



**Alabama State Port Authority**  
**Addendum to Request for Qualifications/Request for Proposals**

**Project Name** On-Call Services for Buildings & Emergency Response

**RFP No.:** ASPA-TS-2022-04

**ADDENDUM #1**

**To:** Prospective Respondents

**Date:** 12/16/2022

This Addendum contains the following information and becomes a part of the RFQ/RFP package.

Item	Description
1	Section 1.0, Paragraph No. 6: Change RFP# ASPA-TS-2011-01 to RFP# ASPA-TS-2022-01
2	As a clarification, please note that the Respondent's Scope of Work described in Section 3.1 will be related to buildings and similar structures (office buildings, warehouses, etc.). This includes the emergency services described within the same section.
3	In response to a respondent question, a template of the General Professional Services Agreement which will be issued to the awarded respondent(s) is attached for reference.

Please indicate your receipt of this addendum in your RFQ/RFP response.

**Project Manager:**

**12/16/2022**

**James J. "Josh" Bell, P.E.**  
**Facilities Engineer**

**Date**



**Alabama State Port Authority**  
**General Professional Services Agreement**

**Project Name:** enter text

**Project No.** enter number

This Professional Services Agreement between **Name**, (“You”), as an independent contractor, and the Alabama State Port Authority provides for your performance of specified services in accordance with the terms outlined below and with the Standard General Terms and Conditions on page 2 hereof.

Description of Services:

Service Performance Dates:

Fee: enter amount  Not to exceed fee amount

- Check One:
- You are solely responsible for any costs and expenses that you incur in performing the services.
  - You will be reimbursed for reasonable transportation and subsistence expenses.
  - You will be reimbursed \_\_% of fee for expenses.

Payment Terms:  Due Upon Receipt  Net 7 days  Net 10 days  Net 30 days  Net 45 days

Payment Milestones:

“By signing this contract, the contracting parties affirm, for the duration of the agreement, 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 agreement and shall be responsible for all damages resulting therefrom.”

Please signify your acceptance of the terms and conditions of this Agreement by signing below as indicated.

**Alabama State Port Authority**

**Accepted by:**

\_\_\_\_\_  
John C. Driscoll Date  
Director/CEO

\_\_\_\_\_  
**Name** Date  
**Title—Company Name**



## Alabama State Port Authority General Professional Services Agreement

**Project Name:** enter text

**Project** enter number  
**No.**

### Standard General Terms and Conditions

These Standard General Terms and Conditions are incorporated into and are a material part of the Professional Services Agreement (the "Agreement") between **you** ("You") and the Alabama State Port Authority ("ASPA").

1. The ASPA's sole obligation to You is the fee listed on this Agreement, and unless otherwise provided for in the Agreement, that fee is in full payment for your services, all necessary licenses and other governmental approvals, all equipment all expenses and costs, including transportation and subsistence expenses, needed for the performance of your services. You must obtain the ASPA's prior written consent before performing or incurring any additional services or expenses, or the ASPA shall have no obligation to pay You for unapproved additional services or expenses. Moreover, if at any time prior to the ASPA's release of funds in payment of this fee, the ASPA discovers that You are indebted to any department of the ASPA, then You authorize the ASPA to offset the amount of funds owed to You for services performed under this agreement by the total amount You owe the ASPA.
2. In the absence of some other written agreement, reasonable transportation and subsistence expenses, when authorized, are reimbursed in accordance with the ASPA's current travel and expense reimbursement policies. Vehicle mileage is reimbursed at the State of Alabama rate in effect at the time the miles were traveled and airfare reimbursements shall not exceed the rate for non-refundable, coach or economy tickets. Original receipts for your expenses must accompany your expense request. **If original expense receipts are not submitted, the ASPA reserves the right to report the sum of your expenses as income on IRS Form 1099 or other applicable form that is issued to You.**
3. You are solely responsible for the timely payment of all federal, state and local taxes or contributions with respect to your performance of this Agreement.
4. To the fullest extent permitted by Alabama law, You hereby agree to indemnify and hold harmless the ASPA from and against any and all claims by any person, entity, or governmental authority arising or attributable to your performance of this Agreement or by conditions created thereby, including, without limitation, bodily injury, including death, and damage to property and from and against all costs, expenses, and legal counsel fee in connection with the defense thereof.
5. You are an independent contractor and nothing in this Agreement shall be deemed to create any partnership, joint venture, association, or syndicate between us; or to confer upon You any express or implied right or authority to enter into any agreement, express or implied, or to incur any obligation on behalf of the ASPA. You are solely responsible for your acts and for the acts of your agents, employees, and subcontractors, if any, during the performance of this Agreement.
6. For its convenience, the ASPA at any time may terminate this Agreement by giving You five (5) days prior written notice, and in such event, the ASPA will pay You for services performed prior to the termination date, but it shall have no liability to You for termination charges or direct or consequential damages of any kind whatsoever.
7. By accepting payments agreed to in this Agreement, You certify that to your actual knowledge no ASPA employee or official, and no family members of an ASPA employee or official, will receive a benefit from these payments, except as been previously disclosed, in writing, to the ASPA.
8. The laws of the State of Alabama shall govern the construction of this Agreement, without regard to conflicts of laws principles. Any claim against ASPA arising from this Agreement shall be filed with the Alabama State Board of Adjustment.
9. This Agreement constitutes the entire agreement of the parties with respect to its subject matter and all prior understandings and agreements between the parties are merged into this Agreement. This Agreement may not be amended or modified except by a writing signed by all of the parties.
10. You agree to perform your services competently, expeditiously and professionally consistent with applicable standards and subject to the ASPA's review and satisfaction. If the ASPA becomes dissatisfied with your services, then it may withhold payment of all or a portion of the fee and terminate this Agreement for cause.
11. All works and materials, including, without limitation, texts, reports, software, and video and audio recordings authored by You as part of your services under this Agreement (collectively the "Works") shall be deemed "works made for hire" and the Works, including the copyright and other intellectual property rights therein, shall be the ASPA's property. You shall not use the Works for any purposes other than those contemplated by this Agreement without the ASPA's prior written consent. You warrant that any such Works shall be original and shall not infringe upon or violate the rights of any third party.