INVITATION TO BID

STATE OF ALABAMA

COUNTY OF BALDWIN

NOTICE IS HEREBY GIVEN that the County Commission of Baldwin County, Alabama, will **receive bids in the Purchasing Office on August 11, 2026, at 1:00 P.M., for the Provision of Annual Scrap Metal & White Goods Recycling Services for the Baldwin County Commission. Bids will be opened on August 11, 2026, at 1:30 P.M., in the Purchasing Conference Room located at 257 Hand Ave., Bay Minette, Alabama. Bids received after the August 11, 2026, at 1:00 P.M. deadline will not be considered.** All times to be determined solely by the clock on the wall of the Purchasing Conference Room. For all purposes and uses herein, a bid and all required paperwork is "received" at the time and date indicated on the Purchasing Office file stamp which shall be impressed on the face of all such documents when and as presented at the Purchasing Office.

SEE ATTACHED SPECIFICATIONS

This invitation package consists of **TWENTY (20)** pages. Bidders shall verify that have received all pages as indicated. If all pages have not been received, then it is the responsibility of the bidder to contact the Purchasing Director, Wanda Gautney at (251) 580-2520 phone, (251) 580-2536 fax.

GENERAL BID INFORMATION

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

The use of specific names and numbers in the specifications is not intended to restrict the bidder or any seller or manufacturer but is solely for the purpose of indicating the type, size and quality of materials, product services, or equipment considered best suited for Baldwin County.

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

BIDDER QUALIFICATIONS

All Bidders must be in, and remain, and by submitting a bid represent that they are and will remain, in compliance with all applicable Federal, Alabama State, County and municipal laws, regulations, resolutions and ordinances. In particular, and without limitation, all bidders must be and remain licensed and permitted in accordance with The Code of Alabama Title 10, concerning corporations doing business within Alabama, Title 34, dealing with licensing for businesses, and Title 40, concerning licenses and taxation, unless otherwise exempt. All bidders shall be prepared to timely submit to the County non-confidential evidence or documentation demonstrating that they are presently licensed and permitted under Alabama law. Such non-confidential evidence or documentation is encouraged to be submitted with the Bid Package.

The bidder expressly acknowledges, to and for the benefit of the Baldwin County Commission, that this Agreement may be funded with **federal grant monies** and, therefore, bidder expressly warrants and agrees that it shall at all times comply with all applicable federal, state, local and municipal laws and regulations. For more information about the Federal regulations visit the website https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200 Code of Federal Regulations.

The Certification Regarding Lobbying form must be completed and submitted in your response package.

All bidders must provide proof of proper certification of authority, and any required registration, to transact business in this State, in order to perform work for the Baldwin County Commission. Bidder's Registration Number shall be provided on the Bid Response Form. The phone number for the Alabama Secretary of State is (334) 242-5324, Corporate Division.

All vendors, contractors and grantee are required to comply with the Alabama Immigration Law under Sections 31-13-9 (a) and (b) of the Code of Alabama. Information and forms can be found on the Baldwin County Commission's Purchasing website under E-Verify at www.baldwincountyal.gov All bidders should submit with their bid response the completed E-Verify package which can be downloaded from the Purchasing website **www.baldwincountyal.gov**

All bidders that qualify as a Disadvantaged Business Enterprise (DBE) must provide supporting documentation in their bid response along with the completed DBE Registration form that may be downloaded from the County website www.baldwincountyal.gov A Disadvantaged Business Enterprise or DBE means a for-profit small business that (1) is at least 51% owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51% of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

PREPARING THE BID

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

These specifications exhibit the general intent and purpose of Baldwin County regarding this bid; and they shall be so considered by the bidders. Accordingly, the bidder admits and agrees that said specifications are not complete in every detail. The bidder also agrees that the work and materials not indicated, or expressly mentioned in these specifications, but which are reasonably necessary for the full and faithful performance of the item(s) bid in accordance with the full and faithful intent, will be included in the bid and incorporated in the work the same as if fully and expressly indicated and specified.

The Bidders shall list on a separate sheet of paper any variations from, or exceptions to, the conditions and specifications of this bid. The exceptions shall be labeled **"EXCEPTION(S) TO BID CONDITIONS AND SPECIFICATIONS,"** and shall be attached to the front of the bid inside the Bid Package. Additional features and/or capabilities not included in the specifications may be included in the bid.

To facilitate the bid evaluation and tabulation, bids should be submitted with specifications identified in the order in which they appear in this document. If applicable, the bidder will provide cost in two (2) categories:
(1) Cost using material as specified.
(2) Cost using material as specified of at least 25% recycled material, if available.
It is the intent of the Commission to award bids which include recycled material when not prohibitive in cost and when in compliance with all other terms and conditions of the Alabama Competitive Bid Law.

IF THE TOTAL PROPOSED BID AMOUNT EXCEEDS $10,000.00, A BID GUARANTEE OF AT LEAST 5% OF THE PROPOSED BID AMOUNT, NOT TO EXCEED $10,000.00, WILL BE INCLUDED WITH THE BID. Such bid guarantee shall be in the form of a bid bond (individual or annual, provided, that bonding is available for such services, equipment or materials), postal money order, certified check, cashier's check, or Letter of Credit. **No exceptions will be allowed.** In the event that a bidder is unable to, or does not, accept the bid award, the bid guarantee may be forfeited to the County at the County's discretion.

SUBMITTING THE BID

In the event that a bidder is financing the product(s) through another agency other than itself, the financing agency must sign the Bid Response Form along with the bidder. A copy of the financing agreement and all conditions must be included with the Bid Response Form. The bidder and the Financing Agency will be held to the requirements stated in the Invitation to Bid. Any assignment of the financing agreement must be approved by the financing agency and the County Commission. Failure to disclose the financing information and all conditions will disqualify the Bidder at the County's discretion.

Bidders that are returning a **NO BID** statement shall write on the outside of the Bid Package, the **Bid Number (i.e., WG26-41) with "NO BID"** written underneath. The Bid Package will not be opened in public, but it will be noted that the bidder did respond.

Bids may be hand delivered at any time prior to the bid opening date and time to the Baldwin County Purchasing Office, Annex III Building, 257 Hand Avenue, ATTN.: Wanda Gautney, **(mailing) 312 Courthouse Square-Suite 15, Bay Minette, Alabama 36507**. The Commission cannot guarantee that bids sent by mail or courier will be received on or before the bid opening day and time as required. Bids received after the deadline shall not be accepted and shall be returned.

All bids received must be in a sealed envelope plainly marked, **"WG26-41" "ANNUAL SCRAP METAL & WHITE GOODS RECYCLING SERVICES."** Bids submitted by "Express/Overnight" services must be in a separate inner envelope/package sealed and identified as stated in the previous sentence. Bidders and any other interested individuals are invited to attend the bid opening.

BID AWARD

The Baldwin County Commission, at its discretion, may offer an extension of the Contract awarded to the successful bidder for an additional period not to exceed twelve (12) months or until such time that a new contract can be bid and awarded. Any extension will be at the same prices, terms and conditions. Any extension must have the written approval of both the County and Awarded Bidder within sixty (60) days prior to the expiration of the original contract.

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

The County Commission reserves the right to study bids as to their correctness and may award the bid within a thirty (30) day period, but the County Commission reserves the right to extend the bid award for an additional thirty (30) days until an award decision can be made.

The Baldwin County Commission 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.

TITLE 39/CODE OF AL COMPLIANCE

As a condition of any Bid Award and the respective contract(s) pursuant thereto, the County places full reliance upon the fact that it is the sole responsibility of any contractor, person or entity entering into such a contract with Baldwin County for the prosecution of any public works, to ensure that they and/or any of their respective agents comply with all applicable provisions of Title 39-1-1 et seq. Code of AL 1975.

More specifically, any contractor, person or entity entering into such a contract with Baldwin County for the prosecution of any public works shall be in compliance with, and have full knowledge of, the following provisions of Title 39:

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

"(g) Subsection (f) shall not apply to contractors performing contracts of less than one hundred thousand ($100,000) in amount. In such cases, the governing body of the contracting agency, to expedite final payment, shall cause notice of final completion of the contract to be published one time in a newspaper of general circulation, published in the county of the contracting agency and shall post notice of final completion on the agency's bulletin board for one week, and shall require the contractor to certify under oath that all bills have been paid in full. Final settlement with the contractor may be made at any time after the notice has been posted for one entire week." §39-1-1 (g) Code of AL 1975.

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

Done this 21st day of July 2026.

Roger H. Rendleman s/s
ROGER H. RENDLEMAN, County Administrator
Baldwin County Commission

BID #WG26-41 SPECIFICATIONS
The Baldwin County Commission is seeking scrap metal and white goods recycling services for its Highway Facilities, Sheriff's Garage and any additional locations needed.

No bid may be withdrawn for a period of thirty (30) days following the bid opening unless approved by the Baldwin County Commission, Bay Minette, Alabama.

The bid will be awarded to the **highest responsible bidder** complying with the conditions of the bid invitation provided that said bid is reasonable and is in the best interest of Baldwin County.

BID RESPONSE FORM
Each supplier should use the Response Form provided for their bid. Exceptions are to be attached to the back of the Response Form.

CONTRACT PERIOD
It is the intent of the Baldwin County Commission to award this contract for a twelve (12) month period. Effective the date of the award.

The Baldwin County Commission intends to award the bid to one vendor**.**

BIDDER QUALIFICATIONS
The County may make such investigations as they deem necessary to determine the ability of the bidders to furnish all services, materials and equipment, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted, or investigation of such bidder, fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to furnish all services, materials and equipment contemplated therein. Conditional bids will not be accepted.

LAWS AND REGULATIONS
The bidder's attention is directed to the fact that all applicable federal and state laws, municipal ordinances, and rules and regulations of all authorities having jurisdiction over the work performed under the Contract shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

COMPENSATION INSURANCE
Contractor shall procure and shall maintain during the life of this contract Workmen's Compensation Insurance for all of his employees to be engaged in work on the project under his contract, and, in case of any such work sublet, the Contractor shall require the Subcontractor similarly, to provide Workmen's compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case a class of employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each Subcontractor to provide adequate employer's general liability insurance for the protection of such of his employees as are not otherwise protected. The Baldwin County Commission, its Departments and its employees shall be named as additional insured.

CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE
Prior to performing services pursuant to this Contract, BUYER shall carry, with insurers satisfactory to COUNTY, throughout the term of hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than $1,000,000, combined single

limit, for both bodily injury liability and property damage liability each occurrence; Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than $1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; and Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the County as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to County in the event of cancellation, termination or any change in such insurance policies. The workers' compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should BUYER fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, County may, at its option, suspend this Contract until insurance is obtained, terminate this Contract immediately without further action, or hold BUYER in material default and pursue any and all remedies available.

The Contractor agrees to maintain such coverage as is required in this section for a period of one (1) year from the date of completion of the work pursuant to the Contract or at the date of the final payments made by the Contractor to the County, whichever occurs first.

COUNTY'S PROTECTIVE LIABILITY INSURANCE

The Contractor shall at his expense provide County's protective liability policies issued in the names of the County and its departments covering their liability for operation of the Contractor. These policies shall provide limits of liability in the amount of $500,000.00 per occurrence bodily injury and property damage, $1,000,000.00 aggregate.

INDEMNITY AND HOLD HARMLESS PROVISION

To the fullest extend allowed by law, BUYER shall indemnify, defend and hold COUNTY and its Commissioners, affiliates, employees, agents, and representatives (collectively "County") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees, and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon County, as a result of or in any manner related to provision of services hereunder, or any act or omission, by BUYER. BUYER shall provide the COUNTY with proof of general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration or termination of this agreement.

SUBCONTRACTOR'S PUBLIC LIABILITY & PROPERTY DAMAGE INSURANCE

The Contractor shall require each of his Subcontractors to produce and maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage Insurance of the type specified in the above paragraph hereof, in amounts approved by the County.

Three (3) executed copies of each subsequent endorsement affecting the coverage of policies and of each cancellation shall be forwarded to the County.

SAFETY STANDARDS AND ACCIDENT PREVENTION

With respect to all work performed under this Contract, the Contractor shall:
Comply with the safety standards provisions of applicable laws, building and construction codes as required by the OHSA (Occupational Safety and Health Act). Contractor shall exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.

The Contractor shall furnish and maintain sufficient and adequate danger signals, lights, barriers**,** etc., as necessary to prevent accidents and to protect the work site. These items are considered incidental and are considered as part of the Contract.

CANCELLATION CLAUSE

The County or Contractor reserves the right to terminate the contract prior to the end of the period indicated upon thirty (30) day's written notice, with or without cause.

SCOPE OF WORK

The Baldwin County Commission has five (5) locations in the County at this time that will use these services.
Four (4) Highway Facilities and one (1) Sheriff's Garage.

Miscellaneous Scrap Metal, White Goods, Heavy Scrap Metal, and Sheet Aluminum are separated at each facility and stored for recycling purposes.

The Baldwin County Commission is requesting bids for the sale of *Miscellaneous Scrap Metal*, (including but not limited to sheet metal, wire, grills, swing sets, lawn furniture, steel drums and various other miscellaneous scrap metal), *White Goods*, (including but not limited to refrigerators, freezers, stoves, washers, dryers, water heaters and other appliances), *Heavy Scrap Metal* (including but not limited to brake drums, engine blocks, cylinder heads, structural steel, hydraulic cylinders, dozer tracks, nuts, bolts, screws, washers, miscellaneous hardware, and various other heavy steel or iron materials approximately ¼" thick or greater), and *Sheet Aluminum* (thin non-extruded and non-cast such as road signs).

Recycling Company (Buyer) must remove *Miscellaneous Scrap Metal, White Goods, Heavy Scrap Metal* and *Sheet Aluminum* from the facilities listed in the above section approximately once per quarter, however Baldwin County staff reserve the right to schedule more frequent or less frequent removal as needed. Quantities of removed materials of each pick-up cycle to be typical that may be removed via semi tractor-trailer. Buyer may not "pick and choose" *Miscellaneous Scrap Metal* and *White Goods* to remove. Quantity and type of material provided to the Buyer at Baldwin County locations or delivered to the Buyer by the County at the Buyer's designated location will be determined solely by the County. All material removed by the Buyer or delivered to the Buyer by the County at the Buyer's designated location, will become the property of the Buyer and the responsibility of the Buyer. All collections and disposal by the Buyer shall be in accordance with all guidelines established by the Alabama Department of Environmental Management. (ADEM)

Buyer is responsible for collection of all refrigerants from refrigerant-containing appliances or equipment. Refrigerant removal may be performed on-site or off-site. A certified report of

refrigerant removal conducted by a reputable firm must be submitted to the Baldwin County Purchasing department within thirty (30) days of receipt of refrigerant-containing material.

Buyer will transport *Miscellaneous Scrap Metal, White Goods, Heavy Scrap Metal,* and *Sheet Aluminum* from facilities listed above. Baldwin County staff shall segregate *Heavy Scrap Metal and Sheet Aluminum from Miscellaneous Scrap Metal and White Goods. Miscellaneous Scrap Metal and White Goods* may be mixed or co-mingled for the purpose of transportation. Loading of material may be performed by Baldwin County personnel and equipment or the Buyer may self-load the material at its option. The Baldwin County Commission accepts no liability for damage to equipment owned by, rented by, or leased to Buyer.

Baldwin County may elect to self-haul *Miscellaneous Scrap Metal, White Goods, Heavy Scrap Metal,* and *Sheet Aluminum* to the Buyer and will schedule delivery of each load to the Buyer's facility in advance.

Total tonnage of *Miscellaneous Scrap Metal and White Goods, Heavy Scrap Metal,* and *Sheet Aluminum* will be calculated from weigh scale load tickets as generated at the facilities listed above.

Any questions related to this Invitation to Bid are to be directed by E-mail to the Purchasing Director, Wanda Gautney, **wgautney@baldwincountyal.gov**

BID #WG26-41 RESPONSE FORM
Provision of Annual Scrap Metal & White Goods Recycling Services

Date: _____

Out of State _____ or _____ If yes, _____
Yes No Registration Number

Company Name: _____

Address: _____

_____

_____

Company Rep. _____
(Rep. Name Typed or Printed)

Position: _____

Email address: _____

Phone: _____

Fax: _____

A. Scrap Metal & White Goods transported by Buyer

Amount Bid: $_____per net ton

B. Scrap Metal & White Goods loaded and transported by Buyer

Amount Bid: $_____per net ton

C. Scrap Metal & White Goods self-hauled by County

Amount Bid: $_____per net ton

D. Heavy Scrap Metal Goods transported by Buyer

Amount Bid: $_____per net ton

E. Heavy Scrap Metal Goods loaded and transported by Buyer

Amount Bid: $_____per net ton

F. Heavy Scrap Metal Goods self-hauled by County

Amount Bid: $_____per net ton

G. Sheet Aluminum Metal Goods transported by Buyer

Amount Bid: $_____per net ton

H. Sheet Aluminum Metal Goods self-hauled by County

Amount Bid: $_____per net ton

State of Alabama)

County of Baldwin)

CONTRACT FOR SALE/PURCHASE OF GOODS

This Contract for Sale/Purchase of Goods is made and entered into by and between the County of Baldwin (hereinafter called "COUNTY"), acting by and through its governing body, the Baldwin County Commission, and **BUYER,** (hereinafter referred to as "BUYER").

WITNESSETH:

Whereas,

Whereas,

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the sufficiency of which being hereby acknowledged, BUYER and COUNTY do hereby agree as follows:

I. Definitions The following terms shall have the following meanings:

A. COUNTY: Baldwin County, Alabama

B. COMMISSION: Baldwin County Commission

C. BUYER:

II. Obligations Generally. This document shall serve as the binding contract for the Buyer's purchase of goods from the County. All purchase transactions shall be commenced and completed in a timely manner as, and at the times, herein set out.

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

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

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

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

VII. Legal Compliance. BUYER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations whether or not said law or regulation is mentioned herein.

VIII. Independent Contractor. BUYER acknowledges that it is an independent contractor, and BUYER shall at all times remain as such in performing the services under this Contract. BUYER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that BUYER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. BUYER is not entitled to unemployment insurance benefits, and BUYER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract.

IX. No Agency Created. It is neither the express nor the implied intent of BUYER or COUNTY to create an agency relationship pursuant to this Agreement. Therefore, the BUYER does not in any manner act on behalf of COUNTY, and the creation of such a relationship is prohibited and void.

X. Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

XI. Entire Agreement. This Contract represents the entire and integrated agreement between COUNTY and BUYER and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by all parties.

XII. Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by BUYER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

XIII. Assignment. This Contract or any interest herein shall not be assigned transferred or otherwise encumbered by BUYER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.

XIV. Ownership of Documents/Work. The COUNTY shall be the owner of all copyright or other intellectual property rights in reports, documents and deliverables produced and paid for under this Contract, and to the extent permitted by Alabama law, any such material may be reproduced and reused at the discretion of the COUNTY without payment of further consideration. BUYER shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of the services hereunder, without the COUNTY's prior written consent, which may be withheld or granted in the sole discretion of the COUNTY.

XV. Notice. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

BUYER:

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

XVI. Services to be Rendered. BUYER is retained by the COUNTY as a professionally qualified **contractor**. The general scope of work for the services shall include all the terms and Conditions of **"Competitive Bid #WG26-41,"** the same being expressly incorporated herein by reference, and without limitation will encompass:

"All provision and conditions and/or specifications listed/stated in Competitive Bid #WG26-41 named, Provision of Annual Scrap Metal and White Goods Recycling Services for the Baldwin County Commission."

A. BUYER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc., as requested. Additionally, BUYER will meet with COUNTY as needed or requested.

B. BUYER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract. Notwithstanding this requirement, BUYER shall closely coordinate the subject services with the COUNTY and designated personnel.

C. BUYER represents and warrants that its services shall be performed within the limits and standards provided by the COUNTY, in a manner consistent with the level of care and skill ordinarily exercised by similar providers under similar circumstances at the time the services are performed.

XVII. General Responsibilities of the COUNTY.

A. The COUNTY shall provide reasonable notice to BUYER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of BUYER's services hereunder or any defect or nonconformance in the work of BUYER.

B. The COUNTY **shall not** be responsible to pay BUYER for services rendered herein.

XVIII. Termination of Services. The COUNTY or BUYER may terminate this Contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, BUYER shall discontinue its work to the extent specified in the notice.

In the event of termination, the BUYER shall pay COUNTY for any scrap metal or white goods collected from COUNTY pursuant to this Contract prior to the date of termination.

XIX. Compensation Limited. No compensation is to be paid to the BUYER under this Contract. Any and all additional expenditures or expenses of BUYER, not listed in full within this Contract, shall not be considered as a part of this Contract and shall not be demanded by BUYER or paid by COUNTY.

XX. Payment to County.

A. Compensation to the COUNTY for purchased Scrap Metal and White Goods transported by Buyer shall be paid at **$**_____ per net ton.

B. Compensation to the COUNTY for purchased Scrap Metal and White Goods loaded and transported by Buyer shall be paid at **$**_____ per net ton.

C. Compensation to the COUNTY for purchased Scrap Metal and White Goods self-hauled by the County shall be paid at **$**_____ per net ton.

D. Compensation to the COUNTY for purchased Heavy Scrap Metal Goods transported by Buyer shall be paid at **$**_____ per net ton.

E. Compensation to the COUNTY for purchased Heavy Scrap Metal Goods loaded and transported by Buyer shall be paid at **$** _____ per net ton.

F. Compensation to the COUNTY for purchased Heavy Scrap Metal Goods self-hauled by the County shall be paid at $_____ per net ton.

G. Compensation to the COUNTY for purchased Sheet Aluminum Metal Goods transported by Buyer shall be paid at **$**_____ per net ton.

H. Compensation to the COUNTY for purchased Sheet Aluminum Metal Goods self-hauled by the County shall be paid at **$**_____ per net ton.

XXI. Method of Payment. BUYER shall submit settlement reports to the COUNTY of anticipated payment for purchased Scrap Metal and White

Goods. BUYER will send the COUNTY a copy of BUYER's weights and grading for the purpose of verifying BUYER's settlement reports.

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

XXII. Effective and Termination Dates. This Contract shall be effective and commence immediately upon the same date of its full execution, and the same shall terminate upon the expiration of twelve (12) months or upon a written notification thereof received by either party within the required thirty (30) day period. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

XXIII. Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.

XXIV. Indemnification. To the fullest extend allowed by law, BUYER shall indemnify, defend and hold COUNTY and its Commissioners, affiliates, employees, agents, and representatives (collectively "County") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees, and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon County, as a result of or in any manner related to provision of services hereunder, or any act or omission, by BUYER. BUYER shall provide the COUNTY with proof of general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration or termination of this agreement.

XXV. Number of Originals. This Contract shall be executed with three (3) originals, both of which are equally valid as an original.

XXVI: Governing Law: This Contract in all respects, including without limitation its formation, validity, construction, enforceability and available remedies, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of law principles.

XXVII: Insurance: Prior to performing services pursuant to this Contract, BUYER shall carry, with insurers satisfactory to COUNTY, throughout the term of hereof, Auto Liability Insurance, including

owned, hired and non-owned vehicles, with limits of not less than $1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than $1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; and Workers' Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the County as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to County in the event of cancellation, termination or any change in such insurance policies. The workers' compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should BUYER fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, County may, at its option, suspend this Contract until insurance is obtained, terminate this Contract immediately without further action, or hold BUYER in material default and pursue any and all remedies available.

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

COUNTY		ATTEST:	
_____ /		_____ /	
JAMES E. BALL	/Date	ROGER H. RENDLEMAN	/Date
Chairman		County Administrator	

NOTARY AND SIGNATURE PAGE TO FOLLOW

State of Alabama)

County of Baldwin)

I, _____, a Notary Public in and for said County, in said State, hereby certify that, James E. Ball, whose name as Chairman of the Baldwin County Commission, and Roger H. Rendleman, whose name as County Administrator, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Services, they, as such officers and with full authority, executed same knowingly and with full authority to do so on behalf of said Commission.

GIVEN under my hand and official seal, this the _____day of _____ 2026.

_____
Notary Public
My Commission Expires

BUYER:

Insert Buyer Name

_____/_____

By _____/Date

Its _____

State of _____)

County of _____)

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

GIVEN under my hand and seal on this the _____ day of _____ 2026.

_____
Notary Public
My Commission Expires

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, ''Disclosure of Lobbying Activities,'' in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

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

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, ''Disclosure of Lobbying Activities,'' in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

* APPLICANT'S ORGANIZATION
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE Prefix: * First Name: Middle Name: * Last Name: Suffix: * Title:
* SIGNATURE: * DATE: