

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

March 16, 2012

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. March 26, 2012**, and then publicly opened thereafter, for furnishing professional services required by the City of Fairhope and described as follows:

RFQ for PS012-12 Professional Services for Web Design

Questions or comments pertaining to this proposal must be presented in writing, or sent as e-mail 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.

All proposals must be on blank forms provided in the Proposal Documents.

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 Bidder'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 bid 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 Vendor 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 Professional Services 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 Professional Services firm will meet all current licensing and certifications necessary to perform the scope of work. In addition, the awarded vendor, 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.

Daniel P. Ames,
Purchasing Manager
Posted: 03-16-12

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

**RFQ PS012-12
PROFESSIONAL SERVICES
FOR
WEBSITE DESIGN**

**MAYOR
Timothy M. Kant, Mayor
FAIRHOPE CITY COUNCIL
Lonnie L. Mixon, Council President**

POSTED: 03-16-12

CITY OF FAIRHOPE
REQUEST FOR QUALIFICATIONS (RFQ)
Relating to:
Professional Services for Website Design

1.0 Background

- 1.1 The City of Fairhope, Al is located in Baldwin County Al., on the shore of Mobile Bay. The City provides a variety of websites to service its citizens. The existing websites serve the Fairhope and surrounding area population of 17,000 plus, and serve as a window to the world to showcase our city.

2.0 Purpose

- 2.1 The Request for Qualifications (RFQ) is issued as contained in this document. City of Fairhope is soliciting proposals for professional services to include but not be limited to: designing websites. The City of Fairhope reserves the right to select more than one Professional Service firm. Attached to the back of this RFP is a sample, non-exclusive agreement that the successful proposers will be required to execute.
- 2.2 Provide citizens and businesses with more timely and useful information.
- 2.3 Make it easier for website visitors to find the information they need.
- 2.4 Distribute content management and authorship to non-technical staff members throughout the City.

3.0 Location / Layout

- 3.1 City of Fairhope, Al.

4.0 Scope of Work

- 4.1 The City is seeking an experienced Professional Services firm which will provide the professional services as required to design websites for the City.
- 4.2 The Consultant shall provide all Professional Services necessary to design websites for the City of Fairhope, including, but not limited to, the following components:
- 4.2.1 Attractive Design: A website design that reflects the City of Fairhope, draws people in, and makes it immediately obvious that the website is the best place to get information and access resources.
- 4.2.2 Intuitive Navigation: Information should be easy to find with the most important information accessible from the homepage to make it easier for website visitors.
- 4.2.3 Content Management System: Implement a proven content management system to facilitate content updates by non-technical staff throughout the City.

- 4.2.4 Integrated Interactive Components and Features: Interactive components and features will make the website more engaging while improving usability and simplifying content updates for staff.
- 4.2.5 Integrated Web 2.0: The new website should include Web 2.0 features such as RSS feeds, Google Maps and optional integrated OneClick Social Networking™ with Twitter and Facebook to enable more immediate, fluid and targeted communications to the City's audiences.
- 4.2.6 Integration of Third-Party Components and Databases: Existing web-applications and databases should be incorporated to the new website.
- 4.2.7 Creative design that reflects our community and creative design elements that capture the essence of the City.
- 4.2.8 Highly functional layout that makes important information available from the homepage and pages throughout the site.
- 4.2.9 Photos and collages of recognizable landmarks, scenery of the City, and the local area.
- 4.2.10 Consistent look and feel throughout the site to make it easier for website visitors to navigate the site and find information they need.
- 4.2.11 Section 508 Compliance making it accessible to persons with disabilities.
- 4.2.12 Easy to use drop down menus helping users to quickly understand navigation and locate information with the least amount of clicks.
- 4.2.13 Breadcrumbs showing the user's current path to let them know exactly where they are on the website.
- 4.3 The primary audiences of the website include:
 - 4.3.1 Local residents
 - 4.3.2 Local businesses
 - 4.3.3 Visitors
 - 4.3.4 Our staff and elected officials Other audiences could include:
 - 4.3.5 Prospective residents
 - 4.3.6 Prospective businesses
 - 4.3.7 Media
 - 4.3.8 Residents of surrounding cities
- 4.4 The Consultant shall obtain all necessary regulatory permits.
- 4.5 Projected Hours and Estimated Costs
 - 4.5.1 In addition to a Fee Schedule, submit a detailed estimate of hours and costs

for the work.

4.5.2 Submit the Fee Schedule estimated hours and associated costs in a separate sealed envelope clearly marked "FEE SCHEDULE".

4.5 The City of Fairhope will provide the following services:

4.5.1 Designate a project manager.

5.0 Description and Abstract:

5.1 The City shall request from selected firms (minimum of three, if possible) for each project that 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 specific projects. Interviews or decisions may be required during evaluation of technical proposals.

5.2 A committee of five (5) consisting of the of the Mayor, City Administrator, Purchasing Manager, Electric Superintendent, and one (1) member of City Council, will evaluate and rank the professionals the committee feels are most qualified to provide the required service(s).

5.3 After City Council approves the firm selection, The City shall then negotiate a contract with the firm ranked by the City as most qualified.

5.4 Should the City not be able to negotiate a contract with the firm ranked most qualified 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.

5.5 This procedure may also be suspended when the City Council determines that an emergency exists.

5.6 Qualifications of any sub-consultant(s) used to obtain qualification in the various areas are to be included in the firm's statement of qualifications.

5.7 Upon final RFQ submittal and review by the City of Fairhope, the Fairhope City Council will award the contract.

6.0 Request for Qualifications

6.1 Six (6) 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.

6.2 Statement of Qualifications and Work History, to include but not necessarily be

limited to:

- 6.2.1 Documentation of qualifications of the proposed project team on projects of similar size and complexity.
- 6.2.2 Proposed Subcontractors with their proposed portion of the work and a listing of the appropriate qualifications and references with phone numbers
- 6.2.3 Detailed scope and project approach
- 6.2.4 Provide names and phone numbers of three references

7.0 Format

- 7.1 Statement of Qualifications should include, but is not limited to, the following:
 - 7.1.1 Cover letter and letter of interest (LOI) identifying the projects for which the firm is requesting consideration. List projects of similar nature to scope of work, include references.
 - 7.1.2 Name of firm, address and telephone number. A primary contact with phone number and email shall also be provided.
 - 7.1.3 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).
 - 7.1.4 Number and type of similar projects in which each individual has been involved. Include reference contact information.
 - 7.1.5 Key personnel are defined as registered professional consultants, heavily experienced technicians, and any other applicable resources related to projects of this nature.
 - 7.1.6 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 firm's ability to generally respond to the City's project needs.
 - 7.1.7 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.
 - 7.1.8 A statement detailing the firm's Quality Assurance Program.

7.1.9 All necessary information required of the attached City of Fairhope
EXHIBIT A: QUALIFICATION STATEMENT EVALUATION.

8.0 Selection Procedure

8.1 The selection of the Consultant will be completed by the City of Fairhope City Council at a regular Council meeting. Preliminary review will be performed in compliance with the City Council approved selection procedure, by the selection committee. The awarded firm will be selected without regard to race, color, religion, sex, or national origin. The committee will recommend to the Fairhope City Council the firm that scores the highest in the evaluation process. The Committee will conduct interviews with up to the top, five (5) scoring firms, prior to a final recommendation. 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.

9.0 Notification

- 9.1 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
- 9.2 The Request for Qualifications is not to be construed as a contract or as a commitment of any kind
- 9.3 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
- 9.4 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
- 9.5 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;
- 9.6 The City of Fairhope reserves the sole right to:
- 9.6.1 Evaluate the qualifications submitted;
- 9.6.2 Waive any irregularities within
- 9.6.3 Select candidates for the submittal of more detailed qualifications and presentation
- 9.6.4 Accept any submittal or portion of a submittal; and/or 5) reject any or all submittals, solely at its discretion

10.0 Application Deadline

10.1 2:00 p.m. on Thursday, March 26, 2012

11.0 Submit RFQs To:

**11.1 City of Fairhope
Purchasing Manager
P.O. Box 429
555 South Section Street
Fairhope, Al 36533
Phone: 251-990-8003
Email: dan.ames@cofairhope.com**

CITY OF FAIRHOPE **EXHIBIT A:**
QUALIFICATION STATEMENT EVALUATION

Qualifications for: PS012-12 Professional Services for Website Design

Proposal Evaluation Form					
Project:	IT002-12 Website Design				
Qual. Req.:					
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	
	SUBTOTAL OF POINTS				
Project Team	Consultant's and Sub-consultants' Experience on Similar Projects			5	
	Working Relationship within Project Team (Consultant and Sub-consultants)			3	
	Project Manager's Experience on Similar Projects			4	
	Key Task Managers' Experience on Similar Projects			5	
	Location of Key Staff Members (Consultant and Sub-consultants)			4	
	SUBTOTAL OF POINTS				
Past Performance	Quality of Consultant's/Sub-consultants' 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 Activities			4	
	Consultant's/Sub-consultant's Success in Controlling Project Costs			5	
	Consultant's/Project Manager's Ability to Communicate Effectively with Agency			5	
	SUBTOTAL OF POINTS				
	TOTAL POINTS				

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.

SAMPLE CONTRACT

**CONTRACT DOCUMENTS AND
SPECIFICATIONS**

FOR

PROFESSIONAL SERVICES

FOR WEBSITE DESIGN

RFQ PS0012-12

THE CITY OF FAIRHOPE

MAYOR

Timothy M. Kant, Mayor

FAIRHOPE CITY COUNCIL

Lonnie L. Mixon, Council President

Set No. _____

CONTRACT FOR PROFESSIONAL WEBSITE DESIGN SERVICES

THIS CONTRACT, made and entered into this _____ day of _____, 2012, by and between the **City of Fairhope**, Alabama (hereinafter called "**CITY**") acting by and through its governing body, the **FAIRHOPE CITY COUNCIL**, and _____ of _____, Alabama (hereinafter called the "**CONSULTANT** "),

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, Alabama

PROJECT: Professional Website Design
Services for Project IT002-12,
Website Design

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 NUMBER: IT002-12

PROJECT NAME: Website Design

PROJECT

INFORMATION: The Request for Qualifications (RFQ) is issued as contained in this document. City of Fairhope is soliciting proposals for professional services to include but not be limited to: design City websites. The City of Fairhope reserves the right to select more than one Professional Services

firm. Attached to the back of this RFP is a sample agreement that the successful proposers will be required to execute.

- 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.
- 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 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 The **CONSULTANT** will be responsible for:
 - 2.1 Providing the professional services required to complete Project No. IT002-12, Website Design.
 - 2.2 The City is seeking an experienced Professional Services firm which will provide the professional services as required to design websites for the City.
 - 2.3 The Consultant shall provide all Professional Services necessary to design websites for the City of Fairhope, including, but not limited to, the following components:
 - 2.4 Attractive Design: A website design that reflects the City of Fairhope, draws people in, and makes it immediately obvious that the website is the best place to get information and access resources.
 - 2.5 Intuitive Navigation: Information should be easy to find with the most important information accessible from the homepage to make it easier for website visitors.
 - 2.6 Content Management System: Implement a proven content management system to facilitate content updates by non-technical staff throughout the City.
 - 2.7 Integrated Interactive Components and Features: Interactive components and features will make the website more engaging while improving usability and simplifying content updates for staff.
 - 2.8 Integrated Web 2.0/Gov 2.0: The new website should include Web 2.0 features

such as RSS feeds, Google Maps and optional integrated OneClick Social NetworkingTM with Twitter and Facebook to enable more immediate, fluid and targeted communications to the City's audiences.

- 2.9 Integration of Third-Party Components and Databases: Existing web-applications and databases should be incorporated to the new website.
- 2.10 Creative design that reflects our community and creative design elements that capture the essence of the City.
- 2.11 Highly functional layout that makes important information available from the homepage and pages throughout the site.
- 2.12 Photos and collages of recognizable landmarks, scenery of the City, and the local area.
- 2.13 Consistent look and feel throughout the site to make it easier for website visitors to navigate the site and find information they need.
- 2.14 Section 508 Compliance making it accessible to persons with disabilities.
- 2.15 Easy to use drop down menus helping users to quickly understand navigation and locate information with the least amount of clicks.
- 2.16 Breadcrumbs showing the user's current path to let them know exactly where they are on the website.
- 2.17 The primary audiences of the website include:
 - 2.18 Local residents
 - 2.19 Local businesses
 - 2.20 Visitors
 - 2.20 Our staff and elected officials Other audiences could include:
 - 2.21 Prospective residents
 - 2.22 Prospective businesses
 - 2.23 Media
 - 2.24 Residents of surrounding cities
 - 2.25 The Consultant shall obtain 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 Exhibit "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 D 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 **CONSULTANT** in connection with their service under this CONTRACT. The

CONSULTANT specifically agrees that the subcontractors, agents, or employees of **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 **CONSULTANT** or anyone for whose acts **CONSULTANT** may be liable. Such indemnity shall not be limited by reason of any insurance coverage provided.

The **CONSULTANT**, at its sole expense, shall obtain and maintain in force the following insurance to protect the **CONSULTANT** and the **CITY** for all acts performed pursuant to this agreement. The limits and coverage specified are the minimum to be maintained and are not intended to represent the correct insurance needed to fully protect the **CONSULTANT**.

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.

NO WORK IS TO BE PERFORMED UNTIL PROOF OF COMPLIANCE WITH THE INSURANCE REQUIREMENTS HAS BEEN RECEIVED BY THE CITY.

(a) 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

(b) 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

- Coverage to include:
- Premises and operations
 - Personal Injury and Advertising Injury
 - Products/Completed Operations
 - Independent Contractors
 - Blanket Contractual Liability
 - Broad Form Property Damage

The CONSULTANT shall name the CITY, its employees and agents as additional insured in all applicable categories.

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

(c) 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) year after completion and acceptance by the **CITY**.

Limits of Liability

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

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

The **CITY** will review all submittals made during the contract period. The purpose and scope of this review will be limited to 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** 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 **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.

IN WITNESS WHEREOF, the parties hereto have executed this contract in triplicate(3) on the day and year first above written.

CITY SIGNATURES

CITY OF FAIRHOPE

BY:

TIMOTHY M. KANT
MAYOR

ATTEST:

LISA A. HANKS
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** and **Lisa A. Hanks**, whose names as Mayor and City Clerk, respectively, of the City of Fairhope, are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, they as such officers 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 _____ 2012.

Notary Public _____

My Commission Expires ____/____/____

PROFESSIONAL CONSULTANT SIGNATURES

If Individual or Partnership

(Name of Individual or Partnership)

(Name of Partner Print)

(Name of Representative Authorized to sign Bids and Contracts for the firm Print)

(Name of Partner Print)

(Name of Representative Authorized to sign Bids and Contracts for the firm Signature)

(Address) _____

(Address) _____

(Address) _____

Phone Number () _____ Fax() _____

Email _____

Alabama License No. _____ Federal ID Number _____

State of Alabama Foreign Vendor Registration No. _____

If Corporation or LLC

Company _____

State of Incorporation _____

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

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

(Address) _____

(Address) _____

(Address) _____

Phone Number () _____ Fax() _____

Email _____

Alabama License No. _____ Federal ID Number _____

State of Alabama Foreign Vendor Registration No. _____

NOTARY FOR THE PROFESSIONAL CONSULTANT:

STATE OF _____ }

COUNTY OF _____ }

I, the undersigned authority in and for said State and County, hereby certify that

_____,
(person authorized to sign contracts -- print or type)

as _____, respectively,
(title of person authorized to sign contracts -- print or type)

of _____, whose name
(company name -- print or type)

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

Given under my hand and Notary Seal on this _____ day of _____, 2012.

Notary

_____/_____/_____
My commission Expires

(Affix Notary Seal)

CITY OF FAIRHOPE, ALABAMA
STANDARD TERMS AND CONDITIONS

ACCEPTANCE OF AGREEMENT

This Agreement contains all terms and conditions agreed upon by the Owner and Winning bidder. 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 Winning Bidder 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 Contractor. 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.

ACCEPTANCE OF WORK

The City of Fairhope will be deemed to have accepted the Work after the City of Fairhope agrees the Work is completed by signature on delivery or service tickets. In the event Work furnished under the Contract / Agreement / Purchase Order is found to be defective or does not conform to the intent of the Contract / Agreement / Purchase Order, the awarded vendor shall, after receipt of notice from the City of Fairhope, correct the deficiencies. Failure on the part of the awarded vendor to properly correct the deficiencies within the time period allowed will constitute the City of Fairhope's right to cancel the Contract / Agreement / Purchase Order immediately, upon written notice to the awarded vendor.

ADDENDA

All Addenda are part of the Contract Documents. Include resultant costs in the Bid. Addenda will be issued by FAX or Email to all Bidders on record, and posted to the City of Fairhope

Website www.cofairhope.com. It is the responsibility of the bidder to verify that all addenda have been received, and to include all signed addenda in the bid submission

ADDITIONAL ORDERS

Unless it is specifically stated to the contrary in the bid response, the City of Fairhope reserves the option to place additional orders against a contract awarded as a result of this solicitation at the same terms and conditions; to extend the renewal date until a new bid is in place, if it is mutually agreeable.

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.

ASSIGNMENT

The awarded vendor 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 vendor 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 vendor.

ASSURANCE OF NON-CONVICTION OF BRIBERY

The bidder hereby declares and affirms that, to its best knowledge, none of its officers, directors, or partners and none of its employees directly involved in obtaining contracts has been

convicted of bribery, attempted bribery or conspiracy to bribe under the laws of any state or Federal government.

AWARD CONSIDERATION

The following factors will be considered in determining the lowest responsible bidder: Overall quality, Conformity with specifications both general and specific, Purposes for which materials or services are required, Delivery dates and time required for delivery, Unit acquisition cost, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payments, compatibility as required, other costs, and other objective and accountable factors which are reasonable.

AWARD OR REJECTION OF BIDS

The Bid will be awarded to the lowest responsible bidder complying with conditions of the invitation for bids, provided his bid is reasonable and it is in the interest of the City of Fairhope to accept it. The bidder to whom the award is made will be notified at the earliest possible date. The City of Fairhope, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest to the City of Fairhope.

BACK ORDERS

If it is necessary to back order any items, the vendor must notify the Purchasing Department and advise as to the expected shipping or delivery date. If this date is not acceptable, the City of Fairhope may seek remedies for default.

BID AND PERFORMANCE SECURITY

If bid security is required, a bid bond or cashier's check in the amount indicated on the bid cover must accompany the bid and be made payable to The City of Fairhope of Baldwin County, Al.

Corporate or certified checks are not acceptable. Bonds must be in a form satisfactory to the City and underwritten by a company licensed to issue bonds in the State of Alabama. If bid security fails to accompany the bid, it shall be deemed unresponsive, unless the Purchasing Manager deems the failure to be non-substantial. All checks will be returned to the bidders after the contract has been approved. If a performance bond is required, the successful bidder will be notified after the awarding of the contract.

BRAND NAMES

Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items meeting the standards of quality thereby indicated will be considered, providing the bid clearly describes the article offered and indicates how it differs from the referenced brands. Descriptive literature or manufacturers specifications plus any supplemental information necessary for comparison purposes should be submitted with the bid or the bid on that item may be rejected. Reference to literature submitted with a previous bid or on file with the Division of Purchasing will not satisfy this requirement. The burden is on the bidder to demonstrate that the item bid is equivalent to the item specified in the ITB. Bids without sufficient documentation to fully support equality, may be considered non-responsive. Reference by the City of Fairhope in the ITB to available existing specifications shall be sufficient to make the terms of such specifications binding on the bidder. Unless the bidder specifies otherwise in its bid, it is understood the bidder is offering a referenced brand item as specified in the ITB or is bidding as specified when no brand is referenced. Failure to examine drawings, specifications and instructions will be at the bidder's risk.

BUSINESS LICENSE

The vendor 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 vendor 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.

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.

CERTIFICATION PURSUANT TO ACT NO. 2006-557

Alabama law (section 41-4-116, code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with act no. 2006-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false. All corporations must register to do business in Alabama with the Office of the Secretary of State. Their address is:

Office of the Secretary of State
P.O. Box 5616
Montgomery, AL 36103
(334) 242-5324
Fax: (334) 240-3138

<http://www.sos.state.al.us/index.aspx>

The Foreign Corporation form is online at <http://www.sos.state.al.us/downloads/dl1.cfm>.

COST OF REMEDYING DEFECTS

All defects, indirect and consequential costs of correcting, removing or replacing any or all of the defective materials or equipment will be charged against the awarded vendor.

DELIVERY OF BID

Bids must be received in the Purchasing Office by the date and time specified on the bid cover. All bids will be accepted until the time and date stated on the bid cover. No bids will be accepted that extend past the time and date on the bid cover. The time of receipt shall be determined by the time clock stamp in the Purchasing Department. Bids submitted by U.S. Mail must be received by the City of Fairhope of Baldwin County, Alabama, in the City of Fairhope offices, 555 South Section St., Fairhope, Al., unless otherwise specified.

DELIVERY

The number of calendar days required for delivery after receipt of a purchase order shall be stated in the RFQ / ITB / RFP and/or Purchase Orders. When no time is stated in the document, the time shall be fourteen (14) calendar days after receipt of order. If a shipment is not made within the time period specified, the Purchase Order may be canceled.

ENVIRONMENTAL REQUIREMENTS

All products will be clearly labeled for their intended use. Each delivery of product or materials will include a Material Safety Data Sheet (MSDS) for all materials that require an MSDS. All manufacturers/distributors of hazardous substances, including any of the items listed on this bid/quote/contract and subsequent award must include completed material safety data sheet (MSDS) for each hazardous material. Additionally, each container of hazardous materials must be appropriately labeled with:

- a) The identity of the hazardous material,
- b) Appropriate hazard warnings, and manufacturer, importer, or other responsible party.

EQUIPMENT DEMONSTRATION

The City of Fairhope may require equipment/ product materials or service techniques to be demonstrated at a time, date and location to be specified by the City of Fairhope.

EQUIPMENT ELECTRICAL CERTIFICATION

All electrical equipment purchased shall conform to, and be identified in, the applicable standard(s), or otherwise be certified as applicable, as of the bid opening date and time, by Underwriters Laboratories, Inc. or other recognized laboratory facility. Bidder must provide satisfactory documentation with returned bid that all such equipment meets the applicable product standard or has otherwise been certified as outlined above. Unless indicated in the bid document, the above certification shall apply to the equipment itself, not the individual components of that equipment.

ERRORS IN BID

Bidders are assumed to be informed regarding conditions, requirements and specifications prior to submitting bids. Failure to do so will be at the bidder's risk. Bids already submitted may be withdrawn without penalty prior to bid opening. Errors discovered after the bid opening may not be corrected.

FORCE MAJEURE

Neither the City nor the awarded vendor 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 vendor 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 vendor. The burden of proof for such relief rests with the vendor. All correspondence pertaining to cancellation of a purchase order or term contract must be addressed to the City of Fairhope Purchasing Manager.

HAZARDOUS AND TOXIC SUBSTANCES

Bidder must comply with all applicable Federal, State, County and City laws, ordinances and regulations relating to hazardous and toxic substances, including such laws, ordinances and regulations pertaining to information hazardous and toxic substances, and as amended from time to time. Bidder shall provide the City of Fairhope with a "Material Safety Data Sheet" for all goods that carry one.

INDEMNITY

The awarded vendor hereby agrees to indemnify and save harmless the City of Fairhope, its officers, agent, and employees, from and against any and all liabilities, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including reasonable attorneys fees for trial and on appeal, of any kind and nature, arising or growing out of, or in any way connected with the performance of this Contract / Agreement / Purchase Order, to the extent caused by a negligent act or omission of the awarded vendor, their agents, servants, employees, Subcontractors, or others associated with the awarded vendor. The awarded vendor shall be responsible for damage to any equipment excluded from this agreement, or damage or injury caused by any equipment excluded from this agreement, only to the extent that the damage or injury is caused by a negligent act or omission of the awarded vendor, or caused by failure of the awarded vendor's supplied product

to perform as specified.

INSPECTION

All materials, workmanship, equipment, and supplies are subject to inspection and test at any source or time. Final inspection, acceptance or rejection will be made at delivery destination. Goods that do not meet specifications will be rejected unless substitutions have been approved by the City of Fairhope. Failure to inspect or to reject upon receipt, however, does not relieve the awarded vendor of liability. When subsequent tests, after receipt, are conducted and when such tests reveal a failure to meet specifications, the City of Fairhope will reject the goods and the awarded vendor shall immediately supply goods meeting specifications or the City of Fairhope may seek damages including but not limited to the testing expense, regardless of whether a part of or all of the goods have been consumed through the testing process. Rejected goods shall be removed by the awarded vendor promptly after rejection, at his expense. If not removed in fourteen (14) calendar days, they may be disposed of at the discretion of the City of Fairhope. Disposal costs will be the awarded vendor's responsibility.

INSPECTION OF PREMISES

At reasonable times, the City may inspect those areas of the awarded vendor's place of business that are related to the performance of a Contract / Agreement / Purchase Order. If the City makes such an inspection, the awarded vendor must provide reasonable assistance. The City of Fairhope reserves the right on demand and without notice all the vendor's files associated with a subsequent Contract / Agreement / Purchase Order where payments are based on the awarded vendor's record of time, salaries, materials, or actual expenses. This same clause will apply to any subcontractors assigned to the Contract / Agreement / Purchase Order.

INSURANCE

If a Contract / Agreement / Purchase Order results from this RFQ /ITB /RFP, or other form of solicitation, the awarded vendor 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 vendor's operations under this Contract / Agreement / Purchase Order, or by anyone directly or indirectly employed by him/her.

INVITATION TO BID

Any provisions made in the RFQ / ITB / RFP, or other form of solicitation, supersedes any provisions outlined here in the General Terms and Conditions.

INVOICING, DELIVERY, PACKAGING

Invoices shall be prepared only after ordered materials have been delivered. All invoices must show the purchase order number. Unless otherwise specified in writing, vendors shall not ship any material without an authorized Purchase Order from the City of Fairhope Purchasing Department. All packages delivered must show the purchase order number. The awarded vendor will be required to furnish all materials, equipment and/or service called for at the bid price quoted. In the event the awarded vendor fails to deliver within a reasonable period of time, as determined by the City of Fairhope, the right is reserved to cancel the award and subsequent purchase order and purchase from the next lowest responsible bidder the items needed. The original awarded vendor will be back charged the difference between the original contract price and the price the City of Fairhope has to pay as a result of the failure to perform by the original awarded vendor. All bids will remain firm for acceptance for 60 days from the date of

bid opening. Prices shall be net F.O.B., Prepaid and Allow, City of Fairhope chosen site, Baldwin County, Al. The title and risk of loss of the goods will not pass to the City of Fairhope until receipt and acceptance takes place at the F.O.B. point.

LABELING

Individual shipping cartons shall be labeled with the name "City of Fairhope", Purchase Order Number, and where applicable, Contract Number, date of manufacture, batch number, storage requirements, conditions, and recommended shelf life. Bidders are encouraged to offer product packaging with recycled content.

LOSS OR DAMAGE IN TRANSIT

Delivery by a vendor to a common carrier does not constitute delivery to the City of Fairhope. Any claim for loss or damage incurred during delivery shall be between the vendor and the carrier. The City of Fairhope accepts title only after satisfactory receipt at the delivery point. The City of Fairhope shall note all visible damages on the freight bill and may refuse the damaged goods. The vendor shall make immediate replacement of the damaged merchandise or be subject to damages for breach of contract. If damage is to a small portion of a total shipment and the City of Fairhope will not be inconvenienced because of the shortage, the vendor may be permitted by the Purchasing Manager to deduct the amount of damage or loss from its invoice, in lieu of replacement. Risk of loss during delivery is borne by the vendor until the goods have been accepted by the City of Fairhope, unless otherwise specified in the RFQ / ITB / RFP or other form of solicitation.

MANDATORY SITE VISIT

If the RFQ / ITB /RFP or other form of solicitation requires a mandatory site visit, bidders must inspect the site where installation or service is to take place to obtain a full understanding of

scope of work outlined therein. Date of site visit will be determined by the City of Fairhope.

MONITORING OF SERVICES

Performance of services will be monitored by the requisitioning department and/or the Purchasing Department, and evaluation reports may be filed

with the Purchasing Department. Performance not meeting specifications will result in cancellation of Contract / Agreement / Purchase Order and may result in vendor being removed from the vendor list.

NONCONFORMING MERCHANDISE

When merchandise received from the lowest responsible bidder is not in accordance with the purchase order, it will be returned to the bidder, at bidder's expense.

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.

NON EXCLUSIVE

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

NOTIFICATION AND ACCIDENT REPORTS

In the event of accidents of any kind, in the performance of a Contract / Agreement / Purchase Order, the awarded vendor 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 vendor 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.

PACKAGING

All goods must be packaged in new packing containers. Packing that meets the requirements of common carriers is acceptable, unless otherwise required. A packing slip or invoice must accompany all shipments and must reference the purchase order number.

PAYMENT

Invoices -- Upon completion of service and delivery of materials specified in the applicable purchase order, awarded vendor will submit an invoice and signed delivery ticket to:

City of Fairhope
Accounts Payable Department
P.O. Box 429
Fairhope, Al. 36533

All invoices must reference appropriate Purchase Order Numbers Payment of Invoice: All invoices received by the City of Fairhope are payable within thirty (30) days from the date of receipt by the City of Fairhope, provided they are approved by the City of Fairhope.

PAYMENT WITHHELD

Payment may be withheld until all items have been delivered and all requirements of the Contract / Agreement / Purchase Order have been fulfilled.

RECEIPT BY CITY OF FAIRHOPE

If not otherwise stated in the order, the City of Fairhope will be said to have received goods

when they have been delivered, unloaded and placed on the agency's dock or if there is no dock, inside an accessible building, and signed for by an authorized City employee. Shipments will be checked against the receiving copy of the Purchase Order. If the purchase order requires grading certificates, USDA Stamps, or any proof of quality, such proof must accompany the shipment.

SET-UP AND INSTALLATION

Unless otherwise specified, bid / quotation to include cost of all uncrating, disposal of shipping materials, set-up, testing and initial instruction to agency personnel.

SPILL CLEAN UP

The awarded vendor shall be responsible for spillage caused by their negligence, which occurs during transit or unloading operations. The awarded vendor shall immediately report and clean up any spillage. Upon failure to do so, the awarded vendor shall remain responsible for all actual related costs.

PRODUCT TESTING

Vendor shall incur all cost involved in obtaining an Independent Laboratory Test if the City deems necessary during the term of the Contract / Agreement / Purchase Order. The City of Fairhope reserves the right to request a demonstration of any and all items bid before making the award.

PATENTS

Awarded vendor guarantees that the sale and / or use of goods will not infringe upon any U.S. or foreign patent. Awarded vendor will at his / her own expense, indemnify, protect and save harmless the City of Fairhope, on any patent claims arising from the purchase of goods or services.

PACKAGING

Unless otherwise specified, goods are to be packaged in cartons meeting federal specifications and shipped on non-returnable pallets.

PERMITS LICENSES AND CERTIFICATES

The awarded vendor is to procure all permits, licenses, and certificates, or any approvals of plans or specifications as may be required by Federal, State, Local Laws, ordinances, rules, and regulations, for the proper execution and completion of Work covered under the Contract / Agreement / Purchase Order.

PREPARATION OF BID

All bids / proposals shall be typewritten or in ink on the form(s) prepared by the City of Fairhope. Bids / proposals prepared in pencil will not be accepted. All bids / proposals must be signed by officials of the corporation or company duly authorized to sign bids / proposals. Any bid / proposal submitted without being signed will automatically be rejected. All corrections or erasures shall be initialed and dated by the person authorized to sign quotations / bids / proposals. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail.

QUESTIONS / CONTACT

Commencing with the issuance of the RFQ / ITB / RFP, or other form of solicitation, no vendor or anyone acting on a vendor's behalf, shall make direct or indirect contact with City personnel or undertake any activities or take any action to otherwise promote its quotation / bid / proposal to the City or its personnel. All communications shall be made to the contact identified in the quotation / bid / proposal documents. Violation of this requirement may, at the City's sole and

absolute discretion, be grounds for disqualifying a vendor from further consideration.

REJECTION OF BIDS

The City of Fairhope reserves the right to accept or reject any or all bids in whole or in part for any reason, to waive technicalities or informalities, or to advertise for new proposals, if, in the judgment of the awarding authority, the best interest of the City of Fairhope will be promoted thereby. Bidders may be disqualified and rejection of proposals may be recommended for any of (but not limited to) the following causes: Failure to use the bid forms furnished by the City of Fairhope, Lack of signature by an authorized representative on the bid form, Failure to properly complete the bid form and vendor compliance, Evidence of collusion among bidders, Unauthorized alteration of the bid form.

RIGHT TO AUDIT

The awarded vendor shall maintain documentation of all work performed. The awarded vendor 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 the expiration of the Contract / Agreement / Purchase Order.

SAMPLES

Bidders will not be required to furnish samples at the time of bid opening, unless specifically called for. The City of Fairhope reserves the right to request samples after bid opening to assist in the evaluation of proposals submitted.

SAFETY MEASURES

The awarded vendor shall take all necessary precautions for the safety of the City of Fairhope's and awarded vendor's employees at

the Work site, and shall erect and properly maintain at all times, all necessary safeguards for the protection of the workmen and the public. The awarded vendor shall post signs warning against hazards in and around the Work site.

SUBSTITUTIONS

Substitutions on a purchase order shall require the approval of the Originating Buyer. The City of Fairhope reserves the right to reject at destination and hold at the vendor's risk and expense any goods supplied by the vendor which do not conform to the specification or description embodied in the order or are inferior in any respect to the good specified. Any good bought by sample which is inferior in quality to the sample submitted by vendor will be rejected. Any goods delivered that do not meet specifications may be returned to the vendor at its expense. When a good is returned, the vendor must make immediate replacement with acceptable merchandise or the City of Fairhope may seek remedies for default.

TABULATION

Bid results are posted on The City of Fairhope's web site: www.cofairhope.com . The awarded vendor will be sent a written notification via mail

TAXES

Prices quoted shall be delivered prices, exclusive of all federal or state excise, sales, and manufacturer's taxes. The City will assume no transportation or handling charges other than specified in the RFQ, ITB, RFP or other form of solicitation. The City is tax exempt by law – Code of Alabama 1975.

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 vendor.

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 vendor has failed to meet the requirements of the Contract / Agreement / Purchase Order.

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.

TIME IS OF THE ESSENCE

The City of Fairhope and awarded vendor agree that time is of the essence in the performance of Work called for under this Contract / Agreement / Purchase Order. The awarded vendor agrees that all work will be accomplished regularly, diligently and uninterrupted at such a rate of progress as will ensure full completion thereof within reasonable time periods.

TITLE

All titles, fees, as well as other charges, are to be paid by awarded vendor. Awarded vendor is

to furnish prepaid certificate of title in the name of the City of Fairhope, Title shall change upon acceptance of delivery at the City of Fairhope

VENDOR LIST

A vendor may be removed from the City of Fairhope's Bidders List if a vendor fails to respond to three (3) consecutive ITB's. A properly submitted "No Bid" is considered as a response and the vendor will receive credit for the response.

WARRANTY

The awarded vendor expressly warrants that all articles, materials, and work offered shall conform to each and every specification, drawing, sample, or other description which is furnished to or adopted by the City of Fairhope, and that it will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defects. The awarded vendor further warrants all items for a period of one year, unless otherwise stated, from

the date of acceptance of the items delivered and installed or work completed. All repairs, replacements, or adjustments during the warranty period will be at the awarded vendor's sole expense. Awarded vendor will provide written warranty for all parts and labor for a period of (1) one year commencing from date of written acceptance of delivery by City of Fairhope. Awarded vendor will provide written copies of all other applicable warranties, such as, Manufacturer's warranty. Those warranties, if any, will be in addition to the awarded vendor's warranty, and the terms of which will not be altered by the awarded vendor's warranty.

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.

EXHIBIT "A"

FEE SCHEDULE

INSERT FEE SCHEDULE HERE AFTER AWARDED BID

END OF SAMPLE CONTRACT

INVITATION SUMMARY
RFQ PS 012-12
Professional Services for Website Design

Request for Qualifications

**PS012-12 Professional Services for
Website Design**

Issue Date:	03-16-12
Bid Bond Requirements:	not applicable
Certificate of Insurance Requirements:	See Standard Terms and Conditions
Pre-Bid Meeting:	not applicable
Deadline for Questions Date:	03-21-12 2:00 pm
RFQ Closing Date:	03-26-12 2:00 pm
City Internet Site:	www.cofairhope.com
RFQ copies to submit:	six (6)
Purchasing Department Contact:	Daniel P Ames, Purchasing Manager Dan.ames@cofairhope.com (251) 928-8003

END OF INVITATION SUMMARY

BIDDER INFORMATION

Please print this section and turn in with your bid response

BIDDER INFORMATION FOR RFQ PS012-12 Professional Services for Website Design

Business Organization

Name of Bidder (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 ___

END OF BIDDER INFORMATION SECTION