

**REQUEST FOR PROPOSALS**  
**Professional Consulting Services for Disaster**  
**Recovery and FEMA Public Assistance**

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**Issued:** \_\_\_\_\_

Town Clerk  
1089 S. Hickory Street  
Loxley, Alabama 36551

Phone: 251-964-5162  
Fax: 251-964-5371

## TOWN OF LOXLEY, ALABAMA

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### Professional Consulting Services for Disaster Recovery and FEMA Public Assistance

RFP DUE DATE/TIME: December 2, 2020 at 10:00 a.m. CST

POINT OF RECEIPT: Melissa Lawrence  
Town Clerk  
1089 S. Hickory Street  
Post Office Box 9  
Loxley, Alabama 36551

Proposals shall be submitted by the RFP Submittal Deadline, **December 2, 2020 at 10:00 a.m.**

All questions regarding this solicitation must be submitted in writing to the Town of Loxley. Questions will be answered via the provided email. **The last day for questions is December 1, 2020.**

**Inquiries** - All inquiries concerning this proposal shall be addressed to the Point of Receipt. **Contact with other departments or Town of Loxley representatives without permission of the Town Clerk may render your proposal void.**

*The Town of Loxley complies with all Alabama and Federal laws that prohibit discrimination on the basis of race, sex, age, religion, color, national origin and disability.*

**SECTION 1  
GENERAL INFORMATION & INSTRUCTIONS**

**1) DEFINITIONS:**

- a) The Town of Loxley hereinafter will be referred to as “The Town.”
- b) “Proposer” shall be any entity or individual submitting a proposal for the pending solicitation.
- c) All references to days in this solicitation mean calendar days, unless otherwise stated.
- d) All references to “shall,” “must,” and “will” are to be interpreted as mandatory language.
- e) Request for Proposals is a procurement method selected for this pending solicitation and will be referred to as the “RFP.”
- f) “Successful Proposer” shall be the successful Proposer with whom the Contract for Professional Services for Professional Consulting Services for Disaster Recovery and FEMA Public Assistance is entered by the Town of Loxley.

**2) PURPOSE**

- a) The Town seeks proposals from qualified professional organizations to provide Professional Consulting Services for Disaster Recovery and FEMA Public Assistance in accordance with the specifications and conditions contained in this RFP Package.
- b) This RFP has been compiled for the purpose of providing information, requirements, guidelines, specifications, and other data that can be used by Proposers who wish to submit a proposal for consideration.

**3) INSTRUCTIONS**

- a) Proposals shall be submitted by the **RFP Submittal Deadline December 2, 2020 at 10:00 a.m. CST.**  
All questions regarding this solicitation must be submitted in writing via the provided email. Questions will be answered via the provided email. **The last day for questions is December 1, 2020.**

**Contact with other departments or Town representatives without permission of the Town Clerk may render your proposal void.**

- The Proposer shall submit the proposal no later than **December 2, 2020 at 10:00 a.m. CST.** at which time all proposals will be opened. Proposals received later than the deadline will not be considered.
- b) Prices and quotations included in the proposal shall remain firm for not less than one hundred twenty (120) calendar days from proposal deadline stated above.
  - c) The Town shall not be liable for any costs associated with the preparation of responses to this solicitation; therefore, all costs shall be borne by the Proposer.
  - d) **There will not be a pre-proposal conference. All prospective Proposers should review the RFP document and all Attachments and submit all questions and/or requests for additional information by the deadline of December 2, 2020 at 10:00 a.m. CST.**
  - e) It is the intent and purpose of the Town that this solicitation promotes competition. It shall be the Proposer’s responsibility to advise the Town Clerk, in writing, if any language or requirements, or any combination thereof, inadvertently restricts or limits this solicitation to a single source. Such notification shall be submitted in writing and must be received by the Town Clerk at least five calendar (5) days prior to proposal receipt date. A review of such notification shall be made by the Town Clerk.
  - f) Prior to submitting a proposal, each Proposer shall carefully examine the RFP document, study and Consulting Services for Disaster Recovery and FEMA Public Assistance

thoroughly familiarize himself/herself with the specifications/requirements of the RFP and the Contract Documents and notify the Town of any conflicts, errors, or discrepancies.

- g) By submission of a proposal, the Proposer guarantees that all goods and services meet the requirements of the RFP during the contract period.
- h) Failure to submit all required information may be determined as a non-responsive proposal.
- i) Any Proposer may withdraw its proposal prior to the closing time for the receipt of proposals. Correction or withdrawal of inadvertently erroneous proposals before or after the opening date, or cancellation of awards or contracts based on such mistakes, may be permitted subject to the following:
  - i) Mistakes discovered by the Proposer before proposal opening may be corrected by modification or withdrawal and resubmission by submitting written notice to the Town Clerk prior to the time set for proposal opening.
  - ii) After proposal opening, no changes in prices or other provisions of proposals, which are prejudicial to the interest of the Town, shall be permitted.
  - iii) Except as otherwise allowed by law, all decisions to permit the correction or withdrawal of proposals, or to cancel awards, or contracts, after award but prior to performance shall be supported by a written determination made by the Town Clerk.
- j) The Proposer shall follow the following directions for proposal preparation:
  - i) All proposals shall be complete and carefully worded, and must convey all of the information requested by the Town. If significant errors are found in the proposal, or if the proposal fails to conform to the essential requirements of the RFP, the Town and the Town alone, will determine whether the variance is sufficient to warrant rejection of the proposal.
  - ii) Proposals are to be prepared simply and in a manner designed to provide the Town with a straightforward presentation of the Proposer's capability to satisfy the requirements of this RFP. The Proposer's proposal must, therefore, follow the RFP format, utilizing the same section titles, schedules, and paragraphs.
  - iii) The Proposer must clearly mark as "*Confidential*" each part of its proposal which it believes contains proprietary information, which could be exempt from disclosure under State law. The Town reserves the right to determine whether this information should be exempt from disclosure, and the Proposer agrees by submitting its proposal that no claim or legal action may be brought against the Town or its agents for its determination in this regard.
  - iv) The Proposer shall make its proposal in the official name of the entity or individual under which business is conducted (showing official business address).
  - v) The Proposer shall include on the proposal the Federal Employer Identification Number (FEIN) (or in the absence of a FEIN number, the Social Security Number of the individual issuing the proposal).
  - vi) The Proposer shall include all applicable requested information and is encouraged to include any additional information the Proposer wishes to be considered. If the proposal includes any comments over and above the specific information requested in our RFP, the Proposer shall include this information as a separate appendix to the proposal.
  - vii) The Proposer shall clearly write in ink or type-write all prices and quotations.
  - viii) A person duly authorized to legally bind the Proposer shall execute all required documents in ink.
  - ix) Each copy of the proposal should be bound in a single volume where practical.
- k) This RFP may result in additional negotiations. To maintain the integrity of the procurement process, all contacts and discussions shall be directed to the Town Clerk.
- l) Comments or discussions by Town personnel relative to this solicitation shall not be binding on the Town.

#### 4) EVALUATION AND AWARD CRITERIA

##### a) EVALUATION TEAM

An internal Evaluation Team will conduct proposal evaluations.

##### b) AWARD CRITERIA

The Evaluation Team shall evaluate each of the Proposals using the criteria and applying the percentages as set forth in **Exhibit A** to this Section 1. The Town reserves the right to request Proposers to appear for an additional presentation followed by a question and answer period, in order to further evaluate qualifications. The additional presentations, if any, will be scored and combined with prior scoring to determine the successful Proposer. The Town is not obligated to accept the lowest cost proposal. The Town may also award to other than the highest ranked proposer if the price submitted by that proposer is more than the budget available for the project. If made, the award will go to the Proposer providing the most responsive, responsible proposal that provides the best overall value and service to the Town. As further outlined below, the award, if any, will take into consideration several factors, including the soundness and flexibility of the proposal, functional capability, quality of performance, quality of service, the time specified in the proposal for the performance, ability to provide support, overall cost, and the Proposer's references. **The Town shall have the authority to reject all bids, parts of all bids, or all bids for any one or more supplies or contractual services included in the proposed contract, when the public interest will be served thereby.** The internal Evaluation Team will make their recommendation to the full Town Council, if applicable.

##### c) NOTICE OF AWARD

The Town Clerk shall notify the successful Proposer.

#### 5) PRELIMINARY MATTERS

##### a) EXECUTION OF AGREEMENT.

The Successful Proposer shall sign and deliver the Agreement and such other required Contract Documents to the Town within ten (10) Calendar Days after the Notice of Award has been received by the Proposer.

##### b) DELIVERY OF CERTIFICATES OF INSURANCE AND BONDS.

When the Successful Proposer delivers the executed Agreement to the Town, the Successful Proposer shall also deliver to the Town such Payment Bonds, Performance Bonds, and Certificates of Insurance as may be required.

#### 6) GENERAL INFORMATION AND REQUIREMENTS

##### a) AFFIRMATIVE ACTION.

The Successful Proposer shall take affirmative action in complying with all federal, state and local labor and employment laws.

##### b) AMBIGUOUS OFFERS.

Proposals that are uncertain as to terms, delivery, compliance requirements, and/or specifications, may be rejected or otherwise disregarded.

##### c) EXPLANATION TO PROSPECTIVE PROPOSERS.

i) Every effort has been made to ensure that all information needed is included in this RFP. If the Proposer finds that it cannot complete its response without additional information, it may submit written questions to the issuing office on or before the deadline set forth herein. No further questions will be accepted after that date.

ii) Oral explanations and/or instructions given before the award shall not be binding on the Town. Any

information given to a prospective Proposer about this solicitation shall be promptly furnished to other prospective Proposers as an amendment, provided that information is necessary in submitting proposals or if the lack of it would be prejudicial to other prospective Proposers.

d) AMENDMENTS.

All amendments to and interpretations of this solicitation shall be in writing and signed by an authorized representative of the Town. Any amendments or interpretations that are not signed and in writing shall not legally bind the Town or its agents. It is the Proposer's responsibility to acknowledge receipt of amendments by signing and returning one (1) copy of the amendment by letter, email (with signed amendment scanned and attached in PDF), or via fax, to the Town Clerk.

e) DISCUSSIONS.

By a submission of a response to this solicitation, Proposer agrees that during the time following issuance of the solicitation and prior to final award, Proposer shall not discuss this procurement with any party except the Town Clerk. Proposer shall not attempt to negotiate with any other parties, and shall not discuss any aspects of the procurement without prior approval of the Town Clerk.

f) AWARDING POLICY.

i) If awarded, the Agreement will be awarded to the responsible and responsive Proposer whose proposal is determined in writing to be in the best interest of the Town. The Town will be the sole judge as to whether a proposal has or has not satisfactorily met the requirements of this RFP. The agreement between the Town and the successful Proposer will incorporate this entire solicitation, all applicable amendments, and the successful Proposer's proposal.

g) REJECTION OR ACCEPTANCE OF PROPOSALS; WAIVER OF TECHNICALITIES AND IRREGULARITIES.

i) The Town shall reserve the unqualified right to reject any and all proposals or accept such proposals, as appears in the Town's best interest.

ii) The Town shall reserve the unqualified right to waive technicalities or irregularities of any kind in responses to this RFP.

iii) In all cases, the Town shall be the sole judge as to whether a Proposer's proposal has or has not satisfactorily met the requirements of this RFP.

iv) The Town may reject any proposal that fails to conform to the essential requirements of this RFP.

v) The Town may reject any proposal that does not conform to the applicable specifications unless the RFP authorized the submission of alternate Proposals and the services offered as alternates meet the requirements specified in the RFP.

vi) The Town may reject any proposal that fails to conform to any delivery schedule or permissible alternates stated in the RFP.

vii) The Town may reject a proposal when the Proposer imposes conditions that would modify requirements of this RFP or limit the Proposer's liability to the Town, since to allow the Proposer to impose such conditions would be prejudicial to other Proposers. For example, the Town may reject proposals in which the Proposer:

(1) Protects against future changes in conditions, such as increased costs, if total possible costs to the Town cannot be determined;

(2) Fails to state a fee schedule, if one is required.

viii) A Proposer may be requested to delete objectionable conditions from a proposal provided the conditions do not go to the substance, as distinguished from the form of the proposal, or work an injustice on other Proposers. A condition goes to the substance of a proposal where it affects price, quality, or delivery of the services offered.

- ix) Any proposal may be rejected if the Town Clerk determines in writing that it is unreasonable as to price. Unreasonableness of price includes not only the total price of the proposal, but the prices for any individual line items as well.
- x) Any proposal may be rejected if the prices for any line items or sub-line items are materially unbalanced.
- xi) Proposals received from any person or concern that is suspended, debarred, proposed for debarment or declared ineligible as of the proposal opening date shall be rejected unless a compelling reason is given and a determination otherwise is made.
- xii) The Town Clerk must reject Proposals received from entities determined to be non-responsible.
- xiii) The originals of all rejected Proposals, and any written findings with respect to such rejections, shall be preserved with the documents relating to the RFP.
- h) After submitting a proposal, if all of a Proposer's assets, or that part related to the proposal are transferred during the period between the proposal opening and the award, the transferee may not be able to take over the proposal. Accordingly, the Town Clerk shall reject such a proposal.
- i) INTENTIONALLY OMITTED.
- j) COMPLETE DOCUMENTS.  
All supplementary documents and attachments are essential parts of this RFP and requirements occurring in one are as binding as though occurring in all.
- k) CONTRACT ADMINISTRATION.  
Questions or problems arising after award of this contract shall be directed to the Town Clerk by calling (251) 964-5162 or emailing at Melisal@townofloxley.org. Copies of all correspondence concerning this contract shall be sent to the Town Clerk. All change orders must be authorized in writing by the Town Clerk. The Town shall not be bound to any change in the original purchase order or contract without prior written approval of the Town Clerk.
- l) COVENANT AGAINST CONTINGENT FEES.  
The Proposer warrants that no person or selling agency has been employed or retained to solicit or secure an award under this RFP upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Proposer for the purpose of securing business. A breach or violation of this covenant, may result in the Town annulling any agreement, without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
- m) DEFAULT.  
In case of default by the Successful Proposer, the Town reserves the right to purchase any or all services in the open market, charging said Proposer with any excess costs. Should such charges be assessed, no subsequent Proposals of the defaulting Proposer shall be considered until the assessed charges have been satisfied. This clause does not limit the Town's right to pursue any other claims or damages available at law or in equity.
- n) SUBCONTRACTS.  
The Town intends to hire a professional organization to provide professional services and Proposer shall not subcontract work hereunder without the prior written consent of the Town, and any such subcontract without consent of the Town shall be null and void. If Proposer proposes to subcontract any of the work hereunder, it shall submit to the Town the name of each proposed subcontractor, with the proposed scope of work which its subcontractor is to undertake. The Town shall have the right to reject any subcontractor which it considers unable or unsuitable to satisfactorily perform its duties. Proposer shall not enter into any cost reimbursable agreements with any proposed subcontractor without the Town's prior

written authorization. Notwithstanding any consent by the Town to a proposed subcontract, Proposer shall remain responsible for all subcontracted work and services. Proposer agrees it shall be as fully responsible to the Town for the acts and omission of its subcontractors, their agents, representatives, and persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by Proposer. Neither this provision, nor the Town's authorization of Proposer's agreement with a subcontractor, the Town's inspection of a subcontractor's facilities or work, or any other action taken by the Town in relation to a subcontractor shall create any contractual relationship between any subcontractor and the Town. Proposer shall include in each of its subcontracts a provision embodying the substance of this provision and shall present a copy thereof to the Town before commencement of any work by a subcontractor. Proposer's violation of this provision shall be grounds for the Town's termination of any agreement with Proposer for default, without notice or opportunity for cure. In addition, by submitting a response to this RFP, Proposer agrees to indemnify, defend, and hold the Town harmless from and against any claims (threatened, alleged, or actual) made by any subcontractor of Proposer (of any tier) for compensation, damages, or otherwise, including any cost incurred by the Town to investigate, defend, or settle any such claim.

o) INSURANCE REQUIREMENTS

i) Coverage Requirements:

The Successful Proposer shall procure, maintain, and provide proof of insurance coverage for injuries to persons and/or property damage as may arise from, or in conjunction with, the work performed pursuant to the award stemming from this RFP by the Successful Proposer, its agents, representatives, employees or subcontractors. A Certificate of Insurance shall be submitted within ten (10) Calendar Days after the Notice of Award has been received by the Proposer and such coverage shall be maintained by the Successful Proposer for the duration of the contract period; for occurrence policies.

Commercial General Liability

Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability Form including Products/Completed Operations.

Minimum Limits:

- \$1,000,000 General Aggregate Limit
- \$1,000,000 Products & Completed Operations
- \$1,000,000 Personal & Advertising Injury
- \$1,000,000 Each Occurrence Limit
- \$50,000 Fire Damage Limit
- \$5,000 Medical Expense Limit

Business Commercial Automobile Liability

Coverage sufficient to cover all vehicles owned, used, or hired by the Successful Proposer, his agents, representatives, employees or subcontractors.

Minimum Limits:

- \$1,000,000 Combined Single Limit
- \$1,000,000 Each Occurrence Limit
- \$5,000 Medical Expense Limit

Workers' Compensation

Statutory Limits as required by the laws of the State of Alabama together with other state's coverage and Alabama endorsement.

Professional Liability

Minimum limits are \$1,000,000 per occurrence.

ii) Insurance Coverage Provisions:

- (1) The Town, its officers, officials, employees, agents, and volunteers shall be added as "additional

insureds,” as their interests may appear. This provision does not apply to Professional Liability or Workers’ Compensation/Employers’ Liability.

- (2) The Successful Proposer’s insurance shall be primary over any applicable insurance or self-insurance maintained by the Town.
- (3) The Successful Proposer shall provide 30 days written notice to the Town before any cancellation, suspension, or void of coverage in whole or part.
- (4) All coverage for subcontractors of the Successful Proposer shall be subject to all of the requirements stated herein.
- (5) All deductibles or self-insured retention amounts shall appear on the certificate(s) and shall be subject to approval by the Town. At the option of the Town, either (1) the insurer shall reduce or eliminate such deductible or self-insured retention, or (2) the Successful Proposer shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
- (6) Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the Town, its officers, officials, agents, employees, and volunteers.
- (7) The insurer shall agree to waive all rights of subrogation against the Town, its officers, officials, agents, employees, or volunteers for any act, omission, or condition of premises for which the parties may be held liable by reason of negligence or otherwise.
- (8) The Successful Proposer shall furnish the Town certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company to bind coverage on its behalf - if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.
- (9) All insurance shall be placed with insurers who are lawfully authorized to do business in the state of Alabama, and who maintain an A.M. Best rating of no less than an A:VII. If A.M. Best rating is less than A:VII, approval must be received from the Town.

p) ASSIGNMENT OF AGREEMENT.

No agreement may be assigned, sublet, or transferred without the prior written consent of the Town.

q) STATEMENT OF COMPLIANCE AND ASSURANCES.

- i) Proposers shall be required to certify in writing, that the firm or agency represented in the proposal submitted complies with all applicable federal, state, and local laws/regulations.
- ii) Proposers shall be required to provide with each proposal a written assurance of non-collusion and understanding and acceptance of any and all provisions stated in this agreement.
- iii) A statement of Assurance, Compliance, and Non-collusion (see **Exhibit B** following this Section 1), along with other statements and certifications shall be provided to Proposers and be part of each response.

r) INTENTIONALLY OMITTED.

s) EXAMINATION OF RECORDS.

The Town Clerk or his duly authorized representative(s), and/or duly authorized representative shall until three (3) years after final payment under the agreement resulting from this RFP, have access to and the right to papers and other records involving transactions related to the agreement to be awarded hereunder.

t) INTENTIONALLY OMITTED.

u) INTENTIONALLY OMITTED.

v) INTENTIONALLY OMITTED.

w) FORCE MAJEURE.

The Proposer shall not be liable for any excess costs if the failure to perform arises out of causes beyond the control and without fault or negligence of the Proposer, including unavoidable delays occasioned by strikes, lockouts, acts of God, governmental restrictions, failure or inability to secure materials or labor by reason of priority or similar regulation or order of any governmental or regulatory body, enemy action, civil disturbance, fire, unavoidable casualties, or any other cause beyond the reasonable control of either party hereto. Provided, however, that any failure which the Proposer intends to rely upon as an excuse for failure to perform or failure to perform in a timely manner, shall only be considered by the Town if the Proposer has given the Town written notice of intention to rely upon such event within ten (10) calendar days after the occurrence giving rise to the delay. Upon the occasion of such event, the parties shall meet and confer, and any additional time necessary shall be fixed by the Town, which determination shall be final.

x) INTENTIONALLY OMITTED.

y) INDEMNIFICATION.

Proposer shall indemnify, defend, and hold harmless the Town, its employees, Mayor, council members, agents, attorneys, and officers from and against all losses, damages, claims, actions and causes of action, and all expenses, including, but not limited to, attorney's fees and costs, incidental to such losses, damages, claims, actions or causes of action related to Proposer's work stemming from or related to this RFP and all agreements arising therefrom. This obligation includes any losses, damages, claims, actions or causes of action of Proposer. This provision applies to, without limitation, liability resulting from (1) injury to or death of any person, (2) damage to real or personal property, (3) economic loss, and (4) any such other losses, damages, or claims related to the acts or omissions of Proposer or anyone acting under its direction or control or on its behalf. The provision applies regardless of the negligence of the Town or its employees, be it active or passive, except where such loss, cost, damage, claim, expense, or liability arises from the sole gross negligence or willful misconduct of the Town. Upon request of the Town, Proposer shall, at no cost or expense to the Town, defend any suit asserting a claim for any loss, damage, or liability specified above, and Proposer shall pay any costs and attorney's fees that may be incurred by the Town in connection with any such claim or suit or in enforcing the provisions of this paragraph.

z) PROPOSER'S QUALIFICATIONS.

Proposals shall be considered only from Proposers who are regularly established in the business called for, and who in the judgment of the Town are financially responsible and able to demonstrate sufficient evidence of their reliability, ability, experience, facility and personnel directly employed or supervised by the Proposer. Proposer must be able to render prompt and satisfactory service in the volume called for under the award. The Town may make such investigation, as it deems necessary to determine the ability of the Proposer to perform the work. Proposer shall furnish to the Town all such information and data as the Town may request, including, if requested, a detailed description of the method and program of the work which the Proposer proposes to perform. The Town reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Proposer fails to satisfy the Town that such Proposer is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein. Conditional proposals will not be accepted.

aa) PROPOSER'S RESPONSIBILITY.

Each Proposer shall fully acquaint itself with conditions relating to the scope and restrictions attending the execution of the work contemplated under this RFP. The failure or omission of a Proposer to acquaint itself with existing conditions shall in no way relieve the Proposer of any obligation with respect to this RFP or any agreement reached with the Town.

bb) PUBLIC RELEASES.

Proposer agrees not to refer to award of the Agreement in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the Town. The Proposer shall not have the right to include the Town's name in its published list of customers without prior written approval by the Town. With regard to news releases, only the name of the Town, type and duration

of Agreement may be used and then only with prior written approval by the Town. The Proposer also agrees not to publish, or cite in any form, any comments or quotes from the Town Staff, unless it is a direct quote from the Town Clerk, and only then with express written permission, noting that the content of the quote is accurate.

cc) SEVERABILITY.

If any term or provision of this RFP or any agreement resulting from this RFP shall be found to be illegal or enforceable, notwithstanding any such legality or enforceability, the remainder of this RFP or of such agreement shall remain in full force and effect, and such term or provision shall be deemed to be deleted and severable therefrom.

dd) INTENTIONALLY OMITTED.

ee) INTENTIONALLY OMITTED.

ff) ALABAMA LAW CLAUSE.

Upon award of a contract under this RFP, the party to whom the award is made must comply with the laws of Alabama. By submission of a Proposal, the Proposer further agrees to subject itself to the jurisdiction and process of the courts of the State of Alabama as to all matters and disputes arising under, and/or related to, this RFP, the Proposal, and any agreement reached between Proposer and the Town, and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

gg) CONFIDENTIAL INFORMATION.

The Town will mark as "*Confidential*" any information which the Town considers to be proprietary, confidential information (the "Town's Confidential Information"). The Town's Confidential Information which may be as part of this RFP, or otherwise provided as a part of the procurement process, is the property of the Town. Without the prior written consent of the Town, the Proposer will not, at any time, use, publish, sell, deliver or otherwise disclose the Town's Confidential Information to any third party. The Proposer will promptly advise the Town in writing if it learns of any unauthorized use or disclosure of the Town's Confidential Information. The Town's Confidential Information is and shall continue to be the exclusive property of the Town. Immediately upon the Award, the Proposer, if not the Successful Proposer, shall deliver to the Town and certify the destruction and/or permanent deletion of all the Town's Confidential Information and all copies of the Town's Confidential Information, in any media or format, then in its actual or constructive possession or control and the Proposer shall cease using any of the Town's Confidential Information.

The Proposer shall indemnify and hold harmless and defend the Town from and against all claims, damages, losses, and expenses, including attorneys' fees, arising out of any unauthorized use or disclosure of the Town's Confidential Information by the Proposer and shall defend all such claims in connection with any alleged infringement of such rights.

The undersigned Proposer has read and understands the provisions contained herein and agrees to be bound by same.

**PROPOSER**

\_\_\_\_\_  
(Name of Corporation or Entity)

By:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**THIS PAGE MUST BE SIGNED AND RETURNED WITH PROPOSAL**

## **EXHIBIT A to SECTION 1**

### **Professional Consulting Services for Disaster Recovery and FEMA Public Assistance**

#### **EVALUATION CRITERIA**

**Note:** The Proposals will be publicly opened. Only the names of the Proposers will be disclosed at the opening. Contents of the proposal shall not be disclosed during the evaluation or negotiation phases. Proposals shall be available for public inspection after award. Proposals must be clearly marked “*CONFIDENTIAL*” for each part of the proposal that is considered to be proprietary information that could be exempt from disclosure under state law. The Town reserves the right to determine whether this information should be exempt from disclosure.

The Town shall evaluate each written proposal, determine whether oral discussions are necessary, then based on the content of the written proposal and any oral discussion, select the proposer best qualified for the project and which is most advantageous to the Town.

The Town reserves the right to accept and/or reject any and all proposals received as a result of this request. An award resulting from this RFP shall be made to the responsive and responsible proposer whose proposal is determined to be in the best interests of the Town, taking into consideration the cost and the evaluation factors set forth herein. The Town will be the sole judge as to whether a proposal has satisfactorily met the requirements of this RFP.

*Representatives of the Town will evaluate individual proposals. Any proposer determined to be technically unqualified, or whose proposal is deemed unresponsive, will not be considered further. Any proposer that has demonstrated poor performance during either a current or previous agreement with the Town may be considered as an unqualified source and their proposal may be rejected. The Town reserves the right to exercise this option as is deemed proper or necessary.*

**EXHIBIT B to SECTION 1**

**Professional Consulting Services for Disaster Recovery and FEMA Public Assistance**

**STATEMENT OF ASSURANCE, COMPLIANCE, AND NON-COLLUSION**

STATE OF ALABAMA )  
 )  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes and says that:

- (1) The undersigned, as Proposer, certifies that every provision of this proposal has been read and understood.
- (2) The Proposer hereby provides the following representations and assurances:
  - (a) The Proposer represents that it has familiarized itself with and assumes full responsibility for having familiarized itself with the nature and extent of this RFP, the Work, the locality, local conditions, state, and local laws, ordinances, rules and regulations, as well as all applicable statutes, regulations, terms and conditions, and approved applications; all as may be applicable to the Project and the Work or that may in any manner affect performance of the Work, including, those requirements, terms, and conditions contained within Section 4 (the "Proposal Form") of this RFP. The Proposer further represents that it has correlated its Proposal with the requirements of this RFP; and
  - (b) The Proposer shall comply with all requirements, stipulations, terms and conditions as stated in this RFP; and
  - (c) The Proposer currently complies with all Federal, State, and local laws and regulations regarding employment practices, equal opportunities, industry and safety standards, performance and any other requirements as may be relevant to the requirements of this RFP; did not participate in the development or drafting specifications, requirements, statement of work, etc. relating to this RFP; and
  - (d) The Proposer has not colluded with other Proposers possibly interested in this RFP in arriving at or determining prices and conditions to be submitted; and
  - (e) No person associated with Proposer's firm is an employee of the Town. Should Proposer, or Proposer's firm have any currently existing agreements with the Town, Proposer must affirm that said contractual arrangements do not constitute a conflict of interest in this solicitation; and
  - (f) Such agent as indicated below, is officially authorized to represent the firm in whose name the proposal is submitted.

\_\_\_\_\_  
(Name of Corporation or Entity)

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**STATE OF ALABAMA**  
**COUNTY OF \_\_\_\_\_**

I, the undersigned Notary Public, in and for said County in said State, hereby certify that, \_\_\_\_\_ whose name as \_\_\_\_\_ of \_\_\_\_\_,  
[Name of Corporation or Entity] [Signatory] [Title of Signatory]  
a(n) \_\_\_\_\_ corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, acting in his/her capacity as such officer and with full authority, executed the same voluntarily on the day the same bears date, as and for the act of said corporation.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
NOTARY PUBLIC  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

## **SECTION 2 INTRODUCTION & BACKGROUND**

The Town request proposals for assistance to support the Town's Disaster Recovery operations and FEMA Public Assistance preparation to expedite financial recovery and mitigation to minimize impacts from future disasters. This will include, but not limited to, reporting, and other consulting services associated with damages sustained as a result of the September 2020 Hurricane Sally any future disasters that may arise. The selected consultant shall possess demonstrated experience in disaster recovery programs, and have extensive knowledge and expertise in the operations of the Federal Emergency Management Agency's (FEMA) Public Assistance (PA) Program, Hazard Mitigation Program (HMP), and other federal and state programs to ensure full compliance with all applicable federal, state, and local laws, regulations, executive orders and FEMA requirements.

The executed contract will meet all rules for Federal grants, as provided for in Title 44 Code of Federal Regulations and 2CFR 200.317 through 200.236 and Appendix II.

### **Background:**

The Town has received the following Federal Declarations of Disasters

1. September 2020 Hurricane Sally

## **SECTION 3 SCOPE OF SERVICES**

The Services to be provided are expected to include, but not limited to the following:

### **FEMA Public Assistance Advisory Services:**

Provide assistance to the Town with regard to disaster recovery efforts and compliance with applicable local, State, and Federal laws, regulations, executive orders, and FEMA requirements.

Provide guidance in recovering reimbursement for disaster recovery and for the repair/replacement of the loss of critical infrastructure.

Collaborate with Town staff and others, as needed, on project formulation, including damage assessments, information gathering, project development, preparation of project worksheets, and other project submittals to the Alabama Emergency Management Agency (AEMA) and/or the Federal Emergency Management Agency (FEMA).

Attend all meetings with FEMA, state and insurance representatives, as well as, participate regularly with the Town's designated FEMA workgroup. The awarded Firm will attend in-person meetings as required.

Identify and communicate risks within the Town's operation that could preclude its ability to optimize reimbursement.

Assist with the management of FEMA-administered and/or other Federal grants.

Assist the Town in establishing pragmatic document control, establishing a file retention system and data management processes to ensure disaster records are complete and ready for audit.

Generate project extension requests and amendments when necessary, and any other reports or documents to ensure grant reimbursement eligibility is not de-obligated.

Provide engineering, planning and permitting as required as a result of damages from disasters within The Town of Loxley, Alabama.

- A cost proposal will be required for any and all projects as they are identified.

Develop and execute a process/system for the Town, from inception through the project closeout, to prepare and submit its disaster recovery program; this is to include documentation, procurement, contracts, payroll, and grant submission support.

Develop and execute processes for obtaining, analyzing and gathering field documentation; including, but not limited to, records related to procured goods and services, timekeeping, and force account labor and equipment; this should include processes for disaster debris monitoring services.

Develop improved and/or alternate project requests for AEMA and FEMA and/or other Federal grants.

Develop Hazard Mitigation Strategies and Proposals, as appropriate.

Assist with the submission of first and second appeals to FEMA, as appropriate.

Possess the expertise to assist in the preparation of accurate emergency and permanent work project estimates including but not limited to cost estimating, developing detailed damage descriptions and dimensions, scope of work, and accurate force account labor and equipment summary reports.

Coordinate and interface with engineering and design efforts for repair and/or construction of damaged facilities and infrastructure that will comply with FEMA eligibility and cost reasonableness determinations. Provide oversight of repair/construction efforts to ensure work complies with applicable Project Worksheets and related FEMA Public Assistance grant requirements and guidelines.

### **Financial Payroll and Grant Management**

Ensure Town disaster recovery and restoration processes comply with laws, regulations and guidelines to maximize reimbursement for eligible disaster expenditures and to minimize timing for reimbursement.

Possess the expertise to assist in all disaster-recovery financial reimbursement and reporting processes required by FEMA, State or other agency. Ensure there are no duplications of submission if varying agencies are involved.

Possess the expertise to assist the Town through FEMA, State (or other agency) guidelines to capture force account labor eligible expenses accurately for timesheets and project cost accounting. Assist in the review of Town personnel policies to ensure compliance for eligible cost reimbursement.

Possess the expertise to assist the Town through federal, state (or other agency) guidelines to ensure the capture of relevant data related to procured goods and services. Provide oversight of contractor's billing to ensure all costs eligible for disaster grant funding are documented and claimed.

Perform interval review and reconciliation of actual project spending to ensure project costs are accurately captured.

### **Procurement and Contract Management/Monitoring Support**

Ensure Town disaster recovery and restoration procurement processes comply with laws, regulations and guidelines as required by federal, state or other agencies.

Possess the expertise to assist in the review of Town Purchasing policies to ensure compliance for eligible cost reimbursement.

Develop processes for ensuring compliance related to contract monitoring and contract close-out as required by federal, state, or other agencies.

Ensure Town documentation is sufficient to respond to audits and reviews.

### **Information Technology & Data Management**

Possess the expertise to assist Town staff in the development of IT solutions that support the management and implementation of disaster recovery programs.

Develop processes for the Town to properly collect data and document information as necessary to optimize compliance with federal, state, or other agencies.

Ensure Town documentation is sufficient to respond to audits and reviews.

### **Insurance and Other Funding Support**

Review and understand the Town's insurance coverage in order to ensure the Town's disaster recovery and restoration processes comply with laws, regulations and guidelines as required by federal, state, or other agencies.

Develop process to assist the Town in routing eligible expenses correctly, including insurance coverage guidelines.

Possess the expertise to assist the Town with identifying other disaster recovery funding opportunities, including Community Development Block Grant Disaster Recovery programs.

Ensure there are no duplications of funding or submissions if varying agencies are involved.

### **Hazard Mitigation Support**

Provide expertise in identifying, developing and evaluating opportunities for the development of hazard mitigation programs to reduce or eliminate risk from future events.

Possess the expertise to assist the Town in preparing relevant documentation and analysis related to hazard mitigation grant programs.

Ensure Town hazard mitigation programs comply with laws, regulations and guidelines as required by federal, state or other agencies.

### **Emergency Management Support Services**

Provide expertise related to post-disaster recovery continuity of operations, training, development of teams, monitoring, review and test of plans related to future events.

### **CFR 200 Compliance Language – Procurements**

While assisting the Town with project procurements or in the event the vendor must procure additional resources post-contract award, the awarded Proposer will strictly adhere to 2 CFR 200 procurement rules. This includes adhering to the strictest provisions of Federal, State, and Local Procurement Rules, Regulations and/or Ordinances, etc.

### **Vendor Billing**

The winning vendor will be engaged in direct project work; therefore, indirect billing is not anticipated and must be pre-approved by the Town. All direct project costs will be concisely billed to specific project codes established by the Town. Vendor invoices will be categorized by: project code and must include:

- Name
- Position
- Billing Rate
- Total Hours
- Costs
- Project
- Sub-task

### **Term of Contract**

The proposed stand-by contract will be for three (3) years.

### **Suspension and Debarment**

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 the contractor and none of 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).

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.

This certification is a material representation of fact relied upon by the Town. 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, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The 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 proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### **Sub-Contractors:**

If the Consultant elects to sub-contract with any firm, for any portion of the work, the Consultant shall be responsible for all work performed by any sub-contract and the Consultant shall not be relieved of any obligations under this Contract.

Each Respondent shall submit a list of proposed sub-contractors to be used if awarded the contract.

Each Respondent must provide a list of Sub-Contractors, Qualifications and Experience, and attach a copy of any and all licenses and certificates for each sub-contractor listed and submit with each copy of the RFP Package. If subcontractors are to be included in the proposal, all terms and conditions must be disclosed including method and reason for selection, subcontractor compensation, and subcontractor billing rate. At the Town's request, provide all internal sub-contractor documentation for federal reimbursement review.

If no sub-contractors are proposed, so state there on.

At any time, the Town may, at its discretion, require any Respondent to submit all relevant data required to establish to the satisfaction of the Town, the reliability and responsibility of the proposed sub-contractors to furnish and perform the work proposed.

## SECTION 4 PROPOSAL FORM

Name of Party making the Proposal: \_\_\_\_\_

To: Town Clerk for the Town of Loxley

Re: PROFESSIONAL CONSULTING SERVICES FOR DISASTER RECOVERY AND FEMA PUBLIC ASSISTANCE

1. Pursuant to the RFP, including all accompanying and referenced documents, the undersigned submits the following:
  - A) A description of corporate qualifications and relevant experience of the undersigned, including, without limitation, a thorough summary of the undersigned's qualifications to perform the work required, the general qualifications and technical competency of the individuals in the firm, the specific qualifications and technical competency of the individuals to be involved in the project. List all certifications and the number of staff certified in each area. Include the name and experience of the Project Manager, and a comprehensive list of similar projects he/she has completed in the past ten (10) years, to include the name and telephone number of the undersigned's contact persons for such projects. **Attach as Schedule A: Qualifications.**
  - B) A detailed description of the general experience of the firm and examples of specific experience on projects of similar scope. Describe what differentiates your company and proposal from your competitors. Questions and References detailed in Section 5 will be applicable to this Experience section for the Evaluation Criteria. **Attach as Schedule B: Experience.**
  - C) A detailed description of how the project is to be approached and completed. Address all items requested in the Scope of Services section. **Attach as Schedule C: Project Approach.**
  - D) The name, experience, qualifications, and percentage of work to be performed by any subcontractors who shall receive any subcontract. Include copies of all subcontractor licenses and certificates; explanation of method and reason for selection; subcontractor compensation; and subcontractor billing rate. **Attach as Schedule D: Subcontractors.**
  - E) Due to the scope of this project, compensation shall be based on the selected firm's rate schedule. Respondents are requested to provide a rate schedule with their proposal, which may be marked "CONFIDENTIAL", and will not be subject to disclosure as part of the public record. **Attach as Schedule E: Compensation.**
  - F) Cost Center Tracking: The services provided under this contract should be eligible for reimbursement as a direct administrative cost. To maximize The Town's ability to recover the cost of services provided under this contract, the Firm shall track time on a project by project basis. Invoices submitted to the Town for payment must reflect this project by project breakdown and must provide sufficient backup documentation to ensure reimbursement eligibility. **Attach as Schedule F: Sample of project by project breakdown / sample invoice.**
  - G) Attach a statement that the undersigned will comply with the insurance requirements stated in General Information. **Attach as Schedule G: Insurance.**

2. Each individual Proposal shall be evaluated based on the requirements and specifications and all other portions of the Proposal documents, and shall include all items necessary to perform the services, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of all obligations of the Agreement.
3. It is understood and agreed that if awarded, the party making the Proposal will execute and deliver to the Town the Agreement, as well as, certificates of insurance on or before the tenth (10th) day following receipt of Town's Notice to Proceed.
4. It is understood and agreed that should the party making the Proposal fail or refuse to return executed copies of the Agreement and required bonds and insurance certificates to the Town within the time specified, the Proposal security shall be forfeited to the Town.
5. The party making the proposal hereby certifies that it has all required licenses necessary to provide all services contemplated in this RFP; that such licenses will be in full force and effect throughout the duration of performance under the agreement; and that any and all subcontractors to be employed by the undersigned will have appropriate licenses.
6. It is understood and agreed that if requested by the Town, the party making the Proposal shall furnish additional notarized financial statements, references, and other information required by the Town sufficiently comprehensive to permit an appraisal of the party making the Proposal's ability to perform the Agreement.
7. The undersigned hereby warrants that all services shall be completed in a timely fashion pursuant to the Agreement. Time is of the essence.
8. The undersigned warrants that the required Statement of Assurance, Compliance and Non-Collusion has been properly executed, notarized and is attached.

**THE UNDERSIGNED** hereby declares that all of the representations of this Proposal are made under penalty of perjury under the laws of the State of Alabama.

\_\_\_\_\_ (Name of Corporation or Entity)

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **EXHIBIT A to SECTION 4**

### **GENERAL CONDITIONS**

1. Town's Right to Stop the Work. If the Company fails to correct Work which is not in accordance with the requirements of the Contract Documents or persistently fails to carry out Work in accordance with the Contract Documents, the Town may issue a written order to the Company to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Town to stop the Work shall not give rise to a duty on the part of the Town to exercise this right for the benefit of the Company or any other person or entity.

2. Town's Right to Carry Out the Work. If the Company defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the Town to commence and continue correction of such default or neglect with diligence and promptness, the Town may, without prejudice to other remedies the Town may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due to the Company the reasonable cost of correcting such deficiencies, including the Town's expenses and compensation for the additional services made necessary by such default, neglect, or failure. If payments then or thereafter due the Company are not sufficient to cover such amounts, the Company shall pay the difference to the Town.

3. Supervision. The Company shall supervise and direct the Work, using the Company's best skill and attention. The Company shall be solely responsible for and have control over the Work, means, methods, techniques, equipment, sequences, and procedures and for coordinating all portions of the Work, pursuant to the specifications and the Contract Documents. The Company shall be responsible to the Town for acts and omissions of the Company's employees, subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Company or any of its subcontractors.

4. Labor and Materials.

4.1. The Company shall provide and pay for all materials and equipment necessary for proper execution and completion of the Work.

4.2. The Company shall provide and pay for all professional personnel necessary to perform the Work, including the following individuals who were named in the Company's Proposal. These key personnel shall remain assigned for the duration of the Work, unless otherwise agreed to in writing by the Town. In the event the Company proposes to substitute any of the key personnel designated below, the individual(s) proposed must demonstrate similar qualifications and experience as required to successfully perform such duties. The Town shall have the sole right to determine whether key personnel proposed as substitutes are qualified to perform the Work. The Town shall not unreasonably withhold approval of staff changes.

Position Title	Name of Individual

4.3. The Company shall enforce strict discipline and good order among the Company's employees and other persons carrying out the Work. The Company shall not permit employment of persons not properly licensed to perform the work assigned, unfit persons, or persons not skilled in tasks assigned to them.

5. Warranty. The Company warrants to the Town that services furnished and Work performed under the Contract Documents will be of good quality, consistent with industry standards, and that the Work will conform to the requirements of the Contract Documents. The Company further warrants to the Town that it possesses a high level of experience and expertise in the services to be provided under the Contract Documents. Work not conforming to the requirements set forth in the Contract Documents, including substitutions not properly approved and authorized, may be considered defective. The foregoing warranties are in addition to, and not in lieu of, any and all other liability imposed upon the Company by law with respect to the Company's duties, obligations, and performance hereunder. The Company acknowledges that the Town is relying upon the Company's skill and experience in connection with the Work.
6. Company Assurance of Good Standing. The Company warrants that it is not in arrears to the Town upon debt or contract and is not in default as surety, contractor, or otherwise on any obligation to the Town. The Company warrants that it is financially solvent, able to pay all debts as they mature, and is possessed of sufficient working capital to complete the Work and perform all obligations hereunder. The Company warrants that it is authorized to do business in the State of Alabama and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work.
7. Taxes. The Company shall pay all sales, consumer, use and similar taxes for the Work provided by the Company.
8. Permits, Fees and Notices.
  - 8.1. Unless otherwise provided in the Contract Documents, the Company shall secure and pay for any permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract Documents and which are legally required when Proposals are received or negotiations concluded.
  - 8.2. The Company shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities applicable to performance of the Work.
  - 8.3. If the Company performs Work knowing it to be contrary to laws, statutes, ordinances, rules, and/or regulations, the Company shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.
- 8.4. Limitation on Liability, Release, and Indemnification.
  - 8.4.1. The Company hereby releases the Town from any claim or liability for damages that the Company may have arising out of the Contract Documents for property damage, injury, or death.
  - 8.4.2. The Company will hold the Town harmless, defend and indemnify the Town, its agents, officers, Mayor, Council members, attorneys, officers, and employees from and against any and all claims, actions or causes of action and for any and all damages, liabilities, claims, penalties, expenses and costs, including, but not limited to, attorney's and other professional fees, arising out of the Contract Documents or the performance of the services described or referred to in the Contract Documents, specifically including, without limitation, the Work, but only to the extent caused by the negligent or intentional acts or omissions of the Company, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation will not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person.
  - 8.4.3. Company shall assume all risks and responsibilities for losses of every kind in connection with the service that can be attributed either directly or indirectly to the Company.
  - 8.4.4. Any approval or payment by the Town shall not constitute, nor be deemed a release of the responsibility and liability of the Company, its employees, subcontractors, agents, and consultants for the Work; nor shall such approval or payment be deemed to be an assumption of such responsibility by the Town for any defect, error, or omission in the Work performed by the Company, its employees, subcontractors, agents, and consultants.

8.4.5. All indemnification and release provisions in favor of the Town shall survive the expiration or sooner termination of the Contract Documents.

9. Enforcement. The Company agrees to pay to the Town all costs and expenses including reasonable attorney's fees incurred by the Town in exercising any of its rights or remedies in connection with the enforcement of the Contract Documents.
10. Status of Company as Independent Contractor. It is expressly agreed that Company's status hereunder is that of an independent contractor and that Company is not an agent, employee, servant, partner, or joint venturer of the Town. Company is exclusively responsible for and in control of the Company's employees and agents, and performance of Company's duties hereunder. Neither Company nor any person hired by Company shall be considered employees of the Town for any purpose.
11. Subcontractual Relations.
  - 11.1. Company will not subcontract work or services under the Contract Documents without the prior written consent of the Town, and any such subcontract without consent of the Town shall be null and void.
  - 11.2. If Company proposes to subcontract any of the work or services under the Contract Documents, the Company will submit to the Town the name of each proposed Subcontractor along with the proposed scope of work which its Subcontractor is to undertake. The Town has the right to reject access to or use of any Subcontractor which the Town considers unable or unsuitable to satisfactorily perform its duties.
  - 11.3. Company agrees it shall be as fully responsible to the Town for any act or omission of the Company's Subcontractors, their agents, representatives, and persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by Company. Neither this provision, the Town's authorization of Company's agreement with Subcontractor, the Town's inspection of a Subcontractor's facilities or work, or any other action taken by the Town in relation to a Subcontractor shall create any contractual relationship between any Subcontractor and the Town.
  - 11.4. By appropriate agreement, written where legally required for validity, the Company shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Company by terms of the Contract Documents, and to assume toward the Company all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Company, by these Documents, assumes toward the Town. Each subcontract agreement shall preserve and protect the rights of the Town with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights. Where appropriate, the Company shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Company shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents.
12. Contingent Assignment of Subcontracts. Each subcontract agreement for a portion of the Work is assigned by the Company to the Town provided that: (a) assignment is effective only after termination of the Contract Documents by the Town for cause and only for those subcontract agreements which the Town accepts by notifying the Subcontractor and Company in writing; and, (b) assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract Documents.
13. Limitations on Assignment of the Contract Documents. Company will not assign or transfer any interest in the Contract Documents without the prior written consent of the Town, and any attempt to do any of the foregoing without such prior written consent shall be null, void, and of no effect. Any assignment or transfer of any interest in the Contract Documents will be subject to compliance with the provisions of the Contract Documents and will not alleviate any of Company's obligations in the Contract Documents.
14. Termination by the Town for Cause.
  - 14.1. If the Company persistently disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction; or is guilty of any other material breach of a provision of the Contract

Documents, the Town may, without prejudice to any other rights or remedies of the Town, provide written notice of termination of the Contract Documents and subsequently terminate the Contract Documents seven (7) days after said written notice and may accept assignment of subcontracts as provided herein; or finish the Work by whatever reasonable method the Town may deem expedient. Upon request of the Company, the Town shall furnish to the Company a detailed accounting of the costs incurred by the Town in finishing the Work.

14.2. When the Town terminates the Contract Documents for one of the reasons stated in the preceding paragraph, the Company shall not be entitled to receive further payment until the Work is completed.

14.3. If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, and other damages incurred by the Town which have not been expressly waived, such excess shall be paid to the Company as set forth in the Agreement. If such costs and damages exceed the unpaid balance, the Company shall pay the difference to the Town. This obligation of payment to the Company or Town, as the case may be, shall survive termination of the Contract Documents.

15. Suspension by the Town for Convenience. The Town may, without cause, order the Company in writing to suspend, delay, or interrupt the Work in whole or in part for such period of time as the Town may determine.

16. Termination by the Town for Non-Appropriation. The Company agrees that payments due from the Town, as required under the terms of the Contract Documents, if any, are contingent upon the availability of appropriated funds. In the case of non-appropriation of funds, the Town may terminate the Contract Documents in whole or in part without further obligation to the Company.

17. Termination by the Town for Convenience.

17.1. The Town may, at any time, terminate the Contract Documents for the Town's convenience and without cause.

17.2. Upon receipt of written notice from the Town of such termination for the Town's convenience, the Company shall:

17.2.1. cease operations as directed by the Town in the notice;

17.2.2. take actions necessary, or that the Town may direct, for the protection and preservation of the Work; and

17.2.3. except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

17.3. In case of such termination for the Town's convenience, the Company shall be entitled to receive payment for documented Work already executed, and costs incurred, at the time of receiving the written notice.

18. Obligations Upon Expiration or Earlier Termination.

18.1. Upon the expiration or earlier termination of this Agreement, the Company shall promptly:

18.1.1. Upon request by the Town, deliver to the Town or such other person as the Town shall designate all materials, supplies, equipment, keys, contracts and documents, all books of account and records maintained pursuant to the Contract Documents, pertaining to this Agreement.

18.1.2. Deliver to the Town, in a reasonably organized form without restriction on future use, reproducible original plans, field surveys, maps, cross sections and other data, designs and instruments of service related to the Work.

18.1.3. Cooperate in providing all information, should the Town subsequently contract with a new company for continuation of the Work.

18.1.4. Furnish all such information, take all such other action, and cooperate with the Town as the Town shall reasonably require to effectuate an orderly and systematic termination of the Work and the Company's services, duties, obligations and activities hereunder.

- 18.1.5. Furnish a report of all outstanding orders for services, materials and supplies ordered by the Company as a result of its obligations arising under this Agreement at the time of expiration or termination. Such report shall include the status of payment for such services, including whether they have been charged to or paid by the Company. Such report shall be furnished no later than thirty (30) Calendar Days after the date of expiration or termination.
19. **Insurance.** The Company shall, at its sole cost and expense, procure and maintain in full force and effect covering the performance of the services rendered under the Contract Documents, insurance in the types and limits specified below. In addition to the insurance coverage and limits listed herein, the Company shall obtain all other insurance coverage as may be required by law.
- 19.1. All insurance provided for in this section shall be obtained under valid and enforceable policies issued by insurers of recognized responsibility which are licensed to do business in the State of Alabama. The Town requires that Certificates of Insurance evidencing the existence of such insurance shall be submitted to the Town at least ten (10) days before the work is started. If the terms of the Contract Documents coincide with the term of the selected firm's insurance coverage, a Certificate from the expiring policy will be accepted, but a Certificate evidencing renewed coverage of a new policy must be presented to the Town no later than thirty (30) days after the effective date of the policy.
- 19.2. General Liability and Automobile Liability policies shall include the Town as additional insured party thereunder; and all policies shall provide that at least thirty (30) days prior written notice be given to the Town in the event coverage is canceled or non-renewed or coverage is reduced.
- 19.3. If the Company desires to self-insure any or all of the coverages listed in this section, it shall provide to the Town documentation that such self-insurance has received all the approvals required by law or regulations, as well as the most recent audited financial statement of the selected firm's insurance. Any coverage which is self-insured shall provide the same coverage limits and benefits as the coverages listed in this section.
- 19.4. The Town reserves the right to review categories and levels of insurance coverage held by the Company in an ongoing program of risk management. The Company will be notified, in writing, of coverage requirements as determined by this review and the Company agrees to secure such uniformly requested and required coverage.
- 19.5. If the Company fails to obtain or maintain the required insurance, the Town shall have the right to treat such failure as a material breach of the Contract Documents and to exercise all appropriate rights and remedies as a result thereof.
- 19.6. The Company shall furnish separate Certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in the Contract Documents.
- 19.7. It is the intent of the specifications of insurance requirements above that the Company shall maintain in force the broadest commonly available coverage against the risks and perils listed above. If insurance against the listed risks and perils is commonly available, the failure to specify such insurance shall not relieve the Company from its duty to maintain such insurance. Also, the specification of any insurance in the Contract Documents does not limit any of the other obligations of the Company under those documents.
20. **No Waiver of Breach.** No failure by either the Town or Company to insist upon the strict performance by the other of any covenant, agreement, term or condition of the Contract Documents, or to exercise any right or remedy consequent upon a breach of any covenant, agreement, term or condition of the Contract Documents, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No waiver of any breach shall affect or alter the Contract Documents, but each and every covenant, condition, agreement and term of the Contract Documents shall continue in full force and effect with respect to any other then existing or subsequent breach.
21. **Waivers and Amendments to the Contract Documents.** No modification, waiver, amendment, discharge or change of the Contract Documents will be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.

22. No Liens.

22.1. No lien may be attached to public property.

23. Notice to Company and the Town. Unless otherwise specifically provided in the Contract Documents or by law, any and all notices or other communications required or permitted by the Contract Documents or by law to be served on, given to, or delivered to any party to the Contract Documents will be in writing and will be deemed duly served, given, delivered and received when personally delivered (including confirmed overnight delivery service to the party to whom it is directed), or without personal delivery, when three (3) business days have elapsed following deposit of the notice or other communication in the United States mail, first-class postage prepaid, certified, return receipt requested, and:

If to Town, addressed to:  
Town of Loxley  
Post Office Box 9  
Loxley, Alabama 36551  
Attn: Town Clerk

If to Company, addressed to:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

Either party may change its address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

24. Undue Influence. Company agrees not to hire any Town personnel who may exercise or have exercised discretion in the awarding, administration, or continuance of the Contract Documents for one (1) year following the termination of the employee from Town service.

25. Unavoidable Delay - Force Majeure. If either party shall be delayed or prevented from the performance of any act required by the Contract Documents by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws, or regulations or other similar cause, without fault and beyond the reasonable control of the party obligated (financial inability excepted), performance of such act, only, will be excused for the period of the delay; and the period for the performance of any such act, only, will be extended for a period equivalent to the period of such delay; provided, however, nothing in this Section will excuse Company from the prompt payment of any fee or other charge required of Company except as may be expressly provided elsewhere in the Contract Documents; and, provided further that any party claiming the application of this Section immediately resumes performance as soon as the cause claimed under this Section ends.

26. Compensation General Terms and Conditions.

26.1. Company’s travel, meals, lodging, parking or other expenses incidental to the performance of responsibilities under the Contract Documents shall be borne solely by the Company.

26.2. The Town will not make payment on behalf of the Company to any fringe benefit program, or withhold any money from compensation for any federal, state or local tax program or for any other reason, all of such obligations belonging exclusively to the Company.

27. Severability of Terms of the Contract Documents. In the event any portion of the Contract Documents is declared invalid or unenforceable by any entity of competent jurisdiction, the remaining portions of the Contract Documents are and shall be deemed separable and shall remain in full force and effect.

28. Captions. Captions in the Contract Documents are inserted for convenience of reference only and do not define, describe or limit the scope or the intent of the Contract Documents or any of the terms of the Contract Documents.

29. Applicable Law of the Contract Documents. If legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in The Circuit Court of Baldwin County, Alabama. The Contract Documents shall be governed by and construed at all times in accordance with the laws and court decisions of the State of Alabama, without regard to conflict of law principles.

**IN WITNESS WHEREOF**, the parties have executed these General Conditions as of the date first written above.

**TOWN OF LOXLEY, ALABAMA**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**COMPANY**

\_\_\_\_\_  
(Name of Corporation or Entity)

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SECTION 5**  
**INFORMATION REQUIRED OF PARTY MAKING THE**  
**PROPOSAL**

**THIS SECTION MUST BE FULLY COMPLETED**

The party making the Proposal shall furnish all the following information accurately and completely. Failure to comply with this requirement will render the Proposal informal and may cause its rejection. Additional sheets may be attached if necessary. "You" or "Your" as used herein refers to the Party making the Proposal's firm and any of its owners, officers, directors, shareholders, parties or principals. The Town has discretion to request additional information depending on the Project.

1. Firm name and address: \_\_\_\_\_  
\_\_\_\_\_

2. Telephone No.: \_\_\_\_\_

3. Type of Entity: (check one) Individual \_\_\_\_ Partnership \_\_\_\_ Corporation \_\_\_\_

Limited Liability Company \_\_\_\_ Other \_\_\_\_\_

4. License No. (if any) \_\_\_\_\_

Class: \_\_\_\_\_

Name of license holder \_\_\_\_\_

Federal Employer Identification Number \_\_\_\_\_

5. Have you or any of your principals ever been licensed under a different name or different license number? \_\_\_\_\_ Response must include information pertaining to principals' association outside of the firm.

If Yes, give name and license number: \_\_\_\_\_

6. Names and titles of all principals of the firm:

_____	_____
_____	_____
_____	_____
_____	_____

7. Number of years in the industry: \_\_\_\_\_

8. Has your firm or any of its principals defaulted so as to cause a loss to a surety? Response must include information pertaining to principals' association outside of the firm. \_\_\_\_\_

If the answer is "Yes," give date(s), name(s), and address(es) of surety and details. .

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9. Have you or any of your principals been assessed damages for any services rendered in the past three (3) years? Response must include information pertaining to principals' association outside of the firm. \_\_\_\_\_

If Yes, explain: \_\_\_\_\_

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10. Have you or any of your principals been in litigation or arbitration or a dispute of any kind on a question or questions relating to services rendered during the past three (3) years? Response must include information pertaining to principals' association outside of the firm. \_\_\_\_\_

If Yes, explain: \_\_\_\_\_

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11. Have you or any of your principals ever failed to complete a contract in the last three (3) years? Response must include information pertaining to principals' association outside of the firm. \_\_\_\_\_

If Yes, explain: \_\_\_\_\_

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12. Do you now or have you ever had any direct or indirect business, financial or other connection with any official, employee or consultant of the \_\_\_\_\_? \_\_\_\_\_

If Yes, explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

13. List of References:  
Contracts of similar nature within the last three (3) years. \_\_\_\_\_ has discretion to require more than three (3) references.

Name: \_\_\_\_\_

Address and Telephone: \_\_\_\_\_  
\_\_\_\_\_

Email: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Type of Contract: \_\_\_\_\_

Dates of commencement and  
Completion of Contract: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Name: \_\_\_\_\_

Address and Telephone: \_\_\_\_\_  
\_\_\_\_\_

Email: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Type of Contract: \_\_\_\_\_

Dates of commencement and  
Completion of Contract: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Name: \_\_\_\_\_

Address and Telephone: \_\_\_\_\_  
\_\_\_\_\_

Email: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Type of Contract: \_\_\_\_\_

Dates of commencement and  
Completion of Contract: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

14. Where is your nearest office to the Town of Loxley, Alabama?

\_\_\_\_\_

15. Name(s) and bios of person(s) who will serve as our contact.

\_\_\_\_\_  
\_\_\_\_\_

16. How many employees are in your company? \_\_\_\_\_

Name, phone number and email for person who will be the main contact for any questions  
arising from this RFP: \_\_\_\_\_

\_\_\_\_\_

I certify and declare under penalty of perjury under the laws of the State of Alabama that the foregoing Information Required of the Party Making the Proposal provided by me herein is true and correct.

Executed this day of \_\_, 20\_\_.

\_\_\_\_\_  
(Name of Corporation or Entity)

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**STATE OF ALABAMA  
COUNTY OF BALDWIN**

I, the undersigned Notary Public, in and for said County in said State, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ of, an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, acting in his/her capacity as such officer and with full authority, executed the same voluntarily on the day the same bears date, as and for the act of said corporation.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
NOTARY PUBLIC  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

## SECTION 6 OTHER

All questions regarding this solicitation must be submitted in writing via the procurement portal. Questions will be answered via the procurement portal as well. General questions may be directed to the contact information listed below. **The last day for questions is December 1, 2020.**

Melissa Lawrence, Town Clerk  
Town of Loxley  
Post Office Box 9  
Loxley, Alabama 36551  
(P) 251-964-5162  
Email: [melissal@townofloxley.org](mailto:melissal@townofloxley.org)

**Contact with other departments or Town representatives without permission of the Town Clerk may render your proposal void.**

## SECTION 7 SAMPLE CONTRACT

The Sample Contract is attached, entitled, "Professional Services Agreement".

## PROFESSIONAL SERVICES AGREEMENT

This **PROFESSIONAL SERVICES AGREEMENT** (the “Agreement”) has been made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the Town of Loxley, Alabama (the “Town”), and \_\_\_\_\_ (“Company”).

**WHEREAS**, the Town issued a Request for Proposals (the “RFP”), advertised on \_\_, for a company to provide services; and,

**WHEREAS**, the Company appears to have complied with all requirements set forth in the RFP and was the apparent successful proposer; and,

**WHEREAS**, the Town desires to allow the Company, a legal entity properly authorized to do business under the laws of the State of Alabama, to provide the services sought by the RFP; and,

**WHEREAS**, the Company desires to provide said services pursuant to the terms and conditions of this Agreement:

**NOW, THEREFORE**, in consideration of the mutual covenants contained in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. Performance by Company.**

The Company shall fully perform and execute all of the work necessary to complete the services for the Town, in the manner requested by the Town, as outlined in the RFP, the proposal of the Company, and in accordance with the specifications attached hereto as **Exhibit A** (the “Scope of Services”) and hereby incorporated herein by reference (the “Work”).

**2. General Conditions.**

This Agreement shall be subject to and governed by the General Conditions attached hereto as **Exhibit B** and hereby incorporated herein by reference (the “General Conditions”).

**3. Contract Documents.**

The General Conditions, Special Conditions, the RFP, the proposal of the Company, this Agreement, the Specifications, and all exhibits, shall collectively constitute the “Contract Documents.”

**4. Commencement and Term of Agreement.**

a. *Term of Agreement.*

The term of this Agreement shall be for a period of three (3) years commencing on \_\_\_\_\_ and terminating on \_\_\_\_\_.

**5. Payment by \_\_\_\_\_.**

a. *Basic Services.* Unless the parties otherwise agree at the time the scope of work for a specific project has been defined, the Company agrees to negotiate a proposal with itemized fees.

b. *Special Services.* The following rates for labor and expenses shall be applicable. The hourly rates shown include salaries, payroll costs, overhead and profit. Please see **Exhibit C** for \_\_\_\_\_ Rate Schedule.

**6. Authority to Act.**

The undersigned hereby represents and warrants that the Company is a duly formed legal entity and registered and in good standing in the State of Alabama and that \_\_\_\_\_, whose title is \_\_\_\_\_, is authorized to act for and bind the entity to this Agreement.

**IN WITNESS OF THIS AGREEMENT**, The Company and the Town have caused their names to be subscribed and their seals to be affixed as to the day and year first above written.

**TOWN OF LOXLEY, ALABAMA**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**COMPANY**

\_\_\_\_\_  
(Name of Corporation or Entity)

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF SERVICES**

1. In General

The Company agrees:

- a. To deliver high quality professional services that can be audited against established standards.
- b. To deliver professional services in a cost-effective manner with reporting and accountability to the Town.
- c. To provide professional services at full staffing using only licensed, certified and professionally trained personnel.
- d. To maintain an open and cooperative relationship with the administration and staff of the Town.
- e. To maintain complete and accurate records.

2. Services to be Provided by Company

**FEMA Public Assistance Advisory Services:**

Provide assistance to the Town with regard to disaster recovery efforts and compliance with applicable local, State, and Federal laws, regulations, executive orders, and FEMA requirements.

Provide guidance in recovering reimbursement for disaster recovery and for the repair/replacement of the loss of critical infrastructure.

Collaborate with Town staff and others, as needed, on project formulation, including damage assessments, information gathering, project development, preparation of project worksheets, and other project submittals to the Alabama Emergency Management Department (AEMD) and/or the Federal Emergency Management Agency (FEMA).

Attend all meetings with FEMA, state and insurance representatives, as well as, participate regularly with the Town's designated FEMA workgroup. The awarded Firm will attend in-person meetings as required.

Identify and communicate risks within the Town's operation that could preclude its ability to optimize reimbursement.

Assist with the management of FEMA-administered and/or other Federal grants.

Assist the Town in establishing pragmatic document control, establishing a file retention system and data management processes to ensure disaster records are complete and ready for audit.

Generate project extension requests and amendments when necessary, and any other reports or documents to ensure grant reimbursement eligibility is not de-obligated.

Provide engineering, planning and permitting as required as a result of damages from disasters within the Town of Loxley.

- A cost proposal will be required for any and all projects as they are identified.

Develop and execute a process/system for the Town, from inception through the project closeout, to prepare and submit its disaster recovery program; this is to include documentation, procurement, contracts, payroll, and grant submission support.

Develop and execute processes for obtaining, analyzing and gathering field documentation; including, but not limited to, records related to procured goods and services, timekeeping, and force account labor and equipment; this should include processes for disaster debris monitoring services.

Develop improved and/or alternate project requests for AEMA and FEMA and/or other Federal grants.

Develop Hazard Mitigation Strategies and Proposals, as appropriate.

Assist with the submission of first and second appeals to FEMA, as appropriate.

Possess the expertise to assist in the preparation of accurate emergency and permanent work project estimates including but not limited to cost estimating, developing detailed damage descriptions and dimensions, scope of work, and accurate force account labor and equipment summary reports.

Coordinate and interface with engineering and design efforts for repair and/or construction of damaged facilities and infrastructure that will comply with FEMA eligibility and cost reasonableness determinations. Provide oversight of repair/construction efforts to ensure work complies with applicable Project Worksheets and related FEMA Public Assistance grant requirements and guidelines.

### **Financial Payroll and Grant Management**

Ensure Town disaster recovery and restoration processes comply with laws, regulations and guidelines to maximize reimbursement for eligible disaster expenditures and to minimize timing for reimbursement.

Possess the expertise to assist in all disaster-recovery financial reimbursement and reporting processes required by FEMA, State or other agency. Ensure there are no duplications of submission if varying agencies are involved.

Possess the expertise to assist the Town through FEMA, State (or other agency) guidelines to capture force account labor eligible expenses accurately for timesheets and project cost accounting. Assist in the review of Town personnel policies to ensure compliance for eligible cost reimbursement.

Possess the expertise to assist the Town through federal, state (or other agency) guidelines to ensure the capture of relevant data related to procured goods and services. Provide oversight of contractor's billing to ensure all costs eligible for disaster grant funding are documented and claimed.

Perform interval review and reconciliation of actual project spending to ensure project costs are accurately captured.

### **Procurement and Contract Management/Monitoring Support**

Ensure Town disaster recovery and restoration procurement processes comply with laws, regulations and guidelines as required by federal, state or other agencies.

Possess the expertise to assist in the review of Town Purchasing policies to ensure compliance for eligible cost reimbursement.

Develop processes for ensuring compliance related to contract monitoring and contract close-out as required by federal, state, or other agencies.

Ensure Town documentation is sufficient to respond to audits and reviews.

### **Information Technology & Data Management**

Possess the expertise to assist Town staff in the development of IT solutions that support the Consulting Services for Disaster Recovery and FEMA Public Assistance

management and implementation of disaster recovery programs.

Develop processes for the Town to properly collect data and document information as necessary to optimize compliance with federal, state, or other agencies.

Ensure Town documentation is sufficient to respond to audits and reviews.

**Insurance and Other Funding Support**

Review and understand the Town's insurance coverage in order to ensure the Town's disaster recovery and restoration processes comply with laws, regulations and guidelines as required by federal, state, or other agencies.

Develop process to assist the Town in routing eligible expenses correctly, including insurance coverage guidelines.

Possess the expertise to assist the Town with identifying other disaster recovery funding opportunities, including Community Development Block Grant Disaster Recovery programs.

Ensure there are no duplications of funding or submissions if varying agencies are involved.

**Hazard Mitigation Support**

Provide expertise in identifying, developing and evaluating opportunities for the development of hazard mitigation programs to reduce or eliminate risk from future events.

Possess the expertise to assist the Town in preparing relevant documentation and analysis related to hazard mitigation grant programs.

Ensure Town hazard mitigation programs comply with laws, regulations and guidelines as required by federal, state or other agencies.

**Emergency Management Support Services**

Provide expertise related to post-disaster recovery continuity of operations, training, development of teams, monitoring, review and test of plans related to future events.

**CFR 200 Compliance Language – Procurements**

While assisting the Town with project procurements or in the event the vendor must procure additional resources post-contract award, the awarded Proposer will strictly adhere to 2 CFR 200 procurement rules. This includes adhering to the strictest provisions of Federal, State, and Local Procurement Rules, Regulations and/or Ordinances, etc.

3. Other Matters

- a. In addition to any meetings set forth in the Contract Documents, the Company shall regularly meet with Town - designated personnel or representatives as deemed necessary by the Town.
- b. The Company shall provide all services described herein in accordance with all appropriate state and federal laws and regulations.
- c. The Company shall safeguard any confidential information received as a result of or pursuant to the Contract Documents to ensure that the information is not improperly disclosed. The Company will allow access to this information to other persons or organizations only if clearly directed to do so, in writing, by the Town. The Company shall meet all statutory standards of confidentiality, including, without limitation, those set forth in any applicable federal or Alabama state law.

**EXHIBIT B**

**GENERAL CONDITIONS**

4. The Town’s Right to Stop the Work. If the Company fails to correct Work which is not in accordance with the requirements of the Contract Documents or persistently fails to carry out Work in accordance with the Contract Documents, the Town may issue a written order to the Company to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Town to stop the Work shall not give rise to a duty on the part of the Town to exercise this right for the benefit of the Company or any other person or entity.

5. The Town’s Right to Carry Out the Work. If the Company defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the Town to commence and continue correction of such default or neglect with diligence and promptness, the Town may, without prejudice to other remedies the Town may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due to the Company the reasonable cost of correcting such deficiencies, including the Town’s expenses and compensation for the additional services made necessary by such default, neglect or failure. If payments then or thereafter due the Company are not sufficient to cover such amounts, the Company shall pay the difference to the Town.

6. Supervision. The Company shall supervise and direct the Work, using the Company’s best skill and attention. The Company shall be solely responsible for and have control over the Work, means, methods, techniques, equipment, sequences, and procedures and for coordinating all portions of the Work, pursuant to the specifications and the Contract Documents. The Company shall be responsible to the Town for acts and omissions of the Company’s employees, subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Company or any of its subcontractors.

5. Labor and Materials.

30.1. The Company shall provide and pay for all materials and equipment necessary for proper execution and completion of the Work.

30.2. The Company shall provide and pay for all professional personnel necessary to perform the Work, including the following individuals who were named in the Company's Proposal. These key personnel shall remain assigned for the duration of the Work, unless otherwise agreed to in writing by the Town. In the event the Company proposes to substitute any of the key personnel designated below, the individual(s) proposed must demonstrate similar qualifications and experience as required to successfully perform such duties. The Town shall have the sole right to determine whether key personnel proposed as substitutes are qualified to perform the Work. The Town shall not unreasonably withhold approval of staff changes.

Position/Title	Name of Individual

30.3. The Company shall enforce strict discipline and good order among the Company’s employees and other persons carrying out the Work. The Company shall not permit employment of persons not properly licensed to perform the work assigned, unfit persons, or persons not

skilled in tasks assigned to them.

4. Warranty. The Company warrants to the Town that services furnished and Work performed under the Contract Documents will be of good quality, consistent with industry standards, and that the Work will conform to the requirements of the Contract Documents. The Company further warrants to the Town that it possesses a high level of experience and expertise in the services to be provided under the Contract Documents. Work not conforming to the requirements set forth in the Contract Documents, including substitutions not properly approved and authorized, may be considered defective. The foregoing warranties are in addition to, and not in lieu of, any and all other liability imposed upon the Company by law with respect to the Company's duties, obligations, and performance hereunder. The Company acknowledges that the Town is relying upon the Company's skill and experience in connection with the Work.

5. Company Assurance of Good Standing. The Company warrants that it is not in arrears to the Town upon debt or contract and is not in default as surety, contractor or otherwise on any obligation to the Town. The Company warrants that it is financially solvent, able to pay all debts as they mature, and is possessed of sufficient working capital to complete the Work and perform all obligations hereunder. The Company warrants that it is authorized to do business in the State of Alabama and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work.

6. Taxes. The Company shall pay all sales, consumer, use and similar taxes for the Work provided by the Company.

7. Permits, Fees and Notices.

7.1. Unless otherwise provided in the Contract Documents, the Company shall secure and pay for any permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract Documents and which are legally required when Proposals are received or negotiations concluded.

7.2. The Company shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the Work.

7.3. If the Company performs Work knowing it to be contrary to laws, statutes, ordinances, and/or rules and regulations, the Company shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

8. Limitation on Liability, Release, and Indemnification.

8.1. The Company hereby releases the Town from any claim or liability for damages that the Company may have arising out of the Contract Documents for property damage, injury or death.

8.2. The Company will hold the Town harmless, defend and indemnify the Town, its agents, officers, Mayor, Council members, its Mayor, attorneys, and employees from and against any and all claims, actions or causes of action and for any and all damages, liabilities, claims, penalties, expenses and costs, including, but not limited to, attorney's and other professional fees, arising out of the Contract Documents or the performance of the services described or referred to in the Contract Documents, specifically including, without limitation, the Work, but only to the extent caused by the negligent or intentional acts or omissions of the Company, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation will not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person.

8.3. Company shall assume all risks and responsibilities for losses of every description in connection with the service that can be attributed either directly or indirectly to the Company.

8.4. Any approval or payment by the Town shall not constitute, nor be deemed a release of the responsibility and liability of the Company, its employees, subcontractors, agents and consultants for the Work; nor shall such approval or payment be deemed to be an assumption of such responsibility by the Town for any defect, error or omission in the Work performed by the Company, its employees, subcontractors, agents and consultants.

8.5. All indemnification and release provisions in favor of the Town shall survive the expiration or sooner termination of the Contract Documents.

9. Enforcement. The Company agrees to pay to the Town all costs and expenses including reasonable attorney's fees incurred by the Town in exercising any of its rights or remedies in connection with the enforcement of the Contract Documents.

10. Status of Company as Independent Contractor. It is expressly agreed that Company's status hereunder is that of an independent contractor and that Company is not an agent, employee, servant, partner, or joint venturer of the Town. Company is exclusively responsible for and in control of the Company's employees and agents, and performance of Company's duties hereunder. Neither Company nor any person hired by Company shall be considered employees of the Town for any purpose.

11. Subcontractual Relations.

11.1. Company will not subcontract work or services under the Contract Documents without the prior written consent of the Town, and any such subcontract without consent of the Town shall be null and void.

11.2. If Company proposes to subcontract any of the work or services under the Contract Documents, the Company will submit to the Town the name of each proposed Subcontractor along with the proposed scope of work which its Subcontractor is to undertake. The Town has the right to reject access to or use of any Subcontractor which the Town considers unable or unsuitable to satisfactorily perform its duties.

11.3. Company agrees it shall be as fully responsible to the Town for any act or omission of the Company's Subcontractors, their agents, representatives, and persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by Company. Neither this provision, the Town's authorization of Company's agreement with Subcontractor, the Town's inspection of a Subcontractor's facilities or work, or any other action taken by the Town in relation to a Subcontractor shall create any contractual relationship between any Subcontractor and the Town.

11.4. By appropriate agreement, written where legally required for validity, the Company shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Company by terms of the Contract Documents, and to assume toward the Company all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Company, by these Documents, assumes toward the Town. Each subcontract agreement shall preserve and protect the rights of the Town with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights. Where appropriate, the Company shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Company shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents.

12. Contingent Assignment of Subcontracts. Each subcontract agreement for a portion of the Work is assigned by the Company to the Town provided that: (a) assignment is effective only after termination of the Contract Documents by the Town for cause and only for those subcontract agreements which the Town accepts by notifying the Subcontractor and Company in writing; and, (b) assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract Documents.

13. Limitations on Assignment of the Contract Documents. Company will not assign or transfer any interest in the Contract Documents without the prior written consent of the Town, and any attempt to do any of the foregoing without such prior written consent shall be null, void, and of no effect. Any assignment or transfer of any interest in the Contract Documents will be subject to compliance with the provisions of the Contract Documents and will not alleviate any of Company's obligations in the Contract Documents.

14. Termination by the Town for Cause.

14.1. If the Company persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or is guilty of any other material breach of a provision of the Contract Documents, the Town may, without prejudice to any other rights or remedies of the Town, provide written notice of termination of the Contract Documents and subsequently terminate the Contract Documents seven (7) days after said written notice and may accept assignment of subcontracts as provided herein; or finish the Work by whatever reasonable method the Town may deem expedient. Upon request of the Company, the Town shall furnish to the Company a detailed accounting of the costs incurred by the Town in finishing the Work.

14.2. When the Town terminates the Contract Documents for one of the reasons stated in the preceding paragraph, the Company shall not be entitled to receive further payment until the Work is completed.

14.3. If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, and other damages incurred by the Town which have not been expressly waived, such excess shall be paid to the Company as set forth in the Agreement. If such costs and damages exceed the unpaid balance, the Company shall pay the difference to the Town. This obligation of payment to the Company or the Town, as the case may be, shall survive termination of the Contract Documents.

15. Suspension by the Town for Convenience. The Town may, without cause, order the Company in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Town may determine.

16. Termination by the Town for Non-Appropriation. The Company hereto agrees that payments due from the Town, as required under the terms of the Contract Documents, if any, are contingent upon the availability of appropriated funds. In the case of non-appropriation of funds, the Town may terminate the Contract Documents in whole or in part without further obligation to the Company.

17. Termination by the Town for Convenience.

17.1. The Town may, at any time, terminate the Contract Documents for the Town's convenience and without cause.

17.2. Upon receipt of written notice from the Town of such termination for the Town's convenience, the Company shall:

17.2.1. cease operations as directed by the Town in the notice;

17.2.2. take actions necessary, or that the Town may direct, for the protection and preservation of the Work; and

17.2.3. except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

17.3. In case of such termination for the Town's convenience, the Company shall be entitled to receive payment for documented Work already executed, and costs incurred, at the time of receiving the written notice.

18. Obligations Upon Expiration or Earlier Termination.

18.1. Upon the expiration or earlier termination of this Agreement, the Company shall promptly:

18.1.1. Upon request by the Town, deliver to the Town or such other person as the

Town shall designate all materials, supplies, equipment, keys, contracts and documents, all books of account and records maintained pursuant to the Contract Documents, pertaining to this Agreement.

18.1.2. Deliver to the Town, in a reasonably organized form without restriction on future use, reproducible original plans, field surveys, maps, cross sections and other data, designs and instruments of service related to the Work.

18.1.3. Cooperate in providing all information, should the Town subsequently contract with a new company for continuation of the Work.

18.1.4. Furnish all such information, take all such other action, and cooperate with the Town as the Town shall reasonably require to effectuate an orderly and systematic termination of the Work and the Company's services, duties, obligations and activities hereunder.

18.1.5. Furnish a report of all outstanding orders for services, materials and supplies ordered by the Company as a result of its obligations arising under this Agreement at the time of expiration or termination. Such report shall include the status of payment for such services, including whether they have been charged to or paid by the Company. Such report shall be furnished no later than thirty (30) Calendar Days after the date of expiration or termination.

19. Insurance. The Company shall, at its sole cost and expense, procure and maintain in full force and effect covering the performance of the services rendered under the Contract Documents, insurance in the types and limits specified below. In addition to the insurance coverage and limits listed herein, the Company shall obtain all other insurance coverage as may be required by law.

19.1. General Liability Insurance:

19.1.1. Limits of Liability: \$1,000,000.00 in the aggregate and \$1,000,000.00 per occurrence.

19.1.2. Coverage: Premise operations, blanket contractual liability, personal injury liability, products and completed operations, independent contractors, employees as insureds.

19.2. Workers' Compensation and Employers' Liability Insurance:

19.2.1. Limits of Liability: Workers' Compensation - Statutory Limits. Employers' Liability - Statutory Limits.

19.2.2. Other States' coverage and Alabama endorsement.

19.3. Business Commercial Automobile Liability Insurance:

19.3.1. Coverage sufficient to cover all vehicles owned, used, or hired by Company, his agents, representatives, employees or subcontractors.

19.3.2. Combined Single Limit: \$1,000,000.00

19.3.3. Each Occurrence Limit: \$1,000,000.00

19.4. Professional Liability Insurance:

19.4.1. Limit of Liability: \$1,000,000.00 per claim

19.5. All insurance provided for in this section shall be obtained under valid and enforceable policies issued by insurers of recognized responsibility which are licensed to do business in the State of Alabama. The Town requires that Certificates of Insurance evidencing the existence of

such insurance shall be submitted to the Town at least ten (10) days before the Work is started. If the term of the Agreement coincides with the term of the selected firm's insurance coverage, a Certificate from the expiring policy will be accepted, but a Certificate evidencing renewed coverage of a new policy must be presented to the Town no later than thirty (30) days after the effective date of the policy.

19.6. General Liability and Automobile Liability policies shall include the Town as additional insured party thereunder; and all policies shall provide that at least thirty (30) days prior written notice be given to the Town in the event coverage is canceled or non-renewed or coverage is reduced.

19.7. If the Company desires to self-insure any or all of the coverages listed in this section, it shall provide to the Town documentation that such self-insurance has received all the approvals required by law or regulations, as well as the most recent audited financial statement of the selected firm's insurance. Any coverage which is self-insured shall provide the same coverage limits and benefits as the coverages listed in this section.

19.8. The Town reserves the right to review categories and levels of insurance coverage held by the Company in an ongoing program of risk management. The Company will be notified, in writing, of coverage requirements as determined by this review and the Company agrees to secure such uniformly requested and required coverage.

19.9. If the Company fails to obtain or maintain the required insurance, the Town shall have the right to treat such failure as a material breach of the Contract Documents and to exercise all appropriate rights and remedies as a result thereof.

19.10. The Company shall furnish separate Certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in the Contract Documents.

19.11. It is the intent of the specifications of insurance requirements above that the Company shall maintain in force the broadest commonly available coverage against the risks and perils listed above. If insurance against the listed risks and perils is commonly available, the failure to specify such insurance shall not relieve the Company from its duty to maintain such insurance. Also, the specification of any insurance in the Contract Documents does not limit any of the other obligations of the Company under those documents.

20. No Waiver of Breach. No failure by either the Town or Company to insist upon the strict performance by the other of any covenant, agreement, term or condition of the Contract Documents, or to exercise any right or remedy consequent upon a breach of any covenant, agreement, term or condition of the Contract Documents, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No waiver of any breach shall affect or alter the Contract Documents, but each and every covenant, condition, agreement and term of the Contract Documents shall continue in full force and effect with respect to any other then existing or subsequent breach.

21. Waivers and Amendments to the Contract Documents. No modification, waiver, amendment, discharge or change of the Contract Documents will be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.

22. No Liens. No lien may be attached to public property.

23. Notice to Company and the Town. Unless otherwise specifically provided in the Contract Documents or by law, any and all notices or other communications required or permitted by the Contract Documents or by law to be served on, given to, or delivered to any party to the Contract Documents will be in writing and will be deemed duly served, given, delivered and received when personally delivered (including confirmed overnight delivery service to the party to whom it is directed), or without personal delivery, when three (3) business days have elapsed following deposit of the notice or other communication in the United States mail, first-class postage prepaid, certified, return receipt requested, and:

If to the Town, addressed to:  
Melissa Lawrence  
Post Office Box 9  
Loxley, Alabama 36551  
Attn: Town Clerk

If to Company, addressed  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

Either party may change its address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

24. Undue Influence. Company agrees not to hire any Town personnel who may exercise or have exercised discretion in the awarding, administration or continuance of the Contract Documents for one (1) year following the termination of the employee from Town service.

25. Unavoidable Delay - Force Majeure. If either party shall be delayed or prevented from the performance of any act required by the Contract Documents by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws, or regulations or other similar cause, without fault and beyond the reasonable control of the party obligated (financial inability excepted), performance of such act, only, will be excused for the period of the delay; and the period for the performance of any such act, only, will be extended for a period equivalent to the period of such delay; provided, however, nothing in this Section will excuse Company from the prompt payment of any fee or other charge required of Company except as may be expressly provided elsewhere in the Contract Documents; and, provided further that any party claiming the application of this Section immediately resumes performance as soon as the cause claimed under this Section ends.

26. Compensation General Terms and Conditions.

26.1. Company's travel, meals, lodging, parking or other expenses incidental to the performance of responsibilities under the Contract Documents shall be borne solely by the Company.

26.2. The Town will not make payment on behalf of the Company to any fringe benefit program, or withhold any money from compensation for any federal, state or local tax program or for any other reason, all of such obligations belonging exclusively to the Company.

27. Severability of Terms of the Contract Documents. In the event any portion of the Contract Documents is declared invalid or unenforceable by any entity of competent jurisdiction, the remaining portions of the Contract Documents are and shall be deemed separable and shall remain in full force and effect.

28. Captions. Captions in the Contract Documents are inserted for convenience of reference only and do not define, describe or limit the scope or the intent of the Contract Documents or any of the terms of the Contract Documents.

29. Applicable Law of the Contract Documents. If legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in the Circuit Court of Baldwin County, Alabama. The Contract Documents shall be governed by and construed at all times in accordance with the laws and court decisions of the State of Alabama, without regard to conflict of law principles.

**IN WITNESS WHEREOF**, the parties have executed these General Conditions as of the date first written above.

**TOWN OF LOXLEY**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**COMPANY**

\_\_\_\_\_  
(Name of Corporation or Entity)

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT “C”**

Rate Schedule

The hourly rates shall include all applicable expenses, overhead and profit.

<b><u>POSITIONS</u></b>	<b><u>HOURLY RATES</u></b>
Subject Matter Expert	\$_____
Project Manager	\$_____
Grant Specialist	\$_____
Engineer	\$_____
Site Inspector/Technician	\$_____
Audit/Closeout Specialist	\$_____
Research Assistant	\$_____
Clerical/Data Manager	\$_____

**OTHER REQUIRED POSITIONS**

Proposer may include other positions, with hourly rates and attach a job description and required years of experience for each position.