

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

July 11, 2014

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 2:00 P.M. Thursday, August 7, 2014**, and then publicly opened thereafter, for furnishing professional services required by the City of Fairhope and described as follows:

**RFQ PS017-14 Professional Consulting Services for City of Fairhope
 Comprehensive Plan Update 2014/2015**

Project No: PL002-14 Comprehensive Plan Update 2014/2015

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, with their guarantee (when required), 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.

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: 07-11-14

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

RFQ PS017-14

**PROFESSIONAL CONSULTING SERVICES
FOR
CITY OF FAIRHOPE COMPREHENSIVE PLAN UPDATE
2014/2015**

**Project No: PL002-14 Comprehensive Plan Update
2014/2015**

MAYOR

Timothy M. Kant, Mayor

FAIRHOPE CITY COUNCIL

Jack Burrell, Council President

POSTED: 07-11-14

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

Relating to:

**Professional Consulting Services for City of Fairhope Comprehensive Plan Update 2014/2015 for
Project No PL002-14 Comprehensive Plan Update**

Background

The City of Fairhope is currently operating with the 2006 City of Fairhope Comprehensive Plan, see <http://www.cofairhope.com/home/showdocument?id=280>.

Purpose

The Request for Qualifications (RFQ) is issued as contained in this document. The City of Fairhope is soliciting proposals for professional consulting services to update the current 2006 Comprehensive Plan (<http://www.cofairhope.com/home/showdocument?id=280>) by providing a vision statement, preferred growth alternatives, population, and community issues and concerns. The policy statements, goals, objectives, guidelines, maps and graphics included will serve as a working framework for the development of future land use public policy. The Comprehensive Plan will provide quality residential growth and general improvements for the protection of the quality of life for the City of Fairhope's residents and businesses.

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.

Location / Layout

All city buildings and structures and land within City of Fairhope, AL

Scope of Work

The Consultant will identify a vision statement, preferred growth alternatives, population, community issues and concerns. This will include policy statements, goals, objectives, guidelines, maps and graphics that will serve as a working framework for the development of future land use public policy.

This framework will provide clear and predictable guidance to developers, stakeholders, and citizens. It will help maintain collaborative and respectful relationships within the community and surrounding neighbors, and establish policies and priorities for coordinated development / redevelopment and potential infrastructure expansion.

The Comprehensive Plan will provide quality residential growth and general improvements for the protection of the quality of life for the City of Fairhope's residents and businesses. Residential and commercial density, type, and location will be considered in conjunction with existing zoning, remaining developable land, and existing and proposed infrastructure improvements.

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 Planning Commission and 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 Planning Commission and City Council (3-5)
3. Formal Planning Commission public hearing (2-3)
4. Formal City Council public hearing (2-3)

Deliverables: Will vary depending on associated task

PLAN ELEMENTS

1. Introduction
2. Existing Conditions
3. Vision and Goals
 - Physical Image/Environment
 - Urban and Community Design
 - Development Framework
 - Transportation Network
 - Infrastructure
 - Community Economic Diversity
 - Quality of Life
 - Economic Development
 - Resort and Tourism
4. Land Use Plan
5. Form, Function, and Design
6. Implementation

VISION & GOALS

Community Visioning

A refined vision for the **2014/2015 Comprehensive Plan** will be crafted through a community involvement process. There will be ample and varied opportunities for public involvement including multiple public meetings, roundtable meetings, and a community survey. The process will include review by the Planning Commission and City Council.

Tasks:

1. The Consultant will conduct multiple community-wide visioning sessions. These will be scheduled during the month of October (October 20, 2014 - Homestead Village at 5:30 P.M., October 21, 2014 - Fairhope Elementary School at 5:30 P.M. and October 23, 2014 - Fairhope Intermediate School at 5:30 P.M.).
2. The Consultant will post meeting agenda, minutes, interim reports, and survey results on an interactive web site created solely for this project. A component of the web site will include e-mail provisions to allow residents to provide input. The website will be operational by October 15, 2014.
3. The Consultant will prepare a community questionnaire that will be posted on the Internet for a period of one month (October, 2014). Paper copies of the survey will also be available at various public facilities throughout the City. This questionnaire will explore land use, community facilities, and future expectations of the City of Fairhope.
4. The Consultant will summarize and interpret the results of the community visioning sessions to determine community goals, values and opinions vis-à-vis the future growth and development of the City of Fairhope. In addition to the above-mentioned public interaction, interviews will be conducted with representatives of selected Boards, Commissions, Committees and Officials and other local groups, as appropriate. This step is to be conducted during the months of December 2014 and January 2015.
5. The Consultant will review findings based on Tasks 1 through 4 and prepare a brief Summary of Findings document based on said findings. The Summary of Findings document will be prepared and delivered by February 18, 2015.
6. Based on findings prepared in Task 5, the Consultant will prepare a Draft Comprehensive Plan Vision and Goals for review by the Planning Commission and City Council. The Planning Commission, with the assistance of the Consultant, will hold a public hearing on the Draft and consider relevant testimony. The Consultant will transmit to the Planning Commission a summary of all comments raised during the public hearing, and will integrate that input into the final element. The public hearing will be held in April 2015.

Deliverables: Summary of Survey Results and Findings, and Comprehensive Plan Vision and Goals.

LAND USE PLAN

The Consultant will review and analyze local conditions, the existing Comprehensive Plan land use map and text, residential and commercial growth forecasting (provided by the City), and, future desired development densities and land use patterns.

Tasks:

1. The Consultant will prepare an inventory of pertinent data and land use information, utilizing all pertinent information, reports and studies on file with the City, geographic information databases, and other sources.
2. The Consultant will review and analyze existing land use patterns.
3. The Consultant will, based on the Comprehensive Plan Vision and Goals, develop recommendations for the distribution, location, and intensity of various land uses, accounting for environmental constraints and utility corridors where appropriate.
4. The Consultant will prepare a land use plan with appropriate overlays, which shall be further refined by integration of the elements, which follow.
5. The Consultant will prepare preliminary build-out analysis based on proposed land use plan, which shall be further refined by integration of the elements, which follow.
6. The Consultant will prepare a written draft of the Land Use Plan for review by City staff and Comprehensive Plan Committee, by June 15, 2015.

Deliverables: Entire text of element, including inventory, existing land use map, future land use plan, relevant analysis and recommendations, and preliminary build-out analysis.

FORM, FUNCTION, AND DESIGN

The Consultant will provide resolution of potential conflicts among elements, and with state, county, and adjacent community plans. The Consultant will generate the final Land Use Plan maps which illustrate any adjustments to the generalized land use and development pattern, future land use densities, transportation improvements, natural resources, public facilities, and any other relevant features that are possible to illustrate.

Tasks:

1. The Consultant will identify conflict and the resulting resolution among plan elements and state, county, and local plans for consistency.
2. The Consultant will prepare a draft of Land Use Plan maps.
3. The Consultant will prepare a draft of written elements with final comments integrated in documents.
4. The Consultant will hold a public hearing in August 2015 on the Draft and consider relevant testimony. He will summarize all comments raised during the public hearing, and integrate it into the final document.
5. The Consultant will post a Draft Plan and any attachments on the website for the City of Fairhope for public review and comment.

Deliverables: Draft of text, maps, and data for Plan completion.

IMPLEMENTATION

The Consultant will, by October 28, 2015, define and provide a schedule of municipal actions necessary to implement the strategies and recommendation of each element of the Plan. A schedule of improvements shall be provided along with recommendation for the expansion and/or replacement of public facilities. A detailed process shall be specified which outlines proposed changes and modifications to be made to the City's regulatory system (e.g. Zoning Map, Subdivision Regulations, Zoning Ordinance, etc.) to be consistent with the Comprehensive Plan.

Tasks:

1. The Consultant will define and propose schedule of actions to implement plans.
2. The Consultant will provide a general schedule of improvements.
3. The Consultant will outline the periodic review process for the Plan and Plan updates.

Deliverables: Entire text of all elements, integrated into one document, including schedule of improvements, maps, photographs, and graphs.

The overall objectives for the Request for Qualifications are:

1. Submit qualifications for evaluating our current Comprehensive Plan and making recommendations by providing a vision statement, preferred growth alternatives, population, and community issues and concerns.
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: Part Two, Project Scope for detailed scope of work.

Request for Qualifications

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 designing an integrated communications system.
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**.

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. City Staff 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, 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 will then 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.

Notification

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 contract or as a 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

2:00 p.m. on Thursday, August 7, 2014

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**

SAMPLE CONTRACT

**CONTRACT DOCUMENTS AND
SPECIFICATIONS**

FOR

RFQ PS017-14

PROFESSIONAL CONSULTING SERVICES FOR

CITY OF FAIRHOPE

COMPREHENSIVE PLAN UPDATE 2014 / 2015

PROJECT NO. PL002-14

COMPREHENSIVE PLAN UPDATE

THE CITY OF FAIRHOPE

MAYOR

Timothy M. Kant, Mayor

FAIRHOPE CITY COUNCIL

Jack Burrell, Council President

Set No. _____

SAMPLE CONTRACT

PROFESSIONAL CONSULTING SERVICES FOR

CITY OF FAIRHOPE COMPREHENSIVE PLAN UPDATE 2014 / 2015

THIS CONTRACT, made and entered into this ____ day of _____, 2014, 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 PS017-14 Professional Consulting Services City of Fairhope for Comprehensive Plan Update 2014/2015**

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. PL002-14 Comprehensive Plan Update

**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. PL002-14

PROJECT NAME Comprehensive Plan Update

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 evaluation of (current) 2006 City of Fairhope Comprehensive Plan, and to propose needed updates 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 The Consultant will be responsible for identifying a vision statement, preferred growth alternatives, population, community issues and concerns. This will include policy statements, goals, objectives, guidelines, maps and graphics that will serve as a working framework for the development of future land use public policy.

This framework will provide clear and predictable guidance to developers, stakeholders, and citizens. It will help maintain collaborative and respectful relationships within the community and surrounding neighbors, and establish policies and priorities for coordinated development/redevelopment and potential infrastructure expansion.

The Comprehensive Plan will provide quality residential growth and general improvements for the protection of the quality of life for the City of Fairhope's residents and businesses. Residential and commercial density, type, and location will be considered in conjunction with existing zoning, remaining developable land, and existing and proposed infrastructure improvements.

2.1 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 Planning Commission and 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 Planning Commission and City Council (3-5)
3. Formal Planning Commission public hearing (2-3)
4. Formal City Council public hearing (2-3)

Deliverables: Will vary depending on associated task.

2.1.1 Plan Elements

1. Introduction
2. Existing Conditions
3. Vision and Goals
 - Physical Image/Environment
 - Urban and Community Design
 - Development Framework
 - Transportation Network
 - Infrastructure
 - Community Economic Diversity
 - Quality of Life
 - Economic Development
 - Resort and Tourism
4. Land Use Plan
5. Form, Function, and Design
6. Implementation

2.2 VISION & GOALS

2.2.1 Community Visioning

A refined vision for the 2014/2015 Comprehensive Plan will be crafted through a community involvement process. There will be ample and varied opportunities for public involvement including multiple public meetings, roundtable meetings, and a community survey. The process will include review by the Planning Commission and City Council.

2.2.2 Tasks:

1. The Consultant will conduct multiple community-wide visioning sessions. These will be scheduled during the month of October (October 20, 2014 - Homestead Village at 5:30 P.M., October 21, 2014 - Fairhope Elementary School at 5:30 P.M. and October 23, 2014 - Fairhope Intermediate School at 5:30 P.M.).
2. The Consultant will post meeting agenda, minutes, interim reports, and survey results on an interactive web site created solely for this project. A component of the web site will include e-mail provisions to allow residents to provide input. The website will be operational by October 15, 2014.
3. The Consultant will prepare a community questionnaire that will be posted on the Internet for a period of one month (October, 2014). Paper copies of the survey will also be available at various public facilities throughout the City. This questionnaire will explore land use, community facilities, and future expectations of the City of Fairhope.
4. The Consultant will summarize and interpret the results of the community visioning sessions to determine community goals, values and opinions vis-à-vis the future growth and development of the City of Fairhope. In addition to the above-mentioned public interaction, interviews will be conducted with representatives of selected Boards, Commissions, Committees and Officials and other local groups, as appropriate. This step is to be conducted during the months of December 2014 and January 2015.
5. The Consultant will review findings based on Tasks 1 through 4 and prepare a brief Summary of Findings document based on said findings. The Summary of Findings document will be prepared and delivered by February 18, 2015.
6. Based on findings prepared in Task 5, the Consultant will prepare a Draft Comprehensive Plan Vision and Goals for review by the Planning Commission and City Council. The Planning Commission, with the assistance of the Consultant, will hold a public hearing on the Draft and consider relevant testimony. The Consultant will transmit to the Planning Commission a summary of all comments raised during the public hearing, and will integrate that input into the final element. The public hearing will be held in April 2015.

Deliverables: Summary of Survey Results and Findings, and Comprehensive Plan Vision and Goals.

2.3 LAND USE PLAN

The Consultant will review and analyze local conditions, the existing Comprehensive Plan land use map and text, residential and commercial growth forecasting provided by the City, and, future desired development densities and land use patterns.

2.3.1 Tasks:

1. The Consultant will prepare an inventory of pertinent data and land use information, utilizing all pertinent information, reports and studies on file with the City, geographic information databases, and other sources.
2. The Consultant will review and analyze existing land use patterns.
3. The Consultant will, based on the Comprehensive Plan Vision and Goals, develop recommendations for the distribution, location, and intensity of various land uses, accounting for environmental constraints and utility corridors where appropriate.

4. The Consultant will prepare a land use plan with appropriate overlays, which shall be further refined by integration of the elements, which follow.
5. The Consultant will prepare preliminary build-out analysis based on proposed land use plan, which shall be further refined by integration of the elements, which follow.
6. The Consultant will prepare a written draft of the Land Use Plan for review by City staff and Comprehensive Plan Committee, by June 15, 2015.

Deliverables: Entire text of element, including inventory, existing land use map, future land use plan, relevant analysis and recommendations, and preliminary build-out analysis.

2.4 FORM, FUNCTION, AND DESIGN

Resolution of potential conflicts among elements and with state, county, and adjacent community plans. Generation of final Land Use Plan maps which illustrate any adjustments to the generalized land use and development pattern, future land use densities, transportation improvements, natural resources, public facilities, and any other relevant features that are possible to illustrate.

2.4.1 Tasks:

1. The Consultant will identify conflict and the resulting resolution among plan elements and state, county, and local plans for consistency.
2. The Consultant will prepare of a draft of Land Use Plan maps.
3. The Consultant will prepare a draft of written elements with final comments integrated in documents.
4. The Consultant will hold a public hearing in August, 2015 on the Draft and consider relevant testimony. He will summarize all comments raised during the public hearing, and integrate into the final document.
5. The Consultant will post Draft Plan and attachments in on website for public review and comment.

Deliverables: Draft of text, maps, and data for Plan completion.

2.5 IMPLEMENTATION

The Consultant will, by October 28, 2015, define and provide a schedule of municipal actions necessary to implement the strategies and recommendation of each element of the Plan. A schedule of improvements shall be provided along with recommendation for the expansion and/or replacement of public facilities. A detailed process shall be specified which outlines proposed changes and modifications to be made to the City's regulatory system (e.g. Zoning Map, Subdivision Regulations, Zoning Ordinance, etc.) to be consistent with the Comprehensive Plan.

2.5.1 Tasks:

1. The Consultant will define and propose schedule of actions to implement plans.
2. The Consultant will provide a general schedule of improvements.

3. The Consultant will outline the periodic review process for the Plan and Plan updates.

Deliverables: Entire text of all elements, integrated into one document, including schedule of improvements, maps, photographs, and graphs.

The Consultant shall assist the City in obtaining all necessary regulatory permits.

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

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.

**PART FIVE
REVIEWS AND SUBMITTALS**

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 damage 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

1.0 Background

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

2.0 Definitions

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

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

- a. Self-employed individuals, business entities filling articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, foreign liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.
- b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, 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-FUNDE 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)

3.0 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.

4.0 Contracts Involving Business Entity, or Employer

As a condition for the award of any contract, grant, or incentive by the state, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees, the business entity or employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. As a condition for the award of any contract, grant, or incentive by the state, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees within the state of Alabama, **the business entity or employer shall provide documentation establishing that the business entity or employer is enrolled in the E-Verify program.** During the performance of the contract, the business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations.

5.0 Contracts Involving Subcontracting

Any 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.

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

END OF SAMPLE CONTRACT

**EXHIBIT "A"
FEE SCHEDULE**

(INSERT FEE SCHEDULE HERE AFTER AWARDED BID)

INVITATION SUMMARY

RFQ PS017-14 Professional Consulting Services for City of Fairhope Comprehensive Plan Update 2014 / 2015

Request for Qualifications	PS017-14 Professional Consulting Services for City of Fairhope Comprehensive Plan Update 2014 / 2015
Issue Date:	07-11-14
Certificate of Insurance Requirements:	See Standard Terms and Conditions
Deadline for Questions Date:	08-04-14 Tuesday 2:00 pm
RFQ Closing Date:	08-07-14 Thursday 2:00 pm
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 PS017-14 Professional Consulting Services for the City of Fairhope Comprehensive Plan Update 2014/2015

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