

**REQUEST FOR QUALIFICATIONS AND INVITATION TO BID NO. WG23-17
TO OUTFIT THE
MAGNOLIA MATERIAL RECOVERY FACILITY**

For the Baldwin County Commission

SECTION I – SOLICITATION INFORMATION AND REQUIREMENTS

The Baldwin County Commission (hereinafter referred to as “County”) is seeking statements of qualification and bids from qualified bidders to provide all materials and resources necessary including, but not limited to, equipment procurement, installation, start-up and performance testing, on-going technical support to County staff, and responsibility for stated warranties on structures and new equipment, including performance guarantees as defined in this Request for Qualifications and Invitation to Bid (collectively RFQ). It is the intent of the County to award the work defined in this RFQ to one bidder following a prequalification of potential bidders related to the responsibility, including the competency, experience, and financial ability, of a bidder and a competitive sealed bid process. For the avoidance of doubt, this project is let pursuant to Title 39 of the Code of Alabama 1975.

PROJECT DESCRIPTION

The County is constructing the Magnolia Material Recovery Facility (MRF), to be located near the intersection of Chase Court and County Road 49 in Summerdale, Alabama. This facility will serve as a new materials recovery facility for the processing of recyclable materials in the region. This facility is expected to be constructed in calendar year 2023. The County has decided to construct and equip this facility to accomplish the processing and recovery goals of the County for the next decade and beyond.

The purpose of this RFQ is to provide all materials and resources necessary including, but not limited to, equipment procurement, installation, start-up and performance testing, on-going technical support to County staff, to meet the performance requirements as set forth in the in the specifications of this RFQ. Detailed plans and specifications of the project are included in Section II of this RFQ.

GENERAL BID INFORMATION

Bidders shall carefully read all parts of the invitation package with its accompanying schedules and attachments, if any. Bidders shall direct all requests for explanation or additional information concerning the meaning or interpretation of the conditions or attached specifications of this invitation shall be referred to Wanda Gautney in writing or e-mail (wgautney@baldwincountyal.gov) in sufficient time for reply before submission date of bids. The Commission cannot and does not guarantee that inquiries sent by mail or e-mail will be received on or before the submission date and time as indicated. It is the responsibility of the bidder to contact the Purchasing Director, Wanda Gautney at (251) 580-2520 if a reply is not received.

The use of specific names and numbers in the attached specifications is not intended to restrict the bidder or any seller or manufacturer but is solely for the purpose of indicating the type, size,

and quality of materials; product services; or equipment considered best suited for Baldwin County.

Contact initiated by a potential bidder with Baldwin County Commissioners will be only as specifically set out in this invitation. Any other contact with a county official initiated by a potential bidder or bidder regarding this bid, between the date of this invitation to the date of bid award, shall be deemed and treated as an attempt to improperly influence the bid award, and may be sufficient grounds for rejection of the bid submitted by the bidder initiating such other contact, at the discretion of the Baldwin County Commission.

NOTICE OF FEDERAL FUNDING

It is anticipated that all or part of this project may be funded, in whole or in part, with American Rescue Plan Act state and local recovery funds (ARPA funds). As such, successful bidder will be subject to terms and conditions of the County's ARPA award, which are incorporated into the Form Contract attached hereto as Attachment A. To the extent that such purchases are funded in whole or part with ARPA funds, all costs associated with the resulting agreement must be obligated by December 31, 2024, and expended by December 31, 2026.

BONDING AND INSURANCE

Bid Bond

Consistent with Alabama Code 1975 § 39-2-4, Bidder shall file with the bid a cashier's check drawn on an Alabama bank or a bid bond executed by a surety company duly authorized and qualified to make such bonds in the State of Alabama, payable to the awarding authority for an amount not less than five percent of the awarding authority's estimated cost or of the contractor's bid, but in no event more than ten thousand dollars (\$10,000).

Payment and Performance Bonds

Consistent with Alabama Code 1975 § 39-1-1, successful bidder shall, before commencing the work, execute a performance bond, with penalty equal to 100 percent of the amount of the contract price. In addition, another bond, payable to the awarding authority letting the contract, shall be executed in an amount not less than 50 percent of the contract price, with the obligation that the contractor or contractors shall promptly make payments to all persons supplying labor, materials, or supplies for or in the prosecution of the work provided in the contract and for the payment of reasonable attorneys' fees incurred by successful claimants or plaintiffs in civil actions on the bond.

Insurance

Successful bidder shall not commence any work under any resulting contract, nor allow any subcontractor to commence work on his/her subcontract, until all the required insurance has been obtained, and evidence to that effect have been submitted to and approved by the County.

Compensation Insurance

Successful bidder shall procure and shall maintain during the life of the resulting contract Workers' Compensation Insurance for all of his employees to be engaged in work on the project under his Contract, and, in case of any such work sublet, the successful bidder shall require all subcontractors similarly to provide Workmen's compensation Insurance for all of the subcontractor's employees. No persons may be engaged in the work under the resulting contract unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In the event that a class of employees engaged in hazardous work on the project under the resulting contract is not protected under the Workmen's Compensation Statute, the successful bidder shall provide and shall cause each subcontractor to provide adequate employer's general liability insurance for the protection of such of his employees as are not otherwise protected.

Comprehensive Liability Insurance

The Bidder shall procure and shall maintain during the life of the resulting contract a Comprehensive Liability Policy, providing bodily injury and property damage coverage on an occurrence basis including, but not limited to, damages arising from blasting, explosion, or collapse, mechanical equipment digging in streets or highways; and completed operations; independent contractors; and contractual general liability.

Insurance shall be, at minimum, contractual general liability \$500,000.00 per occurrence bodily injury and property damage; \$5,000.00 per person medical payments or medical expense; \$500,000.00 per occurrence bodily injury and property damage; \$5,000.00 per person medical payments or medical expense; \$500,000.00 personal and advertising injury; \$50,000.00 fire damage (any one firm); and \$1,000,000.00. The Baldwin County Commission, its Departments, and its employees shall be named as additional insured.

TITLE 39/CODE OF AL COMPLIANCE

As a condition of any Bid Award and the respective contract(s) pursuant thereto, the County places full reliance upon the fact that it is the sole responsibility of any contractor, person or entity entering into such a contract with Baldwin County for the prosecution of any public works, to ensure that they and/or any of their respective agents comply with all applicable provisions of Code of Alabama 1975 Title 39.

More specifically, any contractor, person or entity entering into such a contract with Baldwin County for the prosecution of any public works shall be in compliance with, and have full knowledge of, the following provisions of Title 39 including, without limitation, the following:

“(f) The Contractor shall, immediately after the completion of the contract give notice of the completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four successive weeks. A final settlement shall not be made upon the contract until the expiration of 30 days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority

by whom the contract was made by affidavit of the publisher and a printed copy of the notice published . . .” §39-1-1(f) Code of AL 1975.

NOTE: Any failure to fully comply with this section or any applicable laws of the State of AL shall be deemed a material breach of the terms of both the Bid Award and the contract resulting there from. Furthermore, Baldwin County takes no responsibility for resulting delayed payments, penalties, or damages as a result of any failure to strictly comply with Alabama Law.

PREQUALIFICATION AND AWARD

The County, by and through its Commission, will serve as the awarding authority for all bids received and will award the contract at a regular meeting of the Commission. Consistent with Alabama Code 1975 § 39-2-6(a), the contract shall be awarded to the lowest responsible and responsive bidder as determined by the Commission, unless the Commission finds that all the bids are unreasonable or that it is not to the interest of the County to accept any of the bids. A responsible bidder is one who, among other qualities determined necessary for performance, is competent, experienced, and financially able to perform the contract. A responsive bidder is one who submits a bid that complies with the terms and conditions of this RFQ and in compliance with County’s American Rescue Plan Act (ARPA) award, as applicable. Minor irregularities in the bid shall not defeat responsiveness. Consistent with Alabama Code 1975 § 39-2-6(j), in determining the lowest responsible and responsive bidder, the County may take into consideration life cycle costs. Life cycle costs will be evaluated based upon the criteria set forth in the Form and Content of Bid section below.

All factors stated in this invitation package will be evaluated in determining the successful bidder. Any omission(s) of the herein stated requirements may be cause for rejection of the bid(s) submitted, solely as determined by the Baldwin County Commission.

To facilitate the evaluation process, consistent with Code of Alabama 1975 § 39-2-4, Bidder must first submit a Statement of Qualifications (SOQ) relating to the project. Content of SOQs must include, at a minimum, the information requested in the Form and Content of Statement of Qualifications below. SOQs will be evaluated by the County to ensure that bid specifications and the quality of proposed products and services will meet the project specifications and needs of the County and that SOQ demonstrates the competency, experience, and financial ability of the potential bidder to perform the work. Any bidder who has been deemed prequalified will be deemed responsible for the purposes of this award. Prequalified bidders will be notified in writing. The County will only accept bids from prequalified bidders consistent with this RFQ.

Bids must reflect the quality of the program offered in the statements of qualifications in all material respects. Material deviations between the program demonstrated in the SOQ and the final bid will be considered unresponsive. The County reserves the right to revoke prequalification status consistent with Code of Alabama 1975 § 39-2-4(d).

The Commission reserves the right to evaluate bids for correctness and completeness, and to award the bid at any time within thirty (30) days following the bid opening. The Baldwin

County Commission reserves the right to reject any and all bids, to waive any defects in the formality in bids, and to accept in whole or in part, such bid or bids, solely at its discretion.

Following a determination by the Commission of the successful bidder, the Commission will enter into a contract on behalf of the County for the provision of services included in the Scope of Work. The contract will be in substantially the same format as provided in Attachment A.

SUBMISSION PROCEDURES AND REQUIREMENTS

Inquiries and Questions

Inquiries and questions should be submitted by email only to Wanda Gautney, Purchasing Director, at wgautney@baldwincountyal.gov no later than **February 10, 2023**.

Submission Deadlines and Bid Opening

Time is of the essence to complete this project. Bidders are encouraged to submit SOQs as soon as possible to facilitate the evaluations; however, SOQs must be submitted by no later than **February 17, 2023, at 2:00 pm Central Time** to be considered. SOQs will be evaluated and all prequalified bidders will be notified by no later than February 24, 2023. Prequalified bidders will be required to prepare and submit a sealed bid by no later than **March 3, 2023, at 2:00 pm Central Time**. Immediately following the bid deadline, bids will be publicly opened at 257 Hand Avenue, Bay Minette, AL 36507.

Submission Procedures

All submissions provided by the Bidder, including the SOQ and the Bid, must be sealed and include one (1) signed original, two (2) complete copies with all of the information included, and one (1) electronic copy on a flash drive in .PDF format that shall be capable of being copied to other sources. Hand deliveries must be during office hours of 8:00 a.m. to 4:30 p.m., Monday through Friday at the Baldwin County Purchasing Department, at the address provided below. **Respondents are instructed NOT to fax or email their proposal. Faxed or emailed proposals will not be accepted.** All submissions MUST BE MARKED with the RFQ and TITLE, with the Firm or Company Name and mailing address. Submissions that are not properly marked and are prematurely opened may be disqualified and returned to the bidder.

Proposals should be delivered or mailed to:

Wanda Gautney, Purchasing Director
312 Courthouse Square, Suite 15 (mailing)
257 Hand Avenue (physical address)
Bay Minette, AL 36507
Phone: (251) 580-2520

Bidders are cautioned that they are solely responsible for delivery of their proposal. If the SOQ, bid, proposal, or quotation is delivered by an express mail carrier or hand delivered it is your responsibility to ensure delivery to the above address. The County will not be responsible for deliveries made to any place other than the specified address. It is the sole responsibility of the Bidder to ensure that his or her submission reaches the County on time. The County shall not be responsible for late deliveries or delays. Late proposals will not be opened.

SOQs and Bids shall be signed by an individual authorized to bind the Bidder to the provisions of the RFQ and shall remain in full force and effect for sixty (60) days following the date of such opening.

PREPARING THE BID

Bids must be typed or handwritten in ink. A bid submitted in pencil shall not be accepted. The Bid Guarantee and Bid Response Form must be an original; copies shall not be accepted. All required paperwork must be received in the sealed Bid Package.

The attached specifications are intended and provided solely as a general and non-exhaustive expression of the intent and purpose of Baldwin County regarding this bid. Said specifications shall be so considered by the bidders. Accordingly, Bidder admits and agrees that said specifications are not complete in every detail and that the work and materials not indicated or expressly mentioned in said specifications, but which are reasonably necessary for the full and faithful performance of the item(s) bid in accordance with the full and faithful intent, will be included in the bid and incorporated in the work by the Bidder and at the Bidder's sole expense, the same as if indicated and specified.

To facilitate evaluation of the SOQs and bid tabulation, it is suggested that bids be submitted with specifications identified in the order in which they appear in this document.

Form and Content of Statement of Qualifications

SOQs submitted by bidders must be in the format described below. Failure to provide all information requested, including all required forms, may render the submission unresponsive.

Bidders will be evaluated based upon their understanding, experience, and qualifications in performing the same or substantially similar services, as reflected by its experience in performing such services as well as the feasibility of Bidder's approach for the provision of the services outlined within the Scope of Work.

SOQs should, at minimum, include the following:

I. Bidder Qualifications

- A. Provide a statements as to the Bidder's compliance with applicable state and federal laws relating to this project. Bidder must certify and acknowledge, to the best of their knowledge and belief, that it is in, and will remain in compliance, with all applicable federal, Alabama state, County, and municipal laws, regulations, resolutions, and

ordinances. In particular, and without limitation, all bidders must be licensed and permitted in accordance with the Code of Alabama 1975 Title 10, concerning corporations doing business within Alabama; Title 34, dealing with licensing for businesses; Title 40, concerning licenses and taxation, unless otherwise exempt. Out-of-state contractor must also comply with Code of Alabama 1975 § 39-2-14, relating to registration, deposit, and surety bonds for nonresident contractors. **Bidders must provide the Alabama General Contractors License Number in its SOQ.**

- B. Bidder is required to comply with the Alabama Immigration Law under § 31-13-9 (a) and (b) of the Code of Alabama 1975. **Bidders must provide a copy of its Beason Hammon Certificate AND a copy of Bidder's E-verify MOU with the Department of Homeland Security as part of its SOQ.** Information and forms can be found on the Baldwin County Commission's Purchasing website under E-Verify at www.baldwincountyal.gov. For your convenience, the Beason Hammon Certificate is included herein in Attachment B. The MOU may be printed from the business log in screen at www.everify.gov.
- C. Bidder is required to comply with Alabama law relating to boycotting activities under § 41-16-5 of the Code of Alabama 1975. **Bidders must provide a copy of its boycott certificate as part of its SOQ.** For your convenience, a copy of the certificate is included herein in Attachment B.
- D. All bidders must certify that it is eligible to receive federal funds and is not otherwise debarred or suspended consistent with 2 C.F.R. Part 180.
- E. All bidders are required to comply with federal law prohibiting lobbying activities with federal funds pursuant to 31 C.F.R. Part 21. **Bidder must provide a Byrd Anti-Lobbying certificate as an attachment to its SOQ as well as a certificate for any identified subcontractor with an anticipated contract of \$100,000 or more.** For your convenience, the Byrd Anti-Lobbying certificate is included herein in Attachment B.
- F. **Bidders must provide proof of proper certification of authority, and any required registration, to transact business in the State of Alabama, in order to perform work for the Baldwin County Commission. Bidder's Registration Number shall be provided as part of the SOQ. The phone number for the Alabama Secretary of State is (334) 242-5324, Corporate Division.**
- G. All bidders that qualify as a Disadvantaged Business Enterprise (DBE) must provide supporting documentation in their RFP response along with the completed DBE Registration form that may be downloaded from the County website www.baldwincountyal.gov. A Disadvantaged Business Enterprise or DBE means a for profit small business that (1) is at least 51% owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51% of the stock is owned by one or more such individuals; and (2) whose management and daily business operation are controlled by one or more of the socially and economically disadvantaged individuals who own it.

II. Qualifications of Staff

- A. Firm Composition: Describe the composition and structure of the firm and include the organizational structure of the firm and the names of the executive leadership of the firm. **An organizational chart and management plan should be included in this section.** Include in this section the location of the main office and the location of the office proposed to work on this project.
- B. Key Staff: The Bidder shall include a list of the proposed staff that will perform the work required if awarded this contract and a summary of staff qualifications. Provide resumes for staff likely to be assigned to this project.
- C. Capacity and Availability to Complete the Work: Bidder must provide information attesting to the capacity and availability of personnel to complete the work, and that Bidder resources will be dedicated to the successful completion of the project within the required timeframe.

III. Project Experience

- A. Relevant Experience: Bidder must provide no less than three (3) descriptions of previous projects that demonstrate expertise in recovery system equipment design, procurement, installation, and start up. Projects should be no more than five (5) years old and should be similar in size and complexity to the Scope of Work.
- B. Past Performance on Similar Projects: Bidder shall provide at least three (3) references for which the Bidder or its proposed staff has developed systems similar to the requirements in the Scope of Services. Provide the reference contact name, address, e-mail address, telephone numbers, and date of the contract.

IV. Technical Approach

- A. Describe the approach and methods that will be used to accomplish the work described by the Scope of Work as defined in Section II. The technical approach shall include information on schedule, startup procedures, requirements, and availability of personnel, where applicable.
- B. In order to ensure quality of materials and performance requirements as set forth in the Scope of Work, Bidder must provide a complete MRF system.
- C. The following details must be incorporated, described, or explained as part of the Technical Approach:
 - 1. Indicate the baler location and preferred baler type in the equipment drawings.
 - 2. Plan view and elevation drawings that adequately describe and allow the County to understand the System being offered. The Bidder is encouraged to supply links to 3D representations, renderings, or isometric diagrams of the proposed system that may be available from equipment manufacturers.
 - 3. Bidder may propose alternative layout of the 50,000 sq. ft. if such alternative is in the best interest of the County; such as, to improve operational efficiency or reduce capital and lifecycle costs.

4. A written process flow description of the proposed system;
5. A mass balance diagram of the material flow of the proposed system;
6. A specific listing of all used equipment that is intended to be used;
7. A list of each piece of equipment supplied that identifies the type of construction and the component used (*e.g.*, type and spec of belt, size of motor and gear-box speed, and other major components);
8. A specific listing of the electrical terminations and locations that the County is required to provide;
9. A specific listing of the total power requirements (amps required at 460V);
10. A specific statement of the warranty and what is included both in time and labor and the procedure for administering;
11. A list of each component, its expected lifespan, and the expected frequency of maintenance/refurbishment during the life of the equipment at the specified operating rate.
12. A specific listing of all the direct sorters required for the specific proposed design at all proposed tons per hour (TPH) scenarios, at the given composition, to recover the specified commodities. This number of sorters will be used in the evaluation of the proposed system, and will be equal to the number of sorters used for the Acceptance test.
13. Potential alternative material processing uses for the equipment and required modifications to process these other materials.
14. Clearly delineate the expected processing times at the 40 TPD rate. Bidder may provide more than one solution using different equipment.
15. An explanation of how the proposed system will address bulky or problematic items.
16. Estimated material recovery and rejection rates for each system(s) proposed to the County.
17. Include an assumed mass balance that is clearly stated for all sections proposed, along with proposed operating time for shift considerations.
18. Bidder is encouraged to show potential locations for educational groups to view the equipment during operations.
19. Clearly identify any equipment, components, software, wear components, or any portion of the system that may be proprietary or that may require additional license or agreement over the course of normal operations.
20. The Bidder shall provide electrical load requirement for all electrical systems as early in the process as is possible, to allow coordination with local utilities.
21. If the Bidder incorporates remote monitoring capabilities in the system, access

shall be through a wireless network.

22. Bidder must provide an explanation as to how the system will prevent or mitigate the spread of COVID-19 in accordance with guidelines provided by the Center for Disease Control (CDC). This may include, for example an explanation of automation capacity to minimize possible exposure to County staff or to allow for appropriate social distancing.

D. The technical approach shall describe the overall System effectiveness and use of the space for best operational efficiencies, including material receiving (tipping) floor, equipment layout, maintenance access, final product storage, and material flow through the facility.

E. Project Schedule

Include a realistic timeline and schedule for the recycling processing equipment project, including final contract acceptance, final system plan acceptance; engineering, manufacturing, and shipping of the new equipment; building preparations; equipment installation; start-up and testing; commissioning; and training. Realistic buffers should be included in the schedule. The goal of this schedule is to minimize the amount of time prior to the commissioning of the processing system. Substantial completion will need to be attained prior to December 31, 2023.

F. Financial Capacity

Provide documentation, in the form of a surety letter, indicating Bidder's bonding capacity.

G. Contract Terms and Conditions

Acceptance of the Terms of the Contract: The County will evaluate the SOQs for compliance with the terms, conditions, requirements, and specifications stated in this RFQ.

H. Specific Exclusions

Any exclusions to the Scope of Work; terms and conditions; and the requirements and responsibilities thereof, shall be clearly stated in the Bidder's SOQ. The failure to exclude items of work that are stated herein will be interpreted as acceptance of those items as described. Similarly, as it is not possible to specify every item of work, those items of work that are not explicitly stated but are required for the installation of a fully functional material processing system shall be assumed to be included unless an exclusion is clearly stated in the Bidder's SOQ. Any such exclusions shall be subject to approval by the County, in its sole discretion.

V. Form and Content of Invitation To Bid, Cost Proposal

Bidders that are deemed to be prequalified, based upon the responsiveness and responsibility demonstrated in the SOQ, will be invited to submit a Bid on the project.

The following criteria will be used to determine lowest bid, including lifecycle costs:

- A. Total installed cost, which will include the purchase and installation cost of equipment, installation services, plus the specific cost of any building modifications required for the equipment installation. The pricing breakdown for the equipment and installation should be provided as following to allow for fair comparisons, and for the County to understand the necessary cost structure. At a minimum, the bid should include the following information:
 - 1. Delivered and installed total equipment cost. In evaluating this cost, adjustments will be made +/- for missing pieces in a specific Bid so that all Bid equipment costs are compared on an even basis.
 - 2. Building modifications required by a specific design.
 - 3. Costs list for major components listed in the proposal and a complete spare parts list with costs.
 - 4. Response should include the system as itemized costs.
 - 5. Detailed list of personnel performing work on this project by title (*e.g.*, service technician) with accompanying hourly rate and cost per 40-hour work week.
- B. Maintenance cost, which will be estimated for the specific system over an operating period of one (1) shift for five (5) years.
 - 1. An estimate of the annual maintenance and wear replacement costs for the system, based on the specified operating rate.
 - 2. A list of each component, its expected lifespan, and the expected frequency of maintenance/refurbishment during the life of the equipment at the specified operating rate. This is especially important for proprietary wear parts.
- C. Operating cost, which will include the estimated cost of utilities and number of operating personnel as defined by et technical approach.
- D. Performance bond cost to for the total amount of the Bid and Payment Bond cost for 50% of the total amount of the Bid. These should be shown as a separate costs in the itemized breakdown.
- E. All costs or licenses associated with proprietary items shall be clearly identified in the Bid response, and shall include all associated costs.
- F. In evaluating bid tabulations, including life cycle costs, the following criteria will be considered:
 - 1. The percentage of the total material throughput that is baled will be dependent on the capacity of the complete MRF system.
 - 2. Maintenance and lifecycle costs as defined in paragraph B, above.
 - 3. Operator or personnel costs.
 - 4. Ongoing licensing or software costs associated with operations listed in paragraph D, above.

G. Effect of Exclusions: Regardless of exceptions taken, Bidders shall provide a cost proposal based on the requirements and terms set forth in this RFQ. Pricing must be all-inclusive and cover every aspect of the Scope of Work. Cost must be in United States dollars, rounded to the nearest quarter of a dollar.

H. Firm Fixed Cost: Acknowledge that all prices quoted shall be firm and fixed for the full contract period.

VI. Bid Bond

All bids must be accompanied by a bid bond consistent with Alabama Code 1975 § 39-2-4.

Formal Presentations

The County may, at its option, request formal presentations of one or more bidders. Bidder shall be available for a formal presentation, if requested by the County, at a time and place determined by the County. The County will assume no responsibility for any such costs incurred by the Bidder associated with the Bidder's preparation for, or attendance at a formal presentation.

Alabama Open Records Act

Ownership of all data, materials, and documentation originated and prepared for the County pursuant to this RFQ shall belong exclusively to the County and shall be subject to public inspection in accordance with State of Alabama Open Records Act, codified as Code of Alabama 1975 §§ 35-12-40, *et seq.*

SECTION II – SCOPE OF WORK

Background

The new Magnolia Materials Recovery Facility (MRF), to be constructed on County-owned property located near the intersection of Chase Court and County Road 49 Summerdale, Alabama 36580, will serve as a new MRF for the processing of recyclable materials in the region. The County seeks bids from experienced, qualified Bidders to provide all materials, services, and resources needed to outfit the building, including, the development of a system plan, equipment, installation, startup, and training for County staff. **It is the intent of the County to achieve substantial completion and initial operation by December 31, 2023.**

The County desires the MRF system equipment or various components of the MRF processing system and layout be expandable if tonnages of recyclables increase over the years; therefore, the system design and installation of the equipment should have the flexibility to allow for future expansion, as well as the possibility of processing other material streams. For example, balers, magnets, and optical sorters should be capable of relocation at a later date while remaining fully functional.

The MRF system proposed must ensure compliance with guidance provided by the CDC relating to the prevention or mitigation of the COVID-19, and in any event shall not frustrate efforts to comply with said guidelines.

Project Location and Facility

This MRF will be located on property south of the Magnolia Landfill. The location for the MRF building will be in an open-space area of approximately 30 acres. The building area will be approximately 50,000 ft² including the material receiving and storage areas, equipment areas, and operations. The County will be responsible for site development work, power, fiber optic, wastewater, and water service, and for construction of the operations floor and building structure. The County will also be responsible for all rolling stock needed to support MRF operations and for the purchase of baling equipment. The installation of the baler will be done by the equipment provider. Attachment A – Figure 1 provides a conceptual layout of the building layout and MRF.

Incoming Tons and Projections

The County estimates a total annual supply of up to 10,000 tons of single stream recyclable materials with a similar composition as described in the tables below. The MRF system should be capable of processing up to 40 tons per day (TPD) of incoming recyclables, based on a single shift. The system should be able to process 8 - 10 tons per hour (TPH) and 40 TPD, over 5 days per week.

System Performance Requirements

The following are the requirements that the system must achieve during normal operations:

The MRF system will be required to process 40 TPD with an approximate run-time of 8 hours per day (1 shift, with allowance for breaks and lunch).

There will be no commodity recovery requirements, but the Bidder is expected to comply with the recovery expectations presented in the Bidder's proposal.

The County prefers a MRF system that would process all materials received in a given day in one shift of eight (8) hours. However, the County is willing to consider options whereby the average daily tonnage of 40 TPD is processed over a longer period.

All MRF equipment must be capable to recover material at full material throughput, and to the industry quality standard that the Bidder specifies.

| Materials to Recover | |
|---------------------------------------|---|
| Material | Description |
| OCC | Old Corrugated Containers or Cardboard, corresponding to ISRI PSI #11. May contain allowable kraft paper as well as cardboard. System design shall allow for the changing nature of the OCC that is in the residential single stream so that smaller cardboard containers can still be recovered into the OCC bale, as it tends to be a higher value than the other fiber streams. Some OCC size observations are available in the body of the single stream composition study included in the attachments. Inclusion of kraft paper is market-dependent and up to the system designer. |
| Mixed Paper | Corresponding to ISRI PSI #54, and also known as MP and ONP, generally consists of smaller-sized and lower-quality fiber materials such as certain mailings and some fiber packaging. Kraft paper is accepted in this grade if not included elsewhere. |
| PET Necked Bottles | Necked bottles with the resin designation of #1. Other PET containers may also be accepted in limited quantities, depending on the allowances of the end market, but these other containers are not considered program materials. |
| HDPE Necked Bottles/Containers | Necked bottles/containers with the resin designation of #2. HDPE bottles/containers will be separated between those with colored dye and natural HDPE into separate storage units for separate baling. Bidder will indicate how this separation will occur, and if this separation is manual, the system will need to be designed to allow for the easy installation of an optical unit or other automation in the future to separate HDPE-C from HDPE-N. |
| Polypropylene | Plastic containers made from Polypropylene (PP) such as yogurt containers |
| UBC | Used Beverage Containers or Aluminum cans. Other aluminum containers and items may also be recovered, depending on the allowances of the final market. The Bidder should describe opportunities and limitations for the recovery of UBC and other forms of aluminum. |

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| Ferrous Metals | Magnetic ferrous containers, generally cans used for food or other items, will be recovered by the facility. The County desires to maximize recovery of ferrous materials. The Bidder should describe opportunities and limitations for the recovery of ferrous materials. |
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Material Composition

Most of the incoming single stream is from residential and multi-family sources, along with County drop-off locations. There are some commercial generator sources, but that is not a large percentage of the incoming materials at this time.

The following table provides the expected incoming material composition.

| Material | Percentage Residential Generation | Percentage of Stream |
|-----------------|--|-----------------------------|
| OCC | 9.9% | 30.2% |
| Other Fibers | 13.0% | 39.6% |
| PET | 2.7% | 8.1% |
| HDPE-N | 0.4% | 1.2% |
| HDPE-C | 1.2% | 3.7% |
| Mixed #3-#7 | 2.7% | 8.1% |
| Aluminum | 1.6% | 4.9% |
| Ferrous Cans | 1.4% | 4.2% |
| | | |
| Total | 32.9% | 100.0% |

Bulky Items

Bulky and composite items are anticipated to make up only a small percentage of the material stream, but represent some of the more problematic items for a processing system. This includes large plastic items such as slides and playhouses, large metal items such as chairs, and other problem items such as tarps, hoses, and electrical cords.

Responsibilities of Work

It is understood that this project is reliant upon cooperation and coordination between the County and the Bidder to outfit the new MRF system.

County Responsibilities

- Provide power at designated electric panels as specified in the approved Bidder design;
- Provide water to the site;
- Provide all manual labor, rolling stock, and material for the acceptance test, and daily system operation;
- Provide reasonable lay-down space to allow the Bidder to work;
- Permanent personnel safety systems (such as, eye wash and shower stations);

- All building fire suppression equipment and associated work;
- Structural supports for critical equipment, which will be provided by the County based on the approved Bidder design;
- Any site security required during the installation;
- Provide covered areas for processing equipment to operate; and
- Traffic control.
- As part of the final design of the building, County will be providing educational observation decks to showcase the processing equipment.

Bidder Responsibilities

- All system design, fabrication, and installation to meet defined specifications;
- All unloading of equipment at the site, and the equipment to do so;
- All equipment required for equipment installation;
- All interconnecting wiring from designated electric panels;
- All local permits required for equipment installation;
- System design in accordance with all applicable OSHA standards;
- Temporary fire suppression systems and “Fire watch” that will be required during installation;
- Temporary personnel protection systems (such as, eye wash and shower stations) that will be required during installation;
- Supplying all bonds and certificates of insurance to the County or its agent, in accordance with the requirements of this RFQ;
- Provide the County or its agent one electronic copy of equipment operations and maintenance manuals, in accordance with the requirements of this RFQ;
- Software code support and a means for the County to change and customize the system operations; and
- Any construction trailer or portable site offices required during the installation and start-up.

Installation

Schedule Requirements

Substantial completion will need to be attained prior to December 31, 2023.

Start-up and Acceptance Tests

The Bidder and the County will agree upon an acceptance test protocol for the final commissioning and hand-off of the system. The test will consist of a throughput test over the course of 2 shifts, as well as a review of the recovery rates to confirm they are in general accordance with industry standards. A third-party entity will oversee and provide results of the

testing. Any failure will require a re-test within an agreed-upon timeline, based on the findings of the third-party.

The throughput testing will consist of processing a known quantity of single stream material (preferably around 80 tons) and timing the actual runtime (processing time) of this material. This will occur on two (2) separate occasions. Stoppages for any reason will not count as processing time, but an operating time of less than 90%, will be seen as unacceptable performance by the Bidder's equipment. Unacceptable performance must be evaluated by the Bidder and addressed prior to any additional throughput testing.

Training

A minimum of one (1) week of on-site training will be provided by the equipment Bidder during start-up, and a minimum of three (3) days of on-site training following 3-6 weeks of operations, to fine-tune operations and maintenance efficiency. Necessary personnel from the County will be present for this training by the equipment Bidder. The schedule for the training will be coordinated with the County.

Warranty

The Bidder will provide a minimum of one (1) year of warranty on all labor and installation and five (5) years of warranty on new equipment and a three (3) year warranty on all refurbished equipment, outside of wear parts that would be considered normally worn in less than the warranty time frame.

Operation and Maintenance Manual

Bidder will provide to the County an equipment operation and maintenance (O&M) manual in both electronic and hard copy. The O&M manual will include:

- A schedule for maintenance for each piece of equipment;
- A recommended spare parts list for the equipment that identifies critical items (such as motors) and consumable items (such as wear rings, seals);
- A list of sources of spare parts with multiple sources for each part, in as much as is possible;
- Information regarding any generated reports or data from the equipment, which will be readable by standard software.
- The Bidder will be available for questions regarding equipment performance and potential improvements during operation of the equipment during the warranty period.

Following one (1) year of operation, the Bidder will assist the County with revisions to the O&M manual, maintenance schedules, and maintenance inventory, including recommendations regarding improving system performance and efficiency.

Completion and Acceptance

The process to achieve project completion and acceptance shall consist of the following:

Punch Lists

- Punch list #1 shall be provided by the County or its agent during the installation phase;
- Punch list #2 shall be provided by the County or its agent during the startup phase, which will include any items identified up to and including start up; and
- A final punch list (#3) shall be provided to the Equipment Bidder within three (3) weeks of operational start-up, which will include any items remaining open from the first two (2) punch lists and any items identified as incomplete, deficient, faulty, defective, or inconsistent with required performance of the System.

Substantial Completion

The time of substantial completion is the Day when the Project is sufficiently complete to permit the County or its agent the ability to use the material recovery facility for its intended purpose. This includes the following, but is not limited to:

- All mechanical and electrical installation is complete for all Bidder-related equipment;
- All equipment and fixtures are in place, connected, cleaned, and ready for use;
- All painting of equipment and related components shall be completed, unless otherwise agreed to in writing by the County or its agent;
- All preliminary component testing and pre-start up testing has been completed, and documentation of such testing has been provided to the County;
- Startup and Acceptance Testing with material has been completed, and any required adjustments or modifications have been made to ensure that the equipment is ready to process material;
- A recommended spare parts list has been supplied to the County or its agent;
- All operation and equipment manuals have been provided to the County or its agent, including as-built drawings and “redlined” installation drawings;
- Project site will be cleaned and any material left or needed will be stored in a place that will allow facility operation, and is in a location approved by the County or its agent;
- A preliminary safety walk through with the County or its agent’s safety personnel has been performed;
- All safety related items are corrected, or provisions made, with the agreement of the County or its agent’s safety personnel, to temporarily guard or make operations safe until permanent corrections are made;
- Punch lists #1 and #2 are completed to the satisfaction of the County or its agent;
- All required building inspections have been satisfactorily completed;
- All equipment commissioning reports, checklists, and other and documentation has been provided to the County;

Delays due to County responsibilities (fire suppression acceptance, lack of staff, etc.) that prevent the full operation of the system will not affect the Substantial Completion date if all the above criteria have been met by the Bidder.

Final Completion

- Punch list #3 (final) is completed to the satisfaction of the County or its agent; and,
- Acceptance test is performed and the MRF system has met its specified production and quality standards with the staffing personnel at or below stated staffing levels.

Reporting Requirements

Any foreseeable delay or possible disruption in the performance of this service contract shall be immediately reported in writing to County or its agent.

Progress Reports

Throughout the development and implementation period, the Bidder will be required to conduct weekly progress meetings and prepare and submit weekly written reports to the County or its agent. The weekly reports shall:

- Update the Project Plan indicating progress for each task;
- Identify and report the status of all tasks that have fallen behind schedule and the reason for the delay, as well as the method of resolution and associated time requirement;
- Identify and summarize all risks and problems identified by the Bidder that may affect the Project;
- For each risk and problem, identify the action and person(s) responsible for mitigating the risk and resolving the problem;
- For each risk and problem identified, state the impact on the Project Plan; and
- Identify all changes in the Project Plan that affect personnel, equipment, facilities, and resources of the County that will be required for the Bidder to perform the services two (2) weeks in advance of the need.

Attachment A - Form Contract

State of Alabama)

County of Baldwin)

CONTRACT FOR CONSTRUCTION SERVICES AND NECESSARY PROFESSIONAL SERVICES

This Contract for **Professional and Construction** Services is made and entered into by and between the County of Baldwin (hereinafter called "COUNTY") acting by and through its governing body, the Baldwin County Commission, and _____, (hereinafter referred to as "PROVIDER").

WITNESSETH:

Whereas, the COUNTY has received a Coronavirus State and Local Fiscal Recovery Fund ("SLFRF") award under the American Rescue Plan Act ("ARPA funds") from the U.S. Department of the Treasury ("Treasury"); and

Whereas, the COUNTY may use ARPA funds to make improvements in public buildings to mitigate or prevent the spread of COVID-19; and

Whereas, the COUNTY'S current recycling center requires manual processing by COUNTY staff members, which creates a health and safety hazard to staff members in light of the pandemic, which necessitated the shutdown of the facility to account for social distancing and other prevention techniques; and

Whereas, the COUNTY has determined to build a new recycling facility and has further determined that it is a reasonable and necessary expense to outfit the building with system that would provide a more automated system, thereby reducing the risk to COUNTY staff tasked with handling potentially contaminated materials; and

Whereas, the COUNTY issued a Request for Qualifications and Invitation to Bid (collectively, the RFQ), seeking to prequalify, and ultimately, to select a contractor to perform services as set forth in the solicitation; and

Whereas, the PROVIDER submitted a statement of qualifications in response to the RFQ and was prequalified to perform the services; and

Whereas, the COUNTY has determined that the PROVIDER represents the lowest responsible and responsive bidder to perform the services of the project; and

Whereas, the COUNTY hereby certifies that the procurement of the PROVIDER to perform these services was done in substantial compliance with the Code of Alabama 1975 Title 39.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein

contained the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

- I. Definitions. The following terms shall have the following meanings:
 - A. COUNTY: Baldwin County, Alabama
 - B. COMMISSION: Baldwin County Commission
 - C. PROVIDER: _____

- II. Obligations Generally. The COUNTY hereby retains, and the PROVIDER agrees to perform for the COUNTY, those services hereinafter set forth in the RFQ, which is adopted and incorporated as if set forth herein, except as modified herein. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall immediately commence performance of the services outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.

- III. Recitals Included. The above recitals and statements are incorporated as part of this Agreement and shall have the effect and enforceability as all other provisions herein.

- IV. Professional Qualifications. For the purpose of this Contract, the PROVIDER represents and warrants to the COUNTY that it possesses the professional, technical, and administrative personnel with the specific experience and training necessary to provide the professional services required herein.

- V. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.

- VI. Representation/Warranty of Certifications, Etc. PROVIDER represents and warrants that PROVIDER is presently certified, licensed, and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that PROVIDER shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through completion of the services. The representation and warranty aforesaid is a material inducement to the COUNTY in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the County's option.

- VII. Legal Compliance. PROVIDER shall at all times comply with all applicable federal, state, local, and municipal laws and regulations. Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of

either party the contract shall forthwith be physically amended to make such insertion or correction.

- VIII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract.
- IX. No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Contract. Therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.
- X. Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- XI. Entire Agreement. This Contract represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by all parties.
- XII. Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements, and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
- XIII. Breach of Contract Terms. The COUNTY reserves its right to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of this contract, in instances where the Contractor or any of its subcontractors violate or breach any contract term. If the Contractor or any of its subcontractors violate or breach any contract term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by the contract documents and the rights and remedies available

thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

- XIV. Assignment. This Contract or any interest herein shall not be assigned transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY. Any consent of assignment shall not be deemed to be consent of any subsequent assignment.
- XV. Ownership of Documents/Work. The COUNTY shall be the owner of all copyright or other intellectual property rights in reports, documents, and deliverables produced and paid for under this Contract, and to the extent permitted by Alabama law, any such material may be reproduced and reused at the discretion of the COUNTY without payment of further consideration. PROVIDER shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of the services hereunder, without the COUNTY's prior written consent, which may be withheld or granted in the sole discretion of the COUNTY.
- XVI. Access to Records. The County, United States Department of Treasury, and State of Alabama Office of Public Examiners, or any of their duly authorized representatives, shall have at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the PROVIDER which are related to this contract, for the purpose of inspection, audits, examinations, and making excerpts, copies, and transcriptions.
- XVII. Maintenance/Retention of Records. All records connected with this contract will be maintained in a central location and will be maintained for a period of at least four (4) years following the date of final payment and close-out of all pending matters related to this contract or December 31, 2029, whichever is later.
- XVIII. Notice. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER:

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

- XIX. Services to be Rendered. PROVIDER is retained by the COUNTY as a professionally qualified Contractor. The general scope of work for the services shall include all the terms and Conditions of "RFQ WG23-17", the same

being expressly incorporated herein by reference, and without limitation will encompass:

“Request for Qualifications and Invitation to Bid to Outfit the Magnolia Material Recover Facility”.

- A. PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails, as requested, as well as attend regularly planned meetings as set forth in the RFQ. Additionally, PROVIDER will meet with COUNTY as needed or requested.
- B. PROVIDER is responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by or in relation to this Contract.
- C. PROVIDER represents and warrants that its services shall be performed within the limits and standards provided by the COUNTY, in a manner consistent with the level of care and skill ordinarily exercised by similar providers under similar circumstances at the time the services are performed.
- D. PROVIDER will assume responsibility for all services and materials, regardless of whether or not the PROVIDER subcontracts any of these items and services. The PROVIDER will be the sole point of contact regarding contractual matters, including performance of services and the payment of any and all charges resulting from contract obligations. The PROVIDER will be totally responsible for all obligations outlined under this RFQ.
- E. PROVIDER shall comply with mandatory standards and policies relating to energy efficiency issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

XX. General Responsibilities of the COUNTY.

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

XXI. Liquidated Damages. Time is of the essence to the County. PROVIDER is expected to complete the work in an expedient and professional manner, reaching substantial compliance by December 31, 2023. The County may assess liquidated damages of \$2,000 per day for delays caused by the PROVIDER.

- XXII. Termination for Cause. If, through any cause, the PROVIDER shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the PROVIDER shall violate any of the covenants, agreements, or stipulations of this contract, the COUNTY shall thereupon have the right to terminate this contract by giving written notice to the PROVIDER of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the PROVIDER under this contract shall, at the option of the COUNTY, become the COUNTY's property and the PROVIDER shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the PROVIDER shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of the contract by the PROVIDER, and the COUNTY may withhold any payments to the PROVIDER for the purpose of set-off until such time as the exact amount of damages due the COUNTY from the PROVIDER is determined.
- XXIII. Termination for Convenience. The COUNTY may terminate this contract at any time by giving at least ten (10) days' notice in writing to the Prime Contractor. If the contract is terminated by the COUNTY as provided herein, the Prime Contractor will be paid for the time provided and expenses incurred up to the termination date.
- XXIV. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Contract and shall not be demanded by PROVIDER or paid by COUNTY.
- XXV. Direct Expenses. As compensation to PROVIDER for work performed pursuant to this Contract, PROVIDER shall be paid \$_____. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services.
- XXVI. Method of Payment. PROVIDER shall submit invoices to the COUNTY in accordance with the following schedule:

Payment will be based on the following Milestone Payment Plan (fixed price):

- 10% Down payment upon award of contract;
- 30% This is to be processed and paid upon invoice submission to the County or its agent upon approval of final equipment layout drawings and detailed equipment description;
- 10% Upon Equipment ready to ship;
- 10% Upon all Equipment arriving at project site;
- 30% Upon substantial completion; The County reserves the right to define "substantial"; and
- 10% Upon final completion.

Such invoice shall be accompanied by a detailed account of compensation to be paid PROVIDER and certification of the above-referenced milestone. The

Commission Chair, or his designee, is hereby designated to review the progress of completed work and review documents submitted by PROVIDER for consistency with this section and Alabama law. Consistent with Code of Alabama 1975 § 39-2-12, a retainage of 5% will be withheld by the COUNTY, to be made upon final completion.

Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.

- XXVII. Effective and Termination Dates. This Contract shall be effective and commence immediately upon the same date as its full execution, and shall terminate upon either the expiration of not more than **sixty (60) days** after the final completion is given or upon a written notification thereof received by either party within the required ten (10) day period. Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.
- XXVIII. Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.
- XXIX. Indemnification. Provider shall indemnify, defend, and hold COUNTY and its Commissioners, affiliates, employees, agents, and representatives (collectively "County") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon COUNTY, as a result of or in any manner related to provision of services hereunder, or any act or omission, by PROVIDER. Contractor shall provide the COUNTY with proof of general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration of this Contract.
- XXX. Number of Originals. This Contract shall be executed with three originals, all of which are equally valid as an original.
- XXXI. Governing Law. This Contract in all respects, including without limitation its formation, validity, construction, enforceability, and available remedies, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of law principles.
- XXXII. Beason Hammon Act. Code of Alabama 1975 § 13-31-9 imposes conditions on the award of County contracts. Firms must agree to fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. "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.

XXXIII. Boycott Prohibition. Code of Alabama 1975 § 41-16-5 imposes conditions on the award of County contracts. The bidder must certify that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

XXXIV. Insurance. The PROVIDER shall procure and shall maintain during the life of the resulting contract Workers' Compensation Insurance for all of his employees to be engaged in work on the project under his Contract, and, in case of any such work sublet, the PROVIDER shall require all Subcontractors similarly to provide Workmen's compensation Insurance for all of the Subcontractor's employees. No persons may be engaged in the work under this Contract unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In the event that a class of employees engaged in hazardous work on the project under this Contract is not protected under the Workmen's Compensation Statute, the PROVIDER shall provide and shall cause each Subcontractor to provide adequate employer's general liability insurance for the protection of such of his employees as are not otherwise protected. The Baldwin County Commission, its Departments and its employees shall be named as additional insured.

The PROVIDER shall procure and shall maintain during the life of this Contract a Comprehensive Liability Policy, providing bodily injury and property damage coverage on an occurrence basis including, but not limited to, damages arising from blasting, explosion, or collapse, mechanical equipment digging in streets or highways, and including completed operations, independent contractors, and contractual general liability.

Insurance shall be, at minimum, contractual general liability \$500,000.00 per occurrence bodily injury and property damage; \$5,000.00 per person medical payments or medical expense; \$500,000.00 per occurrence bodily injury and property damage; \$5,000.00 per person medical payments or medical expense; \$500,000.00 personal and advertising injury; \$50,000.00 fire damage (any one firm); and \$1,000,000.00. The Baldwin County Commission, its Departments and its employees shall be named as additional insured.

XXXV. Surety: As a material inducement for the COUNTY to enter this Contract, any and all bond and/or surety guarantees required by the COUNTY in reference to the Project shall be in a form acceptable to the COUNTY and shall, without limitation, meet the following requirements:

(a) Acceptance of Surety. The bond and/or surety document must be reviewed by, and be acceptable to, COUNTY staff and approved by the COUNTY Commission. In the event that such document is not in an acceptable form at any time prior to or during the effectiveness of this Contract, the services and/or work described in this Contract shall either not commence or immediately cease, depending on the situation. Any

project delay that is attributable to the COUNTY's acceptance, or non-acceptance, of the bond and/or surety document form shall in no way be consider as a delay caused by the COUNTY, and the Contractor and/or PROVIDER waives all rights to claim that any such delay was the fault of the COUNTY.

(b) Value of Surety. The performance bond and/or surety guarantee shall be of an amount equal to or greater than 100 percent of the total cost identified in the bid response and a payment bond in an amount equal to 50 percent of the total cost identified in the bid response.

(c) Term of Surety. Any bond and/or surety guarantees required by the COUNTY must be valid at all times during the life of this Contract. Notwithstanding anything written or implied herein to the contrary, in no event shall the bond and/or surety document lapse, terminate, expire, or otherwise become invalid prior to the COUNTY, or the COUNTY's authorized agent, providing a written Notice to the PROVIDER that the Project is in fact completed in all respects. Said Notice from the COUNTY or its authorized agent shall not be provided until the COUNTY, in its sole discretion, is satisfied that the project is complete in all respects.

(d) Scope of the Surety. The terms and provisions of any bond and/or surety guarantee provided as part of this project shall in all respects, without limitation, be consistent and in agreement with, the provisions of this Contract. In the event that the bond and/or surety guarantee is in conflict with this Contract, this Contract shall govern. Neither this section nor this provision limits the duties of the PROVIDER/Contractor to satisfy all of the requirements in this Contract.

XXXVI. Title 39/Code of Alabama Compliance. As a condition of any Bid Award and the respective contract(s) pursuant thereto, the COUNTY places full reliance upon the fact that it is the sole responsibility of any contractor, person or entity entering into such a contract with Baldwin COUNTY for the prosecution of any public works, to ensure that they and/or any of their respective agents comply with all applicable provisions of Code of Alabama 1975, Title More specifically, any contractor, person or entity entering into such a contract with Baldwin COUNTY for the prosecution of any public works shall be in compliance with, and have full knowledge of, the following provisions of Title 39, including, but not limited to, the following:

“(f) The Contractor shall, immediately after the completion of the contract give notice of the completion by an advertisement in a newspaper of general circulation published within the city or COUNTY in which the work has been done, for a period of four successive weeks. A final settlement shall not be made upon the contract until the expiration of 30 days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published . . .” §39-1-1(f) Code of AL 1975.

“(a) The awarding authority contracting for a public works project to be financed entirely by the State of Alabama or any political subdivision of the state, shall

stipulate or cause to be stipulated in the contract a provision whereby the person, firm, or corporation undertaking the project agrees to use in the execution of the contract materials, supplies, and products manufactured, mined, processed, or otherwise produced in the United States or its territories, if the same are available at reasonable and competitive prices and are not contrary to any sole source specification implemented under subsection (f) of Section 39-2-2." §39-3-1(a) Code of AL 1975.

"(a) Any contractor for a public works project, financed entirely by the State of Alabama or any political subdivision thereof, within this state shall use steel produced within the United States when specifications in the construction contract require the use of steel and do not limit its supply to a sole source under subsection (f) of Section 39-2-2." §39-3-4(a) Code of AL 1975.

XXXVII. Notice of Funding. The public works project which is the subject of this Contract is 100% funded by the COUNTY. It is expressly understood that all or part of this Contract will be funded by the COUNTY's ARPA funds. As such, PROVIDER must comply with all applicable terms and conditions of the County's ARPA award as set forth below.

XXXVIII. ARPA Terms and Conditions. PROVIDER agrees to comply with the requirements of section 603 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) (the "Act"), regulations adopted by Treasury pursuant to section 603(f) of the Act, codified as 31 C.F.R. Part 35, and guidance issued by Treasury regarding the foregoing.

PROVIDER shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this project.

Federal regulations which may be applicable to this contract may include, without limitation, the following:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this award and subject to such exceptions as may be otherwise provided by Treasury.
2. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension Non-procurement, 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 80 and Treasury's implementing regulation at 31 C.F.R. Part 19.
3. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
4. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

5. New Restrictions on Lobbying, 31 C.F.R. Part 21. PROVIDER must certify that it will not, and has not, used federal appropriated funds to 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.

6. Generally applicable federal environmental laws and regulations. PROVIDER must comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). All violations must be reported to the County, Treasury, and the Regional Office of the Environmental Protection Agency.

Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

1. Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d, et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 USC §§ 3601, et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

3. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

4. The Age Discrimination Act of 1975, as amended (42 USC §§ 6101, et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

5. Title II of the Americans with Disabilities Act of 1990, as amended (42 USC §§ 12101, et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

PROVIDER agrees to comply, as applicable, with requirements of the Hatch Act (5 USC §§ 1501-1508 and 7324-7328), which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

PROVIDER understands that making false statements or claims in connection with the use of ARPA funds is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment F.R. from participating in federal awards or contracts, and/or any other remedy available by law.

In accordance with 41 USC § 4712, PROVIDER may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes the following:

A member of Congress or a representative of a committee of Congress;
An Inspector General;
The Government Accountability Office;
A Treasury employee responsible for contract or grant oversight or management;
An authorized official of the Department of Justice or other law enforcement agency;
A court or grand jury; or
A management official or other employee of the County, PROVIDER, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

PROVIDER shall inform their employees in writing of the rights and remedies provided for whistleblowers in the predominant native language of the workforce.

Pursuant to Executive Order 13043, 62 F.R. 19217 (Apr. 18, 1997), PROVIDER is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

Pursuant to Executive Order 13513, 74 F.R. 51225 (Oct. 6, 2009), is encouraged to adopt and enforce policies that ban text messaging while driving, and recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

PROVIDER must use strong labor standards, including payment of a competitive and prevailing wage in the County.

PROVIDER must adopt and follow high safety standards and provide training based upon the appropriate licensures, certifications, and industry standards.

PROVIDER should prioritize local hiring consistent with the racial, gender, geographic, urban, rural, and economic diversity of the County.

For contracts/subcontracts over \$100,000, work performed by mechanics and laborers are subject to the provisions of the Contract Work Hours and Safety Standards Act (40 USC 3702 and 3704), as supplemented by 29 C.F.R. Part 5, including, specifically, safety standards, limitations on hours in a work week and overtime for any work spent over 40 hours, and proper documentation for all employees.

(1) A PROVIDER or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall not require or permit any laborer or mechanic, in any workweek in which the laborer or mechanic is employed on that work, to work more than 40 hours in that workweek, except as provided 40 USC Chapter 37; and
(2) when a violation of clause (1) occurs, the PROVIDER and any subcontractor responsible for the violation are liable—
(A) to the affected employee for the employee’s unpaid wages; and
(B) to the Government, the District of Columbia, or a territory for liquidated damages as provided in the contract.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the last day of execution by the COUNTY as written below.

COUNTY

ATTEST:

HARLES F. GRUBER /Date
Chairman

RONALD J. CINK /Date
Budget Director

State of Alabama)

County of Baldwin)

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

Given under my hand and official seal, this the day of _____, 2023.

Notary Public
My Commission Expires

SIGNATURE & NOTARY PAGE TO FOLLOW

PROVIDER:

Insert Provider's Name

_____/_____
By _____/Date
Its _____

State of _____)

County of _____)

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

GIVEN under my hand and seal on this the _____ day of _____, 2023.

Notary Public
My Commission Expires

Attachment B
REQUIRED FORMS

State of _____)
County of _____)

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

DATE: _____

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

_____ by and between
_____ (Contractor/Grantee) and
_____ (State Agency, Department or Public Entity)

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of _____ with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by ACT 2012-491) which is described herein as "the Act."

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

BUSINESS ENTITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit.

a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, and foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.

b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

___ (a) The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.

___ (b) The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.

3. As of the date of this Certificate, the Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;
4. The Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this _____ day of _____, 20____.

Name of Contractor/Grantee/Recipient

By: _____

Its _____

The above Certification was signed in my presence by the person whose name appears above, on this _____ day of _____, 20____.

WITNESS: _____

Printed Name of Witness

CERTIFICATE OF COMPLIANCE WITH ACT 2016-312

DATE: _____

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

_____ by and between _____
(Contractor/Grantee) and _____ (State Agency, Department or
Public Entity).

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of _____ with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of Alabama's Act 2016-312.
2. In compliance with Act 2016-312, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

Certified this _____ day of _____, 20__.

Name of Contractor/Grantee/Recipient

By: _____

Its: _____

The above Certification was signed in my presence by the person whose name appears above on this _____ day of _____, 20__.

Witness: _____

Printed Name of Witness

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

| | | |
|--|---|---|
| Print or type. See Specific Instructions on page 3. | <p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p> | <p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p> |
| | <p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <p>6 City, state, and ZIP code</p> <p>7 List account number(s) here (optional)</p> | <p>Requester's name and address (optional)</p> |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

| | | | | | |
|--|---|---|---|---|--|
| Social security number | | | | | |
| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; border: 1px solid black; text-align: center;">-</td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; border: 1px solid black; text-align: center;">-</td> <td style="width: 40%; border: 1px solid black; height: 20px;"></td> </tr> </table> | | - | | - | |
| | - | | - | | |
| OR | | | | | |
| Employer identification number | | | | | |
| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; border: 1px solid black; text-align: center;">-</td> <td style="width: 70%; border: 1px solid black; height: 20px;"></td> </tr> </table> | | - | | | |
| | - | | | | |

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

| | | |
|------------------|----------------------------------|--------------|
| Sign Here | Signature of U.S. person ▶ _____ | Date ▶ _____ |
|------------------|----------------------------------|--------------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

ATTACHMENT C – Building Lay Out/Design

NOT FOR CONSTRUCTION

**BALDWIN COUNTY
COMMISSION**
15093 LANDFILL DRIVE
SUMMERDALE, AL 36580

MAGNOLIA RECYCLING CENTER
14716 COUNTY ROAD 49
SUMMERDALE, AL 36580

SITE PLAN NOTES

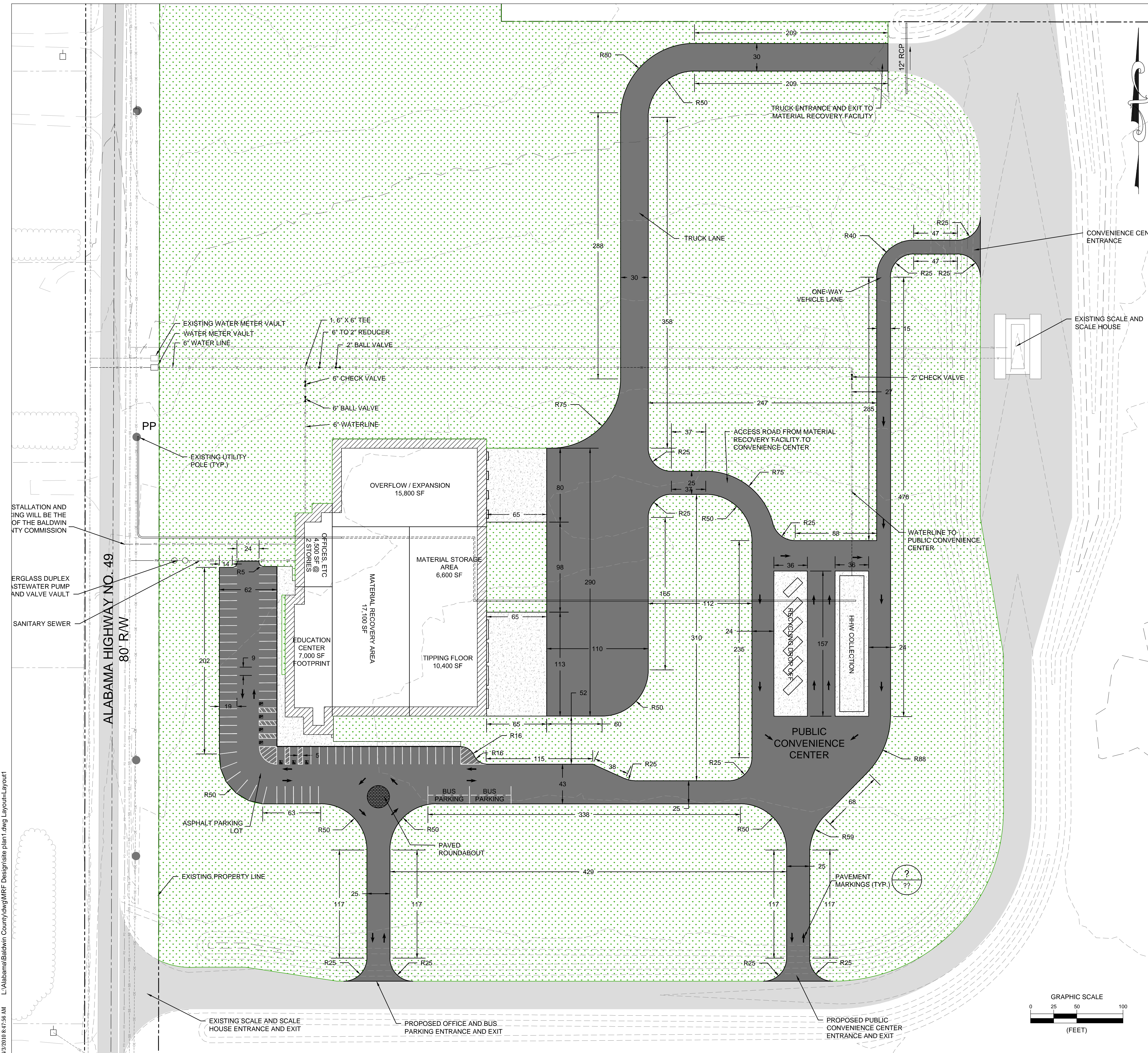
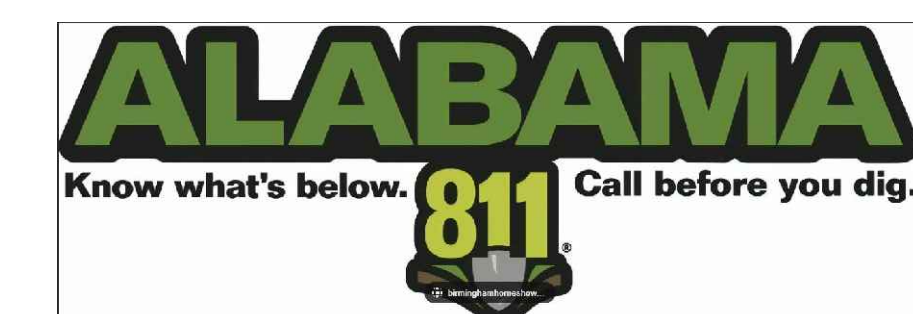
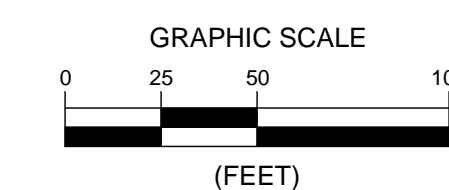
- DUPLEX WASTEWATER PUMP STATION SHALL BE IN ACCORDANCE WITH THE MOST RECENT VERSION OF "STANDARD SPECIFICATIONS FOR SANITARY SEWER SYSTEMS AND PUMPING STATION CONSTRUCTION", AS PREPARED BY THE BALDWIN COUNTY SEWER SERVICE, LLC.
- FIBER OPTIC INSTALLATION SHALL BE COORDINATED WITH THE BALDWIN COUNTY COMMISSION.

PROPOSED PARKING COUNT

PARKING REQUIREMENT: 65 SPACES
TOTAL PROPOSED = 65 SPACES
PROPOSED BUS PARKING = 4 SPACES
PROPOSED ADA = 7 SPACES

SITE PLAN DATA

ZONING: NONE
LOT SIZE: ± AC
BUILDING HEIGHT:
SETBACKS / BUFFER:



VERSION 10.0
 6/2/2018 8:47:56 AM
 L:\Alabama\Baldwin County\dwg\MRF Design\site plan1.dwg Layout=Layout1

DRAWING NUMBER:

SITE PLAN

ATTACHMENT C