

STAND BY CONTRACT

This Contract is made and entered into by GORDON COUNTY BOARD OF COMMISSIONERS, hereinafter referred to as COUNTY, and KDF ENTERPRISES, LLC, hereinafter referred to as the CONTRACTOR.

WITNESSETH

WHEREAS: The County issued a Request For Proposal: Debris Removal and Disposal Services (The RFP);

WHEREAS: The Contractor submitted a Price Proposal Form for Debris Removal and Disposal pursuant to said RFP;

WHEREAS: The Contractor's proposal was accepted by County; and

WHEREAS: The parties have entered into this Contract to become effective as of February ____, 2021.

THEREFORE: The COUNTY and CONTRACTOR do hereby agree as follows:

ARTICLE 1: IDENTIFICATION OF CONTRACT DOCUMENTS

This Contract shall be in effect for Disaster Removal and Disposal Services listed in the RFP and shall consist of the documents identified below in order of precedence:

1. This Contract
2. The Request for Proposal
3. CONTRACTOR Pricing Proposal

ARTICLE 2: LEGAL AUTHORITY

CONTRACTOR and COUNTY warrant and represent to each other that they have the legal authority to enter into this Contract. The governing body of the County has authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 3: APPLICABLE LAWS

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 4: INDEPENDENT STATUS OF BOTH PARTIES

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of the COUNTY or CONTRACTOR. No provision of this Contract or act of the COUNTY in performance of this Contract shall be construed as making CONTRACTOR the agent, servant

or employee of the COUNTY, the State of Georgia or the United States Government. Employees of CONTRACTOR are subject to the exclusive control and supervision of CONTRACTOR, which is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 5: SUBCONTRACTS & ASSIGNMENTS

CONTRACTOR may subcontract or assign any right, title, obligation or interest it may have herein to third parties. CONTRACTOR shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. The COUNTY shall be liable solely to CONTRACTOR and not to any of its Subcontractors or Assignees.

ARTICLE 6: TITLE NOT RESTRICTIVE

The titles assigned to the various articles of this Contract are for convenience only and are generally descriptive of the matters following. Titles shall not be considered restrictive of the subject matter of any section or part of this Contract.

ARTICLE 7: INVOICES

CONTRACTOR may submit weekly or semi-monthly invoices for services rendered. CONTRACTOR shall submit invoices on a regular basis and in no instance, for more than a thirty (30) day period. CONTRACTOR shall be paid within thirty (30) days of submitting a complete invoice. If there are any items in dispute, CONTRACTOR will be paid for those items not in dispute, and disputed items will be resolved within 45 days, and paid within 10 days of resolution. Disputed items must be submitted to CONTRACTOR within ten (10) days of the receipt of the invoices.

ARTICLE 8: COUNTY'S RESPONSIBILITIES

COUNTY shall be responsible for providing access to all project sites and providing information required by CONTRACTOR that is available in the files of the COUNTY to assist CONTRACTOR in completing any assigned work. COUNTY is responsible for assisting in obtaining any permits for CONTRACTOR to complete any Contractual work.

ARTICLE 9: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to the COUNTY under this Contract. COUNTY through its staff or its designated public accounting firm, the State of Georgia, or the United States Government shall have the right at any reasonable time to inspect, copy and audit those records on the premises of CONTRACTOR. Failure to provide access to records may be cause for termination of this Contract.

CONTRACTOR shall maintain all records pertinent to this Contract for a period of not less than seven (7) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained.

ARTICLE 10: CHANGES AND AMENDMENTS

Any alterations, additions, or deletions to the terms of this Contract which are required by changes in federal law or regulations are automatically incorporated into this Contract without written amendment hereto, and

shall become effective on the date designated by such law or regulation; provided that if CONTRACTOR does not comply with such change, the COUNTY or CONTRACTOR may terminate this Contract as authorized in Article 16.

The COUNTY may, from time to time, require changes in the scope of the services of the CONTRACTOR to be performed hereunder. Such changes that are mutually agreed upon by and between the COUNTY and the CONTRACTOR in writing shall be incorporated into this Contract.

ARTICLE 11: SEVERABILITY

Both parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other terms of this Contract, which shall continue in full force and effect.

ARTICLE 12: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, pandemic, virus, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed.

ARTICLE 13: NON-DISCRIMINATION AND EQUAL OPPORTUNITY

The CONTRACTOR agrees to comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Contract; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Contract.

ARTICLE 14: SCOPE OF SERVICES

The services to be performed by CONTRACTOR are outlined in this Contract the RFP and Contractor's Pricing Proposal.

ARTICLE 15: THE COMPLETE AGREEMENT

This Contract consists of the Contract text stated herein, the RFP and CONTRACTOR'S Pricing Proposal, all of which are incorporated into this Contract and shall constitute the complete agreement between parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this **Contract** cannot be modified without the written consent of both parties.

ARTICLE 16: TERMINATION PROCEDURES

CONTRACTOR acknowledges that this Contract may be terminated under the following conditions:

A. Convenience

The COUNTY may terminate the Contract in whole or in part without cause at any time upon 30 days' notice giving written notice by certified mail to the CONTRACTOR whenever for any reason the COUNTY determines that such termination is in the best interest of the COUNTY. Upon receipt of notice to termination, all services hereunder of the CONTRACTOR and its employees and subcontractors shall cease to the extent specified in the notice of termination. In the event of termination in whole, the CONTRACTOR shall prepare a final invoice within 30 calendar days of such termination reflecting the services actually performed which have not appeared on any prior invoice for the COUNTY pursuant to the Contract. The COUNTY agrees to pay the CONTRACTOR, in accordance with the terms of the Contract, for services actually performed and accruing to the benefit of the COUNTY less compensation previously paid.

CONTRACTOR may cancel or terminate this Contract upon 30 calendar days written notice by certified mail to the COUNTY. In the event of such termination prior to completion of this Contract provided for herein, the COUNTY will pay CONTRACTOR, in accordance with the terms and conditions of this Contract, for services actually performed and accruing to the benefit of the COUNTY less any compensation previously paid.

B. Default

If the CONTRACTOR fails to perform in accordance with the terms and conditions set forth in the Contract documents, the COUNTY may consider the CONTRACTOR to be in default. In that event, the COUNTY shall serve written notice upon the CONTRACTOR of its intention to terminate the Contract or a portion thereof. Such notice shall contain the specific and detailed reasons for such intention to terminate and the CONTRACTOR shall have 30 calendar days after receipt to cure or provide a satisfactory plan of action to cure said default. If the CONTRACTOR fails to cure or provide a satisfactory plan to cure, the COUNTY may issue a notice of termination.

ARTICLE 17: RENEWAL OF CONTRACT

This Contract shall be effective thru January 31, 2024 or three (3) years from execution of this contract, whichever comes last. The COUNTY reserves the right to extend this Contract for two, one-year optional renewal periods. Should the COUNTY wish to exercise this right, it shall notify the CONTRACTOR no later than 60 days before the expiration date of the current contract or any renewal thereof.

ARTICLE 18: GOVERNING LAW & VENUE

This Contract shall be governed by the laws of the State of Georgia. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in GORDON

COUNTY BOARD OF COMMISSIONERS.

ARTICLE 19: CONTRACTOR'S REPRESENTATIVE

CONTRACTOR'S representative shall be the contact person concerning all matters pertaining to the COUNTY'S order. The CONTRACTOR shall immediately communicate any changes of representation in written form to the COUNTY.

ARTICLE 20: INDEMNIFICATION

CONTRACTOR agrees to and shall defend, indemnify, and hold the COUNTY, their employees, officers, and legal representatives harmless for all claims, causes of action, liabilities, fines and expenses (including, without limitation, attorney's fees, court costs), for injury, death, damage, or loss to persons or property sustained in connection with or incidental to performance under this Contract including, without limitation, those solely caused by CONTRACTOR and/or its agents', employees', officers', directors', SUB-CONTRACTOR'S negligence or intentional acts or omissions. CONTRACTOR shall not indemnify the COUNTY for the COUNTY'S negligence or intentional acts.

ARTICLE 21: INSURANCE

CONTRACTOR shall maintain insurance as set forth in RFP and shall provide proof of said insurance to the COUNTY.

Insurance coverage shall be in effect for the length of this Contract and any extensions thereof, plus any number of months or days required to delivery any outstanding order after the close of this Contract. CONTRACTOR shall promptly notify the COUNTY of cancellation or changes in insurance coverage during this contract period.

ARTICLE 22: AUDITS BY COUNTY

CONTRACTOR agrees to provide access to the COUNTY authorized personnel for auditing of CONTRACTOR records and payments resulting from this Contract and for a period extending to the completion of any activities under the terms of this Contract. Audits shall be arranged not less than 10 calendar days before said inspections and shall state the name(s) of persons who will be conduct audits. CONTRACTOR shall not incur expenses relating thereto.

ARTICLE 23: PRICES

Prices provided by CONTRACTOR'S Proposal are firm for the entire term of the COUNTY contract. However, changes will be considered if accompanied by proper and sufficient documentation satisfactory to COUNTY.

1. Limits of Price Adjustments – Price change requests must be supported with substantive documentation (e.g. manufacturer's price increase notices, copies of invoices from suppliers, etc.) showing that CONTRACTOR'S actual costs have increased. The U.S. Department of Labor Producer Price Index (PPI), series ID PCU562111562111P for solid waste collection may also provide partial justification for price increases, based upon the percentage difference between the PPI issued for January 2020 and the PPI issued for January each year. In the event that these indices are

discontinued, or the titles or codes are revised, new indices shall be promptly identified and incorporated into the agreement. Pricing structure shall remain in effect for the term of this Contract.

2. Approval of Price Changes – No price change will be allowed unless it has been reviewed and approved by the COUNTY in writing. CONTRACTOR must have received COUNTY’S written approval of any change prior to charging the new price.
3. Right to Accept or Reject Price Change – All pricing shall remain in effect for the initial one-year term of the contract. If the contract term is extended, the COUNTY and CONTRACTOR will review unit prices and make adjustments based upon documented increases in costs. The COUNTY reserves the right to accept or reject any price change request within 30 calendar days after receipt of the request. If the price change is accepted, the price will remain firm for the following one year period.

ARTICLE 24: CHANGES OF OWNERSHIP

CONTRACTOR shall notify the COUNTY of any material changes in name, ownership or control. Such notification shall be supplied within 10 business days of such change.

ARTICLE 25: PUBLICITY

Any publicity released by the CONTRACTOR giving reference to this Contract, whether in the form of press releases, brochures, photographic coverage, or verbal announcement shall be issued only after COUNTY is notified.

ARTICLE 26: NOTICE

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

As To COUNTY

(Attn: _____)
Email: _____

As To CONTRACTOR

KDF ENTERPRISES, LLC
3512 Godwin Ct, Suite A
Mobile, AL 36693
(Attn: Marc Watkins)
MWatkins@KDFGlobal.co

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

KDF ENTERPRISES, LLC

By: Marc Watkins

Its: Director of Business Development

GORDON COUNTY BOARD OF COMMISSIONERS

By: _____

Its: _____

STATE OF MISSISSIPPI
COUNTY OF JACKSON

I, the undersigned, a Notary Public in and for said State and County, hereby certify that Marc Watkins whose named as Director of Business Development for KDF ENTERPRISES, LLC is signed to the foregoing Contract, and who is known to me, acknowledged before me on this date that, being informed of the contents of said Contract, he executed the same voluntarily on behalf of the limited liability company on this day the same bears date.

Given under my hand and seal on this the 25th day of January, 2021

Jaime N Watson
Notary Public

JAIME N WATSON
Notary Public, State of Mississippi
ID NO. 209363, County of Jackson
My Commission Expires July 5, 2024

STATE OF GEORGIA
GORDON COUNTY BOARD OF COMMISSIONERS

I, the undersigned, a Notary Public in and for said State and County, hereby certify that _____ whose name as _____ of GORDON COUNTY BOARD OF COMMISSIONERS is signed to the foregoing Contract, and who is known to me, acknowledged before me on this date that, being informed of the contents of said Contract, he executed the same voluntarily on behalf of the limited liability company on this day the same bears date.

Given under my hand and seal on this the ___ day of _____, 2021

Notary Public

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Gordon County Board of Commissioners has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

805571

Federal Work Authorization User Identification Number

08/12/2014

Date of Authorization

KDF Enterprises, LLC

Name of Company

GORDON COUNTY BOARD OF COMMISSIONERS

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on January 22, 2021 in Pascagoula (city), Mississippi (state).


Signature of Authorized Officer or Agent

Marc Watkins, Director of Business Development

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE 22nd DAY OF January, 2021.


NOTARY PUBLIC

My Commission Expires: 7/5/2024

JAIME N WATSON
Notary Public, State of Mississippi
ID NO. 209363, County of Jackson
My Commission Expires July 5, 2024

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return) KDF Enterprises, LLC	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Other ▶ <input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.) 370 Mountain View Road	Requester's name and address (optional) Gordon County Board of Comm PO Box 580 Calhoun GA 30703
City, state, and ZIP code Springville, AL 35146	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								
4	7	1	2	4	4	2	7	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here

Signature of U.S. person ▶



Date ▶

1/22/21

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



**Gordon County
Purchasing Department
Request for New Vendor**

Vendor # _____

Vendor Company Name: KDF Enterprises, LLC *

Vendor Contact Person: Marc Watkins *

Federal Tax ID # 47-1244278 *

Type Commodity/Service Supplied: Debris Removal Services *

Remit To Address: 370 Mountain View Rd *

Springville, AL 35146

* Phone # 205-687-1875 * Fax # 404-506-9849 *

Toll Free # n/a

Website: www.kdflc.com

E-mail: mwatkins@kdfglobal.co *

Vendor Addition Requested By: _____ *

Dept Requesting: _____ *

Purchasing Director's Approval

AP Approval

Date Entered

***Required Information – Request WILL NOT be processed if not supplied**