



**BID 006-19 DISASTER DEBRIS REMOVAL  
MONITORING SERVICES 2019**

**for**

**CITY OF FAIRHOPE, ALABAMA**

**Contact:**

**Dee Dee Brandt  
555 S. Section St  
Fairhope, Al 36532  
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(251) 928-8003**

## ADVERTISEMENT FOR PROPOSALS

Sealed bids will be received, opened, and read aloud in public session for furnishing all labor and materials and performing all work required by the City of Fairhope for **DISASTER DEBRIS REMOVAL MONITORING SERVICES 2019**, for the **CITY OF FAIRHOPE, AL**, at **9:00 A.M. on Wednesday, April 10, 2019**, at the City of Fairhope City Services and Public Utilities building located at 555 S. Section St., Fairhope, Alabama. Qualified contractors are invited to bid.

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

**Bid No. 006-19 Disaster Debris Removal Monitoring Services 2019**  
**Project No. PW \_\_\_\_\_ - 19 (to be established at time of event)**

The City of Fairhope is soliciting bids to provide Disaster Debris Removal Monitoring Services following an event within the city limits and some right-of-ways that may be outside the corporate limits of Fairhope, Alabama.

Specifications, Invitation to Bid, addenda, and other related documents may be obtained from the City of Fairhope City Services and Utilities Building located at 555 S. Section St., Fairhope, Alabama, Monday through Friday from 7:00 A.M. until 4:00 P.M., or downloaded from the City's website at [www.fairhopeal.gov](http://www.fairhopeal.gov). Questions or comments pertaining to this proposal must be sent to the Purchasing Manager, Dee Dee Brandt, [purchasing@fairhopeal.gov](mailto:purchasing@fairhopeal.gov), forty-eight (48) hours prior to the bid opening or will be forever waived.

The City of Fairhope is an Equal Opportunity Employer.

All bids must be on blank bid forms provided in the Bid Documents. Bids shall be accompanied by a BID SECURITY equal to \$1,000. BID SECURITY shall be in the form of a BID BOND signed by a bonding company authorized to do business in the State of Alabama or a cashier's check payable to the City of Fairhope.

A Performance Bond in the form and terms approved by the City of Fairhope in an amount not less than the sum of the bid will be required at time of activation, and in addition, a Labor and Materials Bond in the form and terms approved by the City of Fairhope in an amount not less than fifty percent (50%) of the CONTRACT price insuring payment for all labor and materials.

**There will not be a pre-bid meeting.**

All bids, with their guarantee (when required), must be enclosed in a sealed, opaque envelope, clearly identified on the outside as a **"Sealed Proposal" with Proposer's Name and Number, Proposer's Name and Address, and opening time and date.** Each bid must be in a separate envelope. No responsibility will attach to the City of Fairhope for the premature opening of a bid not properly addressed or identified. Bids made out in pencil will not be accepted. Failure to observe the instructions contained herein will constitute grounds for rejection of your bid.

The **CONTRACTOR** must furnish to the City of Fairhope at the time of the signing of the CONTRACT a certificate of insurance coverage as provided in the CONTRACT documents which will include comprehensive insurance, CONTRACTOR Automobile Liability Insurance, and where applicable, CITY'S Protective Liability insurance, SUB-CONTRACTOR'S public liability and property damage insurance. The company that is awarded the bid must have Workman's Compensation Insurance on all its employees if work is to be performed on City of Fairhope premises. General Liability Insurance, specifying coverage, must be maintained to hold the City of Fairhope harmless in the event of an accident.

No bids will be considered unless the **CONTRACTOR**, whether resident or non-resident of Alabama, is properly qualified to submit a proposal for this type of work in accordance with all applicable laws of the State of Alabama. Where applicable, this shall include evidence of holding a current license from the State Licensing board for General CONTRACTORS, Montgomery, Alabama, as required by Chapter 8 of Title 34, of the Code of Alabama, 1975. In addition, the contracted provider, if non-resident of the State, and if a corporation, shall show evidence of having qualified with the Secretary of State to do business in the State of Alabama <http://sos.alabama.gov/business-entities>; **CONTRACTOR** must have a **current business license or purchase a business license with the City of Fairhope prior to work performed.** No proposals shall be withdrawn for the period of thirty (30) days subsequent to the opening of proposals without the consent of the City of Fairhope, Baldwin County, Alabama. Once completed, a tabulation of the responsive and responsible bids will be available for public viewing on the City of Fairhope's website, [www.fairhopeal.gov](http://www.fairhopeal.gov).

Dee Dee Brandt  
Purchasing Manager

**CITY OF FAIRHOPE**

**BID No. 006-19 DISASTER DEBRIS REMOVAL MONITORING SERVICES 2019**

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## **SECTION I: GENERAL INFORMATION**

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

### **I. GENERAL REQUIREMENTS**

Oral, telegraphic, or telephonic proposals or modifications will not be considered. The City reserves the right to reject any and all bids and to waive any technical defects. The contact person for this bid is Dee Dee Brandt, Purchasing Manager - office number (251) 928-8003. The bid must be notarized. 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. The bidder awarded the bid must obtain a City of n business license within ten (10) days after award notification.

Any and all bids submitted in compliance with this Invitation to Bid shall be considered, and award will be made to the most qualified, responsible bidder meeting bid specifications as determined by the City of Fairhope in compliance with Alabama law and Alabama Emergency Management Agency (AEMA), Federal Emergency Management Agency (FEMA), and Federal Highway Administration (FHWA) regulations and guidelines for debris removal monitoring contracts. As detailed in the attached bid specifications, this bid invitation is for debris removal monitoring services within the City of Fairhope Right-of-Way limits which comply in all respects with AEMA, FEMA, and FHWA rules, procedures, and guidelines for debris monitoring services. All factors contained in the invitation package will be evaluated in determining the successful bidder, and any omissions of the stated requirements may be cause for rejection of the bid submitted. Awards under this solicitation will be made to responsive, qualified and responsible bidders in consideration of, but not limited to, bid price, expertise/experience of personnel comprising crew(s), type of equipment used, number of personnel available from each bidder, technical approach, and past performance. 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. Failure to submit the required contract within the 10 days will be considered a withdrawal of the bid, and the bid will be awarded to the next lowest bidder at the City's discretion.

***This is a pre-event solicitation. The Contract term shall be for a period of two (2) years from the date of Contract award, with the provision that in the event a Notice to Proceed is issued, the Contract shall automatically extend to a term of twenty-four (24) months from the date of the Notice to Proceed.***

### **II. METHOD OF PAYMENT**

All purchases must follow the policies and procedures of the City of Fairhope Purchasing Department.

### **III. CONFLICT OF INTEREST**

No employee, officer or agent of the City shall have any interest in the award of this contract or the bidder. The award of the contract shall be based solely on the most responsive, qualified and responsible bid.

### **IV. 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 Fairhope.

## **V. BONDING AND INSURANCE**

Prior to signing of contract, awarded in conjunction with this bid (the Bid Award Contract), contractor agrees to furnish the City with all applicable certificates of insurance. Within 24 hours following signing of bid award contract, contractor shall provide copies of insurance policies including all endorsements. In addition, a payment and performance bond equal to the estimated event cost for any and all events of \$250,000 or higher if approved by Council is required within 10 days of *receiving a Notice to Proceed*.

The contractor will furnish a Performance Bond and a Labor and Materials Bond in the form and terms approved by the City in an amount not less than the estimated event cost for any and/or all events but not to exceed \$250,000 within 10 days of receiving the *Notice to Proceed*. The cost of said bond premiums will not be an additional cost to the City. Any changes in maximum amount will be approved by the City. The contractor shall be able to cover expenses associated with a major recovery monitoring 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 bid award 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.

## **VI. TERMINATION OF BID AWARD CONTRACT**

This bid award contract may be terminated at any time for the convenience of the City for any reason. This bid award 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.

## **VII. WARRANTIES AND REPRESENTATIONS**

This bid award 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 shall comply with all Federal, State, County, and municipal laws, ordinances, and regulations. 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.

## **VIII. 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:

- a. 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.
- b. 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.

#### **IX. 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.

#### **X. ACCEPTANCE OF BID AWARD CONTRACT**

The Contractor shall provide all the documentation required as per specified for BONDING AND INSURANCE of this bid award 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.

## **SECTION II: INSTRUCTIONS TO CONTRACTORS AND INSURERS**

**NOTE: THE CITY OF FAIRHOPE MUST BE LISTED AS ADDITIONAL INSURED FOR THE FOLLOWING:**

**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.

**BONDS BEING CALLED AND LITIGATION VERBIAGE CAN BE INSERTED AS FOLLOWS:**

In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions. Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents. Owner may disqualify Bidders that have had prior demands placed on a bid bond, payment bond, or performance bond within the last five years prior to the date of this bid submission. Owner may disqualify Bidders that have prior or existing litigation arising from allegations regarding the quality of work performed on any contract within the last five years prior to the date of this bid submission. If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Project.

**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 Fairhope 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. The Contractor shall comply with all Federal, State, County, and municipal laws, ordinances, and regulations. 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 and is not now and has never been debarred, suspended, or otherwise excluded from or ineligible for participation in Federal or State assistance programs or activities and that all subcontractors used in the performance of this contract have the same qualifications.

### **SECTION III: BID SPECIFICATIONS**

#### **A. INTRODUCTION**

Due to the natural disasters in Alabama, the City of Fairhope is seeking to have pre-event debris removal monitoring services contracts available to monitor and ensure the proper execution and quality assurance of debris removal activities necessary as a result of a disaster within the City. Therefore, the City has developed this bid offering to award contracts for these services as identified in the bid documents.

The main purposes of this bid offering for debris removal monitoring services are to provide a system for monitoring the removal of debris in the event of a disaster that ensures that:

- a. All debris removal performed within the City is done properly and expeditiously, and
- b. All debris removal activities are eligible for reimbursement, where reimbursement is available, and
- c. All debris removal activities are conducted in compliance with FEMA and AEMA guidelines

While it is anticipated that these monitoring services will most frequently be utilized in the event of a federal or state-declared emergency or disaster, the availability of **these services shall also apply for non-declared disaster events.**

It is a requirement of this bid offering that the successful bidder be able to provide the services set out in



these bid documents in full compliance with all AEMA and/or FEMA guidelines and regulations applicable at the time work is performed to ensure reimbursement, if reimbursement is available. Any conflict with the language included in these documents shall be construed to comply with AEMA and/or FEMA requirements. The awarded contract will adapt to FEMA and AEMA regulations as required by law.

The debris removal monitoring services contractor will work closely throughout the project with designated City personnel and/or the debris removal services contractor. Both the City and the debris removal services contractor will provide the debris monitoring services contractor with names, contact information, and program areas of appropriate City and debris removal services contractor personnel.

## **B. SERVICES ACTIVATION PROCEDURES**

The City of Fairhope shall be authorized under the terms of the contract to activate the contract in the event of a disaster in the City warranting the need for debris removal activities and services to monitor those activities. The monitoring services contractor will be required to activate its forces within 24 hours of receipt of the *Notice to Proceed* to provide the needed assistance as set out in the City's *Notice to Proceed*. Once activated, the monitoring services contractor shall provide the services set out in these bid specifications to the extent necessary to meet the needs of the City.

The monitoring services contractor must be able to provide the minimum services included in these bid specifications upon activation and must be prepared to place monitoring personnel, including a project manager, in the City within 24 hours of receipt of the written Notice to Proceed. **Each bidder shall include with his or her Bid Submittal Form complete and adequate contact information for transmitting the Notice to Proceed to the monitoring services contractor.** Project communication contacts for the City shall be detailed in the Notice to Proceed delivered by the City. The monitoring services contractor shall be responsible for coordinating with these designated City representatives to ensure compliance with the 24-hour mobilization requirement is met.

## **C. TRAINING REQUIREMENT**

The monitoring services contractor shall provide all employees and contract labor, including the project manager, with adequate training concerning safety, eligibility for reimbursement, if reimbursement is available, and disaster specific information. All training shall meet FEMA and AEMA requirements, and where possible or required by FEMA or AEMA rules or regulations, shall involve personnel from either or both of these agencies. Proof of training shall be provided to the City when responding to a Notice to Proceed. **The bidder must demonstrate in his or her bid documents that all workers will be adequately trained prior to performing any work on the project.**

## **D. SCOPE OF SERVICES**

The City of Fairhope is requesting proposals from experienced firms to enter into a pre-event contract at no immediate cost to the City for the following services. Contractors shall provide the monitoring of 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. Contractors shall also provide disaster recovery monitoring 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. 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 as soon as weather allows.

- b. Daily Meetings: Contractor shall coordinate daily briefings, work progress, staffing, and other key items with the City and the Debris Removal Contractor.
- c. Temporary Debris Storage and Reduction Site (TDSRS) Selection and Permitting: Contractor shall select and permit any TDSRS locations as necessary. Monitoring contractor must have personnel posted at these sites if they are utilized.
- d. Scheduling: Contractor shall schedule, coordinate, and manage all work with contractor and the City on a daily basis.
- e. Certification of Vehicles: Contractor shall certify that all vehicles used for debris removal are equipped and appropriate for modern methods of debris removal. This includes verifying truck load measurements and verifying load capacities. All vehicles shall comply with state, local, and federal requirements.
- f. Monitoring Debris Removal Contractor Operations: Contractor shall be responsible for the management and oversight of all operations of the debris removal contractor to ensure quality, accuracy, and compliance with all requirements of reimbursing agencies. Contractor shall make recommendations to ensure all work meets FEMA and AEMA eligibility requirements.
- g. Load Ticket Preparation & Management: Contractor shall be responsible for the management and provision of all load tickets. Load tickets must be recorded into a database which will be accessible by the City at all times. All field data shall be digitized and provided to the City. Load tickets must include all pertinent information such as GPS coordinates of pick-up location and drop-off location, times, address, volume picked up, etc.
- h. Record Disposal of Hazardous Waste: Contractor shall document and ensure the disposal of any and all hazardous waste encountered by the debris removal services contractor.
- i. GPS/GIS-Enabled Services: Contractor shall provide GPS-Enabled equipment and staff to record important aspects of the work such as daily routes, load haul distances, load pick-up and drop-off locations, time associated with haul, etc. This will include the development of GIS maps and applications as required.
- j. ADMS Services – Contractor shall utilize ADMS (Automated Debris Management System) technology to log, track and monitor debris. This will include any training of locally-hired monitors to use the ADMS.
- k. Review of Debris Removal Invoices: Contractor shall review and validate all invoices submitted by the debris removal contractor prior to evaluation by the City.
- l. Federal and State Documentation Preparation: The Contractor will prepare Project Worksheets and other Federal, (FEMA), and State reports for any potential reimbursement. 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. This will include final report and appeal preparation and assistance. Proposers shall have proven experience with overall management and FEMA requirements, rules and regulations to qualify for this scope.

**The bidder must demonstrate in his or her bid documents that the monitoring services contractor shall be capable of delivering all aspects of the work in compliance with all AEMA and/or FEMA guidelines and regulations to the City of Fairhope.** The scope of services as described in these bid specifications shall be considered minimum standards to meet in submitting bids and/or providing services in the event the bidder is awarded the debris removal monitoring services contract under this bid offering.

The monitoring services contractor shall be experienced and knowledgeable in handling and executing disaster

debris removal and disposal monitoring in compliance and consistent with the policies and publications of the AEMA, FEMA, and FHWA. Throughout these bid specifications, any reference to FEMA shall also imply FHWA compliance when the circumstances dictate, such as when sites eligible for emergency relief work are involved. Examples of guidelines and regulations include but are not limited to the following:

2 CFR 200	Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards – Most Current
44 CFR	Emergency Management and Assistance – Most Current
FEMA 321	Public Assistance Policy Digest- January 2008
FEMA 322	Public Assistance Guide- June 2007
FEMA 323	Applicant Handbook- March 2010
FEMA 325	Debris Management Guide- July 2007
FEMA 327	Debris Monitoring Guide- October 2010 and
FEMA 329	Debris Estimating Field Guide- September 2010
	Emergency Relief Manual (Federal-Aid Highways) - November 2009
	State of Alabama Administrative Regulations for Public Assistance for state-managed events in compliance with Alabama Act No. 2009-342

### **Project Manager**

The monitoring services contractor shall have a project manager assigned to the City of Fairhope at the time of contract activation and shall provide the City with adequate contact information regarding this person at its initial response to the Notice to Proceed. **The bidder must demonstrate in his or her bid documents that he or she will be able to assign a project manager to the City at the time of responding to a Notice to Proceed and that said project manager will be able to perform all duties set out herein.** The project manager shall be someone with authority to handle all issues which arise throughout the project period. He or she shall be knowledgeable and experienced in handling issues with debris removal activities and/or AEMA and FEMA related issues. **The project manager and data manager shall be ultimately responsible for delivering all FEMA/AEMA compliant paperwork, routes, maps, load tickets, invoices, schedules, GIS data, and all other required documentation to the City for submission to the appropriate agency for reimbursement.**

Additionally, the project manager shall perform, at a minimum, each of the following duties:

- a.) Meet with designated personnel from the City immediately upon receipt of the Notice to Proceed, to discuss the scope of services expected as authorized under the monitoring services contract
- b.) Remain within the City during all work hours throughout the length of the project
- c.) Schedule and coordinate daily monitoring services with both the debris removal contractor and City personnel and provide planning for future operations pertinent to the specific event requiring the debris removal activities
- d.) Provide documents and estimates to the City to assist in planning and executing the debris removal activities
- e.) Attend and participate in meetings and press conferences with designated City personnel as determined necessary by the City
- f.) Oversee and supervise all activities of the monitoring services contractor, including field workers and clerical staff, throughout the project
- g.) Regularly communicate with designated personnel in the City to keep them informed of all aspects of both the debris removal activities and monitoring activities
- h.) Provide input to the City to improve efficiency of collection and removal of debris
- i.) identify, address and troubleshoot potential problems and questions that could impact all elements of the debris removal and disposal process, including but not limited to work area safety and the eligibility of reimbursement for removal of certain types of debris

### Clerical Supervisor & Staff

The monitoring services contractor shall have a clerical supervisor and an adequate number of trained clerical support staff assigned to the project to handle the day-to-day logistics, communication, and paperwork associated with all operations. **The bidder must demonstrate in his or her bid documents that he or she will be able to assign a clerical supervisor and trained clerical staff to the City at the time of responding to a Notice to Proceed and that said clerical supervisor and staff will be able to perform all duties set out herein.** The clerical supervisor and staff shall be responsible for recording and tracking all paper submissions and project worksheets as required for the debris removal and monitoring operations. Both the clerical supervisor and staff shall be knowledgeable and experienced in handling issues with debris removal activities and/or AEMA and FEMA related issues.

### Data Manager

The monitoring services contractor shall have a data manager assigned to the project to gather, organize, assimilate, and present all field data associated with all operations internally and to City and debris removal contractor personnel. **The bidder must demonstrate in his or her bid documents that he or she will be able to assign a data manager to the City at the time of responding to a Notice to Proceed and that said data manager will be able to perform all duties set out herein.** The data manager shall be responsible for gathering and organizing data from field personnel daily for submission or use by the GIS/mapping analyst, clerical staff, City staff, and/or debris removal contractor staff. The data manager shall be knowledgeable and experienced in gathering data during debris removal activities and/or AEMA and FEMA related issues. The data manager shall be responsible for the digital conversion of all data necessary for reporting. All load tickets should be entered into a database for quick access and reporting. **The project manager and data manager shall be ultimately responsible for delivering all FEMA/AEMA compliant paperwork, routes, maps, load tickets, invoices, schedules, GIS data, and all other required documentation to the City for submission to the appropriate agency for reimbursement.**

### GIS/Mapping Analyst

The monitoring services contractor shall have a GIS/mapping analyst assigned to the project to compile, edit, and present all geographic data requested by the City. Data required by the City may include, but is not limited to, hauler tracking charts, mapping locations of loading and unloading points, daily hauler routes to include total cubic yardage, tracking of monitor locations and associated work hours for personnel. **The bidder must demonstrate in his or her bid documents that he or she will be able to assign a GIS/Mapping Analyst to the City at the time of responding to a Notice to Proceed and that said GIS/Mapping Analyst will be qualified to perform all duties set out herein.** The GIS/Mapping analyst will work closely with the data manager and all field staff to assure that all pertinent data is collected. The GIS/mapping analyst will coordinate with City personnel on what mapping data or applications are needed prior to field personnel beginning work.

### Field Supervisor

In addition to the project manager, the monitoring services contractor shall provide a field supervisor to assure that all field operations are being carried out according to the bid specifications. The field supervisor should assign and direct all operations "on the ground" as directed by the project manager and the City. The field supervisor shall be stationed within the City and be on the job for the entirety of the project. He or she shall be accountable for all daily operations in the field including, but not limited to: conducting all required field safety meetings and assuring contractor safety by implementing all required safety measures, scheduling of field workers, gathering field documentation, roving/monitoring all operations on the ground, troubleshooting technical issues for all field and fixed monitors, and reporting all applicable documentation to the data manager. All field workers and fixed site monitors, including contract workers, shall report to and work under the supervision of the field supervisor and project manager. The field supervisor shall be properly trained in the debris monitoring process and all associated technology. **The bidder must demonstrate in his**

or her bid documents the ability to assign a field supervisor to the City at the time of responding to a Notice to Proceed and that said field supervisor will be able to perform all duties set out herein.

### **Field Workers**

In addition to the project manager, the monitoring services contractor shall provide an adequate number of field workers to accomplish the functions of the contract under the direction of the project manager. The monitoring services contractor may use contract labor for this function. All field workers, including contract workers, shall report to and work under the supervision of the project manager. All field workers shall be properly trained in the debris monitoring process. **The bidder must demonstrate in his or her bid documents the ability to provide adequate and properly trained personnel for this function within 24 hours of receiving a Notice to Proceed.**

### **Field Documentation of Work**

The monitoring services contractor shall be required to carefully document all debris removal activities utilizing the documentation methods set out in these bid specifications and those required under AEMA and FEMA guidelines and regulations. Additionally, where applicable, the monitoring services contractor shall communicate with FEMA to ensure the documentation being utilized satisfies FEMA verification requirements. **The bidder must demonstrate in his or her bid documents the ability to properly document all activities as required herein.**

### **Fixed Site Monitoring**

The monitoring services contractor, utilizing adequate experienced personnel, shall oversee the inspection of disposal and unloading sites by providing monitoring, verification of load capacity and quantities, and documentation at designated temporary disposal sites. **The bidder must demonstrate in his or her bid documents the ability to provide adequate and properly trained personnel for this function within 24 hours of receiving a Notice to Proceed.** Services of these monitors will include at a minimum each of the following:

- a.) Completing load tickets recording debris removal contractor haulers' cubic yardage and other record keeping that may be necessary
- b.) Signing each load ticket before permitting a truck to proceed from the check-in area to the disposal area
- c.) Remaining in constant contact with designated debris removal management personnel
- d.) Performing other duties as directed by designated debris removal management personnel
- e.) Accurately measuring and calculating load hauling compartments and volume capacities in cubic yards
- f.) Adequately documenting and recording all required measurements and computations
- g.) Ensuring debris is properly separated and not co-mingled at the disposal and unloading site
- h.) Performing safety inspections of all vehicles, equipment and all elements of the disposal sites

### **Field Debris Monitoring**

The monitoring services contractor, utilizing adequate experienced personnel, shall also perform roving on-site, street level work area inspections of debris cleanup and collection placed with each of the debris removal contractor's loading crews. **The bidder must demonstrate in his or her bid documents the ability to provide adequate and properly trained personnel for this function within 24 hours of receiving a Notice to Proceed.** These field debris monitors shall inspect and control debris collection utilizing load tickets. Services include at a minimum each of the following:

- a.) Providing knowledgeable and experienced field monitor personnel at designated areas to check and

- verify information on debris removal
- b.) Utilizing GIS/GPS technology and other mapping developed by City and debris removal contractor related to location of debris and progress of removal
  - c.) Determining debris eligibility and the estimation of debris to be removed
  - d.) Documenting all collection activity of trucks and trailers used to transport debris
  - e.) Issuing load tickets at the loading site for each load with multiple copies to ensure compliance with AEMA and FEMA policy and to provide for quality assurance
  - f.) Inspecting the area for safety concerns and considerations such as downed power lines, children playing in area, provisions for adequate traffic control, safe operation of trucks and equipment in the work area and on haul routes
  - g.) Ensuring and reporting recyclables and hazardous materials are properly handled, sorted and disposed of by the debris removal contractor
  - h.) Performing pre-work inspection of areas to check debris piles to identify potential hazards and/or utilities to prevent damage to private property and all elements of the City right of way
  - i.) Documenting and reporting to the field monitor's supervisor any damages to utility components, driveways, road surfaces, private property, vehicles, etc., with photos and information about the owner and circumstances causing the damage
  - j.) Transmitting damage information to the City within 24 hours of the incident for their records and information
  - k.) Ensuring the work area is clear of debris to the specified level before equipment moves to a new work area
  - l.) Accurately measuring and calculating load hauling compartments and volume capacities in cubic yards
  - m.) Adequately documenting and recording all required measurements and computations
  - n.) Properly monitoring and recording performance and productivity of debris removal crews
  - o.) Remaining in constant contact with designated debris removal management personnel
  - p.) Ensuring that loads are properly contained before leaving the loading area
  - q.) Ensuring that only eligible debris is collected for loading and hauling
  - r.) Performing safety inspections of all vehicles, equipment and all elements of the work sites
  - s.) Monitoring all actual truck haul route mileage using GPS/GIS technology
  - t.) Performing other duties as directed by designated debris removal management personnel and/or designated City personnel

Monitoring services contractor shall provide monitoring services for all "Eligible debris" as defined by the City of Fairhope under current Debris Removal contract.

**E. PRICING AND PAYMENT PROCEDURES**

The bidder shall include his fee structure on the Bid Submittal Form based on all categories of work included in the bid specifications, utilizing the following table:

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Unit Price (Hourly Rate)</u>
1	Project Manager	HR	
2	Clerical Supervisor	HR	
3	Clerical Staff	HR	
4	Data Manager	HR	

5	GIS/Mapping Analyst	HR	
6	Field Supervisor	HR	
7	Field Debris Monitoring	HR	
8	Fixed Site Monitoring	HR	

The monitoring services contractor will be compensated based on the actual hours rendered to perform the work. Therefore, the bidder shall provide adequate information to detail the overall hourly cost for each type of monitoring and support staff planned to be utilized. The overall hourly cost to be charged should include all costs of each employee or contract worker. There will be no consideration of overtime charges. The amount under this contract to be paid to the debris monitoring services contractor shall not exceed \$250,000.00 in total unless approved by Council, any services rendered whose costs cause the total cost of this contract to exceed the \$250,000.00 cap are performed at the sole risk and cost of the contractor, if not approved by Council.

The monitoring services contractor may employ contract labor to provide the services required provided any such contract labor is properly trained and is supervised by and reports to the project manager in the same manner as contractor employees. Should contract labor be utilized, the monitoring services contractor shall be responsible for all work performed and shall be responsible for all payments to such workers. The City shall only be responsible for payments to the monitoring services contractor. However, payment may be withheld until the City receives adequate documentation that any and all contract laborers have been paid for services performed.

The monitoring services contractor shall be expected to mobilize and sustain its workforce in the City for the duration of the event. All bids shall include a statement acknowledging and accepting these terms. The City may agree to reimburse the monitoring services contractor within a shorter time frame, but shall not be contractually required to make any payments in less than 30 days. After the initial 30-day period expires, the monitoring services contractor shall be entitled to payment for the first 30 days of work performed by the monitoring services contractor after the Notice to Proceed provided the monitoring services contractor has satisfactorily performed the functions required under the contract. The City shall have sole discretion in determining whether the work has been performed to its satisfaction. An example of the payment schedule is listed below:

- a.) Notice to Proceed
- b.) Monitoring services contractor reports to the City within 24 hours of notice which serves as first day of billing cycle for Month 1 (first 30-day period)
- c.) Monitoring services contractor submits bill to the City for first 30-day period on the first day of Month 2 with the same procedure for subsequent months during the project
- d.) The City remits payment for Month 1 within two weeks of receiving the bill for Month 1 if satisfactory work has been performed
- e.) Process continues until work is completed and payments are complete

**F. 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 monitoring 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. 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.) 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.
- h.) 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.
- i.) 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.
- j.) The proposer shall ensure that foreign workers are legal and documented to work in the United States.

#### **G. 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.



- d.) 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.

## **H. CRITERIA FOR EVALUATION AND AWARD**

All bids will be evaluated utilizing evaluation factors listed below. 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. Submitted proposals will be evaluated on firm qualifications and experience, resource availability, references and cost of services.

The City will consider the following evaluation factors (of which cost is only one factor) of the received proposals. The objective of the evaluation is to enter into a contract with the highest ranked company. Each category shall be weighted as follows, and one hundred (100) points are the maximum total number of points that can be awarded to a proposal.

- 1. Past Performance - 20%**
  - a. Provide list of firm's disaster debris removal monitoring 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. Disputes, Litigation and Resolution including: Past and Present litigation and disputes, Licenses Sanctions, Lost or Cancelled Accounts and Contract Denials.
- 2. Financial Capability - 20%**
  - a. Financial Resources and Capabilities
  - b. Ability of prospective contractor to continue to proceed until funding becomes available
  - c. Previous financial handling of multiple contracts in multiple disasters
  - d. Invoicing program
  - e. History of satisfactory payment procedures of subcontractors
- 3. Qualifications of the Contractor and Staff - 15%**
  - a. 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
  - b. Degree of experience in all areas of emergency response, management and recovery
  - c. Experience with FEMA reimbursement programs and funding issues
  - d. Proof of satisfactory or better performance on contracts of similar scope and size: references and letters of reference must verify successful completion of similar projects
  - e. Experience of key team members in area identified under experience of prospective contractor: identify senior and project management
  - f. Education and experience of prospective contractor personnel: provide brief resumes
- 4. Price Structure: Reasonableness of Service Fees - 20%**
  - a. The primary method of cost evaluation will be based on the hourly rates for debris monitoring service.
- 5. Corporate Offices - 10%**
  - a. Response and Mobilization Time/Access to the City by Key Contractor Staff/Equipment
- 6. Technical Approach - 5%**
  - a. The explanation of the Proposer's approach to mobilization, operational plans, work procedures, and their processing system to support the needs and objectives of the City of Fairhope.
  - 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.

7. **Equipment Inventory (Capability) - 5%**
- a. List types and quantities of company-owned disaster recovery monitoring equipment to include GIS/GPS enabled monitoring equipment. Provide a statement of reasonable assurance that listed equipment will be available to perform the services for City of Fairhope.
  - b. Equipment owned vs. leased.
8. **Subcontractor Placement: Certified M/WBE Firms - 5%**
- a. Specify ability to place qualified Minority/Women Owned Business Enterprises.
  - b. Provide letters of availability of M/WBE Subcontractors

## I. BID SUBMISSION REQUIREMENTS

All submissions containing insufficient data will be disqualified. To be considered, **submit one (1) original and one (1) complete copy in an 8'1/2" by 11" format**. Proposals must be submitted to the City's Finance Department at the place and the deadline listed in the bid cover letter.

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

1. **Company Contacts:** Name, address, phone number, fax number, and e-mail address of the person or firm submitting the proposal. Provide the name, title, email address, and contact number for key project managers, officials, and executive staff.
2. **Bid Submittal, Bond, Insurance, and License:** Bid Submittal Form, Bid Bond, Certificates of Insurance as required in Paragraph V of the general requirements, and a copy of State of Alabama Contractor's License
3. **Financial Capability:** a.) Provide aggregate bonding capacity, single bonding capacity, and other available funding b.) Provide bonding agency rating c.) Provide documentation of the financial handling of multiple disaster contracts in multiple disasters d.) Provide letters of recommendation and payment satisfaction from banks and bonding agencies to support the above information
4. **Past Performance:** a.) Provide a list of firm's disaster debris removal monitoring projects completed within the past ten (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, response time, and dollar value b.) Provide a list of any 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.
5. **Contractor Qualifications:** a.) List and discuss 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 the service is being performed, and nature of staff and equipment to be employed for each type of storm event – include the physical location of equipment to be deployed b.) Include the number of years of experience in disaster response and recovery c.) List experience and training level of key team members who will be deployed under this contract – provide brief resumes for each team member d.) Discuss experience with FEMA and State Agency reimbursement programs and funding procedures e.) Provide client's letters of satisfactory or better performance on contracts of similar scope and size
6. **Equipment Capability:** a.) List types and quantities of company-owned disaster recovery monitoring 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 Fairhope
7. **Debris Removal Monitoring Plan:** a.) Prepare and discuss your firm's technical approach and debris removal monitoring plan applicable for the scope of work b.) Include mobilization and response

time, anticipated number of staff for each role listed on bid submittal form (include other roles, if necessary), operation plan, work procedure, safety plan, and data processing procedures.

8. Subcontracting Plan: 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
9. References: Attach Minimum three letters of reference from past clients
10. Other Required Documents: Include Drug-Free Workplace Form, Anti-Collusion Affidavit, Anti-Lobbying Affidavit, W-9 Immigration Act Compliance & E-Verify, etc.

**SECTION IV: REQUIRED BID SUBMITTAL FORMS**

## BID SUBMITTAL FORM

**BID No. 006-19 DISASTER DEBRIS REMOVAL MONITORING SERVICES 2019**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Bid Submitted by: \_\_\_\_\_  
*(Name of company representative)*

Title: \_\_\_\_\_ Email: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

<b><u>Item</u></b>	<b><u>Description</u></b>	<b><u>Units</u></b>	<b><u>Unit Price (Hourly Rate)</u></b>
1	Project Manager	HR	
2	Clerical Supervisor	HR	
3	Clerical Staff	HR	
4	Data Manager	HR	
5	GIS/Mapping Analyst	HR	
6	Field Supervisor	HR	
7	Field Debris Monitoring	HR	
8	Fixed Site Monitoring	HR	

In addition to the above-stated bid prices, by initialing below and signing this Bid Submittal Form, the bidder acknowledges that he or she has attached documentation to demonstrate ability to meet each of the following project requirements:

**COMPLIANCE**

**Bidder's Initials**

Ability to activate within 24 hours of declared emergency  
Identify documentation attached

\_\_\_\_\_

Ability to perform services as required by bid specifications \_\_\_\_\_  
Identify documentation attached

Ability to activate adequate and properly trained personnel to perform services in compliance with AEMA and FEMA guidelines to ensure reimbursement for debris removal activities, if reimbursement is available \_\_\_\_\_  
Identify documentation attached

Record of past performance on other debris removal monitoring services contracts in compliance with AEMA and/or FEMA guidelines \_\_\_\_\_  
Identify documentation attached

Financial ability to perform services required if activated by the City under the payment procedures set out in the bid documents \_\_\_\_\_  
Identify documentation attached

Proof of general and professional liability insurance to cover any damages resulting from services provided by the successful bidder, including any denial of reimbursement due to the actions or inactions of the debris removal services contractor, or from the failure to perform services or complete a project for the City \_\_\_\_\_  
Identify documentation attached

Ability to post a payment and performance bond at the time of execution of the contract as required in the bid documents. Identify documentation attached \_\_\_\_\_

That the bid submitted meets the bid documents and specifications \_\_\_\_\_

That, if determined to be the most qualified, responsible bidder, he will execute a contract with the City of Fairhope \_\_\_\_\_

That the company listed above will respond to any Notice to Proceed within the time frame and under the procedures set out in the bid documents \_\_\_\_\_

That the bidder will provide all bonding in the amounts and at the times required in the bid documents \_\_\_\_\_

By initialing below and signing this Bid Submittal Form, the bidder also acknowledges and agrees to each of the following:

Signature of company representative: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

E-Mail (if different from submitter e-mail above): \_\_\_\_\_

**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 FAIRHOPE**

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

**BID No. 006-19 DISASTER DEBRIS REMOVAL MONITORING SERVICES 2019**

The condition of this obligation is such that if the aforesaid Principal shall be awarded the Contract, 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: \_\_\_\_\_

\_\_\_\_\_ BY: \_\_\_\_\_  
(Name of Surety)

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

## DRUG-FREE WORKPLACE AFFIDAVIT

The undersigned vendor in accordance with the requirements set forth within Bid No. 006-19 Disaster Debris Removal Monitoring Services 2019, dated \_\_\_\_/\_\_\_\_/20\_\_\_\_, 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.

\_\_\_\_\_  
BIDDER'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.

\_\_\_\_\_  
(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.

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (TITLE)

Subscribed and sworn to before me,  
this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public \_\_\_\_\_

County of \_\_\_\_\_, AL

My Commission expires \_\_\_\_\_

## IMMIGRATION LAW COMPLIANCE

The City of Fairhope, AL is required to comply with the provisions of the new Alabama Immigration Law. Compliance requirements for all cities in the State of Alabama became effective January 1, 2012 and updated in July 2012. The requirements flow down to all contractors, vendors under Bid Contract and grantees doing business with the City of Fairhope and are employing one or more employee(s) in the State of Alabama. If you are awarded a contract with the City of Fairhope, AL, awarded incentives or grants, or if you wish to continue to do business with the City of Fairhope, AL under a current contract and wish to receive funds from the City of Fairhope, AL you must complete and submit the following within 10 business days:

If your organization/entity does NOT employ one or more employees in the State of Alabama, please complete Part I of the attached form stating such along with a W-9:

1. Submit an updated W-9 Form (attached)
2. Status of Immigration Law Compliance (PART I only, attached)

If your organization/entity DOES employ one or more employee(s) in the State of Alabama, you must submit the following:

1. Submit an updated W-9 Form (attached)
2. Proof of enrollment in E-Verify for Immigration Law Compliance:

**An acceptable proof of enrollment with E-Verify would be an E-VERIFY MEMORANDUM of UNDERSTANDING (MOU).** To enroll in E-Verify, you must go to the following web site to enroll in E-Verify which is a federal program that verifies the employment eligibility of all newly hired employees. <http://www.uscis.gov/portalsite/uscis>. Go to the E-Verify Home Page to initiate enrollment. Once ALL of the steps to enroll are completed, a signed copy of your MOU that includes your E-Verify assigned Company ID Number will be available for you to export.

If you have SUBCONTRACTORS, provide your subcontractors notice of their compliance obligations and OBTAIN from each a notarized Proof of Immigration Law Compliance Form. You may provide copies of this memo to your subcontractors as an explanation of this mandatory requirement. *You are not required to submit the subcontractor proof to the City of Fairhope, AL. However, the City reserves the right to request evidence of your subcontractors' compliance at any time.* These requirements are a condition for doing business with the City of Fairhope, AL and for receiving any funds from the City of Fairhope, AL. **MAINTAIN COPIES OF ALL DOCUMENTS FOR AUDIT PURPOSES.**

If you DO NOT employ one or more employee(s) in the State of Alabama, submit an updated W-9 and complete PART I of the attached Proof of Immigration Compliance Form. If you DO employ one or more employee(s) in the State of Alabama, please submit the required proof of enrollment and W-9 Form as identified on the previous page. Please submit the requested documentation to the City of Fairhope, AL's address below:

City of Fairhope, AL  
Dee Dee Brandt, Purchasing Manager  
555 S. Section St  
Fairhope, AL 36532

**PROOF OF ALABAMA IMMIGRATION ACT COMPLIANCE**

In compliance with recent amendments to the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Sections 31-13-1 et. seq of the Alabama Code), the City must obtain proof of enrollment with E-Verify for various contracts and agreements as determined by law. If your company has received this memorandum and it employs one or more employees in the State of Alabama, you must present proof of enrollment with E-Verify. Please complete Part I (if you do NOT employ one or more employees in the State of Alabama) or submit proof of enrollment with E-Verify II (if you DO employ one or more employees in the State of Alabama).

NOTE: signature page is considered proof of enrollment.

**Part 1 - (Complete if you do NOT employ one or more employees in Alabama)**

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

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

I certify in my capacity as \_\_\_\_\_ (your position) for  
\_\_\_\_\_ (name of contractor or grantee)

that contractor or Grantee does not employ one or more employees in the State of Alabama. I further certify that should my status change and I am required to comply that I will submit all required documents to the City of Daphne, AL. I have read the E-Verify Requirements and swear and affirm that it is true and correct.

\_\_\_\_\_  
Authorized Signature

**SECTION V: REQUIRED SAMPLE FORMS TO BE COMPLETED BY AWARDED BIDDER**

# CONTRACT FOR CONSTRUCTION

## *Bid No 006-19 Disaster Debris Removal Monitoring Services*

THIS CONTRACT, entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the Fairhope City Council, on behalf of City of Fairhope, Alabama, hereinafter called the Owner, Party of the First Party, and \_\_\_\_\_, organized and existing under the laws of the State of Alabama, hereinafter called the Contractor, Party of the Second Part,

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

The Contractor shall furnish the materials and perform the work for the **BID No. 006-19 DISASTER DEBRIS REMOVAL MONITORING SERVICES 2019** 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.

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 Fairhope 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.

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 /( working days) after the commencement date stipulated in said work order/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.

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 Fairhope 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, \_\_\_\_\_  
Company Name

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 FAIRHOPE, ALABAMA**

**ATTEST:**

\_\_\_\_\_  
Karin Wilson, Mayor

\_\_\_\_\_  
Lisa A. Hanks, MMC, City Clerk

**NOTARY FOR THE CITY**

STATE OF ALABAMA}

COUNTY OF BALDWIN}

I, the undersigned authority in and for said State and County, hereby certify that **KARIN WILSON** as **Mayor** of the City of Fairhope whose name is signed to the foregoing document and who is known to me, acknowledged before me on this day, that, being informed of the contents of the documents executed the same voluntarily on the date the same bears date.

Given under my hand and Notary Seal on this \_\_\_\_ day of \_\_\_\_\_, 2019

Notary Public \_\_\_\_\_

My Commission Expires \_\_\_\_/\_\_\_\_/\_\_\_\_

**CONTRACTOR**

**Individual or Partnership**

\_\_\_\_\_  
(Individual or Partnership)

\_\_\_\_\_  
(Name of Partner)

\_\_\_\_\_  
(SIGNATURE of Representative Authorized to sign Bids and Contracts for the firm)

\_\_\_\_\_  
(PRINT NAME of Representative Authorized to sign Bids and Contracts for the firm)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

Phone Number ( ) \_\_\_\_\_ Fax Number ( ) \_\_\_\_\_

Primary e-mail address \_\_\_\_\_

Alabama Contractor's License No. (If required) \_\_\_\_\_

Contractor's Foreign Corporation Entity ID \_\_\_\_\_

**IF CORPORATION, PARTNERSHIP, OR JOINT VENTURE**

\_\_\_\_\_  
Name of Corporation, Partnership or Joint Venture

BY: \_\_\_\_\_  
(SIGNATURE of Officer authorized for sign Bids and Contracts for the firm) (Position or Title)

\_\_\_\_\_  
(PRINT name of Officer authorized for sign Bids and Contracts for the firm)

\_\_\_\_\_  
(PRINT NAME(S) OF OTHERS IF IN PARTNERSHIP)

\_\_\_\_\_  
Business

\_\_\_\_\_  
Business Mailing Address

\_\_\_\_\_  
City, State, Zip Code

GENERAL CONTRACTOR'S LICENSE \_\_\_\_\_ Alabama Foreign Entity ID \_\_\_\_\_  
(Required of Out of State vendors)

**NOTARY FOR THE CONTRACTOR**

STATE OF \_\_\_\_\_ }

COUNTY OF \_\_\_\_\_ }

I, the undersigned authority in and for said State and County, hereby certify that  
\_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_,  
Name title company name

whose name is signed to the foregoing document and who are known to me, acknowledged before me on  
this day, that, being informed of the contents of the document they executed the same voluntarily on the day  
the same bears date.

Given under my hand and Notaries Seal on this \_\_\_\_\_ day of \_\_\_\_\_, 2019

Notary Public \_\_\_\_\_

Commission Expires \_\_\_\_/\_\_\_\_/\_\_\_\_

*The contractor will furnish a Performance Bond and a Labor and Materials Bond in the form and terms approved by the City in an amount not less than the estimated event cost for any and/or all events but not to exceed \$250,000 : within 10 days of receiving the Notice to Proceed. The cost of said bond premiums will not be an additional cost to the City. Any changes in maximum amount will be approved by the City. The contractor shall immediately furnish a Certificate of Insurance listing the City of Fairhope as additional insured through the end of the contract term (annually upon renewal) for limits stated in bid specifications.*



## LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE \_\_\_\_\_, as Principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto said City of Fairhope, hereinafter called the Obligee, in the penal sum of (estimated at time of Notice to Proceed \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) 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

### BID No. 006-19 DISASTER DEBRIS REMOVAL MONITORING SERVICES 2019

which Contract 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 of 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 Fairhope, 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, 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)

In the Presence of:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(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**

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 Fairhope, hereinafter called the Owner in the sum of \_\_\_\_\_ Dollars (\$ . ) for payment hereof the Principal and the Surety or Sureties bind themselves, their heirs, executors, administrators, 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 **Disaster Debris Removal Monitoring Services 2019** 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: \_\_\_\_\_

**1. ACCEPTANCE OF AGREEMENT**

This Agreement contains all terms and conditions agreed upon by the OWNER and Winning bidder. No other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto. The Winning Bidder shall not employ Subcontractors without the express written permission of the OWNER. No waiver, alteration, consent or modification of any of the provisions of the Agreement shall be binding unless in writing and signed by the OWNER and CONTRACTOR. This Agreement shall not be construed against the party or parties preparing it. It shall be construed as if all the parties and each of them jointly prepared this Agreement, and any uncertainty or ambiguity shall not be interpreted against one or more parties.

**2. ACCEPTANCE OF WORK**

The City of Fairhope will be deemed to have accepted the Work after the City of Fairhope agrees the Work is completed by signature on delivery or service tickets. In the event Work furnished under the Contract / Agreement / Purchase Order is found to be defective or does not conform to the intent of the Contract / Agreement / Purchase Order, the awarded vendor shall, after receipt of notice from the City of Fairhope, correct the deficiencies. Failure on the part of the awarded vendor to properly correct the deficiencies within the time period allowed will constitute the City of Fairhope's right to cancel the Contract / Agreement / Purchase Order immediately, upon written notice to the awarded vendor.

**3. ADDENDA**

All Addenda are part of the Contract Documents. Include resultant costs in the Bid. Addenda will be issued by email to all Bidders on record, and posted to the City of Fairhope website [www.fairhopeal.gov](http://www.fairhopeal.gov). It is the responsibility of the bidder to verify that all addenda have been received, and to include all signed addenda in the bid submission

**4. ADDITIONAL ORDERS**

Unless it is specifically stated to the contrary in the bid response, the City of Fairhope reserves the option to place additional orders against a contract awarded as a result of this solicitation at the same terms and conditions; to extend the renewal date until a new bid is in place, if it is mutually agreeable.

**5. APPLICABLE LAW**

This Agreement is deemed to be under and shall be governed by and construed according to the laws of the State of Alabama. Any litigation arising out of the Agreement shall be heard in the Courts of Baldwin County, Alabama.

**6. ASSIGNMENT**

The awarded vendor shall not assign the Contract / Agreement /Purchase Order or sublet it as a whole without the express written permission of the City of Fairhope. The

awarded vendor shall not assign any payment due them hereunder, without the express written permission of City of Fairhope. The City of Fairhope may assign the Contract / Agreement / Purchase Order, or sublet it as a whole, without the consent of the awarded vendor.

**7. ASSURANCE OF NON-CONVICTION OF BRIBERY**

The bidder hereby declares and affirms that, to its best knowledge, none of its officers, directors, or partners and none of its employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery or conspiracy to bribe under the laws of any state or Federal government.

**8. AWARD CONSIDERATION**

The following factors will be considered in determining the lowest **responsible** bidder: Overall quality, Conformity with specifications both general and specific, Purposes for which materials or services are required, Delivery dates and time required for delivery, Unit acquisition cost, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payments, compatibility as required, other costs, and other objective and accountable factors which are reasonable.

**9. AWARD OR REJECTION OF BIDS**

The Bid will be awarded to the lowest responsible bidder complying with conditions of the invitation for bids, provided his bid is reasonable and it is in the interest of the City of Fairhope to accept it. The bidder to whom the award is made will be notified at the earliest possible date. The City of Fairhope, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest to the City of Fairhope.

**10. BACK ORDERS**

If it is necessary to back order any items, the vendor must notify the Purchasing Department and advise as to the expected shipping or delivery date. If this date is not acceptable, the City of Fairhope may seek remedies for default.

**11. BID AND PERFORMANCE SECURITY**

If bid security is required, a bid bond or cashier's check in the amount indicated on the bid cover must accompany the bid and be made payable to The City of Fairhope of Baldwin County, Al. Corporate or certified checks are not acceptable. Bonds must be in a form satisfactory to the City and underwritten by a company licensed to issue bonds in the State of Alabama. If bid security fails to accompany the bid, it shall be deemed unresponsive, unless the Purchasing Manager deems the failure to be non-substantial. All checks will be returned to the bidders after the contract has been approved. If a performance bond is required, the successful bidder will be notified after the awarding of the contract.

**12. BRAND NAMES**

Reference to brand names and numbers is descriptive, but not

restrictive, unless otherwise specified. Bids on equivalent items meeting the standards of quality thereby indicated will be considered, providing the bid clearly describes the article offered and indicates how it differs from the referenced brands. Descriptive literature or manufacturers specifications plus any supplemental information necessary for comparison purposes should be submitted with the bid or the bid on that item may be rejected. Reference to literature submitted with a previous bid or on file with the Division of Purchasing will not satisfy this requirement. The burden is on the bidder to demonstrate that the item bid is equivalent to the item specified in the ITB. Bids without sufficient documentation to fully support equality, may be considered non-responsive. Reference by the City of Fairhope in the ITB to available existing specifications shall be sufficient to make the terms of such specifications binding on the bidder. Unless the bidder specifies otherwise in its bid, it is understood the bidder is offering a referenced brand item as specified in the ITB or is bidding as specified when no brand is referenced. Failure to examine drawings, specifications and instructions will be at the bidder's risk.

### **13. BUSINESS LICENSE**

The vendor selected to enter into a Contract / Agreement with the City of Fairhope must be licensed to do business in the City of Fairhope prior to commencement of any work under the contract. Delivery of goods or services to the City of Fairhope by Purchase Order have detailed and varied Business License requirements. In all instances that require a business license. Awarded vendor will provide proof of possessing a current City of Fairhope Business License. Prospective bidders will not be required to possess a City of Fairhope Business License prior to award.

### **14. CANCELLATION OF / CONTRACT / AGREEMENT / PURCHASE ORDER / LEASE**

A purchase order can be canceled in whole or in part when awarded vendor fails to deliver or perform as specified. Cancellation of a purchase order can only be made by a written purchase order change (POC) from the City of Fairhope. A term contract, lease or agreement can be canceled by the City of Fairhope, for justifiable cause, or convenience, by written notice.

### **15. CERTIFICATION PURSUANT TO ACT NO. 2006-557**

Alabama law (section 41-4-116, code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, CONTRACTOR, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with act no. 2006-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false. All corporations must register to do business in Alabama with the Office of the Secretary of State. Their address is:

### **Office of the Secretary of State**

P.O. Box 5616

Montgomery, AL 36103

(334) 242-5324

Fax: (334) 240-3138

<http://www.sos.state.al.us/index.aspx>

The Foreign Corporation form is online at

<http://www.sos.state.al.us/downloads/dl1.cfm>.

### **16. COST OF REMEDYING DEFECTS**

All defects, indirect and consequential costs of correcting, removing or replacing any or all of the defective materials or equipment will be charged against the awarded vendor.

### **17. DELIVERY OF BID**

Bids must be received in the Purchasing Office by the date and time specified on the bid cover. All bids will be accepted until the time and date stated on the bid cover. No bids will be accepted that extend past the time and date on the bid cover. The time of receipt shall be determined by the time clock stamp in the Purchasing Department. Bids submitted by U.S. Mail must be received by the City of Fairhope of Baldwin County, Alabama, in the City of Fairhope offices, 555 South Section St., Fairhope, Al., unless otherwise specified.

### **18. DELIVERY**

The number of calendar days required for delivery after receipt of a purchase order shall be stated in the RFQ / ITB / RFP and /or Purchase Orders. When no time is stated in the document, the time shall be fourteen (14) calendar days after receipt of order. If a shipment is not made within the time period specified, the Purchase Order may be canceled.

### **19. ENVIRONMENTAL REQUIREMENTS**

All products will be clearly labeled for their intended use. Each delivery of product or materials will include a Material Safety Data Sheet (MSDS) for all materials that require an MSDS. All manufacturers/distributors of hazardous substances, including any of the items listed on this bid/quote/ contract and subsequent award must include completed material safety data sheet (MSDS) for each hazardous material. Additionally, each container of hazardous materials must be appropriately labeled with:

- a) The identity of the hazardous material,
- b) Appropriate hazard warnings, and manufacturer, importer, or other responsible party.

### **20. EQUIPMENT DEMONSTRATION**

The City of Fairhope may require equipment/ product materials or service techniques to be demonstrated at a time, date and location to be specified by the City of Fairhope.

### **21. EQUIPMENT ELECTRICAL CERTIFICATION**

All electrical equipment purchased shall conform to, and be identified in, the applicable standard(s), or otherwise be certified as applicable, as of the bid opening date and time, by Underwriters Laboratories, Inc. or other recognized laboratory facility. Bidder must provide satisfactory documentation with

returned bid that all such equipment meets the applicable product standard or has otherwise been certified as outlined above. Unless indicated in the bid document, the above certification shall apply to the equipment itself, not the individual components of that equipment.

## **22. ERRORS IN BID**

Bidders are assumed to be informed regarding conditions, requirements and specifications prior to submitting bids. Failure to do so will be at the bidder's risk. Bids already submitted may be withdrawn without penalty prior to bid opening. Errors discovered after the bid opening may not be corrected.

## **23. FORCE MAJEURE**

Neither the City nor the awarded vendor shall be deemed in breach of any contract / Purchase Order or Agreement which may result from this proposal submission if it is prevented from performing any of the obligations hereunder by reason of Acts of God, acts of the public enemy, acts of superior governmental authority, strikes or labor disputes, floods, riots, rebellion, sabotage, or any similar other unforeseeable causes beyond its control and not due to its fault or negligence. Each party shall notify the other immediately in writing of the cause of such after the beginning period thereof. The awarded vendor may request cancellation and the City of Fairhope may grant the request if performance is prevented by any of the above referenced causes, or other unavoidable circumstances not attributable to the fault or negligence of the vendor. The burden of proof for such relief rests with the vendor. All correspondence pertaining to cancellation of a purchase order or term contract must be addressed to the City of Fairhope Purchasing Manager.

## **24. HAZARDOUS AND TOXIC SUBSTANCES**

Bidder must comply with all applicable Federal, State, County and City laws, ordinances and regulations relating to hazardous and toxic substances, including such laws, ordinances and regulations pertaining to information hazardous and toxic substances, and as amended from time to time. Bidder shall provide the City of Fairhope with a "Material Safety Data Sheet" for all goods that carry one.

## **25. INDEMNITY**

Indemnity: The awarded vendor hereby agrees to indemnify and save harmless the City of Fairhope, its officers, agent, and employees, from and against any and all liabilities, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including reasonable Attorneys' fees for trial and on appeal, of any kind and nature, arising or growing out of, or in any way connected with the performance of this Contract / Agreement / Purchase Order, to the extent caused by a negligent act or omission of the awarded vendor, their agents, servants, employees, Sub-contractors, or others associated with the awarded vendor. The awarded vendor shall be responsible for damage to any equipment excluded from this agreement, or damage or injury caused by any equipment excluded from this agreement, only to the extent that the damage or injury is caused by a negligent

act or omission of the awarded vendor, or caused by failure of the awarded vendor's supplied product to perform as specified.

## **26. INSPECTION**

All materials, workmanship, equipment, and supplies are subject to inspection and test at any source or time. Final inspection, acceptance or rejection will be made at delivery destination. Goods that do not meet specifications will be rejected unless substitutions have been approved by the City of Fairhope. Failure to inspect or to reject upon receipt, however, does not relieve the awarded vendor of liability. When subsequent tests, after receipt, are conducted and when such tests reveal a failure to meet specifications, the City of Fairhope will reject the goods and the awarded vendor shall immediately supply goods meeting specifications or the City of Fairhope may seek damages including but not limited to the testing expense, regardless of whether a part of or all of the goods have been consumed through the testing process. Rejected goods shall be removed by the awarded vendor promptly after rejection, at his expense. If not removed in fourteen (14) calendar days, they may be disposed of at the discretion of the City of Fairhope. Disposal costs will be the awarded vendor's responsibility.

## **27. INSPECTION OF PREMISES**

At reasonable times, the City may inspect those areas of the awarded vendor's place of business that are related to the performance of a Contract / Agreement / Purchase Order. If the City makes such an inspection, the awarded vendor must provide reasonable assistance. The City of Fairhope reserves the right on demand and without notice all the vendor's files associated with a subsequent Contract / Agreement / Purchase Order where payments are based on the awarded vendor's record of time, salaries, materials, or actual expenses. This same clause will apply to any sub-contractors assigned to the Contract / Agreement / Purchase Order.

## **28. INSURANCE**

If a Contract / Agreement / Purchase Order results from this RFQ / ITB / RFP, or other form of solicitation, the awarded vendor shall maintain such insurance as will indemnify and hold harmless the City of Fairhope from Workmen's Compensation and Public Liability claims from property damage and personal injury, including death, which may arise from the awarded vendor's operations under this Contract / Agreement / Purchase Order, or by anyone directly or indirectly employed by him/her.

## **29. INVITATION TO BID**

Any provisions made in the RFQ / ITB / RFP, or other form of solicitation, supersedes any provisions outlined here in the General Terms and Conditions.

## **30. INVOICING, DELIVERY, PACKAGING**

Invoices shall be prepared only after ordered materials have been delivered. All invoices must show the purchase order number. Unless otherwise specified in writing, vendors shall not ship any material without an authorized Purchase Order from the City of Fairhope Purchasing Department. All packages delivered must show the purchase order number.

The awarded vendor will be required to furnish all materials, equipment and/or service called for at the bid price quoted. In the event the awarded vendor fails to deliver within a reasonable period of time, as determined by the City of Fairhope, the right is reserved to cancel the award and subsequent purchase order and purchase from the next lowest responsible bidder the items needed. The original awarded vendor will be back charged the difference between the original contract price and the price the City of Fairhope has to pay as a result of the failure to perform by the original awarded vendor. All bids will remain firm for acceptance for 60 days from the date of bid opening. Prices shall be net F.O.B., Prepaid and Allow, City of Fairhope chosen site, Baldwin County, Al. The title and risk of loss of the goods will not pass to the City of Fairhope until receipt and acceptance takes place at the F.O.B. point.

### **31. LABELING**

Individual shipping cartons shall be labeled with the name "City of Fairhope", Purchase Order Number, and where applicable, Contract Number, date of manufacture, batch number, storage requirements, conditions, and recommended shelf life. Bidders are encouraged to offer product packaging with recycled content.

### **32. LOSS OR DAMAGE IN TRANSIT**

Delivery by a vendor to a common carrier does not constitute delivery to the City of Fairhope. Any claim for loss or damage incurred during delivery shall be between the vendor and the carrier. The City of Fairhope accepts title only after satisfactory receipt at the delivery point. The City of Fairhope shall note all visible damages on the freight bill and may refuse the damaged goods. The vendor shall make immediate replacement of the damaged merchandise or be subject to damages for breach of contract. If damage is to a small portion of a total shipment and the City of Fairhope will not be inconvenienced because of the shortage, the vendor may be permitted by the Purchasing Manager to deduct the amount of damage or loss from its invoice, in lieu of replacement. Risk of loss during delivery is borne by the vendor until the goods have been accepted by the City of Fairhope, unless otherwise specified in the RFQ / ITB / RFP or other form of solicitation.

### **33. MANDATORY SITE VISIT**

If the RFQ / ITB /RFP or other form of solicitation requires a mandatory site visit, bidders must inspect the site where installation or service is to take place to obtain a full understanding of scope of work outlined therein. Date of site visit will be determined by the City of Fairhope.

### **34. MONITORING OF SERVICES**

Performance of services will be monitored by the requisitioning department and/or the Purchasing Department, and evaluation reports may be filed with the Purchasing Department. Performance not meeting specifications will result in cancellation of Contract / Agreement / Purchase Order and may result in vendor being removed from the vendor list.

### **35. NON-CONFORMING MERCHANDISE**

When merchandise received from the lowest responsible

bidder is not in accordance with the purchase order, it will be returned to the bidder, at bidder's expense.

### **36. NON-DESCRIMINATION**

The City of Fairhope is an Equal Opportunity Employer and requires that all CONTRACTORS comply with the Equal Employment Opportunity laws and the provisions of the Contract / Agreement / Purchase Order documents in this regard. The City also encourages and supports the utilization of Minority Business Enterprises on this and all public bids.

### **37. NON-EXCLUSIVE**

Unless otherwise specified, this Contract / Agreement / Purchase Order is considered a non-exclusive Contract /Agreement / Purchase Order between the parties.

### **38. NOTIFICATION AND ACCIDENT REPORTS**

In the event of accidents of any kind, in the performance of a Contract / Agreement / Purchase Order, the awarded vendor shall notify the City of Fairhope immediately and furnish, without delay, copies of all such accident reports to the City of Fairhope. If in the performance of their Work, the awarded vendor fails to immediately report an accident to the City of Fairhope, of which the awarded vendor has knowledge of and which results in a fine levied against the City of Fairhope then the awarded vendor shall be responsible for all fines levied against the City of Fairhope.

### **39. PACKAGING**

All goods must be packaged in new packing containers. Packing that meets the requirements of common carriers is acceptable, unless otherwise required. A packing slip or invoice must accompany all shipments and must reference the purchase order number. Unless otherwise specified, goods are to be packaged in cartons meeting federal specifications and shipped on non-returnable pallets.

### **40. PATENTS**

Awarded Vendor guarantees that the sale and / or use of goods will not infringe upon any U.S. or foreign patent. Awarded vendor will at his / her own expense, indemnify, protect and save harmless the City of Fairhope, on any patent claims arising from the purchase of goods or services.

### **41. PAYMENT**

Invoices -- Upon completion of service and delivery of materials specified in the applicable purchase order, awarded vendor will submit an invoice and signed delivery ticket to:

City of Fairhope  
Accounts Payable Department  
P.O. Box 429  
Fairhope, Al. 36533  
[ap@fairhopeal.gov](mailto:ap@fairhopeal.gov)

All invoices must reference appropriate Purchase Order Numbers Payment of Invoice: All invoices received by the City of Fairhope are payable within thirty (30) days from the date of receipt by the City of Fairhope, provided they are approved by the City of Fairhope.



#### **42. PAYMENT WITHHELD**

Payment may be withheld until all items have been delivered and all requirements of the Contract / Agreement / Purchase Order have been fulfilled

#### **43. PRODUCT TESTING**

Vendor shall incur all cost involved in obtaining an Independent Laboratory Test if the City deems necessary during the term of the Contract / Agreement / Purchase Order. The City of Fairhope reserves the right to request a demonstration of any and all items bid before making the award

#### **44. PERMITS LICENSES AND CERTIFICATES**

The awarded vendor is to procure all permits, licenses, and certificates, or any approvals of plans or specifications as may be required by Federal, State, Local Laws, ordinances, rules, and regulations, for the proper execution and completion of Work covered under the Contract / Agreement / Purchase Order.

#### **45. PREPARATION OF BID**

All bids / proposals shall be typewritten or in ink on the form(s) prepared by the City of Fairhope. Bids / proposals prepared in pencil will not be accepted. All bids / proposals must be signed by officials of the corporation or company duly authorized to sign bids / proposals. Any bid / proposal submitted without being signed will automatically be rejected. All corrections or erasures shall be initialed and dated by the person authorized to sign quotations /bids / proposals. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail.

#### **46. QUESTIONS / CONTACT**

Commencing with the issuance of the RFQ / ITB / RFP, or other form of solicitation, no vendor or anyone acting on a vendor's behalf, shall make direct or indirect contact with City personnel or undertake any activities or take any action to otherwise promote its quotation / bid / proposal to the City or its personnel. All communications shall be made to the contact identified in the quotation / bid / proposal documents. Violation of this requirement may, at the City's sole and absolute discretion, be grounds for disqualifying a vendor from further consideration.

#### **47. RECEIPT BY CITY OF FAIRHOPE**

If not otherwise stated in the order, the City of Fairhope will be said to have received goods when they have been delivered, unloaded and placed on the agency's dock or if there is no dock, inside an accessible building, and signed for by an authorized City employee. Shipments will be checked against the receiving copy of the Purchase Order. If the purchase order requires grading certificates, USDA Stamps, or any proof of quality, such proof must accompany the shipment.

#### **48. REJECTION OF BIDS**

The City of Fairhope reserves the right to accept or reject any or all bids in whole or in part for any reason, to waive technicalities or informalities, or to advertise for new proposals, if, in the judgment of the awarding authority, the best interest of the City

of Fairhope will be promoted thereby. Bidders may be disqualified and rejection of proposals may be recommended for any of (but not limited to) the following causes: Failure to use the bid forms furnished by the City of Fairhope, Lack of signature by an authorized representative on the bid form, Failure to properly complete the bid form and vendor compliance, Evidence of collusion among bidders, unauthorized alteration of the bid form.

#### **50. RIGHT TO AUDIT**

The awarded vendor shall maintain documentation of all work performed. The awarded vendor shall make any and all documentation available to the City of Fairhope at all reasonable times, for inspections and audit by the City of Fairhope, during the entire term of the Contract / Agreement / Purchase Order and for a period of Three (3) years after expiration of the Contract / Agreement / Purchase Order.

#### **51. SAMPLES**

Bidders will not be required to furnish samples at the time of bid opening, unless specifically called for. The City of Fairhope reserves the right to request samples after bid opening to assist in the evaluation of proposals submitted.

#### **52. SAFETY MEASURES**

The awarded vendor shall take all necessary precautions for the safety of the City of Fairhope's and awarded vendor's employees at the Work site, and shall erect and properly maintain at all times, all necessary safeguards for the protection of the workmen and the public. The awarded vendor shall post signs warning against hazards in and around the Work site.

#### **53. SET-UP AND INSTALLATION**

Unless otherwise specified, bid / quotation to include cost of all uncrating, disposal of shipping materials, set-up, testing and initial instruction to agency personnel.

#### **54. SPILL CLEAN UP**

The awarded vendor shall be responsible for spillage caused by their negligence, which occurs during transit or unloading operations. The awarded vendor shall immediately report and clean up any spillage. Upon failure to do so, the awarded vendor shall remain responsible for all actual related costs

#### **55. SUBSTITUTIONS**

Substitutions on a purchase order shall require the approval of the Originating Buyer. The City of Fairhope reserves the right to reject at destination and hold at the vendor's risk and expense any goods supplied by the vendor which do not conform to the specification or description embodied in the order or are inferior in any respect to the good specified. Any good bought by sample which is inferior in quality to the sample submitted by vendor will be rejected. Any goods delivered that do not meet specifications may be returned to the vendor at its expense. When a good is returned, the vendor must make immediate replacement with acceptable merchandise or the City of Fairhope may seek remedies for default.

#### **56. TABULATION**

Bid results are posted on The City of Fairhope's web site: [www.fairhopeal.gov](http://www.fairhopeal.gov). The awarded vendor will be sent a written notification via mail.

#### **57. TAXES**

Prices quoted shall be delivered prices, exclusive of all federal or state excise, sales, and manufacturer's taxes. The City will assume no transportation or handling charges other than specified in the RFQ, ITB, RFP or other form of solicitation. The City is tax exempt by law – Code of Alabama 1975.

#### **58. TERMINATION FOR CONVENIENCE**

Any Contract / Agreement / Purchase Order may be terminated for convenience by the City of Fairhope, in whole or in part, by written notification to the awarded vendor.

#### **59. TERMINATION FOR DEFAULT**

Performance of Work under the Contract / Agreement / Purchase Order Agreement may be terminated by the City of Fairhope, in whole or in part, in writing, whenever the City of Fairhope determines that the awarded vendor has failed to meet the requirements of the Contract / Agreement / Purchase Order.

#### **60. TERMINATION FOR NON-APPROPRIATION**

Termination for Non-appropriation – The continuation of any financial obligation beyond the current fiscal year is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the local source, State Legislature and/or federal sources. The City of Fairhope may terminate any financial obligation, and awarded vendor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the City of Fairhope's funding from local, State and/or federal sources is not appropriated, withdrawn or limited.

#### **61. TIME IS OF THE ESSENCE**

The City of Fairhope and awarded vendor agree that time is of the essence in the performance of work called for under this Contract / Agreement / Purchase Order. The awarded vendor agrees that all work will be accomplished regularly, diligently and uninterrupted at such a rate of progress as will ensure full completion thereof within reasonable time periods.

#### **62. TITLE**

All titles, fees, as well as other charges, are to be paid by awarded vendor. Awarded vendor is to furnish prepaid certificate of title in the name of the City of Fairhope. Title shall change upon acceptance of delivery at the City of Fairhope approved delivery location.

#### **63. VENDOR LIST**

A vendor may be removed from the City of Fairhope's Bidders List if a vendor fails to respond to three (3) consecutive ITB's. A properly submitted "No Bid" is considered as a response and the vendor will receive credit for the response.

#### **64. WARRANTY**

The awarded vendor expressly warrants that all articles, materials, and work offered shall conform to each and every specification, drawing, sample, or other description which is furnished to or adopted by the City of Fairhope, and that it will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defects. The awarded vendor further warrants all items for a period of one year, unless otherwise stated, from the date of acceptance of the items delivered and installed or work completed. All repairs, replacements, or adjustments during the warranty period will be at the awarded vendor's sole expense. Awarded vendor will provide written warranty for all parts and labor for a period of (1) one year commencing from date of written acceptance of delivery by City of Fairhope. Awarded vendor will provide written copies of all other applicable warranties, such as, Manufacturer's warranty. Those warranties, if any, will be in addition to the awarded vendor's warranty, and the terms of which will not be altered by the awarded vendor's warranty.

#### **65. IMMIGRATION LAW**

The CONTRACTOR agrees that it shall comply with all of the requirements of the **Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No 2011-535**, Alabama Code (1975) Section 31-13-1, et. Seq., (also known as the Alabama Immigration Act) see Section 31-13-9, and the provisions of said Act, including all penalties for violation thereof, are incorporated herein

**BIDDER INFORMATION**

This Section must be printed, completed and turned in with your bid response

**Bid No. 006-19 Disaster Debris Removal Monitoring Services 2019**

**Business Organization**

Name of Bidder (exactly as it appears on W-9):

Doing-Business-As Name of Bidder:

Principal Office Address:

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email address: \_\_\_\_\_

**Form of Business Entity** [check one ("X")]

Corporation \_\_\_\_\_

Partnership \_\_\_\_\_

Individual \_\_\_\_\_

Joint Venture \_\_\_\_\_

Other (describe): \_\_\_\_\_

**Corporation Statement**

If a corporation, answer the following:

Date of incorporation: \_\_\_\_\_

Location of incorporation: \_\_\_\_\_

The corporation is held: Publicly \_\_\_\_\_

Privately \_\_\_\_\_

**Partnership Statement**

If a partnership, answer the following:

Date of organization: \_\_\_\_\_

Location of organization: \_\_\_\_\_

The partnership is: General \_\_\_\_\_

Limited \_\_\_\_\_

**Joint Venture Statement**

If a Joint Venture, answer the following:

Date of organization: \_\_\_\_\_

Location of organization: \_\_\_\_\_

JV Agreement recorded? Yes \_\_\_\_\_

No \_\_\_\_\_

Contact Name \_\_\_\_\_ email \_\_\_\_\_

Cell Phone \_\_\_\_\_ office \_\_\_\_\_

**END OF BIDDER INFORMATION SECTION**

**BID CHECKLIST: (SEE BID SUBMISSION SECTION FOR COMPLETE LIST OF REQUIREMENTS)**

- Tab all required documents and label with the corresponding number listed in Bid Submission Requirements section.
- Certificates of insurance as required in BID.
- Copy of State of Alabama Contractor's License.
- The cost of Mobilization/Demobilization MUST be absorbed in the overall unit cost – DO NOT list this cost separately
- Please make a notation if your company will have personnel stationed at Fairhope's Emergency location (currently at Public Works Maintenance Facility) during the anticipated storm
- Proof of enrollment in E-Verify for Immigration Law Compliance is required
- Drug-Free Workplace Form
- Anti-Collusion Affidavit
- Anti-lobbying Affidavit
- W-9