

CITY OF FAIRHOPE, AL

INVITATION REQUEST FOR QUALIFICATIONS (RFQ)

Sealed proposals will be received by the City of Fairhope of Baldwin County, Alabama, in the City of Fairhope offices, 555 South Section St. Fairhope, Alabama, **until 9:00 A.M. Thursday, November 5, 2015**, and then publicly opened thereafter, for furnishing professional services required by the City of Fairhope and described as follows:

RFQ for PS015-15 Consulting Services for Comprehensive Education Study

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, <http://www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx>

Daniel P. Ames,
Purchasing Manager
Posted: 10-08-15

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

**RFQ PS015-15
CONSULTING SERVICES
FOR
COMPREHENSIVE EDUCATION STUDY**

**MAYOR
Timothy M. Kant, Mayor**

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

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

Relating to:

Professional Consulting Services for Comprehensive Education Study

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 include but not be limited to evaluation and assessment of the future of education for schools in the Fairhope feeder pattern as outlined in the Scope of Work. The City of Fairhope reserves the right to select more than one Professional Service firm. Attached to this RFP is a sample non-exclusive agreement that the successful proposers will be required to execute.

Location / Layout

All locations served by City of Fairhope, Alabama.

Description

Professional consulting services to include but not be limited to evaluation and assessment of the future of education for schools in the Fairhope feeder pattern as outlined in the Scope of Work.

Scope of Work

The City is seeking an experienced Consultant who will collect accurate and up-to-date data, information, and knowledge and to organize prodigious and complex data concerning the state of education in Baldwin County into a simple and well-understood narrative for the citizens of Fairhope.

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.

The overall objectives for the request for qualifications are:

1. Submit qualifications for the scope of work.
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 "FEE SCHEDULE".
4. See Contract: Part Two, Project Scope for detailed scope of work.

Format

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

1. Cover letter and letter of interest (LOI) identifying the projects for which the firm is requesting consideration. List three (3) projects of similar nature to scope of work, include references. It shall be vitally important to highlight any and all projects the firm has managed relating specifically to conducting comprehensive education studies.
2. Name of firm, address and telephone number. A primary contact with phone number and email shall also be provided.
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).
 - 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. 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.
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 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

9:00 a.m. on Thursday, November 5, 2015

Submit RFQs To:

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

SAMPLE CONTRACT

**CONTRACT DOCUMENTS AND
SPECIFICATIONS**

FOR

RFQ PS015-15

CONSULTING SERVICES

FOR

COMPREHENSIVE EDUCATION STUDY

THE CITY OF FAIRHOPE

MAYOR

Timothy M. Kant, Mayor

FAIRHOPE CITY COUNCIL

Jack Burrell, Council President

Set No. _____

CONTRACT

CONSULTING SERVICES

FOR COMPREHENSIVE EDUCATION STUDY

THIS CONTRACT, made and entered into this ____ day of _____, 2015, 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**") for

RFQ PS 0015-15 Consulting Services for Comprehensive Education Study

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: Consulting Services Pertaining to Comprehensive Education Study

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. _____

PROJECT NAME Comprehensive Education Study

PROJECT INFORMATION: Professional consulting services to include but not be limited to evaluation and assessment of the future of education for schools in the Fairhope feeder pattern as outlined in the 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 FOUR (4) months from ___/___/___, with the option to extend the contract for up to TWO (2) additional months if terms and conditions remain the same, and both parties are in written agreement to extending 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 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 primary responsibility of the Consultant is to collect accurate and up-to-date data, information, and knowledge; and to organize prodigious and complex data concerning the state of education in Baldwin County into a simple and well-understood narrative for the citizens of Fairhope. This narrative should include information from pertinent past history that has contributed to our current situation, such as previous educational studies commissioned by the City of Fairhope; the growth trends (past, present and future) of Baldwin County, and the City of Fairhope; the financial constrictions of a system as large as Baldwin County with current tax structure in place; the academic performance standards, electives, enrichments, and extra-curricular criteria that would place schools within the Fairhope feeder pattern into the Top Ten ranking in Alabama.
- 2.0.2 The Consultant will need to be well versed with key tenets of the State of Alabama Department of Education rules and regulations, such as the state equity funding program; millage and ad valorem tax calculations; and legislative requirements to research potential special tax districts for education and/or the establishment of an independent school district for the City of Fairhope including students in its feeder pattern.
- 2.0.3 Due to the large breadth of data collection from disparate sources, it is highly likely that the Consultant hired consider the utilization of subcontractors to collect and assemble data, eventually requiring the "lead" consultant to integrate data collected into one seamless document.
- 2.0.4. The Consultant will be required to communicate either in person or via conference call with the City of Fairhope's Education Advisory Committee at least one time per week during the accumulation of information for the Study.

2.1 GENERAL DATA COLLECTION

The Consultant will organize and lead the compilation of data that examines the academic, financial, and community culture ramifications in the following three scenarios:

- (1) The future course of education action in Fairhope is unchanged from the present.
- (2) The future course of action calls for the creation of a special educational tax district that increases the local millage that the City of Fairhope would dedicate to education.
- (3) The future course of action calls for the creation of an independent school district for the City of Fairhope including students in its feeder pattern.

2.1.1. DATA COLLECTION ELEMENTS

- 2.1.2. Prepare an Executive Summary for City citizens and City Leadership that defines existing conditions, realistic appraisal of the academic, financial, and community culture for each option (1), (2), and (3) as outlined in 2.1 Data Collection.
- 2.1.3. Provide academic criteria (detailed) that define the Top Ten ranked schools in our State. Also, the pathway and/or likelihood of achieving a top ten ranking in each of the three (3) options presented.
- 2.1.4. Provide financial data (detailed) to support each of the three options.
- 2.1.5 Compose a plan for general public outreach to communicate Comprehensive Education Study to the City.

2.2 ACADEMIC DATA

Consultant will analyze a suite of at least 10 public schools in Alabama to collect and analyze baseline comparison statistics (e.g., school size, demographics, funding, student/teacher ratio, academics, etc.). The list of schools may be provided by EAC but should include schools generally evaluated and ranked within the top echelon of public schools in AL.

2.3 TASKS

- 2.3.1 The Consultant should analyze objective academic data to synthesize into one universal standard for comparison of City of Fairhope schools versus the top (10 to 15) public academic schools in our state. Previous metrics have drawn from a variety of sources including: US News and World Report, P.A.R.C.A., Yellowhammer, School Digger, as well as State, County, and Local measures to determine and rank performance.
- 2.3.2 The academic standard(s) generated by Consultant for comparison should be commonly ascribed to characteristics of measuring performance such as, but not limited to, graduation rates, ACT scores, AP placement and achievement, percentage of students that attend college, etc. These criteria will be determined in conjunction with EAC.
- 2.3.3 DELIVERABLES: An “apples to apples” comparison of how Fairhope schools rank academically to the top ten schools in the state of Alabama. Comparison should determine:
- What drives the success of these schools?
 - Can same practices be applied in Fairhope feeder pattern?
 - If so, what are the costs (financial, commitment, etc.) to achieve and sustain top ten status?

2.4 FINANCIAL DATA

Consultant will conduct a detailed economic valuation of the financial and real property resources within the Fairhope High School feeder pattern.

2.4.1 TASKS

- 2.4.2 For each taxation variable listed below, the consultant will compile data from at least the previous 5 years and develop projections for at least 5 years into the future. Where feasible, data will be collected at two geographic scales – 1) Inside the City Limits; and 2) Outside the City Limits, but within the feeder pattern.
- 2.4.3 State Equity Program funding levels (10 mill ad valorem tax): Consultant will analyze the yield of the baseline 10 mill ad valorem tax and resultant equity funding allocation from the State.
- 2.4.4 Mill Local Ad Valorem Collection: Consultant will analyze the yield of the 2 mill district ad valorem tax inside and outside City limits. Projections forward must take into account the possible non-renewal of this funding source in ____ (year).
- 2.4.5 “Penny Tax”: Consultant will tabulate the yield of the 1% sales tax in Baldwin County for education funding. Projections forward must take into account the possible non-renewal of this funding source in 2018.
- 2.4.6 3 Mill Special Tax District: Consultant will determine the revenue yield from a 3 mill tax district created as a supplemental funding source dedicated to education. (Added)
- 2.4.7 Existing Facilities and Capital Debt: Consultant will identify all BCBE land and facility assets within the City limits and in the feeder pattern (essentially the current Fairhope feeder pattern schools demographics). The value and debt load of these assets will be described.

- 2.4.8 Fund Balance: Consultant will determine the proportional value of the BCBE fund balance that could be attributed to the Fairhope Feeder pattern.
- 2.4.9 Other Funds: Consultant will quantify all other local sources of funds for Fairhope schools, including, but not limited to, cafeteria funds, fees, use taxes, privilege taxes, direct and indirect City of Fairhope/EAC funding, etc.
- 2.4.10 Federal Funds: E.g., ADA, Title I-IV, vocational, CNP, etc.
- 2.4.11 Transportation Funding: Consultant will determine earmarked revenue and costs of student transportation for each of the three options presented.
- 2.4.12 DELIVERABLES: Summary of the financial condition of the Baldwin County Board of Education in terms of current and future tax revenues and expenditures; summary of financial repercussions for City of Fairhope with all three options presented under 2.1 GENERAL DATA COLLECTION.

2.5 GENERAL PUBLIC OUTREACH

After collecting and organizing information for the Study, the Consultant will first share findings to the City. Then, the Consultant will disseminate data to Fairhope citizens to allow feedback regarding the three options. The feedback received will then be presented back to the City Council and Mayor for further action.

2.5.1 TASKS

- 2.5.1.1 Consultant will summarize academic and financial data into a simple IF-THEN scenario so that for each option presented in 2.1 GENERAL DATA COLLECTION.
- 2.5.1.2 Consultant will share public opinion with City Leadership and EAC at conclusion of study.
- 2.5.2 DELIVERABLES: Summary of public opinion concerning the options available to the City of Fairhope.

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 an amount not to exceed _____ DOLLARS (\$ _____).
- 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 **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) years 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 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:

(1) Acceptance Of Agreement, (5) Applicable Law, (6) Assignment, (13) Business License, (14) Cancellation of Contract, (23) Force Majeure, (28) Insurance, (36) Non-Discrimination, (37) Non Exclusive, (38) Notification And Accident Reports, (50) Right To Audit, (58) Termination for Convenience, (59) Termination For Default, (60) Termination For Non-Appropriation, (65) 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
STANDARD TERMS AND CONDITIONS
CITY OF FAIRHOPE, ALABAMA

1. 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.

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 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.

13. 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.

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 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.

24. 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.

25. INDEMNITY

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 attorney's 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.

28. INSURANCE

If a Contract / Agreement / Purchase Order results from this RFO /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.

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 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.

50. 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.

8. 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.

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

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

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

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.

STATE OF ALABAMA
COUNTY OF BALDWIN

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

CITY OF FAIRHOPE

Attest:

By: _____
Timothy M. Kant, Mayor

Lisa A Hanks, MMC
City Clerk

NOTARY FOR THE CITY:

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

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

Given under my hand and Notary Seal on this the ____ day of _____, 2015.

Notary Public _____

My Commission Expires _____

PROFESSIONAL CONSULTANT SIGNATURES

If Corporation or LLC

Company _____ State of Incorporation _____

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

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

(Address) _____

(Address) _____

Phone No: () _____ Fax () _____

E-Mail _____

Professional License (if Applicable) _____

NOTARY FOR CORPORATE PROFESSIONAL CONSULTANT

State of _____ }

County of _____ }

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

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

Given under my hand and Notary Seal on this ____ day of _____, 2015.

Notary Public _____

My Commission Expires _____

END OF SAMPLE CONTRACT

EXHIBIT "A"

FEE SCHEDULE

INSERT FEE SCHEDULE HERE AFTER BEING AWARDED RFQ

Exhibit B

PROPOSAL EVALUATION FORM

PROPOSAL EVALUATION	Consulting Services for Comprehensive Education Study
PROFESSIONAL SERVICE PROVIDER	_____
PROJECT	_____
EVALUATOR	_____
DATE	_____

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

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

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

INVITATION SUMMARY

RFQ PS015-15 Consulting Services for Comprehensive Education Study

Request for Qualifications	PS015-15 Consulting Services for Comprehensive Education Study
Issue Date:	10-08-15
Bid Bond Requirements:	not applicable
Certificate of Insurance Requirements:	See Standard Terms and Conditions
Pre-Bid Meeting:	not applicable
RFQ Closing Date:	11-05-15 Thursday 9:00 am
City Internet Site:	www.cofairhope.com
RFQ copies to submit:	THREE (3)
Purchasing Department Contact:	Daniel P Ames, Purchasing Manager Dan.ames@cofairhope.com (251) 928-8003

END OF INVITATION SUMMARY

CONSULTANT INFORMATION

Please print this section and turn in with your bid response

RFQ PS015-15 Consulting Services for Comprehensive Education Study

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 ___

Contact _____ Email _____

END OF INFORMATION SECTION