



THE TOWN OF MONTREAT

Request for Proposal

The Town of Montreat Comprehensive Plan

Update

Date of Issue: September 15, 2021

**Proposal Submission Deadline: October 29,
2021 At 2:00 PM ET**

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1.0 PURPOSE AND BACKGROUND

The Town of Montreat is seeking proposals for professional planning services to assist in the update of our 2008 Comprehensive Plan. Proposals should demonstrate a vendor's competence, experience, and qualifications in providing services. Vendors must have experience successfully working in the state of North Carolina.

Purpose:

The Request for Proposals is intended to solicit proposals from qualified vendors for: the update of the Town of Montreat's Comprehensive plan and leading the public engagement process. The Comprehensive Plan will continue to guide future growth, development, and community building in the Town of Montreat. The Comprehensive Plan will serve as both a physical plan and policy guide, and will be used by elected officials and appointed boards, staff, community members, and other decision makers who are charged with shaping how the Town of Montreat will continue to grow in the future.

A detailed description of services to be provided is outlined under "Scope of Work". The selected vendor will work with the Town of Montreat in facilitating the planning process and producing a Comprehensive Plan Update that will guide development.

Background:

The Town of Montreat is located in the mountains of Western North Carolina in Eastern Buncombe County. The planning area includes both the municipal boundary and Extra Territorial Jurisdiction (ETJ) and a population of approximately 967.

The Town of Montreat is situated adjacent to Black Mountain and is just a 20 minute drive to Asheville. Interstates 26 and 40 intersect in Asheville. Public water and sewer services are available in certain areas. The Town is bifurcated by Flat Creek and has steep slopes.

Founded as a spiritual retreat by Presbyterians, Montreat dates to 1897 when John Collins, a congregational minister from New Haven, Connecticut, and others arrived. Later the Mountain Retreat Association (MRA) was established by church leaders. Today, the charming Town of Montreat is located on 1,756 acres, of which 60% is in conservation easement. Home to Montreat College as well as the MRA, the Town is known for its long history as a Presbyterian retreat and is appreciated for the qualities that contribute to its unique character: its natural setting, the small town feel of its built environment, and its people.

The Town of Montreat adopted 15-to-20-year Comprehensive plan in 2008, with the intention of updating the plan approximately every 5 years. However, the plan has never been updated.

Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto.

2.0 GENERAL INFORMATION

2.1 REQUEST FOR PROPOSAL DOCUMENT

The RFP is comprised of this RFP document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this RFP in advance of any Contract award are incorporated herein by reference.

2.2 NOTICE REGARDING RFP TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the instructions, the Town's terms and conditions, all relevant exhibits and attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Vendors also are responsible for obtaining and complying with all addenda and other changes that may be issued in connection with this RFP.

If Vendors have questions, issues, or exceptions regarding any term, condition, or other component within this RFP, those must be submitted as questions in accordance with the instructions in this document. If the Town determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. The Town may also elect to leave open the possibility for later negotiation and amendment of specific provisions of the Contract that have been addressed during the question and answer period. Unless specified through this process, the Town rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's proposal. This applies to any language appearing in or attached to the document as part of the Vendor's proposal that purports to vary any terms and conditions or Vendors' instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor's proposal shall constitute a firm offer. **By execution and delivery of this RFP Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's proposal as nonresponsive.**

2.3 RFP SCHEDULE

The table below shows the *intended* schedule for this RFP. The Town will make every effort to adhere to this schedule. *Please be advised that the timeline for application submission, vendor selection and process timeline will likely change due to the ongoing COVID-19 pandemic.*

| Event | Responsibility | Date |
|-------------------------------|----------------|--------------------|
| Issue RFP | Town | September 15, 2021 |
| Question Submittal Deadline | Vendor | October 1, 2021 |
| Provide Response to Questions | Town | October 8, 2021 |
| Submit Proposals | Vendor | October 29, 2021 |
| Vendor Selection | Town | November 2021 |
| Contract Award | Town | November 2021 |
| Contract Effective Date | Town | November 2021 |

2.4 PROPOSAL QUESTIONS

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the proposal questions process, Vendors shall submit any such questions by the above due date.

Written questions shall be emailed to acarmichael@townofmontreat.org by October 1, 2021, at 5:00 p.m. Vendors should enter "RFP Town of Montreat Comprehensive Plan Update Questions" as the subject for the email. Question submittals should include a reference to the applicable RFP section.

Questions received prior to the submission deadline date, the Town's response, and any additional terms deemed necessary by the Town will be posted in the form of an addendum. No information, instruction or advice provided orally or informally by any the Town of Montreat personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. All communication with Town staff regarding this RFP shall be via email directed to Alex Carmichael, Town Administrator at acarmichael@townofmontreat.org.

2.5 PROPOSAL SUBMITTAL

Proposals will be received until October 29, 2021 at 2:00 p.m.. *Please be advised that the timeline for application submission, vendor selection and process timeline may change due to the ongoing COVID-19 pandemic.* All proposals may be submitted in a sealed envelope(s) with one hard copy and a pdf version on a flash drive. Proposals will not be accepted by email.

Proposals may be hand-delivered to:

Alex Carmichael, Town Administrator
1210 Montreat Road
Black Mountain, NC 28711

Or mailed to:

Alex Carmichael, Town Administrator,
P.O. Box 423
Montreat, NC 28757

It is the bidder's responsibility to ensure the proposal is received prior to the proposal acceptance time. Late proposals will not be accepted. The Town reserves the right to accept or reject all or any part of any proposal, waive informalities and award the contract to best serve the interest of the Town. It is the responsibility of the vendor that their proposal is received.

2.6 PROPOSAL CONTENTS

Vendor RFP responses shall include the following items and those attachments should be arranged in the following order:

- a) Cover Letter
- b) Title Page: Include the vendor name, address, phone number and authorized representative along with the Proposal Number.
- c) Describe the vendor's background, experience, and capabilities as it relates to the Scope of Work outlined in the RFP.
- d) Identify all subcontractors to be used for the proposed Scope of Work. For each subcontractor listed, vendors shall indicate: (1) what products and/or services are to be supplied by that subcontractor and; (2) what percentage of the overall scope of work that subcontractor will perform.
- e) List the names, title, and qualifications of each of the key personnel who will be assigned to complete the Scope of Work, and briefly explain what role in the process each person will have if there are defined roles.
- f) List at least three (3) client references, including public and private organizations, of a similar size and for whom the vendor has provided services in the past two (2) years. Provide telephone numbers and contact names for references.
- g) Provide a copy of a plan completed by the vendor within the last two (2) years.
- h) Provide a brief summary of your understanding of the proposed project.
- i) Outline how you the vendor will achieve the goals of the project as outlined in the Scope of Work. Particular attention should be given to describing your proposal for Public Engagement.
- j) Provide specific costs for services. See Section 2.5 for instructions on properly submitting cost proposals.
- k) Each vendor shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the vendor and answer questions or provide clarification concerning the vendor's proposal.

2.7 ETHICAL CONDUCT

The Town of Montreat is committed to the execution of a fair, professional, ethical, and transparent RFP process. In the interests thereof, all contact with the Town of Montreat, by any RFP Respondent, which may occur on or after the date of issuance of this RFP, shall occur in compliance therewith. Communications of any representative of the Town of Montreat, other than those persons identified in Sections 2.4 and 2.5 above, shall be a disqualifying event. Communication with any other elected, appointed, or staff representative of The Town of Montreat is strictly prohibited.

3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

3.1 METHOD OF AWARD

All qualified proposals will be evaluated, and awards will be made to the vendor(s) meeting the RFP requirements and which is/are best able to meet the needs of the Town.

The Town of Montreat reserves the right to reject any and/or all submittals, and to waive defects, technicalities and/or irregularities in any submittal. The Town reserves the right to finalize a contract with one or more vendors based on all factors involved in the written qualification submittal without further discussion or interviews.

Proposals will generally be evaluated according to completeness, content, and experience with similar projects, ability of the vendor and its staff, and cost.

Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the Town reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the Town.

3.2 EVALUATION CRITERIA

Following the deadline for submittals, a selection committee will review the submitted proposals. The selection committee will review, analyze, and rank all submittals based on their response to the information requested. The selection process will include the following criteria in the evaluation of proposals. These criteria are not necessarily listed in order of importance.

1. Qualifications. Provides proof of experience working with similar communities on a Comprehensive Planning process, and with communities in North Carolina.
2. Value. Proposal adequately and most cost effectively makes use of the proposed budget.
3. Understanding of Project. Proposal provides an understanding of the project and all components of said project.
4. Communication. Proposal shows the vendor has the ability to approachably communicate complex policy, land use, and planning concepts and consequences to a diverse group of citizens, stakeholders, elected officials, and boards.
5. Approach to Project. Proposal clearly outlines the project process and what tasks the vendor will complete.
6. Quality of Work. Proposal provides details regarding the quality of work intended to be provided, and provides examples of previous work products that are of high quality.
7. Personnel. Proposal specifies specific and adequate staff resources that will be assigned to the project for a project of this size and scope.
8. Public Engagement Plan. Proposal provides proof of a proven ability to equitably engage citizens, stakeholders, elected officials, and boards in the public engagement process using a diverse and well thought out engagement plan that considers the constraints of the current COVID-19 pandemic.
9. Capacity. Vendor demonstrates its capacity to complete the project within the specified timeframe inclusive of other current and pending contractual engagements.

4.0 REQUIREMENTS

4.1 PRICING

Proposal price shall constitute the total cost to Buyer for complete performance in accordance with the requirements and specifications herein, including all applicable charges handling, administrative and other similar fees. Vendor shall not invoice for any amounts not specifically allowed for in this RFP.

4.2 VENDOR EXPERIENCE

In its Proposal, Vendor shall demonstrate experience with public sector clients with similar or greater size and complexity to The Town of Montreat. Vendor shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including citing experience with similar projects and the responsibilities to be assigned to each person.

4.3 VENDOR'S REPRESENTATIONS

- a) Vendor warrants that qualified personnel shall provide Services under any Contract resulting from this RFP in a professional manner. "Professional manner" means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the Town under any Contract resulting from this RFP. Vendor will serve as the prime contractor under any Contract resulting from this RFP and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the Town. Names of any third party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).
- b) If any Services, deliverables, functions, or responsibilities not specifically described in any Contract resulting from this RFP are required for Vendor's proper performance, provision and delivery of the service and deliverables under said Contract, or are an inherent part of or necessary sub-task included within such service, they will be deemed to be implied by and included within the scope of said Contract to the same extent and in the same manner as if specifically described in said Contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and Deliverables.
- c) Vendor warrants that it has the financial capacity to perform and to continue to perform its obligations under any Contract resulting from this RFP; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of any Contract resulting from this RFP; and that entering into any Contract resulting from this RFP is not prohibited by any contract, or order by any court of competent jurisdiction.

5.0 SCOPE OF WORK

The purpose of this project is to work with the Comprehensive Plan Update Steering Committee to actively engage citizens, staff, and the community in a process that will result in a Comprehensive Plan Update that will provide guidance in directing the Town's land use policies, and physical and community development.

5.1 KEY PRINCIPLES AND ELEMENTS

- **Graphics:** The selected vendor shall use visualization techniques that graphically and accurately depict pertinent information for each component of the Plan, including, but not limited to: branding, infographics, wordmaps, photographs, illustrations, and renderings. Easy to read and informative charts, graphs, and maps shall be used throughout the Plan. Graphics and coloring schemes shall be used as tools to distinguish important items as themes or goals throughout the Plan.
- **Defined Recommendations and Implementation Strategies:** recommendations and implementation strategies that are identified through the Plan shall be clear, consistent, and identified through an attractive and recognizable schematic throughout the Plan.
- **Plan's Accessibility and Length:** The Plan update shall be written in a way that is accessible and understandable; the Plan will not be written for Planners but for the general public. The Plan will be concise but include all necessary components.
- **Public Engagement:** The Plan update shall be developed with robust public engagement, ensuring those that often do not participate have opportunities to participate in the development of outcomes. The engagement will include, to the best of vendor's ability within the confines of the current public health crisis, some traditional methods of public engagement, such as surveys, and appropriately planned, safe public meetings following all recommended public health guidelines. The types and frequency of engagements, and the targeted constituencies, shall be quantified to ensure accountability and validity. The selected vendor will provide a Communication and Public Engagement Plan, which will outline best practices for equitable, safe in-person, online, and/or text-enabled participation.
- **Environmental Protection:** The Plan will recognize the Town's efforts in resiliency and hazard mitigation, as well as outline future goals and actions necessary to maintain and improve our Town's natural resources and environmental health. A review of the Hazard Mitigation Plan, Open Space Conservation Plan, Pedestrian, Bicycle, and Greenway Plan, as well as the Town's Environmental Ordinances will be included in this component.

5.2 COMPONENTS

The Town of Montreat 2008 Comprehensive Plan is divided into three main components: Introduction, Montreat Today, and Montreat Tomorrow. Though all three sections may contain some information that needs to be updated, it is expected that the focus of the update will be in the Montreat Tomorrow section.

5.3 SERVICES ANTICIPATED

- 1) Meet with staff and Comprehensive Plan Update Steering Committee (hereinafter referred to as the Committee) to review project scope and timeline;
- 2) Begin the process of data compilation, utilizing Town staff resources to provide current plans and ordinances;
- 3) Develop procedure for compiling any missing data and analyze data;

- 4) Develop plan for public engagement in conjunction with the Committee;
- 5) Conduct meetings with the Committee, elected officials, and stakeholders to obtain input and guidance;
- 6) Conduct select meetings with the public in conjunction with the Committee;
- 7) Schedule periodic review meetings with staff on process and progress, and make periodic reports to the Committee and Town Boards;
- 8) Create materials for public meetings and media throughout Plan update;
- 9) Update Recommendations, Implementation Strategies and benchmarks under direction of the Committee;
- 10) Draft Plan, including written and graphic elements, and submit for ongoing review and approval, following project schedule;
- 11) Prepare public draft of the Plan and present to community;
- 12) Edit public draft, prepare final draft, and present to Planning and Zoning Commission and Board of Commissioners for recommendation and adoption.

5.4 TIMELINE

A preliminary timeline for the project is proposed in this RFP for general information purposes only, and may be adjusted with input from the selected vendor during the contract development phase, and is subject to change.

| Task | Completion Date |
|---|------------------------|
| RFP Selection Process | November 2021 |
| Contract and Budget Approval | November 2021 |
| Evaluate Existing Conditions | January 2022 |
| Recommendations & Implementation Strategies Formation | March 2022 |
| Draft Recommendations and Strategies and Obtain Public Buy-in | April 2022 |
| Draft the Plan | Beginning of May 2022 |
| Planning Board Review | End of May 2022 |
| Board of Commissioner Review and Adoption | June 9, 2022 |

5.5 FINAL DELIVERABLES

The vendor shall provide both a print-ready, and a web-formatted copy best suited for online display, of the complete Comprehensive Plan. At the completion of the project the selected vendor shall provide to the Planning & Zoning Department digital copies of all data, photos, files, reports, and other documents collected and created during the planning process, in both static (PDF) and editable formats (ex: .JPG, .SHP, .INDD, .XLSX, .AI, .MXD, etc.) when applicable.

5.6 AVAILABLE DOCUMENTS

The following documents are available in digital form at the Town of Montreat website (townofmontreat.org) :

- Existing Town Ordinances - <https://townofmontreat.org/ordinances/>
- 2008 Comprehensive Plan - <https://townofmontreat.org/comprehensive-plan/>
- 2021 Buncombe Madison Hazard Mitigation Plan - https://townofmontreat.org/wp-content/uploads/2021/09/BUNCOMBE_COUNTY_HAZARD_MITIGATION_PLAN_2011.pdf
- Community Assessment Survey - <https://townofmontreat.org/wp-content/uploads/2021/03/All-data-2-26-20.pdf>
- Pedestrian, Bicycle, & Greenway Plan - <https://townofmontreat.org/pedestrian-bicycle-greenway-plan/>

6.0 GENERAL TERMS AND CONDITIONS

1. **READ, REVIEW AND COMPLY:** It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Vendors or elsewhere in this RFP document.
2. **LATE PROPOSALS:** Late proposals, regardless of cause, will not be considered, and will automatically be disqualified from further consideration. It shall be the Vendor's sole responsibility to ensure the timely submission of proposals.
3. **ACCEPTANCE AND REJECTION:** The Town of Montreat reserves the right to reject any and all proposals, to waive any informality in proposals and, unless otherwise specified by the Vendor, to accept any item in the proposal.
4. **INFORMATION AND DESCRIPTIVE LITERATURE:** If required elsewhere in this proposal, each Vendor shall submit with its proposal any sketches, descriptive literature and/or complete specifications covering the products and Services offered. Reference to literature submitted with a previous proposal or available elsewhere will not satisfy this provision. Failure to comply with these requirements shall constitute sufficient cause to reject a proposal without further consideration.
5. **HISTORICALLY UNDERUTILIZED BUSINESSES:** The Town of Montreat is committed to retaining Vendors from diverse backgrounds, and it invites and encourages participation in the procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. In particular, the Town encourages participation by Vendors certified by the State Office of Historically Underutilized Businesses, as well as the use of HUB-certified vendors as subcontractors on Town contracts.
6. **INELIGIBLE VENDORS:** As provided in G.S. 147-86.59 and G.S. 147-86.82, the following companies are ineligible to contract with the State of North Carolina or any political subdivision of the State: a) any company identified as engaging in investment activities in Iran, as determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, and b) any company identified as engaged in a boycott of Israel as determined by appearing on the List of restricted companies created by the State Treasurer pursuant to G.S. 147-86.81. A contract with the Town of Montreat by any company identified in a) or b) above shall be void *ab initio*

6.0 GENERAL TERMS AND CONDITIONS

7. **READ, REVIEW AND COMPLY:** It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Vendors or elsewhere in this RFP document.
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11. **HISTORICALLY UNDERUTILIZED BUSINESSES:** The Town of Montreat is committed to retaining Vendors from diverse backgrounds, and it invites and encourages participation in the procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. In particular, the Town encourages participation by Vendors certified by the State Office of Historically Underutilized Businesses, as well as the use of HUB-certified vendors as subcontractors on Town contracts.
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13. **CONFIDENTIAL INFORMATION:** To the extent permitted by applicable statutes and rules, the Town will maintain as confidential trade secrets in its proposal that the Vendor does not wish disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the Vendor, with specific trade secret information enclosed in boxes, marked in a distinctive color or by similar indication. Cost information shall not be deemed confidential under any circumstances. Regardless of what a Vendor may label as a trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with G.S. 132-1.2. Any material labeled as confidential constitutes a representation by the Vendor that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under G.S. 132-1.2. Vendors are urged and cautioned to limit the marking of information as a trade secret or as confidential so far as is possible. If a legal action is brought to require the disclosure of any material so marked as confidential, the Town will notify Vendor of such action and allow Vendor to defend the confidential status of its information.
14. **INFORMAL COMMENTS:** The Town of Montreat shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the Town during the competitive process or after award. The Town is bound only by information provided in writing in this RFP and in formal Addenda.

15. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by Vendor in preparing or submitting offers are the Vendor's sole responsibility; The Town of Montreat will not reimburse any Vendor for any costs incurred or associated with the preparation of proposals.
16. **AVAILABILITY OF FUNDS:** Any and all payments to the Vendor shall be dependent upon and subject to the availability of funds to the agency for the purpose set forth in The Contract.
17. **SITUS AND GOVERNING LAWS:** This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules, and within which State all matters, whether sounding in Contract or tort or otherwise, relating to its validity, construction, interpretation and enforcement shall be determined.
18. **PAYMENT TERMS:** If a payment schedule is not part of The Contract then payment terms will be Net 30 days after receipt of a correct invoice or acceptance of goods, whichever is later.
19. **NON-DISCRIMINATION:** The Vendor will take necessary action to comply with all Federal and State requirements concerning fair employment and employment of people with disabilities and concerning the treatment of all employees without regard to discrimination on the basis of any prohibited grounds as defined by Federal and State law.

20. **INSURANCE:**

COVERAGE - During the term of the Contract, the Vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Vendor shall provide and maintain the following coverage and limits:

Commercial General Liability insurance in an amount not less than \$1,000,000 each occurrence/\$2,000,000 annual aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations or Contractual Liability.

Business Automobile Liability insurance covering all owned, non-owned, and hired vehicles with a minimum combined single limit of \$1,000,000 each occurrence and shall include uninsured/underinsured motorist coverage per NC General Statute 20-279-21.

Workers Compensation coverage at the statutory limits in compliance with applicable State and Federal laws. Supplier shall ensure that any subcontractors also have workers compensation coverage at the statutory limits.

Employer's Liability coverage with minimum limits of \$500,000 each accident and \$500,000 each employee disease. Vendor shall agree these General Conditions constitute an insured contract and shall name the Town of Montreat as an additional insured under the Commercial General Liability policy. Before commencing work and for any subsequent renewals, Vendor shall furnish the Town with certificates of insurance evidencing the above coverages and amounts on an approved form. Vendor hereby grants the Town a waiver of any right of subrogation which any insurer of said Vendor may acquire against the Town by virtue of payment of any loss under such insurance. Vendor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. Each insurance policy required above shall state that coverage shall not be canceled, except with written notice to the Town and delivered in accordance with the policy provisions. All insurance shall be procured from reputable insurers authorized and qualified to do business in North Carolina and in a form acceptable to the Town. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Supplier's liability and obligations. Nothing in this section is intended to affect or abrogate The Town of Montreat's governmental immunity.

21. **GENERAL INDEMNITY:** The Vendor shall hold and save The Town of Montreat, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, Services, materials, or supplies in connection with the performance of The Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Vendor in the performance of The Contract and that are attributable to the negligence or intentionally tortious acts of the Vendor provided that the Vendor is notified in writing within 30 days from the date that the Town has knowledge of such claims. The Vendor represents and warrants that it shall make no claim of any kind or nature against the Town's agents who are involved in the delivery or processing of Vendor deliverables or Services to the Town. The representation and warranty in the preceding sentence shall survive the termination or expiration of The Contract.
22. **CONFIDENTIALITY:** Any Town information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Vendor under The Contract shall be kept as confidential, used only for the purpose(s) required to perform The Contract and not divulged or made available to any individual or organization without the prior written approval by The Town of Montreat.
23. **COMPLIANCE WITH LAWS:** Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with The Contract, including those of federal, state, and local agencies having jurisdiction and/or authority.
24. **ENTIRE AGREEMENT:** This RFP and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This RFP, any addenda hereto, and the Vendor's proposal are incorporated herein by reference as though set forth verbatim.

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.
25. **AMENDMENTS:** This Contract may be amended only by a written amendment duly executed by the Town and the Vendor.
26. **NO WAIVER:** Notwithstanding any other language or provision in The Contract, nothing herein is intended nor shall be interpreted as a waiver of any right or remedy otherwise available to the Town under applicable law. The waiver by the Town of any right or remedy on any one occasion or instance shall not constitute or be interpreted as a waiver of that or any other right or remedy on any other occasion or instance.
27. **FORCE MAJEURE:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
28. **SOVEREIGN IMMUNITY:** Notwithstanding any other term or provision in The Contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity or state or federal constitutional provision or principle that otherwise would be available to the Town under applicable law.

End of RFP The Town of Montreat Comprehensive Plan Update