



ALABAMA BOARD FOR REGISTERED INTERIOR DESIGNERS  
211 Lockridge Lane  
Riverside, AL 35135  
205.317.0356  
id.admin@abrid.alabama.gov  
www.abrid.alabama.gov

**This is a regular meeting of the  
Alabama Board for Registered Interior Designers  
December 5th, 2025, 11:00 AM**

**Gresham Smith Architects, 2222 Arlington Ave S. Suite 202, Birmingham, AL 35205  
and ZOOM**

**BOARD MEMBERS PRESENT:**

Bonnie Pate                      Jenny Pichon                      Anne Nieman                      Sammi Woronoff  
April Wade                      Lori David Boone                      Tonya Miller

**BOARD MEMBERS ABSENT:**

**PUBLIC IN ATTENDANCE:**

Nancy Jernigan                      Julie Hooper                      Carrie Beth Carr                      Andrew Aho  
Nick Vansyok                      Stephanie Coley

**ESTABLISH QUORUM**

Anne Nieman established a quorum was present.

**STATEMENT OF SUFFICIENT PRIOR NOTICE**

Prior notice of this meeting was given as required by the State of Alabama and the Open Meetings Act.

**CALL TO ORDER**

Anne Nieman called the meeting to order at 11:04 AM.

**MINUTES OF THE PREVIOUS MEETINGS:**

The minutes of the December 6th, 2024 meeting were reviewed.

A motion was made by Sammi Woronoff and seconded by Bonnie Pate to approve the minutes as presented. All in favor, none opposed, no abstentions, motion carries.

The minutes of the June 3rd, 2025 meeting were reviewed.

A motion was made by Sammi Woronoff and seconded by Bonnie Pate to approve the minutes as presented. All in favor, none opposed, no abstentions, motion carries.

**ELECTION OF NEW OFFICERS**

The following board members volunteered to serve as follows:

Anne Nieman, Chair  
Bonnie Pate – Vice-Chair  
Sammi Woronoff – Secretary/Treasurer

A motion was made by Tonya Miller, and seconded by April Wade, to appoint the above individuals to the roles mentioned for the 2026 year. All in favor, none opposed, no abstentions, motion carried.

**OLD BUSINESS**

Nothing to discuss at this time.

**BOARD REPORTS**

**CHAIR PERSON’S REPORT**

The Board reviewed the current contract with Bryant Williams as the Executive Director.

A motion was made by Bonnie Pate, and seconded by April Wade, to renew and extend the current contract for an additional 12 months with no amendments.

Roll-call vote:

- Anne Nieman - Aye
- Sammi Woronoff - Aye
- Bonnie Pate - Aye
- Jenny Pinchon - Aye
- April Wade - Aye
- Lori Boone - Aye
- Tonya Miller - Aye

**WEBSITE REDESIGN PROPOSAL**

The Board reviewed the proposal for Website Redesign and Development from 24 Communications. The purpose is to satisfy a State requirement to update the website for accessibility.

A motion was made by Sammi Woronoff and seconded by Jenny Pichon to accept the Website Redesign and Development proposal from 24 Communications as submitted.

Discussion: The Executive Director is to verify that new photos can be integrated into the website as part of this contract proposal. If there are extra costs, the Board will request a new proposal to integrate new photographs. No further discussion.

All in favor, none opposed, no abstentions, motion carries.

**SOFTWARE SUBSCRIPTION**

The Board reviewed the request by the Executive Director to purchase an Adobe Acrobat Pro software subscription and the accompanying quote for Board use.

Discussion: This software is required to produce PDF documents in the correct format for State of Alabama record-keeping purposes. No further discussion.

All in favor, none opposed, no abstentions, motion carries.

**TREASURER’S REPORT**

Nothing to report at this time

The next meeting will be announced as needed.

**ADJOURN**

With no further business being brought before the Board, a motion was made by Bonnie Pate, and seconded by Sammi Woronoff, to adjourn the meeting at 11:46 AM. All in favor, none opposed, and no abstentions; motion carries.

Date: \_\_\_\_\_ Submitted by: \_\_\_\_\_

Date: \_\_\_\_\_ Attested by: \_\_\_\_\_



**MEETING AGENDA**  
**December 5th, 2025, 11:00 AM**  
**Gresham Smith Architects, 2222 Arlington Ave S. Suite 202,**  
**Birmingham, AL 35205**  
**and ZOOM**

- I. Roll Call ..... Bryant Williams, Executive Director
- II. Establish Quorum ..... Anne Nieman, Chair
- III. Statement of Sufficient Prior Notice ..... Bryant Williams, Exec. Director
- IV. Call to Order ..... Anne Nieman, Chair
- V. Approval of Minutes..... Bryant Williams, Exec. Director
  - a. Minutes of 12/06/2024
  - b. Minutes of 06/03/2025

**Old Business:**

- VI. Executive Director’s Report..... Bryant Williams, Exec. Director
  - a. Sunset Quarterly Reports

**Election of New Board Officers**

- VII. Officers to be selected are Chairman, Vice-Chair, and Secretary/Treasurer.

**New Business:**

- VIII. Executive Director’s Report..... Bryant Williams, Exec. Director
  - a. Financial Report
  - b. Executive Director Contract
  - c. Website Update
  - d. Registration Committee Report
  - e. Registration Renewal Report
  - f. Software Purchase
- IX. Adjourn ..... Chair

**Williams, Bryant**

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**From:** aloma@sos.alabama.gov  
**Sent:** Tuesday, October 28, 2025 11:24 AM  
**To:** Williams, Bryant  
**Subject:** Confirmation From SOS

## Confirmation of Meeting Notice Submission

**Meeting Date & Time:** 12/05/2025 11:00 AM

**Meeting Location:** Gresham Smith, 2222 Arlington Avenue South, Suite 202, Birmingham, AL 35205

**Meeting Type:** regular

**Submission Date & Time:** 10/28/2025 11:23:55 AM

Alabama State Board of Registration for Interior Design has successfully posted a meeting notice on the website provided by the Alabama Secretary Of State's Office. To view this meeting notice, please click the link below or visit the Open Meetings website at [www.openmeetings.alabama.gov](http://www.openmeetings.alabama.gov).

To view the notice, click the 'View Notice' link below:

[View Notice](#)

or copy the link and paste it in the browser address box.

[https://www.openmeetings.alabama.gov/generalpublic/display\\_notice\\_details.aspx?agencyname=Alabama+State+Board+of+Registration+for+Interior+Design&submissiondatetime=10%2f28%2f2025+11%3a23%3a55+AM](https://www.openmeetings.alabama.gov/generalpublic/display_notice_details.aspx?agencyname=Alabama+State+Board+of+Registration+for+Interior+Design&submissiondatetime=10%2f28%2f2025+11%3a23%3a55+AM)

If you have any questions regarding your receipt of this direct notice, please contact the Secretary Of State's office at [ALOMA@sos.alabama.gov](mailto:ALOMA@sos.alabama.gov), or you may call to speak directly with a Program Manager (334)242-7536.

Thank You

Office of the Secretary of State  
State of Alabama

[www.sos.alabama.gov](http://www.sos.alabama.gov)



ALABAMA BOARD FOR REGISTERED INTERIOR DESIGNERS  
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**This is a regular meeting of the  
Alabama Board for Registered Interior Designers  
Date: December 6th, 2024  
Time: 12:30 PM  
Location: Samford University & ZOOM**

**BOARD MEMBERS PRESENT:**

Tonya Miller                      Anne-Marie Gianoudis                      Sammi Woronoff

**BOARD MEMBERS VIRTUAL:**

Bonnie Pate                      Lori David Boone                      Abby Owen

**BOARD MEMBERS ABSENT:**

Anne Nieman

**PUBLIC IN ATTENDANCE:**

Bryant Williams, Executive Director  
Stephanie Coley                      Tabitha Fong                      Tricia Jones

**ESTABLISH QUORUM**

Bryant Williams established a quorum was present.

**STATEMENT OF SUFFICIENT PRIOR NOTICE**

Prior notice of this meeting was given as required by the State of Alabama and the Open Meetings Act.

**CALL TO ORDER**

Anne-Marie Gianoudis called the meeting to order at 12:38.

**MINUTES OF THE PREVIOUS MEETING:**

The minutes of the September 9th, 2024 meeting were reviewed.

- A motion was made by Tonya Miller and seconded by Lori David Boone to approve the minutes of 09/09/2024 as presented. All in favor, none opposed, no abstentions, motion carries.

**BOARD REPORTS**

**OLD BUSINESS:**

The old business report was reviewed as presented.

**NEW BUSINESS:**

The new business report was reviewed as presented.

Discussion was held regarding renewal of the Executive Director's contract. A motion was made by Sammi Woronoff and seconded by Abby Owen to renew the contract for Bryant Williams to continue as the Executive Director. All in favor, none opposed, no abstentions. Motion carries

**REGISTRATION COMMITTEE REPORT**

The registration committee's report was reviewed as presented:

**ADJOURN**

With no further business being brought before the Board, the meeting adjourned at 12:59 PM.

Date: \_\_\_\_\_ Submitted by: \_\_\_\_\_

Date: \_\_\_\_\_ Attested by: \_\_\_\_\_

**DRAFT**



- A report was given updating the Board on the renewal season, including how many renewed, how many went inactive, and how many registrations expired to non renewal. Bryant Williams will send all Board members a list of those who expired through email.

**REGISTRATION COMMITTEE REPORT**

- A list of those individuals who were granted registration was present to the Board

**ADJOURN**

With no further business being brought before the Board, the meeting adjourned at 11:30 AM.

Date: \_\_\_\_\_ Submitted by: \_\_\_\_\_

Date: \_\_\_\_\_ Attested by: \_\_\_\_\_

**DRAFT**

## 12-05-2025 - ABRID - Board Meeting Reports

### OLD BUSINESS

EXECUTIVE DIRECTOR	
Sunset Committee Quarterly Reports.	All quarterly Significant Issues reports to the Sunset Committee, which provide an update on each significant issue discovered in the last Sunset Audit, have been submitted on time.
	Suggestion from the Board Chair: All audit issues have been addressed except for the demographic information requested by the Sunset Committee. We could send the first report in early 2026 after all renewals are finally in.

### NEW BUSINESS

EXECUTIVE DIRECTOR	
Financial Report	Currently, the Board's account stands at \$106,945.41 Our Operating Budget remains steady at \$50,000 every FY.
Executive Director Contract	The contract for the Executive Director position will be expiring early 2026, and the Board needs to begin the process of renewing the contract (see attached). The Board may also decide not to renew the contract and issue a new RFP for the position, but this will need to begin immediately as well. According to the Board's attorney, the Board should NOT go into Executive Session; however, I will need to step out of the room when the vote is taken.
Website update	The state has issued a memo mandating that all state agency websites must comply with WCAG 2.1, which defines how to make web content accessible for a wide range of disabilities, including text alternatives for non-text content, keyboard accessibility, clear navigation, and readable content.  Attached is a proposal to update our website from Affiliated Marketing, dba 24 Communications with a final cost of \$6,250. This is the company that designed and now hosts our current website.

Registration Report	<p>We currently have 254 Registered Interior Designers.</p> <p>New registrations: since the last meeting, the following individuals were granted registration:  Moria Soden, Northlake, TX  Andrew Aho, Birmingham  Dia Baldwin, Irondale  Carolyn Kimbro, Owens Cross Roads  Christen Shaffer, Huntsville  Leah Shepherd, Northport</p> <p>Reinstatements: Since the last meeting we've had 2 reinstated registration.</p>
Renewals	<p>During the renewal period, 3 RIDs applied for inactive status and were approved.</p> <p>There are currently 20 Registered Interior Designers who have not renewed. Two notices have been sent, and a third notice will be sent mid-month. If registrations are not renewed by December 31st, the registrations will expire.</p>
Adobe Acrobat software purchase	<p>All documents that the Board has to submit to the State must be in PDF format. I am requesting the Board approve the purchase of the Adobe Acrobat Pro software through the State's contract with SHI Software.</p> <p>The supplies has submitted a quote in the amount of \$137.28 annually.</p>

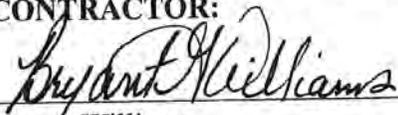
**RENEWAL PROFESSIONAL SERVICES CONTRACT BETWEEN  
THE ALABAMA BOARD FOR REGISTERED INTERIOR DESIGNERS AND  
BRYANT WILLIAMS, EXECUTIVE DIRECTOR**

This Renewal Contract is made between the Alabama Board for Registered Interior Designers (Board) and Bryant Williams (Contractor) whose address is 211 Lockridge Lane, Riverside, Alabama 35135. The parties state the following:

1. The Board is exercising its right to renew its contract with the Contractor for a twelve-month period beginning March 21, 2025.
2. The parties have agreed that the maximum amount to be paid is \$2,100.00 monthly for the twelve-month period.
3. The parties agree that all other terms and conditions of the original contract remain in effect.

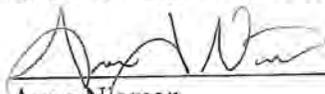
The parties, through their duly authorized representatives, enter into this Contract. The parties, having read and understood the foregoing terms.

**CONTRACTOR:**

  
\_\_\_\_\_  
Bryant Williams  
Executive Director

12/16/2024  
Date Signed

**STATE OF ALABAMA  
ALABAMA BOARD FOR REGISTERED INTERIOR DESIGNERS:**

  
\_\_\_\_\_  
Anne Nieman  
Board Chair

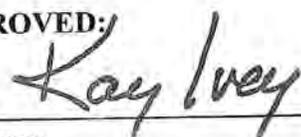
December 16, 2024  
Date Signed

**PROCUREMENT OFFICE:**

**Christine Cook** Digitally signed by Christine Cook  
Date: 2024.12.16 12:55:35 -06'00'  
\_\_\_\_\_  
Chief Procurement Officer  
Division of Procurement

\_\_\_\_\_  
Date Signed

**APPROVED:**

  
\_\_\_\_\_  
Kay Ivey  
Governor, State of Alabama

Reviewed by Contract Review Committee  
3-6-25  
Date Signed  
Contract # C24252713

FEB 06 2025

Alabama Legislature  


**PROFESSIONAL SERVICES CONTRACT BETWEEN  
THE ALABAMA BOARD FOR REGISTERED INTERIOR DESIGNERS  
AND BRYANT WILLIAMS, EXECUTIVE DIRECTOR**

**THIS CONTRACT IS MADE BETWEEN** the Alabama Board for Registered Interior Designers (Board) and Bryant Williams (Contractor) whose address is 211 Lockridge Lane, Riverside, Alabama, 35135, for and in consideration of the terms, conditions, and mutual promises, herein contained, agree as follows:

**1. Term of Contract**

The Board has engaged Contractor through this Contract. The term of the contract shall be from the date the Governor signs the Contract through twelve (12) months from that date. The contract will initially be for a term of twelve (12) months with the option to renew for four (4) additional 12-month periods, beginning on the date of award and expiring on the corresponding anniversary date unless renewed.

**2. Government Approvals Required**

The Contractor acknowledges and understands that this Contract is not effective until it has received all requisite State government approvals, including, but not limited to the Alabama Governor's Office, the Alabama Contract Review Committee, and the State of Alabama Department of Finance. The Contractor shall not begin performing work under this Contract until notified to do so by the State. The Contractor is entitled to no compensation for work performed prior to the effective date of this Contract or prior to a request by the Board.

**3. Compensation**

The maximum amount to be paid for the Contract is \$2,100.00 monthly.

Travel expenses related to the Contract are to be paid in accordance with state regulations. The mileage rate as of January 1, 2023, is \$0.655 per mile. Allowance of expenses other than transportation within the state (per diem, meals) are to be paid in accordance with state regulations under the Code of Alabama § 36-7-20. For all travel related state regulations, the Contractor must also refer to the current State of Alabama's Fiscal Policy and Procedures Manual. The Board must approve all travel for which the Contractor intends to seek reimbursement from the state prior to the Contractor's departure. There will be no additional payments or reimbursements.

**4. Scope of Contract/Deliverables**

1.0 GENERAL

1.1 Reply to all emails and inquiries.

- 1.2 Monitor the phone.
- 1.3 Compose correspondence and all forms to be used for Board business.
- 1.4 Complete the Quarterly Reports and Annual Reports in the STAARS system.
- 1.5 Update the list of Board members and post notice of any vacancies on the Secretary of State's website.
- 1.6 Monitor and update the Board website.
- 1.7 Complete and submit the Annual Recycling Report.
- 1.8 Make reservations and other tasks associated with Board member travel to the Council for Interior Design Qualification (CIDQ) annual meeting, including completing and submitting the request for out-of-state travel to obtain approval from the State.
- 1.9 Serve as contact between the CIDQ and the Board.
- 1.10 Procure office supplies and equipment through the Division of Procurement.
- 1.11 Work with, and complete any necessary paperwork for, the Board of Adjustment.
- 1.12 Testify before the Sunset Committee when/if needed after an audit.
- 1.13 Keep track of all equipment/Board property and assist with the Property Audit when due.
- 1.14 Assist with the Sunset Audit once scheduled.
- 1.15 Complete and submit all required forms from the Federal Government.
- 1.16 Process requests for the Registered Interior Designer (RID) Seal, including completing the digital Seal.
- 1.17 Keep the Board Chair apprised of any developments as needed.

1.18 Filing of all documents and folders.

1.19 Security: Contractor must maintain a "clean desk policy" with respect to paper records of the Board. At the end of each workday, all correspondence, applicants' files, licensee files, and disciplinary files or records are to be locked in storage files or boxes. In no instance should any applicant, licensee, or disciplinary file be left out for any reason. Should any applicant file be removed from the Board's possession for any reason, a chain of custody document must be affixed to said file, and a transmittal record must be retained by the Contractor for that file.

## 2.0 MEETINGS

2.1 There are to be at least two meetings per year.

2.2 Schedule all Board meetings and find a location where they are to be held.

2.3 Notify the Board members of the date, time, and location.

2.4 Post all meetings on the Secretary of State's website and notify the RID of the meeting (all meetings are open to the RIDs).

2.5 Collect all board member reports and distribute them to the entire Board.

2.6 Assemble the Meeting Agenda and distribute along with the reports.

2.7 Assist the Board Chair with the running of the meeting.

2.8 Take the meeting minutes. All minutes are to be approved by the Board at the next meeting and kept on file.

## 3.0 FINANCIALS

3.1 Complete and submit payment vouchers for all invoices and charges.

3.1.1 Keep a log of all vouchers.

3.1.2 When warrant/checks are received, log date received and date mailed out, then forward to appropriate entity.

3.1.3 Retain copies of all vouchers with their corresponding invoices.

- 3.2 Keep track of the budget to ensure funds are available.
- 3.3 Compile, complete, and submit the annual Budget through the STAARS system.
- 3.4 Adjust the budget as needed through the STAARS system.
- 3.5 Accept payments and make deposits.
  - 3.5.1 There are two methods of payment to the Board: checks and through Alabama Interactive. Alabama Interactive is for registration renewal only, and the two methods are processed the same way, but must be kept separate.
  - 3.5.2 Keep records and logs of all received checks, including date received and date deposited.
  - 3.5.3 Complete the Certificate of Deposit and submit it to the Department of Finance.
  - 3.5.4 Retain Copies of all Certificates of Deposit along with their corresponding validated deposit slips.

4.0 REGISTRATION

- 4.1 Receive and process all Applications for Registration.
  - 4.1.1 Log the date application is received.
  - 4.1.2 Receive, log, and compile application file with all documents required for registration.
    - 4.1.2.1 Fully completed and signed application,
    - 4.1.2.2 Proof of citizenship,
    - 4.1.2.3 Proof of passage of the National Council for Interior Design Qualification (NCIDQ) examination, (log into the CIDQ portal and download a copy of the applicants proof of passage)

4.1.2.4 Current resume,

4.1.2.5 School transcripts,

4.1.2.6 Registration fee/check.

4.1.3 Once all documents and payment have been received, forward a scanned copy to the registration committee for their review and possible approval.

4.1.4 If the application is not approved, notate the reasoning in the file and send a notice to the applicant.

4.1.5 If the application is approved, notify the applicant.

4.1.5.1 Enter the designer and all their information into the database/spreadsheet, thereby obtaining their registration number.

4.1.5.2 Complete the first template for the Certificate of Registration and send it to the Secretary of State for his/her signature and to be logged into their system.

4.1.5.3 When signed the Certificate of Registration is received from the Secretary of State.

4.1.5.3(a) Complete the second template for the certificate.

4.1.5.3(b) Affix the Board's seal.

4.1.5.3(c) Make a copy and place it in the file, then mail the original to the Registered Interior Designer.

## 5.0 RENEWALS

5.1 Distribute notice via email to all RIDs of the upcoming renewal deadline at least two months prior.

5.1.1 Keep a log showing each RID has received and read the notice of renewal email.

- 5.1.2 Continue to distribute the notice email at least every two weeks to those who have not confirmed receipt.
- 5.1.3 If notice email is rejected by the recipient's email system, send a hard copy via USPS.
- 5.2 Compile a spreadsheet of all RIDs who are required to renew and send to Alabama Interactive.
- 5.3 At least once per week log into the online renewal system and process all renewals.
  - 5.3.1 Log the renewal date and whether the RID has been randomly selected for audit into the database/spreadsheet.
  - 5.3.2 Ensure that at least 10% of the submitted renewals are audited.
    - 5.3.2.1 To process the audit, review the required CEU documentation to ensure the CEU requirements have been met. Log the results of the audit into the database/spreadsheet.
- 5.4 When a renewal is received via USPS, follow the same procedures as the online renewal process. Keep records of all checks received, including amounts.
  - 5.4.1 For renewals received via USPS, compose the Pocket Card, if requested, showing registration is current and the future expiration date of the registration.
- 5.5 For any renewals received online or mailed after midnight September 31st a late fee is assessed. A notice of the fee must be sent to the RID along with a reminder that any registration not renewed by December 31st the registration will expire.
- 5.6 The registration for all RIDs who do not renew by midnight on December 31st will expire, and notice must be sent to the RID.
- 5.7 Remove the RID from the "active" database/spreadsheet and place in the "expired." Pull the RID's file and place it in the expired section of the file cabinet.
- 5.8 Keep a record of all renewals in the database/spreadsheet including the

date renewed, if they were audited and the results of the audit, and any late assessed and received.

6.0 APPLICATION FOR INACTIVE STATUS

6.1 Process the application.

6.1.1 Ensure the application fee is received. (Follow the process for depositing checks.)

6.1.2 Ensure the RID meets all requirements for inactive status.

6.1.3 Move the RID from the "active" database/spreadsheet and move to the "inactive."

6.1.4 Pull the RID file from the "active" file cabinet and place it in the "inactive" section.

6.1.5 Send notice to the RID that their application was approved.

7.0 APPLICATION FOR REINSTATEMENT

7.1 RIDs whose registration has expired may submit an Application for Reinstatement.

7.2 There are two types of reinstatement: reinstatement of lapsed/expired registration, and reinstatement of revoked registration.

7.3 For reinstatement of lapsed/expired registration, pull file and process the application by ensuring the RID has submitted all required documentation, attended the required CEUs, and paid the reinstatement fee.

7.3.1 If all is in order, approve the reinstatement and pull the file, place it in the "active" file cabinet.

7.3.2 Move the RID from the "expired" spreadsheet and place them in the "active."

7.4 For reinstatement of revoked registration, pull the RID's file and place it on the agenda for the next Board meeting for the Board to vote whether to approve.

7.4.1 Notify the RID of the date, time, and place of the next Board meeting where their application will be discussed.

8.0 APPLICATION FOR REACTIVATION FROM INACTIVE STATUS

8.1 Process the application by pulling the RID's file from the "inactive" file cabinet, ensuring all requirements for reactivation are met, and if so approve the application.

8.2 Move the RID from the "inactive" database/spreadsheet and place in the "active."

8.3 Send notice to the RID informing them if the application was approved or not approved.

9.0 OTHER APPLICATIONS

9.1 Process other applications following each of their guidelines.

9.2 Other applications include:

9.2.1 Application for Change of Information.

9.2.2 Application for Certificate Replacement.

10.0 END OF YEAR

10.1 Complete all End of Year (EOY) documentation and requirements through the STAARS system. The state will send a notification which includes all procedures and requirements two months prior.

11.0 BOARD APPOINTMENTS

11.1 In the spring, notify the Statewide Nominating Committee Chair of any appointments to the Board that will be expiring in the upcoming month of September.

11.2 Work with the Statewide Nominating Committee Chair to schedule a district meeting where nominations will be made, and notify all RIDs of the meeting.

11.3 Assist the Statewide Nominating Committee Chair with procurement of the required documentation of each nominee. A meeting will be called of the Statewide Nominating Committee where all nominees are reviewed and approved

or denied. Then send a letter to the Governor of their recommendations to the Executive Director who will forward the letter to the Governor along with the supporting documentation.

11.4 Send the letter to the Governor and the documentation no later than August 1st.

12.0 COMPLAINTS AND VIOLATIONS

12.1 Process any received complaints or violations according to the Administrative Code.

**5. Condition of Payment**

The Contractor must invoice the Board on a monthly basis in accordance with work completed. Payment will be approved by the Board's authorized representative for services performed upon submission of a monthly invoice. Payment shall be made only to the Contractor, and the Board shall have no obligation to any other person or corporation for expenses incurred by the Contractor. The Contractor has no authority to make any contracts, oral or written, in the name of the Board.

**6. Inspection of Records**

The Contractor and its subcontractors, if any, shall maintain all books, documents, papers accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract, and for three (3) years from the date of final payment under this Contract, for inspection by the Board or the State of Alabama or the State's authorized designees. Copies shall be furnished at no cost to the Board or the State, if requested.

**7. Not to Constitute Debt of State**

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article XI, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26.

**8. Constitutionality**

It is further agreed that if any provision of this contract shall contravene any statute or Constitutional provision or amendment either now in effect or which may, during this contract, be enacted, then that conflicting provision in this contract shall be deemed null and void.

**9. Employment of Staff**

The Contractor is an independent contractor. Neither the Contractor nor its agents or employees shall be deemed employees of the State of Alabama or of the Board. The Contractor shall have no power or authority to bind or otherwise obligate the Board in any

manner, except that the Board shall make payment to the Contractor for services and expenses incurred as provided herein.

**10. Contingency**

It is expressly understood and mutually agreed that any commitment of funds herein shall be contingent upon the receipt and availability of funds by the Board.

**11. Publication of Work**

The Contractor will not publish any findings based on data obtained from the operation of this Contract without the prior written consent of the Board, whose written consent will not be unreasonably withheld. The Board may release without consent of Contractor any document or data subject to release pursuant to the State of Alabama Open Records Act, requests by the State Legislature, or any other allied state agency.

**12. Termination**

It is understood by both parties that this administrative services contract may be terminated at any time by either party upon sixty (60) days' written notice to the other party. Notwithstanding any provision to the contrary, this contract may be terminated immediately for cause. "For cause" shall mean theft, defalcation, unprofessional behavior, misuse and/or abuse of alcohol, drugs, or any act of fraud or misrepresentation.

**13. Alternative Dispute Resolution**

In the event of any dispute between the parties, senior officials of both parties shall meet and engage in good faith to resolve the dispute. Should that effort fail, and the dispute involves the payment of money, a party's sole remedy is the filing of the claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this Contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.

**14. Confidentiality of Information**

As the Contractor may have access to the Board data and information of a privileged, confidential, nature, it will not disclose it to anyone other than Board members, the Board's attorney, or authorized employees, except as may be expressly authorized by the Board in writing.

**15. Insurance**

The Contractor shall maintain sufficient liability insurance to protect the Board from any loss or irregularity incurred by the Contractor dealing with the maintenance, storage, and handling of applicant records, licensee records, complaints, and disciplinary actions pending before or resolved by the Board, and any other records or files maintained by the Contractor on behalf of the Board. Liability insurance will be the responsibility of the

Contractor. The Contractor must keep on file a certificate from Contractor's insurer showing the amounts of insurance coverage carries and the risk covered thereby. Evidence of such coverage will be provided to the Board on an annual basis for the duration of the contract and/or renewals, prior to policy expiration.

**16. Amendments**

This Contract may not be amended or otherwise altered without the express written consent of the parties.

**17. Assignment**

The rights, duties, and obligations arising under the terms of this Contract shall not be assigned by any of the parties in this Contract to any other person, group, entity, organization, or agency without the written consent sent via certified mail, of the other party. The Contractor shall perform all obligations under this contract, and no part of this contract shall be subcontracted without prior consent from the Board.

**18. Severability**

Each provision of this contract is intended to be severable. If any term or provision of this contract is unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be construed as limited.

**19. Governing Laws**

The laws of the State of Alabama shall govern the validity of this contract, the construction of its terms, the interpretation of the rights, the duties of the parties, the enforcement of its terms, and all other matters relating to this Contract.

**20. Merit System Benefits Excluded**

The Contractor is not to be considered a merit system employee and is not entitled to any benefits of the State Merit System.

**21. Relationship/No Third-Party Beneficiaries**

The relationship of the parties in this Contract is that of independent contractors, and no agency, partnership, joint venture, fiduciary or other relationship is created. Neither party may bind or incur any indebtedness or enter into any obligation or commitment on the other party's behalf. This Contract shall not be construed to create any third-party beneficiaries.

**22. Immigration Laws**

By signing this contract, the contracting parties affirm, for the duration of the Contract, 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 Contract and shall be responsible for all damages resulting therefrom.

**23. Open Trade**

In compliance with Act 2016-312, the Contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

In compliance with Ala. Act No. 2023-409, by signing this contract, Contractor provides written verification that Contractor, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act.

**24. Proration Cancellation Clause**

In the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the Governor pursuant to Section 41-4-90 of the Code of Alabama), the Contract shall be subject to termination.

**25. Waiver**

The failure of the State of Alabama to require performance of any provisions of this solicitation or resulting contract shall not affect the State's right to require performance at any time thereafter, nor shall a waiver of any breach or default constitute a waiver of any subsequent breach or default nor constitute a waiver of the provision itself.

**26. Public Record**

The Contractor acknowledges that this Contract is considered a public record pursuant to Alabama's Open Records Act and may be published on the Board's website.

**27. Sovereign Immunity/Governmental Claims**

It is understood and agreed that the Board is not waiving its sovereign immunity.

**28. Equal Employment Opportunity**

There should be no discrimination against any employees employed in the work covered by this contract or against any applicant for such employment, because of race, color, religion, sex, national origin, age, or disability.

**29. Entire Contract/Agreement**

This Contract contains the entire Contract between the parties, and there are no other promises or conditions in any other Contract, whether written or oral.

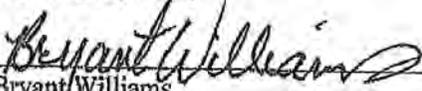
**30. Alabama Ethics Law Compliance**

Contractor agrees to comply with the Alabama Ethics Law in Ala. Code § 36-25-1 et seq., and the nepotism law in Alabama Code § 41-1-5 as if Contractor were a full-time agency head and public employee of the State of Alabama. To that end, and without limiting the duty set forth in the preceding sentence:

- a. Contractor agrees to participate in the "online educational review" of the Alabama Ethics Law offered by the Ethics Commission pursuant to Alabama Code Section 36-25-4.2(e) within thirty (30) days of the effective date of this contract unless the Contractor has previously participated in the review within the preceding two (2) years. Thereafter, Contractor agrees to participate in the online training at least once every two (2) years while the Contract is in effect. Contractor shall maintain evidence of completion of the review in the Board's files while this contract is in effect.
- b. Contractor agrees to file a statement of economic interests pursuant to Ala. Code § 36-25-14 as if Contractor were a full-time public employee serving as a supervisor.
- c. Contractor agrees and acknowledges that this Contract may be terminated immediately upon a finding by the Board that it reasonably appears the Contractor violated the requirements in this paragraph.

IN WITNESS WHEREOF, the Contractor and the Board, through their duly authorized representatives, enter into this Contract. The Parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below agree to the terms thereof.

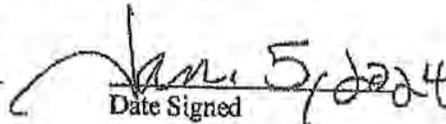
CONTRACTOR:

  
 Bryant Williams  
 Executive Director

01.08.24  
 Date Signed

STATE OF ALABAMA  
 ALABAMA BOARD FOR REGISTERED INTERIOR DESIGNERS

  
 Anne Nieman  
 Board Vice-Chair

  
 Date Signed

Digitally signed by Christine  
Cook  
Date: 2024.01.12 13:10:30  
-06'00'

Christine Cook

Chief Procurement Officer  
State Purchasing

Date Signed

**APPROVED:**

*Kay Ivey*  
\_\_\_\_\_  
Kay Ivey  
Governor, State of Alabama

*3/21/24*  
\_\_\_\_\_  
Date Signed

Reviewed by Contract  
Review Committee  
Contract # *CA4252743*

MAR 07 2024

Alabama Legislature  
*Sunny Daugherty*



# Proposal

WEBSITE DESIGN &  
DEVELOPMENT

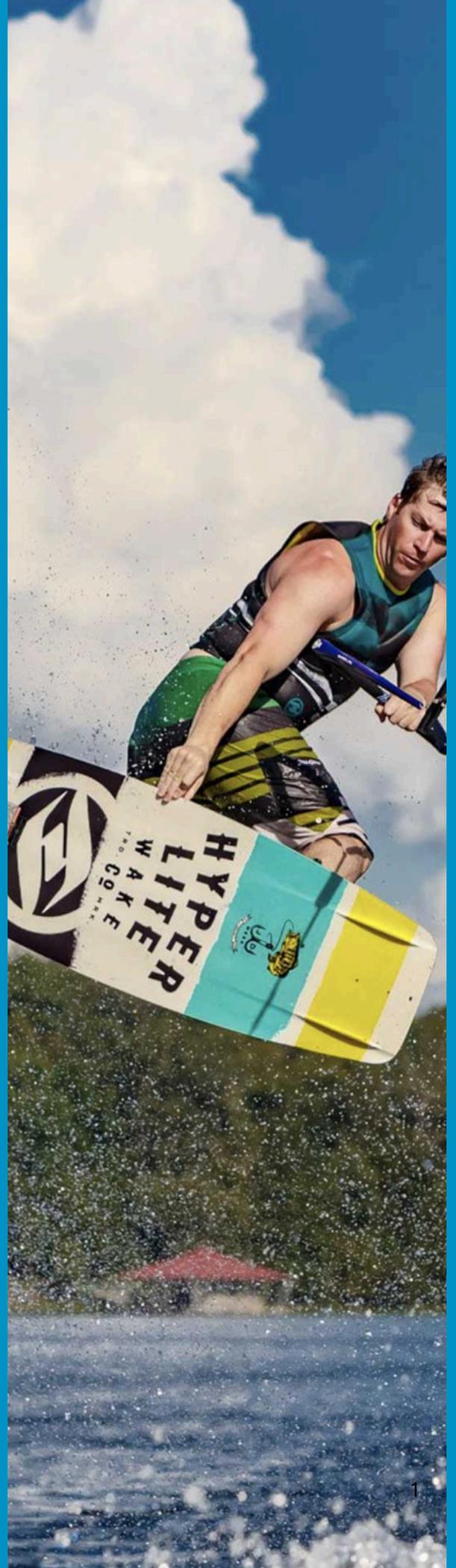
October 2025

Prepared for:

**Alabama Board of Registered  
Interior Designers**

By:

**24 Communications**



**CONFIDENTIAL**

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**The Fine Print**



# CHEERS.

24 Communications is honored to be named the Best Advertising Agency in Alabama by popular vote for the third consecutive year. Thank you to all the friends, clients, colleagues, and peers who voted for us. Your trust continues to help fuel our commitment to excellence, innovation, communication, and stewardship. Together, let's continue to set the standard.

Cheers to another year of success and collaboration!



**VOTED**

BEST ADVERTISING AGENCY  
IN ALABAMA

**2023, 2024, 2025**

[www.24c.co](http://www.24c.co)



We are Designers.  
We are Communicators.  
We are Marketers.

We are 24.

Dear Bryant,

We understand that choosing the right partner for your advertising, marketing, and website development needs is an important decision for the Alabama Board of Registered Interior Designers (ABRID). At 24 Communications, we take that responsibility seriously and appreciate the continued opportunity to support your mission and online presence.

As a full-service marketing and advertising agency, 24 Communications specializes in branding, media placement, and website design and development. We are proud to have been named **Best Advertising Agency in Alabama by Alabama Magazine for three consecutive years—2023, 2024, and 2025** ([24c.co/best](https://24c.co/best)). As a **Certified Women-Owned, Minority-Owned, DBE firm**, we've provided innovative, results-driven marketing solutions since 2006, always with a focus on measurable results and exceptional client service.

Enclosed is our proposal to **redesign and rebuild the ABRID website to achieve WCAG 2.1 AA accessibility compliance**, enhance the user experience, and deliver a fully responsive, mobile-friendly design. The new site is scheduled to **go live on the first Monday of February 2026**, with a **total project cost of \$6,250**, payable in two installments—50% at project initiation and 50% upon launch.

We look forward to the opportunity to continue our partnership and create a modern, accessible, and engaging website that reflects the professionalism and integrity of ABRID and its members. Please don't hesitate to reach out with any questions or requests for additional information.

Sincerely,

Callie Hincy  
24 Communications  
(334) 356-2426  
[callie@24c.co](mailto:callie@24c.co)

# Who We Are



24 Communications is an award-winning boutique advertising agency with locations in Alabama and Florida. We enable a broad range of B2B, B2C, agency, and government clients to effectively leverage the latest technology, open source platforms, and new and traditional marketing and strategies to achieve their goals.

The 24 team has been recognized for outstanding contributions in emerging and traditional media with ADDY creative excellence awards, as well as prestigious Marcom and Hermes Creative Awards.



**Jennifer Solt**  
CEO  
[Email Jennifer](#)



**Callie Hincy**  
COO  
[Email Callie](#)



**Shelton Roach**  
Creative Director  
[Email Shelton](#)



**Lalah Rountree**  
Account Executive  
[Email Lalah](#)



# Testimonials

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“24 Communications has served effectively as our marketing, communications, and advertising team for the past 8 years, during which time we have seen 400% growth in our business. The 24 Communications team is proactive, smart, hardworking, fast, cost effective and responsive.”

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“24 Communications has provided a level of service we were unable to find for 15 years from some of the biggest firms in the nation. They worked to fully understand our markets, our offerings and our value proposition. They created a fully integrated suite of traditional and electronic marketing materials, managed our marketing spend and provided meaningful metrics we use to better focus our resources. I cannot say enough about the team at 24...”

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“The team at 24 Communications is creative, professional and, while understanding the concept of “time sensitive,” they won’t rush a job and go final until it’s perfect! Succinct messaging, unique design vision, quality art, stunning graphics, clear sound and social media presence are considered for every project.”



24

# Our Approach

24 Communications designs and develops award-winning websites that contribute to a positive brand image, facilitate global reach, and enhance customer engagement. Our responsive websites look great on all device types, and include the WordPress content management platform to allow for simple content edits and additions.

An interactive and user-friendly, mobile-first website facilitates direct engagement with the audience. Features such as contact forms, live chat, events calendars, interactive maps, and social media integration provide channels for communication, engagement, and customer support.

## Website Design & Development

Elevate your online presence with our Website Design & Development services. We merge cutting-edge design, user-centric functionality, and seamless navigation to create a digital space that not only captivates visitors but also converts them into lasting customers. Your vision, our expertise.

## Content Development

Our comprehensive Content Development & Copywriting services cater to diverse needs, crafting compelling narratives, engaging web content, and persuasive copy. Our team combines creativity with strategic precision to elevate your brand's voice and drive meaningful connections.

## Website Hosting

Our hosting services include on-demand and automated daily backups which are stored in a geographically separate location from your website to significantly reduce the risk to your data in the unlikely event of a breach or natural disaster.

## PPC & Geo-fenced Advertising

Maximize your online visibility and ROI with our Pay Per Click Advertising and Geo-fenced Ad Campaign Management services. We optimize keywords and ad copy, employ advanced targeting and tracking abilities, and conduct strategic bidding to drive targeted traffic, and achieve measurable success online.

# Deliverables

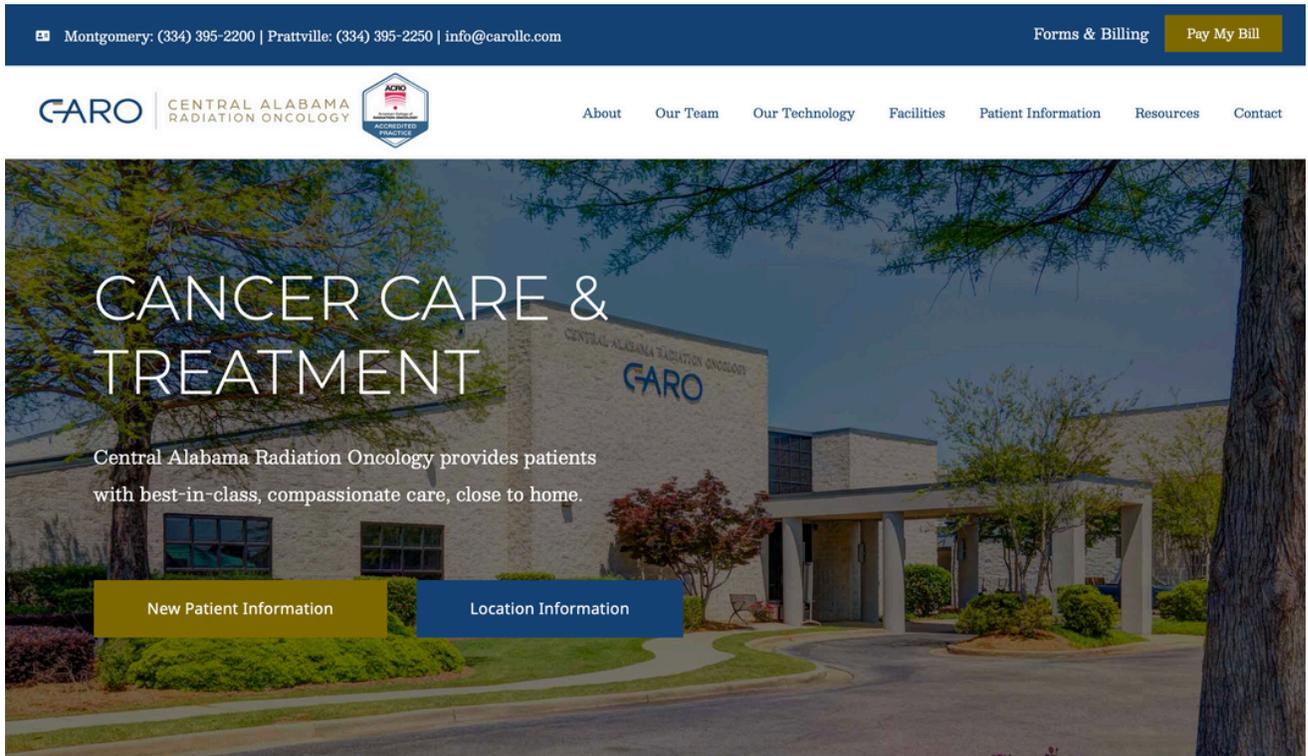


## WEBSITE REDESIGN AND DEVELOPMENT

<https://ABRID.Alabama.gov>

### PROJECT GOALS

- **Accessibility Compliance** – Ensure the site meets WCAG 2.1 AA standards across all pages, forms, interactive elements, and devices.
- **Modern Responsive Design** – Provide an intuitive, mobile-friendly interface for both consumers and registered interior designers.
- **Improved Usability** – Streamline the site architecture (e.g., clearer navigation), enhance content structure, and improve key features like the "Find a Designer" directory.
- **Performance & Security** – Ensure faster load times, secure connections, and adherence to Alabama's state domain and security policies.
- **Maintainability & Training** – Build the site using WordPress CMS so ABRID staff can easily make content edits and additions, with training included.
- **Sustained Accessibility** – Implement ongoing monitoring processes to ensure continuous accessibility compliance post-launch.



24 recently redesigned the online presence for a healthcare provider to meet stringent WCAG 2.1 AA accessibility standards in advance of a 2026 compliance deadline.

## KEY DELIVERABLES

- Interactive design mockups (desktop and mobile versions).
- Fully developed, WCAG 2.1 AA compliant website, integrated into the WordPress CMS.
- Directory search and listing functionality for registered interior designers.
- Accessibility audit results, remediation log, and documentation.
- Staff training materials and session.
- Ongoing monitoring tools and post-launch support plan.

## ACCESSIBILITY FOCUS: WCAG 2.1 COMPLIANCE

The website will meet WCAG 2.1 standards, including:

- Semantic HTML: Proper use of headings, lists, tables, and other elements for screen readers.
- Keyboard accessibility: All functionality will be accessible via keyboard navigation.
- Color contrast: Ensure sufficient contrast ratios for readability.
- Form accessibility: All forms will have clearly labeled fields, error handling, and focus management.
- Responsive design: The site will be fully responsive and work seamlessly across mobile, tablet, and desktop devices.
- Alt text for images: Provide descriptions for all non-decorative images and multimedia content.
- Live regions and ARIA roles: Dynamic content updates will be communicated to screen readers via ARIA roles.

## RESPONSIVENESS & NAVIGATION

The mobile-first site will be responsive for the best possible user experience on any device type. Efficient and intuitive navigation systems will make it easy for users to navigate content.

## CONTENT MANAGEMENT SYSTEM

The site will include a WordPress content management system to allow your team to make content updates efficiently. The site will contain all existing content and blog posts from the current website.

## CMS TRAINING

Following the launch of the website, 24 Communications will provide one (1) hour of CMS training for client administrators to learn how to edit content, add designers, upload media items, and add/remove content from the site.

## SEARCH ENGINE OPTIMIZATION (SEO)

The site will be optimized for search engine visibility and will include Google Analytics to track visits and traffic to the site.

## HOSTING & ANNUAL WEBSITE MAINTENANCE

Following launch, you may choose to have the website hosted by 24 Communications. 24 will provide three (3) hours of monthly website support included in the website hosting and maintenance package. Monthly website maintenance includes WordPress and plugin updates, managed PHP upgrades, automated daily backups, and continuous website monitoring with threat detection. SSL certificates are also provided for each domain pointed to the new website at no extra charge with a hosting agreement.



24 Communications has extensive experience in accessibility design, and has won multiple awards for work designed and developed for the Alabama Council for Developmental Disabilities, including MARCOM Awards, ADDY Awards, and a prestigious Communitas Award .

# Timing

The target launch date is **February 2, 2026**.  
Below is the timeline with key milestones:

## DISCOVERY AND PLANNING

Duration: 2 weeks

- Stakeholder interviews to gather requirements.
- Audit existing site (content inventory, accessibility baseline, analytics).
- Define scope

## DESIGN

Duration: 2-4 weeks

- Wireframing
- Interactive Mockup
- Client Review and Design Approval

## DEVELOPMENT

Duration: 4-6 weeks

- Front- and Back-End Development
- Accessibility Testing
- Quality Assurance

## PRE-LAUNCH

Duration: 2 weeks

- Client Review and Final Approval
- Final Testing
- CMS Training
- SEO Optimization

## LAUNCH

Duration: 1 week

- Deployment and Monitoring

## POST-LAUNCH SUPPORT

Duration: Ongoing



# Cost Proposal

## WEBSITE REDESIGN DEVELOPMENT FEE

**Total Project Cost: \$6,250**

Milestone	Amount Due
50% Deposit	\$3,125 (Due at project kick-off)
50% Final Payment	\$3,125 (Due upon site launch, February 1, 2026)

## WEBSITE HOSTING & MAINTENANCE PLAN

\$265/month

24 Communications offers an optional website Hosting and Maintenance Plan, which includes SSL certificates and three (3) hours of monthly website maintenance. Monthly website maintenance includes WordPress and plugin updates, managed PHP upgrades, automated daily backups, and continuous website and domain monitoring with threat detection.

## COPYWRITING & OTHER HOURLY SERVICES

\$165/hour as needed

In many cases, the client provides the copywriting for the site; however, 24 Communications can provide copywriting services as needed at an hourly rate of \$165/hour. All other hourly services, including maintenance outside of a Hosting and Maintenance Plan, are available at a rate of \$165/hour. Please visit [24c.co](https://24c.co) or contact us for more services.

# References

## Tony Harris

**ALABAMA DEPARTMENT OF TRANSPORTATION**

Bureau Chief and Government Relations Manager

334-353-6554

[harrist@dot.state.al.us](mailto:harrist@dot.state.al.us)

## Tad Snider

**BJCC**

CEO

205-458-8216

[tad.snider@bjcc.org](mailto:tad.snider@bjcc.org)

## Jess Skaggs

**OFFICE OF THE ALABAMA  
SENATE PRESIDENT PRO TEM**

Chief of Staff

334-261-0855

[jesse.skaggs@alsenate.gov](mailto:jesse.skaggs@alsenate.gov)



# Terms & Conditions

This WEB SITE DEVELOPMENT AGREEMENT ("Agreement") is made and entered into on \_\_\_\_\_ (the "Effective Date") between AFFILIATED MARKETING, LLC., an Alabama limited liability company, having its principal office at 7245 Halcyon Summit Dr., Ste. B, Montgomery, AL 36117 ("Company"), and \_\_\_\_\_, a \_\_\_\_\_, having a principal office at \_\_\_\_\_ ("Customer").

**PLEASE READ THIS AGREEMENT CAREFULLY.**

**BY SIGNING THIS DOCUMENT, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND ALL TERMS AND CONDITIONS INCORPORATED BY REFERENCE IN THIS AGREEMENT, INCLUDING COMPANY'S USAGE POLICIES. YOUR USE OF THE SERVICES CONSTITUTES ACCEPTANCE OF THIS AGREEMENT.**

## **1. TERM AND TERMINATION**

*A. Term of Agreement.* This Agreement shall be effective as of the date set forth above. Company cannot guarantee the Delivery Date but will use commercially reasonable efforts to perform the Services in an efficient and timely manner.

*B. Termination.* This Agreement may be terminated by either party upon written notice to the other, if the other party breaches any material obligation provided hereunder and the breaching party fails to cure such breach within thirty (30) days of receipt of the notice. This Agreement may be terminated by Company (i) immediately if Customer fails to pay any fees hereunder; or (ii) if Customer fails to cooperate with Company or hinders Company's ability to perform the Services hereunder.

## **2. COMPANY'S AND CUSTOMER'S RESPONSIBILITIES**

*A. Scope of Work.* Customer hereby retains the services of Company to design and develop a Web Site for Customer in accordance with the Proposal.

*B. Changes.* Changes to this Agreement, the Proposal or to any of the specifications of the Web Site shall become effective only when a written change request is executed by the Customer and Company ("Change Order"). Company agrees to notify Customer promptly of any factor, occurrence, or event coming to its attention that may affect Company's ability to meet the requirements of this Agreement, or that is likely to occasion any material delay in delivery of Services. In the event of a conflict between the terms of this Agreement and a Change Order, the terms of this Agreement shall govern.

*C. Customer's Responsibilities.* Customer agrees to perform all tasks assigned to Customer as set forth in this Agreement or a Change Order, and to provide all assistance and cooperation to Company in order to complete timely and efficiently the Web Site. Company shall not be deemed in breach of this Agreement, the Services, a Change Order, or any milestone in the event Company's failure to meet its responsibilities and time schedules is caused by Customer's failure to meet (or delay in) its responsibilities and time schedules set forth herein, a Change Order, or this Agreement. In the event of any such failure or delay by Customer (i) all of Company's time frames, milestones, and/or deadlines shall be extended as necessary; and (ii) Customer shall continue to make timely payments to Company as set forth in this Agreement and any Change Order(s) as if all time frames, schedules, or deadlines had been completed by Company. Customer shall be responsible for making, at its own expense, any changes or additions to Customer's current systems, software, and hardware that may be required to support Customer's specific requirements as to the operation of the Web Site. Unless otherwise contracted with Company or reflected in a Change Order, Customer shall be responsible for initially populating and then maintaining any databases on the Web Site as well as providing all content for the Web Site. With the execution of a Change Order specifically asking Company to assess the Customer's systems, software, hardware, and/or Web Site from time to time, Company may agree to perform this function at normal Company rates.

### **3. WEB SITE DESIGN**

*A. Design.* The design of the Web Site shall be in substantial conformity with the material provided to Company by Customer. Web Site text will be supplied by the Customer unless copywriting services have been purchased. Development of web Site will take place on the Customer's established web hosting service, not provided by the Company. Company shall not include, as determined in its sole discretion, any of the following in the Web Site: text, graphics, sound, or animations that might be viewed as obscene or any illegal activities; links to other websites that might be viewed as obscene or related in any way to any illegal activities; impressionistic or cartoon-like graphics (unless provided by Customer); invisible text, metatags (i.e., text that is present only when a "Webcrawler" or other Web indexing tool accesses the Web Site), or any other type of hidden text, hidden information, hidden graphics, or other hidden materials; or destructive elements or destructive programming of any type.

*B. Accessibility of Web Site During Construction.* Periodically throughout the construction of the Web Site, the Web Site shall be made accessible for review by the Customer in the development environment, generally referred to as the Staging Site.

*C. Completion Date.* Company and the Customer shall work together to complete the Web Site in a commercially reasonable manner. Customer must supply Company complete text and any necessary images or graphics content for all web pages contracted for within two (2) weeks of the date of this Agreement unless otherwise noted. If Customer has not submitted complete text and graphics content within three (3) weeks after the Agreement date, an additional continuation fee of ten percent (10%) of the total Order price will also be assessed each month until the Web Site is published.

*D. Copyright to Web Site.* Customer acknowledges, understands and agrees that Company may use its own and/or may purchase third party licenses for products or services that are necessary for Company to design and develop the Web Site. Such products may include, but are not limited to server-side applications, clip art, "back-end" applications, music, stock images, or any other copyrighted work ("Outside Content"), which Company deems necessary to purchase on behalf of Customer to design and develop the Web Site. Customer further acknowledges and understands that any Outside Content used to design and develop the Web Site is owned by Company and/or such third parties and cannot be transferred to Customer and is hereby specifically not transferred to Customer and shall remain the property of Company and/or such third parties. Outside Content which is owned and/or purchased by Company and/or such third parties may be used in the design and/or development of other web sites separate from Customer. Customer and Company agree that upon payment in full of the fees associated with the design and development of the Web Site, Customer shall own a worldwide right, title, and interest in and to the Web Site (including, its source code and documentation) (the "Custom Programming"). Customer and Company agree that Company shall retain a worldwide, royalty-free, non-exclusive, transferable, and perpetual right and license to the Custom Programming including, but not limited to, the right to modify, amend, create derivative works, rent, sell, assign, lease, sublicense, or otherwise alter or transfer the Custom Programming. Customer and Company also agree that the design and development of the Web Site may include source code, documentation, and/or application programs that were previously written or developed by Company and/or third parties and modified to meet Customer's specific requirements (the "Code Content"). Company shall own all worldwide right, title, and interest in and to the Code Content, but shall provide Customer (upon payment in full of the fees associated with the design and development of the Web Site) a worldwide, royalty-free, non-exclusive, transferable and perpetual right and license to use the Code Content. Company and its subcontractors retain the right to display graphics and other web design elements of the Web Site as examples of their work in their respective portfolios.

### **4. HOSTING AND MAINTENANCE**

This Agreement does not provide Web Site Hosting and Maintenance unless a Web Site Hosting and Maintenance plan is purchased. If no Web Site Hosting and Maintenance plan is purchased, Web Site maintenance and updates, including updates to the content management system, plugins, and other Web Site systems and content may be made available at the discretion of the Company to be assessed at an hourly rate. This rate shall also govern additional work authorized beyond the maximums specified in the Proposal for such services as webpage design, editing, modifying product pages and databases in an online store, and art, photo, graphics, or any other services.

## **5. FEES**

*A. Development Fee.* The total price for all of the work set forth in the Agreement (excluding post-approval modifications not implemented by Customer) shall be set forth in the Proposal (the "Development Fee"). This price covers all work for the project (excluding post-approval modifications not implemented by Customer). Unless otherwise stated in the Proposal, the Development Fee to Company is to be paid in the form of a 50% deposit due and payable upon placing the order, and the final 50% balance due and payable upon final approval of the Web Site by the Customer. The Web Site will not be launched or made visible to the public until the Development Fee has been paid in full and such funds are cleared from the relevant financial institution. Hourly work completed in addition to work included under the Development Fee will be billed in the the month following completion, and will be due and payable upon receipt. If a Hosting and Maintenance package is selected by the Customer, Hosting and Maintenance fees will be billed at the first of each month following the website launch, and will be due and payable upon receipt. A late charge of 1.5% per month will be imposed for any portion of the billed amount not paid within 30 days of the bill date. We reserve the right to suspend our work and/or to terminate our engagement if any bill is not paid in full within 30 days of the bill date. In the event of suspension of our work or termination of our engagement, such work shall not be resumed and such engagement shall not be reinstated, as the case may be, until the account balance and all late charges are paid in full.

*B. Project Abandonment.* If after repeated attempts to begin, continue, or finalize the delivery of services, Customer fails to participate, or becomes otherwise unresponsive to Company requests for a period of three (3) months, the project may be considered abandoned, and Company may reduce any refund the Customer may otherwise be entitled to hereunder to zero, and Customer will have forfeited all rights to receive any refund for services purchased or as described in the original Proposal.

## **6. INDEMNIFICATION**

*A. Company Indemnity.* In performing services under this Agreement, Company agrees not to design, develop, or provide to Customer any items that infringe one or more patents, copyrights, trademarks or other intellectual property rights (including trade secrets), privacy, or other rights of any person or entity. If Company becomes aware of any such possible infringement in the course of performing any work hereunder, Company shall immediately so notify Customer in writing. Company agrees to indemnify, defend, and hold Customer, its officers, directors, members, employees, representatives, agents, and the like harmless for any such alleged or actual infringement and for any liability, debt, or other obligation arising out of or as a result of or relating to (a) the Agreement, (b) the performance of the Agreement, or (c) the Deliverables, other than Customer's responsibilities and Customer Content. This indemnification shall include attorney's fees and expenses, unless Company defends against the allegations using counsel reasonably acceptable to Customer. Company's total liability under this Agreement shall not exceed the amount of the Development Fee derived by Company under this Agreement.

*B. Customer Indemnity.* Customer shall indemnify and hold harmless Company (and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees) from any and all claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees and all related costs and expenses) incurred by Company as a result of any claim, judgment, or adjudication against Company related to or arising from (a) any photographs, illustrations, graphics, audio clips, video clips, text, data or any other information, content, display, or material (whether written, graphic, sound, or otherwise) provided by Customer to Company (the "Customer Content"), or (b) a claim that Company's use of the Customer Content infringes the intellectual property rights of a third party. To qualify for such defense and payment, Company must: (i) give Customer prompt written notice of a claim; and (ii) allow Customer to control, and fully cooperate with Customer in, the defense and all related negotiations.

## **7. REPRESENTATIONS AND WARRANTIES**

*A. Company makes the following representations and warranties for the benefit of Customer:*

*1. No Conflict.* Company represents and warrants that it is under no obligation or restriction that would in any way interfere or conflict with the work to be performed by Company under this Agreement and the Order. Customer understands that Company is currently working on one or more similar projects for other clients. Provided that those projects do not interfere or conflict with Company's obligations under this Agreement, those projects shall not constitute a violation of this provision of the Agreement.

*2. Conformity, Performance, and Compliance.* Company represents and warrants that (1) all Deliverables shall be prepared in a workmanlike manner and with professional diligence and skill; (2) all Deliverables will function under standard web development conventions; (3) all Deliverables will conform to the specifications and functions set forth in this Agreement; and (4) Company will perform all work called for by this Agreement in compliance with applicable laws. Company will repair any Deliverable that does not meet this warranty within 30 days of Web Site launch if the defect affects the usability of Customer's Web Site, said repairs to be free of charge to Customer. This warranty does not cover links that have changed over time, pages that have become obsolete, content that has become outdated, or other changes that did not result from any error on the part of Company. Company does not guarantee or warrant Web Site security or security of the Customer's Web Site hosting company, and is not responsible for any damage resulting from a breach of Web Site security. If a breach of Web Site security occurs, assistance from Company may be made available at the discretion of the Company to be assessed at an hourly rate.

*3. Disclaimer of All Other Warranties.* COMPANY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN ITS WEB PAGES OR THE WEB SITE WILL MEET THE CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF THE WEB PAGES WILL BE UNINTERRUPTED OR ERROR-FREE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE WEB PAGES AND WEB SITE IS WITH CUSTOMER. EXCEPT AS OTHERWISE SPECIFIED IN THIS AGREEMENT, DEVELOPER PROVIDES ITS SERVICES "AS IS" AND WITHOUT WARRANTY OF ANY KIND. THE PARTIES AGREE THAT (A) THE LIMITED WARRANTIES SET FORTH IN THIS SECTION ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED BY EACH PARTY, AND (B) EACH PARTY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THIS AGREEMENT, PERFORMANCE OR INABILITY TO PERFORM UNDER THIS AGREEMENT, THE CONTENT, AND EACH PARTY'S COMPUTING AND DISTRIBUTION SYSTEM. IF ANY PROVISION OF THIS AGREEMENT SHALL BE UNLAWFUL, VOID, OR FOR ANY REASON UNENFORCEABLE, THEN THAT PROVISION SHALL BE DEEMED SEVERABLE FROM THIS AGREEMENT AND SHALL NOT AFFECT THE VALIDITY AND ENFORCEABILITY OF ANY REMAINING PROVISIONS.

*4. Limitation of Liability.* IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE, LOST PROFITS, WHETHER OR NOT FORESEEABLE OR ALLEGED TO BE BASED ON BREACH OF WARRANTY, CONTRACT, NEGLIGENCE OR STRICT LIABILITY, ARISING UNDER THIS AGREEMENT, LOSS OF DATA, OR ANY PERFORMANCE UNDER THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN. THE MAXIMUM REMEDY AVAILABLE TO EITHER PARTY IS ANY AMOUNT PAID BY CUSTOMER HEREUNDER. COMPANY MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO ANY THIRD PARTY PRODUCTS, THIRD PARTY CONTENT OR ANY SOFTWARE, EQUIPMENT, OR HARDWARE OBTAINED FROM THIRD PARTIES.

B. Customer makes the following representations and warranties for the benefit of Company:

1. Customer represents to Company and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Company for inclusion in the Web Site are owned by Customer, or that Customer has permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend Company and its subcontractors from any claim or suit arising from the use of such elements furnished by Customer.

2. From time to time governments enact laws and levy taxes and tariffs affecting Internet electronic commerce. Customer agrees that the Customer is solely responsible for complying with such laws, taxes, and tariffs, and will hold harmless, protect, and defend Company and its subcontractors from any claim, suit, penalty, tax, or tariff arising from Customer's exercise of Internet electronic commerce.

C. *Confidentiality*. The parties agree to hold each other's Proprietary or Confidential Information in strict confidence. "Proprietary or Confidential Information" shall include, but is not limited to, written or oral contracts, trade secrets, know-how, business methods, business policies, memoranda, reports, records, computer retained information, notes, or financial information. Proprietary or Confidential Information shall not include any information which: (i) is or becomes generally known to the public by any means other than a breach of the obligations of the receiving party; (ii) was previously known to the receiving party or rightly received by the receiving party from a third party; (iii) is independently developed by the receiving party; or (iv) is subject to disclosure under court order or other lawful process. The parties agree not to make each other's Proprietary or Confidential Information available in any form to any third party or to use each other's Proprietary or Confidential Information for any purpose other than as specified in this Agreement. Each party's proprietary or confidential information shall remain the sole and exclusive property of that party. The parties agree that in the event of use or disclosure by the other party other than as specifically provided for in this Agreement, the non-disclosing party may be entitled to equitable relief.

Notwithstanding termination or expiration of this Agreement, Company and Customer acknowledge and agree that their obligations of confidentiality with respect to Proprietary or Confidential Information shall continue in effect for a total period of three (3) years from the Effective Date.

## **8. FORCE MAJEURE**

Neither party will be liable for, or will be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any causes or conditions that are beyond such Party's reasonable control and that such Party is unable to overcome through the exercise of commercially reasonable diligence. If any force majeure event occurs, the affected Party will give prompt written notice to the other Party and will use commercially reasonable efforts to minimize the impact of the event.

## **9. RELATIONSHIP OF PARTIES**

A. *Independent Contractor*. Company, in rendering performance under this Agreement, shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. Company shall be solely responsible for and shall hold Customer harmless for any and all claims for taxes, fees, or costs, including but not limited to withholding, income tax, FICA, and workers' compensation.

B. *No Agency*. Customer does not undertake by this Agreement, the Order or otherwise to perform any obligation of Company, whether by regulation or contract. In no way is Company to be construed as the agent or to be acting as the agent of Customer in any respect, any other provisions of this Agreement notwithstanding.

## **10. JURISDICTION/DISPUTES**

This Agreement shall be governed and construed under the laws of the State of Alabama, without regard to the conflicts of law principles. A party's failure to enforce any provision of this Agreement shall not constitute a waiver of such provision or any other provision. Should any provision of the Agreement be held void, invalid, unenforceable or illegal, the validity and enforceability of the other provisions shall not be affected thereby. All unresolvable disputes or claims arising under or relating to this Agreement shall be resolved by binding arbitration in accordance with the Commercial Dispute Resolution Procedures of the American Arbitration Association (AAA) and the Federal Arbitration Act in Title 9 of the U.S. Code. Arbitration hearings will be held in Montgomery, Alabama, or where otherwise mutually agreed upon by the parties hereto. A single arbitrator will be appointed by the AAA and will be an attorney or a retired judge with experience and knowledge in corporate and contractual matters. Any issue concerning whether or the extent to which a dispute or claim is subject to arbitration, including but not limited to issues relating to the validity or enforceability of these arbitration provisions, shall be determined by the arbitrator. All statutes of limitations or other defenses relating to the timeliness of the assertion of a dispute or claim that otherwise would be applicable to an action brought in a court of law shall be applicable in any such arbitration, and the commencement of an arbitration under this Agreement shall be deemed the commencement of an action for such purposes.

No provision of this paragraph shall restrict the ability of any person to exercise all rights and remedies available under applicable law or this Agreement; provided, however, that the exercise of those rights or remedies is subject to the right of any other person to demand arbitration as provided herein. The commencement of legal action by a person entitled to demand arbitration does not waive the right of that person to demand arbitration with respect to any counterclaim or other claim. No person entitled to demand arbitration hereunder shall be permitted to assert a dispute or claim that is on behalf of any other person. Similarly, an arbitration proceeding under this Agreement may not be consolidated with other arbitrations proceedings. Judgment upon the award rendered in arbitration shall be final and may be entered in any court, state or federal, having jurisdiction. IF A DISPUTE OR CLAIM IS NOT SUBJECT TO ARBITRATION FOR ANY REASON, THEN THE DISPUTE OR CLAIM SHALL BE DECIDED IN A COURT OF COMPETENT JURISDICTION WITHOUT A JURY. THE PARTIES HERETO IRREVOCABLY WAIVE ALL RIGHTS TO TRIAL BY JURY.

**11. AGREEMENT BINDING ON SUCCESSORS**

The provisions of the Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, their heirs, administrators, successors and assigns.

**12. ASSIGNABILITY**

Customer may not assign this Agreement or the rights and obligations thereunder to any third party without the prior express written approval of Company. Company reserves the right to assign subcontractors as needed to this project to help ensure on-time completion.

**13. WAIVER**

No waiver by either party of any default shall be deemed as a waiver of prior or subsequent default of the same of other provisions of this Agreement.

**14. SEVERABILITY**

If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from the Agreement.

**15. INTEGRATION**

This Agreement constitutes the entire understanding of the Parties, and revokes and supersedes all prior agreements between the Parties and is intended as a final expression of their Agreement. It shall not be modified or amended except in writing signed by the Parties hereto and specifically referring to this Agreement. This Agreement shall take precedence over any other documents which may conflict with this Agreement.

**16. READ AND UNDERSTOOD**

Each Party acknowledges that it has read and understands this Agreement and agrees to be bound by its terms and conditions.

**17. DULY AUTHORIZED REPRESENTATIVE**

If this Agreement is executed then each Party warrants that their representative whose signature appears on such signature pages is the duly authorized by all necessary and appropriate corporate actions to execute this Agreement.

In witness whereof, the parties have executed this Agreement the day and year first above written.

**COMPANY:**

AFFILIATED MARKETING, LLC,  
an Alabama limited liability company

  
By: Callie K. Hincy  
Its: Chief Operations Officer  
Date: 10/29/2025

**CUSTOMER:**

\_\_\_\_\_  
a \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_



# Thank You

For more information, please contact:

**Callie Hincy**

**24 Communications**

COO

 334-221-3037

 [callie@24c.co](mailto:callie@24c.co)



Pricing Proposal  
 Quotation #: 26927522  
 Reference #: MP# 1005637022  
 Created On: 12/3/2025  
 Valid Until: 12/31/2025

## AL-Alabama State Board for Registered Interior Designers

### Bryant Williams

211 Lockridge Ln  
 Riverside, AL 35135  
 United States  
 Phone: 205-317-0356  
 Email: director@abrid.alabama.gov

## Inside Account Manager

### Julian Paredes

290 Davidson Avenue  
 Somerset, NJ 08873  
 Phone: 800-543-0432  
 Fax: 732-868-6055  
 Email: Julian\_Paredes@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Adobe Acrobat Pro for enterprise, Subscription New, Annual, 1 User, Large Government Agencies - Level 7 Adobe - Part#: 30002125CC07A12 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919	1	\$137.28	\$137.28
<b>Total</b>			<b>\$137.28</b>

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

