



October 18, 2024

RE: Request for Proposals – Comprehensive Disaster Recovery Management Services

Dear Sir or Madame:

This Request for Proposals (RFP) will provide your firm with sufficient information to enable you to prepare and submit a proposal to partner with Town staff to provide comprehensive disaster recovery services in the wake of a natural or manmade disaster.

The RFP includes a preliminary scope of work and general terms and conditions of any subsequent contract. The scope of services, as defined herein, may be modified after final selection of the contractor. The general terms and conditions are part of any submitted proposal and will be incorporated into any subsequent contract. Submission of a proposal shall constitute acceptance of these terms and conditions. Conditional responses may be rejected.

Potential respondents should email sford@townoflakelure.com to acknowledge receipt of the RFP and to inform the Town of its intent to respond. Provide the name, title, address, telephone and email address of the contact person. Addenda will be posted to the Town website at <https://www.townoflakelure.com/>

In order for your RFP to be considered responsive, it must adhere to the submittal requirements that follow. The successful Contractor will be selected based on the cost, quality, and best value of services provided. Firms must be registered with the North Carolina Secretary of State or hold a Certificate of Authority to do business in the State of North Carolina.

It is the goal of the Town to promote local and minority business participation in all construction and service contracts. Therefore, in accordance with the Town's MBE/DBE standard, the Contractor shall make a good faith effort to identify and hire minority subcontractors for this project.

Questions concerning the proposed contract terms and conditions should be addressed to sford@townoflakelure.com

REQUEST FOR PROPOSAL

Introduction

The protracted recovery operations and the need to also address daily operations in the recovery setting have led the Town to solicit potential post-disaster assistance from qualified contracting firms. Firms submitting proposals should be experienced in managing post event operations. As currently envisioned, the Town would employ the selected contractor to assist with disaster recovery from Hurricane Helene.

The Town of Lake Lure seeks experienced contractors to work with the Town for the provision of services. A premium will be placed on firms who can demonstrate success and experience in providing the requested services. This RFP is designed to set the parameters around which the Town will seek and evaluate a future partner prior to an award of a contract. We encourage all potential vendors to carefully study the material contained herein as it sets the tone for Town expectations going forward in this endeavor.

Term

The term of this contract agreement shall be for up to three (3) years with two additional one (1) year optional renewal periods or completion of Hurricane Helene Town FEMA applications, whichever comes first.

Scope of Preferred Services

The purpose of this Request for Proposal (RFP) is for the Town of Lake Lure, North Carolina to acquire comprehensive disaster recovery management services. The selected contractor, working closely with and at the direction of Town staff, will assist in strategically managing the project development and administration of any and all federal and/or state disaster programs related to declared emergencies Hurricane Helene. Services provided in the development of such programs may include but are not limited to the following.

FEMA Public Assistance (PA) Advisory Services

1. Develop a process/system to efficiently submit grant applications, identify eligible projects, capture costs, prepare cost reports, reconcile invoices, and close-out projects.
2. Attend meetings with relevant local, state, and federal officials to address eligibility and process issues.
3. Provide knowledge, experience and technical expertise in dealing with federal and state regulations, specifically including, but not limited to, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Post-Katrina Emergency Management Reform Act of 2006, and the Sandy Recovery Improvement Act of 2013.
4. Proactively identify and resolve issues that may arise related to the funding of completed and forthcoming work.
5. Provide engineering, cost estimating, and architectural support, among other types of technical assistance.

6. Assess damage to public infrastructure components, transportation systems, and facilities.
7. Obtain, analyze and gather field documentation, including gathering relevant records (including timekeeping and assignment records) in order to extract pertinent information.
8. Review all data and supporting documentation to determine eligible adequate costs.
9. Evaluate and assist in the formulation of FEMA PA Emergency and Permanent Work Project Worksheets, to include Cost Estimating, developing Detailed Damage Descriptions and Dimensions (“DDD’s”) and project Scope of Work (“SOW”).
10. Assist in the development of hazard mitigation proposals under Sections 406 and 404 of the Stafford Act. (See further detail herein, below.)
11. Evaluate alternate and/or improved projects.
12. Evaluate the appropriateness of the use of FEMA pilot programs including the Section 428 Public Assistance Alternative Procedures for Permanent Work and Debris Removal.
13. Review Project Worksheets (PW) to determine final eligible costs and third party refunds/reimbursements.
14. Reconcile eligible costs and prepare PW versions.
15. Prepare first and second appeals, and work with the Town through any arbitration.
16. Monitor reconstruction efforts, reconcile change orders with PW scope of repair, and prepare progress payments.
17. Perform PW closeouts.
18. Prepare projects for audit.
19. Respond to audit findings, as required.

Financial and Grant Management Support

1. Advise on FEMA’s policies, regulations, practices and procedures and how to track costs, including direct administrative costs to facilitate reimbursement for all eligible client costs, including contractor costs.
2. Provide general grant management advice.
3. Perform internal controls assessment.
4. Conduct pre-audit activities and prepare disaster recovery projects for audit.
5. Meet with Town/State/Federal representatives in connection with the programmatic, financial, contracting and accounting services related to applicable regulations.
6. Prepare required reports, including the Public Assistance Quarterly Progress Report, for the State and FEMA, as needed.
7. Provide oversight of contractors’ billing to ensure that they invoice in accordance with their contract, and that all costs eligible for the disaster grant funding are documented and claimed.
8. Categorize, record, track, and file costs in support of the financial reimbursement process. Track Project Worksheet status and status of payment from the State.
9. Assist in providing interagency (Federal, State, Town, Municipal) coordination and technical

support, as well as identifying funding resources that may be available to assist in the long-term recovery process.

10. Collect Policies, Bid Tabs, Contracts, Agreements, etc.
11. Work with FEMA Project Specialist in compiling documentation for the Project Writers.
12. Perform analysis of labor vs equipment hours, etc.

HUD Community Development Block Grant Disaster Recovery

1. Provide knowledge, experience, technical competence, and oversight in the planning, administration, and implementation of eligible CDBG activities as identified in the Code of Federal Regulations (to include CDBG-DR funds).
2. Conduct assessments that identify housing, infrastructure, and the economic disaster recovery needs.
3. Develop and submit HUD required Action Plan for Disaster Recovery, Action Plan Amendments, performance reporting, and grant closeout.

RFP Response Timeline

The RFP process shall adhere to the following schedule.

RFP Process	Date	Time
Advertise RFP	10/18/2024	3:00 PM
Contractor’s Written Questions Due	10/25/2024	3:00 PM
Town Responses to Contractor’s Questions	10/29/2024	3:00 PM
RFP Due Date	11/1/2024	3:00 PM
Interviews if necessary	11/2 – 11/5	TBD
Town Board Award	11/5/2024	3:00 PM

Note: All times shown as Eastern Standard Time (EST).

Pre-Proposal Questions

Questions concerning the specifications in this Request for Proposals (RFP) should be directed to the Town Finance Director, Stephen Ford, sford@townoflakelure.com. Questions will be received until Friday, October 25, 2024, at 3:00 pm.

Proposal Submittal Requirements

Proposals must follow the format as defined in the section marked “Proposal Format”.

Bidders must submit one (1) signed original and one (1) electronic version, of the “Post Disaster Recovery Services” proposal. The electronic version of the proposal must be submitted as a viewable and printable Adobe Portable Document File (PDF) on a USB drive attached to the proposal. Proposals must be enclosed in a sealed envelope or package and clearly marked: “Hurricane Helene Disaster Recovery Management Services”. Hard copies must be received by the Town on or before 3:00 PM, Thursday, October 24, 2024. Deliver or send proposals to the following mailing / physical address:

Lake Lure Town
Attention: Stephen Ford,
Finance Director

Mailing Address:
P.O. Box 255
Lake Lure, NC 28746

Street Address:
2948 Memorial Highway
Lake Lure, NC 28746

Proposals received after the “RFP Due” deadline above will not be considered and will be returned unopened to the return address on the submission envelope. The outside of the submittal package and USB must be clearly marked. The Town reserves the right to reject any or all proposals for any reason and to waive any informality it deems in its best interest. Any requirements in the RFP that cannot be met must be indicated in the proposal. Contractors must respond to the entire Request for Proposals. Any proposals received by the Town that are incomplete in their responses will be immediately disqualified.

Rights to Submitted Material

All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, and other documentation submitted by Proposers (other than materials submitted as and qualifying as trade secrets under North Carolina Law) shall become the property of the Town when received and the entire proposal shall be subject to the public records laws of the State of North Carolina except where a proper trade secrets exception has been made by the Proposer in accordance with the procedures allowed by North Carolina Law and marked in bold “**Confidential**”.

The Town reserves the right to retain all proposals submitted and to use any ideas in a proposal

regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Proposer of the conditions contained in this Request for Proposal.

Proposal Format

Proposals must be clear, succinct, and not exceed 40 pages or 20 sheets of 8 1/2" x 11" paper of no less than 12-point font. Responses must follow the format outlined herein. The Town may reject as non-responsive, at its sole discretion, any proposal or any part thereof that is incomplete, inadequate in its response, or departs in any substantive way from the required format. Proposal responses shall be organized in the following manner. Sections should be tabbed to identify the location of the required information.

- A. Cover Letter/Letter of Intent
- B. Executive Summary
- C. Project Understanding and Approach
- D. Team Organization, Experience and Certifications/Qualifications
- E. Consultants and/or Subcontractors
- F. References
- G. Cost Proposal
- H. Additional Requirements

A. Cover Letter/Letter of Intent

The cover letter shall be addressed to Mr. Stephen Ford, Finance Director. It must contain the following:

- Identification of organization, including name, address and telephone number.
- Name, title, address, and telephone number of contact person during period of proposal evaluation.
- A statement to the effect that the proposal shall remain valid for a period of not less than 90 calendar days from the date of submittal.
- Signature of a person authorized to bind the Firm to the terms of the proposal.

B. Executive Summary

In a brief narrative, describe the overall approach and plans to meet the requirements of the RFP. The intent of this narrative is to convey to the Town that the Offeror understands the nature of the work and the level of effort necessary to successfully provide the defined services.

C. Project Understanding, Approach and Schedule

This section shall include, in narrative, outline, and/or graph form the offeror's approach to accomplishing the tasks outlined in the Scope of Services section of this RFP. A description of each task and deliverable and the schedule for accomplishing each shall be included.

D. Team Organization, Experience and Certifications/Qualifications

The information requested in this section should describe the qualifications of the firm and key staff to demonstrate the Respondent's ability to perform the outlined services. Firms being able to

demonstrate the following corporate/individual experience and qualifications will be awarded higher scores in the RFP evaluation process.

1. Corporate Characteristics

- Minimum Standards include experience with:
 - FEMA Public Assistance program
 - Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended; Federal Regulations (including 44CFR, 2 CFR Part 200); the Sandy Recovery and Improvement Act; and, FEMA policies as a prime contractor
 - All categories of natural disasters
 - Tracking force labor accounts, equipment reimbursement, supplies, donated services, contracted services, and mutual aid
 - Comprehensive financial management of large-scale disaster recovery and reconstruction programs, including establishment of internal controls and improper payment reviews.
 - Developing Letters of Interest for FEMA 404 and 406 Mitigation programs
 - Performance supporting after action reports and incorporating best practices and lessons learned into plans, policies, and procedures
 - Disaster program closeouts

- Preference will be given to firms that can demonstrate experience the following levels of experience.
 - 10+ years of experience with Public Assistance Grant Program at the federal, state and local level
 - Working with local governments located in the State of North Carolina
 - Working with local governments that operate with a hydro electric operations
 - Work with federally declared state emergencies
 - Federal loans of \$200 million or more
 - PA and HUD CDBG-DR funds, to include innovative uses
 - Administration of FEMA Disaster Loan Program
 - Comprehensive administrative and financial management of large scale, post disaster functions
 - FEMA pilot programs
 - Knowledge and understanding of HUD's Disaster Recovery Grant Reporting (DRGR) data management system including Action Plan set-up and quarterly reporting.
 - Knowledge of HUD's requirements for housing programs including rehabilitation, reconstruction, acquisition, buyout, relocation, and rental assistance.
 - Knowledge of HUD's requirements for infrastructure and public facilities including FEMA PA match programs; economic development activities; and HUD requirements for calculating duplication of benefits in compliance with the Stafford Act
 - Proven track record proactively and successfully solving disagreements during project formulation rather than through appeals and arbitration
 - Experience developing Recovery Redevelopment Plans. Long Term Recovery Plans following the National Disaster Recovery Framework, Disaster Recovery Plans, and providing EOC Augmentation and Response Planning

2. Staff Qualifications.

Respondent should submit an organizational chart illustrating team members and relationships for individuals who will be provided in service to the Town in the post disaster response. Included with the organizational chart should be resumes stating the qualifications (including education and years of experience with disaster recovery operations) of the proposed staff members. Listed below are the positions that should be included in the organizational chart. Additional consideration will be given in the submission evaluation process for team members whose years of experience who meet or exceed the number in parentheses next to the position.

- Project Executive (15 yrs.)
- Project Manager (10 yrs.)
- Project Accountant (5 yrs.)
- Closeout Specialist (5 yrs.)

E. Subcontractor Qualifications

The Town desires to enter a contract with one Respondent that will be responsible for all defined services. If the Respondent plans on using consultants and/or subcontractors as part of its implementation plan, then provide the company profile, name, address, telephone number and email address for all consultants and/or subcontractors providing support. Define the responsibilities and give a description of services to be provided by consultants and/or subcontractors. Describe the Firm's business and reporting relationship with any consultants and/or subcontractors. Identify certified Minority Business Enterprises (MBE) or Women Business Enterprises (WBE) firms, if any. Include references and resumes for all third party consultants and/or subcontractors in the proposal. The Town has the right to accept or reject any changes made to the proposed project team members, including the use of consultants and/or subcontractors.

F. References

Provide a list of municipalities that your firm has partnered with for these types of services. Any Town/Town from the submitted list may be randomly selected and contacted as part of the Respondent's evaluation process. Each client listed should include the following information.

- Name of Organization and Contact
- Title of Contact
- Address (delivery and email)
- Telephone Numbers

G. Cost Proposal

Respondent should submit a proposal setting forth the defined costs for service. Proposed costs must include hourly rates as set forth the Cost Proposal Form attached hereto as Appendix B.

H. Additional Requirements

Respondents shall be required to sign a contract for services developed and approved by the Town. A copy of the terms and conditions contained in the standard Town contract for services is attached

hereto as Appendix A. Any proposed exceptions, deletions or additions should be noted at the time of submission of proposal.

Evaluation Criteria

This is not a bid. There will not be a public bid opening. Proposals will be evaluated based on but not necessarily limited to the following criteria:

Criteria	Weights
Proposed Cost.	70%
Qualifications and experience of the proposed team members for the requested services.	25%
Technical approach to the project.	5%

Final Selection

A team, comprised of Town staff, will be responsible for the proposal evaluations. This team, in accordance with the criteria listed above, will evaluate all proposals received as specified. The Town team members, in applying the major criteria to the proposals, may consider additional sub-criteria beyond those listed, as may come to light through the review of the various proposals. During the evaluation period, Lake Lure Town reserves the right to interview the top selected firms or all the responding firms. Lake Lure Town’s final selection will be the firm which, in the Town’s opinion, is the most responsive and responsible, meets the Town’s requirements in providing this service, and is in the Town’s best overall interest. The Town maintains the sole and exclusive right to evaluate the merits of the proposals received.

Firms will be objectively evaluated based on their responses to the project scope outlined in the RFP. The written proposal should clearly demonstrate how the firm could best satisfy the requirements of Town.

Proposed costs quoted must be held firm for 90 days after the RFP is due. The Town reserves the right to make an award without further discussion of the proposal submitted. The Town shall not be bound or in any way obligated until both parties have executed a contract. The Town also reserves the right to delay the award of a contract or to not award a contract. The RFP may be awarded by individual task or total proposal, whichever is most advantageous to Lake Lure Town.

The general conditions and specifications of the RFP and the selected proposal, as amended by agreement between the Town and the Contractor including e-mail or written correspondence relative to the RFP, may become part of the contract documents. Failure of the Contractor to perform as represented may result in elimination of the Contractor from competition or in contract cancellation or termination.

Comprehensive Disaster Recovery Management Services

PROPOSAL CERTIFICATION

Proposers Signature: _____ **Date:** _____

By Signing above I Certify that I have carefully read and fully understand the information contained in this RFP; and that I have the capability to successfully undertake and complete the responsibilities and obligations of the Proposal being submitted and have the authority to sign Proposal on behalf of my organization. **It is the offeror's responsibility to assure that all addenda have been reviewed prior to proposal submission.**

BY (Printed):

TITLE: _____

COMPANY: _____

ADDRESS: _____

TELEPHONE: _____

EMAIL: _____

The proposer supplies the information recorded below for use in the preparation of the contract documents, in event of contract award:

1. Please indicate type of business organization:

- (a) Proprietorship _____
- (b) Partnership _____
- (c) Corporation _____
- (d) Limited Liability Co. _____

2. If business is a Corporation, please answer the following questions:

Name and title of officers, authorized by Corporate Resolution, who will execute the contract on behalf of corporation (generally President and Secretary).

Firm is incorporated in what state?

If firm is a foreign corporation, does firm have a certificate of authority from the North Carolina Secretary of State? _____

3. If business is a Partnership, please answer the following:

Name in full or all general partners and addresses:

Is this a limited or general partnership? _____

If a limited partnership, what is state of registration? _____

If business is a foreign limited partnership, does business have a certificate of authority from the North Carolina Secretary of State? _____

4. If business is a Proprietorship, please answer the following:

Name of owner: _____

5. If business is a limited liability company, please answer the following:

List the names and title of managers or member-managers who will execute the contract on behalf of the company? _____

What is state of organization? _____

If business is a foreign limited liability company, does business have a certificate of authority from the North Carolina Secretary of State? _____

6. For all bidders:

If the business operates under an assumed name, what is the assumed name?

Has a certificate of assumed name been filed in the Lake Lure Town Registry?

If so, please provide the recording information:

Deed Book _____ at Page _____.

APPENDIX A

CONTRACTUAL REQUIREMENTS & TERMS AND CONDITIONS

The following terms and conditions apply to this *Request for Proposal* solicitation process, and will be incorporated into the resulting contract as applicable. Please note that any exceptions to the following requirements, as well as other sections of this *Request for Proposal* should be addressed in a separate section of the Respondent's proposal.

INSURANCE

A. Commercial General Liability

1. CONTRACTOR shall maintain Commercial General Liability (CGL) and if necessary, Commercial Umbrella Liability insurance with a total limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location or the general aggregate shall be twice the required limit.
2. CGL insurance shall be written on Insurance Services Office (ISO) "occurrence" form CG 00 01 covering Commercial General Liability or its equivalent and shall cover the liability arising from premises, operations, independent CONTRACTORS, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
3. The Town of Lake Lure, its officers, officials, agents, and employees are to be covered as additional insureds under the CGL by endorsement CG 20 10 or CG 20 33 **AND** CG 20 37 or an endorsement providing equivalent coverage as respects to liability arising out of activities performed by or on behalf of the CONTRACTOR; products and completed operations of the CONTRACTOR; premises owned, leased or used by the CONTRACTOR; and under the commercial umbrella, if any. The coverage shall contain no special limitations on the scope of protection afforded to the Town of Lake Lure, its officers, officials, agents, and employees.
4. There shall be no endorsement or modification of the CGL or Umbrella Liability limiting the scope of coverage for liability arising from explosion, collapse, underground property damage, or damage to the named insured's work, when those exposures exist.
5. The CONTRACTOR's Commercial General Liability insurance shall be primary as respects the Town of Lake Lure, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by the Town of Lake Lure, its officers, officials, and employees shall be excess of and not contribute with the CONTRACTOR's insurance.
6. The insurer shall agree to waive all rights of subrogation against the Town of Lake Lure, its officers, officials, agents and employees for losses arising from work performed by the CONTRACTOR for the Town of Lake Lure.

B. Workers' Compensation and Employer's Liability

1. CONTRACTOR shall maintain Workers' Compensation as required by the general statutes of the State of North Carolina and Employer's Liability Insurance.

shall not be less than \$500,000 each accident for bodily injury by accident, \$500,000 each employee for bodily injury by disease, and \$500,000 policy limit.

3. The insurer shall agree to waive all rights of subrogation against the Town of Lake Lure, its officers, officials, agents and employees for losses arising from work performed by the CONTRACTOR for the Town of Lake Lure.
4. The U.S. Longshore and Harbor workers Compensation Act endorsement shall be attached to the policy when the services will be on or in close proximity to navigable waterways.
5. The Maritime Coverage endorsement (WC 00 02 01) shall be attached to the policy when the contracted services involve the use of watercraft.

NOTE: Additional requirements needed if you have a borrowed servant, offshore platforms or federal act situations. (Federal Acts such as the Defense Base Act, Migrant and Seasonal Agricultural Worker Protection Act, and the Federal Coal Mine Health and Safety Act, etc.)

C. Business Auto Liability

1. CONTRACTOR shall maintain Business Auto Liability and, if necessary, Commercial Umbrella Liability insurance with a limit of not less than \$1,000,000 each accident.
2. Such insurance shall cover liability arising out of any auto, including owned, hired, and non-owned autos.
3. Business Auto coverage shall be written on ISO form CA 00 01, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in ISO form CA 00 01.
4. Pollution liability coverage equivalent to that provided under the ISO pollution liability-broadened coverage for covered autos endorsement (CA 99 48) shall be provided, and the Motor Carrier Act endorsement (MCS 90) shall be attached when those exposures exist.
5. CONTRACTOR waives all rights against Lake Lure Town, its officers, officials, agents and employees for recovery of damages to the extent these damage are covered by the business auto liability or commercial umbrella liability insurance obtained by CONTRACTOR pursuant to Section 11.C.1 of this agreement.
6. The CONTRACTOR's Business Auto Liability insurance shall be primary as respects Lake Lure Town, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by Lake Lure Town, its officers, officials, and employees shall be excess of and not contribute with the CONTRACTOR's insurance.

D. Professional Liability Insurance

1. CONTRACTOR shall maintain in force for the duration of this contract professional liability or errors and omissions liability insurance appropriate to the CONTRACTOR's profession. Coverage as required in this paragraph shall apply to liability for a professional error, act, or omission arising out of the scope of the CONTRACTOR's services as defined in this contract. Coverage shall be written subject to limits of not less than \$2,000,000 per claim.
2. If coverage required in paragraph 1 above is written on a claims-made basis, the CONTRACTOR warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract; and that the continuous coverage will be maintained, or an extended discovery period will be exercised for a period of 2 (two) years beginning from the time that work under the contract is complete.

E. Deductibles and Self-Insured Retentions

1. The CONTRACTOR shall be solely responsible for the payment of all deductibles to which such policies are subject, whether or not Lake Lure Town is an insured under the policy.

F. Miscellaneous Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. Each insurance policy required by this contract shall be endorsed to state that coverage shall not be canceled by either party except after 30 days prior written notice has been given to Lake Lure Town, PO Box 1000, Manteo, NC 27954.
2. If CONTRACTOR's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

G. Acceptability of Insurers

Insurance is to be placed with insurers licensed to do business in the State of North Carolina with an A.M. Best's rating of no less than A VII unless specific approval has been granted by Lake Lure Town.

H. Evidence of Insurance

1. The CONTRACTOR shall furnish Lake Lure Town with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements prior to commencing the work, and thereafter upon renewal or replacement of each certified coverage until all operations under this contract are deemed complete.
2. Evidence of additional insured status shall be noted on the certificate of insurance as per requirements in Section 11.
3. With respect to insurance maintained after final payment in compliance with requirements, an additional certificate(s) evidencing such coverage shall be provided to Lake Lure Town with final application for payment and thereafter upon renewal or replacement of such insurance until the expiration of the period for which such insurance must be maintained.

I. Subcontractors

CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein. Commercial General Liability coverage shall include

independent CONTRACTOR's coverage, and the CONTRACTOR shall be responsible for assuring that all subcontractors are properly insured.

J. Conditions

1. The insurance required for this contract must be on forms acceptable to the Lake Lure Town.
2. The CONTRACTOR shall provide that the insurance contributing to satisfaction of insurance requirements in Section 11. Minimum Scope and Insurance Requirements shall not be canceled, terminated or modified by the CONTRACTOR without prior written approval of the Town of Lake Lure.
3. The CONTRACTOR shall promptly notify the Safety & Risk Manager at (252) 475-5784 of any accidents arising in the course of operations under the contract causing bodily injury or property damage.
4. Lake Lure Town reserves the right to obtain complete, certified copies of all required insurance policies, at any time.
5. Failure of Lake Lure Town to demand a certificate of insurance or other evidence of full compliance with these insurance requirements or failure of Lake Lure Town to identify a deficiency from evidence that is provided shall not be construed as a waiver of CONTRACTOR's obligation to maintain such insurance.
6. By requiring insurance herein, Lake Lure Town does not represent that coverage and limits will necessarily be adequate to protect the CONTRACTOR and such coverage and limits shall not be deemed as a limitation of CONTRACTOR's liability under the indemnities granted to Lake Lure Town in this contract.
7. Lake Lure Town shall have the right, but not the obligation of prohibiting CONTRACTOR or any subcontractor from entering the project site or withhold payment until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Lake Lure Town.

INDEMNIFICATION

To the fullest extent permitted by law, CONTRACTOR shall release, indemnify, keep and save harmless the TOWN, its agents, officials and employees, from any and all responsibility or liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether agents, officials or employees of the TOWN or third persons, and to all property proximately caused by, directly or indirectly, the performance or nonperformance by CONTRACTOR (or by any person acting for CONTRACTOR or for whom CONTRACTOR is or is alleged to be in any way responsible), whether such claim may be based in whole or in part upon contract, tort (including alleged active or passive negligence or participation in the wrong), or upon any alleged breach of any duty or obligation on the part of CONTRACTOR, its agents, officials and employees or otherwise. The provisions of this Section shall include any claims for equitable relief or for damages (compensatory or punitive) against the TOWN, its agents, officials, and employees including alleged injury to the business of any claimant and shall include any and all losses, damages, injuries, settlements, judgments, decrees, awards, fines, penalties, claims, costs and expenses. Expenses as used herein shall include without

limitation the costs incurred by the TOWN, its agents, officials and employees, in connection investigating any claim or defending any action, and shall also include reasonable attorneys' fees by reason of the assertion of any such claim against the TOWN, its agents, officials or employees. CONTRACTOR expressly understands and agrees that any performance bond or insurance protection required by this agreement, or otherwise provided by the CONTRACTOR, shall in no way limit CONTRACTOR's responsibility to release, indemnify, keep and save harmless and defend the TOWN as herein provided. The intention of the parties is to apply and construe broadly in favor of the TOWN the foregoing provisions subject to the limitations, if any, set forth in N.C.G.S. 22B-1.

ASSIGNMENT

No party shall sell or assign any interest in or obligation under this Agreement without the prior express written consent of all the parties.

COMPLIANCE WITH LAWS

CONTRACTOR will comply with any and all applicable federal, state and local standards, regulations, laws, statutes and ordinances including those regarding toxic, hazardous and solid wastes and any pollutants; public and private nuisances; health or safety; and zoning, subdivision or other land use controls. CONTRACTOR will take all reasonably necessary, proper or required safety, preventative and remedial measures in accordance with any and all relations and directives from the North Carolina Department of Human Resources, the United States Environmental Protection Agency, the North Carolina Department of Environmental Management, Health Departments, and any other federal, state or local agency having jurisdiction, to insure the prompt prevention or cessation (now or in the future) of violations of either the applicable provisions of such standards, regulations, laws, statutes, and ordinances or any permits or conditions issued thereunder. CONTRACTOR specifically acknowledges and agrees that CONTRACTOR, and any subcontractors it uses, has complied with and shall continue to comply with the provisions of the federal E-Verify program in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes. CONTRACTOR shall maintain adequate safeguards with respect to sensitive customer information in conformance with and pursuant to 16 C.F.R. §681.1 and in accordance with N.C. Gen. Stat. §132-1.10 and §75-65.

CONTRACTOR REPRESENTATIONS AND WARRANTIES

Independent CONTRACTOR. This Agreement does not create an employee/employer relationship between the parties. It is the intention of the parties that the CONTRACTOR will be an independent CONTRACTOR and not the TOWN's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the federal Internal Revenue Code, the provisions of the North Carolina revenue and taxation laws, the North Carolina Wage and Hour Act, the North Carolina Workers' Compensation Act, and the provisions of the North Carolina Employment Security Law. The CONTRACTOR will retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder. The CONTRACTOR agrees that he/she/it is a separate and independent enterprise from the TOWN; and that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the services described herein. This Agreement shall not be construed as creating any joint employment

relationship between the CONTRACTOR and the TOWN, and the TOWN will not be liable for any obligation incurred by the CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

Non-Discrimination. CONTRACTOR will take affirmative action not to discriminate against any employee or applicant for employment or otherwise illegally deny any person participation in or the benefits of the program which is the subject of this agreement because of race, creed, color, sex, age, disability or national origin. To the extent applicable, CONTRACTOR will comply with all provisions of Executive Order No. 11246 the Civil Rights Act of 1964, (P.L. 88-352) and 1968 (P.L. 90-284), and all applicable federal, state and local laws, ordinances, rules, regulations, orders, instructions, designations and other directives promulgated to prohibit discrimination. Violation of this provision, after notice, shall be a material breach of this agreement and may result, at TOWN's option, in a termination or suspension of this agreement in whole or in part.

Interpretation/Governing Law. All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina without regard to any conflicts of law principles and subject to the exclusive jurisdiction of federal or state courts within the State of North Carolina. In the event of a conflict between the various terms and conditions contained herein or between these terms and other applicable provisions, then the more particular shall prevail over the general and the more stringent or higher standard shall prevail over the less stringent or lower standard. The place of this Agreement, its situs and forum, shall be Manteo, Lake Lure Town, North Carolina, and in said Town and State shall all matters, whether sounding in contract or tort relating to the validity, construction, interpretation or enforcement of this Agreement be determined.

Records. The TOWN has the right to audit all records pertaining to this Agreement both during its performance and after its completion. Further, upon termination of this Agreement, the CONTRACTOR shall deliver to the TOWN all records, notes, memorandum, data, documents or any other materials produced by CONTRACTOR in connection with services rendered pursuant to this Agreement. If compensation for expenses shall be provided to CONTRACTOR, the CONTRACTOR shall maintain all expense charge documents for a period of three (3) years following the completion of this agreement and said documents shall only be forwarded to the TOWN upon request.

Ownership of Documents. The CONTRACTOR agrees that all materials and documents developed pursuant to this Agreement shall be the exclusive property of the TOWN, and the CONTRACTOR shall retain no property or copyright interest therein. Further, upon termination of this Agreement, the CONTRACTOR shall deliver to the TOWN all records, notes, memorandum, data, documents or any other materials received or obtained from the TOWN in connection with services rendered pursuant to this Agreement.

ACKNOWLEDGEMENTS

Authority to Act/IDA Certification. Each of the persons executing this Agreement on behalf of CONTRACTOR does hereby covenant, warrant and represent that the CONTRACTOR is a duly organized and validly existing legal entity authorized to transact business within the State of North Carolina, that the CONTRACTOR has full right and authority to enter into this Agreement, and that each and all persons signing on behalf of the CONTRACTOR were authorized to do so. The

undersigned certifies that CONTRACTOR is not listed on the Final Divestment List created by the N.C. State Treasurer pursuant to Chapter 147 (the Iran Divestment Act) of the North Carolina General Statutes. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147, CONTRACTOR shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

Conflict of Interest. No paid employee of the TOWN shall have a personal or financial interest, direct or indirect, as a contracting party or otherwise, in the performance of this Agreement.

Immunity Not Waived. This Agreement is governmental in nature, for the benefit of the public. CONTRACTOR acknowledges that TOWN reserves all immunities, defenses, rights or actions arising out of TOWN's sovereign status under applicable law. No waiver of any such immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of TOWN's entry into this Agreement.

Saving Clause. If any section, subsection, paragraph, sentence, clause, phrase or portion of this Agreement is for any reason held invalid, unlawful, or unconstitutional by any court of competent jurisdiction, such portion shall be deemed severable and such holding shall not affect the validity of the remaining portions hereof.

Entire Agreement and Amendment. This Agreement, including any Exhibits attached, which are incorporated herein and made a part hereof, constitutes the entire contract between the parties, and no warranties, inducements, considerations, promises or other inferences shall be implied or impressed upon this Agreement that are not set forth herein. This Agreement shall not be altered or amended except in writing signed by all Parties.

Non-Waiver of Rights. It is agreed that the TOWN's failure to insist upon the strict performance of any provision of this Agreement, or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under this Agreement.

Non-Appropriation. In the event no TOWN funds or insufficient TOWN funds are appropriated or otherwise available by any means whatsoever in any fiscal year for any payment due under this Agreement, then the TOWN will immediately notify CONTRACTOR of such occurrence and this Agreement shall create no further obligation of the TOWN as to such fiscal year and shall be null and void, except as to the portions of payments for which funds shall have been appropriated and budgeted. In such event, this Agreement shall terminate on the last day of the fiscal year for which appropriations were received without penalty or expense to the TOWN of any kind whatsoever.

Minority Business Enterprise (MBE). The TOWN desires that minority business enterprises have the maximum opportunity to participate in the performance of this contract and will:

1. Promote affirmatively (where feasible) in accordance with North Carolina General Statute 143-129, together with all other applicable laws, statutes and constitutional provisions, the procurement of goods, services in connection with construction projects for minority owned business enterprises.
2. Insure that competitive and equitable bidding opportunities are followed to afford minority business enterprises participation. Strive to obtain contract and subcontract awards to minority business enterprises.

3. Identify and communicate to the minority business enterprises community procedures and contract requirements necessary for procurement of goods and services for construction projects and subcontracts.
4. Provide technical assistance as needed.
5. Promulgate and enforce contractual requirements that the general CONTRACTOR or all construction projects shall exercise all necessary and reasonable steps to insure that minority business enterprises participate in the work required in such construction contracts.

The CONTRACTOR shall insure that minority business enterprises have the maximum opportunity to compete for and perform portions of the work included in this contract and shall not discriminate on the basis of race, color, national origin or sex. The CONTRACTOR shall include this special provision, Minority Business Enterprise (MBE), in all subcontracts for this contract. Failure on the part of the CONTRACTOR to carry out the requirements set forth in this special provision may constitute a breach of contract and after proper notification may result in termination of the contract or other appropriate remedy.

A minority business enterprise is defined as a business, with at least fifty (51%) percent owned and controlled by minority group members. The minority ownership must exercise actual day-to-day management. Minority group members may consist of Black Americans (an individual of the Black race of African origin), Hispanic Americans (an individual of a Spanish speaking culture and origin at parentage), Asian Americans (an individual of a culture, origin or parentage traceable to the areas of the Far East, Southeast Asia, the Indian subcontinent and the Pacific Islands), Indian Americans (an individual who is an enrolled member of a Federally recognized Indian tribe, or recognized by the tribe as being an Indian, as evidenced by a certification of a tribal leader), American Aleuts or any recognized minority group approved by the TOWN.

A Woman Business Enterprise is a business with at least fifty (51%) percent owned and controlled by women who exercise actual day-to-day management.

The CONTRACTOR shall exercise all necessary and reasonable steps to insure that Minority Business Enterprises and Woman Business Enterprises participate in the work required in this contract. The CONTRACTOR agrees by executing this contract that he will exercise all necessary and reasonable steps to insure that this special provision contained herein on Minority Business Enterprise is complied with.

APPENDIX B

COST PROPOSAL FORM

The hourly labor rates shall include all applicable overhead and profit. All non-labor related other than direct costs will be billed to Lake Lure Town at cost without mark-up.

<u>POSITIONS</u>	<u>HOURLY RATES</u>
Project Executive	\$ _____
Subject Matter Expert	\$ _____
Project Manager	\$ _____
Project Accountant	\$ _____
Senior Closeout Specialist	\$ _____
Closeout Specialist	\$ _____
Other: _____	\$ _____
Other: _____	\$ _____
Other: _____	\$ _____
Other: _____	\$ _____

OTHER REQUIRED POSITIONS

Proposer may include other positions, with hourly rates and attach a job description and required years of experience for each position. However, only the positions listed will be used in proposal evaluations. Hourly rates are for evaluation purposes only and in no way bind the Town into any agreement on hours worked.