



**CITY OF FAIRHOPE
REQUEST FOR PROPOSAL**

SEALED PROPOSALS will be received by the City of Fairhope of Baldwin County, Alabama, in the City of Fairhope's City Services and Public Utilities Building located at 555 South Section St., Fairhope, Alabama, until 10:00 A.M. Tuesday, August 13, 2024, and then publicly opened thereafter, for furnishing all labor and materials, and performing all work required by the City of Fairhope and described as follows:

**Bid Number 24-057
Request for Proposal
Program Administration Services
For City of Fairhope 1st Responders Safe Room**

**Federal Emergency Management Agency (FEMA)
Hazard Mitigation Grant Program (HMGP)
Grant # HMGP DR 4563-0002**

The City of Fairhope is seeking competitive proposals to select a Consultant to assist the City with the implementation of a Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP) project funded via a Subrecipient Grant Agreement from the Alabama Emergency Management Agency (AEMA). The City is soliciting proposals from qualified firms and individuals interested in performing all Program Administration Services in accordance with all applicable federal, state, and local laws, codes, regulations, ordinances, etc., including but not limited to all executive orders (EO), Office of Management and Budget (OMB) requirements, and U.S. Treasury regulations. The Scope of Work for overall 1st Responders Safe Room Project will include project tasks and general approach related to professional consulting and management during project start up, design/engineering, bid package/specifications/bid, construction, reimbursements, monitoring, inspections, and project close out.

Bid documents will be posted on the City of Fairhope Website: or a copy may be obtained by e-mailing: Purchasing@FairhopeAL.gov. Specifications are on file and may be seen in the Purchasing Department of the City of Fairhope, Alabama, 555 S. Section Street. Prior to opening, bid packages may be picked up at that location during normal operation, between 7:00 am and 4:00 pm local time.

Questions or comments pertaining to this bid must be presented in writing, sent as e-mail to the attention of the Purchasing Manager, Erin Wolfe, 555 South Section St., Fairhope, AL 36532, e-mail: Purchasing@FairhopeAL.gov, by Monday, August 5, 2024, at 11:00 A.M. or will be forever waived.

The City of Fairhope is an Equal Opportunity Employer and requires that all contractors comply with the Equal Employment Opportunity laws and the provisions of the Contract Documents in this regard. The City also encourages and supports the utilization of Minority Business Enterprises on this and all public proposals. All procurement actions will be conducted in a manner consistent with all applicable federal, state, and local requirements including, but not limited to, provisions of 2 C.F.R. Part 200. Furthermore, applicable clauses set forth pursuant to 2 C.F.R. Part 200 will be included in all purchase orders, contracts, and agreements. "Applicants or bidders for a lower tier covered transaction (except procurement contracts for goods and services under \$25,000 not requiring the consent of a Treasury official) are subject o 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)." In addition, applicants or bidders for a lower tier covered transaction for a subaward, contract, or subcontract greater than \$100,000 of Federal funds at any tier are subject to relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as the common rule, "New Restrictions on Lobbying," published at 55 FR 6736 (February 26, 1990), including definitions, and the Office of Management and Budget "Governmentwide Guidance for New Restrictions on Lobbying," and notices published at 54 FR 52306 (December 20, 1989), 55 FR 24540 (June 15, 1990), 57 FR 1772 (January 15, 1992), and 61 FR 1412 (January 19, 1996).

Envelopes containing proposals must be sealed and labeled on the outside as follows: "Bid No. 24-057 Proposal for Program Administration Services, 1st Responders Safe Room" and may be mailed to Erin Wolfe,

Purchasing Manager, 555 Section St., Fairhope, AL 36532. All proposals shall contain original signatures. Proposal must be received no later than 10:00 a.m. on Tuesday, August 6, 2024. Firms submitting proposals are solely responsible for meeting submittal deadlines. Proposals received after the stated deadline will be deemed non-responsive and will not be considered for any contract awarded as a result of this solicitation.

Proposals deemed responsive will be evaluated and an award decision will be made by the City Council. A contract will be awarded to the qualified applicant whose proposal is determined to be the most advantageous to the City of Fairhope. The City reserves the right to reject any or all proposals, and to waive any irregularities or informalities in the proposal process.

The firm that is awarded the contract must have Workman's Compensation Insurance on all of its employees if work is done on City premises. General Liability Insurance must be maintained to hold the City harmless in the event of an accident. Awarded Firm must submit to the City proof of Workman's Compensation Insurance if work is done on City premises and General Liability Insurance specifying coverage. See bid packet for details.

No proposals will be considered unless the Professional Services firm, whether resident or non-resident of the State of Alabama, is properly qualified to submit a proposal for this type of work in accordance with all applicable laws of the State of Alabama, including, where applicable, possessing a Certificate of Authorization issued by the State Board of Licensure for the State of Alabama under the CODE OF ALABAMA, Section 34, and further, certifies that it has the professional, technical, and administrative personnel with the specific experience and training necessary to provide the services as may be required by the City. Furthermore, the Professional Services firm will meet all current licensing and certifications necessary to perform the scope of work. In addition, the award firm, if non-resident of the State, and if a corporation, shall show evidence of having qualified with the Secretary of State to do business in the State of Alabama, [Foreign Corporations | Alabama Secretary of State](#).

CONTRACTOR must have a current business license or purchase a business license with the City of Fairhope prior to work performed. No bids shall be withdrawn for the period of thirty (30) days subsequent to the opening of proposals without the consent of the City of Fairhope, Baldwin County, Alabama. Once completed, a tabulation of the responsive and responsible bids will be available for public viewing by visiting the following web address: www.FairhopeAL.gov.

Any contract awarded must comply with the Minority Business Enterprise and Women Business Enterprise contracting requirements outlines attached to this solicitation. MBE and/or WBE individuals/firms are encouraged to respond to this solicitation.

All vendors, contractors, and grantee are required to comply with the Alabama Immigration Law under Sections 31-13-9 (a) and (b) of the Code of Alabama. Information and forms can be found on the website under E-Verify at <http://immigration.alabama.gov>, and attached to this solicitation.



REQUEST FOR PROPOSAL
NO. 24-057
PROGRAM ADMINISTRATION SERVICES
FOR CITY OF FAIRHOPE
1st RESPONDER SAFE ROOM
FOR FEDERAL EMERGENCY MANAGEMENT AGENCY
(FEMA) HAZARD MITIGATION GRANT PROGRAM (HMGP)
GRANT #HMGP DR 4563-

CITY OF FAIRHOPE
SHERRY SULLIVAN, MAYOR

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**ITEM I
INVITATION AND INSTRUCTIONS TO BIDDERS**

1.00 BID INVITATION

Notice is hereby given that the **City of Fairhope (“CITY”)** will receive proposals on the project described herein. Qualified **BIDDERS (“PROPOSERS”, “CONTRACTORS”, or “FIRM”)** are invited to bid on this CONTRACT.

1.01 BID NO.: 24-057
NAME: REQUEST FOR PROPOSAL
PROGRAM ADMINISTRATION SERVICES FOR CITY OF FAIRHOPE

1st RESPONDERS SAFE ROOM
FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)
HAZARD MITIGATION GRANT PROGRAM (HMGP)
GRANT # HMGP DR 4563-0002

1.02 SUMMARY

The City of Fairhope is seeking competitive proposals to select a Consultant to assist the City with the implementation of a Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP) project funded via a Subrecipient Grant Agreement from the Alabama Emergency Management Agency (AEMA). The City is soliciting proposals from qualified firms and individuals interested in performing all Program Administration Services in accordance with all applicable federal, state, and local laws, codes, regulations, ordinances, etc., including but not limited to all executive orders (EO), Office of Management and Budget (OMB) requirements, and U.S. Treasury regulations. The Scope of Work for overall 1st Responders Safe Room Project will include project tasks and general approach related to professional consulting and management during project start up, design/engineering, bid package/specifications/bid, construction, reimbursements, monitoring, inspections, and project close out.

1.03 PROPOSAL DEADLINE

PROPOSALS will be received until **10:00 A.M. local time, Tuesday, August 13, 2024**, at the City Services and Public Utilities Building, 555 South Section St., Fairhope, Alabama, and publicly opened shortly thereafter.

1.04 AVAILABILITY OF DOCUMENTS

Request for Proposal Documents may be obtained on the City’s website at www.FairhopeAL.gov/departments/purchasing/bids or at the City Services and Public Utilities Building, 555 South Section Street., Fairhope, Alabama. One set of Bid Documents can be obtained free of charge.

1.05 INQUIRIES

Questions or comments pertaining to this Request for Proposal must be presented in writing, sent as e-mail to the attention of the Purchasing Manager, Erin Wolfe, 555 South Section St., Fairhope, AL 36532, e-mail: Purchasing@FairhopeAL.gov, by Monday, August 5, 2024, at 11:00 A.M. or will be forever waived.

1.06 SITE EXAMINATION

There is no Pre-Bid Meeting scheduled for this Request for Proposal.

The City of Fairhope will not furnish any labor, material, or supplies unless specifically stated in the CONTRACT Documents. **BIDDERS** must be properly licensed to perform the work as

outlined in the Scope of Work. Awarded Vendor must have a current business license or purchase a business license with the City of Fairhope prior to bid being awarded.

Except for CONTRACTS funded in whole or in part by funds received from a federal agency, preference shall be given to resident **BIDDERS** on the same basis as the nonresident **BIDDERS** state awards CONTRACT to Alabama **BIDDERS** bidding under similar circumstances. Therefore, non-resident **BIDDERS** shall submit with their bid a written opinion of an attorney at law licensed to practice law in the non-resident **BIDDERS** state of domicile as to preferences granted by that state to entities doing business in that state when letting public contracts.

1.07 **BID SECURITY**

Not Applicable.

1.08 **PERFORMANCE ASSURANCE AND INSURANCE**

Performance Bond and Labor and Material Bond shall be waived.

The accepted **BIDDER** shall also provide insurance as required in ITEM V.

1.09 **DURATION OF OFFER**

Proposals maybe withdrawn in written or telegraphic request received from **BIDDER** prior to the time fixed for opening. No bid shall be withdrawn for a period of sixty (60) days subsequent to the opening of bids without the consent of the City Council of the City of Fairhope.

1.10 **EQUAL OPPORTUNITY**

The City of Fairhope is an Equal Opportunity Employer and requires that all **BIDDERS** comply with the Equal Employment Opportunity laws and the provisions of the CONTRACT Documents in this regard. The City of Fairhope also encourages and supports the utilization of Minority Business Enterprises on this and all public bids.

1.11 **PROPOSAL INELIGIBILITY**

Proposals that contain irregularities of any kind may be declared unacceptable at the discretion of the **CITY**. The **CITY** may waive any irregularities and may reject any or all proposals. Proposals received after the deadline will be returned to the **BIDDER** unopened.

1.12 **INQUIRIES/ADDENDA**

All Addenda are part of the CONTRACT Documents. Include resultant costs in the Proposal. Addenda will be issued by E-MAIL and posted on the City's website: www.FairhopeAL.gov. It is the responsibility of the **BIDDER** to verify that all Addenda have been received.

Questions or comments pertaining to this bid must be presented in writing, sent via email Purchasing@FairhopeAL.gov by Monday, August 5, 2024, at 11:00 A.M. or will be forever waived.

1.13 **COLLUSION**

If there is any reason for believing that collusion exists among the **BIDDERS** any or all bids may be rejected, and those participating in such collusion may be barred from submitting bids on the same or other work with the **CITY**.

1.14 **SUBLETTING OR ASSIGNING OF CONTRACT**

Limitations: The **CONTRACTOR** shall not sublet, assign, transfer, convey, sell, or otherwise dispose of any portion of the **CONTRACT**, his right, title or interest therein, or his power to execute such **CONTRACT**, to any person, firm or corporation without written consent of the **CITY**, and such written consent shall not be construed to relieve the **BIDDER** of any responsibility for the fulfillment of the **CONTRACT**. Unless otherwise stipulated in the proposal or special provisions, the **BIDDER** shall perform with his own organization, and with the assistance of workmen under his immediate superintendence and reported on his payroll, all **CONTRACT** work of a value not less than 50 percent of the total **CONTRACT** amount, except that any items designated in the **CONTRACT** as "Specialty Items" so performed by **SUB-CONTRACTOR** may be deducted from the total **CONTRACT** amount before computing the amount of work required to be performed by the **BIDDER** with his own organization.

SUB-CONTRACTOR'S Status:

A **SUB-CONTRACTOR** shall be recognized only in the capacity of an employee or agent of the **CONTRACTOR** and the **CONTRACTOR** will be responsible to the **CITY** for all of the **SUB-CONTRACTOR's** work, including failures or omissions; and his removal may be required by the Project Manager, as in the case of an employee.

1.15 **PROSECUTION OF WORK**

The **BIDDER** shall prosecute the work continuously and diligently in the order and manner set out in his schedule as approved by the **CITY**. He shall provide sufficient satisfactory materials, labor, and equipment to ensure that the work will be completed in a satisfactory manner within the time specified in the **CONTRACT**.

Should the **BIDDERS** fail to maintain a satisfactory rate of progress, the **CITY** may require that additional forces and/or equipment be placed on the work to bring the project up to schedule and maintain it at that level.

Should the **BIDDER** fail to furnish sufficient satisfactory equipment and/or labor for maintaining the quality and progress of the work at satisfactory level, the **CITY** may withhold all estimates that may become due until satisfactory quality and progress are maintained; or the **CONTRACT** may be annulled.

ITEM II

Bid No. 24-057 Request for Proposal Program Administration Services For City of Fairhope 1st Responders Safe Room Project – Post Project Approval

Purpose

The City of Fairhope is seeking competitive proposals to select a Consultant for Scope of Services to assist the City with the implementation of a Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP) project funded via a Subrecipient Grant Agreement from the Alabama Emergency Management Agency (AEMA). The City is soliciting proposals from qualified firms and individuals interested in performing all Program Administration Services in accordance with all applicable federal, state, and local laws, codes, regulations, ordinances, etc., including but not limited to all executive orders (EO), Office of Management and Budget (OMB) requirements, and U.S. Treasury regulations. The Scope of Work for overall 1st Responders Safe Room Project will include project tasks and general approach related to professional consulting and management during project start up, design/engineering, bid package/specifications/bid, construction, reimbursements, monitoring, inspections, and project close out.

Location/Layout

The project is located on the City's Pecan Building Campus at 451 Pecan Avenue, Fairhope, AL 36532.

Scope of Services

The PROFESSIONAL PROGRAM ADMINISTRATOR will be responsible for meeting or exceeding the overall objectives for the requested services including:

The City of Fairhope will procure the services of a grant administration firm to provide professional services related to the 1st Responders Safe Room Project. These services will include grant administration, completion of subrecipient start-up documents, assistance with environmental compliance, establishment of project financial procedures, establishment of project record keeping procedures, ensuring proper procurement and bidding and contracting procedures, programmatic management, preparation of reimbursement requests/drawdowns, submission of grant reports to FEMA/AEMA, compliance with audit requirements, completion of close-out documents, and other services in compliance with all programmatic and project-specific funding requirements including federal grant compliance (e.g., 2 CFR Part 200) and state procurement procedures.

The Scope of Work for the entire project will include, but not be limited to:

- Review of Federal or state award documents, grant agreements, and coordinate execution.
- Provide guidance and requirements to design/engineering team related to federal or state guidelines, including eligible and ineligible costs. This shall involve:
 - Preliminary Design
 - Detailed Design/Engineering/Specifications
 - Pre-Bid, Bid, and Construction General Contractor Agreement
- Provide consulting guidance and federal or state requirements during bid spec, pre-bid meeting, bid, and general contractor contract execution, including separation and invoicing for eligible and ineligible costs.
- Provide ongoing consulting with all parties related to construction costs and federal and state eligible and ineligible items.
- Construction/Oversight, Pay Applications, Davis Bacon Wage Certifications, and inspections.
- Review and submit copies of pay applications, invoices and payments during reimbursement process

- Provide quarterly reports on progress of safe room during project life cycle design/engineering/bid/construction/inspection/closeout.
- Monitor project budget related to starting amount and available funds throughout the project design/engineering, bid, construction, inspections and close out.
- Monitor project progress throughout design/engineering, bid, construction (onsite inspection), final inspections/punch list, and project close out.
- Assist in securing additional funding if project exceeds grant approval budget.
- Review budget and finalize reimbursements with client/sub applicant, federal or state agency.
- Assemble, prepare, coordinate, and submit all close out documentation for project close out in close coordination with the City of Fairhope Project Manager/Consultant.

Purpose: The purpose of this project is to construct a 4,072 square foot 1st Responder hurricane safe room that will meet FEMA 361 and ICC500 standards and guidelines and provide protection against severe weather, including up to 200 mph winds.

Request for Proposals – Statement of Qualifications

PROGRAM ADMINISTRATION SERVICES: These tasks shall include, but not be limited to, preparation of grant administration, completion of subrecipient start-up documents, assistance with environmental compliance, establishment of project financial procedures, establishment of project record keeping procedures, ensuring proper procurement and bidding and contracting procedures, programmatic management, preparation of reimbursement requests/drawdowns, submission of grant reports to FEMA/AMEA compliance with audit requirements, completion of close-out documents, and other services in compliance with all programmatic and project-specific funding requirements including federal grant compliance (e.g., 2 CFR Part 200) and state procurement procedures. The selected firm will be responsible for performing all Grant Agreement Services in accordance with all applicable federal, state and local laws, codes, regulations, ordinances, etc., including, but not limited to all executive orders (EO), Office of Management and Budget (OMB) requirements. All applicants must submit their qualifications, list any prior experience with the administration of Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP) grants or similar FEMA/AMEA grant programs. All applicants must submit their qualifications, list any prior experience with similar grant funded projects in the State of Alabama, list any experience with other federally funded projects, and list any previous experience with the City of Fairhope. All applicants must include a fee for all services to be provided from project initiation through project close-out.

Proposals will be evaluated and ranked on the basis of the following criteria:

- | | |
|---|-----------|
| 1. Experience with the administration of Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP) or other FEMA-related grants | 20 Points |
| 2. Experience with the administration of other 1 st Responder Hurricane safe room projects | 20 Points |
| 3. Experience and Certification (FEMA) of proposed key Personnel | 20 Points |
| 4. Resources and availability | 20 Points |
| 5. Previous Experience in working with locality | 10 Points |
| 6. Cost Proposal -
Include a breakdown of percentage of cost for each stage of the project and any other information regarding the cost of services for this project per FEMA Guidelines | 10 Points |

Total Possible Points to be achieved: 100

One (1) Original Hard Copy, Five (5) Identical Paper Copies, and One (1) Electronic Copy on a Flash Drive of the Proposal must be submitted by the stated deadline. Firms submitting proposals are solely responsible for meeting submittal deadlines. Proposals received after the stated deadline will be deemed non-responsive and will not be considered for any contract awarded as a result of this solicitation.

Format

Proposal should include the following:

1. Cover Letter

The Respondent shall prepare a cover letter, not exceeding two (2) pages in length, which summarizes the key points in the proposal. It should include the full name of the firm or joint venture members and all proposed subconsultants. If the Respondent is made up of more than one firm, the legal relationship between those firms must be described. The cover letter must include a statement committing to the availability of key personnel to perform the work. The cover letter must be signed by a person who is also authorized to sign a contract with the City.
2. Information that provides all experience, resources, etc. necessary for the Review Committee to evaluate the rating criteria listed above:
 - Experience with the administration of FEMA Hazard Mitigation Grant Program or other FEMA-related grants.
 - Experience with the administration of other 1st Responder Hurricane safe room projects.
 - Experience and Certification (FEMA) of proposed key personnel.
 - Resources and availability
 - Previous experience working with this locality
 - Attach Documentation for the following as needed: Disadvantages Business Enterprises (DBE), FFATA, UEI, SAM.gov, and Risk Assessment Forms.
3. Proposed Work Plan/Project Schedule
4. Firm Previous Project Experience

All Projects listed in this section must have been completed by the Firm using current employees. List the names of key employees for each project. **Do not include projects for which key project personnel are no longer employed by the firm.** Projects for which experience was gained by individuals during previous employment should be indicated in the next section.

For each qualifying project, include the following information in tabular form:

 - Project Name
 - Project Location
 - Client Name, address, telephone number, and email address
 - Project Completion Date
 - Brief narrative description of the project
5. Individual Project Experience

This section must follow the same general format as for the Firm Project Experience, but is intended for projects for which experience was obtained while individuals were employed elsewhere. For each qualifying project, include a brief narrative and the following information in tabular form:

 - Project Name
 - Project Location
 - Client
 - Client Reference Name, address, telephone number, and email address
 - Current employees who had key management or staff roles
 - Employer during the project
6. Subconsultants

Describe the qualifications of each subconsultant which the Respondent plans to retain to perform work or who will provide individuals with specific expertise. Describe the type of work which will be assigned to each subconsultant and the estimated percentage of the total Agreement value that each subconsultant will perform.
7. Cost Proposal

Include a breakdown of percentage of cost for each stage of the project and any other information regarding the cost of services for this project per FEMA Guidelines.
8. Additional Information

The Respondent is invited to describe any particular aspects of its organization or proposal which, by way of background, experience, unique qualifications, or other basis, sets it apart from the competition in its ability to accomplish this particular Scope of Services.

Subconsultants

It is expected that the prime consultant may assemble a team of subconsultants that provide an adequate range of resources to undertake the variety of assignments described in the Scope of Work. The resources and

capabilities of each member of the subconsultant team must be described in the Proposal. The proposed team of subconsultants will be reviewed by the City during the selection process. Once a consultant team has been selected to begin contract negotiations, the prime consultant will be required to obtain written approval from the City for each of the subconsultants on the team before negotiations can be completed. No funds will be committed nor any services rendered until the City approves the subconsultants. The City reserves the right to reject any proposed subconsultant and to request that the selected prime consultant review other candidate firms for a particular area of responsibility.

Miscellaneous

1. RFP is not to be construed as a contract or a commitment of any kind, nor does it commit the City of Fairhope to pay for any costs incurred in the preparation of a submission or of any costs incurred prior to the execution of a formal contract.
2. In the event that a mutually agreeable contract cannot be negotiated between the consultant and the City, the City reserves the right to select an alternate consultant.
3. The City of Fairhope reserves the right to (1) evaluate submittals; (2) waive any irregularities therein; (3) select candidates for selection interviews; (4) request supplemental or additional information as deemed necessary; (5) contact others to verify information provided in the submittal; or (6) reject any and all submittal(s), should it be deemed in the best interest of the City of Fairhope.
4. No debriefings by City staff to unsuccessful submitters will occur until after the award of a contract by City Council to the recommended team.
5. Proposals are being requested in accordance with Code of Federal Regulations §200.320 "Methods of procurement to be followed," Section (b)(2).
6. The prime contractor must comply with federal regulations regarding procurement of recovered materials found at 2 CFR §200.322. 2 CFR §200.322 requires the Project Owner and its contractors to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the previous fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Warranties

By Responding to this RFP, firms/individuals submitting proposals warrant and represent the following:

1. The firm/individual does not have a judgement lien against property for a debt to the United States.
2. The firm/individual has a valid DUNS number and active registration with the General Services Administration's government-wide System for Award Management Exclusions (SAM exclusions). The SAM exclusions can be found at www.SAM.gov.

3.07 **Automobile Liability**

Covering all Owned, Non-Owned, and Hired vehicles with a limit of no less than \$1,000,000 combined single limit of Bodily Injury and property damage per occurrence.

3.08 **Certificate of Insurance**

A Certificate of Insurance evidencing the above minimum requirements must be provided to and accepted by the City PRIOR to commencement of any work on the CONTRACT. Each policy shall be endorsed to provide ten (10) days written notice of cancellation to the CITY

Such insurance as is afforded by the above policies covers the operations undertaken by the insured with respect to the construction of the project above designated. The insurance afforded by the above designated policies, specimen copies of which have been filed with the **CITY**, and to each of which is attached for following endorsement.

The insurer agrees with the insured as follows:

1. That it will furnish to said City of Fairhope a certificate of insurance in triplicate on a form approved for such purpose by said **CITY**, setting forth the pertinent information regarding the policy to which this endorsement is attached, for each project of said **CITY** to which the policy applies.
2. That it will attach to each said certificate of insurance executed copies of any endorsement other than this endorsement which are attached to said policy at the time said policy is issued, provided only that said endorsements affect the coverage of said policy in respect of operations involved in the construction of the projects of said **CITY** to which the policy applies.
3. That it will mail to the City Council of the City of Fairhope three executed copies of each endorsement subsequently issued to become a part of said policy provided only that endorsement affects the coverages of said policy in respect of operations involved in the construction of the project of said **CITY** which the policy applies, and provided further that such endorsement shall not be effective unless such notice is given to the **CITY** at the same time that notice thereof is given to the insured.
4. That it will mail to the City Council of the **CITY** of Fairhope at least ten days before the effective date thereof notice of cancellation of said policy, provided no cancellation shall be effective unless such notice is given to the **CITY**.

END OF INSURANCE REQUIREMENTS



CITY OF FAIRHOPE STANDARD TERMS AND CONDITIONS PROFESSIONAL SERVICES

1. ACCEPTANCE OF AGREEMENT

This Agreement contains all terms and conditions agreed upon by the Owner and Engineer (awarded vendor). No other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto. The Winning Bidder shall not employ Subcontractors without the express written permission of the Owner. No waiver, alteration, consent or modification of any of the provisions of the Agreement shall be binding unless in writing and signed by the Owner and Contractor. This Agreement shall not be construed against the party or parties preparing it. It shall be construed as if all the parties and each of them jointly prepared this Agreement, and any uncertainty or ambiguity shall not be interpreted against one or more parties.

2. APPLICABLE LAW

This Agreement is deemed to be under and shall be governed by and construed according to the laws of the State of Alabama. Any litigation arising out of the Agreement shall be heard in the Courts of Baldwin County, Alabama.

3. ASSIGNMENT

The awarded vendor shall not assign the Contract / Agreement / Purchase Order or sublet it as a whole without the express written permission of the City of Fairhope. The awarded vendor shall not assign any payment due them hereunder, without the express written permission of City of Fairhope. The City of Fairhope may assign the Contract / Agreement / Purchase Order, or sublet it as a whole, without the consent of the awarded vendor.

4. BUSINESS LICENSE

The vendor selected to enter into a Contract / Agreement with the City of Fairhope must be licensed to do business in the City of Fairhope prior to commencement of any work under the contract. Delivery of goods or services to the City of Fairhope by Purchase Order have detailed and varied Business License requirements. In all instances that require a business license. Awarded vendor will provide proof of possessing a current City of Fairhope Business License. Prospective bidders will not be required to possess a City of Fairhope Business License prior to award.

5. CANCELLATION OF / CONTRACT / AGREEMENT / PURCHASE ORDER / LEASE

A purchase order can be canceled in whole or in part when awarded vendor fails to deliver or perform as specified. Cancellation of a purchase order can only be made by a written purchase order change (POC) from the City of Fairhope. A term contract, lease or agreement can be canceled by the City of Fairhope, for justifiable cause, or convenience, by written notice.

6. FORCE MAJEURE

Neither the City nor the awarded vendor shall be deemed in breach of Contract / Agreement / Purchase Order, which may result from this proposal submission if it is prevented from performing any of the obligations hereunder by reason of Acts of God, acts of the public enemy, acts of superior governmental authority, strikes or labor disputes, floods, riots, rebellion, sabotage, or any similar other unforeseeable causes beyond its control and not due to its fault or negligence. Each party shall notify the other immediately in writing of the cause of such after the beginning period thereof. The awarded vendor may request cancellation and the City of Fairhope may grant the request if performance is prevented by any of the above referenced causes, or other unavoidable circumstances not attributable to the fault or negligence of the vendor. The burden of proof for such relief rests with the vendor. All correspondence pertaining to cancellation of a purchase order or term contract must be addressed to the City of Fairhope Purchasing Manager.

7. INSURANCE

If a Contract / Agreement / Purchase Order results from this RFQ / ITB / RFP, or other form of solicitation, the awarded vendor shall maintain such insurance as will indemnify and hold harmless the City of Fairhope from Workmen's Compensation and Public Liability claims from property damage and personal injury, including death, which may arise from the awarded vendor's operations under this Contract / Agreement / Purchase Order, or by anyone directly or indirectly employed by him/her.

8. NON-DISCRIMINATION

The City of Fairhope is an Equal Opportunity Employer and requires that all contractors comply with the Equal Employment Opportunity laws and the provisions of the Contract / Agreement / Purchase Order documents in this regard. The city also encourages and supports the utilization of Minority Business Enterprises on this and all public bids.

9. NON- EXCLUSIVE

Unless otherwise specified, this Contract / Agreement / Purchase Order is considered a non-exclusive Contract /Agreement / Purchase Order between the parties.

10. NOTIFICATION AND ACCIDENT REPORTS

In the event of accidents of any kind, in the performance of a Contract / Agreement / Purchase Order, the awarded vendor shall notify the City of Fairhope immediately and furnish, without delay, copies of all such accident reports to the City of Fairhope. If in the performance of their Work, the awarded vendor fails to immediately report an accident to the City of Fairhope, of which the awarded vendor has knowledge of and which results in a fine levied against the City of Fairhope then the awarded vendor shall be responsible for all fines levied against the City of Fairhope.

11. RIGHT TO AUDIT

The awarded vendor shall maintain documentation of all work performed. The awarded vendor shall make any and all documentation available to the City of Fairhope at all reasonable times, for inspections and audit by the City of Fairhope, during the entire term of the Contract / Agreement / Purchase Order and for a period of Three (3) years after expiration of the Contract / Agreement / Purchase Order.

12. TERMINATION FOR CONVENIENCE

Any Contract / Agreement / Purchase Order may be terminated for convenience by the City of Fairhope, in whole or in part, by written notification to the awarded vendor.

13. TERMINATION FOR DEFAULT

Performance of Work under the Contract / Agreement / Purchase Order Agreement may be terminated by the City of Fairhope, in whole or in part, in writing, whenever the City of Fairhope determines that the awarded vendor has failed to meet the requirements of the Contract / Agreement / Purchase Order.

14. TERMINATION FOR NON-APPROPRIATION

Termination for Non-appropriation – The continuation of any financial obligation beyond the current fiscal year is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the local source, State Legislature and/or federal sources. The City of Fairhope may terminate any financial obligation, and awarded vendor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the City of Fairhope’s funding from local, State and/or federal sources is not appropriated, withdrawn or limited.

15. IMMIGRATION LAW

The Contractor agrees that it shall comply with all of the requirements of the **Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No 2011-535**, Alabama Code (1975) Section 31-13-1, et. Seq., (also known as the Alabama Immigration Act) see Section 31-13-9, and the provisions of said Act, including all penalties for violation thereof, are incorporated herein.

ITEM V

ALABAMA IMMIGRATION ACT CONTRACT REQUIREMENTS

1.0 Background

The **Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No 2011-535, as amended by Act No 2012-491, Code of Alabama (1975) Section 31-13-1 through Section 31-13-30** (also known as and hereinafter referred to as “the Alabama Immigration Act”) is applicable to CONTRACTs with the City of Fairhope, Alabama. All business entities entering into CONTRACTs with the City of Fairhope, Alabama will comply with the Alabama Immigration Act.

2.0 Definitions

ALIEN. Any person who is not a citizen or national of the United States, as described in 8 U.S.C. § 1101, et seq., and any amendments thereto.

BUSINESS ENTITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit. Business entity shall include but not be limited to the following:

- a. Self-employed individuals, business entities filling articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, foreign liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.
- b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, an any business entity that is operating unlawfully without a business license.

CONTRACTOR. A person, employer, or business entity that enters into a CONTRACT to perform any service or work or to provide a certain product in exchange for valuable consideration. This definition shall include, but not be limited to, a general CONTRACTOR, SUB-CONTRACTOR, independent CONTRACTOR, CONTRACT employee, project manager, or a recruiting or staffing entity.

EMPLOYEE. Any person directed, allowed, or permitted to perform labor or service of any kind by an employer. The employees of an independent CONTRACTOR working for a business entity shall not be regarded as the employees of the business entity, for the purposes of this chapter. This term does not include any inmate in the legal custody of the state, a county, or a municipality.

EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

E-VERIFY. The electronic verification of federal employment authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, P.L. 104-208, Division c, Section 403 (a); 8 U.S.C. §1324(a) and operated by the United States Department of Homeland Security, or its successor program.

STATE-FUNDED ENTITY. Any governmental entity of the state or a political subdivision thereof or any other entity that receives any monies from the state or a political subdivision thereof; provided, however, an entity that merely provides a service or a product to any governmental entity of the state or a political subdivision thereof, and receives compensation for the same, shall not be considered a state-funded entity.

SUB-CONTRACTOR. A person, business entity, or employer who is awarded a portion of an existing CONTRACT by a CONTRACTOR, regardless of its tier.

UNAUTHORIZED ALIEN. An alien who is not authorized to work in the United States as defined in 8 U.S.C. § 1324a (h) (3) .

3.0 **Mandatory Clause**

All CONTRACTS or CONTRACTS to which the state, a political subdivision, or state-funded entity are a party shall include the following clause:

"By signing this CONTRACT, the CONTRACTING parties affirm, for the duration of the CONTRACT, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a CONTRACTING party found to be in violation of this provision shall be deemed in breach of the CONTRACT and shall be responsible for all damages resulting therefrom."

For purposes of this section, "CONTRACT" shall mean a CONTRACT awarded by the state, any political subdivision thereof, or any state-funded entity that was competitively bid or would, if entered into by the state or an agency thereof, be required to be submitted to the CONTRACT Review Permanent Legislative Oversight Committee.

4.0 **CONTRACTs Involving Business Entity, or Employer**

As a condition for the award of any CONTRACT, grant, or incentive by the state, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees, the business entity or employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

As a condition for the award of any CONTRACT, grant, or incentive by the state, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees within the state of Alabama, **the business entity or employer shall provide documentation establishing that the business entity or employer is enrolled in the E-Verify program.** During the performance of the CONTRACT, the business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations.

5.0 **CONTRACTS Involving Subcontracting**

Any SUB-CONTRACTOR on a project paid for by CONTRACT, grant, or incentive by the state, any political subdivision thereof, or any state-funded entity shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama and shall also enroll in the E-Verify program prior to performing any work on the project. Furthermore, during the performance of the CONTRACT, the SUB-CONTRACTOR shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. This subsection shall only apply to SUB-BIDDERS performing work on a project subject to the provisions of this section and not to collateral persons or business entities hired by the SUB -CONTRACTOR.

6.0 **Proof of E-Verify documentation will be in the form of a copy of the signed Memorandum Of Understanding (MOU) generated upon completion of the E-Verify program.**

END OF ALABAMA IMMIGRATION ACT CONTRACT REQUIREMENTS

**ATTACHMENT A: CONTRACTING WITH SMALL AND MINORITY BUSINESSES,
WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS**

Documentation of compliance with the following requirements is a matter of contractor responsibility. When subcontracting, the contractor must submit documentation of good faith efforts to meet the project's MBE/WBE requirements before contracted work can commence. (MBE/WBE requirements are outlined below and can be found at 2 C. F. R. §200.321.) Failure on the part of the contractor to submit proper documentation may cause the Owner not to execute or to terminate the contract.

(a) The prime contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and,
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The prime contractor should note that this requirement mandates two responsibilities. Separate solicitations must be made of minority and women's business enterprises.

**SUBMITTAL OF MINORITY BUSINESS ENTERPRISE AND
WOMEN'S BUSINESS ENTERPRISE (MBE/WBE) DOCUMENTATION**

Prior to contract execution, the prime contractor must submit:

- A written certification that no subcontracts will be issued.
- OR -
- The Subcontractor Listing Form detailing all subcontractors from whom quotes were received including name, contact person, address, phone, and status (MBE, WBE or Non).

If subcontractors will be utilized, the prime contractor must submit the following for subcontracts proposed to be awarded to MBE/WBE enterprises:

- A certification from each MBE and/or WBE firm declaring its status as a MBE or WBE firm. A self-certification is acceptable, if the certification specifies the basis for MBE/WBE designation (e.g., the business is 51% owned and daily operation is controlled by one or more women or minority owners).

If subcontractors will be utilized, the prime contractor must submit the following for subcontracts proposed to be awarded to Non-MBE/WBE:

- For all subcontracts for which there are capable certified MBE/WBE firms existing to potentially perform the work, letters transmitted to MBE and WBE firms requesting quotes or proposals for specific subcontracting opportunities and encouraging inquiries for further details. Solicitations should have been sent in a timely manner, including allowed response time.
- A listing of certified MBE and WBE firms from whom quotes or proposals were received, if any, who were not awarded subcontracts.
- Evidence that each Non-MBE/WBE subcontractor selected for the scope of work, was lower in price than each MBE/WBE proposal (or that there is some other acceptable reason to select the Non-MBE/WBE) and that the scope of work was the same for both the MBE/WBE and Non-MBE/WBE.

The contractor may utilize the following resources to assist in MBE/WBE affirmative outreach:

Alabama Small Business Development Center Network
Attn: Brian Davis
The University of Alabama
P.O. Box 870396
Tuscaloosa, AL 35487-0396

Alabama Department of Economic and Community Affairs
Attn: Karla Jordan
Karla.jordan@ua.edu

**Alabama Small Business Development Center
Attn: Louise Grover
1500 1St. Avenue North, Unit 62
Birmingham, AL 35203**

Should the Prime Contractor intend to later issue a subcontract, the above affirmative steps must be followed and documentation of such submitted to the Owner for review as described under this section.