



INVITATION TO BID

DISASTER DEBRIS REMOVAL & DISPOSAL SERVICES Requisition No. GG-081221-DDR

Proposal Submission Deadline – 2:30 P.M. on August 12, 2021

SUBMIT ONE (1) ORIGINAL, TWO (2) COPIES, (1) ELECTRONIC COPY OF BID SUBMITTAL

NOTE: THE CONTRACT WILL FOLLOW FEMA REGULATIONS AND WILL ADAPT TO FEMA REGULATIONS AS REQUIRED BY LAW

GENERAL INFORMATION:

I. GENERAL INFORMATION AND REQUIREMENTS

The contact person for this bid is Rachel Keith - office number (251) 970-2418. Bid documents must be notarized where designated. All bids must be completed in ink. Bids submitted in pencil will not be accepted. Bidders are expected to examine the specifications carefully; failure to do so will be at the bidder's risk. The bidder cannot secure relief with a plea of error in the bid.

II. CONFLICT OF INTEREST

No employee, officer or agent of the City shall have any interest in the award of this contract or the bidder as noted in the City's Purchase Policy adopted through Resolution 19-1207. The award of the contract shall be based solely on the lowest and most responsive bidder.

III. COLLUSION

If there is any reason for believing that collusion exists among the bidders, any and/or all proposals may be rejected. Those participating in such collusion may be barred from submitting bids on the same or other work with the City of Foley.

IV. BONDING AND INSURANCE

Prior to signing of contract, contractor agrees to furnish the City with all applicable certificates of insurance.

A Performance Bond and a Labor and Materials Bond equal to the estimated event cost for any and all events is required within 10 days of receiving a Notice to Proceed. The contractor shall be able to cover expenses associated with a major recovery operation prior to the initial payment and between subsequent payments as well as the aforementioned bonds and insurance.

The Contractor shall save and hold the City, State of Alabama, US Government, their respective employees, officials and agents harmless from and against all liability, claims and demands on account of personal injuries (including without limitation workmen's compensation and death claims) or property loss or damages of any kind whatsoever, which arise out of or be in any manner connected with, or are claimed to arise out of or be in any manner connected with, the performance of this contract, regardless of whether such injury, loss or damage shall be caused by, or be claimed to be caused by, the negligence or other fault of the Contractor, any subcontractor, agent or employee.

V. CONTRACT AWARD

The City reserves the right to reject any and all bids and to waive any technical defects and to award one or more contracts based upon the amount of anticipated work needing to be done. Awards under this solicitation will be made to responsive, qualified, and responsible bidders ***giving consideration to bid price, expertise/experience of personnel comprising crew(s), type of equipment used, number of crews available from each bidder and administration costs.***

Determination for the purposes of award shall be made on the basis of the most qualified bidder as it related to past performance, financial stability, mobilization, resources and pricing. Prior to award, bidders may be required to provide evidence of responsibility and ability to timely perform the contract work. This may include the requirement to provide written documentation of ownership or confirmed rental or other immediate access to the offered equipment and personnel designated by the Contractor(s) to be available for this contract.

NOTE: Upon receipt of Notice To Proceed, selected bidder(s) must be able to obtain a Performance Bond and Labor and Materials Bond in the amount of 100% of the estimated event cost.

Failure to submit the required contract and documentation within 20 days of notice of award will be considered a withdrawal of the bid, and the bid will be awarded to the next lowest bidder at the City's discretion.

VI. CONTRACT PERIOD

The contract period will begin on date specified in executed contract and shall extend for a period of one year. Prior to contract expiration and upon a mutual written agreement by the City and the Contractor, the term of the contract may be extended annually for two (2) additional one year terms as bid law allows, renewable at the end of each consecutive year. If the final contract expiration date falls within hurricane season, it is the City's prerogative to rebid this service prior to contract expiration in order to ensure that there is no change in the Contractor or transition required during hurricane season. If this is accomplished, the final year contract will end when a new contract is in place.

VII. TERMINATION OF CONTRACT

This contract may be terminated at any time for the convenience of the City for any reason. This contract shall be terminated for cause if the Contractor defaults in the performance of any of the terms hereof, including but not limited to: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third party claims filed or reasonable evidence that a claim will be filed, or other reasonable cause; or otherwise fails to cure any other deficiency identified by the City's authorized agent within 24 hours of delivery of notice of said deficiency. The City retains all other legal or equitable rights or remedies existing as a result of said default, including but not limited to any legal process necessary to obtain any sureties securing this contract.

VIII. WARRANTIES AND REPRESENTATIONS

This contract is binding upon and insures to the benefit of the City, or Assigns, and is the whole agreement of the parties and governed by the Law of the State of Alabama. The appropriate venue for any litigation resulting hereunder is the Alabama Court, Alabama.

The Contractor acknowledges that FEMA financial assistance will be used to fund the contract only. The Contractor will comply with all applicable Federal, State, County, and municipal laws, ordinances, and regulations as well as FEMA policies, procedures and directives.

The Contractor shall not discriminate against any employee or applicant due to sex, race, color, creed, national origin or ancestry. The Contractor further certifies he is eligible to perform this contract under local and Federal law, is not now and has never been debarred from performing

Federal or State government contracts and that all subcontractors used in the performance of this contract have the same qualifications.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract. The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

IX. DEFICIENCIES, CORRECTIVE ACTIONS AND DEDUCTIONS

When the Contractor's work does not conform to the contract requirements completely, a deficiency or breach of contract exists. If a deficiency/breach is serious enough to render a service unacceptable, it is also considered a defect. Defects are important in determining if non-compliance levels have been exceeded for services inspected.

If deficiencies/breaches are identified, the City must take action to correct those deficiencies using one, or in some cases a combination of, the following:

Stop Unsafe Work. The City's authorized agent may immediately stop work on that portion of the job affected by a safety hazard, until it is corrected.

Issue a Stop Work Order. If the City's authorized agent determines the deficiency is serious, the City can issue a stop work order.

The City's authorized agent will notify the Contractor, in writing, of any observed noncompliance with the aforementioned Federal, State, or local laws or regulations. Such notice, when delivered to the Contractor at the site of the work, shall be deemed sufficient for the purpose. After receipt of such notice, the Contractor shall immediately inform the City's authorized agent of proposed corrective action, and take such action as may be approved. If the Contractor fails or refuses to comply promptly, the City's authorized agent may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time, or for excess costs or damages by the Contractor.

The City may discuss corrective actions with the Contractor to prevent future occurrences. The Contract may be terminated. City reserves the right to any and all remedies should a deficiency or breach be determined. Where the Agreement's total value exceeds \$150,000 and the Contractor is found in breach of any of the terms or conditions of that Agreement, Contractor shall provide liquidated damages in an amount consistent with the Agreement to make the City whole after the project is completed, whether by Contractor, surety, new contractor or City forces. The Contractor agrees and understands that the City cannot be whole until the project is completed for the awarded bid amount and any additional costs would be part of the liquidated damages. This section is intended to comply with 2 C.F.R. Chapter 2.

X. NOTICES

At the time of award, the Contractor shall designate, in writing, a Contractor Representative to receive any Notice required hereunder and who shall be available at the local work site in City, Alabama, during all times that the Contractor is performing work in accordance herewith. A copy of said designation shall be provided to the City's authorized agent at the time of award.

The only City personnel authorized to receive any Notice required hereunder is the City's authorized agent. Said Notice must be hand delivered during normal business hours to the location designated by the City.

XI. ACCEPTANCE OF CONTRACT

The Contractor shall provide all the documentation required as per specified for BONDING AND INSURANCE of this contract within the specified time limit, and providing a list of all Sub-Contracts and Proof of Insurance of all Sub-Contractors being used under this contract.

The Contractor shall provide the City the required insurance certificate(s) with a clause that shows Indemnity and Hold Harmless from injuries, damages, or losses caused by the negligent actions of the Contractor or its Employees to the City, State of Alabama, and Federal Government.

The Contractor shall provide proof of Workman's Compensation as required by the State of Alabama. The Contractor agrees to complete the work in a professional, workmanlike manner and within the scope of work guidelines set forth above based on the unit pricing submitted by the contractor in the Bid Schedule.

Award of this Contract will be contingent upon the results of a background check of the successful bidder as stated in City of Foley Ordinance No. 1029-08. According to this ordinance, the City of Foley will take criminal histories into account when deciding whether a selected bidder is qualified to do work for the City.

The awarded bidder must obtain a City of Foley business license the first business day after response to a storm event.

XII: ALABAMA IMMIGRATION LAW COMPLIANCE

In compliance with Act 2012-491: Upon entering a contract, the awarded bidder affirms, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom. Proof of enrollment in E-Verify for Immigration Law Compliance is required **FROM THE AWARDED BIDDER - An acceptable proof of enrollment with E-Verify would be an E-VERIFY MEMORANDUM of UNDERSTANDING (MOU).**

INSURANCE AND LIABILITY REQUIREMENTS

NOTE: PROOF OF INSURANCE SHOULD BE INCLUDED IN THE BID PACKET. THE AWARDED VENDOR WILL BE REQUIRED TO PROVIDE AN UPDATED CERTIFICATE LISTING THE CITY AS ADDITIONAL INSURED.

CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE: The Contractor shall not commence work under this Contract until he has obtained all the insurance required under this certificate and such insurance has been approved by the Owner, 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 his employees to be engaged in work on the project under this 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 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.

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 coverage on an occurrence basis and property damage coverage on an accident basis, including damage 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 \$1,000,000 combined single limit per occurrence for bodily injury and property damage; \$2,000,000 aggregate.

The Contractor agrees to maintain such completed operations coverage as is required in this section for a period of one year from the date of acceptance of the work by the Owner or at the date of the final amounts owed the Contractor by the Owner, whichever occurs first.

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE: The Contractor agrees to carry a Comprehensive Automobile Liability Policy providing bodily injury liability on an occurrence basis, and providing property damage liability on an accident basis. This policy shall protect the Contractor against all liability arising out of the use of automobiles, both private, passenger, and commercial, regardless of whether such vehicles shall be owned by the Contractor, owned by others or be hired. Limits of liability for Comprehensive Automobile Liability Insurance shall be \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

INDEMNITY PROVISIONS: The Contractor shall indemnify and hold harmless the Owner, State of Alabama, Federal Government, including FEMA, and its employees from and against any and all losses, liabilities, expenses, payments, recoveries and judgments, expenses including attorneys' fees, and all claims for damage relating to or arising out of any negligent action or failure to act by Contractor, its subcontractors, officers, agents, and employees of any of the obligations under this Agreement.

The Contractor 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. He 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 Contractor shall give to the proper authorities all required notices relating to the Work, obtain all official permits and licenses and pay all proper fees. He shall make good any injury that may have occurred to any structure or utility in the performance of the terms and conditions of the agreement.

If any and all claims against the Owner or its agents or employees by any employee of the Contractor, 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 Contractor or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

SUBCONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE: The Contractor shall require each of his subcontractors to produce and maintain during the life of his subcontract, subcontractor's Public Liability and Property Damage Insurance of the type specified in the above paragraph hereof in amounts approved by the Owner.

This certificate shall be used in submitting evidence of compliance with the above requirements. The insurance company's representative shall execute additional copies as may be required of the certificate. One executed copy shall be forwarded to the Contractor for attachment to the original policy as an endorsement.

FEDERAL PROCUREMENT STANDARDS: Contractors are required to comply with all Federal procurement standards as applicable to Disaster Debris Removal and Disposal Services performed for the City of Foley and any other terms applicable in the bid contract. Any changes or updates in these standards will be applicable to these services and contract. Should the relevant Federal Agencies require changes remedies, changed conditions, access or records retention, or suspension of work then said conditions will be immediately incorporated into this contract.

BID SPECIFICATIONS:

I. Scope of Work

The City of Foley is requesting proposals from experienced firms to enter into a pre-event contract at no immediate cost to the City for the following services. On an "as needed" basis, contractors shall provide clean-up, demolition, removal, reduction and disposal of debris resulting from a natural or manmade disaster as directed by the City in order to eliminate immediate threats to the public health and safety. Also required is the elimination of immediate threats of significant damage to improved public or private property and that which is considered essential to ensure economic recovery of the affected community. Contractors shall also provide disaster recovery technical program management assistance to City officials. One or more proposers may be selected to provide differing elements or levels of scope of work in accordance with the capabilities and extent of involvement each respondent proposes.

The work to be undertaken includes, but is not limited to:

- a. Project Manager: Contractor shall provide a Project Manager for the entire duration of the operation, subject to the approval of the City. The Project Manager's education and experience shall be appropriate to the nature of each event. The Project Manager shall attend meetings, provide for daily progress reports as well as dispatch field supervisors where necessary. The Project Manager shall remain the same throughout the duration of the project, unless the City deems otherwise.
- b. Initial Deployment: Within 24 hours of the City's Declaration of a State of Emergency, and/or notification to Contractor, the Project Manager shall report to the City's EOC, or such other place as designated by the City. After the City has given a Notice to Proceed, the Contractor shall begin preparation for mobilization immediately and be fully operational within 48 hours. A meeting will be held with City personnel, debris removal company, and debris monitoring company prior to the first 72 hour push.
- c. Emergency Road Clearance: Removal of debris from the primary transportation routes as directed by the City. Contractor shall provide specialized equipment to conduct immediate emergency road clearance, in order to 'cut and toss' the debris and disaster generated obstacles out of the rights of way.
- d. Debris Removal from Public Property: Removal of debris from public rights of way. Contractor shall provide sufficient signage, flagging and barricading to insure the safety of vehicular and pedestrian traffic at all debris removal, collection, reduction and/or disposal sites. If removal of debris beyond public rights of way is necessary, to abate imminent and/or significant threats to the public health and safety of the community. Any such action must be determined and approved and monitored by the City.
- e. Debris Removal from Commercial Property: Should an imminent threat to life, safety, and health to the general public be present due to debris on commercial private property which hampers safe delivery of essential services, the Contractor, as directed by the City, will accomplish the removal of debris. This item will be monitored for strict compliance with FEMA regulations regarding eligibility.
- f. Hand loaded vehicles are prohibited unless pre-authorized, in writing, by the City's Engineer, following the event. All hand-loaded vehicles will receive an automatic fifty percent (50%) deduction for lack of compaction.
- g. Temporary Debris Staging and Reduction Sites, (TDSRS): The Contractor will prepare and maintain a sufficient number of TDSRS facilities to accept and process all eligible storm debris. Preparation and maintenance of facilities shall include maintenance of the TDSRS approach and interior road(s) for the entire period of debris hauling, including provision of crushed concrete for any roads that require stabilization for ingress and egress. Each facility shall be provided with a roofed inspection tower. An approved man lift may be used instead of constructing the tower. The tower shall be of sturdy construction using pressure treated wood. The floor elevation of the tower shall be such that it affords the City inspector a complete view of the load bed of each piece of equipment being utilized to haul debris and also allows for easy transfer of the debris removal load ticket between the City Monitor and the vehicle driver. The floor area shall be a minimum of 4' x 12', constructed of 2" x 6" joists, 16" on center with 3/4" plywood supported by 4" x 4" high railing constructed of 2" x 4" studs. Access shall be by wooden steps with a handrail per Building Codes. The inspection tower shall reasonably accommodate the City Monitor and the operations planned. **The cost of this tower MUST be absorbed in the overall unit cost – DO NOT list this cost separately.**
- h. Contractor must set up accounts with the landfill and coordinating reduction disposal site.
- i. The Contractor shall make provisions for portable sanitary facilities to be provided and maintained at all inspection towers.
- j. All debris shall be processed in accordance with local, state and federal law, standards and regulations. Processing shall include, but is not limited to, reduction by tub grinding and/or incineration when approved by the City. Prior to reduction, all debris shall be segregated between vegetative debris, construction and demolition debris, recyclable debris, white goods and hazardous waste.

- k. Generated Hazardous Waste Abatement: Abatement of hazardous waste identified by the City in accordance with all applicable Federal, State and local laws, standards and regulations.
- l. Demolition of Hazardous or Condemned Structures as determined by the City that are a hazard to public health.
- m. Debris Disposal: Disposal of all eligible debris, reduced debris, ash residue and other products of the debris management process in accordance with all applicable Federal, State and local laws, standards and regulations. Final disposition of debris shall be agreed upon by City and Contractor.
- n. Documentation and Inspections: Storm debris shall be subject to inspection by the City. Inspections will be to insure compliance with the contract and applicable local, state and federal laws. The Contractor will, at all times, provide the City access to all work sites and disposal areas. The Contractor and the City will have in place at the Temporary Debris Staging and Reduction Sites, (TDSRS), personnel to verify and maintain records regarding the contents and cubic yards of the vehicles entering and leaving the TDSRS's. The Contractor will assist the City in preparation of the Federal, (FEMA), and State reports for any potential reimbursement through the training of City employees and the review of documentation prior to submittal. The Contractor will work closely through its city contacts with the State Division of Emergency Management, FEMA and other applicable State and Federal Agencies to ensure that eligible debris collection and data documenting appropriately address concerns of the likely reimbursement agencies.
- o. Work Sites: The City will establish and approve all sites that the Contractor will be allowed to work. However, debris removal contractor and monitoring firm shall work together to obtain the necessary ADEM permits for the site. The Contractor will remove all eligible debris and leave the site from which the debris was removed in a clean and neat condition. This condition of the work site shall be equal to or better than the original condition of the site. While Contractor is engaged in work requirements under this agreement, Contractor shall be responsible for the security of water, sewer, storm drains, cable television, gas lines, electrical lines and all other infrastructure and communication lines or other utility lines. Any damage caused by Contractor or their subcontractor shall be the responsibility of the Contractor without additional cost to the City.
- p. Electronic Waste: Payment for this item shall be for the collection and disposal of common electronic devices such as television, computers, DVD players, telephones, cell phones, copy machines, stereo equipment, video game consoles and other similar devices. Disposal shall be in accordance with all applicable state, federal, and local laws.
- q. White goods: The Contractor may expect to encounter white goods available for disposal. White goods will constitute household appliances. The Contractor will dispose of all white goods encountered in accordance with applicable Federal, State and local laws.
- r. Leaners and Hangers: Upon City's order, and under the City's monitoring, the Contractor shall be responsible for removal of leaners and hangers that cause an imminent threat to public safety and health to the residents of the City, as deemed by the City. This may require removal of leaners and hangers over sidewalks, impeding waterway flows, school zones, walk routes and all public ROW. Specific documentation will be required to validate all leaners and hangers. Documentation method must be approved prior to contract activation. All removals must be done in accordance to the PAPPG.
- s. Hazardous Stumps Extraction: Partially uprooted stumps on improved public property or rights of way, with an exposed root ball of 50% or more, that creates an immediate threat to life, public health and safety shall be removed at the request of the City. The Contractor shall provide all labor, equipment and materials to remove and dispose of the designated stumps. This work item will only be used when necessary to grub or dig stumps from the ground. The Contractor shall remove, load, haul, restore the site and perform final disposition of all eligible stumps. Specific documentation will be required to validate all hazardous stump extractions and the Contractor shall not remove a stump before it has been properly documented by the City. Removal of a stump prior to documentation will result in non-payment for stump removal. Stumps less than or equal to 24 inches in diameter (measured 24 inches up from where the tree originally exited the ground), will be considered vegetative debris and removal will be paid using the FEMA Stump Conversion Table. Removal and disposal of stumps greater than

24 inches will be based individually. Explain process for stumps that fall between whole numbers, and methodology for rounding to the nearest whole number. All removals must be done in accordance to the PAPPG.

- t. Stump Debris: Tree stump remnants measuring up to 72 inches in diameter that are not attached to the ground by roots will be considered normal vegetative debris and will be paid for under the unit price for removing vegetative debris, NOT stump removal prices. Stumps less than or equal to 24 inches in diameter (measured 24 inches up from where the tree originally exited the ground) will be considered to be normal vegetative debris and will be removed and paid with the same methods used for other vegetative debris. For stumps greater than 24 inches in diameter, the FEMA Stump Conversion Table shall be used to determine the equivalent stump volume of vegetative debris. All removals must be done in accordance to the PAPPG.
- u. Clean Fill Dirt: The Contractor shall place compacted fill dirt in ruts created by equipment, holes created by removal of hazardous stumps and other areas that pose a hazard to public access upon direction by the City. This clean fill dirt shall be compacted as directed by the City. Fill dirt will not be provided by the City, Contractor will need to facilitate contract from local dirt pit and staging areas.
- v. Documentation and Recovery Process: Contractor will provide the following in addition to debris removal:
 - 1. Recovery process documentation – create recovery process documentation plan.
 - 2. Maintain documentation of recovery process through duration of the event.
 - 3. Provide written and oral updates as requested by the City in weekly meetings.
 - 4. Review documentation for accuracy and quantity and be prepared for monthly reviews by the City.
 - 5. Assist in preparation of claim documentation.

These costs for the documentation and recovery process shall be included in the items in the pricing attachments (Attachments I & II). Proposers shall have proven experience with overall management and FEMA requirements, rules and regulations to qualify for this scope.

II. Administration

The Public Works Director or his designee will be the Contract Administrator for this project.

Contractor and their subcontractors shall obtain all required permits, certifications, licenses and shall provide the City with proof of adequate insurance. Proof of insurance shall meet or exceed the following requirements:

- Workers' Compensation Insurance- as required by law
- Employer's Liability Insurance- \$1,000,000 per occurrence
- Automobile Liability Insurance- \$1,000,000 per occurrence, \$1,000,000 per accident for bodily injury and \$1,000,000 per accident for property damage

Contractor shall have signage on both side of its trucks, equipment and trailers identifying the company, City, truck number and capacity of truck in cubic yards. (Minimum 6" lettering).

If the proposer fails to perform the conditions of the agreement as specified and as interpreted by the Contract Administrator, the City shall provide written notice of such violation.

The City reserves the right to terminate the agreement, without cause, with a 30-day calendar written notice, unless otherwise provided in the contract.

Termination and cancellation of any agreement will not relieve the proposer for work with was to be completed prior to the termination or cancellation of the agreement. If the agreement is terminated for cause, proposer will be removed from the City's vendor list. The City shall have the right to terminate the agreement in the event the Proposer files any petition or proceeding for bankruptcy relief or is adjudicated to be bankrupt or insolvent or fails to pay just debts as they ordinarily become due.

This agreement may not be terminated by the proposer unless otherwise provided in the contract.

III. Limitations

- a. This request does not commit the City to the award of a contract, or to pay any costs incurred in the preparation for a response to this request.
- b. The City may or may not require the prospective proposer to participate in negotiations and to submit additional technical information or other revisions to their proposal as may result from the negotiations.
- c. The City reserves the right to reject any or all proposals, to waive informalities, to request additional information, and to award a contract deemed most advantageous for the City.

IV. Minimum Requirements of Proposer:

- a. Proposals shall be considered only from firms normally engaged in performing the type of work specified with this Request for Proposal. In the determination of the evidence of responsibility and ability to perform the required services by the proposer, the City shall determine whether the evidence of responsibility and ability to perform is satisfactory. The City reserves the right to reject any or all proposals.
- b. Previous experience in the performance of projects of a similar nature sufficient to ensure timely and efficient completion of any disaster project.
- c. The individual/firm warrants that he/she is fully qualified, with adequate personnel and experience to undertake the services required with a reasonable time.
- d. The proposer shall be an equal employment opportunity employer and shall adhere to any local, state, or federal affirmative action requirements, including but not limited to compliance with Executive Order 11246 of September 24, 1965 as amended and as supplemented by 41 C.F.R. 60; (30 FR 12319, 12935, 3 C.F.R. Part 1964-1965 Comp., p. 339) as amended by Executive Order 11375. .
- e. Proposer shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented by 29 C.F.R. Part 5; Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by 29 C.F.R. Part 5; all applicable standards orders or regulations issued pursuant to the Clean Air Act generally and specifically Sections 306 and 508 of the Clean Water Act (42 U.S.C. 1857(h)) Executive Order 11738; and 40 C.F.R. Part 15, Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and mandatory standards relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163, 89 Stat. 871. Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. This compliance includes but is not limited to procuring only items designated in guidelines of the EPA (40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- f. Any award of a contract utilizing federal funds or with the possibility of federal reimbursement in excess of \$100,000 that involve mechanics or laborers must comply with 40 U.S.C. 3702 and 3704 as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Further, under 40 U.S.C. 3704 no laborers and mechanics in construction work must be required to work in unsanitary hazardous or dangerous working conditions or surroundings.
- g. The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- h. Proposer shall retain all records for a minimum of four years after final payment. Proposer agrees to allow access by City, any relevant Federal Agency, or the Comptroller General of the United States to

any records, documents books or papers for the purpose of audit, examination, excerpts or transcription.

- i. Proposer agrees that patent rights with respect to any discovery or invention that arises or is developed in the course of or under this contract shall be owned by the City.
- j. Proposer agrees that copyright and rights in data with respect to any discovery or invention that arises or is developed in the course of or under this contract shall be owned by the City.
- k. The proposer shall ensure that foreign workers are legal and documented to work in the United States.

V. Incurred Expenses

The City is not responsible for any expenses, which proposers may incur in the preparation and submittal of proposals requested, including but not limited to, costs with travel, accommodations, interviews, or presentations of proposals.

BID SUBMISSION REQUIREMENTS

Proposals will be received by the City until 2:30 p.m. on Thursday, August 12, 2021. All submissions containing insufficient data will be disqualified. To be considered, **submit one (1) original in color and two (2) complete color copies in an 8'1/2" by 11" format and one (1) electronic copy via USB drive.** Proposals must be delivered to the City of Foley, Attention: Purchasing Agent, 407 East Laurel Avenue, Foley, Alabama 36535 **or** P.O. Box 1750, Foley, Alabama 36536.

All questions related to this bid must be documented through email and should be sent to Rachel Keith at rkeith@cityoffoley.org no later than 72 hours prior to the scheduled bid opening. No questions will be addressed by any means other than email. Answers will be emailed to all bidders in the event that clarification is required. If further clarification is needed or a change is made within the bid, an Addendum will be emailed stating the change. All addendums must be acknowledged in the "Addendum Acknowledgment" section located on page 20 of this bid packet.

The following must be tabbed and labeled with the corresponding number and may be referenced documentation on the Bid Submittal Form:

1. Company Contacts

- a. Name, address, phone number, fax number, and e-mail address of the person or firm submitting the proposal.
- b. Provide the name, title, email address, and contact number for key project managers, officials, and executive staff.
- c. Bidder shall also note in this section the company representative who will be the primary contact for the City should the contract be awarded to them.

2. Bond, Insurance, and License

Bid Bond or cashier's check in the amount of \$10,000 drawn on an Alabama bank, a copy of State of Alabama General Contractor's License with a bid limit amount of "unlimited" and a certificate of insurance is required to show proof of insurance. Upon award of bid, the awarded Contractor will be required to list the City as an additional insured.

3. Past Performance (25 points)

- a. Provide list of firm's disaster debris removal projects completed within the past 10 years (include all projects within the State of Alabama) that are the same or larger to the magnitude for this RFP, including the public agency, their contact information, FEMA contacts, name of the project, and dollar value.

- b. Past experience setting up, managing, and operating a disaster debris reduction site
 - c. Provide a dollar figure for each event worked where FEMA / CRC has denied your work for reimbursement based on documentation errors and include the results of any FEMA appeal
 - d. Provide a list of Disputes, Litigation and Resolution including: Past and Present litigation and disputes, Licenses Sanctions, Lost or Cancelled Accounts and Contract Denials. If none, please make a notation.
 - e. The City will take into account the outcome of any past contracts, projects or other business it had with contractors responding to this bid based on the outcome of said contracts, projects or business interactions.
4. Financial Capability (5 points)
- a. Contractor must be able to financially sustain operations until submittal of initial invoice and payment
 - b. Provide documentation of the financial handling of multiple disaster contracts in multiple disasters
 - c. Provide aggregate bonding capacity, single bonding capacity, and other available funding
 - d. Contractor must show a history of satisfactory and timely payment to subcontractors
 - e. Provide letters of recommendation and payment satisfaction from banks and bonding agencies to support the above information.
5. Contractor Qualifications (25 points)
- a. List and discuss your firm's qualifications to meet the City's objectives and perform tasks listed in the proposal. This shall include the size of the firm, office location from which services will be performed, and staff to be assigned and/or employed for each type of storm event.
 - b. Include the number of years of experience in disaster response: company and/or predecessors must have at least 5 years of experience in this field; more preferred
 - c. List the degree of experience in all areas of emergency response, management and recovery of key team members who will be deployed under this contract. Provide brief resumes for each team member.
 - d. Discuss experience with FEMA and Alabama Emergency Management Agency reimbursement programs and funding procedures.
6. Price Structure (20 points)
- a. The primary method of cost evaluation will be based on the rates for vegetative debris removal, reductions, and hauling to a typical disaster event. This shall utilize debris volumes based on experience with all major disasters.
 - b. Attach pricing per Attachment I & Attachment II
7. Technical Approach (10 points)
- a. Describe your firm's technical approach and debris management and response plan applicable to the scope of work to support the needs and objectives of the City of Foley. Include mobilization and response time, operation plan, work procedure, safety plan, and data processing procedures
 - b. Proposer's existing maintenance, repair, parts and resource programs, including availability of personnel, that would enable and ensure remedial work as maybe required under the guarantee provided.
8. Equipment Capability/Inventory (10 points)
- a. List types and quantities of company-owned disaster recovery equipment (classify each as owned or leased)
 - b. Provide a statement of reasonable assurance that listed equipment will be available to perform the services for City of Foley.

9. Subcontracting Plan (5 points)

- a. Specify ability to place qualified minority/women/disadvantaged business enterprises
- b. List all current small businesses which are committed to work with your firm and identify those classified as MBE/DBE/WBE
- c. Discuss your firm's commitment to comply with federal requirements concerning DBE participation

10. References

Attach a minimum of three municipality references with contact information for someone familiar with the debris removal process and the subsequent FEMA reimbursement. Letters should reference performance of Contractor and successful completion of similar projects.

11. Other Required Documents

Include Drug-Free Workplace Form, Anti-Collusion Affidavit, Anti-lobbying Affidavit, Bidder's Information/Addendum Acknowledgement Form

CRITERIA FOR EVALUATION AND AWARD

All bids will be evaluated utilizing evaluation factors listed in the "Bid Submission Requirements" section above. The successful Proposer will be selected based upon the best response offered to the City. Proposers may be requested to give an oral presentation after submission of responses, should the City find it necessary to determine which proposal received is the best.

The Evaluation Committee will consider the following evaluation factors (of which cost is only one factor) of the received proposals: past performance, financial capability, contractor qualifications, price structure, technical approach, equipment capability/inventory and subcontracting plan.

The objective of the evaluation is to enter into a contract with the highest ranked company. Each category shall be weighted and one hundred (100) points are the maximum total number of points that can be awarded to a proposal.

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with the requirements set forth within this Disaster Debris Removal & Disposal Request for Proposal, Requisition Number GG-081221-DDR, hereby certifies that

_____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

PROPOSER'S SIGNATURE

DATE

ANTI-COLLUSION AFFIDAVIT

STATE OF _____
COUNTY OF _____

_____, being first duly sworn deposes and says that:

1. He is the _____ of _____ attached bid;
2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
3. Such bid is genuine and is not collusive or sham bid;
4. Neither the said bidder, nor any of its officers, partners, owners agents, representatives, employees or parties in interest, including this affidavit, has in any way collude, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix any overhead, profit, or cost element of the bid price of any other bidder to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against _____, or any person interested in the proposed contract; and
5. The price or prices quoted in the attached bid are fair and proper and are not contained by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties, in interest, including this affiant.

PROPOSER'S SIGNATURE

DATE

_____(SEAL)

_____(TITLE)

Subscribed and sworn to before me,
this the _____ day of _____, 20____.

Notary Public _____

County of _____, AL

My Commission expires _____

ANTI-LOBBYING AFFIDAVIT

STATE OF _____
COUNTY OF _____

_____, being first duly sworn deposes and says that:

1. He is the _____ of _____ attached bid;
2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
3. Such bid is genuine and is not collusive or sham bid;
4. Neither the said bidder, nor any of its officers, partners, owners agents, representatives, employees, sub-contractors or parties in interest, including in this affidavit, will nor has in any way used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract, grant or other award covered by 31 U.S.C. 1352, and
5. I will also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosure will include any disclosures from any of its officers, partners, owners agents, representatives, employees, sub-contractors or parties in interest.

PROPOSER'S SIGNATURE

DATE

(SEAL)

(TITLE)

Subscribed and sworn to before me,
this the _____ day of _____, 20____.

Notary Public _____

County of _____, AL

My Commission expires _____

FEMA GUIDELINES AND REGULATIONS

The undersigned vendor in accordance with the requirements set forth within this Disaster Debris Removal & Disposal Request for Proposal, Requisition Number GG-081221-DDR, hereby certifies that

_____ does:
(Name of Business)

1. Agree to follow all guidance published for debris removal operations, specifically, but not limited to the latest version of the Public Assistance Program and Policy Guide.
2. If the City finds there is any questionable documentation on tickets for ROW debris, leaners, hangers, or stumps, the ticket shall be removed and no invoice shall be billed to the City for those services. The monitoring time associated with the ticket shall be removed as well.
3. If the ticket passes the City's documentation review and is rejected by FEMA or the CRC and the subsequent appeal is denied for reimbursement, the City shall recoup the outstanding expenses as related to ROW debris, leaners, hangers, or stumps between the contractor and the monitoring company equally.
4. No debris shall be picked up in any private or gated subdivisions without prior written approval from the City.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

PROPOSER'S SIGNATURE

DATE

BIDDER'S INFORMATION / ADDENDUM ACKNOWLEDGEMENT FORM

Bid Requisition Number:	GG-081221-DDR
Bid Name:	DISASTER DEBRIS REMOVAL & DISPOSAL SERVICES

Company Name:	
State of Alabama Contractor / General Contractor License Number:	
Submitted By:	
Mailing Address:	
Telephone Number:	
Fax Number:	
E-Mail Address:	

ADDENDUM ACKNOWLEDGEMENT:

Bidder acknowledges receipt of the following addendums and has incorporated the requirements of such addendums into the bid.

(List all addendums issued for this bid.)

No.	Date

No.	Date

No.	Date

No.	Date

No.	Date

No.	Date

ATTACHMENT I

DEBRIS REMOVAL, PROCESSING AND DISPOSAL

ITEM	DESCRIPTION OF SERVICE	COST	UNIT
1	Mobilization and Demobilization – include in CY Rate and shall not be a separate line item	XXXX	XXXXXX
2	Cost of TDSRS tower(s) must be absorbed in the overall unit cost – DO NOT list this cost separately.	XXXX	XXXXXX
3	Vegetative and C&D Debris Removal from Public Property (Right-of-Way) and Hauling to Temporary Debris Storage and Reduction Site (TDSRS) or other disposal sites (NOTE 1 & 6)		CY
4	Vegetative and C&D Debris Removal from Private Property (Right-of-Entry Program) and Publicly Owner Property (other than Right-of-Way) and hauled to TDSRS or other disposal sites (NOTE 1 & 6)		CY
5	Vegetative and C&D Debris Removal from Public Property (Right-of-Way) and Hauling Directly to Final Disposal Site (NOTES 1, 3 & 6)		CY
6	Vegetative and C&D Debris Removal from Temporary Debris Storage and Reduction Site (TDSRS) and Hauling to Final Disposal Site (NOTES 2 , 3 & 7)		CY
7	Management of TDSRS (NOTE 4)		CY
8	Processing (Grinding/Chipping) of Vegetative Debris at TDSRS or Final Disposal		CY
9	Grinding or consolidation of C&D debris at TDSRS		CY
10	Processing (Open Burning) of Vegetative Debris at TDSRS or Final Disposal		CY
11	Processing Burning of Vegetative debris using air curtain incinerators at TDSRS or final disposal		CY
12	Pick Up and Haul of White Goods to Site within County		UNIT
13	Pick Up and Disposal of Electronic Waste		CY
14	Pick Up and Disposal of Hazardous Material		LB
15	Freon Management and Recycling		UNIT
16	Dead Animal Collection, Transportation and Disposal		LB
Extraction of hazardous stumps (50% of root ball exposed) resulting from trees growing on the right of way and Hauling to Final Disposal Site – (NOTE 6)			
15	6 inch diameter up to 12 inch diameter (based on stump conversion table)		CY
16	12 inch diameter up to 25 inch diameter (based on stump conversion table)		CY
17	25 inch diameter up to 48 inch diameter		STUMP
18	48 inch diameter and greater		STUMP
Debris from leaners and hangers will be piled on right of ways and will be hauled and disposed of under items 2 – 9			
19	Removal of hazardous hanging limbs greater than 2 inches		PER TREE
20	Removal of hazardous standing trees 6.0” – up to 13” in diameter		EACH
21	Removal of hazardous standing trees 13” – up to 25” in diameter		EACH

22	Removal of hazardous standing trees 25" – up to 37" in diameter		EACH
23	Removal of hazardous standing trees 37" – 48" in diameter		EACH
24	Removal of hazardous standing trees greater than 48" in diameter		EACH

Marine Debris Removal			
25	Canals, bayous and ditches		PER LF
26	Bays and other open waters		PER ACRE
27	Boat removal		PER LF

The following items shall be billed on a time and material basis according to the attached schedules:			
28	Emergency Road Clearance	See Equipment & Labor Rates	
29	Demolition of Structures (Debris will be hauled and disposed of under items 2-9)		SQ/FT
30	Disaster event Generated Hazardous Wastes Abatement; Biohazards & Waste Abatement		COST PLUS
31	Generators, light plants, water pumps, portable toilets and other required equipment or materials		COST PLUS

NOTES:

1. This price assumes that TDSRS's, final disposal site or other approved disposal sites are within 30 miles. For all distances over 30 miles add _____ per cubic yard per mile.
2. This price assumes final disposal is within 30 miles of TDSRS. For all distances over 30 miles add _____ per cubic yard per mile.
3. The Contractor will pay tipping fee at final disposal site(s) and back charge City at cost.
4. Includes management of site remediation.
5. All stumps placed on the right of way by citizens over 24" will be converted to cubic yards per the attached FEMA Stump Conversion Chart and charged as regular debris under items 2 – 7.
6. Invoices to be based on incoming load tickets.
7. Invoices to be based on outgoing load tickets.

Company Name: _____

Printed Name of Representative Submitting Bid: _____

Signature of Representative Submitting Bid: _____

Title: _____

EXHIBIT A

**Stump Conversion Table
Diameter to Volume Capacity**

The qualification of the cubic yards of debris for each size of stump is the following table was derived from FEMA field studies conducted throughout the State of Florida during the debris removal operations following Hurricane Charley, Frances, Ivan and Jeanne. The following formula is used to derive cubic yards.

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root ball Diameter}^2 \times 0.7854) \times \text{Root Ball Height}]}{46656}$$

0.7854 is one-fourth Pi and is a constant.

46656 is used to convert inches to Cubic Yards and is a constant.

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3:6
- Root ball height of 31"

Stump Diameter (inches)	Cubic Yards
6	0.3
7	0.4
8	0.5
9	0.6
10	0.7
11	0.9
12	1
13	1.2
14	1.4
15	1.6
16	1.8
17	2.1
18	2.3
19	2.6
20	2.9
21	3.2
22	3.5
23	3.8
24	4.1
25	4.5
26	4.8
27	5.2
28	5.6
29	6
30	6.5
31	6.9
32	7.3
33	7.8
34	8.3
35	8.8
36	9.3
37	9.8
38	10.3
39	1.9
40	11.5
41	12
42	12.6
43	13.3
44	13.9
45	14.5
46	15.2

Stump Diameter (inches)	Cubic Yards
47	15.8
48	16.5
49	17.2
50	17.9
51	18.6
52	19.4
53	20.1
54	20.9
55	21.7
56	22.5
57	23.3
58	24.1
59	24.9
60	25.8
61	26.7
62	27.6
63	28.4
64	29.4
65	30.3
66	31.2
67	32.2
68	33.1
69	34.1
70	35.1
71	36.1
72	37.2
73	38.2
74	39.2
75	40.3
76	41.4
77	42.5
78	43.6
79	44.7
80	45.9
81	47
82	48.2
83	49.4
84	50.6

ATTACHMENT II

EQUIPMENT RATES

Equipment Description	Unit	Unit Price
JD 544 Wheel Loader with debris grapple	Hour	
JD 644 Wheel Loader with debris grapple	Hour	
Extendaboom Forklift with debris grapple	Hour	
753 Bobcat Skid Steer Loader with debris grapple	Hour	
753 Bobcat Skid Steer Loader with bucket	Hour	
753 Bobcat Skid Steer Loader with street Sweeper	Hour	
30-50 HP Farm Tractor with box blade or rake	Hour	
2-2 ½ Cu.Yd. Articulated Loader with bucket	Hour	
3-4 Cu.Yd. Articulated Loader with bucket	Hour	
JD 648E Log Skidder or equivalent	Hour	
CAT D4 Dozer	Hour	
CAT D6 Dozer	Hour	
CAT D8 Dozer	Hour	
CAT 125 – 140 HP Motor Grader	Hour	
JD 690 Trackhoe with debris grapple	Hour	
JD 690 Trackhoe with bucket & thumb	Hour	
Rubber Tired Trackhoe with debris grapple	Hour	
JD 310 Rubber Tired Backhoe with bucket and hoe	Hour	
Rubber Tired Excavator with debris grapple	Hour	
210 Prentiss Knuckleboom with debris grapple	Hour	
Self-Loader Scraper Cat 623 or equivalent	Hour	
Hand Fed Debris Chipper	Hour	
300 – 400 Tub Grinder	Hour	
800 – 1,000 HP Diamond Z Tub Grinder	Hour	
30 Ton Crane	Hour	
50 Tonne Crane	Hour	
100 Ton Crane (8 hour minimum)	Hour	
40-60' Bucket Truck	Hour	
Service Truck	Hour	
Water Truck	Hour	
Portable Light Plant	Hour	
Equipment Transports	Hour	
Pickup Truck, Unmanned	Hour	
Self-loading Dump Truck with Knuckleboom and debris grapple	Hour	
Single Axle Dump Truck, 5 – 12 Cu.Yd.	Hour	
Tandem Dump Truck, 16 - 20 Cu.Yd.	Hour	
Triple Axle Dump Truck, 20 – 23 Cu. Yd.	Hour	
Trailer Dump, 24 – 40 Cu.Yd.	Hour	
Trailer Dump Truck, 61 – 80 Cu.Yd.	Hour	
Power Screen	Hour	
Stacking Conveyor	Hour	
Off Road Trucks	Hour	
Stump Grinder	Hour	
Stump Grinder – Tracked	Hour	
Scissor Lift	Hour	

LABOR AND MATERIAL RATES

Personnel Description	Unit	Unit Price
Operations Manager	Hour	
Superintendent with truck, phone & radio	Hour	
Foreman with truck, phone & radio	Hour	
Safety/Quality Control Inspector with vehicle, phone & radio	Hour	
Inspector with vehicle, phone & radio	Hour	
Climber with gear	Hour	
Saw Hand with chainsaw	Hour	
Laborers & Flagmen	Hour	
Public Assistance Manager	Hour	
Documentation Clerk	Hour	
Timekeeper	Hour	
HazMat Professional	Hour	
Household HazMat Inspection & Removal Crew	Hour	
Materials Description	Unit	Unit Price
Fill Dirt for Stump Holes – Purchased, Placed, and Shaped	CY	

Notes:

1. The Equipment, labor and material rates shown above are for tasks requested by the City which are not covered in the rates (per cubic yard) for normal debris removal and reduction.
2. Pricing includes operator, fuel, and maintenance. Depending on the severity of the disaster, some or all of the above equipment will be required. Contractor will ensure sufficient numbers of each type of listed equipment are available to meet the needs for a particular disaster.
3. The listed equipment should cover all possible equipment needs following disaster. Contractor has access and contacts for any other equipment that might be required and will negotiate a rate with City if need arises for equipment not on list.

Company Name: _____

Signature of company representative submitting bid: _____

Title: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That

_____ (Name of Contractor)

_____ (Address)

as Principal, and _____ of _____ (Name of Surety) (Address)

as Surety, are held and firmly bound unto

CITY OF FOLEY

as Obligee, in the full and just sum \$10,000 lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal is herewith submitting its proposal for

DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES

The condition of this obligation is such that if the aforesaid Principal shall be awarded the Contact, the said Principal will, within the time required, enter into a formal Contract and give a good and sufficient bond to secure the performance of the terms of and conditions of the Contract , then this obligation to be void; otherwise, the Principal and the Surety will pay unto the Obligee the difference in money between the amount of the Contract as awarded and the amount of the proposal of the next lowest bidder, which amount shall not exceed ten thousand (\$10,000.00) dollars. If no other bids are received, the full amount of the proposal guarantee shall be so retained or recovered as liquidated damages for such default.

Signed, sealed and delivered _____ (DATE)

_____ (Name of Contractor's Firm)

Witness as to Principal:

_____ BY: _____

COUNTERSIGNED: _____

(Name of Surety) _____

BY: _____

BIDS WILL NOT BE CONSIDERED UNLESS BID BOND IS SIGNED BY PRINCIPAL AND SURETY.

CONTRACT FOR CONSTRUCTION
DISASTER DEBRIS REMOVAL & DISPOSAL SERVICES
(To be completed upon bid award)

THIS CONTRACT, entered into this _____ day of _____, 2021 by the Foley City Council, on behalf of City of Foley, Alabama, hereinafter called the Owner, Party of the First Party, and _____, a Corporation organized and existing under the laws of the State of Alabama, a Partnership consisting of _____ of the City of _____ in the State of _____, an individual hereinafter called the Contractor, Party of the Second Part.

Contract shall be for the period of **one year from date specified in executed contract** and continuation of contract can only be extended upon request by the City of Foley (for a timeframe as specified in the bid specification requirements) and mutual agreement of both parties.

WITNESSETH: That the parties hereto do mutually agree as follows:

The Contractor shall furnish the materials and perform the work for the

DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES

and other work, complete in place with all appurtenances, for the consideration of the unit prices set forth in the Contractor's Bid Proposal for the various items of work and in strict and entire conformity with the provisions of the Contract, and the advertisement and proposal, and the plans and specifications (including special provisions, if any) prepared (or approved) and submitted by the Owner (such as changes to meet FEMA Eligibility requirements), copies of which are hereto attached, and which said plans and specifications and the advertisement and the proposal are hereby made a part of this agreement as fully and to the same effect as if the same has been set forth at length in the body of this Agreement. Contractor shall comply with the Davis Bacon Act-Wage Determination laws.

The work shall be commenced upon receiving a notice to proceed to be issued to the Contractor by the Owner, or its authorized representative, and shall be completed within timeframe specified by City (_____ working days) from and after the commencement date stipulated in said notice to proceed. In the event the Contractor should fail to complete the work within the time specified herein, the Contractor shall pay the Owner, as liquidated damages, the amount specified in Section 108 of the State of Alabama Standard Specifications for Highway construction, for each working day beyond the required date of completion.

FEDERAL PROCUREMENT STANDARDS: Contractors are required to comply with all Federal procurement standards as applicable to Monitoring Services for Disaster Debris Removal performed for the City of Foley and any other terms applicable in the bid contract. Any changes or updates in these standards will be applicable to these services and contract. Should the relevant Federal Agencies require changes remedies, changed conditions, access or records retention, or suspension of work then said conditions will be immediately incorporated into this contract.

INDEMNITY PROVISIONS: The Contractor shall indemnify and hold harmless the Owner, State of Alabama, Federal Government, including FEMA, and its employees from and against any and all losses, liabilities, expenses, payments, recoveries and judgments, expenses including attorneys' fees, and all claims for damage relating to or arising out of any negligent action or failure to act by Contractor, its subcontractors, officers, agents, and employees of any of the obligations under this Agreement.

DAVIS-BACON ACT: The City of Foley acknowledges the Davis-Bacon Act (relating to prevailing wage rates) does not apply to this contract as referenced in the FEMA guidance PROCUREMENT GUIDANCE FOR RECIPIENTS AND SUBRECIPIENTS, dated June 21, 2016, UNDER 2 C.F.R PART 200 (UNIFORM RULES) SUPPLEMENT TO THE PUBLIC ASSISTANCE PROCUREMENT DISASTER ASSISTANCE TEAM (PDAT) FIELD MANUAL which states that Davis-Bacon is not applicable when work is performed under FEMA's Public Assistance Grant Program.

OPEN TRADE: Section 41-16-5, Code of Alabama (1975): By signing this submittal/contract, the awarded bidder represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

THE CITY OF FOLEY:

CONTRACTOR:

Ralph Hellmich, Mayor

Company Name

ATTEST:

BY:_____

Printed Name:_____

Kathryn Taylor, City Clerk

Title:_____

Address:_____

I, _____ certify that I am a Notary Public for the corporation named as Contractor herein: that _____, who signed this Contract on behalf of the Contractor, was then _____ of said corporation: that said Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporation by authority of its corporate powers.

NOTARY PUBLIC, ALABAMA

MY COMMISSION EXPIRES:_____

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned authority, a Notary Public in and for the City of Foley, Alabama, hereby certify that **RALPH HELLMICH** whose name as **MAYOR of THE CITY OF FOLEY**, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of the within instrument, he, as such officer and with full authority executed the same voluntarily and as the act of said entity.

Given under my hand and Official Seal, this the ____ day of _____, 20____.

NOTARY PUBLIC, ALABAMA

MY COMMISSION EXPIRES:_____

LABOR AND MATERIALS BOND
(To be completed upon bid award)

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____,
as Principal, and _____ as Surety, are held and firmly bound unto said
City of Foley, hereinafter called the Obligee, in the penal sum of _____ (estimated at time of Notice to Proceed
_____ (_____) lawful money of the United States, for the payment
of which sum and truly to be made, we bind ourselves, our heirs, personal representatives, successors and
assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated _____
_____, 20____. (Hereinafter called the Contract) for **Disaster Debris Removal and Disposal Services, Bid
Document Number: GG-081221-DDR**

and the specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the said Principal
and all subcontractors to whom any portion of the work in said Contract is sublet and all assignees of said
Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with
labor, materials, or supplies for or in the prosecution of the work provided for in such Contract, or any
amendment or extension of or addition to said Contract, and for the payment of reasonable attorney's fee
incurred by the successful claimant or plaintiffs in suits or claims against the Contractor arising out of or in
connection with the said Contract, then the above obligation shall be void; otherwise to remain in full force and
effect.

PROVIDED, HOWEVER, that this bond is subject to the following conditions, and limitations.

(a) Any person, firm or corporation that has furnished labor, materials, or supplies for or in the
prosecution of the work provided for in said Contract shall have a direct right to action against the
Principal and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in
the County in which the work provided for in said Contract is to be performed or in any County in which
said Principal or Surety does business. Such right of action shall be asserted in a proceeding instituted
in the name of the claimant or claimants for his or their use and benefit against the Principal and Surety
or either of them (but not later than one (1) year after the final settlement of said Contract falls due) in
which action such claim or claims shall be adjusted and judgment rendered thereon.

(b) The principal and Surety hereby designate and appoint _____,
Mayor, City of Daphne, State of Alabama, or his successor or representative as the agent of each of
them to receive and accept services of process or other pleading issued, or filed in any proceeding
instituted on this bond and hereby consent that such service shall be the same as personal service on
the Principal and Surety.

(c) The Surety shall not be liable hereunder for any damages or compensation recoverable under
Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject
to any suit, action or proceeding thereon that is instituted later than one year after the final settlement
of said Contract.

(e) This bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama
approved February 8, 2035, entitled: "An Act to further provide for Bonds and Contractors on State
and other public works and suits thereon".

SIGNED, SEALED, AND DELIVERED this _____ day of _____,
20____.

(Individual Principals Sign Here)

BY: _____
(SEAL)

(SEAL)

WITNESSES:

(Corporate Principal Sign Here)

BY: _____
(Surety Sign Here)

ATTEST:

WITNESS:

_____ BY: _____

COUNTERSIGNED:

_____ BY: _____

INSTRUCTIONS

1. The full Christian name and residence of each individual party to the bond must be inserted in the first paragraph.
2. If the Principal is a partnership, the full name of all partners must be inserted in the first paragraph which must recite that they are the partners composing the partnership (to be named) and all partners must execute the bond as individuals.
3. The State of Incorporation of each corporate party to bond must be inserted in the first paragraph and the bond must be executed under the Corporate Seal of each party attested by its secretary or other appropriate officer.
4. The date of the bond must not be prior to the date of the Contract.

PERFORMANCE BOND
(To be completed upon bid award)

KNOW ALL MEN: That we _____
(Insert here the name and address or legal title of the Contractor)

hereinafter called the Principal, and _____

(Insert here the name and address or legal title of one or more Sureties)

_____ and

_____ and

hereinafter called the Surety or Sureties, are held and firmly bound unto City of Foley, hereinafter called the hereinafter called the Surety or Sureties, are held and firmly bound unto City of Daphne, hereinafter called the Owner in the sum of () for payment hereof the Principal and the Surety or Sureties bind themselves, their heirs, executors, administrator, successors and assigns, jointly and severally, firmly, by these presents.

WHEREAS, the Principal has, by means of a written agreement, dated _____ entered into a Contract with the Owner for which agreement is by reference made a part hereof.

NOW THEREFORE, The conditions of this obligation is such that if the Principal shall faithfully perform the Contract on his part, and satisfy all claims and demands, incurred for the same, and shall fully indemnify and save harmless the Owner from all cost and damage which he may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good for any such default thence this obligation shall be null and void; otherwise, it shall remain in full force and effect.

PROVIDED, HOWEVER, that no suit, action or proceedings, by reason of any default whatever be brought on his bond after twelve months from the day on which the final payment under the Contract falls due.

PROVIDED, further, that the said Surety or Sureties, for value received hereby stipulate and agree that no change, extension of time, or addition to the terms of the Contract or to the work to be performed thereunder of the specifications thereof shall in any way effect their obligations on this bond, and they do hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work, or to the specifications.

SIGNED, SEALED, AND DELIVERED this _____ day of _____, 20_____.

(Individual Principals Sign Here)

_____(SEAL)

_____(SEAL)

_____(SEAL)

In the presence of:

_____(SEAL)
(Corporate Principal Sign Here)

ATTEST:

BY: _____
(Surety Sign Here)

WITNESS:

_____ BY: _____

COUNTERSIGNED:

_____ BY: _____

FOR INFORMATION ONLY (PAGE 30 - 34):
NOTICE TO PROCEED TO BE COMPLETED UPON ACTIVATION OF
CONTRACT

STATE OF ALABAMA
COUNTY OF BALDWIN

NOTICE TO PROCEED NUMBER _____

UNDER STANDING CONTRACT FOR POST-DISASTER DEBRIS REMOVAL SERVICES
BETWEEN THE CITY OF FOLEY, ALABAMA
AND _____

ARTICLE A. PURPOSE

The purpose of this Notice to Proceed (NTP) is to authorize and direct _____ ("Contractor") to proceed with providing certain services as more particularly described in Exhibit "A" which is attached hereto and incorporated herein and made a part of the Standing Contract for Post-Disaster Debris Removal Services dated _____ 20__.

ARTICLE B. SCOPE OF SERVICES

The specific services to be performed by Contractor pursuant to this NTP are more particularly described and defined in Exhibit "A", which is attached hereto and incorporated herein.

ARTICLE C. COMPENSATION / EXPENSES

As compensation for providing the services described by in this NTP, the City shall pay the Contractor in accordance with the provisions of the Standing Contract a sum that shall not exceed a maximum cost of \$ _____. Contractor shall invoice City in accordance with the Standing Contract identifying all hours for which services were performed.

ARTICLE D. CITY REPRESENTATIVE

Contractor shall keep the City's NTP representative informed of all efforts and progress in regard to services pursuant to this NTP so that work effort can be monitored and coordinated. The City's representative for the services of Contractor pursuant to this NTP is hereby designated as:

Name: _____

Telephone: _____

ARTICLE E. PERIOD OF SERVICE

Work by the Contractor on all aspects of this NTP shall commence upon the execution by both parties of this NTP. Time for completion shall be _____ days.

ARTICLE F. MERGER

This NTP together with any other authorized NTPs and the Standing Contract constitutes the entire agreement between the parties in relationship to the services stated herein. All written or oral understandings and agreements between the parties are merged into this agreement. To the extent that any provision of this NTP conflict with the Standing Contract, the terms and conditions of the Standing Contract shall prevail. To the extent there is a direct conflict between any term or condition hereof and Exhibit "A" attached hereto, the provisions of this NTP shall prevail. No representation, warranty or covenant made by any party which is not contained or referred to in the Standing Contract or this NTP has been relied on by any party in entering into this agreement.

ARTICLE G. AUTHORIZATION

This NTP is effective and the Contractor is authorized to commence providing services pursuant to the provisions hereof upon the execution by both parties to this NTP.

ARTICLE H. MISCELLANEOUS

Capacity: Each Party to this Agreement represents and warrants to the other as follows:

- (1) That it is an individual of the age of majority or otherwise a legal entity duly organized and in good standing pursuant to all applicable laws, rules and regulations.
 - (2) That each has full power and capacity to enter into this Agreement, to perform and to conclude the same including the capacity, to the extent applicable, to grant, convey and/or transfer; areas, assets, facilities, properties, (both real and personal), permits, consents and authorizations and/or the full power and right to acquire and accept the same.
 - (3) That to the extent required, each Party has obtained the necessary approval of its governing body or board and a resolution or other binding act has been duly and properly enacted by such governing body or board authorizing this Agreement and said approval has been reduced to writing and certified or attested by the appropriate official of the Party.
 - (4) That each Party has duly authorized and empowered a representative to execute this Agreement on their respective behalf and the execution of this Agreement by such representative fully and completely binds the Party to the terms and conditions hereof.
 - (5) That absent fraud, the execution of this Agreement by a representative of the party shall constitute a certification that all such authorizations for execution exist and have been performed and the other Party shall be entitled to rely upon the same. To the extent a Party is a partnership, limited liability company or joint venture, the execution of this Agreement by any member thereof shall bind the Party and to the extent that the execution of Agreement is limited to a manager, managing partner or specific member then the person so executing this Agreement is duly authorized to act in such capacity for the Party.
 - (6) That each party represents and warrants to the other that there is no litigation, claim or administrative action threatened or pending or other proceedings to its knowledge against it which would have an adverse impact upon this transaction or upon either's ability to conclude the transaction or perform pursuant to the terms and conditions of this Agreement.
 - (7) That each party has obtained any and all required permits, approvals and/or authorizations from third parties to enable it to fully perform pursuant to this Agreement.
- Third Party Beneficiaries: It is the intent of the parties hereto that there shall be no third party beneficiaries to this Agreement.

Final Integration: This Agreement, together with any amendments, constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. In the event of a direct conflict between the provisions hereof and any prior agreement or amendment, the latter shall supersede the former. All written or oral understandings and agreements heretofore had between and among the parties are merged into this Agreement, which alone fully and completely expresses their understandings. No representation, warranty, or covenant made by any party which is not contained in this Agreement or expressly referred to herein has been relied on by any party in entering into this Agreement.

Force Majeure: Neither party to this Agreement shall hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors.

Amendment in Writing: This Agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by all of the parties.

Binding Effect: This Agreement shall bind the parties and their respective personal representatives, heirs, next of kin, legatees, distributees, successors, and assigns. If any provision in this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Captions: The captions of this Agreement are for convenience and reference only, are not a part of this Agreement, and in no way define, describe, extend, or limit the scope or intent of this Agreement.

Construction: This Agreement shall be construed in its entirety according to its plain meaning and shall not be construed against the party who provided or drafted it.

Mandatory and Permissive: "Shall", "will", and "agrees" are mandatory; "may" is permissive.

Governing Laws: The laws of the State of Alabama shall govern the validity of this Agreement, the construction of its terms, the interpretation of the rights, the duties of the parties, the enforcement of its terms, and all other matters relating to this Agreement.

Prohibition on Assignment and Delegation: No party to this Agreement may assign or delegate its interests or obligations hereunder without the written consent of all other parties hereto obtained in advance of any such assignment or delegation. No such assignment or delegation shall in any manner whatsoever relieve any party from its obligations and duties hereunder and such assigning or delegating party shall in all respects remain liable hereunder irrespective of such assignment or delegation.

Waiver: Non enforcement of any provision of this Agreement by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remaining terms and conditions of the Agreement.

Agreement Date/Counterparts: The date of this Agreement is intended as and for a date for the convenient identification of this Agreement and is not intended to indicate that this Agreement was necessarily executed and delivered on said date. This instrument may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

Use of Words and Phrases: The following words and phrases, where used in this document, shall be given the following and respective interpretations: "Herein," "hereby," "hereunder," "hereof," and other equivalent words refer to this document as an entirety and not solely to the particular portion hereof in which any such word is used.

The definitions set forth in any portion of this Agreement unless the text or context indicates differently shall be deemed applicable whether the words defined are herein used in the singular or the plural. Wherever used herein any pronoun or pronouns shall be deemed to include both singular and plural and to cover all genders.

IN WITNESS WHEREOF the parties hereto each herewith subscribe the same on this the ____ day of _____, 20 __.

CITY OF FOLEY,
A MUNICIPAL CORPORATION

(CONTRACTOR NAME)

BY: _____
ITS: _____
DATE: _____

BY: _____
ITS: _____
DATE: _____

STATE OF ALABAMA
BALDWIN COUNTY

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that _____, whose name as _____ of the City of Foley, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the within instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the ____ day of _____, 20 __.

Notary Public.
My Commission Expires: _____

STATE OF _____
COUNTY OF _____

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that _____, who is named as _____, is signed to the foregoing document as _____ of _____, who is known to me, or Whose identity I proved, and that being informed of the contents of the document, he/she, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the ____ day of _____, 20 __.

Notary Public.
My Commission Expires: _____

EXHIBIT "A"

[list and describe in as much detail as possible all the tasks or projects to be completed by Contractor here]

BID CHECKLIST: (THIS LIST MAY NOT BE ALL INCLUSIVE – IT IS THE BIDDERS RESPONSIBILITY TO PROVIDE ALL REQUIRED DOCUMENTATION.)

- Submit one (1) original and two (2) copies & one (1) electronic copy of bid submittal.
- Copy of State of Alabama General Contractor's License
- Tab all required documents and label with the corresponding number listed under Proposal Form, Section III, and Submission Requirements.
- The cost of TDSRS inspection towers MUST be absorbed in the overall unit cost – DO NOT list this cost separately.
- The cost of Mobilization/Demobilization MUST be absorbed in the overall unit cost – DO NOT list this cost separately
- Attachment I – Debris Removal, Processing & Disposal Price Sheet
- Attachment II – Equipment, Labor and Materials Rates
- Bid Bond
- Drug-Free Workplace Form
- Anti-Collusion Affidavit
- Anti-Lobbying Affidavit
- FEMA Guidelines and Regulations
- Addendum Acknowledgement