



PUBLIC NOTICE

REQUEST FOR PROPOSALS

Sealed proposals will be received, opened, and read aloud in public session for **DEBRIS MONITORING, DISASTER MANAGEMENT, AND RECOVERY SERVICES** for the **CITY OF ORANGE BEACH, ALABAMA**, at **11:30 A.M. on Thursday, July 19, 2018**, at the City Hall Municipal Complex located at 4099 Orange Beach Blvd., Highway 161, Orange Beach, Alabama. Qualified contractors are invited to bid.

Proposal specifications may be obtained from Orange Beach City Hall, 4099 Orange Beach Blvd., Orange Beach, Alabama, Monday through Friday from 8:00 a.m. until 5:00 p.m., or downloaded from the City's website at www.orangebeachal.gov.

Sealed proposals may be mailed or delivered directly to the City of Orange Beach prior to the public opening. All sealed proposals must be clearly and legibly marked "SEALED PROPOSAL," the proposer's name, the project name, and the opening date and time. Contact Renee Eberly at (251) 981-6806 or reberly@orangebeachal.gov with any questions.

Sealed proposals must be mailed to the following address:

City of Orange Beach
Attention: City Clerk
P.O. Box 458
Orange Beach, Alabama 36561

Or hand delivered to:

City of Orange Beach
Attention: City Clerk
4099 Orange Beach Blvd.
Orange Beach, Alabama 36561

Be advised that overnight delivery by express or courier to Orange Beach is not guaranteed. Faxed proposals will not be accepted.

The most responsive, responsible proposal will be accepted with key consideration based upon best value and benefit to the public. The City of Orange Beach reserves the right to reject any and all proposals, to waive any irregularity in the proposals received, and to accept or reject any items of the proposal for the benefit of the public. No conditional proposals will be accepted. No proposal may be withdrawn for a period of sixty (60) days after the scheduled closing date and time for the receipt of proposals.

THE CITY OF ORANGE BEACH, ALABAMA



REQUEST FOR PROPOSALS
Requisition No. 2018-0720

- REQUEST FOR PROPOSAL DATE: **June 13, 2018**
- PROPOSAL TITLE: **Debris Monitoring, Disaster Management & Recovery Services**
- PLACE OF PROPOSAL OPENING: **City of Orange Beach, City Hall, 4099 Orange Beach Blvd.**
- PROPOSAL MUST BE RECEIVED BEFORE: **July 19, 2018 at 11:30 A.M. (Central)**
- PROPOSALS WILL BE PUBLICLY OPENED: **July 19, 2018 at 11:30 A.M. (Central)**

Sealed proposals will be received by the City of Orange Beach at the Office of the City Clerk located at Orange Beach City Hall until the above time and date at which time they will be opened as soon thereafter as practicable.

NOTE: For this proposal to be considered responsive, all information in this section should be supplied, as appropriate, or the entire proposal may be disqualified. Proposal response must be in ink or typed with original signature. No errors will be corrected after proposals are opened. No prices shall include State or Federal Exercise Taxes; tax exemption certificates furnished upon request. The City of Orange Beach reserves the right to accept or reject all proposals or any portion thereof.

ALL PROPOSALS MUST BE RETURNED AS FOLLOWS:

All proposers must use the proposal form and show on the envelope "SEALED PROPOSAL," the proposer's name, the project name, and the opening date and time. Each proposal must be in a separate envelope.

U.S. Postal Service
City of Orange Beach
Attention: City Clerk
P.O. Box 458
Orange Beach, Alabama 36561

Courier (UPS, FedEx, etc.)
City of Orange Beach
Attention: City Clerk
4099 Orange Beach Blvd.
Orange Beach, Alabama 36561

1. For the purchase or lease of personal property only, a resident person, firm or corporation, whose bid is no more than five percent (5%) greater than the lowest bid, may be the successful bidder and the contract may be awarded to such resident responsible bidder. A resident bidder is defined by the City Council of Orange Beach as any business located within Baldwin County.
2. Contact Phillip West, Coastal Resources Manager at 251-981-6788/pwest@orangebeachal.gov for questions concerning the technical specifications.
3. Contact Renee Eberly, City Clerk/Procurement Officer at 251-981-6806/reberly@orangebeachal.gov for questions concerning technical specifications or general bid procedures.

All questions that require an addendum should be emailed no later than 5:00 P.M. on June 20, 2018. Addenda will be posted on the City's website at: www.orangebeachal.gov. The City is not responsible for any oral instructions.

PROPOSAL SPECIFICATIONS

A. Project Description

The City of Orange Beach, Alabama, is soliciting sealed proposals from qualified firms to establish a contract with the best qualified firm for monitoring the removal of debris generated by a disaster event, disaster management, and recovery services. The contract will be awarded prior to the occurrence of a disaster event and be implemented at the discretion of the City at the time of any disaster event during contract period.

B. Contract Term

It is the intent of the City to enter into an initial term of two (2) years with a renewal clause for two (2) additional one (1) year terms.

C. Scope of Work

The City requires debris monitoring, disaster management, recovery, and consulting services to support the oversight and management of debris recovery contractors. As such the Contractor should be capable of providing a range of related other services as needed and ordered by the City. The following specifications serve as a guideline only and shall not be viewed as a comprehensive outline of work to be performed.

1. Disaster Debris Monitoring Services

The Contractor will be expected to provide disaster debris monitoring services to include debris generated from the public rights-of-way, drainage areas/canals, waterways and other public, eligible, or designated areas. Specific services may include:

- a) Coordinating daily briefings, work progress, staffing, and other key items with the City.
- b) Selection and permitting of Temporary Debris Storage and Reduction Site (TDSRS) locations and any other permitting/regulatory issues as necessary.
- c) Scheduling work for all team members and contractors on a daily basis.
- d) Hiring, scheduling, and managing field staff.
- e) Monitoring recovery contractor operations and making/implementing recommendations to improve efficiency and speed up recovery work.
- f) Assisting the City with responding to public concerns and comments.
- g) Certifying contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring.
- h) Digitization of source documentation (such as load tickets).
- i) Developing daily operational reports to keep the City informed of work progress.
- j) Development of maps, GIS applications, etc., as necessary.
- k) Comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to the City for processing.
- l) Project Worksheet and other pertinent report preparation required for reimbursement by FEMA, AEMA, FHWA, and any other applicable agency for disaster recovery efforts by City staff and designated debris removal contractors.
- m) Cost recovery of eligible funds currently not obligated or potentially de-obligated by appropriate funding agencies. Separate pricing structures for this service may be included in the firm's proposal.
- n) Final report and appeal preparation and assistance.

2. Emergency Management Planning and Training

If requested by the City, the Consultant shall provide:

- a) Development or modification of a debris management plan, including identification of an adequate number of Temporary Debris Storage and Reduction Site (TDSRS) locations. Staff training as necessary.
 - b) Procurement assistance for debris removal contractors and other services as requested.
 - c) Project management to include the formulation and management of permanent work projects, task force management, and participation on Mayor and City Council Boards and Panels.
 - d) Technical support and assistance in developing public information.
 - e) Other training and assistance as requested by the City.
 - f) Other reports and data as required by the City.
 - g) Other emergency management and consulting services identified and required by the City.
3. Public Assistance Consulting Services
As directed by the City, the Contractor shall provide:
- a) Identification of eligible emergency and permanent work (Category A-G).
 - b) Assistance in attaining Immediate Needs Funding.
 - c) Prioritization of recovery workload.
 - d) Loss measurement and categorization.
 - e) Insurance evaluation, documentation adjustment, and settlement services.
 - f) Project Worksheet generation and review.
 - g) FEMA, FHWA, and NRCS reimbursement support.
 - h) Staff augmentation with experienced Public Assistance Coordinators and Project Officers.
 - i) Interim inspections, final inspections, supplemental Project Worksheet generation, and final review.
 - j) Appeal services and negotiations.
 - k) Final review of all emergency and permanent work performed.
4. Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for a minimum of three (3) years after completion of the contract. City shall have access to all records, documents, and information collected and/or maintained by the Contractor and its Subcontractors in the course of contract administration. This information shall be made accessible at the Contractor's place of business to the City, including the Finance Department and/or its designees, for the purposes of inspection, reproduction, and/or audit without restriction.
5. The laws of the State of Alabama apply to any purchase made under this Request for Proposals. Contractor shall comply with all local, state, and federal directives, orders, and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and Occupational Safety and Health Act (OSHA) as applicable to the contract. Proposers certify by submission of a proposal that they have not and will not use Federal funds to pay any person or organization to influence or attempt to influence and officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 USC Section 1352.
6. Contractor is responsible to complete this scope of work, including all labor, parts, materials, tools, supervision, and equipment necessary to complete the Work.
7. The specific items included as part of this scope of work are listed for emphasis only and are not intended to limit the scope of work in any way.

8. The Work of this contract is hereby further clarified and defined. In accordance with the nature of this contract, this clarification does not relieve the Contractor from providing all elements necessary to complete the debris monitoring, disaster management, recovery, and consulting services to support the oversight and management of debris recovery contractors. It is the Contractor's responsibility, based on their expertise and knowledge of the work, to include all items, materials, and procedures necessary to complete the execution of the work that, although not shown, can be reasonably inferred to be a part of the work.
9. Contractor's price includes:
 - a) All taxes associated with this scope of work;
 - b) All salaried and field personnel required to complete the work;
 - c) All permits and/or licenses required for this work; and
 - d) Contractor acknowledges that multiple mobilizations may be required and has accounted for all costs in the cost proposal. Reasonable travel, per diem, and other direct project costs (e.g. load tickets, communications, equipment rental, etc.) will be billed to the City at cost without markup.

D. Coordination of Work

After contract award, the Contractor shall coordinate the work schedule with the City Staff Contact. Any modifications to the scope of work or schedule shall be first approved by the City Staff Contact

E. Insurance Requirements

Contractor agrees, at its sole expense, to maintain on a primary and non-contributory basis during the life of this Contract, or the performance of Work hereunder, insurance coverages, limits, and endorsements as set out below. Coverage of all insurance shall be from acceptably strong companies with a minimum rating of A+/AA in Best's Insurance Guide, or lacking that, must be approved by the Owner. Contractor agrees to obtain Commercial General Liability, Business Auto Liability, Worker's Compensation, Professional Errors and Omissions, and Commercial Umbrella/Excess Liability before starting the work. Contractor also agrees to undertake the obligation to insure that all subcontractors abide by these same insurance requirements.

The Contractor agrees the insurance requirements herein as well as City's review or acknowledgment is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Contract.

Commercial General Liability

Contractor agrees to maintain Commercial General Liability at a limit of liability not less than \$1,000,000 Each Occurrence, \$2,000,000 Annual Aggregate. Contractor agrees its coverage will not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability, or Cross Liability.

Business Automobile Liability

Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned, and Hired Automobiles.

Worker's Compensation & Employer's Liability

Regardless of any "minimum requirements" of the State of Alabama, Contractor shall obtain Worker's Compensation insurance covering **all** workers involved in the Work. (Note: Elective exemptions or coverage through an employee leasing arrangement will violate this requirement.) Subcontractor shall also obtain Employer's Liability insurance with minimum limits of \$500,000 Each Accident, \$500,000 Disease Policy Limit, and \$500,000 Each Employee.

Professional Errors and Omissions

Contractor shall also obtain coverage limits of \$1,000,000 each claim and policy aggregate, an Extended Discovery period to apply for at least two (2) years after Contractor's work is accepted by the City of Orange

Beach, and a deductible not to exceed \$10,000, for which the Contractor will remain solely responsible for, shall apply. "Claims-Made" policies shall carry a retroactive date prior to the effected date of this project. In the event the policy is cancelled, non-renewed, switched to an Occurrence Form, or any other circumstance that triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this project, then Contractor shall purchase a SERP with a minimum reporting period of not less than two (2) years. The requirement to purchase a SERP shall not relieve the Contractor of the obligation to provide replacement coverage.

Commercial Umbrella/Excess Liability

Contractor agrees to maintain either a Commercial Umbrella or Excess Liability at a limit of liability not less than \$1,000,000 Each Occurrence, \$1,000,000 Aggregate. The Contractor agrees to endorse the City as an "Additional Insured" on the Commercial Umbrella/Excess Liability, unless the Commercial Umbrella/Excess Liability provides coverage on a pure/true follow-form basis, or the City is automatically defined as an Additional Protected Person.

Additional Insured Endorsements

The Contractor agrees to endorse the City as an Additional Insured on the Commercial General Liability with the following Additional Insured endorsement, or similar endorsement providing equal or broader Additional Insured coverage than:

- CG2010 10 01 – Additional Insured; Owners, Lessees, or Contractors, OR
- CG2010 07 04 – Additional Insured; Owners, Lessees, or Contractors; Scheduled Person or Organization endorsement

The name of the organization endorsed as Additional Insured for all endorsements shall read "City of Orange Beach."

Waiver of Subrogation

Contractor agrees by entering into this written Contract to a Waiver of Subrogation in favor of the City. If a policy prohibits waiving subrogation rights without an endorsement, the Contractor agrees to endorse it with a Waiver of Transfer of Rights of Recovery against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy which voids coverage if subrogation is waived.

Right to Revise or Reject

The City reserves the right to revise any insurance requirement based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage. Additionally, the City reserves the right, but not the obligation, to review and reject and insurance policies failing to meet the criteria stated herein, or any insurer(s) providing coverage, due to its poor financial condition or failure to operate legally in the State of Alabama. In such events, City shall provide Contractor written notice of such revisions or rejections.

No Representation of Coverage Adequacy

The coverages, limits, or endorsements required herein protect the primary interests of the City, and the Contractor agrees in no way should these coverages, limits, or endorsements required be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of the Project or otherwise.

Certificate of Insurance

Contractor agrees to provide City a Certificate of Insurance evidencing the above coverages. If the Contractor receives a non-renewal or cancellation or other material change notice from an insurance carrier affording coverage required herein, Contractor agrees to notify the City immediately with specifics as to which coverage is no longer in compliance. The City shall have the right, but not the obligation, of prohibiting Contractor from entering the Work site until a new Certificate of Insurance is provided to the City evidencing the replacement coverage. The Contractor agrees the City reserves the right to withhold payment to Contractor until evidence of reinstated or replacement coverage is provided to the City. If the Contractor fails to maintain the insurance as set forth herein, the Contractor agrees the City shall have the right, but not the obligation, to purchase

replacement insurance, which the Contractor agrees to reimburse any premiums or expenses incurred by the City.

The Contractor agrees the Certificate(s) of Insurance shall:

1. Clearly indicate the City has been endorsed on the Commercial Umbrella/Excess Liability and Commercial General Liability policy as an Additional Insured. Clearly indicate the project name and project number.
2. Clearly indicated Certificate Holder(s) as follows:

Original to: City of Orange Beach
Attn: City Clerk
P.O. Box 458
Orange Beach, AL 36561
Fax (251) 981-6981

F. Disposal of Materials

Any waste and excess materials shall be disposed of by the Contractor in a safe manner conforming to all Federal and State Occupational and Environmental Laws and Regulations including, but not limited to, the Occupational Safety and Health Act (OSHA), the Clean Air Act (CAA), the Clean Water Act (CWA), the Safe Drinking Water Act (SDWA), the Toxic Substances Control Act (TSCA), and the Alabama Department of Environmental Management (ADEM) Regulations.

PROPOSAL REQUIREMENTS

Firms or companies desiring to provide services, as described in the Scope of Work shall submit **one (1) original and three (3) complete copies** of proposal specifications and pricing no later than the time and date specified in the Request for Proposals.

Each proposal submitted **MUST** include the following sections arranged in the following order:

Section A: Contractor Information

This section is to contain the completed "Contractor Information Form" included in these documents.

Section B: Qualifications of the Firm

Firm qualifications must include the following:

1. Recent experience demonstrating current capacity and current expertise in debris removal, solid waste and hazardous waste management and disposal.
2. Documented knowledge and experience coordinating with Federal, State and Local emergency agencies.
3. Experience representing Local governments with various state and federal funding source sources and reimbursement processes, including the Federal Emergency Management Agency (FEMA), Alabama Emergency Management Agency (AEMA), Federal Highway Administration (FHWA) and/or Natural Resource Conservation Service (NRCS).
4. Experience with special disaster recovery program management services including private property/ROW work, waterways/wetland clean-up and reimbursement, sand recovery, screening and beach remediation, leaning tree and hanging limb removal, hazardous material removal, vessel and vehicle recovery, asbestos abatement, data management, hauler invoice reconciliation and contracting, and FEMA reporting and appeals assistance.
5. Provide at minimum five (5) references for which the firm has performed services within the last five (5) years that are similar to the requirements in the Scope of Services. Three (3) of the references shall be from a local government for hurricane debris monitoring experience. Provide the reference contact name, address, e-mail, telephone numbers and date of contract.

Section C: Qualifications of the Staff

Provide an organizational chart and summary of staff qualifications. Key project staff (management staff including, but not limited to: project manager, collection and disposal operations managers, FEMA reimbursement specialist, etc.) must be full time employees of the proposing firm and have experience in the following:

1. Experience demonstrating current capacity and current expertise in debris removal, solid waste and hazardous waste management and disposal. The proposer must demonstrate experience managing debris monitoring for at least three (3) governmental entities involving a minimum of 1,000,000 cubic yards of debris. Recent debris monitoring of hurricane events is required.
2. Documented knowledge and experience with Federal, State, and Local emergency agencies, state and federal programs, funding sources, and reimbursement processes. Proposer must demonstrate experience with project worksheet preparation, procurement of contractors, hauler invoice reconciliation, and appeals/reimbursement support.

Section D: Technical Approach

Provide a description of the proposer's approach to the project, to include startup procedures/requirements, debris estimating methodology, analysis of debris recovery operations, and management of debris recovery

contractors, billing/invoicing, and reporting procedures to FEMA and the City. Provide a copy of the proposer's internal training program.

Section E: Pricing Sheet

This section is to contain the completed "Pricing Sheet" included in these documents. This "Pricing Sheet" is intended to provide quick comparative information regarding the cost for this project to City personnel. The cost proposal will be evaluated by the hourly rates submitted on the Pricing Sheet. Reasonable travel, per diem, and other direct project costs (e.g. load tickets, communications, equipment rental, etc.) will be billed to the City at cost without markup.

SECTION A: CONTRACTOR INFORMATION FORM

Contractor Name: _____
Contact Name: _____
Title: _____
Street Address: _____
City, State, Zip: _____
Phone: _____
Email: _____

The proposer acknowledges receipt of the following addenda covering revisions to the proposal documents, and states that the costs, if any, of such revisions have been included in the base proposal and other prices quoted herein:

Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____

Note: If no addenda have been received, write in "none."

I have reviewed all of the general information and specifications in the RFP, have inspected the work site, have contacted the City regarding any needed clarifications, and submit this proposal with a full understanding of the specifications.

If selected by the City as the Contractor, I agree to abide by the terms and conditions specified in this RFP. I herein affirm that I have not been in any agreement or collusion among bidders in restraint of competition to bid at a fixed price or to refrain from bidding otherwise. By signing this contract, the company represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

Company Officer Name: _____
Title: _____
Signature: _____
Date: _____
Phone: _____

SECTION E: PRICING SHEET

The hourly labor rates shall include all applicable overhead and profit. All non-labor related project costs (including travel, lodging, per diem, communications, supplies, rental equipment, and other direct project expenses) will be billed to the City at cost without mark-up.

POSITIONS	HOURLY RATES
1. Project Manager	\$ _____
2. Operations Managers	\$ _____
3. Schedulers/Expeditors	\$ _____
4. GIS Analyst	\$ _____
5. Field Supervisors	\$ _____
6. Debris Site/Tower Monitors	\$ _____
7. Load Ticket Data Entry Clerks	\$ _____
8. Billing/Invoice Analysts	\$ _____
9. Project Assistants	\$ _____
10. Field Coordinators (Crew Monitors)	\$ _____
11. Project Coordinators	\$ _____
12. Environmental Specialist	\$ _____
13. Project Inspectors (Citizen Drop-off Site Monitors)	\$ _____
OTHER REQUIRED POSITIONS:	
Proposer may include other positions, with hourly rates, as needed.	
14.	\$ _____
15.	\$ _____
16.	\$ _____
17.	\$ _____
18.	\$ _____
19.	\$ _____
20.	\$ _____

SPECIAL TERMS & CONDITIONS

G. Coordination

All work must be coordinated with and authorized by the City of Orange Beach.

Project Contact:

Phillip West, Coastal Resources Manager, 251-981-6788, pwest@orangebeachal.gov

H. Selection Criteria

City of Orange Beach staff will evaluate the proposals based on the following criteria:

- Firm qualifications (35%)
- Staff qualifications (25%)
- Technical approach (25%)
- Cost proposal (15%)

Total (100%)

I. Selection Process

Each proposal received will be reviewed in accordance with the criteria stated above. One or more proposals (finalists) will be selected for further consideration. Those selected as finalists may be interviewed and allowed to present detailed information regarding the submitted proposal(s). No interview is guaranteed. Upon completion of the interviews, the successful Proposer will be selected.

City staff will then develop an Agreement with the successful Proposer and will present the Agreement to the Orange Beach City Council for approval. An award is made on execution of the written Agreement by all parties. Only the City is authorized to issue news releases relating to this RFP, its evaluation, award, and/or performance of the Agreement. In the event the City and the Contractor cannot agree on terms of an Agreement, then Agreement negotiations with the next most appropriate finalist will be made.

GENERAL TERMS & CONDITIONS

- 1.0 Any proposal that is not received by the City Clerk prior to the deadline date and time set forth will not be considered.
- 2.0 Offers by telephone, e-mail, or fax will not be accepted.
- 3.0 The City reserves the right to: (1) accept or reject any and all proposals, and to waive any technicalities or irregularities involving any proposal; (2) negotiate Agreement terms with the Proposer(s); (3) disregard all nonconforming, non-responsive or conditional proposals; and (4) reject the responses that do not meet the City's satisfaction.
 - 3.1 The City reserves the right to accept any proposal it deems to be in its best interest.
 - 3.2 The City may choose not to make any award, to award all components to one contractor, or to combine contractors and services as it sees fit.
 - 3.3 The City is not obligated to accept the lowest bid or the most technologically advanced proposal.
- 4.0 During the evaluation process, the City reserves the right to request additional information or clarifications from those submitting proposals, and to allow corrections of errors and/or omissions.
- 5.0 Submission of a proposal indicates acceptance by the Proposer submitting the proposal of the terms, conditions, and specifications contained in this RFP.
- 6.0 The City will not pay for any information herein requested, nor is it liable for any costs incurred by those submitting proposals. The City reserves the right to select the Proposer that will best meet the needs of the City. Proposers and/or proposals that do not meet the stated requirements will be considered in noncompliance and will be disqualified unless the City waives such noncompliance.
- 7.0 No proposal may be withdrawn for a period of sixty (60) days after the deadline set for receipt of proposals.
- 8.0 All Proposers shall acknowledge receipt of any addenda to this RFP. Failure to acknowledge receipt of any addenda may render the proposal to be non-responsive. Changes to this RFP shall be issued only by the City in writing.
- 9.0 Under penalty of perjury, the Proposer certifies by signature on the Contractor Information Form:
 - 9.1 The Proposer has not paid nor agreed to pay any person, other than a bona fide employee, a fee or a brokerage resulting from the award of the Agreement. The City may, by written notice to a Proposer, cancel any award under this RFP if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise were offered or given to any representative of the City with a view toward securing an order or other favorable treatment with respect to this RFP; and
 - 9.2 The proposal has been arrived at by the Proposer independently and has been submitted without collusion with any other vendor of materials, supplies, equipment, or services for the type described in the RFP; and
 - 9.3 The contents of this proposal have not been communicated by the Proposer; or to his/her best knowledge and belief by any of his/her employees or agents to any person not an employee or agent of the Proposer.
- 10.0 This RFP, any addenda distributed by the City, and the Contractor's response to the RFP shall become part of the contractual obligation and incorporated by reference into the ensuing Agreement(s). The requirements of the RFP shall take precedence over any conflicting language that may be present in any Agreement between the City and the Contractor.
- 11.0 All proposals become property of the City and will not be returned to the Proposer.

- 12.0 Each proposal and any clarifications to that proposal shall be signed by an officer of the Proposer or a designated agent empowered to bind the Proposer in an Agreement.
- 13.0 The Proposer is responsible for proposing their best, most competitive pricing in the initial proposal, as opportunity to negotiate or resubmit pricing may not be offered at a later time.**
- 14.0 The City is exempt from taxes. No charge will be allowed for federal, state, or municipal sales and excise taxes.
- 15.0 Contractor agrees to defend, indemnify, and hold harmless the City and its agents and/or employees from any and all claims, settlements, and judgments, including but not limited to those for personal injury, bodily injury, property damage, and/or death arising solely out of Contractor's or any of its agents, servants, and/or employees' negligent acts, and/or failure to act in the performance of this Agreement. Neither acceptance of the completed work nor payment therefore shall release Contractor of its obligation under this paragraph.
- 16.0 Neither party will be held responsible for nonperformance or delay caused by acts of God, natural disasters, vandalism, war, or other conditions beyond its control. Contractor shall be held accountable for manufacturer's delays in providing equipment or services proposed under this Agreement.
- 17.0 This Agreement may be amended, at any time, by mutual consent of the parties. Any amendment must be in writing and signed by authorized representatives.
- 18.0 The entire Agreement between the City and Contractor shall supersede any other verbal or written agreements. The Agreement shall include, in order of precedence, the following: the City's RFP including any addenda, Contractor's response, terms and conditions negotiated before Agreement signing, any other contractual documents.
- 19.0 The City may terminate this Agreement at its convenience by giving the other party thirty (30) days written notice. Any termination shall not relieve the City of its obligations to pay Contractor for satisfactory deliverables through the effective date of termination.
- 20.0 In cases of default by the Contractor, the City shall provide Contractor with a letter defining the area(s) where performance requirements have not been met. The Contractor shall have thirty (30) days in which to meet the Agreement requirements. If the requirements have not been met after thirty (30) days, the City has the right to cancel the Agreement without penalty. If the Agreement is cancelled due to the Contractor's failure to perform, the City shall pay the Contractor only for materials delivered and/or work performed up to cancellation. The City reserves the right to retain other parties to complete the work required under the Agreement.
- 21.0 Contractor shall be responsible for the performance of its employees, agents, and subcontractors.
- 22.0 The successful Proposer will be required to obtain a City of Orange Beach Business License if operating within the City Limits. All applicable State Laws, Municipal Ordinances, and the Rules and Regulations of all authorities have jurisdiction and shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.
- 23.0 In cases of default of the contractor, the City may procure the Work from other sources and hold the contractor responsible for any excess cost occasioned thereby.
- 24.0 The Contractor may submit an Application for Payment for provided labor and materials in accordance with the accepted Unit Prices. Payment shall be made to the Contractor within thirty (30) days of receipt and approval of Application for Payment.



REQUIREMENTS FOR CONTRACTS AND PURCHASES

Effective January 1, 2012 under the “Beason-Hammon Alabama Taxpayer and Citizen Protection Act,” Act No. 2011-535, Alabama Code (1975) Section 31-13-1, Et Seq., before entering into a contract with the City to:

1. Perform a service;
2. Perform work;
3. Provide a product;
4. Accept a grant; and/or
5. Accept an initiative

The State of Alabama requires the business entity to sign a notarized affidavit agreeing:

1. Not to knowingly employ, hire for employment, or continue to employ, any unauthorized aliens in the State of Alabama;
2. To enroll in the E-Verify Program, to verify the immigration status of every employee required to be re-verified through that system and to provide documentation of its enrollment; and
3. To require its subcontractors to comply with the above requirements.

Before any contract can be let, purchase can be made, or payment can be issued by the City of Orange Beach after January 1, 2012, the Affidavit on the reverse side of this document must be completed, notarized, and returned to our offices.

Note: Proof of enrollment in the E-Verify Program must accompany the Affidavit, unless you do not have or hire any employees.

Questions about this process may be directed to Renee Eberly, City Clerk/Procurement Officer, at (251) 981-6806 or via e-mail at reberly@orangebeachal.gov.

COMPLETED AFFIDAVIT MUST BE RETURNED IN SEALED BID.

AFFIDAVIT OF CONTRACTOR OR DIRECT VENDOR

State of _____

County of _____

Before me, a notary public, personally appeared _____ (print name) who, being duly sworn, says as follows:

As a condition for the award of any contract, grant, or incentive by the City of Orange Beach, Alabama, I hereby attest that in my capacity as _____ (state position) for _____ (state business entity/employer/contractor name) that said business entity/employer/contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

I further attest that said business entity/employer/contractor is enrolled in the E-Verify program.

(Attach documentation establishing that business entity/employer/contractor is enrolled in the E-Verify Program.)

Signature of Affiant

Sworn to and subscribed before me this _____ day of _____, 20_____.

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

Signature and Seal of Notary Public

My Commission Expires: _____