

CITY OF FAIRHOPE, AL
INVITATION REQUEST FOR QUALIFICATIONS (RFQ)

Sealed proposals will be received by the City of Fairhope of Baldwin County, Alabama, in the City of Fairhope offices, 555 South Section St. Fairhope, Alabama, **until 9:00 A.M. Wednesday, August 17, 2016**, and then publicly opened thereafter, for furnishing professional services required by the City of Fairhope and described as follows:

RFQ No. PS011-16 Professional Consulting Services for Project No. PW018-16 Feasibility Study for Performing Arts Center

Questions or comments pertaining to this proposal must be presented in writing, as email to the attention of the Purchasing Manager, Daniel P. Ames, P.O. Drawer 429, 555 South Section St., Fairhope, AL 36532, e-mail: dan.ames@cofairhope.com, Seventy two (72) hours prior to the proposal opening or may be forever waived.

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

All proposals, must be enclosed in a sealed, opaque envelope, clearly identified on the outside as a "Sealed Proposal" with Item Name, Proposal Number, City of Fairhope's Name and Address and Consultant's Name and Address. Each proposal must be in a separate envelope. Proposals made out in pencil will not be accepted. **Submit the Fee Schedule estimated hours and associated costs in a separate sealed envelope clearly marked Exhibit A "FEE SCHEDULE".**

Carrier or hand delivery:

City of Fairhope
Dan Ames, Purchasing Mgr.
555 S. Section Street
Fairhope, AL 36532

USPS:

City of Fairhope
Dan Ames, Purchasing Mgr.
PO Drawer 429
Fairhope, AL 36532

Failure to observe the instructions contained herein will constitute grounds for rejection of your proposal. The City reserves the right to accept or reject all proposals or any portion thereof whichever is in the best interest of the City of Fairhope.

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

No proposals will be considered unless the Consulting firm, whether resident or non-resident of Alabama, is properly qualified to submit a proposal for this type of work in accordance with all applicable laws of the State of Alabama, including, where applicable, possessing a Certificate of Authorization issued by the State Board of Licensure for the State of Alabama under the CODE OF ALABAMA, Section 34-11, and further, certifies that it has the professional, technical, and administrative personnel with the specific experience and training necessary to provide the services as may be required by the City. Furthermore, the Consulting firm will meet all current licensing and certifications necessary to perform the scope of work. In addition, the awarded Consultant if non-resident of the State, and if a corporation, shall show evidence of having qualified with the Secretary of State to do business in the State of Alabama, <http://www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx>.

Daniel P. Ames,
Purchasing Manager
Posted: 07-15-16

**REQUEST FOR QUALIFICATIONS (RFQ)
FOR
THE CITY OF FAIRHOPE**

**RFQ PS011-16
PROFESSIONAL CONSULTING SERVICES
FOR
PROJECT NO. PW018-16 FEASIBILITY STUDY FOR
PERFORMING ARTS CENTER**

**MAYOR
Timothy M. Kant, Mayor**

**FAIRHOPE CITY COUNCIL
Jack Burrell, Council President**

POSTED: 07-15-16

CITY OF FAIRHOPE

REQUEST FOR QUALIFICATIONS (RFQ)

Relating to: Professional Consulting Services for Project No PW018-16 Feasibility Study for Performing Arts Center

Background

Fairhope, Alabama, often referred to as the jewel of the Eastern Shore, is not a big city, with a population of approximately 18,000. It still retains much of its original small-town ambiance, but Fairhope is unique in many ways. Fairhope is known as a pedestrian's paradise that has an active arts community, exceptional schools, outstanding public services, excellent senior services, and top-notch recreational programs for all ages. It is also home or a weekend retreat for many famous artists and authors.

It is the City's belief that the arts are intrinsic to the values, culture and heritage of our community. It is hoped that enhanced arts programming will promote a cultural consciousness, stimulate economic viability and foster a sense of community pride.

Purpose

The City of Fairhope invites consultants to submit qualifications to conduct a Performing Arts Center Feasibility Study, as outlined in this document and attachments. The City is seeking an enthusiastic and creative consultant qualified to produce a strategic plan outlining a step-by-step road map tailored to achieving our specific goals for funding, phasing, implementing and sustaining a performing arts center in Fairhope.

Location / Layout

If implemented, the performing arts center will be built on City of Fairhope, AL. owned, public property. Determining potential site locations and potential layouts is part of this project.

Scope of Work

General Information

1. This Request for Qualifications (RFQ) is issued as contained in this document. The City of Fairhope is soliciting proposals for professional consulting services for conducting a feasibility study for the establishment of a performing arts center in the city. The Consultant will research, compose and report a feasibility study for a performing arts center in Fairhope, AL. The City of Fairhope reserves the right to select more than one Consulting firm. Attached to this RFP is a sample non-exclusive agreement that the successful consultant will be required to execute.
2. The goal of this RFQ is to engage with a consultant excited to work within a small city community gathering public input, analyzing existing conditions and providing innovative solutions towards achieving our specific goals. The chosen consultant will have experience in the arena of public and performing art strategic planning in locations similar to the geographic and demographic characteristics of Fairhope, AL. The City is interested in consultants willing to listen, advise and deliver on specific goals, but also to provide examples of new and improved methods for funding, implementation and sustainability, incorporated into a final report of the Performing Arts Center feasibility study.

Objectives

In order to assess the opportunity for a new Performing Arts Center, the Consultant will prepare a study that addresses the following subjects and questions:

1. **Market and Industry Potential:**
What is the overall potential of the proposed facility?
Which existing and proposed venues will the facility compete with, or complement?
Who will utilize the facility and what are their needs, desires, and expectations?
2. **Program Considerations:**
What size should the facility be?
What physical attributes should the facility have?
What is the facility's optimal configuration to capitalize on market trends and ensure flexible use of space?
How many parking spaces are required to support the recommended program of spaces?
What type of performances will be taking place in venue?
What are the technical needs of performances that will take place in venue?
3. **Operations:**
How will the facility operate from a demand and financial perspective, as well as from a management and business-planning standpoint?
What resources will be required to run and operate the facility?
4. **Funding:**
What funding mechanisms are available to the proposed facility?

Methodology

In order to complete the analysis required for this project, the Consultant will performed the following tasks:

1. Interview and survey various City representatives, and event facility operators and managers, along with other relevant stakeholders and representatives, in order to gather information about expectations for the proposed project.
2. Examine and project regional economic and demographic trends that may influence demand for the proposed venue.
3. Identify and examine relevant regional and national comparable facilities.
4. Develop broad recommendations regarding the optimum size of the proposed Performing Arts Center.
5. Develop projections of future demand for the proposed venue, in terms of annual events and attendance. The Consultant will also utilize proven local, regional, and national formulas to forecast revenue and expense models.
6. Investigate the various options for the management and operation of the facility as well as mechanisms available to fund the facility and its ongoing operations.

Market Analysis

In order to analyze the market opportunity for a Performing Arts Center in Fairhope, Alabama, the Consultant will undertake comprehensive review of market conditions in Fairhope, and Baldwin County, relative to the broader metropolitan area, as well as state and national averages. The key objectives of this analysis will be to identify structural factors, strengths and weaknesses that may affect the market's ongoing competitive opportunities and liabilities, and to gauge the level of support that exists for a new facility. While characteristics such as population, employment and income are not strict predictors of the performance of events center and conference center, they provide insight into the capacity of a market to provide ongoing support for facilities and activities. In addition, the size and role of a marketplace, its civic leadership, proximity to other metropolitan areas, transportation concentrations, and the location of competing and/ or complementary attractions, directly influence the scale and quality of facilities that can be supported within that particular market.

General Public Outreach

The Consultant will engage in public outreach through plan presentations, public hearings and workshops scheduled during the plan's development. The purpose of these meetings will be to present progress updates; to receive citizen, elected official and staff comments; and to present the final draft report and ancillary materials to the City Council. Presentations will include, but not be limited to the following:

1. General workshops for the citizens and property owners (3-5)
2. Informal workshops/presentations to City Council (3-5)
3. Formal City Council public hearing (2-3)

Deliverables: Will vary depending on associated task

Request for Qualifications

The overall objectives for the Request for Qualifications are:

1. Submit qualifications to conduct a Performing Arts Center Feasibility Study, as outlined in this document and attachments.
2. Submit a detailed estimate of hours and costs for the work.
3. Submit the Fee Schedule estimated hours and associated costs in a separate sealed envelope clearly marked **Exhibit A "FEE SCHEDULE"**.
4. See Contract Sample: Part Two, Project Scope for detailed Scope of Work.

Number of copies:

Three (3) copies of the proposal must be submitted by the deadline. These copies will be provided to the City of Fairhope for review and recommendation to the City of Fairhope City Council

Format

Statement of Qualifications should include, but is not limited to, the following:

1. A cover letter and letter of interest (LOI) identifying the projects for which the Consulting firm is requesting consideration. List three (3) projects of similar nature to scope of work, include references. It shall be vitally important to highlight any and all projects the firm has managed relating specifically to conducting a performing arts center feasibility study.
2. The name of the Consulting firm, address and telephone number. A primary contact with phone number and email shall also be provided.
3. The names, qualifications, and experience of a principal/owner (contractual authority), a project manager, and any key personnel who would be assigned to a City of Fairhope project. This information should include but not be limited to the following for each individual (a one page limit for each).
 - a. Number and type of similar projects in which each individual has been involved. Include reference contact information.
 - b. Key personnel are defined as registered professional consultants, heavily experienced technicians, and any other applicable resources related to projects of this nature.

4. The number and composition of staff that is readily available for City of Fairhope projects, including a table of organization by name to key personnel. Composition of staff should be broken into professional, and technical. Description of the Consulting firm's ability to generally respond to the City's project needs.
5. Name of responsible firm member and a Project Manager. It is the City's expectation that this individual will be available to manage any project for which the firm may be selected. The only acceptable reason for this person to not be available for a Fairhope contract is the individual is no longer with the firm. It is the firm's responsibility to advise the City of any changes in this individual's ability to be available for a Fairhope contract.
6. A statement detailing the firm's Quality Assurance Program.
7. All necessary information required of the attached City of Fairhope **EXHIBIT B: Proposal Evaluation Form**, which has been included as a sample.

Selection Procedure

The selection of the Consultant will be completed by the City of Fairhope City Council at a regular Council meeting. The awarded firm will be selected without regard to race, color, religion, sex, or national origin. The Fairhope City Council reserves the right to interview selected firm(s) prior to making a final decision. The Council will authorize the Mayor to proceed with executing a contract with their selected firm.

FOR PROJECTS OVER ONE HUNDRED THOUSAND DOLLARS

1. Upon identification of a specific project over one hundred thousand dollars, selection of a professional service provider from the prequalification list will be as follows:
2. The Department Head over the project requiring professional services will compose a Scope of Work and Specifications for the required professional services.
3. The Purchasing Manager will incorporate that Scope of Work and Specifications into a Request for Qualifications (RFQ).
4. The Purchasing Manager, and the Department Head over the project requiring professional services, will choose several (if available, five, six or more) professional service providers from the prequalification list, and present that short list through the City Treasurer to the Mayor.
5. The Mayor may accept the list of the recommended providers, modify the short list, or request another short list for his approval.
6. From the Mayor's accepted and approved recommended providers list, the Mayor will select from one to three professional service provider(s) for evaluation. The Purchasing Manager will issue the RFQ to the professional service provider(s) selected by the Mayor, requesting they submit a technical approach or project understanding, scope of services, and other details the City will use to evaluate and select the firm the City determines to be most qualified for the specific project.
7. City staff, consisting of the Department Head over the project, the Purchasing Manager, and one other Department Head, will evaluate the professional service provider's(s') response(s) to the RFQ. Interviews, presentations and / or discussions with the prospective professional service provider(s) may be required during evaluation of the technical proposal(s).
8. The Purchasing Manager will move the evaluation, with a recommendation, through the City Treasurer, to the Mayor.
9. If the Mayor approves the recommended professional service provider, the Purchasing Manager will move the choice forward to City Council. If the Mayor does not approve the choice, he may select another professional service provider off the recommended list, If the recommended list is exhausted, without the Mayor's approval, the selection process would then revert to, and continue at item #5, until a professional service provider is approved by the Mayor.

10. When a selection is approved by the Mayor, the City Council will be requested to approve the Mayor to negotiate a fee schedule and execute a contract for the professional services.
11. If City Council so directs, the Mayor then will attempt to negotiate a contract with the firm ranked by the City as most qualified.
12. Should the City not be able to negotiate a contract with the selected professional service provider, then the City shall terminate the negotiations and enter into negotiations with the next most qualified firm. This negotiation process may continue and be repeated until the City is able to successfully negotiate a contract, or until the recommended list is exhausted, at which time the City may re-enter the selection process at item #5.

General Conditions

The City of Fairhope will not be responsible for costs incurred by anyone in the submittal of proposals or for any cost incurred prior to contract execution. The Request for Qualifications is not to be construed as a City contract or as a City commitment of any kind. All responses shall be held confidential from other parties by the City to the extent allowable by law. However, confidential or sensitive information should not be included if the applicant wants to protect that information. The use of subcontractors as described by the Consultant in the Request for Qualifications and subsequent approved and signed contract with the City of Fairhope is allowed in this project. The selected Consultant is responsible for billing and paying of any subcontractors they employ on the project. The selected Consultant is responsible for insurance requirements.

The City of Fairhope reserves the sole right to:

1. Evaluate the qualifications submitted
2. Waive any irregularities within
3. Select candidates for the submittal of more detailed qualifications and presentation
4. Accept any submittal or portion of a submittal; and/or
5. Reject any or all submittals, solely at its discretion

Application Deadline

9:00 a.m. on Wednesday, August 17, 2016

Submit RFQs To:

**City of Fairhope
Dan Ames, Purchasing Manager
P.O. Drawer 429
555 South Section Street
Fairhope, Al 36533
Phone: 251-928-8003
Email: dan.ames@cofairhope.com**

Contract will only be used with Awarded Consultant

**CONTRACT DOCUMENTS AND
SPECIFICATIONS**

FOR

RFQ PS011-16

Professional Consulting Services

for

Project No PW018-16

Feasibility Study for Performing Arts Center

MAYOR

Timothy M. Kant, Mayor

FAIRHOPE CITY COUNCIL

Jack Burrell, Council President

Set _____

Posted _____

RFQ PS011-16

**PROFESSIONAL CONSULTING SERVICES FOR
FEASIBILITY STUDY FOR PERFORMING ARTS CENTER
City of Fairhope, AL**

THIS CONTRACT, made and entered into this ____ day of _____, 2016, by and between the **City of Fairhope**, Alabama (hereinafter called "**CITY**") acting by and through its governing body, the **FAIRHOPE CITY COUNCIL**, and _____ of _____, (hereinafter called the "**CONSULTANT**") for

RFQ No. PS011-16 Professional Consulting Services for Project No. PW018-16 Feasibility Study for Performing Arts Center

WITNESSETH:

That in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

1.0 DEFINITIONS:

The following terms shall have the following meanings:

COUNTY: Baldwin County, Alabama

CITY: Fairhope City Council, Mayor, and the officers, agents, and employees of the City of Fairhope, Alabama

PROJECT: Professional Consulting Services pertaining to Project No. PW018-16 Feasibility Study for Performing Arts Center

**PART ONE
GENERAL CONDITIONS**

1.1. The **CITY** hereby employs the **CONSULTANT** and the **CONSULTANT** agrees to perform for the **CITY** those professional services as hereinafter set forth in connection with the following:

PROJECT NO. PW018-16

PROJECT NAME Feasibility Study for Performing Arts Center

PROJECT INFORMATION: The **Request for Qualifications (RFQ)** is issued as contained in this document. The City of Fairhope is soliciting proposals for professional consulting services to include but not be limited to, conducting a feasibility study for a performing arts center, as per Scope of Work.

1.2. The **CONSULTANT** will begin work on the professional services outlined herein upon execution of the Contract and shall pursue the work in a timely manner. The term of the agreement shall be for a period of **ONE (1) Year** from _____ to _____, with the option to renew contract for up to Two (2) additional years if terms and conditions remain the same, and both parties are in written agreement to renewing the contract.

1.3. For the purpose of this Contract, the **CONSULTANT** represents to the **CITY** that it certifies that it has the professional, technical, and administrative personnel with the specific experience and training necessary to provide the professional services as may be required by the **CITY**. Furthermore, the **CONSULTANT** will meet all current licensing and certifications necessary to perform the scope of work.

PART TWO PROJECT SCOPE

2.0 SCOPE OF WORK

2.0.1 General Information

2.0.1.1 This Request for Qualifications (RFQ) is issued as contained in this document. The City of Fairhope is soliciting proposals for Professional Consulting Services for Conducting a Feasibility Study for the Establishment of a Performing Arts Center in the City. The Consultant will research, compose and report a feasibility study for a performing arts center in Fairhope, AL. The City of Fairhope reserves the right to select more than one Consulting firm. Attached to this RFP is a sample non-exclusive agreement that the successful Consultant will be required to execute.

2.0.1.2 The goal of this RFQ is to engage with a Consultant excited to work within a small city community gathering public input, analyzing existing conditions and providing innovative solutions towards achieving our specific goals. The chosen Consultant will have experience in the arena of public and performing art strategic planning in locations similar to the geographic and demographic characteristics of Fairhope, AL. The City is interested in consultants willing to listen, advise and deliver on specific goals, but also to provide examples of new and improved methods for funding, implementation and sustainability, incorporated into a final report of the Performing Arts Center feasibility study.

2.0.2 Objectives

In order to assess the opportunity for a new Performing Arts Center, the Consultant will prepare a study that addresses the following subjects and questions:

2.0.2.1 Market and Industry Potential:

What is the overall potential of the proposed facility?
Which existing and proposed venues will the facility compete with, or complement?
Who will utilize the facility and what are their needs, desires, and expectations?

2.0.2.2 Program Considerations:

What size should the facility be?
What physical attributes should the facility have?
What is the facility's optimal configuration to capitalize on market trends and ensure flexible use of space?
How many parking spaces are required to support the recommended program of spaces?
What type of performances will be taking place in the venue?
What are the technical needs of performances that will take place in the venue?

2.0.2.3 Operations:

How will the facility operate from a demand and financial perspective, as well as from a management and business-planning standpoint?
What resources will be required to run and operate facility?

2.0.2.4 Funding:

What funding mechanisms are available to the proposed facility?

2.0.3 Methodology

In order to complete the analysis required for this project, the Consultant will performed the following tasks:

2.0.3.1 Interview and survey various City representatives, and event facility operators and managers, along with other relevant stakeholders and representatives, in order to gather information about expectations for the proposed project.

- 2.0.3.2 Examine and project regional economic and demographic trends that may influence demand for the proposed venue.
- 2.0.3.3 Identify and examine relevant regional and national comparable facilities.
- 2.0.3.4 Develop broad recommendations regarding the optimum size of the proposed Performing Arts Center.
- 2.0.3.5 Develop projections of future demand for the proposed venue, in terms of annual events and attendance. The Consultant will also utilize proven local, regional, and national formulas to forecast revenue and expense models.
- 2.0.3.6 Investigate the various options for the management and operation of the facility as well as mechanisms available to fund the facility and its ongoing operations.

2.0.4 Market Analysis

In order to analyze the market opportunity for a Performing Arts Center in Fairhope, Alabama, the Consultant will undertake comprehensive review of market conditions in Fairhope, and Baldwin County, relative to the broader metropolitan area, as well as state and national averages. The key objectives of this analysis will be to identify structural factors, strengths and weaknesses that may affect the market's ongoing competitive opportunities and liabilities, and to gauge the level of support that exists for a new facility. While characteristics such as population, employment and income are not strict predictors of the performance of events center and conference center, they provide insight into the capacity of a market to provide ongoing support for facilities and activities. In addition, the size and role of a marketplace, its civic leadership, proximity to other metropolitan areas, transportation concentrations, and the location of competing and/ or complementary attractions, directly influence the scale and quality of facilities that can be supported within that particular market.

2.0.5 General Public Outreach

The Consultant will engage in public outreach through plan presentations, public hearings and workshops scheduled during the plan's development. The purpose of these meetings will be to present progress updates; to receive citizen, elected official and staff comments; and to present the final draft report and ancillary materials to the City Council. Presentations will include, but not be limited to the following:

- 2.0.5.1 General workshops for the citizens and property owners (3-5)
- 2.0.5.2 Informal workshops/presentations to City Council (3-5)
- 2.0.5.3 Formal City Council public hearing (2-3)
- 2.0.6 **Deliverables:** Will vary depending on associated tasks.

PART THREE PAYMENT

- 3.0. The **CITY** agrees to pay the **CONSULTANT** as compensation for such professional services in accordance with the rates as indicated on Attachment "A" FEE SCHEDULE, attached to this document.
- 3.1. All other expenses actually and necessarily incurred such as, but not limited to, telephone calls, extra reproductions of prints or photographs of drawings, specifications and other documents required for the proper execution of the extra services so required by the **CITY** shall be paid for at cost. These payments shall be due and payable from time to time as the services are performed, or as the expenses are incurred, and will be inclusive in any approved "not to exceed" amount.
- 3.2. If this **PROJECT** is suspended or abandoned by the **CITY** for good cause other than under the provisions of Paragraph 3.3 hereunder, or for cause beyond the reasonable control of the **CITY**, then the

CITY shall pay the **CONSULTANT** for the services theretofore rendered on the **PROJECT**, such payment to be based as far as possible on the fee as established in this agreement, and the portion of the **CONSULTANT'S** services which were completed before the **PROJECT** was suspended or abandoned.

- 3.3. In the event of failure by the **CONSULTANT** to perform any and/or all of the **CONSULTANT** obligations in a prompt and efficient manner satisfactory to the **CITY**, the **CITY** will have the right to summarily terminate this agreement by giving the **CONSULTANT** written notice of such termination, after which the **CITY** may employ **CONSULTANT** services of its choice to complete the **PROJECT** and the **CONSULTANT** will reimburse the **CITY** any additional costs which may result for such termination and employment of other **CONSULTANT** services. Failure by the **CONSULTANT** to furnish the required services, or to perform any other specific duty required by this contract shall constitute cause for termination by the **CITY** under this provision. Failure by the **CITY** to exercise this right to so terminate this agreement for any such default by the **CONSULTANT** shall not constitute a waiver by the **CITY** of its right to so terminate this contract for any subsequent default.

PART FOUR INDEMNIFICATION AND INSURANCE

- 4.0 The **CONSULTANT** shall be responsible for all damage to life and property due to activities of the **CONSULTANT** and the sub-contractors, agents or employees of the **CONSULTANT** in connection with their service under this CONTRACT. The **CONSULTANT** specifically agrees that the subcontractors, agents, or employees of the **CONSULTANT** shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform. Further, it is understood and agreed by **CONSULTANT** to the fullest extent permitted by law, the **CONSULTANT** shall defend, indemnify and hold harmless the **CITY**, and its agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of, or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting there from, but only to the extent caused in whole or in part by the negligent acts or omissions of the **CONSULTANT** or anyone directly or indirectly employed by the **CONSULTANT** or anyone for whose acts the **CONSULTANT** may be liable. Such indemnity shall not be limited by reason of any insurance coverage provided.
- 4.1 The **CONSULTANT**, at its sole expense, shall obtain and maintain in force the following insurance to protect the **CONSULTANT** and the **CITY** from all acts performed pursuant to this agreement. The limits and coverages specified are the minimum to be maintained, and are not intended to represent the correct insurance needed to fully protect the **CONSULTANT**.
- 4.1.1 All insurance will be provided by insurers licensed to conduct business in the State of Alabama and shall have a minimum A.M. Best rating of A-VII and must be acceptable to the **CITY**. Self-insured plans and/or group funds not having an A.M. Best rating must be submitted to the **CITY** for prior approval.
- 4.2 **NO WORK IS TO BE PERFORMED UNTIL PROOF OF COMPLIANCE WITH THE INSURANCE REQUIREMENTS HAS BEEN RECEIVED AND APPROVED BY THE CITY.**
- 4.3 **The CONSULTANT shall name the CITY, its employees and agents as ADDITIONAL INSURED in all applicable categories.**
- 4.4 **Liability Insurance**
- 4.4.1 **Worker's Compensation and Employers Liability**

Part One: Statutory Benefits as required by the State of Alabama

Part Two: Employers Liability

\$1,000,000 Each Accident
\$1,000,000 Each Employee
\$1,000,000 Policy Limit

4.4.2 Commercial General Liability

Coverage on an Occurrence Form with a combined single limit (Bodily Injury and Property Damage combined) as follows:

Each Occurrence	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Products/completed Operation Aggregate	\$2,000,000
General Aggregate	\$2,000,000

4.4.2.1 Coverage to include:

Premises and operations
Personal Injury and Advertising Injury
Products/Completed Operations
Independent Contractors
Blanket Contractual Liability
Broad Form Property Damage

4.4.3 Liability insurance as required by this Contract to provide cross-liability coverage.

(b) Automobile Liability

Covering all Owned, Non-Owned, and Hired vehicles with a combined single limit (bodily injury and property damage combined) of \$1,000,000 each accident. The policy shall name the **CITY** as an Additional Insured.

(d) Professional Liability (Errors & Omissions)

Coverage shall be maintained during project duration and for two (2) years after completion and acceptance by the **CITY**.

Limits of Liability

Each Claim	\$1,000,000
Aggregate	\$1,000,000

4.5 Certificate of Insurance

A certificate of Insurance evidencing the above minimum requirements must be provided to and accepted by the **CITY PRIOR** to commencement of any work on the Contract. Each policy shall be endorsed to provide thirty (30) days written notice of cancellation to the **CITY**. The project number on which the **CONSULTANT** is working must be included in the description section of the certificate.

PART FIVE REVIEWS AND SUBMITTALS

5.0 The **CITY** will review all submittals made during the contract period. The purpose and scope of this review will be limited to the determination of the work for the sole purpose of approving intermediate payments to the **CONSULTANT**, and to otherwise determine contract compliance for the purpose of approving fee requests and determining the **PROJECT** costs. The **CITY** is relying on the skill, care, experience, diligence and professional expertise of the **CONSULTANT** to perform the required work with the degree of care and skill ordinarily used by members of the **CONSULTANT'S** profession in this locality. It is not the intent nor is it the responsibility of the **CITY** to exercise independent judgment or to verify the calculations, assumptions, and methods by the **CONSULTANT**.

PART SIX MISCELLANEOUS

6.0. This Contract shall be effective on the date of its execution.

- 6.1. The following portions of the City of Fairhope **STANDARD TERMS AND CONDITIONS** (see PART SEVEN) are hereby made a part of this Contract as if said terms are fully set out herein: ACCEPTANCE OF AGREEMENT, APPLICABLE LAW, ASSIGNMENT, BUSINESS LICENSE, EXCLUSIVE, NOTIFICATION AND ACCIDENT REPORTS, RIGHT TO AUDIT, TERMINATION FOR CONVENIENCE, TERMINATION FOR DEFAULT, TERMINATION FOR NON-APPROPRIATION, IMMIGRATION LAW.
- 6.2. The **CITY** and the **CONSULTANT** each binds itself, its successors and assigns, to all covenants of this agreement. Except as above, neither the **CITY** nor the **CONSULTANT** shall assign, sublet or transfer his or its interest in this agreement without the written consent of the other party hereto and concurrence therein.

**PART SEVEN
CITY OF FAIRHOPE, ALABAMA
STANDARD TERMS AND CONDITIONS**

1. ACCEPTANCE OF AGREEMENT

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

5. APPLICABLE LAW

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

6. ASSIGNMENT

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

13. BUSINESS LICENSE

The Consultant selected to enter into a Contract / Agreement with the City of Fairhope must be licensed to do business in the City of Fairhope prior to commencement of any work under the contract. Delivery of goods or services to the City of Fairhope by Purchase Order have detailed and varied

Business License requirements. In all instances that require a business license. Awarded Consultant will provide proof of possessing a current City of Fairhope Business License. Prospective bidders will not be required to possess a City of Fairhope Business License prior to award.

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

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

23. FORCE MAJEURE

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

28. INSURANCE

If a Contract / Agreement / Purchase Order results from this

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

36. NON-DISCRIMINATION

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

37. NON EXCLUSIVE

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

38. NOTIFICATION AND ACCIDENT REPORTS

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

50. RIGHT TO AUDIT

The Awarded Consultant shall maintain documentation of all work performed. The awarded Consultant shall make any and all documentation available to the City of Fairhope at all reasonable times, for inspections and audit by the City of

Fairhope during the entire term of the Contract / Agreement / Purchase Order, and for a period of Three (3) years after expiration of the Contract / Agreement / Purchase Order.

58. TERMINATION FOR CONVENIENCE

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

59. TERMINATION FOR DEFAULT

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

60. TERMINATION FOR NON-APPROPRIATION

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

65. IMMIGRATION LAW

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

PART EIGHT
ALABAMA IMMIGRATION ACT CONTRACT REQUIREMENTS

8.0 Background

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

8.1 Definitions

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

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

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

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

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

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

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

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

SUBCONTRACTOR: A person, business entity, or employer who is awarded a portion of an existing contract by a contractor, regardless of its tier.

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

8.2 **Mandatory Clause**

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

"By signing this Contract, the contracting parties affirm, for the duration of the 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."

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

8.3 **Contracts Involving Business Entity, or Employer**

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

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

8.4 **Contracts Involving Subcontracting**

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

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

IN WITNESS WHEREOF, the parties hereto have executed this contract in duplicate on the day and year first above written.

STATE OF ALABAMA
COUNTY OF BALDWIN

CITY OF FAIRHOPE

BY: _____
Timothy M. Kant, Mayor

ATTEST: _____
Lisa A Hanks, MMC
City Clerk

NOTARY FOR THE CITY:

**STATE OF ALABAMA}
COUNTY OF BALDWIN}**

I, _____, a Notary Public in and for said State and County, hereby certify that **Timothy M Kant**, whose name as Mayor of the City of Fairhope, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that being informed of the contents of the conveyance, he as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and Notary Seal on this the ____ day of _____, 2016.

Notary Public _____
My Commission Expires _____

PROFESSIONAL CONSULTANT SIGNATURES

If Corporation or LLC

Company _____ State of Incorporation _____

Company Representative _____
(SIGNATURE Representative Authorized to sign Bids and Contracts for the firm)

Company Representative _____
(PRINT Name of Representative Authorized to sign Bids and Contracts for the firm)

(Address) _____

(Address) _____

Phone No: () _____ Fax () _____

E-Mail _____

Attach Professional License (where Applicable) _____

NOTARY FOR CORPORATE PROFESSIONAL CONSULTANT

State of _____ }

County of _____ }

I, _____, a Notary Public in and for the said State and County, hereby certify that _____ whose name as _____

of _____ is signed to the foregoing conveyance and who is Known to me, acknowledged before me on this day, that being informed of the contents of the document he executed the same voluntarily on the day the same bears date.

Given under my hand and Notary Seal on this ____ day of _____, 2016.

Notary Public _____
My Commission Expires _____

EXHIBIT "A"
FEE SCHEDULE

END OF CONTRACT

(For internal use)
Exhibit B

PROPOSAL EVALUATION FORM

**RFQ PS011-16 Professional Consulting Services for Project No PW018-16 Feasibility Study
for Performing Arts Center**

PROFESSIONAL SERVICE PROVIDER _____

PROJECT _____

EVALUATOR _____

DATE _____

CATEGORY	CRITERIA	RATING	X WEIGHT=SCORE
TECHNICAL APPROACH	Understanding of Project and basic scope of services	___ 5 ___	
	Additions or deletions to the basic scope of services	___ 3 ___	
	Understanding of unique conditions of the Project	___ 3 ___	
	Technical approach to the Project	___ 4 ___	
	Project Schedule	___ 3 ___	
	Key equipment or Resources that assists in performance of work	___ 2 ___	
PROJECT TEAM	Consultant's and Sub-Consultant's Experience on similar Projects	___ 5 ___	
	Working relationship with Project Team (Consultant Sub-consultants)	___ 3 ___	
	Project Manager's Experience on similar Projects	___ 4 ___	
	Key Task Manager's Experience on Similar Projects	___ 5 ___	
	Location of Key Staff Members (Consultant and Sub-Consultants)	___ 4 ___	
PAST PERFORMANCE	Quality of Consultant's/Sub-Consultant's past work (similar size and/or scope)	___ 5 ___	
	Consultant's/Sub-Consultant's ability to meet Project Schedule	___ 4 ___	
	Project Manager's ability to coordinate Project	___ 4 ___	
	Consultant's/Sub-consultant's Success in controlling Project costs	___ 5 ___	
	Consultant's/Project Manager's ability to communicate Effectively with agency	___ 5 ___	
TOTAL POINTS (OF POSSIBLE 320)		_____	

Rating: 1-poor, 2-fair, 3-good, 4-excellent, 5-superior

Weighting Factors (1-5) can be adjusted for each Contract according to the need and priorities of the City of Fairhope

INVITATION SUMMARY

RFQ No. PS011-16 Professional Consulting Services for Project No. PW018-16 Feasibility Study for a Performing Arts Center

Issue Date:	07-15-16
Certificate of Insurance Requirements:	See Standard Terms and Conditions
Deadline for Questions Date:	08-11-16 Thursday 9:00 am
RFQ Closing Date:	08-17-16 Wednesday 9:00 am
City Internet Site:	www.cofairhope.com
RFQ copies to submit:	three (3)
Purchasing Department Contact:	Daniel P Ames, Purchasing Manager Dan.ames@cofairhope.com (251) 928-8003

END OF INVITATION SUMMARY

CONSULTANT INFORMATION

Please print this section and turn in with your proposal

RFQ No. PS011-16 Professional Consulting Services for Project PW018-16 Feasibility Study for Performing Arts Center

Business Organization

Name of Consultant or Consulting Firm (exactly as it appears on W-9):

Doing-Business-As Name of Bidder:

Principal Office Address:

Telephone Number: _____ Fax Number: _____

E-mail address _____

Website: _____

Form of Business Entity [check one ("X")]

Corporation _____

Partnership _____

Individual _____

Joint Venture _____

Other (describe): _____

Corporation Statement

If a corporation, answer the following:

Date of incorporation: _____

Location of incorporation: _____

The corporation is held: Publicly _____

Privately _____

Partnership Statement

If a partnership, answer the following:

Date of organization: _____

Location of organization: _____

The partnership is: General _____

Limited _____

Joint Venture Statement

If a Joint Venture, answer the following:

Date of organization: _____

Location of organization: _____

JV Agreement recorded? Yes _____

No _____

Contact _____ Email _____

END OF INFORMATION SECTION