

INVITATION TO BID DEBRIS REMOVAL MONITORING SERVICES

NOTICE OF BID OPENING

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

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

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

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

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

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

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

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

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

THE INVITATION PACKAGE

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

PREPARING AND SUBMITTING BIDS

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

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

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

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

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

BIDDER QUALIFICATIONS

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

BID AWARD

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

As fully detailed in the attached bid specifications, this bid offering is for regional monitoring services which comply in all respects with AEMA, FEMA, and FHWA rules, procedures, and guidelines for monitoring services. Throughout this Invitation to Bid and the attached bid specifications, any reference to **FEMA** shall also imply **FHWA compliance** when the circumstances dictate, such as when sites eligible for emergency relief work are involved. All bids will be reviewed and evaluated by a committee created for that purpose, which committee will make comments and recommendations to each awarding authority regarding the award. All factors contained in the invitation package will be evaluated in determining the successful bidder, and any omissions of the stated requirements may be cause for

rejection of the bid submitted. The committee's evaluation of bids to determine the lowest responsible bidder meeting bid specifications may include any or all of the following:

- (1) Cost of services
- (2) The bidder's demonstration of ability to activate simultaneously in each county in the region
- (3) The bidder's demonstration of ability to perform services as required by bid specifications
- (4) The bidder's demonstration of ability to activate adequate and properly trained personnel to perform **services in compliance with AEMA, FEMA, and FHWA guidelines and all applicable federal law and regulations** to ensure reimbursement in every county in the region, if reimbursement is available
- (5) The bidder's demonstration of past performance on other county or region-wide debris removal monitoring services contracts **in compliance with AEMA, FEMA, and FHWA guidelines**
- (6) The bidder's demonstration of financial ability to perform services required in an activating county under the payment procedures set out in the bid specifications
- (7) Proof of general and professional liability insurance to cover any damages resulting from services provided by the successful bidder, including any denial of reimbursement due to the actions or inactions of the monitoring services contractor or any failure to perform as required in the contract or in an activating county's Notice to Proceed
- (8) The bidder's evidence of the ability to post a contractual payment and performance bond at the time of execution of the contract as required in the bid specifications

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

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

CONTRACT WITH SUCCESSFUL BIDDER

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

CONTACT REGARDING BIDS AND INVITATION

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

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

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

OR

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

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

BID SPECIFICATIONS

INTRODUCTION

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

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

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

- (1) All debris removal performed within a county in the region is done properly and expeditiously
- (2) All debris removal activities are eligible for reimbursement, where reimbursement is available and
- (3) **All debris removal activities shall be conducted in compliance with applicable local, state (ALDOT and AEMA), and federal (FEMA and FHWA) guidelines and regulations in effect at the time of the declared event.**
- (4) **All work is done in a safe and efficient manner in conformance with the Manual of Uniform Traffic Control Devices. Removal Vendor and Monitoring Vendor shall not be paid for any work prior to ensuring Proper Work Zone Safety measures are in place.**

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

Additionally, while most activities will take place in the unincorporated areas of the county, services may be performed within a political subdivision, public entities, or special districts at the direction of an activating county if the county and political subdivisions, public entities, or special districts have entered into a written

memorandum of understanding that **meets FEMA guidelines and regulations**, whereby the county agrees to assume responsibility for the removal of disaster-related debris on behalf of the political subdivisions, public entities, or special districts.

It is a requirement of this bid offering that the successful bidder be able to provide the services set out in these bid specifications in **full compliance with all AEMA, FEMA, FHWA guidelines and regulations and all federal law and regulations applicable at the time work is performed** to ensure reimbursement, if reimbursement is available. **Any conflict with the language included in these specifications shall be construed so as to ensure compliance with AEMA, FEMA, and FHWA, or other applicable local, state, or federal law, rule, regulation, policy, or official guidance, including but not limited to Title 2 U.S. Code of Federal Regulations, Part 200. Or the version that is in effect at the time of the declared event.**

The monitoring services contractor (hereinafter referred to as “monitoring services contractor”) will work closely throughout the project with designated county personnel and/or the debris removal services contractor. Both the activating county and the debris removal services contractor will provide the monitoring services contractor with names, contact information, and program areas of appropriate county and debris removal services contractor personnel.

SERVICES ACTIVATION PROCEDURES

Any county within a region as identified in the Invitation to Bid shall be authorized under the terms of the contract between the region’s awarding authority and the successful bidder to activate the contract in the event of a disaster in the county warranting the need for debris removal activities and services to monitor those activities. No county in a region shall be required to activate the services of the monitoring services contractor. However, in the event a county within the region desires to utilize the services of the monitoring services contractor, the county will forward to the monitoring services contractor a written **Notice to Proceed** on a form prepared for that purpose. The monitoring services contractor will be required to activate its forces within 24 hours of receipt of the **Notice to Proceed** to provide the needed assistance as set out in the county’s **Notice to Proceed**. Once activated, the monitoring services contractor shall provide the services set out in these bid specifications to the extent necessary to meet the needs of the county.

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

TRAINING REQUIREMENT

The monitoring services contractor shall provide all employees and contract labor, including the project manager, with adequate training concerning safety, eligibility for reimbursement, if reimbursement is available, and disaster specific information. **All training shall meet AEMA, FEMA, and FHWA requirements, and where possible or required by AEMA, FEMA, and FHWA rules or regulations,** shall involve personnel from either or both of these agencies. Proof of training shall be provided to the

activating county when responding to a **Notice to Proceed**. The bidder must demonstrate in his or her bid documents that all workers will be adequately trained prior to performing any work on the project.

SCOPE OF SERVICES

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

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

FEMA Debris Monitoring Guide (March 2021)
FEMA Public Assistance Program and Policy Guide Version 4 (June 1, 2020)
FEMA Procurement Disaster Assistance Team (PDAT) Field Manual
Title 2 U.S. Code of Federal Regulations, Part 200
41 C.F.R. Part 60-1.4 Equal Opportunity Clause
29 C.F.R. §5.5(b) Contract Work Hours and Safety Standards Act
Clean Air Act and Federal Water Pollution Control Act
2 C.F.R. part 180 and 2 C.F.R. part 3000 Suspension and Debarment Compliance
31 U.S.C. § 1352 and 44C.F.R. Part 18 Byrd Anti-Lobbying Amendment (as amended)
Section 6002 Solid Waste Disposal Act
31 U.S.C. Chapter 38 Program Fraud and False or Fraudulent Statements or Related Acts
Emergency Relief Manual (Federal-Aid Highways) (May 2013)
FEMA and Federal Requirements for Access to Records
Prohibition on Use of Department of Homeland Security Seal, Logo, and Flags
Compliance with Federal Law, Regulations and Executive Orders for FEMA Financial Assistance
State of Alabama Administrative Regulations for Public Assistance for State Managed Events in Compliance with Alabama Act 2009-342
Compliance with 2. C.F.R. 200.318(j)(1) – (j)(2) contract requirements for time and materials contracts.

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

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

Project Manager

The monitoring services contractor shall have a project manager assigned to the county at the time of contract activation and shall provide the activating county with adequate contact information regarding this person at its initial response to the **Notice to Proceed**. **The bidder must demonstrate in his or her bid documents that he or she will be able to assign a project manager to an activating county at the time of responding to a Notice to Proceed and that said project manager will be able to perform all duties set out herein.** The project manager shall be someone with authority to handle all issues which arise throughout the project period. He or she shall be knowledgeable and experienced in handling issues with debris removal activities and/or **AEMA, FEMA, FHWA and Title 2 U.S. Code of Federal Regulations, Part 200 related issues.**

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

- (1) meet with designated personnel from the activating county immediately upon receipt of the Notice to Proceed to discuss the scope of services expected as authorized under the monitoring services contract
- (2) remain within the activating county during all work hours throughout the length of the project
- (3) schedule and coordinate daily monitoring services with both the debris removal contractor and designated county personnel and provide planning for future operations pertinent to the specific event requiring the debris removal activities

- (4) provide documents and estimates to the activating county to assist the county in planning and executing the debris removal activities
- (5) attend and participate in meetings and press conferences with designated county personnel as determined necessary by the activating county
- (6) oversee and supervise all activities of the monitoring services contractor, including field workers, throughout the project
- (7) regularly communicate with designated personnel in the activating county to keep the county informed of all aspects of both the debris removal activities and monitoring activities
- (8) provide input to the activating county to improve efficiency of collection and removal of debris
- (9) **identify, address and troubleshoot potential problems and questions that could impact all elements of the debris removal and disposal process, including but not limited to work area safety and the eligibility of reimbursement for removal of certain types of debris. Ensure that Leaners and Hangers are photographed from a perspective to show they impact the safety of the traveling public.**

Field Workers

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

Clerical Staff and Supervisor

The monitoring services contractor may be compensated for non-field work clerical staff performing administrative functions necessary for performance of the contract as approved by the activating county. This includes personnel performing functions such as billing, invoicing, and other contract-related administrative services, data systems personnel, GIS services, and the like. Clerical staff consists of personnel who perform some or all of the duties listed herein. Clerical Supervisors are managerial personnel proficient in all duties listed herein and who oversee work performed by the clerical staff utilized under this contract. The activating county shall approve the number of clerical staff and supervisors assigned to work on the contract. All clerical staff working on this activity shall be billed at the same hourly rate. All Clerical Supervisor(s) working on this activity shall be billed at the same hourly rate. The monitoring services contractor shall only bill for actual hours these personnel spend on work related to the contract.

Field Documentation of Work

The monitoring services contractor shall be required to carefully document all debris removal activities utilizing the documentation methods set out in these bid specifications and those required under AEMA, FEMA, and FHWA guidelines and regulations. Additionally, where applicable, the monitoring services contractor shall communicate with **FEMA** to ensure the documentation being

utilized **satisfies FEMA verification requirements. The bidder must demonstrate in his or her bid documents the ability to properly document all activities as required herein.**

Load Ticket Preparation & Management: Contractor shall be responsible for the management and provision of all load tickets. Load tickets must be recorded into a database which will be always accessible by the County. All field data shall be digitized and provided to the County. Load tickets must include all pertinent information in accordance with FEMA Public Assistance Program and Policy Guide, latest edition such as GPS coordinates of pick-up location and drop-off location, times, address, volume picked up, etc.

GPS/GIS-Enabled Services: Contractor shall provide GPS-Enabled equipment for staff to record important aspects of the work in accordance with **FEMA Public Assistance Program and Policy Guide**, latest edition such as daily routes, load haul distances, load pick-up and drop-off locations, time associated with haul, etc. This will include the development of GIS maps and applications as required.

ADMS Services: Contractor shall utilize ADMS (Automated Debris Management System) technology to log, track and monitor debris. This will include any training of locally hired monitors to use the ADMS. The ADMS shall be utilized for all debris tracking and monitoring operations, including from temporary debris storage and reduction site (TDSR) to final disposal location.

GIS/Mapping Services: The monitoring services contractor shall provide GIS/mapping services to compile, edit, and present all geographic data requested by the County. Data required by the County may include, but is not limited to, hauler tracking charts, mapping locations of loading and unloading points, daily hauler routes to include total cubic yardage, tracking of monitor locations and associated work hours for personnel. The bidder must demonstrate in his or her bid documents that he or she will be able to provide this GIS/Mapping service to the County at the time of responding to a Notice to Proceed and that said GIS/Mapping services will be performed by qualified personnel. The GIS/Mapping personnel will work closely with the Project Manager and all field staff to assure that all pertinent data is collected. The GIS/Mapping personnel will coordinate with County personnel on what mapping data or applications are needed prior to field personnel beginning work.

Fixed Site Monitoring

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

- (1) completing load tickets recording debris removal contractor haulers' cubic yardage and other record keeping that may be necessary
- (2) signing each load ticket before permitting a truck to proceed from the check-in area to the disposal area
- (3) remaining in constant contact with designated debris removal management personnel
- (4) performing other duties as directed by designated debris removal management personnel
- (5) accurately measuring and calculating load hauling compartments and volume capacities in cubic yards

- (6) adequately documenting and recording all required measurements and computations
- (7) ensuring debris is properly separated and not co-mingled at the disposal and unloading site
- (8) performing safety inspections of all vehicles, equipment and all elements of the disposal sites

Field Debris Monitoring

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

- (1) providing knowledgeable and experienced field monitor personnel at designated areas to check and verify information on debris removal
- (2) utilizing maps developed by the activating county and debris removal contractor related to location of debris and progress of removal
- (3) determining debris eligibility and the estimation of debris to be removed
- (4) documenting all collection activity of trucks and trailers used to transport debris
- (5) issuing load tickets at the loading site for each load with multiple copies to ensure compliance with AEMA, FEMA, and FHWA policy and to provide for quality assurance
- (6) **inspecting the area for safety concerns and considerations including, but not limited to, downed power lines, children playing in area, provisions for adequate traffic control, safe operation of trucks and equipment in the work area and on haul routes**
- (7) ensuring recyclables and hazardous materials are properly handled, sorted and disposed of by the debris removal contractor
- (8) performing pre-work inspection of areas to check debris piles to identify potential hazards and/or utilities to prevent damage to private property and all elements of the county right of way
- (9) documenting and reporting to the field monitor's supervisor any damages to utility components, driveways, road surfaces, private property, vehicles, etc., with photos and information about the owner and circumstances causing the damage
- (10) transmitting damage information to the activating county within 24 hours of the incident for their records and information
- (11) ensuring the work area is clear of debris to the specified level before equipment moves to a new work area
- (12) accurately measuring and calculating load hauling compartments and volume capacities in cubic yards
- (13) documenting and recording all required measurements and computations adequately
- (14) properly monitoring and recording performance and productivity of debris removal crews

- (15) remaining in constant contact with designated debris removal management personnel
- (16) ensuring that loads are properly contained before leaving the loading area
- (17) ensuring that only eligible debris is collected for loading and hauling**
- (18) performing safety inspections of all vehicles, equipment and all elements of the work sites
- (19) performing other duties as directed by designated debris removal management personnel and/or designated county personnel

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

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

PRICING AND PAYMENT PROCEDURES

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

Item	Description	Unit Price (Hourly Rate)	Amount
001.	Fixed Site Monitoring		
002.	Field Debris Monitoring		
003.	Project Manager		
004.	Clerical Staff		

005.	Clerical Supervisor		
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*The monitoring services contractor will be compensated based on the actual hours rendered to perform the work. Therefore, the bidder shall provide adequate information to detail the overall hourly cost for each type of monitoring and support staff planned to be utilized. The overall hourly cost to be charged should include all costs of each employee or contract worker. There will be no consideration of overtime charges.

*Maximum Payment Percentage is Capped See Below for Complete Information

Contractor shall agree, in compliance with 2 C.F.R. 200.318 (j)(1) -(j)(2) requirements for time and material contracts, compensation under this Agreement shall not exceed 20% of the total debris removal services cost per incident without mutual and/or prior agreement of the County Commission and the contractor and prior approval by FEMA.

- a. When determining the 20% compensation cap listed above, the following formula shall be used, and no monitoring cost shall be included in the Total Debris Removal Services Cost:

Total Debris Removal Monitoring Costs ≤ (20% x Total Amount Paid to Contractor for Debris Removal Services Contract)

- b. Only FEMA Category A eligible debris shall be used in the calculation.
- c. Upon receipt of the Notice to Proceed, the debris removal monitoring services contractor shall provide a monitoring staffing plan for approval by the activating county for all proposed personnel to be utilized during the project. As work progresses, any changes to the monitoring staffing plan must be approved by the initiating county prior to any personnel changes. The monitoring staffing plan should be based on the work plan provided by the Debris Removal Services Contractor.

All pricing shall include any and all costs that the successful bidder may incur to mobilize and maintain the specified services activated under this contract. There will be no separate compensation for housing or other related per diem type costs.

Retainage (This is pulled and adjusted from Section 39-2-12 from the Code of Alabama)

Retainage for this contract shall be held in the same manner it is for Alabama Public Works Projects.

a) Retainage is defined as money belonging to the contractor which has been retained by the activating county conditioned on final completion and acceptance by FEMA of all work in connection with a project or projects by the contractor.

(b) Unless otherwise provided in the specifications, partial payments shall be made as the work progresses at the end of each calendar month, but in no case later than 35 days after the acceptance by the activating county that the estimate and terms of the contract providing for partial payments have been fulfilled. The contract between the contractor and the awarding authority shall designate a person in the activating

county to review the progress of completed work and to review documents submitted by the contractor as provided in this section. The designated person, within 10 days, shall review the submission and respond in writing to accept or forward, as provided in this subsection, a request for payment. In the event of an error in the submission or a dispute regarding compliance with the provisions of the contract, the error or dispute shall be disclosed in writing to the contractor within 10 days and, after corrective actions are taken, the invoice may be resubmitted and shall be addressed as provided in this section. In the absence of error or dispute, the activating county shall proceed within 10 days as follows for payment of the invoice:

(c) In making the partial payments, there shall be retained not more than 5 percent of the estimated amount of work done, and after 50 percent completion has been accomplished, no further retainage shall be withheld. The retainage as set out above shall be held until final completion and acceptance by FEMA of all work covered by the contract.

All bids will be evaluated utilizing a bid pricing scoring sheet that will be available to all bidders and interested parties

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

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

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

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

DOCUMENTATION OF EXPERIENCE

All bidders shall provide documentation to establish satisfactory experience and expertise in providing monitoring services that **comply with all AEMA, FEMA, and FHWA guidelines and regulations**.

Examples of recommended documentation include any or all of the following:

- (1) A company profile which includes the firm name, business address, and telephone number, years in business, number of employees, and any other relevant information
- (2) Type of ownership and parent company, if any
- (3) Information indicative of experience in other debris removal monitoring projects that documents successful and reliable experience in past performance
- (4) Resumes of key staff expected to be employed on the project
- (5) A proposed implementation and deployment plan for providing services in the region including anticipated use of company v. contract workers
- (6) Explanation of training methods and frequency
- (7) Current capacity and contracts including current clients in the State of Alabama
- (8) Description of data management software and/or reporting capabilities
- (9) References from past projects
- (10) Evidence of financial stability including insurance, bonding ability, and assets
- (11) Any other documentation the bidder deems appropriate to demonstrate the company's ability to perform the functions of the contract to be awarded

BONDING AND INSURANCE

All bidders shall provide adequate documentation to demonstrate ability to satisfy the following requirements related to insurance, bonding, and payment of damages for noncompliance with the contract or Notice to Proceed:

General and Professional Liability Insurance

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

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

Professional Liability:
\$10,000,000 per occurrence

General Liability:

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

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

\$2,500,000 - Personal injury aggregate

Automobile Liability:

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

Any automobile including hired and non-owned vehicles

Statutory Workers Compensation as required under Alabama law

Employers Liability:

\$250,000 - Limit each occurrence

Umbrella Coverage:

\$2,500,000 - Each occurrence

\$2,500,000 – Aggregate

Payment and Performance Bond

The monitoring services contractor shall be required to post a contractual payment and performance bond in the amount of **\$2,500,000.00** at the time of execution of the contract between the awarding authority and the successful bidder/monitoring services contractor. This bond shall be made payable to the awarding authority on behalf of the counties in the region and shall be called in on behalf of a county sending the monitoring services contractor a Notice to Proceed in the event the monitoring services contractor fails to respond as required in the contract. **Each bidder must provide proof of his or her ability to secure the required bond at the time of execution of the contract if he or she is determined to be the lowest responsible bidder meeting bid specifications.** Once a monitoring services contractor has been activated, they shall be required to post a separate performance bond in the amount of **\$2,500,000.00** payable to the activating county in the event that they fail to complete a project, or otherwise fail to satisfy any other obligations under the contract.

BID SUBMITTAL FORM
Monitoring Services Bid – Region _____

Company Name: _____

Address: _____

Bid Submitted by: _____

(Name of company representative)

Title: _____

E-mail address: _____

Phone: _____

Fax: _____

Item	Description	Unit Price (Hourly Rate)	Amount
001.	Fixed Site Monitoring		
002.	Field Debris Monitoring		
003.	Project Manager		
004.	Clerical Staff		
005.	Clerical Supervisor		

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

Bidder's Initials

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

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

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

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

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

Proof of general and professional liability insurance to cover any damages resulting from services provided by the successful bidder, including any denial of reimbursement due to the actions or inactions of the monitoring services contractor, or from the failure to perform services or complete a project for an activating county _____
Identify documentation attached _____

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

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

Bidder's Initials

That the bid submitted meets the bid specifications _____

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

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

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

That the company will comply with all requirements and/or requests to confirm compliance with Title 2 U.S. Code of Federal Regulations, Part 200; AEMA, FEMA, and FHWA guidelines and regulations; and all applicable local, state and federal law or the version that is effect at the time of the declared event. _____

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

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

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

Signature of Company Representative submitting bid: _____

Title: _____