



REQUEST FOR PROPOSALS (RFP)

DISASTER DEBRIS MONITORING SERVICES

Baldwin County Commission

SUBMITTALS DUE: **XX/XX/2022** no later than 2:00 pm CDT]

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Section 1 – Purpose and Overview/Background

The Baldwin County Commission (“County”) requests proposals from qualified firms for Debris Removal and Disposal Monitoring Services in the event of a natural or man-made disaster as directed by the County. This solicitation by the County will result in the selection of a qualified and experienced firm to monitor disaster generated debris removal and lawful disposal from public rights of way and other public property/areas designated as eligible by the County.

The objective of the RFP is to secure the services of a qualified, experienced firm capable of efficiently monitoring large volumes of disaster-generated debris removal and disposal activities from a relatively large geographical area in an accurate, timely and cost-effective manner. The successful firm must be capable of assembling, directing and managing a work force that can perform the monitoring services during the preplanning, preparedness, and training times as well as through the duration of the debris removal and disposal operations.

It is the intent and purpose that this RFP promotes competitive selection. It shall be the proposer’s responsibility to advise the County if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source.

Baldwin County is located in South Alabama, USA and has a population of 231,767 citizens based upon current 2020 census records. The County encompasses approximately 1,590 square miles of land. County improved and/or maintained roads account for roughly 1,600 miles. However, close to 2,000 miles of roads account for active residential solid waste stops of approximately 45,000 households and/or businesses. Baldwin County has just over 100 parks and other facility grounds managed by the county.

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Section 2 – Proposal Guidelines

This Request for Proposal represents the requirements for an open and competitive process. Proposals will be accepted until 2:00 p.m. CDT **XXXXXX**, 2022. Any proposals received after this date and time will be returned to the sender. All proposals must be signed by an official agent or representative of the company submitting the proposal.

If the organization submitting a proposal must outsource or contract any work to meet the requirements contained herein, this must be clearly stated in the proposal. Additionally, all costs included in proposals must be all-inclusive to include any outsourced or contracted work. Any proposals which call for outsourcing or contracting work must include a name and description of the organizations being contracted.

All costs must be itemized to include an explanation of all fees and costs.

Contract terms and conditions will be negotiated upon selection of the winning bidder for this RFP. All contractual terms and conditions will be subject to review by Baldwin County Commission and will include scope, budget and other necessary items pertaining to the contract.

The County reserves and in its sole discretion may exercise the following rights and options with respect to the proposal submission, evaluation, and selection process under this RFP:

- To reject any proposals if, in the County's sole discretion, the proposal is incomplete, the proposal is not responsive to the requirements of this RFP as stated, the Vendor does not meet the qualifications set forth in the RFP, or it is otherwise in the County's best interest to do so.
- To supplement, amend, substitute or otherwise modify this RFP at any time prior to selection of one or more Vendors for negotiation and to cancel this RFP with or without issuing another RFP.
- To request that some or all of the Vendors modify proposals based upon the County's review and evaluation.
- To require a Vendor to give an oral presentation or an example of the electronic data management capabilities to the County after submittal of the RFP. Actions by the County in this regard should not be construed to imply acceptance or rejection of a proposal. The County will contact the Vendor's primary contact with further instructions should the County decide to request a presentation.

Baldwin County intends to award a contract to a qualified contractor for the services. The proposal should address the contractor's capabilities for performing all aspects of the desired services while presenting specific information and substantiating the contractor's methodologies and approach for completing the services requested.

PRIME VENDOR RESPONSIBILITIES

Vendor will assume responsibility for delivery of services and application performance, regardless of whether or not the Vendor subcontracts any of these items and services. The Vendor will be the sole point of contact

regarding contractual matters, including performance of services and the payment of any and all charges resulting from contract obligations. Vendor will be totally responsible for all obligations outlined under this RFP.

HOLD HARMLESS PROVISION

The vendor shall at all times indemnify and save harmless the County and its Departments, their County Commissioners, officers and employees, against all liability, claim of liability, loss, cost or damage, including death, and loss of services, on account of any injury to persons or property, occurring from any cause whatsoever in the work involved in the contract, and will at his expense defend on behalf of the County and its departments, their officers and employees, either or all, any suit brought against them or any of the arising from any such cause.

SERVICE PROVIDER QUALIFICATIONS

All bidders, to the best of their knowledge and belief, must be in, and remain in compliance with all applicable Federal, Alabama State, County and municipal laws, regulations, resolutions and ordinances. In particular and without limitation, all bidders must be licensed and permitted in accordance with The Code of Alabama Title 10, concerning corporations doing business within Alabama, Title 34, dealing with licensing for businesses, Title 40, concerning licenses and taxation, unless otherwise exempt. All bidders should be prepared to timely submit to the County non-confidential evidence or documentation demonstrating that the fact they are presently licensed and permitted under Alabama law. Such non-confidential evidence or documentation is encouraged to be submitted with the Bid Package.

The bidder expressly acknowledges, to and for the benefit of the Baldwin County Commission, that this Agreement may be funded with **federal grant monies**, and therefore, bidder expressly warrants and agrees that it shall at all times comply with all applicable federal, state, local and municipal laws and regulations. For more information about the Federal regulations, visit the website <http://www.gpoaccess.gov/index.html> Code of Federal Regulations.

All firms must provide proof of proper certification of authority, and any required registration, to transact business in this State, in order to perform work for the Baldwin County Commission. Bidder's Registration Number shall be provided on the Bid Response Form. The phone number for the Alabama Secretary of State is (334) 242-5324, Corporate Division.

All vendors, contractors and grantee are required to comply with the Alabama Immigration Law under Sections 31-13-9 (a) and (b) of the Code of Alabama. Information and forms can be found on the Baldwin County Commission's Purchasing website under E-Verify at www.baldwincountyal.gov All bidders should submit with their bid response the completed E-Verify package and Certification Regarding Lobbying Form which can be downloaded from the Purchasing website www.baldwincountyal.gov

All Bidders that qualify as a Disadvantaged Business Enterprise (DBE) must provide supporting documentation in their bid response along with the completed DBE Registration form that may be downloaded from the County website www.baldwincountyal.gov A Disadvantaged Business Enterprise or DBE means a for profit small business that (1) is at least 51% owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51% of the stock is owned by one or more such individuals; and (2) whose management and daily business operation are controlled by one or more of the socially and economically disadvantaged individuals who own it.

CONTRACTORS AND SUBCONTRACTORS' INSURANCE

The Contractor shall not commence work under this contract until all the required insurance has been obtained.

Such insurance has not been approved by the County, nor shall the Contractor allow any Subcontractor to commence work on his subcontract until the insurance required of the Subcontractor has been so obtained and approved.

COMPENSATION INSURANCE

The Contractor shall procure and shall maintain during the life of this contract Workmen's Compensation Insurance for all of his employees to be engaged in work on the project under his Contract, and, in case of any such work sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case a class of employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each Subcontractor to provide adequate employer's general liability insurance for the protection of such of his employees as are not otherwise protected. The Baldwin County Commission, its Departments and its employees shall be named as additional insured.

CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

The Contractor shall procure and shall maintain during the life of this contract a Comprehensive Liability Policy providing bodily injury and property damage coverage on an occurrence basis including damages arising from blasting explosion or collapse, mechanical equipment digging in streets or highways, and including completed operations, independent contractors and contractual general liability. Insurance shall be contractual general liability \$500,000.00 per occurrence bodily injury and property damage; \$5,000 per person medical payments or medical expense; \$500,000.00 per occurrence bodily injury and property damage; \$5,000 per person medical payments or medical expense; \$500,000.00 personal and advertising injury; \$50,000.00 fire damage (any one firm); \$1,000,000.00. The Baldwin County Commission, its' Departments and its employees shall be named as additional insured.

PAYMENT AND PERFORMANCE BONDS

Contractor shall provide payment and performance bonds upon activation of the contracts. Attorneys-in-fact who sign bid bonds must file with each bond a certified and effectively dated copy of their power of attorney.

The contractor will furnish a Performance Bond and a Labor and Materials Bond in the form and terms approved by the County in an amount not less than the estimated event cost for any and/or all events within 10 days of receiving the Notice to Proceed.

The cost of said bond premiums will not be an additional cost to the County.

The contractor shall immediately furnish a Certificate of Insurance listing the Baldwin County Commission as additional insured through the end of the contract term (annually upon renewal) for limits stated in bid specifications.

DEFAULT OF CONTRACT

If the Contractor fails to begin the work under the Contract within the time specified once the Notice to Proceed is issued, or fails to perform the Work with sufficient workers, equipment, or materials to ensure its prompt completion, or performs the Work unsuitably, or neglects or refuses to remove materials or perform anew such work as shall be rejected as defective and unsuitable, or discontinues the prosecution of the Work, or from any other cause whatsoever does not carry on the Work in an acceptable manner, or becomes insolvent or is adjudicated as bankrupt, or commits any act of bankruptcy or insolvency, or allows any final judgment to stand against him

unsatisfied for a period of ten (10) days, the County may give notice in writing by registered mail to the Contractor and the Surety of such delay, neglect, or default. If within ten (10) day after receipt of such notice the Contractor does not remedy the fault specified in said notice, or the Surety does not proceed to take over the work for completion, the County shall have full power and authority, without impairing the obligation of the Contract or the Contract Bond, to take over the completion of the Work; to appropriate or use any or all material and equipment on the ground that may be suitable and acceptable; to enter into agreements with others for the completion of the Contract according to the terms and provisions thereof, or to use such other methods as in its opinion may be required for the completion of the contract. The Contractor and his Surety shall be liable for all costs and expenses incurred by the County in completing the Work and also for all liquidated damages in conformity with the terms of the Contract. In case the sum of such expense and such liquidated damages exceeds the sum, which would have been payable under the Contract, the Contractor and his Surety shall be liable and shall pay to the County the amount of such excess. Notice to the Contractor shall be deemed to be served when delivered to the person in charge or any office used by the Contractor or his representative at or near the work or by registered mail addressed to the Contractor at his last known place of business.

CONTRACT PERIOD

It is the intent of the Baldwin County Commission to award this contract for a twelve (12) calendar month period. However, the Baldwin County Commission may, at their option and in agreement with the Successful Bidder, renew the contract for up to two (2) additional years (2023 and 2024), in twelve (12) month increments. The Baldwin County Commission will, in writing, notify the Contractor thirty (30) days prior to expiration of the 2022 contract with its intent to extend the contract. The prices for 2022 shall also apply to the extension period(s).

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Section 3 – Proposal Submittal and Requirements

Proposals shall include all of the information solicited in this RFP, and any additional data that the respondent deems pertinent to the understanding and evaluation of the proposal. The respondent should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may or may not be solicited.

Submittal of a Proposal shall constitute the Proposer's agreement and intent to follow and adhere to all statements, offerings and monetary incentives contained within this Proposal.

In conjunction with other material and information requested in the RFP, all proposers responding to this solicitation shall provide three (3) copies of their proposal to the address below by **XXXX, 2022** at 2:00 p.m. CDT.

Questions regarding this information shall be directed to Wanda Gautney, Baldwin County Purchasing Director at wgautney@baldwincountyal.gov . Questions must be received no later than **XXXXX, 2022** at 2:00 p.m. CDT.

Qualifications should be sent to the address below on or before 2:00 p.m. CDT **XXXXX, 2022. FAX OR EMAIL SUBMITTALS WILL NOT BE ACCEPTED.**

Baldwin County Purchasing Department
Mrs. Wanda Gautney
Purchasing Director

Mailing Address:
312 Courthouse Square
Suite 15
Bay Minette, AL 36507

Physical Address:
257 Hand Avenue
Bay Minette, AL 36507

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Section 4 – Scope of Services

PROJECT DESCRIPTION – This is an RFP issued by the Baldwin County Commission. The County is seeking proposals for Disaster Debris Removal Monitoring Services including the monitoring of TDSRS(s) to assist the County with disaster debris monitoring services.

This solicitation will result in the selection of at least one experienced firm to perform monitoring functions on the removal and lawful disposal of disaster-generated debris (other than household putrescible garbage) from public property and public rights-of-way, on site and at Temporary Debris Staging and Reduction Sites (TDSRS) within the County’s unincorporated areas after a natural or man-made disaster.

The objective of the RFP and subsequent contracting activity is to secure the services of an experienced monitoring Contractor who is capable of efficiently overseeing and monitoring the removal of large volumes of disaster-generated debris from a large area in a timely and cost-effective manner and ensuring the lawful disposal of all debris. The successful Contractor must be capable of assembling, directing, and managing a work force that can complete the debris monitoring operations in an efficient manner. The selected Contractor will be expected to meet any necessary deadlines related to data reporting to ensure accuracy of tracking debris volumes in a timely manner as directed by the County. The Contractor’s personnel must be very familiar with debris removal eligibility criteria outlined in the FEMA Public Assistance Program and Policy Guide (PAPPG).

The successful Contractor must be knowledgeable in Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), and other applicable regulations, guidelines, and operating policies. The successful Contractor will support the County during disaster recovery efforts and will be responsible for all aspects of the debris monitoring process. The selected Contractor shall coordinate with the disaster debris removal Contractor(s) and the County to ensure a compliant, soundly managed, organized and well-documented approach to debris collection and disposal within FEMA guidelines.

The selected Contractor will oversee the debris removal and monitoring processes utilizing the following rules and regulations as guidance:

- The Stafford Act, Section 407
- The Stafford Act, Section 406
- 44 CFR § 206.224
- FEMA Public Assistance Program and Policy Guide (version applicable)

ACTIVATION/MOBILIZATION – When a major disaster occurs or is imminent, the County will contact the Contractor and provide a Notice to Proceed in order to activate the contract. Monitoring Services will generally be limited to monitoring of debris in, upon, or brought to public streets and roads, rights-of-way, public parks and facilities, and other public sites as approved by the County.

The Contractor will begin coordination with the County and its Debris Removal Contractor as directed by the County.

The Contractor shall have a maximum of 48 hours from delivery of Notice to Proceed by the County to begin their response. Failure to mobilize in the allowed time may result in the selection of another Contractor.

The Contractor will be responsible for determining the method and manner of Monitoring Services and lawful disposal operations. Disposal of debris will be at the County’s preapproved temporary debris staging and reduction sites or landfill sites. The Contractor will be responsible for overseeing the lawful disposal of all

debris and debris reduction by-products generated at all debris management sites.

PRE-EVENT ASSISTANCE – The Contractor will provide pre-event assistance in preparation for disasters through participation in meetings and workshops and the establishment of data management and other integrated systems. The Contractor will, at no cost to the County:

- Provide County full-time personnel for debris management training session. Training program must, at a minimum, meet the training requirement for debris monitors as outlined by current FEMA debris management guidance.
- Provide a list of key personnel and subcontractors that may be involved in the disaster debris monitoring activities to include facsimile, cell phone numbers, and e-mail addresses.
- Participate in annual planning meetings with County's representative and debris hauling and disposal Contractor(s) to establish/review applicable policies and procedures.
- The scope of services to be provided includes Debris Monitoring and Administration, Debris Assessment, Collection Monitoring/Logs, Load Ticket Processing and Reconciliation, TDSRS monitoring, Debris Vehicle and Equipment Certification, Damage Complaint Tracking, Issue Log Tracking, Data Compilation and Reporting, Debris Contractor Payment Monitoring and Reconciliation Processing, Category A and B Public Assistance Support, Reporting and Coordinating with the County's Project Manager, and other related services as outlined in this Scope of Services, and as directed by the County.
- Stay abreast of changes to FEMA Grants Portal and current PAPPG debris removal and monitoring guidelines.

DEBRIS MONITORING AND ADMINISTRATION

- A. The Contractor will provide debris monitors and debris monitoring services to assist the County with monitoring the operations of the disaster debris removal and disposal Contractor(s). The debris monitoring services to be provided are debris Contractor compliance monitoring and oversight, not professional engineering services. The County will provide a Project Manager to work directly with the Debris Collection Contractor and the Contractor. The County will make the Contractor aware of preapproved temporary debris staging and reduction site(s) (TDSRS) and landfill sites for disposal of the storm debris. If additional TDSRS are needed, the Contractor will coordinate with Debris Collection Contractor to secure additional sites. The Contractor shall be responsible for verifying that all TDSRS are properly permitted and compliant with all regulation.
- B. The Contractor shall appoint a qualified and experienced Project Manager for overall coordination and communication with the County. The Project Manager shall remain on the job and available to the County at all times during the operational phases of the debris collection and disposal project. Contractor shall supply sufficient number of trained debris monitors and trained field supervisors to accommodate the volume of debris to be removed at loading sites and TDSRS or final disposal sites. Contractor shall remove and replace employees immediately upon notice from the County's Debris Project Manager for conduct or actions not in keeping with the Agreement.

C. Examples of project management and administrative responsibilities include but are not limited to:

- Coordinate daily briefings with key operational staff, County staff, and debris management Contractor(s) to review, formulate and update debris assessment and removal operations and strategies. Schedule, manage and conduct periodic meetings with field staff and Contractors. Meetings shall be scheduled so that they will not impede, hinder nor delay the debris management Contractor(s) and the debris management operation.
- Provide a daily report of debris Contractor crew assignments, working locations, number of trucks assigned, total loads, cubic yards collected by debris type, an updated map of streets where debris is collected, and other key operational statistics to the County's Project Manager or designee.
- Coordinate daily scheduling, dispatching and logistical operations of the field collection monitors.
- Hire, train, deploy and supervise all field collection monitors and staff.
- Conduct debris surveys and perform debris estimation by debris types as requested by the County.
- Maintain accurate records of all debris collection vehicles, including the measurements of the inside of the useable bed space, photographs, license information, vehicle identification decal issuance and regular monitoring for vehicle modifications.
- Track and coordinate responses to problems identified in the field, citizen complaints related to debris removal, including commercial and/or residential property damage claims as a result of debris removal. Contractor shall maintain a detailed GIS database of customer complaints and resolutions.
- Make all reasonable efforts to ensure that TDSRS have access control and security. Conduct end of the day duties and verify that all vehicles have left the TDSRS at the specified time established by the County.
- Make all reasonable efforts to ensure the field collection monitors are accurately recording the streets and locations where debris was collected.
- Schedule work for all team members and sub-Contractors on a daily basis.
- Conduct inspections on a regular, predetermined, and random basis. Make all reasonable efforts to ensure the appropriate frequency of oversight is performed for all work crews, vehicles, and locations.
- Monitor the debris removal Contractor(s), TDSRS(s) and final disposal locations for compliance with their contract with the County.
- Provide training to County's staff in essential debris management and collection functions to ensure appropriate and responsive interface with disaster debris collection Contractor(s), County, state, federal and other applicable agencies.
- Develop forms, databases, etc. for tracking field activities, and submitting invoices for reimbursement, etc.
- Daily personnel tracking sheets (field reports) shall be maintained for all Contractor personnel assigned to the project.
- Set up schedules for monitors each day and coordinate cleanup crew assignments. Survey and maintain list of areas with special needs, including but not limited to, hazardous stumps, trees, hangers/leaners, debris types, and other potential problems.
- Prepare daily and periodic tracking reports to support debris removal, TDSRS operations and final debris disposal for audit purposes. Maintain a database of debris managed, costs incurred and reconcile debris collection and Contractor invoices.
- Compile records and assist the County, as requested, with the preparation of required forms for reimbursement.

- D. All debris loads shall be monitored in the field by collection monitors and documented in accordance with FEMA PAPPG, latest edition to assure debris eligibility. The Contractor shall provide fully trained collection monitors to assure proper and compliant documentation protocols are instituted and followed. The Contractor shall provide a field quality control team consisting of one field collection monitor per debris removal crew and at least one field supervisor for every five monitors unless otherwise approved by the County. This team will monitor the debris Contractors for contract compliance, efficiency, and regulatory compliance. The team shall provide daily feedback to the County through their Project Manager. All field team members shall be equipped with the state-of-the-art technology, which shall include cameras, computers, communication devices with GPS, and other equipment as deemed necessary and/or appropriate.
- E. The Contractor will establish a Quality Control Program. Examples of collection monitoring quality control tasks include, but are not limited to, the following:
- Having a Certified Arborist available to make determinations with regards to safety as well as tree health.
 - Verifying that all debris picked up is a direct result of the disaster.
 - Accurately recording the addresses, streets, and locations where debris was collected.
 - Verifying that the debris collection Contractor(s) are working in their assigned collection areas and roads.
 - Contractor shall stop work in progress immediately for improper monitoring documentation or work not being performed in the approved manner. The Contractor shall immediately notify the County's Project Manager to review matter and provide final resolution.
 - Inspecting work in progress to assure that removal efforts include debris of the proper type in the proper areas.
 - Assuring compliance with County's contracts by all debris Contractors and debris subcontractors.
 - Assuring the immediate threat of all hazards regarding stumps, hangers, and leaners are properly identified and documented in accordance with FEMA PAPPG, latest edition.
 - Identifying eligible stumps, hangers, and leaners. Coordinating with the County's and federal/state representatives for eligibility determination and assure documentation (forms, photos, etc.) are completed for reimbursement purposes as may be required by FEMA.
 - Making all reasonable efforts to ensure that its employees and its subcontractor(s) are working in compliance with all federal, state, local safety regulations appropriate for the task being performed.
 - Coordinating with the County to respond to problems in the field, such as property damage complaints, debris crew issues, other customer complaints, etc. The Contractor shall maintain a detailed database of customer complaints and resolutions. Property damage complaints must be tracked using GIS.
 - Neither the services performed by the Contractor under this Agreement nor the presence of Contractor nor shall its employees nor subcontractors at any site in performance of its services relieve debris removal Contractor or their subcontractors, the County or any other entity of their obligations, duties, and responsibilities with respect to job site safety. Contractor has no authority to exercise any control over the debris Contractor or their subcontractors, the County, or any other entity in connection with any health or safety precautions. Contractor shall have no responsibility for, advice on, or to issue directions regarding or assume control over safety precautions and programs in connection with the services performed by debris

removal Contractor or their subcontractors or any other entity except to the extent relating to Contractor's employees.

F. AUTOMATED DEBRIS MANAGEMENT SYSTEM (ADMS). The electronic debris management system shall at a minimum create load tickets electronically eliminating the need for handwritten and scanned tickets. The system features shall include, at a minimum, the following:

- Paperless electronic (handheld device) data collection
- Database will be internet accessible to subcontractors, County, and other public entities on a need-to-know basis as directed by the County.
- Minimal manual entry of load ticket data fields.
- Automation of debris pickup location through use of current GPS technologies.
- Evaluation of daily event status using web-based reporting and current GIS tools.
- Coordination of Contractor invoice reconciliation, FEMA documentation and applicant payment process enabled through an integrated database management system.

G. GEOSPATIAL TECHNOLOGY SPECIFICATIONS AND GUIDELINES – Geospatial (GIS) technology for these services may include, but not limited to, the following:

- ESRI-based, password protected, access to webmaps/webapps and services for applicable spatial and tabular data for Commissioners and staff (*such as daily reports, property damage, debris monitoring locations and data, including stumps, hangers, leaners, etc.*)
- Webmaps/webapps shall contain simple, easy to use widgets, tools, or dashboards where simple data analysis can be performed on datasets. For example, determining the extent, quantity, or other items for a daily debris removal summary snapshot.
- All ESRI-based services shall be real-time in nature. Static data file sharing, exports, reports, etc. shall be kept to a minimum for geospatial datasets.
- Geospatial data which possess spatial and attribute components may be recorded using the mobile device's internal GPS. Where applicable, photographs shall be attached to each record within the online geodatabase and accessible to all end users.
- Photographs shall also be collected and delivered in the native format in addition to being part of the spatial database.
- Contractor shall provide real-time access to any type of debris collection activity data (debris pickup locations, load tickets, monitors, haulers, incident locations, TDSRS operations, etc.)
- Contractor shall provide ADMS program criteria with bid submittal

H. DEBRIS VEHICLE & EQUIPMENT CERTIFICATION - All debris hauling vehicles and equipment shall be measured and certified prior to performing debris removal. The Contractor shall complete a certification on each vehicle deemed appropriate for collection. In addition to completing vehicle certification forms, photographs must be taken of each vehicle showing the vehicle number and type of vehicle. These photographs shall be attached with the certification. Original copies of these certifications, including photographs, shall be retained by the Contractor on behalf of the County and provided to the County upon their request or project completion. Additional copies shall be provided to the debris removal Contractor and the vehicle driver. Once these vehicles are certified, random verifications shall be performed at each TDSRS to assure that no vehicle modifications have been made and to confirm data accuracy. The Contractor shall measure the volume to the nearest cubic yard of usable space for each

debris collection vehicle. The Contractor shall complete a Vehicle Certification Form for each vehicle. The original Vehicle Certification Form shall be delivered to the County's Project Manager or designee. The Vehicle Certification Form shall contain the following information:

- Vehicle make, model
- Length
- Width
- Height
- Volume in cubic yards
- Tag number of vehicle
- VIN number of vehicle
- Vehicle type
- Driver of vehicle name
- Sub-Contractor representative name
- Certification monitor name certifying vehicle
- Date(s) of Service
- Vehicle certification number (internally assigned)

When a certification monitors signs a vehicle certification, he/she is certifying that to the best of his/her knowledge and belief, the information is complete and correct. The certification monitor shall not sign or accept any partially completed information. The Contractor's Project Manager or designee shall review all truck certification forms with the debris Contractor to assure completeness and accuracy of each form before forwarding to the County's Project Manager or designee.

- I. The Contractor shall provide the County's Project Manager and the debris Contractor(s) with daily Disaster Debris Status Reports. Each daily report shall contain the following:

- Overview of daily activities including status of damage complaints
- Cumulative debris totals by debris site
- Cumulative debris totals by type
- Cumulative debris totals by day
- Summary of monthly debris removal efforts (cumulative and by debris site)
- Summary of mulch removal efforts (cumulative and by debris site)
- Summary of mixed/construction & demolition removal efforts (cumulative and by debris site)
- Stump volume by site
- Leaner/Hanger/Stump data (daily activities and cumulative reporting as noted above)
- TDSRS and final disposal site(s) statuses
- Labor force report
- Debris site processing equipment summary

This reporting is due no later than 12:00 noon the following business day or as requested by the County.

- J. The Contractor will provide Field Debris Monitors and Debris Monitoring Supervision and Management to assist the County with removal services related to natural or man-made disasters. The services to be provided are contract compliance supervision and inspection, not professional engineering services. At

a minimum, the Contractor will provide qualified people who can perform the following roles:

- TDSRS DEBRIS MONITORS – Contractor shall provide personnel to oversee the inspection of the disposal or unloading sites by providing the monitoring, verification of load capacity, and documentation at designated temporary debris storage and reduction sites.

Services include:

- Provide disposal site monitors and inspectors personnel
 - Complete record of contract haulers' cubic yardage and other record keeping as may be needed on the provided load ticket
 - Initial each load ticket before permitting truck to proceed from the check-in area to the tipping area
 - Remain in contact with debris management/dispatch center or supervisor
 - Perform other duties as directed by the dispatch/staging operation, debris management project manager, or designated County personnel
 - Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards, document and record measurements and computations.
- FIELD DEBRIS MONITORS – Contractor shall provide roving on-site, street-level work area inspections of debris cleanup and collection.

Services include:

- Provide loading site (field) monitors to inspect and control debris collection utilizing manifest load tickets
- Provide field monitor personnel at designated areas to check and verify information on debris removal
- Monitor collection activity of trucks
- Issue manifest load tickets at loading site for each load
- Check the area for safety considerations such as – downed power lines, children playing in area, are traffic control needs met, are trucks and equipment being operated safely
- Ensure Freon containing appliances are sorted and ready for Freon removal on site or separate transport for Freon removal before final disposal
- Should damages occur to utility components, driveways, road surfaces, private property, vehicles, etc. document the damage with photos, if possible, collect information about owner, circumstances of the damage (who, what, when, where) and report to your supervisor
- Ensure the work area is clear of debris to the specified level before equipment moves to a new loading area
- Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards, document and record measurements and computations
- Properly monitor and record performance and productivity of debris removal crew
- Remain in constant contact with debris management/dispatch center or supervisor
- Ensure that loads are contained properly before leaving the loading area
- Ensure only eligible debris is collected for loading and hauling
- Ensure only debris from approved public areas is loaded for removal

- Photographically document hazardous trees (leaners and hangers) in a manner that clearly identifies the threat in accordance with FEMA PAPPG, latest edition
 - Verify that all trucks leaving the site have been completely emptied of all debris from the trucks
 - Perform other duties from time to time as directed by the debris management project manager or designated County debris management personnel.
- SENIOR TECHNICIAN/FIELD SUPERVISOR – Contractor shall provide a Senior Technician/Field Supervisor to oversee debris monitoring activities in the field.

Services include:

- Oversight and supervision of all field activity
 - Schedule monitoring resources and deployment timing
 - Communication with County's personnel including meetings at the County's discretion during activation
 - Make suggestions to improve the efficiency of collection and removal of debris
 - Coordinate daily activities and future planning
 - Remain in contact with debris management/dispatch center or supervisor
 - Identify, address, and troubleshoot any questions or problems that could impact work area safety and eligibility
 - Compile operational reports
 - Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards, document and record measurements and computations.
 - Maintain a complaint tracking system with resolution/action taken
- SUPERVISING MONITORS – Contractor shall provide supervising monitors to coordinate actions of field and TDSRS monitors. A minimum of two TDSRS monitors are required per debris site.

Services include:

- Coordination of daily operations with Debris Management Contractors
- Coordination of logistics of the TDSRS(s) to assure efficient traffic flow and proper handling of load tickets that record FEMA data (such as vehicle volume, type of waste, etc.).
- Observation of vehicles entering and exiting the TDSRS and make reasonable efforts to ensure that vehicles are in compliance with their truck certifications (e.g., side boards in place, full tailgate, etc.).
- Calibration of debris vehicle load determinations with the FEMA monitors (TDSRS monitors are expected to provide volume determination consistent with FEMA).
- Keeping accurate records of debris vehicles, cubic yard volume determinations, time in and out, number of loads per day and other data as requested by County.
- Coordinating with local, state, and federal agencies as needed for TDSRS(s) on issues such as notification, obtaining permits, determining reimbursement, etc.
- Providing preliminary assessment and documentation of TDSRS(s) and assist in return of site to original conditions.
- Providing personnel to supervise the operation of TDSRS(s) including monitoring incoming loads of debris, processing of debris and outgoing loads of processed debris.
- Conducting end of day activities, such as verifying completion of debris crew assignments,

- completing all record keeping, and assuring that all vehicles have left the TDSRS.
- Verification of debris eligibility, including photographic documentation of hazardous trees (leaners and hangers) that clearly identify the threat in accordance with FEMA PAPPG, latest edition
- Review damage reports
- Resolve complaints – Report complaints and resolutions via complaint tracking system.
- Compile all necessary reports.
- DATA MANAGER – Contractor shall provide a data manager to oversee the processing of load ticket information, including QA/QC aspects that ensure documentation is maintained in accordance with all federal, state, and local requirements. This may involve use of electronic monitoring equipment or other approach as approved by the County.
- COST RECOVERY SPECIALIST – Contractor shall provide a cost recovery specialist to work hand-in-hand with County Project Manager, or their designee, to provide adequate data necessary to develop project worksheets for all Category A expenses and documentation.
- GENERAL SERVICES TO BE PROVIDED BY THE MONITORING CONTRACTOR:

(a) Pre-event

The pre-event services performed by the Contractor may include:

- Debris Management Plan and Standard Operating Procedures updates
- Inter-agency cooperative exercises and training
- FEMA/FHWA guidance and policy
- Review TDSRS locations and verification that sites are compliant with all required permitting
- Debris management Contractor bid preparation and review.
- Coordination of pre-event planning with debris contractor.

(b) Post-event

The listed services performed by the Contractor must include:

- Contract administration
- Debris estimates
- Perform oversight for road clearance and debris loading by debris management Contractors
- Provide TDSRS monitoring at various locations, including sites that handle materials from multiple Contractors and or monitoring firms
- Environmental assessment of TDSRS locations
- Ensure that all TDSRS locations are compliant with all required permitting and properly closed and remediated in accordance with FEMA PAPPG, latest edition.
- Truck certification
- TDSRS monitoring accommodating multiple municipalities/agencies
- Quality assurance and quality control of all documentation pertaining to debris management monitoring
- Safety procedures are outlined and followed

- Assist the County with information regarding public inquiries
- Provide technical advice to the County
- Be available to address questions from FEMA and FHWA both during and after services have been performed
- Provide assistance with FEMA Category A expense worksheets and other submittals, audits, appeals and associated processes, as needed, until final file closeout regarding each individual disaster event
- Provide current status reporting (including mapping) to the County daily, weekly, or as otherwise deemed necessary by the County utilizing, but not limited, to GIS
- Review and validate Debris Management Contractor(s) invoices prior to submission to the County for processing

K. **PAYMENT MONITORING AND RECONCILIATION PROCESS** - The Contractor shall review, validate, and reconcile debris management Contractor invoices prior to submission to the County for processing. The Contractor shall conduct a meeting at the beginning of the debris management operation to fully explain the process to the County and debris Contractor's representatives. All invoices from the debris Contractor shall be directed to the Contractor. Within seven (7) calendar days of receipt, the invoices shall be reviewed by the Contractor to be accepted or rejected. The Contractor shall issue in writing to the County and the debris Contractor, the acceptance or rejection of the invoices and a payment recommendation. If the invoice is rejected, the monitoring Contractor shall clearly state the reasons for rejection and work with the debris Contractor to resolve immediately. Billing invoices will be submitted bi-weekly by end of following week so that verification and reconciliation can be performed.

L. The Contractor shall provide appropriate staff to assist with damage complaints resulting from the debris removal. Complaints shall be tracked and forwarded to the project management team to be resolved with the debris removal Contractor. A weekly log of such complaints and their resolution shall be provided to the County's Project Manager.

M. **OTHER RELATED SERVICES**

1. **Event Closure** - The Contractor shall assist the County in preparing final reports necessary for reimbursement by AEMA, FEMA, FHWA and other applicable agencies for disaster recovery efforts by County staff and designated debris management Contractors. The Contractor shall assist in reviewing and processing requests for payment by the debris removal management Contractor.
2. **Federal Funding** - To ensure that processing of federal funding is acquired as quickly as possible, the following information and its accuracy is the responsibility of the awarded Contractor:
 - Review/reconciliation of debris Contractor invoices and payment recommendation letter
 - Monitoring and Collection information (volume reports, logs, etc.)
 - Project Status Reports
 - Completed Load tickets

- Photographs of Debris Collections in accordance with FEMA PAPPG, latest edition
 - Tipping Fee Receipts
 - Contractor invoices
 - Review of debris Contractor equipment hours of operation
 - Vehicle certifications
 - Start and end dates of the first debris removal pass and all subsequent passes
 - Timesheets of all subcontractors to support debris monitoring invoices
3. Compliance - The Contractor shall provide professional oversight to monitor compliance with local, state, and federal regulations. The Contractor shall stay current with AEMA, FEMA and FHWA policies and procedures and notify the County's Project Manager immediately as changes occur.

DELIVERABLES – At a minimum, the following deliverables must be provided to the County at the completion of the event response effort. However, deliverables shall in no way be limited to the following list. At its sole discretion, the County may add and/or delete deliverables to meet the needs of the County, State, FEMA or other agency. All deliverables will be submitted electronically, in a format specified by the County and by hard copy as applicable and directed by the County. The minimum deliverables to be provided include:

- (a) A log of damages reported, damage corrections/repairs and releases (if applicable)
- (b) Original load tickets, boxed, bound by date, and sorted by ticket number
- (c) Electronic ticket logs including information from ticket
- (d) Daily tower logs
- (e) Daily logs with list of all personnel with signatures and initials
- (f) Binders with issues and final resolution
- (g) Map books with daily logs
- (h) List of tickets issued by monitors, and list of lost/voided tickets
- (i) Each Ineligible debris pile will be tagged, in a format approved by the County, and a list compiled and submitted to the County
- (j) Operational Reports shall be prepared by the Contractor and submitted to the County throughout the duration of the recovery operations. The reports shall document the Debris Management Contractor's activities and progress from the previous day and shall be submitted no later than 4 hours after the end of an operational period to the County Project Manager or their designee. Each report shall contain the following minimum information:
 - i. Correct and accurately completed load tickets consistent with all reporting documents
 - ii. The times of operation of all debris loading trucks
 - iii. Reports, maps, and graphs to delineate production rates of crews and their equipment, progress by area and estimations of total quantities remaining, time to completion and daily cumulative cubic yards of debris removed, processed, and hauled.
- (k) A Final Report prepared by the Contractor and submitted to the County Project Manager within thirty (30) days of completion of the recovery operations. (Recovery Operations include closure and remediation of TDSRS and conclusions of all related operations.) At a minimum, this report will include a discussion of disaster response requirements and results and recommendations for future disaster responses.

Contractor will work with the County from preplanning throughout the entire project(s) until final FEMA project closeouts.

Section 5 – Evaluation Criteria

EVALUATION CRITERIA

The proposals received will be evaluated based on the following criteria:

CRITERIA	WEIGHT
Technical Approach (Methodology) – ADMS Demonstration	(25 points)
Geospatial Technology & Approach	(25 points)
Experience on Similar Projects/Past Performance	(15 points)
Firm Qualifications and Abilities	(15 points)
Client References for Similar Projects	(10 points)
Cost and Value	(10 points)
<hr/>	
TOTAL	100

RFP SCHEDULE – The following schedule is the PROPOSED schedule for evaluations.

Deadline for Proposal Questions [XX/XX/2022 no later than 2:00 pm CDT]

Proposal Due Date [XX/XX/2022 no later than 2:00pm CDT]

The evaluation of Proposer qualifications and capabilities shall include but not be limited to such factors as: technical methodology; experience; capabilities; past record; past performance; adequacy of personnel; ability of professional personnel; willingness and ability to meet time and budget requirements; recent, current and projected workload; location; approach to the project; ability to furnish the required services; volume of work previously awarded to each firm submitting qualifications; and such other factors as may be determined by the Evaluation Committee to be applicable to the particular requirements of the project for which the professional services have been requested.

Section 6 – Hourly Rate Schedule

HOURLY RATE SCHEDULE

NAME OF BUSINESS: _____

CONTACT PERSON: _____

EMAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

The hourly rates shall include all cost including applicable overhead and profit, lodging, meals, transportation, rentals, safety gear, telephone costs, cameras, GPS devices and other incidentals.

	<u>POSITIONS</u>	<u>HOURLY RATES*</u>	<u>HOURS**</u>	<u>TOTAL</u>
1.	Project Manager	\$ -		\$ -
2.	Data Manager	\$ -		\$ -
3.	Cost Recovery Specialist	\$ -		\$ -
4.	Field Supervisors	\$ -		\$ -
5.	Fixed Site Monitors	\$ -		\$ -
6.	Environmental Specialist	\$ -		\$ -
7.	GIS Specialist	\$ -		\$ -
8.	Supervising Monitors	\$ -		\$ -
9.	Billing/Invoice Analysts	\$ -		\$ -
10	Administrative Assistants	\$ -		\$ -
11.	Field Monitors	\$ -		\$ -
TOTAL (Items 1-11)				\$ -

*Any overtime will be billed at the Hourly Rate times 1.5. Overtime is not to be included in the rates above.

**These hours are not intended to represent the actual contract amount but are an estimated representation of a typical work week. The actual contract value will be negotiated with the successful proposing agency prior to issuance of the Notice to Proceed for each event.

This document must be completed and returned with your Submittal

Section 7 – Client References

PROFESSIONAL REFERENCES

Please provide three (3) current and correct references from clients for similar services.

1. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of project: _____
Contract Amount: _____
Start/End Date of Contract: _____

2. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of project: _____
Contract Amount: _____
Start/End Date of Contract: _____

3. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____

This document must be completed and returned with your Submittal

Section 8 – Contract

State of Alabama)

County of Baldwin)

CONTRACT FOR CONSTRUCTION SERVICES

This **Contract for Construction Services** (“Contract”) is made and entered into by and between the Baldwin County Commission, the honorable governing body of Baldwin County, Alabama, a political subdivision of the State of Alabama (hereinafter called “COUNTY”), and **PROVIDER** (hereinafter referred to as “PROVIDER” or “CONTACTOR”).

The Bid Specifications are fully set forth as part of this Contract and incorporated herein by reference.

WITNESSETH:

Whereas,

Whereas,

Whereas,

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

- I. Definitions. The following terms shall have the following meanings:
 - A. COUNTY: Baldwin County, Alabama,
by and through the Baldwin County Commission
 - B. COMMISSION: Baldwin County Commission
 - C. PROVIDER:
- II. Obligations Generally. The COUNTY hereby retains, and the PROVIDER agrees to perform for the COUNTY, those services as hereinafter set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall immediately commence performance of the services outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- III. Recitals Included. The above recitals and statements are incorporated as part of this Contract and shall have the effect and enforceability as all other provisions herein.
- IV. Professional Qualifications. For the purpose of this Contract, the PROVIDER represents and warrants to the COUNTY that it, and any and all agents, assigns and subcontractors retained by it to perform work required by this contract, possess the professional, technical, and administrative personnel with the specific experience and training necessary to provide the services required herein.
- V. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution. _

- VI.** Representation/Warranty of Certifications, Etc. PROVIDER represents and warrants that PROVIDER is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that PROVIDER shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through completion of the services. The representation and warranty aforesaid is a material inducement to the COUNTY in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the County's option.
- VII.** Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.
- VIII.** Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract.
- IX.** No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Contract. Therefore, the PROVIDER does not in any manner act on behalf of COUNTY, and the creation of such a relationship is prohibited and void.
- X.** Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- XI.** Entire Agreement. This Contract represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by all parties.
- XII.** Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements, and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XIII.** Assignment. This Contract or any interest herein shall not be assigned, transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
- XIV.** Ownership of Documents/Work. The COUNTY shall be the owner of all copyright or other intellectual property rights in reports, documents and deliverables produced and paid for under this Contract, and to the extent permitted by Alabama law, any such material may be reproduced and reused at the discretion of the COUNTY without payment of further consideration. PROVIDER shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of the services hereunder, without the COUNTY's prior written consent, which may be withheld or granted in the sole discretion of the COUNTY.
- XV.** Notice. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER:

COUNTY: Baldwin County Commission
c/o Joe Davis, III, Chairman
312 Courthouse Square
Suite 12
Bay Minette, AL 36507

- XVI. Services to be Rendered.** PROVIDER is retained by the COUNTY as a licensed and professionally qualified contractor. The general scope of work for the services will encompass the following activities and shall include all the terms and conditions of “**Request for Proposals**”, the same being expressly incorporated herein by reference, and without limitations will encompass:

“All provision and conditions and/or specifications listed/stated in the Request for Proposals (RFP) for the Disaster Debris Monitoring Services for the Baldwin County Commission.”

- A. PROVIDER will provide ongoing communications with the COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
- B. PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
- C. PROVIDER represents and warrants that its services shall be performed within the limits and standards provided by the COUNTY, in a manner consistent with the level of care and skill ordinarily exercised by similar providers under similar circumstances at the time the services are performed.

XVII. General Responsibilities of the COUNTY.

- A. The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER’s services hereunder or any defect or nonconformance in the work of PROVIDER.
- B. The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms, set out below.

- XVIII. Termination of Services.** The COUNTY may terminate this Contract, with or without cause or reason, by giving written notice of such to the PROVIDER. Upon receipt of such notices, PROVIDER shall discontinue its work to the extent specified in the notice.

In the event of termination, the COUNTY shall pay PROVIDER for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination.

- XIX. Compensation Limited.** The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Contract and shall not be demanded by PROVIDER or paid by COUNTY.

- XX. Direct Expenses.** Compensation to PROVIDER for work shall be paid in accordance with the Contractors Bid approval by the County Commission. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services.

- XXI. Method of Payment.** PROVIDER shall submit invoices to the COUNTY for payment for work performed. Such invoice shall be accompanied by a detailed account of compensation to be paid PROVIDER.
- Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.
- XXII. Effective and Termination Dates.** This Contract shall be effective and commence immediately upon the same date as its full execution, and the same shall terminate upon both the expiration of twelve (12) months, with an option to extend for two (2) twelve (12) month periods or until such time that a new contract can be bid and awarded. Any additional extension will be at the same prices, terms and conditions. Any successive contract(s) must have the written approval of both the County and the Contractor no later than thirty (30) days prior to the expiration of the original contract. Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.
- XXIII. Force Majeure.** The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXIV. Indemnity and Hold Harmless.** To the extent allowed by law, the **PROVIDER** shall indemnify, defend and hold harmless the County, and its Commissioners, State of Alabama, the Federal Government, and their officers, agents, employees and representatives from and against all claims, damages, losses, demands, payments, suits, actions, recoveries and judgments of every nature and description and expenses, including attorneys' fees and costs, arising out of, resulting from or related to the performance of the Work, provided that any such claim, damage, loss or expense: (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and (2) is caused in whole or in part by an act or omission of the **PROVIDER**, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
- The **PROVIDER** shall assume all risk and bear any loss or injury to property or persons occasioned by neglect or accident during the progress of Work until the same shall have been completed and accepted. **PROVIDER** shall also assume all blame or loss by reason of neglect or violation of any state or federal law or municipal rule, regulation or order. The **PROVIDER** shall give to the proper authorities all required notices relating to the Work, obtain all official permits and licenses and pay all proper fees. **PROVIDER** shall make good any injury that may have occurred to any structure or utility in consequence of the Work.
- In any and all claims against the County or its officers, agents, employees or representatives by any employee of the **PROVIDER**, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under the "INDEMNITY PROVISIONS" shall not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for the **PROVIDER** or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.
- The indemnification obligations contained in this section shall survive the expiration or termination of this Contract.
- XXV. Number of Originals.** This Contract shall be executed with three (3) originals, each of which shall be equally valid as an original.
- XXVI: Governing Laws:** The Contract in all respects, including without limitation its formation, validity, construction, enforceability and available remedies, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of law principles._

IN WITNESS WHEREOF, the parties hereto, by and through their duly authorized representatives, have executed this Contract on the last day of execution by the COUNTY as written below.

COUNTY

ATTEST:

JAMES E. BALL /Date
Chairman

RONALD J. CINK /Date
Budget Director

State of Alabama)

County of Baldwin)

I, _____, a Notary Public in and for said County, in said State, hereby certify that, James E. Ball, whose name as Chairman of Baldwin County Commission, and Ronald J. Cink, whose name as Budget Director, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Construction Services, they, as such officers and with full authority, executed same knowingly and with full authority to do so on behalf of said Commission.

GIVEN under my hand and seal on this the _____ day of _____, 2022.

Notary Public, Baldwin County, AL
My Commission Expires

PROVIDER:

Insert Name

By _____ /Date
Its _____

State of _____)

County of _____)

I, _____, Notary Public in and for said County and State, hereby certify that _____ as _____ of _____, whose name is signed _____ to the foregoing in that capacity, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he executed the same voluntarily on the day the same bears date for and as an act of said _____.

GIVEN under my hand and seal on this the _____ day of _____, 2022.

Notary Public, _____
My Commission Expires

The contractor will furnish a Performance Bond and a Labor and Materials Bond in the form and terms approved by the County in an amount not less than the estimated event cost for any and/or all events within 10 days of receiving the Notice to Proceed.

The cost of said bond premiums will not be an additional cost to the County.

The contractor shall immediately furnish a Certificate of Insurance listing the Baldwin County Commission as additional insured through the end of the contract term (annually upon renewal) for limits stated in bid specifications.