

REGION 5 CONTRACT FOR DEBRIS REMOVAL SERVICES

INTRODUCTION

The Association of County Commissions of Alabama (hereinafter "the Association") recently conducted a bid offering for regional debris removal services through its Alabama County Joint Bid Program. Alabama's 67 counties were divided into seven regions for the purposes of this bid offering. Counties in **Region 5** include **Fayette, Cullman, Greene, Lamar, Marion, Pickens, Tuscaloosa, Walker, and Winston**. Pursuant to the resolution adopted by each county in Region 5, Fayette County has been selected to serve as the awarding authority for all counties in the region for purposes of awarding the bid to the lowest responsible bidder meeting bid specifications and executing a contract with the successful bidder on behalf of all Region 5 counties.

Bids for debris removal services in Region 5 were opened at the Association office on November 15, 2024 and on December 16, 2024, the Fayette County Commission awarded the regional debris removal contract for Region 5 to **DRC Emergency Services, LLC.** as the lowest responsible bidder meeting bid specifications. Copies of all bids submitted in response to this bid offering are on file at the Association office. A copy of the bid submitted by DRC Emergency Services, LLC., including the Invitation to Bid, is attached hereto as Exhibit A and incorporated herein by reference. By executing this agreement, DRC Emergency Services, LLC. agrees to provide all services included in its bid, and under the terms and conditions set out in said Invitation to Bid, Bid Specifications, and accompanying documentation, including but not limited to those provisions specifically set out below.

GENERAL TERMS OF CONTRACT

As a result of the foregoing, this agreement is entered into pursuant to Code of Alabama 1975, § 41-16-50(b) between the Fayette County Commission, the awarding authority for Region 5 counties, through its chairperson, and DRC Emergency Services, LLC., hereinafter referred to as "Contractor", through the undersigned authorized agent, for debris removal services in all counties in Region 5 under the following terms and conditions:

1. Contractor agrees to provide any and all debris removal services in compliance with the provisions and requirements of the Invitation to Bid and Bid Specifications attached as Exhibit A to any and all counties in Region 5;
2. Contractor understands and agrees that it may be necessary to provide such services simultaneously in more than one county in the Region and that failure to provide such services in all counties at any time necessary shall be deemed a default of this agreement;
3. Both parties agree that only services specifically set out in Exhibit A shall be provided by the contractor under a Notice to Proceed, is attached hereto as Exhibit B and that such services shall be provided as set out therein;
4. Additionally, while most activities will take place in the unincorporated areas of the county, services may be performed within a political subdivision, public entities, or special districts at the direction of an activating county if the county and political subdivisions, public entities, or special districts have entered into a written memorandum of understanding that meets FEMA guidelines and regulations, whereby the

county agrees to assume responsibility for the removal of disaster-related debris on behalf of the political subdivisions, public entities, or special districts.

5. Contractor agrees to comply with the Services Activation Procedures included in the Bid Specifications by responding within 24 hours of receipt of a Notice to Proceed from any county in Region 5;
6. Contractor also agrees to comply with the Contract Activation Procedures and Notice to Proceed attached hereto as Exhibit B and incorporated herein by reference;
7. Contractor agrees to provide each County Engineer, County Administrator, and County EMA Director in Region 5 with proper contact information for delivery of a Notice to Proceed at the time of execution of this contract and where necessary, to provide updated information regarding same throughout the term of this agreement;
8. Contractor agrees to execute a payment and performance bond in the amount of \$2,500,000 at the time of execution of the contract made payable to the Fayette County Commission behalf of all counties in Region 5, which bond shall be called in on behalf of a county sending a Notice to Proceed in the event the Contractor fails to execute the performance bond required under this agreement upon receipt of a Notice to Proceed or fails to satisfy any other obligations under this agreement;
9. Contractor also agrees to execute a payment and performance bond made payable to an activating county equal to 100% of the estimated cost of a project conducted on behalf of any activating county in Region 5 upon receipt of a Notice to Proceed from the activating county before beginning work;
10. Contractor has provided proof of insurance as part of its bid and hereby agrees to maintain that general and professional liability insurance at all times throughout the terms of this agreement and to notify Fayette County immediately in the event there is a change in insurance coverage or insurance provider different from that submitted with the contractor's bid;
11. Both parties agree to comply with the Pricing and Payment Procedures set out in Exhibit A;
12. Both parties agree that all billing and payment processing will be handled as provided in Exhibit A and shall be handled directly between the contractor and the county in which debris removal services are provided pursuant to a Notice to Proceed received from the activating county;
13. Contractor agrees to exercise due care in the performance of all activities performed for an activating county and to be responsible for damages to any property caused by its equipment or workers at no expense to the activating county as provided in Exhibit A;
14. Contractor agrees to notify the activating county immediately of any damages to any property which occur during debris removal activities as provided in Exhibit A;
15. Contractor agrees to perform all debris removal activities in compliance with and consistent with the policies and publications of the Alabama Emergency Management Agency, Federal Emergency Management Agency, and Federal Highway Administration in effect at the time of the work being performed as provided in Exhibit A;
16. Contractor agrees that, as set out in Exhibit A, it will remove at least 30% of debris utilizing its own equipment and personnel within the 180-day time frame for completion of the project whenever providing services to a county in Region 5 pursuant to a Notice to Proceed;
17. Both parties agree that only work identified in the Scope of Services set out in Exhibit A shall be performed pursuant to this agreement and there shall be no change in scope of services performed or time frames for completion of the project;

18. Contractor agrees to be responsible for any and all corrective action and/or payment of any resulting fines or penalties required in response to any notices of violations issued by any federal, state, or local agency as a result of the Contractor's actions while conducting activities on behalf of the activating county as provided in Exhibit A;
19. Both parties agree that, as provided in Exhibit A, this contract may be renewed for a second and third year under the identical price, terms, and conditions upon mutual consent of both parties approved in writing by both parties no later than 90 days prior to the expiration of the existing contract;
20. Both parties agree that this contract shall be in full force and effect from **December 1, 2024 to November 30, 2025.**

WARRANTIES AND REPRESENTATIONS

The Contractor shall at all times during the term of this agreement 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 certifies that it is eligible to perform this contract under federal, state, and local 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.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

COMPLIANCE WITH FEDERAL LAW AND REGULATIONS

The Contractor shall at all times during the term of this contract comply with all applicable federal law and regulations for debris removal services in all counties in Region 5. Further, during the performance of this contract, the Contractor shall agree to the following federal laws and regulations:

41 C.F.R. Part 60-1.4(b) Compliance

During the performance of this contract, the contractor agrees as follows:

- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- 2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- 3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4) The Contractor will comply with all provisions of Executive order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Contract Work Hours and Safety Standards Act

- 1) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- 2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- 3) Withholding for unpaid wages and liquidated damages. The FEMA Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- 4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Clean Air Act

- 1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 2) The Contractor agrees to report each violation to Fayette County and the Association of County Commissions of Alabama and understands and agrees that the Fayette County Commission and the Association of County Commissions of Alabama will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- 1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- 2) The Contractor agrees to report each violation to the Fayette County Commission and the Association of County Commissions of Alabama and understands and agrees that the Fayette County Commission

and the Association of County Commissions of Alabama will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

- 3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Suspension and Debarment

- 1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 2) The Contractor must comply with 2 C.F.R.pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 3) This certification is a material representation of fact relied upon by Fayette County and the Association. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Region 5 Counties, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

- 1) The Contractor who applies or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a 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 any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Procurement of Recovered Materials

In the performance of this contract, the Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, J; 2 C.F.R. § 200.322; PDAT Supplement, Chapter V, 7. The Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

2 C.F.R. §200.321 Compliance

- 1) The Contractor agrees to comply with requirements under 2 C.F.R. §200.321. Contractor agrees, if subcontracts are to be let, to assure that minority businesses, women's business enterprises and labor surplus area firms are used when possible. The affirmative steps must include:
 - a. Placing qualifies small and minority businesses, and women's business enterprises on solicitation lists;
 - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - d. Establishing delivery schedules, where the requirement permits, which encourages participation by small and minority businesses, and women's business enterprises;
 - e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Access to Records

- 1) The Contractor agrees to provide Fayette County, Association of County Commissions of Alabama, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- 2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 3) The Contractor agrees to provide the FEMA Administrator, or his authorized representatives, access to construction or other work sites pertaining to the work being completed under the contract.

Department of Homeland Security Seal, Logo, and Flags

- 1) The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

Compliance with Federal Law, Regulations, and Executive Orders

- 1) The Contractor acknowledges that FEMA financial assistance will be used to fund this contract. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives in effect at time of activation.
- 2) The Contractor acknowledges the Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts

- 1) The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

PENALTIES, TERMINATION AND DEFAULT

Time is of the essence in providing the services required in this agreement as set out in Exhibit A. As such, the contractor shall be assessed liquidated damages in the amount of \$5000 per calendar day for each day in which contract activities extend beyond the maximum allowable time established.

This contract may be terminated by the awarding authority at any time for the convenience of the counties in Region 5 for any reason. Any county who has activated the services of the contractor through a Notice to Proceed agrees to pay the contractor for all work completed through the termination date.

This contract shall be terminated for cause if the Contractor defaults in the performance of any of the terms of this agreement, 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 an activating county within 24 hours of delivery of notice of said deficiency. Under the terms of this agreement, the contractor is in default if he or she fails to respond to a Notice to Proceed issued by any of the counties in Region 5 or fails to complete a project in any county in Region 5 after work has begun pursuant to a Notice to Proceed issued by said county. Fayette County and all counties in Region 5 retain 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. Any reasonable attorney's fee incurred in enforcing this contract will not exceed 5% of said contract price.

This contract is binding upon and insures to the benefit of the counties in Region 5 and is the whole agreement of the parties and governed by the law of the State of Alabama. There shall be no change orders or

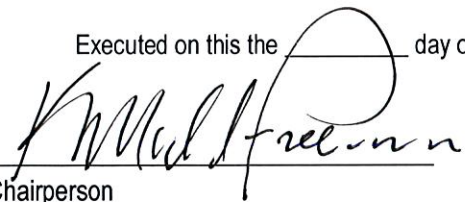
modifications of this agreement or services to be performed pursuant to Exhibit A by the Contractor or any of the counties in Region 5.

The contractor shall save and hold harmless all counties in Region 5, State of Alabama, the U.S. Government, their respective employees, officials and agents 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 agreement, 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.

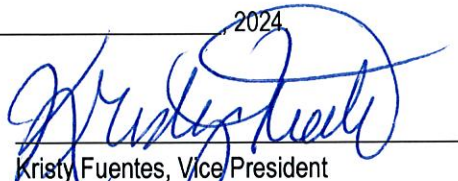
The debris removal services contractor shall further demonstrate compliance with, including but not limited to, the following in the **version that is effect at the time of the declared event**:

- FEMA Public Assistance Program and Policy Guide Version 4 (June 1, 2020)**
- FEMA Procurement Disaster Assistance Team (PDAT) Field Manual**
- Title 2 U.S. Code of Federal Regulations, Part 200**
- 41 C.F.R. Part 60-1.4 Equal Opportunity Clause**
- 29 C.F.R. §5.5(b) Contract Work Hours and Safety Standards Act**
- Clean Air Act and Federal Water Pollution Control Act**
- 2 C.F.R. part 180 and 2 C.F.R. part 3000 Suspension and Debarment Compliance**
- 31 U.S.C. § 1352 and 44C.F.R. Part 18 Byrd Anti-Lobbying Amendment (as amended)**
- Section 6002 Solid Waste Disposal Act**
- 31 U.S.C. Chapter 38 Program Fraud and False or Fraudulent Statements or Related Acts**
- Emergency Relief Manual (Federal-Aid Highways) (May 2013)**
- FEMA and Federal Requirements for Access to Records**
- Prohibition on Use of Department of Homeland Security Seal, Logo, and Flags**
- Compliance with Federal Law, Regulations and Executive Orders for FEMA Financial Assistance**
- State of Alabama Administrative Regulations for Public Assistance for State Managed Events in Compliance with Alabama Act 2009-342**

Executed on this the _____ day of _____, 2024



Chairperson
Fayette County Commission



Kristy Fuentes, Vice President
DRC Emergency Services, LLC.

BID SUBMITTAL FORM
Debris Removal Services Bid – Region 5

Company Name: DRC Emergency Services, LLC.

Address: 111 Veterans Blvd. Suite 1420 Metairie, LA 70005

Bid Submitted by: Kristy Fuentes
 (Name of company representative)

Title: Vice President, Treasurer, Secretary E-mail address: kfuentes@drcusa.com

Phone: (888) 721-4372 Fax: (504) 482-2852

BID PRICING							
Alabama County Joint Bid Program							
Disaster Debris Removal Bid for Region <u>5</u>							
ITEM	Est. QTY	DESCRIPTION	UNITS	UNIT PRICE		AMOUNT	
001.		Removal and Disposal of Eligible Vegetative Debris at Debris management site (see note no. 1)					
	N/A	Haul Range – 0 to <15 miles	Cubic	\$8.62		\$8.62	
	N/A	Haul Range – 15 to <30 miles	Yard	\$8.62		\$8.62	
	N/A	Haul Range – 30 to <60 miles		\$8.88		\$8.88	
	N/A	Haul Range – Greater than 60 miles		\$8.98		\$8.98	
002.		Removal and Disposal of Eligible Construction & Demolition (C&D) debris to approved Landfill (see note no. 1)	Ton/	Ton	CY	Ton	
		Haul Range – 0 to <15 miles				CY	
	N/A	Haul Range – 15 to <30 miles	*Cubic	\$82.50	\$18.86	\$82.50	\$18.86
	N/A	Haul Range – 30 to <60 miles	Yard only	\$83.50	\$19.36	\$83.50	\$19.36
	N/A	Haul Range – Greater than 60 miles	if no Scales Available	\$85.50	\$20.36	\$85.50	\$20.36
003.A	N/A	Air Curtain Burning Vegetative Debris At Debris management site (Including cost of Ash Removal & Disposal)	Cubic Yard	\$5.24		\$5.24	
003.B	N/A	Open Burning Vegetative Debris at Debris management site(Including cost of Ash Removal & Disposal	Cubic Yard	\$2.98		\$2.98	
004.	N/A	Chipping or Grinding Debris at Debris management site (Including cost of Reduced Debris Removal & Disposal)	Cubic Yard	\$6.48		\$6.48	

005.	N/A N/A N/A	Stump Extraction (see note no. 2) Diameter – larger than 24" to 36" Diameter – larger than 36" to 48" Diameter – larger than 48"	Each Stump	\$120.00 \$190.00 \$235.00	\$120.00 \$190.00 \$235.00
006.	N/A	Stump Fill Dirt (Fill dirt for stump holes after removal)	Cubic Yard	\$12.00	\$12.00
007.	N/A N/A N/A N/A N/A	Flush Cutting Hazardous Trees (see note no. 3 and 4) 6" – <12" diameter 12" – <24" diameter 24" – <36" diameter 36" – <48" diameter 48" diameter and up	Each Tree	\$75.00 \$140.00 \$165.00 \$180.00 \$220.00	\$75.00 \$140.00 \$165.00 \$180.00 \$220.00
008.	N/A	Trees with Hazardous Hanging Limbs (2" diameter limbs and up) Hazardous hanging limb removal	Each Tree	\$82.50	\$82.50
009.	N/A	Freon Recovery and Recycling	Each Unit	\$25.00	\$25.00
010.	N/A	Pick up and Disposal of "White Goods"	Each Unit	\$25.00	\$25.00
011.	N/A	Dead Animal Collection, Transport and Disposal	Per Pound	\$1.00	\$1.00
012.	N/A	Electronic Waste	Each Unit	\$25.00	\$25.00
013.	N/A	Household Hazardous Waste (HHW) HHW Removal and Disposal	Per Pound	\$8.95	\$8.95
014.	N/A	Waterway Debris Removal	Per Cubic Yard	\$68.50	\$68.50
015.	N/A	Sand and Silt Removal	Per Cubic Yard	\$14.00	\$14.00
016.	N/A	Vehicle Removal	Each	\$100.00	\$100.00
017.	N/A	Vessel Removal (Land)	Linear Foot	\$35.00	\$35.00
018.	N/A	Vessel Removal (Marine)	Linear Foot	\$80.00	\$80.00
019.	N/A	Biowaste Removal	Pound	\$8.00	\$8.00

Note No. 1: Haul distances shall be calculated using a straight-line distance from the loading area to the nearest approved reduction site or landfill. **Cubic Yard Payment is only approved if no scales are available at Landfill.**

Note No. 2: Stump/tree diameter measured 2 feet up from ground line.

Note No. 3: Flush cutting is defined as level to the ground line.

Note No. 4: Tree diameter measured 4.5 feet up from ground line.

**Stump Conversion Table
Diameter to Volume Capacity**

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

$$\frac{[(\text{Stump Diameter}^3 \times 0.7854) \times \text{Stump Length}] + [(\text{Root ball Diameter}^3 \times 0.7854) \times \text{Root Ball Height}]}{46656}$$

0.7854 is one-fourth Pi and is a constant.

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

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

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3.6
- Root ball height of 31"

Stump Diameter (inches)	Cubic Yards
6	0.3
7	0.4
8	0.5
9	0.6
10	0.7
11	0.9
12	1
13	1.2
14	1.4
15	1.6
16	1.8
17	2.1
18	2.3
19	2.6
20	2.9
21	3.2
22	3.5
23	3.8
24	4.1
25	4.5
26	4.8
27	5.2
28	5.6
29	6
30	6.5
31	6.9
32	7.3
33	7.8
34	8.3
35	8.8
36	9.3
37	9.8
38	10.3
39	10.9
40	11.5
41	12
42	12.6
43	13.3
44	13.9
45	14.5
46	15.2

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

By initialing beside each item set out below and signing this Bid Submittal Form, the bidder affirms that he or she understands the bid pricing requirements acknowledges that each of the following was taken into account in determining the above-stated bid prices:

The removal, pickup and disposal of stumps will be paid on the cubic yard basis, regardless of size or whether or not the stumps require extraction by the contractor

Bidder's Initials

P

Payment for the construction of the hazardous household waste containment area and for the removal and disposal of such waste shall be included in the unit price for hazardous household waste removal and disposal

P

The bid price for waterway debris removal shall include the additional labor and equipment costs required to retrieve the debris from the waterway

P

Payment for portable restroom facilities and payment for containment towers shall be included in the line items for Vegetative Debris Removal and Construction and Demolition Debris Removal

P

Payment for the preparation and operation of all vegetative debris management sites shall be included in the unit price for removal and disposal of eligible vegetative debris

P

Debris stockpiled at a debris reduction site prior to a "No Burn" order shall be paid at the unit price for open burning

P

Removal and recycling of freon from appliances and disposal of white goods shall be paid at the unit price for freon recovery and recycling

P

That the successful bidder will be responsible for all equipment rental and landfill and permit fees required for a project in any activating county in the region

P

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:

Bidder's Initials

Ability to activate simultaneously in each county in the region

Identify documentation attached Please see section "Ability to Manage Multiple Contracts" in our Statement of Qualifications (SOQ)

P

Ability to perform services as required by bid specifications

Identify documentation attached Please see SOQ and Technical Approach (TA)

P

Ability to activate adequate and properly trained personnel to perform services in compliance with AEMA, FEMA, and FHWA guidelines to ensure reimbursement to the fullest extent possible, if reimbursement is available

Identify documentation attached Please see Key Personnel and FEMA Expertise sections of SOQ

Record of past performance on other debris removal services contracts in compliance with **AEMA, FEMA, and FHWA guidelines**

Identify documentation attached Please see Project History section of SOQ, including Relevant Work Experience and 10 Year Past Performance, and FEMA Expertise

Financial ability to perform services required in an activating county under the payment procedures set out in the bid specifications

Identify documentation attached Please see Financial Strength & Stability section of SOQ

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

Identify documentation attached Please see Financial Strength & Stability section of SOQ, including sample Certificate of Liability Insurance

Ability to secure a payment and performance bonds upon receipt of a Notice of Activation by any or all of the counties in a region

Identify documentation attached Please see Financial Strength & Stability section of SOQ, including attached banking and surety bonding agent letters

Ability to post a performance bond at the time of execution of the contract as required in the bid specifications

Identify documentation attached Please see Financial Strength & Stability section of SOQ, including attached banking and surety bonding agent letters

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

Bidder's Initials

That the bid submitted meets the bid specifications

That, if determined to be the lowest responsible bidder, he or she will execute a contract with the awarding authority for this region on behalf of all counties in the region

That the bid prices set out on this Bid Submittal Form will be honored for all counties in the region for the period from **Dec. 1, 2024 to Nov. 30, 2025**

That the company will comply with all requirements and/or requests to confirm compliance with **Title 2 U.S. Code of Federal Regulations, Part 200; AEMA, FEMA, and FHWA guidelines and regulations; and all applicable local, state and federal law, rules, and regulations.**

That the company has the capability to provide services to all counties in region simultaneously

That the company listed above will respond to any **Notice of Activation** or **Notice to Proceed** within the time frame and under the procedures set out in the bid specifications



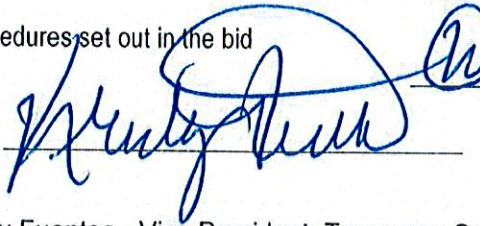
That the bidder will provide all bonding in the amounts and at the times required in the bid specifications



That the company will comply with the payment procedures set out in the bid specifications



Signature of company representative submitting bid:



Title: Kristy Fuentes - Vice President, Treasurer, Secretary

INVITATION TO BID DEBRIS REMOVAL SERVICES

NOTICE OF BID OPENING

NOTICE IS HEREBY GIVEN that the Association of County Commissions of Alabama ("Association"), which administers the Alabama County Joint Bid Program on behalf of Alabama's county governing bodies, shall receive and open bids for seven regional contracts to provide debris removal services for all counties in each of the seven regions set out below:

Region 1 – Choctaw, Clarke, Mobile, Monroe, Sumter, Washington

Region 2 – Baldwin, Coffee, Conecuh, Covington, Dale, Escambia, Geneva, Henry, Houston

Region 3 – Barbour, Bullock, Butler, Crenshaw, Dallas, Lowndes, Macon, Marengo, Montgomery, Pike, Russell, Wilcox

Region 4 – Autauga, Bibb, Chambers, Chilton, Coosa, Elmore, Hale, Lee, Perry, Tallapoosa

Region 5 – Cullman, Fayette, Greene, Lamar, Marion, Pickens, Tuscaloosa, Walker, Winston

Region 6 – Blount, Calhoun, Clay, Cleburne, Jefferson, Randolph, Shelby, St. Clair, Talladega

Region 7 – Cherokee, Colbert, DeKalb, Etowah, Franklin, Jackson, Lauderdale, Limestone, Lawrence, Madison, Marshall, Morgan

The bid opening will take place at the Association office beginning at 10:00 a.m. on Friday, November 15, 2024. Time is of the essence in submitting bids and only bids received in the Association office by 10:00 a.m. Central Time on Friday, November 15, 2024, will be opened and considered. Seven separate awards – one for each of the seven regions -- will be made pursuant to the procedures set out herein. Bidders and any other interested individuals are invited to attend the bid opening.

THE INVITATION PACKAGE

The invitation package for this bid offering includes: this Invitation to Bid, the written bid specifications for the regional debris removal services, and a Bid Submittal Form to be used in submitting a bid for each bid submitted. Bidders should verify that they have received all pages of the invitation package. If there are any omissions, the bidder should contact **Kenya Howard** in the Association office by mail, fax, or e-mail khoward@alabamacounties.org to request missing pages. It is the responsibility of the bidder to make this request in sufficient time to prepare and submit the bid in time for the bid opening. Bidders should carefully read and comply with all parts of the invitation package, including all attachments.

PREPARING AND SUBMITTING BIDS

All bids must be typed or handwritten in ink on the attached Bid Submittal Form. **A separate Bid Submittal Form shall be submitted for each bid and each region.** **The completed Bid Submittal Form for each bid shall be placed in front of and separated from all other documents included in the bid packet, such that it will be the first document viewed upon opening the bid packet.** Bids submitted in pencil and bids not submitted on the Bid Submittal Form **will not** be considered. All bids shall include all documentation requested in the bid specifications. Bids submitted without such documentation **will not** be considered. Only information contained on the attached Bid Submittal Form and accompanying required documentation will be considered in evaluating bids.

Each bid for one of the regions identified above must be submitted in a separate envelope with the Region Number clearly identified on the outside of the envelope. Envelopes containing a “no bid” shall also include the words “NO BID” on the outside of the envelope. Facsimiles and e-mails will not be accepted. Bids submitted by “Express/Overnight” services must be in a separate inner envelope or package sealed and identified as stated above. All bids must be received in the Association office prior to the bid opening. Bids received after the deadline will be returned unopened.

Each bidder may submit bids for one or more of the seven regions listed above. However, no bidder may be awarded a contract for debris monitoring services and debris removal activities in the same region. Any bidder submitting multiple bids shall provide information demonstrating it has the ability to provide all services in more than one region at any and all times throughout the contract period.

All sealed bids should be mailed or hand-delivered to:

ATTN: Patrick McDougald
Association of County Commissions of Alabama or ACCA
2 North Jackson Street, FL 7, Montgomery, Alabama 36104 (Physical Address)
P.O. Box 5040, Montgomery, Alabama 36103 (Mailing Address)

BIDDER QUALIFICATIONS

All bidders and all program participants must be in compliance with any applicable federal, state, county and municipal laws, regulations, resolutions, rules, and ordinances, including but not limited to, licensing, permitting, and taxation requirements. Proof of a general contractor's license as required by the General Contractors Licensure Board shall be included in all bids submitted. All bidders should be prepared to submit any additional evidence or documentation as proof that they are properly licensed and permitted under any applicable laws upon request. Additionally, all bidders shall provide proof that they are in compliance with the E-Verify requirements of Alabama's Immigration Law (Ala. Code § 31-13-1 et seq.).

BID AWARD

The following counties will serve as the awarding authority for one of the seven regions identified above: Region 1 – Clarke County; Region 2 – Houston County; Region 3 – Butler County; Region 4 – Elmore County; Region 5 – Fayette County; Region 6 – Calhoun County; and Region 7 – Etowah County. All bids will be awarded at a regular meeting of the county commission of these awarding authorities. Any and all bids submitted in compliance with this Invitation to Bid shall be considered, and award will be made for each region to the lowest responsible bidder meeting bid specifications as determined by the awarding authority in compliance with Alabama law and Alabama Emergency Management Agency (AEMA), Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA) regulations and guidelines for debris removal contracts and/or activities and all applicable federal laws and regulations.

As fully detailed in the attached bid specifications, this bid offering is for regional debris removal services which comply in all respects with AEMA, FEMA, and FHWA rules, procedures, guidelines for debris removal and disposal and all applicable federal laws and regulations. Throughout this Invitation to Bid and the attached 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. All bids will be reviewed and evaluated by a committee created for that purpose, which committee will make comments and recommendations to each awarding authority regarding the award. 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. The committee's evaluation of bids to determine the lowest responsible bidder meeting bid specifications may include any or all of the following:

- (1) Cost of services
- (2) The bidder's demonstration of ability to activate simultaneously in each county in the region
- (3) The bidder's demonstration of ability to perform services as required by bid specifications
- (4) The bidder's demonstration of ability to activate adequate and properly trained personnel to perform services in compliance with AEMA, FEMA, and FHWA guidelines and all applicable federal law and regulations to ensure reimbursement for debris removal activities, if reimbursement is available
- (5) The bidder's demonstration of past performance on other debris removal services contracts in compliance with AEMA, FEMA and/or FHWA guidelines
- (6) The bidder's demonstration of financial ability to perform services required in an activating county under the payment procedures set out in the bid specifications
- (7) 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
- (8) Ability to secure a payment and performance bonds upon receipt of a Notice of Activation by any or all of the counties in a region
- (9) Ability to post a performance bond at the time of execution of the contract as required in the bid specifications

All information provided by the bidder related to the items listed above shall be attached to the Bid Submittal Form as provided in the instructions on that form. It is the bidder's responsibility to provide, with its Bid Submittal Form, information to adequately and accurately reflect its ability to effectively carry out the requirements of the region-wide contract.

Each awarding authority reserves the right to reject any and all bids, to waive any informality in bids, and to accept in whole or in part such bid or bids solely at its discretion.

CONTRACT WITH SUCCESSFUL BIDDER

The successful bidder for each region will be required to execute a written contract with the awarding authority acting on behalf of all counties in that region and only counties in that region, which contract will bind the successful bidder to terms requiring compliance with all items required in these bid specifications. The contract period will be from **December 1, 2024 to November 30, 2025**, with an option to renew for a second and third year under identical price, terms, and conditions upon the mutual consent of the successful bidder/debris removal services contractor and the awarding authority. Any renewal contract shall be approved in writing by the successful bidder/debris removal services contractor and the awarding authority no later than 90 days prior to the expiration of the existing contract.

CONTACT REGARDING BIDS AND INVITATION

Any questions or problems related to downloading or obtaining copies of this Invitation to Bid or the specifications should be directed to **Kenya Howard** at khoward@alabamacounties.org or 334-263-7594.

Any questions or requests for additional information regarding this invitation or the following bid specifications shall be submitted **in writing** no later than five (5) days prior to bid opening to:

ATTN: Patrick McDougald
Association of County Commissions of Alabama
P.O. Box 5040
Montgomery, Alabama 36104

OR

Patrick McDougald
Email: pattymackdaddy@gmail.com
Cell: 334-360-3846

Contact initiated by a potential bidder with a county official, county employee, or member of the Association staff shall only be as specifically set out in this Invitation to Bid. Any other contact with a county official or employee or with the Association initiated by a potential bidder regarding this bid between the date of this invitation and the date of bid award shall be deemed as an attempt to unduly influence the bid award and shall be grounds for rejection of the bid submitted by the bidder initiating such other contact.

2024-2025 ACCA Debris Committee Methodology for Debris Removal Bid Awards

Meeting Bid Specifications as outlined in the Debris Removal Invitation to bid.

Bonding Capacity

The Committee developed a minimum required bonding capacity for each region based on past experience as follows:

Region 1 & 2: \$150,000,000

Regions 3, 4, 5: \$50,000,000

Regions 6 and 7: \$75,000,000

Bids were awarded to the lowest responsible bidder for each region meeting the minimum bonding requirements for that region.

BID SPECIFICATONS

INTRODUCTION

The Association administers the Alabama County Joint Bid Program. This program is a service the Association provides to its members that allows for joint bidding on certain equipment and services for the individual counties. The program, which fully complies with the Alabama competitive bid law, allows Alabama's 67 counties the option of purchasing goods and services which have been competitively bid as required by law without the need to individually bid those goods and services. The program is strictly voluntary meaning that no participating county is required to purchase goods and services available under the program, but the program frequently allows counties the best available goods and services at the best available price.

Natural disasters in Alabama have shown the need to have pre-event debris removal services contracts available for each county to provide debris removal activities necessary as a result of a disaster within one or more counties in Alabama. Therefore, the Association, through the Alabama County Joint Bid Program, has developed this bid offering to award contracts for these services in the seven separate geographical regions around the state as identified in the Invitation to Bid. All counties named in this bid offering have adopted a resolution to participate in this program for their region and to allow the awarding authority for their region to award a bid and execute a contract on behalf of the counties in that region and only counties in that region.

The Association staff has worked with the AEMA and a committee of county emergency management agency directors and county engineers to develop these bid specifications in compliance with AEMA, FEMA guidelines and regulations, FHWA guidelines and regulations, and applicable federal laws and regulations. The primary purposes of this bid offering for regional debris removal and disposal services are to contract for:

- (1) the removal of all eligible disaster-generated debris from a county's right of way as directed by the activating county and
- (2) the proper disposal of all eligible disaster-generated debris

While it is anticipated that these debris removal 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.

Additionally, while most activities will take place in the unincorporated areas of the county, services may be performed within other political subdivisions, public entities, or special districts at the direction of an activating county if the county and other political subdivisions, public entities, or special districts have entered into a written memorandum of understanding that meets FEMA guidelines and regulations and federal laws and regulations, whereby the county agrees to assume responsibility for the removal of disaster-related debris on behalf of the other political subdivisions, public entities, or special districts.

It is a requirement of this bid offering that the successful bidder be able to provide the services set out in these bid specifications in full compliance with all AEMA, FEMA and FHWA guidelines and regulations and federal law and regulations applicable at the time work is performed to ensure reimbursement, if

reimbursement is available. **Any conflict with the language included in these specifications shall be construed to comply with FEMA requirements.**

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

SERVICES ACTIVATION PROCEDURES

Any county within a region as identified in the Invitation to Bid shall be authorized under the terms of the contract between the region's awarding authority and the successful bidder ("debris removal services contractor" or "contractor") to activate the contract in the event of a disaster in the county warranting the need for debris removal and/or disposal activities. No county in a region shall be required to activate the services of the debris removal services contractor. However, in the event a county within the region desires to utilize the services of the debris removal services contractor, the county will forward to the contractor a written **Notice of Activation** on a form prepared for that purpose. Upon receipt of the Notice to Activation, the debris removal services contractor shall provide the activating county with required bonds, work plan, proof of training, and all necessary environmental and regulatory permits. The work plan shall detail, to the satisfaction of the activating county, a 7- and 14-day projection of activities including planned temporary and final disposal sites. The work plan shall be updated every week throughout the project period. The activating county may prioritize areas where the contractor shall perform specified activities.

Each bidder shall include with his or her Bid Submittal Form complete and adequate contact information for transmitting the Notice of Activation to the debris removal services contractor. Project communication contacts for the activating county shall be detailed in the **Notice of Activation** delivered by the activating county.

Once all necessary items have been submitted to the satisfaction of the activating county, a **Notice to Proceed** will be issued to the contractor. The debris removal services contractor will be required to respond to the **Notice to Proceed** within 24 hours of its receipt and to activate its forces as soon as weather allows as directed by the activating county. Once notified to proceed, the debris removal services contractor shall provide the services set out in these bid specifications to the extent necessary to meet the needs of the county.

The debris removal services contractor must be able to provide the minimum services included in these bid specifications upon activation and must be prepared to place project personnel, including a **project manager**, in the activating county within 24 hours of receipt of the written **Notice to Proceed**. The debris removal services contractor shall be responsible for coordinating with these designated county representatives to ensure compliance with the 24-hour mobilization requirement is met.

All activities conducted for the activating county shall be performed during daylight hours. The contractor may work seven days per week, including holidays. However, the activating county may suspend all operations due to inclement weather.

TRAINING REQUIREMENT

The debris removal 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 AEMA, FEMA, and FHWA requirements**, and where possible or required by AEMA, FEMA, or FHWA rules or regulations, shall involve personnel from either or both of these agencies. Proof of training shall be provided to the activating county when responding to a Notice of Activation. **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.**

LOCATION OF DEBRIS REMOVAL SITES

The debris removal services contractor shall be required to remove debris from all areas identified by the activating county as included in the **Notice of Activation** and other direction from the activating county. This may include the removal of debris from county roads, federal aid highways, state roads, county-maintained public property, and/or drainage easements. This may also in some instances include the removal of debris from private property, but only if the disaster triggers the activation of private property debris removal (PPDR) and only if specifically authorized by the activating county. **The activating county may limit the scope or type of debris to be removed by the contractor. The debris removal services contractor shall not perform any work in an area that has not been specifically assigned to the contractor by the activating county.**

The contractor shall make as many passes through the locations where debris is to be removed as are necessary and as directed by the activating county. There shall be up to three passes with a minimum of one weekend between each pass; provided, however, the contractor shall complete each pass over all locations in the county prior to beginning the next pass. The contractor shall not move from one designated work area to another designated work area without prior approval from the activating county. The scheduling of passes will be coordinated and approved by the designated county representative.

DEBRIS LOCATION SITE PREPARATION AND MANAGEMENT

The debris removal services contractor shall be responsible for all vehicular and pedestrian traffic control at all debris removal location sites, which shall be accomplished in conformance with the latest edition of the Manual on Uniform Traffic Control Devices. The contractor shall provide all flag persons, signs, traffic control and other equipment to necessary personnel working at the site. At least one flag person shall be posted at each approach to the work area. Work performed without proper traffic control being in place shall not be subject to reimbursement by the activating county.

Closure or blocking of public streets and other rights of way shall not be permitted unless prior arrangements have been made with the activating county and the closures are coordinated with county personnel as directed by the activating county.

Prior to performing any work at a debris removal location site, the debris removal services contractor shall contact Alabama Line Locate and any other utility company for the purpose of identifying utility lines and components in advance of work.

SCOPE OF SERVICES

The bidder must demonstrate in its bid documents that the debris removal services it shall be capable of performing includes each of the following services in compliance with all AEMA, FEMA, and FHWA guidelines and regulations and applicable federal law and regulations to any of the counties in the region for which the contract is awarded. As there may be a need for simultaneous performance of services of the contract in more than one county in the region at the same time, the successful bidder must demonstrate the ability to provide each of these services simultaneously on a regional basis. The scope of services as described below shall be considered minimum standards to meet in submitting bids and/or providing services in the event the bidder is awarded the regional debris removal services contract under this bid offering.

Bidder shall demonstrate that it is experienced and knowledgeable in handling and executing disaster debris removal in compliance and consistent with the policies, publications, guidelines and regulations of the **AEMA, FEMA, and FHWA, and FHWA and all applicable federal law and regulations in effect at the time of the work being performed**. Throughout these bid specifications, any reference to **FEMA** shall also mean **FHWA compliance** when the circumstances dictate, such as when sites eligible for emergency relief work are involved. The debris removal services contractor shall further demonstrate compliance with, including but not limited to, the following in the **version that is effect at the time of the declared event**:

FEMA Public Assistance Program and Policy Guide Version 5(Currently in Draft Versiion)
FEMA Procurement Disaster Assistance Team (PDAT) Field Manual
Title 2 U.S. Code of Federal Regulations, Part 200
41 C.F.R. Part 60-1.4 Equal Opportunity Clause
29 C.F.R. §5.5(b) Contract Work Hours and Safety Standards Act
Clean Air Act and Federal Water Pollution Control Act
2 C.F.R. part 180 and 2 C.F.R. part 3000 Suspension and Debarment Compliance
31 U.S.C. § 1352 and 44C.F.R. Part 18 Byrd Anti-Lobbying Amendment (as amended)
Section 6002 Solid Waste Disposal Act
31 U.S.C. Chapter 38 Program Fraud and False or Fraudulent Statements or Related Acts
Emergency Relief Manual (Federal-Aid Highways) (May 2013)
FEMA and Federal Requirements for Access to Records
Prohibition on Use of Department of Homeland Security Seal, Logo, and Flags
Compliance with Federal Law, Regulations and Executive Orders for FEMA Financial Assistance
State of Alabama Administrative Regulations for Public Assistance for State Managed Events in Compliance with Alabama Act 2009-342

In addition to the compliance requirements above, the debris removal services contractor shall comply with requirements under **2 C.F.R. §200.321**. The awarded contractor agrees, if subcontracts are to be let, to assure that minority businesses, women's business enterprises and labor surplus area firms are used when possible. The affirmative steps must include:

- a. Placing qualified small and minority businesses, and women's business enterprises on solicitation lists;

- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourages participation by small and minority businesses, and women's business enterprises;
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Except by written consent and agreement of the activating county, the debris removal services contractor is expected to complete all activities for an activating county within 180 days of the date of a declaration of emergency or disaster or, if there is no emergency or disaster declaration, within 180 days of the issuance of the Notice to Proceed. All work, including site restoration prior to close-out, shall be completed within 60 calendar days after receiving notice from the activating county that the last load of debris has been delivered unless there is a written extension of time granted by the activating county. No changes in scope of work or time frames for completion will be allowed except as specifically authorized in the contract executed between the debris removal services contractor and, where applicable, approved by **AEMA, FEMA, and FHWA**. **The contract shall provide for the assessment of liquidated damages in the amount of \$5000 per calendar day for each day in which contract activities extend beyond the maximum allowable time established.**

Project Management and Work Forces

The debris removal services contractor shall provide all management, supervision, labor, materials, and equipment necessary for the efficient and effective removal, disposal and reduction of all eligible debris. This shall include, at a minimum, a **project manager**, an adequate number of workers acting under the direction of the project manager, and proper and sufficient equipment and materials to accomplish the functions of the contract. All workers, including contract workers, shall report to and work under the supervision of the project manager.

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. The debris removal services contractor may use contract labor for this function and is encouraged to employ local residents and subcontractors in the activating county. However, the bidder shall document in his or her bid that his or her company can, through the use of company personnel and equipment, remove at least 30% of debris utilizing the bidder's own equipment and personnel within the 180-day time frame for completion of the project.

Project Manager

The debris removal services contractor shall have a **project manager** assigned to the county at the time of contract activation and shall provide the activating county with adequate contact information regarding this person in its initial response to the Notice of Activation. **The bidder must demonstrate in his or her bid documents that he or she will be able to assign a project manager to an activating county 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, FEMA, and FHWA related issues.**

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

- (1) meet with designated personnel from the activating county immediately upon receipt of the **Notice of Activation** to discuss the scope of services expected
- (2) remain within the activating county during all work hours throughout the length of the project
- (3) schedule and coordinate daily debris removal activities with designated county personnel and debris monitoring personnel and provide planning for future operations pertinent to the specific event requiring the debris removal activities
- (4) attend and participate in meetings and press conferences with designated county personnel as determined necessary by the activating county
- (5) oversee and supervise all debris removal and disposal activities throughout the project
- (6) regularly communicate with designated county and monitoring services contractor personnel to keep the county informed of all aspects of the debris removal and disposal activities
- (7) provide input to the activating county to improve efficiency of collection and removal of debris
- (8) 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

Safety Officer

The debris removal services contractor shall have a safety officer assigned to a project in any activating county to ensure work site conditions and equipment are safe and operable and that all workers are performing all activities in a safe manner. The safety officer may be the contractor's **project manager**, but he or she shall be able to dedicate the appropriate time to issues of safety as deemed necessary by the activating county to **ensure safe work conditions and practices in all work areas.** The safety officer shall be available in person to designated county personnel at any time during the project. **The activating county may require the contractor to appoint a new safety officer if the county determines the contractor is not adequately addressing safety concerns. The activating county may also cease work of the contractor if it determines safety concerns are not being addressed in a timely and sufficient manner.**

Environmental Permits, Fees, and Protections

The debris removal services contractor is responsible for obtaining all necessary and applicable environmental and regulatory permits prior to commencing any debris removal or disposal activities, including burning. Copies of all documentation evidencing proper permitting and approval shall be provided to the activating county before any activities begin.

The debris removal services contractor shall be responsible for dust control and all other environmental safeguards and protections as necessary. All such safeguards and protections shall comply with federal and state laws and regulations regarding the same.

Eligible Debris Removal

The debris removal services contractor shall be responsible for clearing, separating, and removing any and all eligible debris from all locations identified by the activating county using the procedures set out in these bid specifications. Services shall include at a minimum each of the following:

- (1) Examining and sorting debris into separate categories
- (2) Loading the sorted debris onto appropriate equipment hauling and
- (3) Hauling the eligible, sorted debris to an appropriate, approved reduction and/or disposal site

The debris removal services contractor shall only be authorized to clear, separate, and remove eligible debris as directed by the activating county and shall only be paid by the activating county for removal of eligible debris. The debris removal services contractor shall document ineligible debris left at a debris removal location and shall notify the designated county representative immediately of any ineligible debris placed at the right of way for collection.

“Eligible debris” is all disaster-related debris located on county roads, rights of ways, federal aid highways, state roads, county-maintained public property, and/or drainage easements provided:

- (1) **The debris complies with current or future AEMA, FEMA, and FHWA debris eligibility guidelines and regulations**
- (2) **The removal of the debris is the legal responsibility of the activating county and**
- (3) **The debris presents an immediate health and safety threat to the general public or to the users of an eligible public facility. Document Hangers and Leaner’s with photographs from a perspective showing their danger to the traveling public.**

The types of eligible debris which the contractor may be required to remove include, at a minimum, each of the following:

- (1) **Trees and limbs**
- (2) **Stumps**
- (3) **Construction and demolition debris**
- (4) **Scattered displaced debris**
- (5) **Household hazardous waste**
- (6) **Vegetative debris**
- (7) **White goods**
- (8) **Electronic waste**
- (9) **Waterway debris**
- (10) **Sand and silt**
- (11) **Vehicles**
- (12) **Vessels**
- (13) **Biowaste**

There are special rules and procedures for the removal and/or disposal of certain types of eligible debris as set out in these bid specifications. **The debris removal services contractor shall at all times comply with these procedures and all AEMA, FEMA, and FHWA guidelines and regulations related to same.**

Debris Removal Procedures

The debris removal services contractor shall perform all debris removal services necessary as **directed by the activating county**. The activating county may limit the services to be performed by the debris removal services contractor. All work shall be accomplished in a safe manner in accordance with state and county standards and guidelines and all debris removal work areas shall be left clear of debris and as clean as reasonable and practical before the contractor leaves the area.

The activating county may periodically inspect any and all debris removal locations, verify quantities of debris collected, and review debris removal activities of the contractor.

All work shall be conducted in such a manner that will not interfere with the disaster response and recovery activities of federal, state, and local governments or agencies, or of any public utilities. **The contractor shall only perform services authorized by the activating county. Additionally, the contractor shall not enter onto private property for debris removal activities conducted on behalf of the activating county and shall not solicit work from private citizens or others while performing services for the activating county.**

The following procedures will be utilized by the debris removal services contractor for each of the categories of debris and work set out below.

Trees, Limbs, and Stumps

The debris removal services contractor shall be responsible for cutting down and removing hazardous trees, limbs, and stumps that qualify as eligible debris under **AEMA, FEMA, and FHWA guidelines and regulations. Prior approval of AEMA, FEMA, and FHWA may be required.**

Eligible, approved uprooted trees with exposed roots shall be removed in their entirety with the stump hole back-filled with approved material. Holes present as a result of uprooted trees in the public right of way shall be back-filled to ground level with approved soil.

Partially uprooted stumps on improved public property or rights of way with 2 feet or larger in diameter measured 2 feet above the ground that create an immediate threat to life, public health, and safety shall be removed. Stumps which must be extracted by mechanical means shall be addressed on a case-by-case basis by the activating county and, where applicable, only after AEMA, FEMA, and FHWA has approved the extraction. Stumps that are not eligible for reimbursement shall be flush cut to the ground. Stumps shall be hauled separately from other debris and individually measured by the activating county for conversion to cubic yards using the attached Stump Conversion Table.

Leaning or fallen trees which extend onto the public right of way or roadway from private property, and which are at risk of falling onto the roadway or across a fence line shall be removed by cutting the tree at the property line or at the edge of the right of way. Only that part of the debris that lies within the right of way shall be removed. Standing dead trees are **not** eligible for removal.

Hazardous tree limbs two inches or greater in diameter that are still hanging in the tree (tree hangers) and are threatening a public use area, such as a trail, sidewalk, road, etc. are considered eligible debris and shall be cut down. **The hazardous situation must be documented to current FEMA Policies and Procedures.**

Construction, Demolition, and Scattered Displaced Debris

The debris removal services contractor shall remove construction, demolition, scattered displaced debris, and homeowners' debris placed within the activating county's right-of-way areas. Construction and household debris should not be mixed with vegetative debris or appliances, hazardous and toxic waste. Household garbage shall **not** be collected.

Household Hazardous Waste (HHW)

Material classified as household hazardous waste shall be segregated from all other debris using a method which will allow the remaining non-household hazardous waste debris to be processed separately. Designated county personnel shall be notified immediately when household hazardous waste is found. All household hazardous waste debris will be moved and placed in the designated household hazardous waste containment area at the appropriate disposal site.

Vegetative Debris

The debris removal services contractor shall perform vegetative debris reduction by **open burning** whenever possible. **Contractor shall obtain a burn permit and have proper access to the burn site.** Preparation and operation of the site for burning shall meet all safety standards and recommendations by local and state officials with applicable responsibilities. Ash from the burning of the vegetative debris shall be tested as prescribed by the appropriate regulatory agency. If test results allow, ash shall be land-applied to the burning site and incorporated into the soil by tilling. However, if the test results require, the ash from burning shall be loaded and transported to an approved landfill for disposal. In the event regulatory restrictions or other circumstances preclude open burning as the method of vegetative debris reduction, the contractor shall accomplish vegetative debris reduction by **air curtain incineration, chipping, and/or grinding as directed by the activating county. No burning shall be performed in residential areas. The activation county shall be the ultimate decision maker when determining whether an area is considered residential for the purposes of this section.**

White Goods

The debris removal services contractor shall collect and dispose of eligible white goods in compliance with all applicable federal, state and local laws and regulations. White goods include appliances such as refrigerators, freezers, stoves, washers, dryers, hot water heaters, and dishwashers.

Electronic Waste

The contractor shall collect and dispose of eligible electronic waste in a manner complying with all applicable federal, state and local laws, rules, and regulations. Electronic waste means electronic products placed at the right of way, including but not limited to televisions, computers, computer peripherals (e.g., monitors and keyboards), audio and stereo equipment, VCRs, DVD players, video cameras, telephones, cellular phones and other wireless devices, fax and copy machines, and video game consoles.

Waterway Debris Removal (As defined above as "Eligible Debris")

The debris removal services contractor shall be responsible for the removal of debris from canals, rivers, creeks, and streams. Once the debris is retrieved and measured by cubic yard, then disposal and payment for the disposal will depend on the type of debris retrieved.

Sand and Silt Removal

Where applicable, the debris removal services contractor shall be responsible for the recovery, loading, and the disposal of sand, silt, mud, dirt, and rock deposited on the activating county's right of way or public property.

Vehicle Removal

The debris removal services contractor shall be responsible for the recovery, loading, determination of ownership, and disposal of vehicles deposited on the activating county's right of way or public property.

Vessel Removal

The debris removal services contractor shall be responsible for the recovery, loading, determination of ownership, and disposal of vessels deposited on the activating county's right of way, waterways, or public property.

Biowaste

The debris removal services contractor shall be responsible for the removal and disposal of waste capable of causing infection to humans such as animal waste, human blood and pathological waste. Material which is found to be classified as biowaste shall be reported immediately to designated county personnel. This material shall be segregated from the remaining debris using a method which will allow the remaining non-biowaste debris to be processed separately.

Debris Disposal Sites and Procedures

The disposal of all debris removed from a debris location site shall be the responsibility of the debris removal services contractor. **All debris shall be disposed in compliance with applicable federal, state, or local laws, rules, regulations, or guidelines providing for proper disposal of the particular type of debris.**

The debris removal services contractor shall be responsible for securing staging, reducing and disposal sites for the disposal of all debris collected, with one site identified as the primary debris management site. The contractor shall submit to the activating county a listing and location map for all proposed staging, reducing and disposal sites. All disposal sites, including the primary debris management site, shall be approved in writing by the activating county prior to use of any disposal site.

The contractor shall be responsible for obtaining all necessary and applicable permits for each disposal site and for payment of any and all landfill disposal fees necessary for proper final disposal of collected debris. The contractor is also responsible for returning the primary debris management site to pre-disaster conditions upon project completion.

The contractor shall provide inspection towers at all debris management sites and at all approved disposal sites. This tower shall be constructed such that debris removal monitors can see the bed when empty and fully view the debris load (at least **15-feet** above the existing ground surface), for the purpose of establishing the loaded volume. The inspection tower shall be constructed to meet all local, state and

federal safety requirements and be constructed to the U.S. Army Corp of Engineers' (USACE) standards for inspection towers. The contractor shall remove and dispose of the inspection towers following completion of the debris removal.

The contractor shall provide portable restroom facilities at all approved disposal sites.

The debris removal services contractor shall construct a household hazardous waste containment area consisting of an earthen berm with a non-permeable liner at all disposal sites where such debris will be transported. The containment area shall be covered at all times with a non-permeable cover.

The debris removal services contractor shall be responsible for managing all disposal sites, including the primary debris management site. The daily operation of all disposal sites shall coincide with hauling operations during daylight hours, 7 days per week. Management and execution of burning operations will be 24 hours per day, 7 days per week, unless directed otherwise by designated county personnel or as otherwise required by law or regulation.

Other management responsibilities will include, but are not limited to:

- (1) providing all weather road access for debris trucks,
- (2) providing dust control,
- (3) providing fire prevention treatments to the site,
- (4) providing site security,
- (5) managing the volume of debris in an orderly and safe manner, and
- (6) stockpiling of material.

RESPONSIBILITY FOR DAMAGE AND VIOLATIONS

The debris removal services contractor shall exercise due care in the performance of all activities to minimize any damages to trees, shrubs, landscaping and public or private property. The contractor shall be responsible for damages to any property caused by its equipment or workers at no expense to the activating county. **The activating county shall be notified immediately of any damages which occur during debris removal activities conducted by the contractor.**

The debris removal services contractor shall be responsible for any and all corrective action required in response to any notices of violations issued by any federal, state, or local agency as a result of the contractor's actions while conducting activities on behalf of the activating county. All corrective actions shall be taken at the contractor's expense. Additionally, the contractor shall be solely responsible for the payment of any fines or penalties resulting from any such violations.

EQUIPMENT

All equipment to be utilized by the debris removal services contractor shall comply with all applicable federal, state, and local rules and regulations and shall be inspected and approved by the activating county prior to use. The debris removal services contractor shall provide all labor and materials necessary to fully operate and maintain all equipment to be utilized. Additionally, all equipment must meet the following minimum standards:

- (1) All loading equipment shall be able to operate from the road using buckets and/or booms and grapple devices to remove and load the debris
- (2) All trucks and other equipment shall be equipped with back-up alarms
- (3) Any truck or trailer used to haul debris must be mechanically loaded and be capable of rapidly dumping its load without the assistance of other equipment
- (4) "Hand loading" of trucks and trailers is prohibited
- (5) Sideboards or other extensions to the bed of trucks shall meet all applicable rules and regulations, shall cover the front and both sides, and shall be constructed in a manner to withstand severe operating conditions
- (6) Sideboards shall be constructed of 2" by 6" boards or greater and not extend more than two feet above the metal bedsides
- (7) All trailers shall have a metal-framed exterior and a minimum of 5/8" plywood (not wafer board) interior walls
- (8) All equipment used to haul debris shall be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity
- (9) Plastic webbing is not acceptable for a tailgate
- (10) All hauling equipment shall be measured and marked for its load capacity
- (11) Loading equipment shall be rubber-tired and sized properly to fit loading conditions

All trucks and other heavy equipment utilized by the contractor shall be equipped with signs attached to both sides of the equipment which contain the following information:

- (1) Company Name
- (2) Truck Number
- (3) Cubic Yardage
- (4) Inspector's Name and Date

Magnetic signs are not permitted.

The debris removal services contractor shall allow inspection by the activating county of all trucks, trailers, or containers that will be used for hauling debris prior to commencing any debris removal activities and shall notify the activating county each time a new truck, trailer or container is to be used. Each truck or trailer shall be measured to determine the load capacity, which capacity shall be clearly displayed on the truck or trailer at all times. The contractor shall not allow the capacity of debris

loaded on any truck or trailer to exceed 100% of the measured volume. The activating county may re-measure all equipment at any time.

If the debris removal services contractor plans to rent equipment for any of the debris removal activities set out in these bid specifications, he or she shall provide the activating county with an Equipment Rental Schedule, which shall include operators for initial emergency clearing of roads, streets, and public rights of way. All hourly equipment rates shall include the cost of the operator, supervision, maintenance, fuel, repairs, overhead, profit, insurance, and any other costs associated with the equipment and personnel. All hourly manpower rates shall include the cost of protective clothing, including hard hats and steel toed boots, fringe benefits, hand tools, supervision, transportation, and any other costs. The activating county may terminate the equipment rental work at any time.

There shall not be a minimum number of hours guaranteed for use of rental equipment for initial emergency clearing of roads, streets, and public rights of way. The contractor will be reimbursed for the cost of equipment rental based on number of verified hours worked, not to exceed 70 hours per piece of equipment or worker for this initial emergency period.

REPORTING REQUIREMENTS

The debris removal services contractor shall be required to keep complete and accurate records of all activities as set out in these bid specifications. **Load tickets shall be used for all debris removal and disposal activities and daily reports shall be filed as set out herein.**

Debris Removal Site Documentation

The debris removal services contractor shall document conditions at all debris removal locations prior to beginning work at the area. **Documentation shall include photographs and/or video tape of the location. All photographs and video footage shall be taken from a prospective showing a threat to public safety and/or hazard. Additionally, the contractor shall document with photographs and /or video tape all items left at the debris removal location at the time the contractor leaves the area. Failure to accurately depict the site conditions prior to debris removal activities may result in the debris contractor not receiving reimbursement from the activating county for the subject work.**

Load Tickets

The debris removal services contractor shall utilize load tickets for recording the cubic yard volume of debris removed from a debris removal location. Any item paid by weight shall indicate tare and gross weight for the load. Load tickets to be utilized shall be submitted to the activating county for approval prior to beginning work on a project.

The load ticket shall be sequentially numbered with a minimum of four-parts and shall contain the following information:

- (1) Ticket Number
- (2) Contractor Name
- (3) Sub-Contractor Name
- (4) Date
- (5) Truck or Roll-off Number

- (6) Truck Capacity
- (7) Point of Debris Collection
- (8) Point of Debris Disposal
- (9) Loading Departure Time
- (10) Disposal Site Arrival Time
- (11) Percent of Load
- (12) Actual Debris Volume
- (13) Debris Eligibility
- (14) Debris Classification
- (15) Tare and gross weight, where applicable

Designated personnel from the activating county or debris monitoring services contractor shall distribute load tickets to the debris removal services contractor prior to transportation of debris from the debris removal location after verifying the hauler and equipment, type of debris to be collected, percentage of truck capacity, and the actual cubic yards of eligible debris. The original load ticket shall be retained by the designated county personnel or debris monitor contractor at the primary debris management disposal site and the remaining copies shall be distributed as follows:

- (1) One part to the designated county personnel or debris removal monitor at the loading site
- (2) One part to the designated county personnel or debris removal monitor at the debris management site/disposal site upon arrival of the hauling equipment
- (3) One part to the hauler when exiting the debris management site after unloading debris

All load tickets shall be submitted with the debris removal services contractor's daily report.

Daily Reporting

The debris removal services contractor shall submit a daily report to the activating county throughout the length of the project utilizing the Daily Haul Record provided for that purpose. Each report shall contain, at a minimum, the following information:

- (1) Contractor's Name and Contract Number
- (2) Daily and cumulative totals of debris hauled to each identified volume reduction site
- (3) Daily and cumulative totals of debris hauled to identified permitted landfills
- (4) Daily and cumulative totals of debris processed at a disposal site
- (5) Type of debris hauled

Discrepancies between the daily report and corresponding load tickets shall be reconciled no later than the following day after the discrepancy is identified.

BONDING AND INSURANCE

All bidders shall provide adequate documentation to demonstrate ability to satisfy the following requirements related to insurance, bonding, and payment of liquidated damages:

General and Professional Liability Insurance

The debris removal services contractor shall maintain such general and professional liability insurance as will protect the contractor and any activating county from any claims for workmen's compensation and from claims for damage and/or personal injury, including death, which may arise from operations under the regional contract executed. Such insurance shall also cover any financial loss to the activating county as a result of the denial of AEMA, FEMA, and FHWA reimbursement due to the errors and/or negligence of the debris removal services contractor. Such insurance shall be written by companies authorized to do business in Alabama.

Proof of insurance with the following minimum coverage shall be included with each bid submitted by the debris removal services contractor:

General Liability:

\$2,500,000 - Bodily injury and property damage combined occurrence

\$2,500,000 - Bodily injury and property damage combined aggregate

\$2,500,000 - Personal injury aggregate

Automobile Liability:

\$2,500,000 - Bodily injury and property damage combined coverage

Any automobile including hired and non-owned vehicles

Statutory Workers Compensation as required under Alabama law

Employers Liability:

\$250,000 - Limit each occurrence

Umbrella Coverage:

\$2,500,000 - Each occurrence

\$2,500,000 - Aggregate

Payment and Performance Bonds

The debris removal services contractor shall be required to execute a performance bond equal to 100% of the estimated cost of a project conducted on behalf of any activating county upon receipt of a Notice of Activation. The debris removal services contractor shall also be required to execute a payment bond equal to 100% of the estimated cost of a project conducted on behalf of any activating county upon receipt of a Notice of Activation. All bidders shall include in their bid proof of ability to secure such payment and performance bonds as evidenced by letter of credit from a bank in the state of Alabama holding deposits for the bidder's company or a statement from a surety company satisfactory to demonstrate the bidder's ability to secure such bonds in the event required due to activation by one or more of the counties included in the regional contract executed with the successful bidder.

Additionally, the debris removal services contractor shall be required to post a contractual performance bond in the amount of \$2,500,000 at the time of execution of the contract between the awarding authority

and the successful bidder/debris removal services contractor. This bond shall be made payable to the awarding authority on behalf of the counties in the region and shall be called in on behalf of a county sending the debris removal services contractor a Notice to Proceed in the event the debris removal services contractor fails to execute the above-referenced performance bond required upon receipt of a Notice of Proceed or fails to satisfy any other obligations under the contract. This requirement is in addition to the requirement to post the payment and performance bonds required herein. **Each bidder must provide proof of his or her ability to secure this bond at the time of execution of the contract if he or she is determined to be the lowest responsible bidder meeting bid specifications.**

PRICING AND PAYMENT PROCEDURES

The bidder shall include his or her bid pricing schedule on the attached Bid Submittal Form based on all categories of work. Except where otherwise specifically provided, all pricing will be unit pricing. Some bid items or activities will have special rules as set out below:

- (1) The removal, pickup and disposal of stumps will be paid on the cubic yard basis, regardless of size or whether or not the stumps require extraction by the contractor
- (2) Payment for the construction of the hazardous household waste containment area and for the removal and disposal of such waste shall be included in the unit price for hazardous household waste removal and disposal
- (3) The bid price for waterway debris removal shall include the additional labor and equipment costs required to retrieve the debris from the waterway¹
- (4) Payment for portable restroom facilities and payment for containment towers shall be included in the line items for Vegetative Debris Removal and Construction & Demolition Debris Removal
- (5) Payment for the preparation and operation of all vegetative debris management sites shall be included in the unit price for removal and disposal of eligible vegetative debris
- (6) Debris stockpiled at a debris reduction site prior to a "No Burn" order shall be paid at the unit price for open burning
- (7) Removal and recycling of freon from appliances and disposal of white goods shall be paid at the unit price for Freon Recovery and Recycling

Additionally, as noted throughout these bid specifications, the successful bidder/debris removal services contractor shall be responsible for the payment of all permits, landfill fees, equipment rental fees, and any other costs required to perform the services included in these bid specifications. All such costs shall be considered by the bidder in establishing the bid prices submitted.

¹ An example of this would be C&D material collected from a canal. The collection would be measured in cubic yards and paid for under the bid schedule item for Waterway Debris Removal. The disposal of the C&D material would then be processed and paid for under the Removal and Disposal of Eligible C&D debris to an eligible Landfill, per ton. **If an eligible Landfill does not have certified scales, then the material shall be paid for by the cubic yard.**

The activating county shall determine at the outset of the contract when the billing cycle for contract payments will begin – either on the contract activation date or date of disaster declaration. The debris removal services contractor shall be expected to mobilize and sustain its workforce in all activating counties in a region for a period of 90 days prior to any reimbursement by an activating county. An activating county may agree to reimburse the debris removal services contractor within a shorter time frame but shall not be contractually required to make any payments in less than 90 days. After the initial 90-day period expires, the contractor shall be entitled to payment for the first 30 days of work performed by the contractor in an activating county after the **Notice to Proceed** provided the contractor has satisfactorily performed the functions required under the contract. The activating county shall have sole discretion in determining whether the work has been performed to its satisfaction. An example of the payment schedule is listed below:

- **Notice of Activation**
- **Notice to Proceed**
- Debris removal services contractor reports to activating county within 24 hours of notice
- Debris removal services contractor submits bill to activating county for first 30-day period within one week of the end of the first 30-day period with same procedure for subsequent 30-day periods during the project
- At the end of the third 30-day period, the county remits payment for the first 30-day period if satisfactory work has been performed
- Process continues until work is completed and all payments have been made

All bids shall include a statement acknowledging and accepting these terms.

Payment for work completed may be invoiced on a monthly basis after the initial 90 day period from issuance of the Notice to Proceed. Invoices shall be based on reconciled load tickets from the daily reports. All payments will be based on unit pricing submitted by the contractor.

The debris removal services contractor shall be expected to work diligently and efficiently to complete the debris removal and disposal project in any activating county in the shortest time possible. **The activating county may withhold payments not to exceed 10% of the project value when satisfactory progress has not been achieved by the contractor during any period for which a payment is due.** Additionally, the activating county shall recover from the contractor any delay costs caused by the acts or omissions of the contractor or his or her agents.

The activating county may also withhold payment or final payment for reasons including, but not limited to the following:

- (1) **unsatisfactory job performance or progress**
- (2) **defective or disputed work**
- (3) **failure to comply with material provisions of the contract**
- (4) **third party claims filed**

(5) damage to the activating county's right of way or other county-maintained properties

(6) reasonable evidence that a claim will be filed

Final payment, less any offsets or deductions authorized hereunder or by law, shall be made within 90 days of the certification of completion of the project by the activating county, provided the debris removal services contractor has filed all contractually required documents and certifications with the activating county, including acceptable evidence of the satisfaction of all claims or liens.

BID SUBMITTAL FORM

Debris Removal Services Bid – Region _____

Company Name: _____

Address: _____

Bid Submitted by: _____
(Name of company representative)

Title: _____ E-mail address: _____

Phone: _____ Fax: _____

BID PRICING					
Alabama County Joint Bid Program					
Disaster Debris Removal Bid for Region _____					
ITEM	Est. QTY	DESCRIPTION	UNITS	UNIT PRICE	AMOUNT
001.		Removal and Disposal of Eligible Vegetative Debris at Debris management site (see note no. 1)			
	N/A	Haul Range – 0 to <15 miles	Cubic	_____	_____
	N/A	Haul Range – 15 to <30 miles	Yard	_____	_____
	N/A	Haul Range – 30 to <60 miles		_____	_____
	N/A	Haul Range – Greater than 60 miles		_____	_____
002.		Removal and Disposal of Eligible Construction & Demolition (C&D) debris to approved Landfill (see note no. 1)	Ton/	Ton CY	Ton CY
	N/A	Haul Range – 0 to <15 miles	*Cubic Yard only if no Scales Available	_____	_____
	N/A	Haul Range – 15 to <30 miles		_____	_____
	N/A	Haul Range – 30 to <60 miles		_____	_____
N/A	Haul Range – Greater than 60 miles	_____		_____	
003.A	N/A	Air Curtain Burning Vegetative Debris At Debris management site (Including cost of Ash Removal & Disposal)	Cubic Yard		
003.B	N/A	Open Burning Vegetative Debris at Debris management site(Including cost of Ash Removal & Disposal)	Cubic Yard		
004.	N/A	Chipping or Grinding Debris at Debris management site (Including cost of Reduced Debris Removal & Disposal)	Cubic Yard		

005.	N/A N/A N/A	Stump Extraction (see note no. 2) Diameter – larger than 24" to 36" Diameter – larger than 36" to 48" Diameter – larger than 48"	Each Stump	_____ _____ _____	_____ _____ _____
006.	N/A	Stump Fill Dirt (Fill dirt for stump holes after removal)	Cubic Yard		
007.	N/A N/A N/A N/A N/A	Flush Cutting Hazardous Trees (see note no. 3 and 4) 6" – <12" diameter 12" – <24" diameter 24" – <36" diameter 36" – <48" diameter 48" diameter and up	Each Tree	_____ _____ _____ _____ _____	_____ _____ _____ _____ _____
008.	N/A	Trees with Hazardous Hanging Limbs (2" diameter limbs and up) Hazardous hanging limb removal	Each Tree		
009.	N/A	Freon Recovery and Recycling	Each Unit		
010.	N/A	Pick up and Disposal of "White Goods"	Each Unit		
011.	N/A	Dead Animal Collection, Transport and Disposal	Per Pound		
012.	N/A	Electronic Waste	Each Unit		
013.	N/A	Household Hazardous Waste (HHW) HHW Removal and Disposal	Per Pound		
014.	N/A	Waterway Debris Removal	Per Cubic Yard		
015.	N/A	Sand and Silt Removal	Per Cubic Yard		
016.	N/A	Vehicle Removal	Each		
017.	N/A	Vessel Removal (Land)	Linear Foot		
018.	N/A	Vessel Removal (Marine)	Linear Foot		
019.	N/A	Biowaste Removal	Pound		

Note No. 1: Haul distances shall be calculated using a straight-line distance from the loading area to the nearest approved reduction site or landfill. **Cubic Yard Payment is only approved if no scales are available at Landfill.**

Note No. 2: Stump/tree diameter measured 2 feet up from ground line.

Note No. 3: Flush cutting is defined as level to the ground line.

Note No. 4: Tree diameter measured 4.5 feet up from ground line.

**Stump Conversion Table
Diameter to Volume Capacity**

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

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

46656

0.7854 is one-fourth Pi and is a constant.

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

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

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3.6
- Root ball height of 31"

Stump Diameter (inches)	Cubic Yards
6	0.3
7	0.4
8	0.5
9	0.6
10	0.7
11	0.9
12	1
13	1.2
14	1.4
15	1.6
16	1.8
17	2.1
18	2.3
19	2.5
20	2.9
21	3.2
22	3.5
23	3.8
24	4.1
25	4.5
26	4.8
27	5.2
28	5.6
29	6
30	6.5
31	6.9
32	7.3
33	7.8
34	8.3
35	8.8
36	9.3
37	9.8
38	10.3
39	10.9
40	11.5
41	12
42	12.6
43	13.3
44	13.9
45	14.5
46	15.2

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

By initialing beside each item set out below and signing this Bid Submittal Form, the bidder affirms that he or she understands the bid pricing requirements acknowledges that each of the following was taken into account in determining the above-stated bid prices:

Bidder's Initials

The removal, pickup and disposal of stumps will be paid on the cubic yard basis, regardless of size or whether or not the stumps require extraction by the contractor

Payment for the construction of the hazardous household waste containment area and for the removal and disposal of such waste shall be included in the unit price for hazardous household waste removal and disposal

The bid price for waterway debris removal shall include the additional labor and equipment costs required to retrieve the debris from the waterway

Payment for portable restroom facilities and payment for containment towers shall be included in the line items for Vegetative Debris Removal and Construction and Demolition Debris Removal

Payment for the preparation and operation of all vegetative debris management sites shall be included in the unit price for removal and disposal of eligible vegetative debris

Debris stockpiled at a debris reduction site prior to a "No Burn" order shall be paid at the unit price for open burning

Removal and recycling of freon from appliances and disposal of white goods shall be paid at the unit price for freon recovery and recycling

That the successful bidder will be responsible for all equipment rental and landfill and permit fees required for a project in any activating county in the region

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:

Bidder's Initials

Ability to activate simultaneously in each county in the region
Identify documentation attached

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

_____ region simultaneously
That the company has the capability to provide services to all counties in _____

_____ **local, state and federal law, rules, and regulations.**
guidelines and regulations; and all applicable
That the company will comply with all requirements and/or requests to confirm compliance with **Title 2 U.S. Code of Federal Regulations, Part 200; AEMA, FEMA, and FHWA**

_____ That the bid prices set out on this Bid Submittal Form will be honored for all counties in the region for the period from **Dec. 1, 2024 to Nov. 30, 2025**

_____ That, if determined to be the lowest responsible bidder, he or she will execute a contract with the awarding authority for this region on behalf of all counties in the region

_____ That the bid submitted meets the bid specifications

Bidder's Initials
By initialing below and signing this Bid Submittal Form, the bidder also acknowledges and agrees to each of the follow:

_____ *identify documentation attached*
Ability to post a performance bond at the time of execution of the contract as required in the bid specifications

_____ *identify documentation attached*
Ability to secure a payment and performance bonds upon receipt of a Notice of Activation by any or all of the counties in a region

_____ *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

_____ *identify documentation attached*
Financial ability to perform services required in an activating county under the payment procedures set out in the bid specifications

_____ *identify documentation attached*
Record of past performance on other debris removal services contracts in compliance with **AEMA, FEMA, and FHWA guidelines**

_____ *identify documentation attached*
Ability to activate adequate and properly trained personnel to perform services in compliance with AEMA, FEMA, and FHWA guidelines to ensure reimbursement to the fullest extent possible, if reimbursement is available

That the company listed above will respond to any **Notice of Activation** or **Notice to Proceed** within the time frame and under the procedures set out in the bid specifications

That the bidder will provide all bonding in the amounts and at the times required in the bid specifications

That the company will comply with the payment procedures set out in the bid specifications

Signature of company representative submitting bid: _____

Title: _____

"Exhibit B"

NOTICE TO PROCEED

Date

Company Representative
Contractor's Name
Contractor's Address

Re: Region _____ Debris Removal Services Contract Activation by _____ County

Dear (Company Representative):

Pursuant to the terms of the Region _____ debris removal services contract effective November 1, 2021, you (the "Contractor") are hereby given notice that _____ County is activating the contract for removal of debris resulting from (brief description of disaster causing activation). As per the contract, you are required to respond to this NOTICE TO PROCEED within 24 hours of receipt of this notice. Additionally, you are required to place project personnel, including the project manager, in the county with the same 24-hour period. Please respond by contacting _____ directly at _____ upon receipt of this NOTICE to make necessary arrangements for beginning work under this activation notice. You should also sign and date this original and return it to my attention by facsimile at (enter fax number).

As you know, your company is required to execute a payment and performance bond equal to 100% of the estimated cost of the debris removal services upon receipt of this NOTICE TO PROCEED. The estimated cost of debris removal for this activation is _____. Please have this executed bond forwarded to my attention as required under the contract. No work shall be performed prior to receipt of this bond Pursuant to the contract, you are hereby instructed to submit a work plan to detail seven (7) and fourteen (14) days of projected work activity prior to beginning work in _____ County. Please provide this plan no later than _____, and be prepared to meet with county personnel to discuss this plan and the services the county expects to be provided to meet its needs in debris removal following this disaster. Please also keep in mind that _____ County may prioritize areas where your company shall perform specified activities. Your company will have 180 days from the date of this NOTICE TO PROCEED to complete the debris removal services required under the contract. Additionally, all requirements set out in the contract and the Bid Specifications made a part thereof shall be complied with at all times throughout the project.

Your _____ County point of contact for this debris removal project is _____ (name of person) with the _____ (name of county office or department). He/she may be contacted at (telephone number and email address). _____ is duly authorized to administer this contract for and in the name of the _____ County Commission. Any questions related to this activation should be directed to him/her.

Sincerely,

Chairman's Name _____
County Commission _____

Contractor's Name _____
Date _____

Received by _____