REGION 3 CONTRACT FOR DEBRIS REMOVAL MONITORING SERVICES

INTRODUCTION

The Association of County Commissions of Alabama (hereinafter "the Association") recently conducted a bid offering for regional debris removal monitoring services through its Alabama County Joint Bid Program. Alabama's 67 counties were divided into seven regions for the purposes of this bid offering. Counties in **Region 3** include **Butler, Barbour, Bullock, Crenshaw, Dallas, Lowndes, Macon, Marengo, Montgomery, Pike, Russell, and Willcox.** Pursuant to the resolution adopted by each county in Region 3, **Butler County** has been selected to serve as the awarding authority for all counties in the region for purposes of awarding the bid to the lowest responsible bidder meeting bid specifications and executing a contract with the successful bidder on behalf of all Region 3 counties.

Bids for debris removal monitoring services in Region 3 were opened at the Association office on October 3, 2025 and on November 11, 2025, the Butler County Commission awarded the regional debris removal monitoring contract for Region 3 to **Thompson Consulting Services, LLC** as the lowest responsible bidder meeting bid specifications. Copies of all bids submitted in response to this bid offering are on file at the Association office. A copy of the bid submitted by Thompson Consulting Services, LLC, including the Invitation to Bid, is attached hereto as Exhibit A and incorporated herein by reference. By executing this agreement, Thompson Consulting Services, LLC, agrees to provide all services included in its bid, and under the terms and conditions set out in said Invitation to Bid, Bid Specifications, and accompanying documentation, including but not limited to those provisions specifically set out below.

GENERAL TERMS OF CONTRACT

As a result of the foregoing, this agreement is entered into pursuant to *Section 41-16-50(c), Code of Alabama 1975* between the Butler County Commission, the awarding authority for Region 3 counties, through its chairperson, and Thompson Consulting Services, LLC, hereinafter referred to as "Contractor", through the undersigned authorized agent, for debris removal monitoring services in all counties in Region 3 under the following terms and conditions:

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

5. Contractor agrees to comply with the Services Activation Procedures included in the Bid Specifications by responding within 24 hours of receipt of a Notice to Proceed from any county in the Region;
6. Contractor also agrees to comply with the Notice to Proceed Procedures attached hereto as Exhibit B and incorporated herein by reference;
7. Contractor agrees to provide each County Engineer, County Administrator, and County EMA Director in Region 3 with proper contact information for delivery of a Notice to Proceed at the time of execution of this contract and where necessary, to provide updated information regarding the same throughout the term of this agreement;
8. Contractor agrees to execute a payment and performance bond in the amount of **$2,500,000** at the time of execution of the contract made payable to **Butler County** on behalf of all counties in the Region, which bond shall be called in on behalf of a county sending a Notice to Proceed in the event the Contractor fails to execute the performance bond required under this agreement upon receipt of a Notice to Proceed or fails to satisfy any other obligations under this agreement;
9. A copy of the posted bond provided in paragraph 8 shall be sent to the awarding authority for Region 3 by certified mail to the corresponding address listed in Exhibit C;
10. If the Contractor is **awarded contracts for two or more regions** under the Alabama County Joint Bid Program, then the Contractor may satisfy the bonding requirement provided in paragraph 8 above by posting a single contractual payment and performance bond in the amount of **$2,500,000.00** at the time of execution, provided that the bond is made payable to all awarding authorities on behalf of the counties in their respective regions. The bond 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. If the bond is called in, then the monitoring services contractor, within 24 hours, shall post another $2,500,000.00 contractual payment and performance bond made payable to all of the awarding authorities in the covered regions;
11. Copies of the posted bond provided in paragraph 10 shall be sent to each of the awarding authorities by certified mail at the corresponding addresses listed in Exhibit C;
12. Contractor has provided proof of insurance as part of its bid and hereby agrees to maintain that general and professional liability insurance at all times throughout the terms of this agreement and to notify Butler County and the Association immediately in the event there is a change in insurance coverage or insurance provider different from that submitted with the contractor's bid;
13. Contractor shall agree, in compliance with 2 C.F.R. § 200.318 (j) requirements for time and materials 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;
14. Both parties agree to comply with the Pricing and Payment Procedures set out in Exhibit A;
15. Both parties agree that all billing and payment processing will be handled as provided in Exhibit A and shall be handled directly between the contractor and the county in which debris removal monitoring services are provided pursuant to a Notice to Proceed received from the activating county;
16. Contractor agrees to exercise due care in the performance of all activities performed for an activating county and to be responsible for damages to any property caused by its equipment or workers at no expense to the activating county as provided in Exhibit A;
17. Contractor agrees to notify the activating county immediately of any damages to any property which occur during debris removal activities as provided in Exhibit A;

18. Contractor agrees to perform all debris removal monitoring activities in compliance with and consistent with the policies and publications of the Alabama Emergency Management Agency, Federal Emergency Management Agency, and Federal Highway Administration in effect at the time of the work being performed as provided in Exhibit A;
19. Both parties agree that only work identified in the Scope of Services set out in Exhibit A shall be performed pursuant to this agreement and there shall be no change in scope of services performed or time frames for completion of the project;
20. Contractor agrees to be responsible for any and all corrective action and/or payment of any resulting fines or penalties required in response to any notices of violations issued by any federal, state, or local agency as a result of the Contractor's actions while conducting activities on behalf of the activating county as provided in Exhibit A;
21. Both parties agree that, as provided in Exhibit A, this contract may be renewed for a second and third year under the identical price, terms, and conditions upon mutual consent of both parties approved in writing by both parties no later than 90 days prior to the expiration of the existing contract;
22. Both parties agree that this contract shall be in full force and effect from **December 1, 2025 to November 30, 2026.**

WARRANTIES AND REPRESENTATIONS

The Contractor shall at all times during the term of this agreement comply with all federal, state, county, and municipal laws, ordinances, and regulations. The contractor shall not discriminate against any employee or applicant due to sex, race, color, creed, national origin or ancestry. The contractor certifies that it is eligible to perform this contract under federal, state, and local law, is not now and has never been debarred from performing federal or state government contracts and that all subcontractors used in the performance of this contract have the same qualifications.

Section 31-13-9, Code of Alabama 1975 (the Beason-Hammon Alabama Taxpayer and Citizen Protection Act) imposes conditions on the award of county contracts. 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.

Alabama Act 2016-312, codified at Section 41-16-5, Code of Alabama 1975, imposes conditions on the award of county contracts. By signing this contract, the Contractor certifies that it has knowledge of the provisions of this act and 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.

Alabama Act 2023-409, codified at Section 41-16-160 to -166, Code of Alabama 1975, imposes conditions on the award of county contracts. By signing this contract, the Contractor certifies that it has knowledge of the provisions of this act and that it, without violating controlling law or regulation, does not and will not, during the term of the contract, engage in economic boycotts as the term "economic boycott" is defined in Section 41-16-160(2).

COMPLIANCE WITH FEDERAL LAW AND REGULATIONS

The Contractor shall at all times during the term of this contract comply with all applicable federal law and regulations for debris removal monitoring services in all counties in **Region 3**. Further, during the performance of this contract, the Contractor shall agree to the following federal laws and regulations:

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

During the performance of this contract, to the extent that 41 C.F.R. Part 60-1.4(b) remains valid law, the contractor agrees as follows:

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

2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5) The Contractor will comply with all provisions of Executive order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Contract Work Hours and Safety Standards Act

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

2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States, for liquidated damages as provided in 48 C.F.R. 52.222-4, at the rate specified at 29 C.F.R. 5.5(b)(2).

3) Withholding for unpaid wages and liquidated damages. The FEMA Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4) Payrolls and basic records. The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the federal government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate

those required for construction work by Department of Labor regulations at 29 C.F.R. 5.5(a)(3) implementing the Construction Wage Rate Requirements statute.

5) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Clean Air Act

1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2) The Contractor agrees to report each violation to Butler County and the Association of County Commissions of Alabama and understands and agrees that the Butler County Commission and the Association of County Commissions of Alabama will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

Federal Water Pollution Control Act

1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2) The contractor agrees to report each violation to Butler County and understands and agrees that the Butler County Commission will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

2 C.F.R. 200.318(j)(1)-(j)(2) Time and Materials Contract Compliance

1) Contractor shall agree, in compliance with 2C.F.R.200.318(j)(1)-(j)(2) requirements for time and materials 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 activating County and the contractor and approval provided by FEMA.

Suspension and Debarment

1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its

affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. § 180.935).

2) The Contractor must comply with 2 C.F.R.pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

3) This certification is a material representation of fact relied upon by Butler County and the Association. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Butler County and the Association, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment

4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

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

Access to Records

1) The contractor agrees to provide Butler County, the Association, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives' access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3) The Contractor agrees to provide the FEMA Administrator, or his authorized representatives, access to construction or other work sites pertaining to the work being completed under the contract.

Department of Homeland Security Seal, Logo, and Flags

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

Compliance with Federal Law, Regulations, and Executive Orders

1) The Contractor acknowledges that FEMA financial assistance will be used to fund this contract. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

2) The Contractor acknowledges the Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts

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

PENALTIES, TERMINATION AND DEFAULT

Time is of the essence in providing the services required in this agreement as set out in Exhibit A. As such, the contractor shall be assessed liquidated damages in the amount of $5,000 per calendar day for each day in which contract activities extend beyond the maximum allowable time established.

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

This contract shall be terminated for cause if the Contractor defaults in the performance of any of the terms of this agreement, including but not limited to: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third party claims filed or reasonable evidence that a claim will be filed, or other reasonable cause; or otherwise fails to cure any other deficiency identified by an activating county within 24 hours of delivery of notice of said deficiency. Under the terms of this agreement, the contractor is in default if he or she fails to respond to a Notice to Proceed issued by any of the counties in the Region or fails to complete a project in any county in the Region after work has begun pursuant to a Notice to Proceed issued by said county. Butler County and all counties in the Region retain all other legal or equitable rights or remedies existing as a result of said default, including but not limited to any legal process necessary to obtain any sureties securing this contract. Any reasonable attorney's fee incurred in enforcing this contract will not exceed 5% of said contract price.

This contract is binding upon and insures to the benefit of the counties in the Region and is the whole agreement of the parties and governed by the law of the State of Alabama. There shall be no change orders or modifications of this agreement or services to be performed pursuant to Exhibit A by the Contractor or any of the counties in the Region.

The contractor shall save and hold harmless all counties in the Region, State of Alabama, the U.S. Government, their respective employees, officials and agents from and against all liability, claims and demands on account of personal injuries (including without limitation workmen's compensation and death claims) or property loss or damages of any kind whatsoever, which arise out of or be in any manner connected with, or are claimed to arise out of or be in any manner

connected with, the performance of this agreement, regardless of whether such injury, loss or damage shall be caused by, or be claimed to be caused by, the negligence or other fault of the Contractor, any subcontractor, agent or employee.

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

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

Executed on this the 17th day of November, 2025.

Chairperson
Butler County Commission

Jon Hoyle
Company Representative - President
Thompson Consulting Services, LLC

BID SUBMITTAL FORM

Monitoring Services Bid – Region 3

Company Name: Thompson Consulting Services, LLC

Address: 2601 Maitland Center Parkway

Maitland, FL 32751

Bid Submitted by: Jon Hoyle

(Name of company representative)

Title: President

E-mail address: jhoyle@thompsoncs.net

Phone: 407-792-0018

Fax: 407-878-7858

Item	Description	Unit Price (Hourly Rate)	
001.	Fixed Site Monitoring	$ 38.00	$ 7.60
002.	Field Debris Monitoring	$ 38.00	$ 38.00
003.	Project Manager	$ 69.00	$ 6.90
004.	Clerical Staff	$ 17.50	$ 0.88
005.	Clerical Supervisor	$ 42.00	$ 2.10

Pricing Assumptions

1. TCS Estimates that Item 2 - Field Monitor is the base Unit. Fixed debris site monitors, Project Manager, and Clerical Functions are a function of the number of field monitors deployed. Planning Assumptions are as follows:

- Fixed Debris Site 1:5 Field Debris Monitors
- Project Manager 1:10 Field Debris Monitors
- Clerical Staff 1:20 Field Debris Monitors
- Clerical Supervisor 1:20 Field Debris Monitors

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 Section 1, Section 2 & Section 4.

Ability to perform services as required by bid specifications
Identify documentation attached Section 1 & Section 3

Ability to activate adequate and properly trained personnel to perform services in compliance with current AEMA, FEMA, and FHWA guidelines to ensure reimbursement for debris removal activities, if reimbursement is available
Identify documentation attached Section 3

Record of past performance on other debris removal monitoring services contracts in compliance with current AEMA, FEMA, and FHWA guidelines
Identify documentation attached Section 1

Financial ability to perform services required in an activating county under the payment procedures set out in the bid specifications
Identify documentation attached Section 5

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 Section 5

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 Section 5

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

	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, 2025 to November 30, 2026**	
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 does comply, and will comply, with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Ala. Code § 31-13-9), the anti-boycott law (Ala. Code § 41-16-5), and the anti-economic boycott law (Ala. Code § 41-16-160 *et seq.*)	
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: President

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, October 3, 2025. 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, **October 3, 2025**, 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.*) All bidders shall also affirm that they are in compliance with, and will comply with, Alabama's anti-boycott law (Ala. Code § 41-16-5) and anti-economic boycott law (Ala. Code § 41-16-160 *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 the most current 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 the most current 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, 2025 to November 30, 2026** 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 the most current 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 current 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 current 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 current 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 current 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 current 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 current 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 current 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 current 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:

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 small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are used when possible. The affirmative steps must include:

a. Placing these business types on solicitation lists;

b. Assuring that these business types are solicited whenever they are deemed eligible as potential sources;

c. Dividing procurement transactions into separate procurements to permit maximum participation by these business types;

d. Establishing delivery schedules, where the requirement permits, which encourages participation by these business types;

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 current 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 that 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 current 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 current 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		

*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.

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 current 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 Bonds

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. A copy of the posted bond shall be sent to the awarding authority by certified mail at the following address or addresses:

- **AWARDING AUTHORITY FOR REGION 1: Clarke County Commission**
  P.O. Box 548
  Grove Hill, AL 36451

- **AWARDING AUTHORITY FOR REGION 2: Houston County Commission**
  P.O. Drawer 6406
  Dothan, AL 36302

- **AWARDING AUTHORITY FOR REGION 3: Butler County Commission**
  P.O. Box 756
  Greenville, AL 36037

- **AWARDING AUTHORITY FOR REGION 4: Elmore County Commission**
  100 East Commerce St., Ste.200
  Wetumpka, AL 36092

- **AWARDING AUTHORITY FOR REGION 5: Fayette County Commission**
  103 1st Avenue NW, Suite 2
  Fayette, AL 35555

- **AWARDING AUTHORITY FOR REGION 6: Calhoun County Commission**
  1702 Noble Street, Suite 103
  Anniston, AL 36201

- **AWARDING AUTHORITY FOR REGION 7: Etowah County Commission**
  800 Forrest Avenue, Suite 113
  Gadsden, AL 35901

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.

If a monitoring services contractor is awarded contracts for two or more regions, then the monitoring services contractor may satisfy the above bonding requirement by posting a single contractual payment and performance bond in the amount of $2,500,000.00 at the time of execution, provided that the bond is made payable to all awarding authorities on behalf of the counties in their respective regions. The bond 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. If the bond is called in, then the monitoring services contractor, within 24 hours, shall post another $2,500,000.00 contractual payment and performance bond made payable to all of the awarding authorities in the covered regions. Copies of the posted bonds shall be sent to each of the awarding authorities by certified mail at the addresses listed in the respective contracts.

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)	
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 current 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 current 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 following:

	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, 2025 to November 30, 2026**	_____
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 does comply, and will comply, with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Ala. Code § 31-13-9), the anti-boycott law (Ala. Code § 41-16-5), and the anti-economic boycott law (Ala. Code § 41-16-160 *et seq.*)	_____
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: _____

"Exhibit B"

NOTICE TO PROCEED

Date

Company Representative
Contractor's Name
Contractor's Address

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

Dear (Company Representative):

Pursuant to the terms of the Region _ debris removal monitoring services contract effective **December 1, 2025**, you (the "Contractor") are hereby given notice that _____ County is activating the contract for debris removal monitoring resulting from (brief description of disaster causing activation). As per the contract, you are required to respond to this **NOTICE TO PROCEED** within 24 hours of receipt of this notice. Additionally, you are required to place project personnel, including the project manager, in the county with the same 24-hour period. Please respond by contacting _____ directly at _____ upon receipt of this NOTICE to make necessary arrangements for beginning work under this activation notice. You should also sign and date this original and return it to my attention by facsimile at (enter fax number).

As you know, your company is required to maintain professional liability insurance in the amount of **$10,000,000** per occurrence. Please provide proof of this insurance prior to beginning any work under this activation.

Pursuant to the contract, you are required to provide services as provided in the Invitation to Bid as requested by the activating county. Please review this document to ensure that you remain in compliance with its terms at all times.

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

Sincerely,

Chairman's Name

Chair, _____ County Commission

Contractor's Name

Received by_____ Date_____

"Exhibit C"

ADDRESSES BY REGION FOR THE AWARDING AUTHORITIES OF THE ACCA DEBRIS SERVICES PROGRAM

REGION 1 – CLARKE COUNTY COMMISSION

ATTN: County Administrator
Clarke County Commission
P.O. Box 548
Grove Hill, AL 36451

REGION 2 – HOUSTON COUNTY COMMISSION

ATTN: County Administrator
Houston County Commission
P.O. Drawer 6406
Dothan, AL 36302

REGION 3 – BUTLER COUNTY COMMISSION

ATTN: County Administrator / County Engineer
Butler County Commission
P.O. Box 756
Greenville, AL 36037

REGION 4 – ELMORE COUNTY COMMISSION

ATTN: County Administrator
Elmore County Commission
100 E. Commerce St., Suite 200
Wetumpka, AL 36092

REGION 5 – FAYETTE COUNTY COMMISSION

ATTN: County Administrator
Fayette County Commission
103 1st Avenue N.W., Suite 2
Fayette, AL 35555

REGION 6 – CALHOUN COUNTY COMMISSION

ATTN: County Administrator
Calhoun County Commission
1702 Noble St., Suite 103
Anniston, AL 36201

REGION 7 – ETOWAH COUNTY COMMISSION

ATTN: County Administrator
Etowah County Commission
800 Forrest Ave., Suite 113
Gadsden, AL 35901