**25. Non-Discrimination Clause**

The firm agrees to comply with all state and federal laws which prohibit discrimination on the basis of race, color, religion, age, gender, pregnancy, national origin, genetic information, veteran status or disability.

**26. Appropriation's Clause**

The Department's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon appropriation of funds for the Contract. Should said funds not be appropriated, the Department may terminate the Contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The Department shall give the Contractor written notice thirty (30) days prior to the effective termination date.

**27. Sole Agreement**

All parties agree and understand that the text of this document is the sole Agreement between the parties, and no other written or oral obligations, conditions, or promises will be considered in determining the scope of this Agreement.

**28. Governing Law**

This entire Agreement shall be governed by the laws of the State of Alabama.

**ALABAMA DEPARTMENT OF AGRICULTURE AND INDUSTRIES**

By: \_\_\_\_\_  
Rick Pate  
Commissioner

\_\_\_\_\_  
Patrick Moody  
Department Legal Counsel

\_\_\_\_\_  
Chief Procurement Officer

**(CONTRACTOR)**

By: \_\_\_\_\_  
(Authorized Individual)  
(Position/Title)

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\_\_\_\_\_  
Governor of Alabama

As to Legal Form

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on this the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

## **ATTACHMENT A. SCOPE OF SERVICES:**

- A.1. The Contractor shall provide Waste Agricultural Pesticides (WAP) management services for collection events at State-designated sites on dates specified by the State and approved by the State.

Event Compensation: A collection event is the mobilization and demobilization cost associated with an operation where the contractor goes to a designated site and loads and manages the waste as specified in the terms and conditions of this contract. The contractor shall be compensated based on the satisfactory completion of three separate components of the mobilization and demobilization event as specified in section A, Scope of Services. The three components are: satisfactory setup, satisfactory collection operation, and satisfactory waste treatment/destruction and documentation. All material destruction documentation must be presented to Kristen Lashley-ADAI and approved as satisfactory before any payment will be approved.

- A.2. The Contractor shall provide a WAP collection unit for operation at a specified location within the State of Alabama. The contractor shall submit a Work Plan seven (7) days after the signature of the contract. The Work Plan includes but is not limited to the following: site personnel organizational structure, site safety and health plan, site control, OSHA certification, and spill contingency plan. With regard to such WAP collection units, the Contractor shall ensure that these are provided with the basic material components necessary for: Safely and efficiently unloading, sorting, and packaging WAP; Responding to fires, spills and/or other such releases of WAP; and providing effective safety barriers to protect contractor personnel, as well as community participants, from exposure to hazardous materials. Such material components may include, but are not necessarily limited to, trucks, tents, scales, tables, signs, traffic cones, barrier tape, drums, absorbent material, labels, fire extinguishers, shovels, overpack drums, plastic ground cloths, etc. Overpack drums will be requested and provided to ADAI prior to the collection date to facilitate safe transport of materials by participants to the collection sites. ADAI will manage these materials and distribute them as needed. Unused materials will be returned to the Contractor.
- A.3. The Contractor shall perform the requirements of this contract in accordance with all applicable regulations, including those applicable to the transportation of hazardous waste. It is the intent of the State that the Contractor shall perform the requirements of this contract with regard to disposal, treatment, reuse, and recycling of Waste Agricultural Pesticides with the same standard of care as regulated hazardous waste (even though some Waste Agricultural Pesticides are exempt). The Contractor shall possess and submit (with the proposal) a copy of all necessary and required federal, state, and local permits and licenses. Submission of these licenses and permits and subsequent contract award does not indicate State approval, and the State may require additional (if required) permits and licenses.
- A.4. The Contractor shall furnish all necessary personnel, materials, equipment, labor, supervision, and otherwise provide all services necessary for, or incidental to, the performance of all work as defined in this Contract.

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- A.5. The Contractor shall provide a sufficient, competent, and trained staff to receive, handle, weigh, package, store, and transport all Waste Agricultural Pesticides processed through the collection centers. Proof of training (as per OSHA General Industry Standard number 1910.120) of all assigned personnel shall be required and provided to the State in the site specific work plan. All Contractor personnel at the collection site shall be properly attired and identified by the Contractor, and are expected to present a friendly and professional image to the public. All personnel working in the loading and unloading zone must wear at a minimum level C personal protective equipment or higher, as deemed necessary by the project manager and OSHA requirements.
- A.6. The Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services. The Contractor shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in these services.
- A.7. The Contractor shall submit and provide to the State a site specific Spill Contingency Plan which is included in the work plan that insures all Contractor employees are able and prepared to contain or control any spills or releases of WAP. Such preparedness must be demonstrated by the development of a written Spill Contingency Plan, which shall provide for preventing and containing all spills at all collection sites. The Plan must be available at each collection site. Additionally, the Contractor shall clean up all spills that occur during any Collection Event in compliance with the Spill Contingency Plan and to the satisfaction of the Alabama Department of Agriculture, the Alabama Emergency Management Agency, and other applicable state and federal agencies. All of the Contractor's employees must be thoroughly familiar with this approved Plan. Submission of this Plan and subsequent contract award does not indicate State approval of all or part of the Plan.
- A.8. The Contractor shall submit a site-specific Work Plan to be used at each WAP Collection Event site. Additionally, it shall be the responsibility of the Contractor to perform all the activities described herein in compliance with all applicable local, state, and federal laws and regulations; this includes, but is not limited to, the U.S. Environmental Protection Agency and Department of Transportation (federal and state) requirements for packaging, marking, shipping, and labeling hazardous materials/wastes whether or not directly applicable. Submission of this Plan and subsequent contract award does not indicate State approval of all or part of the Plan.
- A.9. The Contractor's Project Manager shall provide on-site supervision during all Collection Events. Supervision shall include, but not be limited to, overseeing removal of Waste Agricultural Pesticides from sites, interviewing participants on the characteristics of their wastes, and determining appropriate handling and storage of the waste.
- A.10. The Contractor shall properly secure and render inaccessible to the public all collected waste agricultural pesticides, Contractor's equipment, including trash containers. The Contractor shall provide adequate security should overnight storage of waste at a collection site be deemed necessary.
- A.11. The Contractor shall set up workstations, segregated and organized storage areas and packing stations as required to maximize the efficiency of Contractor services and minimize mixing of incompatible waste materials at all Collection Events.
- A.12. The Contractor shall provide all of the necessary equipment and materials for setting up and operating the temporary Waste Agricultural Pesticides collection site(s). All Contractor equipment shall be clean, properly maintained, and clearly identifiable.
- A.13. In the event that participation rates exceed the Contractor's staffing and equipment levels needed to manage a Collection Event properly, the Contractor shall immediately mobilize additional qualified personnel, equipment, and materials as required managing and controlling the activities, at no additional charge to the State.
- A.14. Each executed certification of destruction shall accompany all of the necessary supporting documentation. The State reserves the right to modify requirements of the certification form during the contract period.
- A.15. The Contractor shall determine and record the weight of the incoming acceptable material(s) from participants on the container contents sheets before the materials are transported from the Collection Event site.
- A.16. The Contractor shall leave the collection site clean and environmentally safe and shall assume responsibility for repair and restoration of any damages caused by its activities or those of its subcontractors.
- A.17. The Contractor shall provide on-site identification of all wastes received. Once the material is identified, the container's contents shall be labeled, listed, and prepared for disposal by the Contractor. With regard to unknown materials, the Contractor shall be prepared to accept and legally dispose of any and all pesticides brought to the collection site.

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- A.18. The Contractor shall comply with all transport requirements applicable to the transport of hazardous substances and hazardous waste. Only state and federally approved containers and packing materials shall be utilized for the packaging and transport (if required) of Waste Agricultural Pesticides. The Contractor shall be responsible for the packaging, transportation, and disposal of all materials, which have been collected at a site. The Contractor shall ensure that all WAP that is collected and cannot be recycled or beneficially reused is transported to a permitted hazardous waste treatment or disposal facility that has been pre-approved by the State.
- A.19. The Contractor shall make every effort to consolidate compatible Waste Agricultural Pesticides materials in order to minimize disposal costs. Additionally, it is the policy of the State that WAP materials be recycled or beneficially reused whenever possible (e.g., the State would prefer that usable pesticides be used for the intended purpose rather than be incinerated or otherwise disposed). The Contractor shall treat and/or dispose of all Waste Agricultural Pesticides, if not recycled by the Contractor, at an appropriate facility approved by the State. The State prefers all waste to be recycled. If the waste cannot be recycled the state requires incineration as the method of disposal, where disposal regulations allow.
- A.20. The Contractor shall ensure that all transporters of material from the collection site possess local, state, and federal transportation permits and licenses applicable to persons who transport hazardous waste and hazardous substances and shall comply with all local, state, and federal regulations.
- A.21. The Contractor shall provide to the State a copy of all hazardous waste shipping manifests prepared for each Collection Event, prior to departing the collection site.
- A.22. The Contractor shall provide the State a cross-reference sheet indicating the waste category, collection date and location, total net weight of Waste Agricultural Pesticides materials, manifest number, and container content sheet numbers for each drum of Waste Agricultural Pesticides collected during each, itemized cost of the Collection Event within thirty (30) days from the date of the Collection Event.
- A.23. Unless specifically extended in writing by the State, the Contractor shall within sixty (60) days from the date of each Collection Event provide proof to the State that all Waste Agricultural Pesticides collected (during each Collection Event) has been recycled, reused or disposed of properly. The Contractor shall maintain records of all WAP collected. Such records shall be sufficient to account for all waste categories by weight collected during each day during a Collection Event. Furthermore, the Contractor shall provide the State with a written report for each Waste Agricultural Pesticides Collection Event within sixty (60) days from the date of the Collection Event which shall include the following information:
- 1) Signed certificates of destruction for all Waste Agricultural Pesticides collected indicating types, weights of material collected. The contractor shall issue certificates of disposal on or before ninety - (90) - days after collection of waste pesticides.
  - 2) The Contractor shall provide the State with copies of container content sheets for each drum generated during a Collection Event along with a copy of the hazardous waste manifest under which the waste is shipped off-site.
  - 3) The Contractor shall, within sixty - (60) - days of the termination date of the Contract, provide a final report to the State summarizing the type, quantity, and disposition of all Waste Agricultural Pesticides collected during the Contract period.
- A.24. The Contractor shall provide waste agricultural pesticides collection and disposal services in each location on the scheduled time and date furnished by the State. Failure to appear at any scheduled Collection Event shall result in the Contractor being responsible for reimbursing the State for all costs associated with, but not limited to, planning, advertising, and personnel costs related to the planned event. Additionally, failure to appear at any scheduled Collection Event may result in the forfeiture of the Contractor's performance bond and immediate termination of the contract.
- A.25. Events that may occur which could result in delay(s) in providing the services as defined in the Contract, shall immediately and verbally be communicated by the Contractor to the State. This notification shall define the unanticipated or uncontrollable event that has occurred. The Contractor shall within seven (7) calendar days notify the State in writing of the length and cause of the delay, the measures being taken or to be taken to minimize the delay, and the timetable by which the Contractor intends to implement these measures. Any such delay will only be approved if the State determines that the cause is an act of God, strike, lockout or other industrial disturbance, act of the public, war, blockade, public riot, lightning, fire, flood, explosion, governmental restraint, or other cause(s) which is reasonably outside the control of the Contractor.
- A.26. Title to all Waste Agricultural Pesticides shall pass to the Contractor upon receipt by the Contractor of the materials from each participant at each Collection Event. Furthermore, the Contractor shall sign all manifests as the generator of all Waste Agricultural Pesticides collected during each Collection Event.
- A.27. All WAP shall be disposed of in the United States of America. At no time shall any waste leave the United States of America.



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- A.28. The contractor shall designate and list a project manager responsible for all required work performed. The project manager is required to attend all meeting and or collection events. The contractor shall use the key personnel listed in Attachment A. The Contractor must obtain written approval from the State prior to the use of any new or different project manager.
- A.29. The contractor shall notify the state at least thirty (30) days after the contractor has been acquired or merged with another for profit entity/entities. (Note: The Contractor must obtain written approval from the State prior to the transfer of this contract to the new organization.
- A.30. The Contractor shall be compensated based on the Service Rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory completion of units of service or project milestones defined in Section A. The Contractor shall be compensated based upon the following Service Rates:

**SERVICE UNIT/MILESTONE**

**AMOUNT**

Event Mobilization and Demobilization Cost for each site

\$XXXX

Unit cost for disposal of the following including all required packaging, labeling, and associated transportation costs. **All costs are cost per pound.**

a) Pesticides including unknowns

\$XXXX

b) Various solvents with low levels of pesticide contamination

\$XXXX

c) Various liquid lab wastes, including but not limited to acids/caustics

\$XXXX

- A.31. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

The State:

Daniel Sheffield

Alabama Department of Agriculture and Industries

1445 Federal Dr. Montgomery, AL 36107

334-240-7236

334-240-7168 FAX

[Daniel.sheffield@agi.alabama.gov](mailto:Daniel.sheffield@agi.alabama.gov)

The Contractor:

Contractor Contact Name & Title

Contractor Name (Company)

Address

Email Address

Telephone #

FAX #

**EXHIBIT A**

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

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

DATE: \_\_\_\_\_

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

	Document Phase	Document Description	Page 42
25000000001	Final	waste agriculture pesticides collection and disposal program	Total Pages: 42

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, and is authorized to provide representations 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. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.

**BUSINESS ENTITY.** Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, 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 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 is 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 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;
4. Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

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: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Witness