

**CITY OF BIRMINGHAM-PURCHASING DIVISION  
710 NORTH 20<sup>TH</sup> STREET  
P-100 CITY HALL  
BIRMINGHAM, AL 35203-2227  
OFFICE: (205) 254-2265 / FAX: (205) 254-2484**

**MELINDA CUNNINGHAM, SENIOR BUYER  
EDWARD WILLIAMS ASSISTANT PURCHASING AGENT**

**MAY 31, 2023  
RFP: 23-56**

<b>TO:</b>	Prospective Proposer
<b>REQUEST FOR PROPOSAL NUMBER:</b>	<b>RFP #23-56 (A complete copy can be downloaded at <a href="http://www.birminghamal.gov">www.birminghamal.gov</a>)</b>
<b>SEPARATE SEALED PROPOSAL FOR:</b>	<b>WEBSITE REDESIGN FOR THE CITY OF BIRMINGHAM</b>
<b>INVITATION TO RFP RESPONSES WILL BE RECEIVED BY:</b>	Edward Williams, Assistant Purchasing Agent Purchasing Division – City Hall 710 North 20 <sup>th</sup> Street, Room P-100 Birmingham, AL 35203-2227

**\*\*\*IMPORTANT SOLICITATION DATES\*\*\***

<b>QUESTIONS DUE DATE:</b>	<b>PROPOSAL DUE DATE:</b>	<b>PROPOSAL OPENING DATE:</b>
<b>JUNE 27, 2023 by 5:00 P.M.</b> (Central Standard Time)	<b>JULY 5, 2023, by 5:00 P.M.</b> (Central Standard Time)	<b>JULY 6, 2023, @ 10:00 A.M.</b> (Central Standard Time)

**Proposer wishing to participate can download the complete solicitation including the specifications and RFP forms via the internet at [www.birminghamal.gov](http://www.birminghamal.gov) (go to link titled **Employment and Bidding**, then click on **Bidding Opportunities**), or by visiting the Purchasing Office at the address shown above, or by calling (205) 254-2265 and request a copy be mailed.**

**PROPOSAL OPENING WILL BE HELD AT:**  
Purchasing Division  
710 North 20<sup>th</sup> Street  
P-100 City Hall  
Birmingham, AL 35203-2227

**TELEPHONE INQUIRIES – NOT ACCEPTED**

Telephone inquiries with questions regarding clarification of any and all specifications of the RFP will not be accepted. All questions **must** be e-mailed to Edward Williams at [Edward.williams@birminghamal.gov](mailto:Edward.williams@birminghamal.gov).

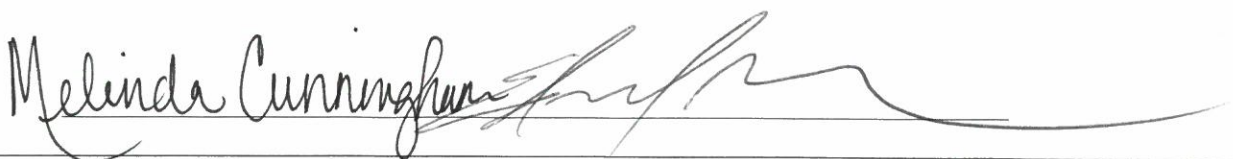
Submissions may be withdrawn, modified, and resubmitted prior to the formal proposal opening due date. **Any submission modification(s) submitted after the “Proposal Opening Due Date” may not be considered.**

The City of Birmingham reserves the right to accept or reject any or all proposals, or any part of any proposal, and to waive any informalities or irregularities in the proposal. The City of Birmingham may award a contract in whole or in part based on the needs of the City of Birmingham.

All costs incurred by the company to respond to this solicitation will be wholly the responsibility of the Proposer. All copies and contents of the proposal, attachments, and explanations thereto submitted in response to this RFP, except copyrighted material, shall become the property of the City of Birmingham regardless of the Proposer selected. Response to this solicitation does not constitute an agreement between the Proposer and the City of Birmingham.

**The City of Birmingham is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City of Birmingham or any other means of delivery employed by the proposer. Similarly, the City of Birmingham is not responsible for, and will not open, any proposal responses which are received later than the date and time indicated above. Late proposal responses will be retained in the proposal file, unopened.**

RELEASED BY:



# CITY OF BIRMINGHAM



## **PUTTING PEOPLE FIRST**

### **REQUEST FOR PROPOSAL #23-56**

### **WEBSITE REDESIGN FOR THE CITY OF BIRMINGHAM**

#### **SCHEDULE OF EVENTS:**

RFP RELEASE DATE	QUESTIONS DUE	RFP SUBMITTAL DEADLINE	RFP OPENING DATE
MAY 31, 2023	JUNE 27, 2023 by 5:00 P.M. (CST)	JULY 5, 2023 by 5:00 P.M. (CST)	JULY 6, 2023 @ 10:00 A.M. (CST)

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Sealed proposals marked “**WEBSITE REDESIGN FOR THE CITY OF BIRMINGHAM**”, will be received by the Purchasing Agent, P-100 First Floor City Hall, 710 North 20<sup>th</sup> Street, Birmingham, Alabama 35203. The Proposed Vendor must provide an original and three (3) copies of its proposal as well as one (1) digital copy of their proposal.

All questions are due by **JUNE 27, 2023 BY 5:00 PM**. Proposals will be accepted until 5:00 P.M. central time (standard or daylight savings time, as applicable) on **JULY 5, 2023**. **Proposals submitted after these dates and times will not be considered.**

**Proposals will be publicly opened at 10:00 a.m. on JULY 6, 2023.**

If you plan to attend in person, we ask that you wear a mask. You may also participate virtually via WebEx. Login information can be found on the City’s website at [www.birminghamal.gov](http://www.birminghamal.gov) (click on the link titled **Work** then click on **Bidding Opportunities**).

The City is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City, or any other means of delivery employed by the Proposer. Similarly, the City is not responsible for, and will not open, any Proposal/proposal responses, which are received later than the date and time, indicated above. Late Proposals/proposals will be retained in the Proposal/proposal file, unopened.

**FORM W-9**

Any successful proposer who is not currently set up as a vendor in the City of Birmingham vendor file will be required to submit a completed W-9 tax form prior to any award. The W-9 tax form may be submitted with your Proposal or no later than seven (7) working days of receipt of notice of intent to award.

**TERM OF CONTRACT**

Any contract resulting from this RFP will become effective upon proposal award. Per Section 3-3-7(7) of the General City Code for the City of Birmingham, the proposed contract shall be in effect for a period of one (1) year, renewable annually subject to the availability of funding for a term of three (3) years. The life of this contract shall exist with the approval of both parties with the provision that no price increase in the original Proposal prices shall be allowed

**ADDENDA**

Any addenda will be available on the internet. Proposer is responsible for checking the website for addenda until the proposal opening date. Addenda will be mailed to only those proposers who were provided a copy in person or by mail.

The City follows a policy of nondiscrimination. No proposer with the City should discriminate on the basis of race, sex, religion or national origin. Failure by the Proposer to carry out these requirements is a material breach of its obligations, which may result in its termination or such other remedy as the City deems appropriate.

No proposal may be withdrawn for a period of sixty (60) days after the date of the proposal opening.

All Proposals are to be submitted on the proposal form provided and all Proposals are to be F.O.B. Birmingham, Alabama delivered.

The City reserves the right to reject any or all Proposals submitted, in whole or part, and to waive any informalities.

Proposals must be submitted in a sealed envelope marked “**WEBSITE REDESIGN FOR THE CITY OF BIRMINGHAM, by 5:00 P.M., JULY 5, 2023.**” Proposals may be **hand delivered** to Purchasing, Room P-100 First Floor, City Hall, Birmingham, Alabama or **mailed** to City of Birmingham, 710 North 20th Street, Birmingham, AL 35203. Proposals mailed in (i.e., USPS, Federal Express, UPS, Airborne, etc.) **must** specify delivery to Room P-100, 1st Floor-City Hall.

Published in Alabama Messenger: 05/31/2023

  
Edward Williams, Assistant Purchasing Agent

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**WEBSITE REDESIGN FOR THE CITY OF BIRMINGHAM**

**INTRODUCTION**

The City of Birmingham (City) is soliciting proposals from qualified providers to revamp, redesign, and launch a new website for the City of Birmingham. The new website should be a fully functioning Virtual City Hall that allows constituents, future residents, and business owners to seamlessly perform traditional in-person activities in the virtual space. The new website should exhibit and personify the core values, philosophy, and many resources the City of Birmingham has to offer. The design should be user-centric, user-friendly, intuitive, and attractive. Users should be able to easily navigate the website, find what they're looking for quickly, and have access to all web content from any device. The new website should address and support the needs of the most tech savvy to the most tech-resistant residents in the City of Birmingham. The City seeks to contract the best service offered at a competitive rate. The selected provider must have the capability to invoice for services in provider's own name. The City will not accept invoicing by a third party. The required services and performance conditions are described in the Scope of Services.

**BACKGROUND**

The city of Birmingham supports nearly 200,000 residents through numerous programs, activities, and resources. The current website was launched more than five years ago. The technology, functionality, and marketability are completely outdated. The current website does not provide an accurate and wholistic representation of all the capabilities the city has to offer.

Providing citizens and small businesses with the necessary tools they need to be successful is core to the Mayor's philosophy of "putting people first". The renewal and restoration of the ninety-nine neighborhoods in the City of Birmingham is a primary focus for the leadership team. Strengthening the educational programs, economic development, and infrastructure are only a portion of the essential building blocks needed to achieve success.

There are more than 5,000 small and large businesses in the City of Birmingham. Creating an environment that encourages economic growth will mean that our services and support programs will need to reinforce this type of growth. Prospective and current business owners should be encouraged to do more business in the City of Birmingham. Secondly, for the individuals that live, work, and play in the City of Birmingham they need to be well-informed, highly engaged, and inspired to be active in their respective communities. The residents should be aware of road work, road closures, new city projects, neighborhood clean-ups, trash pickups, holiday events, volunteerism opportunities, and any other activities that provide equitable distribution of prosperity to the city's core. The City of Birmingham has demonstrated that it has the capacity to host large concerts and sporting events. Attracting more high revenue-generating activities is imperative to the growth and prosperity of the City.

**SCOPE OF SERVICES**

The qualified proposer will create an attractive, secure, and informative website that is easy to maintain. The site must be intuitive and user-friendly with the ability to deliver large amounts of constantly changing information. Key personnel must be able to update webpages, maintain editorial control of published content, and make changes to webpages quickly to create a seamless experience for the end user.

Additional items the redesigned website shall include:

- Provides citizens and visitors with information about the City of Birmingham and the services we provide.
- Has a consistent look and feel on all pages regarding fonts, graphics, and color schemes.
- Easy to maintain for administrators and content creators.
- Easy to navigate and find information regardless of the device they are using.
- Boosts resident satisfaction.
- Improves the digital profile of the City of Birmingham.
- Easier to do business in the City of Birmingham by streamlining processes via the Virtual City Hall.

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**WEBSITE REDESIGN FOR THE CITY OF BIRMINGHAM**

**VENDOR REQUIREMENTS**

**New Website Functionality Requirements (Required)**

- Search Bar with advanced criteria
- Intuitive Navigation Bar
- Call to Action Buttons
- High resolution Images and Video
- Integration of social media (Twitter, Instagram, Facebook, YouTube)
- Infographics
- Search Engine Optimization
- Website Analytics Dashboard
- Clean Style Design
- Mobile first design (Responsive Design)
- ADA Compliance
- Language Translator
- Online forms (replace paper applications)
- Integration of Business Apps (AirTable, PowerBI, OracleBI, Tableau)
- Payment Processing
- Calendar of Events (Interactive)
- Integrated Content Management Tool (i.e., workflow approval process)

**New Website Functionality Requirements (Optional)**

- 3D Floating Elements
- Parallax Scrolling
- Scroll-Triggered Call-to-Action
- Blended Graphics with Photography
- Parallax Scrolling
- Actionable Microcopy
- Chatbots
- Neomorphic UI design
- Animated Photographs
- Dark Mode
- Augmented Reality Experience
- Dynamic Search bar Animation
- 3D Animation
- Horizontal Scrolling
- Content Audit
- Content Refactoring
- Content Automation
- Alerts for Emergency (Amber, Weather, Natural Disasters, etc.)
- Auto-Play videos
- Dynamic Transitions
- Interactive Elements
- Custom Cursor

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**SUBMISSION REQUIREMENTS & FORMAT**

Proposal should be tabbed not exceeding 26 pages.

1. Cover Letter
  - A. Company Overview (Company Name, Address, Phone number, project contract, and principal signature is required).
2. Personnel & Resources
  - A. Provide a brief bio listing qualifications of each employee that would contribute to developing the website, if selected. Please note experience with similar projects.
3. Work Plan
  - A. Problem statement and proposed solution.
  - B. Provide an outline of the proposed timeline and schedule for deliverables/services.
  - C. Clearly define responsibilities of the City of Birmingham during the website design process and post deployment.
  - D. Describe the expected interaction between your organization and the City of Birmingham throughout the development and transition process.
  - E. Describe the support your organization will provide during design and transition to the new website. Please be specific with respect to training, method of contact for general requests, available hours for support, and any other items you believe are necessary.
  - F. Describe your process for training users.
  - G. Provide any additional information about your organization that you feel is relevant.
4. Proposed Costs
  - A. Provide the costs to complete the work plan and detailed explanation of the pricing structure.
  - B. Demonstrate how your firm will minimize costs and maximize resources.
  - C. Provide a line-item cost sheet referencing the items that might or might not be included (i.e., updates, patches, fixes, maintenance, hosting, support, etc.)
  - D. Provide hourly rates for each type of activity and each level of personnel.
5. Security
  - A. What proactive steps do you take to avoid a potential security risk or network breach for your clients?
  - B. Provide an example of your current contingency and disaster recovery plans when a digital disruption has occurred.
  - C. What is your process for training clients on cybersecurity and privacy awareness?

At the discretion of the City, one or more Proposed Vendors may be asked for more detailed information or an interview before final award is made. The City is not required to schedule any such interviews.

**COST OF PREPARATION**

The cost of preparing a proposal to this RFP will not be reimbursed to the proposers.

**QUALITY ASSURANCE**

Briefly describe your quality assurance process and procedures.

**KEY ATTRIBUTES AND DIFFERENTIATORS**

Briefly describe and define any abilities or attributes that distinguish your services from other proposers in the marketplace.

**REFERENCES**

Provide a list of at least two (2) clients who may be contacted for further information regarding total time for completion, name of client, telephone number, and any other information that you think may be needed. Please provide us with your most recent websites that best reflect your talents and capabilities. If you've won any awards, please list them. (Please provide the web address and name of the award).

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**EVALUATION/SELECTION PROCEDURES**

Proposals will be evaluated and scored by an evaluation committee based on technical capability, available fleet, account management/administration and cost totaling 100%.

<b>CRITERIA</b>	<b>RATING VALUE</b>
1. Firm experience and qualifications	20%
2. Price	16%
3. Quality of previous work and references	16%
4. Ability to meet proposed deadlines	16%
5. Completeness and inclusion of requested information	16%
6. Overall approach to providing services at all levels	16%

**REVIEW AND SELECTION PROCESS**

City staff will evaluate the proposals provided based on the following criteria:

- A. Quality and completeness of proposal;
- B. Proven ability to provide a quality program to organizations with similar demographics.
- C. Proven participant satisfaction.
- D. Cost and effectiveness to the city

All responses will be reviewed and evaluated by the City for completeness, service capabilities and financial offer. The Purchasing Agent and a representative from Legal will serve as advisors only. The results of the proposal evaluation will be presented and shortly after, a decision will be made to select no more than three (3) Proposers to participate in finalist presentations.

**ORAL INTERVIEWS**

Proposers may be required to participate in an oral interview. The oral interview will be a panel comprised of members of the selection committee. Proposers may only ask questions that are intended to clarify the questions to which they are being asked to respond. Each Proposer's time slot for oral interviews will be determined randomly. Proposers who are selected shall make every effort to attend. If representatives of the City experience difficulty on the part of any Proposer in scheduling a time for the oral interview, it may result in disqualification from further consideration.

**BEST AND FINAL OFFER (BAFO)**

The City reserves the right to make an award without conducting negotiations. However, if negotiations are deemed necessary, they will be conducted with all proposers who have at least a minimally acceptable proposal as determined by the proposal evaluation committee. Once all negotiations are complete, if conducted, the City will give each proposer the opportunity to submit a revised proposal in the form of a Best and Final Offer.

The Proposed Vendor acknowledges that responses to this RFP must be complete and fully comply with this Request and the Specifications set forth herein in order to be considered. The Proposed Vendor acknowledges that the City reserves the right to reject incomplete or non-compliant responses.

By submitting a response to this RFP, the Proposed Vendor offers to furnish pre-employment and random drug screenings in strict accordance with the terms set forth in this Request and the Specifications, all of which are made a part of the Proposed Vendor's offer. The Proposed Vendor acknowledges that any offer it makes in response to this RFP is valid for 60 days from the date it submits its offer.

**QUESTIONS**

Questions concerning this RFP and the specifications are to be submitted in written form to [melinda.cunningham@birminghamal.gov](mailto:melinda.cunningham@birminghamal.gov) or by fax (205) 254-2484. All questions must be received by 5:00 p.m., JUNE 27, 2023. Questions received and the City's response to each question will be posted on the internet as an addendum [www.birminghamal.gov](http://www.birminghamal.gov) (go to link titled **Work then Bidding Opportunities**). **No Verbal Communication Shall Be Considered or Construed as the City official response.**

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**BUSINESS LICENSE**

In the event you receive a notification of intent to award letter, proposer must provide the City of Birmingham a copy of his/her current City of Birmingham business license no later than seven (7) working days of receipt. Failure to submit the requested information will result in the notice of intent to award being revoked. A copy of his/her license may be submitted along with the Proposal.

**TELEGRAPHIC/ELECTRONIC PROPOSAL RESPONSES**

Proposal responses sent by electronic devices (i.e., facsimile machines and email) are not acceptable and will be rejected upon receipt. Proposers will be expected to allow adequate time for delivery of their Proposal responses either by airfreight, postal services, or by other means.

**AWARD**

The award will be made on an all or none basis. Proposer will quote on all items. Price alone is not the determining factor for award of contract from this Proposal. The City will award contract to company who, in the opinion of the City, is best qualified and prepared to provide the services requested. If mutually agreed upon within twelve (12) months from opening date, this Proposal may be used as the basis for additional like purchases.

**SINGLE PROPOSAL**

If a single response is received for this RFP, the RFP will be rejected in accordance with Title 41-16-50(a) of the Alabama Code. The RFP will be opened, but **will not** be read publicly. We will proceed with negotiations for a lower price with the rejected Proposer and other Proposers by means of sealed quotes. The rejected Proposer's initial offer will not be disclosed to other Proposers, prior to the awarding of a contract. The award will be made to the company offering the lowest negotiated quotation, provided that all conditions and specifications required by the City are met.

**NEGOTIATIONS**

The City of Birmingham reserves the right to enter into contract negotiations with the selected Proposer. If the City and the selected Proposer cannot negotiate a successful contract, the City may terminate negotiations and begin negotiation with the next selected Proposer. This process will continue until a contract has been executed or all proposals have been rejected. No Proposer shall have any rights against the City arising from such negotiations.

**PURCHASE ORDERS**

The City will issue purchase order(s) to the successful proposer for the goods and/or services (Proposal items) that are the subject of the Proposal. Unless otherwise agreed in a writing that is signed by both parties, the entire agreement between the City and the successful proposer concerning the Proposal items is comprised of the terms, conditions, specifications and requirements stated in **(a)** the contemplated purchase order(s), **(b)** this REQUEST FOR PROPOSAL #23-56 and Specifications and **(c)** your Proposal (collectively, the "Contract Requirements"). These writings supersede all former proposals, offers, negotiations, representations or agreements, either written or oral, concerning the provision of proposer's goods and/or services. By acceptance of the City's purchase order(s), the successful proposer agrees to abide by and perform its responsibilities related to the bid items in compliance with the Contract Requirements.

Successful proposer shall not assign this contract to any other party without prior written approval of the City of Birmingham. Contract shall not be assigned to an unsuccessful proposer who was rejected because he was not a responsive or responsible proposer.

**REDUCTION IN COST**

Proposer agrees that the City of Birmingham will be charged no more for item(s) Proposal than the State of Alabama, and that in the event of a price reduction; the City will receive the benefit of such reduction on any undelivered portion of contract.

**Successful proposer acknowledges and agrees that the City has the right to deduct from total amount of consideration to be paid, if any, to the successful proposer under this agreement all unpaid, delinquent, or overdue license fees, taxes, fines, penalties, and other amounts due the City from the successful proposer.**



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**ADDITIONAL PURCHASES**

During the term of the contract, if mutually agreed upon, additional contracts may be executed, based upon this Proposal for the same item(s) or related types.

**TERMINATION OF CONTRACT**

Failure to adhere to any or all terms, conditions and specifications as set forth in the contract may result in the immediate termination of the contract. Any violation of this agreement shall constitute a breach and default of the contract. Should termination occur, the holder of the contract may be declared a “non-responsible proposer” This declaration may result in the rejection of any future Proposals submitted by the proposer for a period of time to be determined by the City.

Irrespective of any default hereunder, either party may also, at any time in their discretion, terminate this Agreement, in whole or in part, by giving the other party sixty (60) days written notice thereof and in such event, Proposer shall be entitled to receive compensation specified herein for all work completed prior to such sixty (60) days notice of termination or cancellation, delivered or not yet delivered to the City. Proposer shall also be entitled to compensation for all subsequent work requested by the City and delivered by Proposer, after notice of termination. For any work partially completed at the date of termination, such work will be compensated on a prorated basis, as mutually agreed upon.

**PAYMENT TERMS**

The City’s standard payment term is Net-30 days from acceptance. Exception may be allowed for discounted early payment, such as 2%-10, Net 30 Days. The reference date for all such discounted early payment terms will be the date the invoice is received or the date the goods are received, whichever is later. In the event of a dispute the City’s records shall prevail. **The City will not consider any proposals requiring C.O.D. payments.**

**INVOICING**

If an invoice does not agree with the purchase order, credits or a corrected invoice will be required in order for the City to process payment.

**THIRD-PARTY “REMIT-TO”**

If a Proposer has a third-party “remit-to” company, that information must appear on the Proposer’s response. The City of Birmingham will send payment to the company designated by the Proposer on its response but will not be responsible for resolving payment issues should the Proposer change payment processing companies after a payment has been mailed or without a 45-day written notification to the Information Management Systems (IMS) Department and Accounting Division of the City of Birmingham.

**TAX**

The City of Birmingham is exempt from all Federal Tax, and sales and use tax.

**STATEMENT OF COMPLIANCE WITH ALABAMA CODE SECTION 31-13-9**

Proposer shall participate in the E-Verify program as required under the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Proposer agrees to comply with all applicable provisions of the Act. As a condition for the award of any contract, Proposer shall provide documentation establishing that the Proposer is enrolled in the E-Verify program, or a signed, written statement that the Proposer does not have a presence (one or more employees) in the State of Alabama. Proposer may submit applicable documentation with his/her Proposal or no later than seven (7) working days of receipt of notice of intent to award.

**CONFLICT OF INTEREST**

Proposer covenants and declares that it has not, and will not, acquire any interest, directly or indirectly, in any property acquired by the City during the term of this Agreement. Proposer warrants and covenants that it presently has no interest in, nor shall any interest be hereinafter acquired in, any matter that will render the services required under this Agreement a violation of any applicable Federal, State or local law. In the event that any conflict of interest should hereinafter arise, Proposer shall promptly notify the City in writing of the existence of such conflict of interest.

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**WEBSITE REDESIGN FOR THE CITY OF BIRMINGHAM**

**INSURANCE**

Throughout the term of this Agreement, Proposer shall maintain, keep in force and pay premiums on a policy or policies of comprehensive public liability and property insurance relating to all activities of proposer allowed under this Agreement hereunder in limits not less than: **(i)** \$1,000,000.00 for any occurrence resulting in bodily or personal injury to, or death of, one person; **(ii)** \$3,000,000.00 for any occurrence resulting in bodily or personal injury to or death of, more than one person; **(iii)** \$1,000,000.00 for any occurrence resulting in damage to, or destruction of, any property; **(iv)** the Alabama statutory limits for Worker's Compensation; and **(v)** \$3,000,000 per claim and in the aggregate for professional liability insurance for proposer's negligence in the rendering of its professional services, **(vi)** the City's RFP number (23-56) must appear on any/all copies of the certificate of insurance. Proposer shall provide the City with a certificate of insurance evidencing such coverage, if requested, and a copy of the actual insurance policy. With respect to each such policy (except for Worker's Compensation) proposer shall provide at least thirty days (30) notice if the policy is altered or cancelled before the expiration date thereof in advance of such alteration or cancellation. In the event any such policy is canceled or terminated or if the limits are reduced, proposer shall promptly obtain a new policy or policies in the same limits. Such policy shall name the City of Birmingham as an additional insured.

All such insurance shall be provided by a policy or policies issued by a company or companies qualified by law to engage in the insurance business in the State of Alabama with a rating of B+ or better according to the most current edition of Best's Insurance reports. Proposer is to provide written documentation of the company's rating with their Proposal.

The Proposer may use umbrella or excess liability insurance to achieve the required coverages, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies. These insurance requirements are in addition to and do not affect any indemnification obligation of the Proposer herein.

**City Additional Named Insured:** Except for Worker's Compensation coverage, all coverages shall contain endorsements naming the City, and its officers, employees and agents as additional named insureds with respect to liabilities that arise out of and result from the operations of the Proposer or the performance of its work.

The additional named insureds endorsement shall not limit the scope of coverage to the City to vicarious liability but shall allow coverage for the City to the fullest extent provided by the policies. Such additional insured coverage shall be at least as broad as Additional Insured endorsement from ISO, CG 2010.1185.

**Policies Primary:** All insurance policies required herein are to be primary and non-contributory with any insurance or self-insurance program administered by the City.

**Waiver of Subrogation:** Proposer shall require the carriers of the above-required insurance coverage to waive all rights of subrogation against the City, and its officers, employees, agents, proposers and sub-proposers. Further, Proposer hereby waives any rights of subrogation against the City. All general or automotive liability coverage provided herein shall not prohibit the Proposer or its employees, agents or representatives from waiving the right of subrogation prior to loss or claim.

**PROHIBITION AGAINST BOYCOTTING**

By signing this contract the Proposer certifies that it is not currently engaged in, and for the duration of this agreement will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state enjoys open trade.

**WAIVER OF SUBROGATION**

Proposer shall require the carriers of the above-required insurance coverage to waive all rights of subrogation against the City, and its officers, employees, agents, contractors and subcontractors. Further, Proposer hereby waives any rights of subrogation against the City. All general or automotive liability coverage provided herein shall not prohibit the Proposer or its employees, agents or representatives from waiving the right of subrogation prior to loss or claim.

**CITY OF BIRMINGHAM-PURCHASING DIVISION  
710 NORTH 20<sup>TH</sup> STREET  
P-100 CITY HALL  
BIRMINGHAM, AL 35203-2227  
OFFICE: (205) 254-2265 / FAX: (205) 254-2484**

**MELINDA CUNNINGHAM, SENIOR BUYER  
EDWARD WILLIAMS ASSISTANT PURCHASING AGENT**

**MAY 31, 2023  
RFP: 23-56**

**WEBSITE REDESIGN FOR THE CITY OF BIRMINGHAM**

**NON- DISCRIMINATION POLICY**

“The proposer” shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, gender identity, sexual orientation, disability, familial status, or national origin. “The proposer” will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, gender identity, sexual orientation, disability, familial status, or national origin. Such action shall include but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. “The proposer” agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

In the event of “the proposer's” noncompliance with the nondiscrimination clauses of this Agreement, this Agreement may be canceled, terminated or suspended in whole or in part and “the proposer” may be declared ineligible for further municipal contracts.

**DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

Proposer acknowledges and agrees that, consistent with federal law and City’s public policy, it will encourage disadvantaged business enterprise (DBE) participation to the extent permitted by law. A “disadvantaged business enterprise” is a for-profit small business concern (i) at least 51% owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51% of the stock is owned by one or more such individuals; and (ii) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it. In accordance with federal law, a “socially and economically disadvantaged individual” includes African-Americans, Hispanic Americans, Native Americans, Asian-Americans, women, and any additional groups designated as socially and economically disadvantaged by the federal Small Business Administration.

**HOLD HARMLESS AND INDEMNIFICATION**

Vendor(s) shall defend, indemnify, and hold harmless the City of Birmingham, and its agents, employees and officials (hereinafter the “Indemnitees”) from and against all demands, actions, damages, judgments, expenses (including but not limited to attorneys’ fees, expert fees, court costs and other litigation costs), losses, and claims (including those for bodily injury, sickness, disease or death, or to injury to, destruction or loss of use of tangible property) (collectively hereinafter “Claims”) by any third parties (including any employee, subcontractor or representative of the Vendor, hereafter a “Vendor Representative”) that arises out of, relates to, results from, or is attributable to any of the following: (a) Vendor’s performance or failure to perform its obligations hereunder; (b) any conditions in or about the work sites that the Vendor or any Vendor Representative may encounter; or (c) the use or occupancy of the work sites by Vendor or any Vendor Representatives. This indemnification obligation includes Claims that are caused in part by the negligence of an Indemnitee(s); provided nothing herein shall obligate Vendor to indemnify any of the Indemnitee(s) for Claims resulting from the sole negligence or from the willful misconduct of the Indemnitee(s).

**PROPRIETARY INFORMATION**

All information concerning the program and participants is solely the property of the City and that information will remain confidential and will not be used or transmitted to others for any purpose whatsoever, except as required to conduct operations or as required by law.

**CONFIDENTIALITY**

Proposer agrees that such reports, information, opinions or conclusions shall not be made available to or discussed with any individual or organization, including the news media, without prior written approval of the City. Proposer shall exercise reasonable precautions to prevent the unauthorized disclosure and use of the City information whether deemed confidential or not.

**PUBLIC DISCLOSURE**

Subject to applicable law or regulations, the content of each Proposer’s Proposal shall become public information upon the effective date of any resulting contract.

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EDWARD WILLIAMS ASSISTANT PURCHASING AGENT**

**MAY 31, 2023  
RFP: 23-56**

**WEBSITE REDESIGN FOR THE CITY OF BIRMINGHAM**

**NON-COLLUSION**

Proposer covenants and declares that it has not employed any person to solicit or procure this Agreement and that Proposer has not made, and will not make, any payment of any compensation for the procurement of this Agreement. The covenant contained herein shall survive the expiration or earlier termination of this Agreement.

**GOVERNING LAW/DISPUTE RESOLUTION**

Contract awards to purchase the materials covered in this Proposal document shall be construed under and governed by the laws of the State of Alabama and each party hereto irrevocably agrees to be subject to the jurisdictions of the courts of the State of Alabama.

*Remainder of page intentionally left blank*

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**MAY 31, 2023  
RFP: 23-56**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSIONS,  
AND OTHER RESPONSIBILITY MATTERS**

(Executive Order 12549, Debarment and Suspension, 34 CFR Part 85)

**Proposer/Offeror certifies to the best of its knowledge and belief, that it and its principals:**

- (a)  Are  are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b)  Have  have not within a three-year period preceding award of this contract been convicted of or had civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c)  Are  are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or Local) with commission on any of the offenses enumerated in Paragraph (b) above; and
- (d)  Have  have not within a three-year period preceding award of this contract had one or more public transactions (Federal, State or Local) terminated for cause of default.

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_ I am unable to certify to the above statements. My explanation is attached.

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**MAY 31, 2023  
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**SIGNATURE PAGE**

I hereby certify that we do not discriminate in employment of our personnel against any persons on account of race, creed, color, sex, or national origins, and acknowledge and agree that the City encourages minority – and women – owned business participation to the maximum extent possible. This policy includes Historically Underutilized Business Enterprises such as architectural firms, engineering firms, investment banking firms, other professional service providers, and construction contractors as part of the City's business, economic and community revitalization programs.

**EXCEPTIONS TO SPECIFICATIONS: (use extra pages if necessary)**

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Proposer acknowledges receipt of \_\_\_\_\_ addenda  
(addenda numbers)

**This page must be returned with RFP.**

DUNS # \_\_\_\_\_

\_\_\_\_\_  
Date of RFP

\_\_\_\_\_  
Name (Print legibly or Type)

\_\_\_\_\_  
Company

\_\_\_\_\_  
Title

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
City                      State                      Zip

\_\_\_\_\_  
Tax ID Number

\_\_\_\_\_  
Post Office Box

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
City                      State                      Zip

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Terms of Payment

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Delivery Date

**\*IF AVAILABLE, PLEASE SUBMIT COPY OF CURRENT CITY OF BIRMINGHAM BUSINESS LICENSE, AND E-VERIFY DOCUMENTATION WITH THIS RFP.**

**INDICATE THE FOLLOWING ADDRESSES IF DIFFERENT FROM ABOVE:**

**1. RFP AWARD NOTICE ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

**2. PURCHASE ORDER ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

**3. REMITTANCE ADDRESS (and NAME if different than above)** \_\_\_\_\_

\_\_\_\_\_

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MAY 31, 2023  
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NOTIFICATION OF INTENT  
FOR  
“WEBSITE REDESIGN FOR THE CITY OF BIRMINGHAM”

- ( ) On behalf of myself/company/institution, I hereby certify that I/we intend to submit a response.  
( ) On behalf of myself/company/institution, I hereby certify that I/we **do not** intend to submit a response.

**All potential vendors seeking to do business  
with the City of Birmingham should visit  
<https://www.birminghamal.gov/work/employment-Bidding/Bidding-opportunities/>**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Individual/Company/Institution

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**\*\*\*NOTE\*\*\***

Your notification of intent to respond can be emailed to [melinda.cunningham@birminghamal.gov](mailto:melinda.cunningham@birminghamal.gov) or via fax at (205) 254-2484.

STATE OF ALABAMA        )  
JEFFERSON COUNTY        )

### VENDOR AGREEMENT

THIS AGREEMENT entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **City of Birmingham** (hereinafter referred to as the “City”) and \_\_\_\_\_ (hereinafter referred to as “Provider”), \_\_\_\_\_ [address].

The City is authorized by §11-40-1, Code of Alabama 1975, to contract for authorized goods and services. The City has authority pursuant to §11-47-11, Code of Alabama, 1975, to set aside, appropriate and use municipal funds or revenues for the purpose of developing, advertising and promoting all resources of every kind within the City.

The City is retaining Provider to provide the following goods or services to the City (the “Work”): Vendor agrees to revamp, redesign and launch a new website for the city as detailed in the Vendor’s attached proposal dated \_\_\_\_\_.

In consideration of good and valuable consideration received by Provider, the receipt and sufficiency of which is acknowledged, Provider covenants, agrees and represents as follows:

1. **Compensation.** For and in consideration of Provider providing the Work to the City, the City agrees to pay the Provider the sum of \_\_\_\_\_/Cents (\$ \_\_\_\_\_).
2. **Term.** The term of this Agreement shall be for a period of one year from the date set forth above (the “Term”). This contract maybe renewed annually, subject to the availability of funding for a total term of three years. Provider will contact City for a continuation confirmation. Confirmation will be communicated through email or other electronic means or written means. Time is of the essence in performing the Work. Provider will not be compensated for any Work performed following the expiration of the Term.
3. **Appropriations.** Provider agrees that municipal funds provided under this Agreement will not be considered, for any purpose, as a gift, grant or donation.
4. **Licensing.** As a condition to receiving payment from the City, Provider, at its own expense, will obtain and maintain all licenses, permits or other governmental authorizations needed to perform the Work, including without limitation, a business license issued by the City.
5. **Default.** If the Provider defaults on a material obligation to the City under the Agreement (a “Default”), the City may terminate the Agreement if, following the City’s provision of written notice of Default to Provider, the Provider fails to correct or remedy the Default within seven (7) days after receipt of notice. . This remedy is in addition to any other provided in the Agreement or available by law.
6. **Claims/Indemnification/Limitations of Liability.**
  - (i) Provider shall be responsible for all personal injury or damage to life or property due to its activities and that of its subcontractors, agents, or employees in connection with its Work under this Agreement and the Provider shall hold harmless and indemnify the City, and its elected and appointed officials, agents, and employees (hereinafter the “Indemnities”) from and against any and all causes of action, demands, actions, damages, judgments, expenses (including but not limited to attorney’s fees, expert fees, court costs and other litigation costs), losses, and claims (including those for bodily injury, sickness, disease or death, or to injury to, destruction or loss of use of tangible property) (collectively hereinafter “Claims”) by any third parties that arise out of, relate to, result from, or are attributable to Provider’s performance or failure to perform its obligation hereunder. .
  - (ii) Provider’s indemnity obligations under this Agreement shall survive the expiration or termination of this Agreement.
7. **Insurance.** For the duration of the Agreement and for limits not less than stated below, the Provider shall maintain the following insurance with a company(ies) lawfully authorized to do business in Alabama and reasonably acceptable to the City:
  - (a) Comprehensive General Liability: One Million Dollars (\$1,000,000);
  - (b) Automobile Liability: Automobile Liability covering owned and rented vehicles operated by the Provider with policy limits of not less than One Million Dollars (\$1,000,000) combined single limit and aggregate for bodily injury and property damage;



(c) Workers Compensation: Workers' Compensation and Employers Liability as required by statute; and

(d) Professional Liability: Professional Liability covering the Provider's negligent acts, errors and omissions in its performance of professional services with policy limits of not less One Million Dollars (\$1,000,000) per claim and in the aggregate.

Before the execution of the Agreement, the Provider shall provide the City a certificate(s) of insurance evidencing compliance with the requirements in this section. The certificate(s) shall name the City, and its officials and employees, as additional insured on the Comprehensive General Liability, Automobile Liability with respect to claims or liabilities arising out of Provider's operations.

8. **Independent Contractor.** Provider is an independent contractor of the City. This Agreement does not create any partnership, joint venture or principal-agent relationship between the City and Provider. Further, the City retains no control or authority with respect to its means and methods in which the Provider (or any of its employees or representatives) performs the Work. There are no third party beneficiaries under this Agreement.
9. **Assignment.** Provider may not assign its rights, obligations or the benefits of this Agreement to any third party without the written consent of the City, which consent may be withheld for any reason.
10. **Undue Consideration.** Provider represents that it has not employed or retained any firm, entity or person to solicit or secure its selection to enter into this Agreement, and that it has not paid or agreed to pay any fee, commission, percentage, gift or other consideration to any such firm, entity or person that is contingent upon or resulting from the award or making of this Agreement. The City, at its sole discretion, may terminate the Agreement without liability if Provider violates this provision.
11. **Offset for Overdue Fees, Taxes, Etc.** Pursuant to Executive Order of the Mayor of Birmingham No. 76-09 (effective as of August 21, 2009), Provider acknowledges and agrees that the City has the right to deduct from the total amount of consideration to be paid, if any, to Provider under this Agreement all unpaid, delinquent, or overdue license fees, taxes, fines, penalties and other amounts due the City from Provider.
12. **Historically Underutilized Business Enterprises.** Provider acknowledges and agrees that the City, as a matter of public policy, encourages participation of minority-and women-owned and other disadvantaged business enterprises to the maximum extent possible. This policy includes historically under-utilized business enterprises such as architectural firms, engineering firms, investment banking firms, other professional service providers, and construction contractors as part of the City's business, economic and community revitalization programs.
13. **Discrimination.** Provider (and its employees, agents and consultants) shall not discriminate on the basis of race, color, national origin, or sex in the performance of the Work. Failure to perform these requirements is a material breach of this Agreement and may result in its termination as the City deems appropriate."
14. **Immigration Act Compliance** (a) Provider represents and warrants that it does not knowingly employ, hire for employment, or continue to employ, in Alabama, an "unauthorized alien," as defined by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, §31-13-1, *et seq.*, Code of Alabama 1975, as amended (the "Act"). (b) Provider represents and warrants that it will enroll in the E-Verify program prior to performing any work on the project in Alabama and shall provide documentation establishing that Provider is enrolled in the E-Verify program. During the performance of this Agreement, Provider shall participate in the E-Verify program as required under the terms of the Act and shall verify every employee in Alabama that is required to be verified according to the applicable federal rules and regulations. (c) Provider agrees to comply with all applicable provisions of the Act with respect to its subcontractors by entering into an agreement with or by obtaining an affidavit from such subcontractors providing work for Provider on the Project in Alabama, that such subcontractors are in compliance with the Act with respect to their participation in the E-verify program. Provider represents and warrants that Provider shall not hire, retain or contract with any subcontractor to work on the Project in Alabama which Provider knows is not in compliance with the Act. (d) By signing this Agreement, 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.
15. **Boycotting Activities.** By signing this contract, Vendor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.
16. **Entire Agreement.** This agreement (including attachments thereto) represents the entire agreement between the parties, and supersede all prior negotiations, representations or agreements, either written or

oral. This Agreement may be amended only by written instrument signed by both parties. In the event of any conflict in the provisions of this Agreement and the provisions of the attached proposal dated \_\_\_\_\_, and this Agreement shall govern and control. This Agreement may be amended only by written instrument signed by both parties.

IN WITNESS WHEREOF the parties hereto have herein below set their hands and seals.

**ATTEST:**

\_\_\_\_\_  
City Clerk

**WITNESS:** \_\_\_\_\_

**CITY OF BIRMINGHAM**

BY: \_\_\_\_\_  
Mayor

DATE: \_\_\_\_\_

**PROVIDER:** \_\_\_\_\_

BY: \_\_\_\_\_

(Its) \_\_\_\_\_

DATE: \_\_\_\_\_

TAX I.D.#: \_\_\_\_\_

**Approved as to Form by Law Department:**

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

