CITY OF FAIRHOPE

RFQ INVITATION  March 17, 2011

Sealed proposals will be received by the City of Fairhope of Baldwin County, Alabama, in the City of Fairhope offices, 555 South Section St. Fairhope, Alabama, until 2:00P.M. April 7, 2011, and then publicly opened thereafter, for furnishing professional services required by the City of Fairhope and described as follows:

PS007-11 PROFESSIONAL SERVICES TO NEGOTIATE JOINT USE AGREEMENT

Questions or comments pertaining to this proposal must be presented in writing, sent as e-mail or faxed to the attention of the Purchasing Manager, Daniel P. Ames, P.O. Drawer 429, 555 South Section St., Fairhope, Al 36532, e-mail: dan.ames@cofairhope.com, fax number: 251-990-0125, Seventy Two (72) hours prior to the proposal opening or will be forever waived.

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

The City of Fairhope is an Equal Opportunity Employer and requires that all contractors comply with the Equal Employment Opportunity laws and the provisions of the Contract Documents in this regard. The City also encourages and supports the utilization of Minority Business Enterprises on this and all public proposals.

All proposals, with their guarantee (when required), must be enclosed in a sealed, opaque envelope, clearly identified on the outside as a “Sealed Proposal” with Item Name, Proposal Number, City of Fairhope’s Name and Address and Bidder’s Name and Address. Each proposal must be in a separate envelope. Proposals made out in pencil will not be accepted.

Failure to observe the instructions contained herein will constitute grounds for rejection of your proposal. The City reserves the right to accept or reject all proposals or any portion thereof whichever is in the best interest of the City of Fairhope.

The company that is awarded the proposal must have Workman’s Compensation Insurance on all of its employees if work is done on City premises. General Liability Insurance must be maintained to hold the City harmless in the event of an accident. See RFQ packet for details.

No proposals will be considered unless the vendor, whether resident or non-resident of Alabama, is properly qualified and to submit a proposal for this type of work in accordance with all applicable laws of the State of Alabama. In addition, non-residents of the State if a corporation, shall show evidence of having qualified with the Secretary of State to do business in the State of Alabama.

Daniel P. Ames,

Purchasing Manager

Posted: 03-17-11
REQUEST FOR QUALIFICATIONS (RFQ) FOR PROFESSIONAL SERVICES FOR THE CITY OF FAIRHOPE ELECTRIC DEPARTMENT

RFQ NO. PS007-11 PROFESSIONAL SERVICES TO NEGOTIATE JOINT USE AGREEMENTS

MAYOR
Timothy M. Kant, Mayor

FAIRHOPE CITY COUNCIL
Lonnie L. Mixon, Council President
CITY OF FAIRHOPE
REQUEST FOR QUALIFICATIONS (RFQ)
Relating to

Professional Services To Negotiate Joint Use Agreements
City of Fairhope Electric Department

Background

The City of Fairhope, Al is located in Baldwin County Al., on the shore of Mobile Bay. The City of Fairhope is negotiating joint use agreements.

Purpose

The Request for Qualifications (RFQ) is issued as contained in this document. The City of Fairhope, Alabama (City) is soliciting written proposals from professional joint use negotiation consultant firms interested in providing professional consulting services to negotiate joint use agreements. The City also reserves the right to select more than one professional consulting firm. Attached to the back of this RFP is a sample agreement that the successful proposers will be requested to execute.

Location / Layout

City of Fairhope Electric Facilities, Fairhope, Alabama 36532. The Electric facilities are in various locations. Specific locations will be detailed to awarded firm.

Scope of Work

A) Assist the City of Fairhope (City) in performing a joint use pole attachment count. Inventory all poles and identify attachments on City owned and foreign owned poles. All pole transfer locations and stub poles to be pulled should be recorded. All information captured in the field needs to be reported in an electronic database and spreadsheet.

B) Review the City existing joint use agreements and attachment agreements, and negotiate new settlement rates in City joint use agreements and attachment agreements with cable, telephone and fiber optic companies.

C) Review City’s existing agreements for the purpose of identifying fees or charges which City may be entitled to receive under said agreements that have not been collected. Inform City of all such fees or charges identified. Assist in any negotiations required to determine the amounts owed to City under such existing agreements and City will pursue collection of such amounts.

D) Furnish person(s) with knowledge and experience in the area of joint use and attachment agreements, plant records, and financial analysis to negotiate said changes in settlement rates in City’s existing joint use
E) and licensee agreements and to negotiate new agreements with any entities who may request use of City’s poles during the term of this agreement.

F) Treat as confidential all of City records and other information provided.

There will be a mutually agreed expedient schedule for this work and all deliverables.

**Time Line**

1. The City shall request from selected firms (minimum of three, if possible) for each project that they submit a technical approach or project understanding, scope of services, and other details the City will use to evaluate and select the firm the City determines to be most qualified for specific projects. Interviews or decisions may be required during evaluation of technical proposals.

2. A committee of six (6) consisting of the of the Mayor, City Administrator, Purchasing Manager, Electric Superintendent, and one (1) member of City Council, and the Superintendent of the Water & Sewer Department will evaluate and rank the professionals the committee feels are most qualified to provide the required service(s).

3. The City shall then negotiate a contract with the firm ranked by the City as most qualified.

4. Should the City not be able to negotiate a contract with the firm ranked most qualified then the City shall terminate the negotiations and enter into negotiations with the next most qualified firm. This negotiation process may continue and be repeated until the City is able to successfully negotiate a contract.

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

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

7. Upon final RFQ submittal and review by the City of Fairhope, the Fairhope City Council will award the contract.
Request for Qualifications

Ten (10) copies of the proposal must be submitted by the deadline. These copies will be provided to the City of Fairhope for review and recommendation to the City of Fairhope City Council.

Format

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

1) Cover letter and letter of interest (LOI) identifying the projects for which the firm is requesting consideration. List ten (10) projects of similar nature to scope of work, include references. It shall be vitally important to highlight any and all projects the firm has managed relating specifically to negotiating joint use agreements.

2) Name of firm, address and telephone number. A primary contact with phone number and email shall also be provided.

3) Names, qualifications, and experience of a principal/owner (contractual authority), a key personnel manager (Task Manager) who would be assigned to the City of Fairhope joint use negotiation project. This information should include but not be limited to the following for each individual (a one page limit for each).
   a) Number and type of projects in which each individual has been involved (no project should be more than 5 years old). Include reference contact information.
   b) Key personnel are defined as professionals, heavily experienced in joint use negotiation, and any other applicable resources related to projects of this nature. The focus should be to highlight those personnel with expertise in joint use negotiation.

5) Number and composition of staff that is readily available for City of Fairhope projects, including a table of organization by name to key personnel. Composition of staff should be broken into professional, and technical. Description of the firm's ability to generally respond to the City’s project needs.

6) Name of responsible firm member and a Project Manager. It is the City's expectation that this individual will be available to manage any project for which the firm may be selected. The only acceptable reason for this person to not be available for a Fairhope contract is the individual is no longer with the firm. It is the testing firms' responsibility to advise the City of any changes in this individual's ability to be available for a Fairhope contract.
7) A statement detailing the firm’s Quality Assurance Program.

8) All necessary information required of the attached CITY OF FAIRHOPE: EXHIBIT A: QUALIFICATION STATEMENT EVALUATION.

Selection Procedure

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

Notification

The City of Fairhope will not be responsible for costs incurred by anyone in the submittal of proposals or for any cost incurred prior to contract execution; The Request for Qualifications is not to be construed as a contract or as a commitment of any kind;

All responses shall be held confidential from other parties by the City to the extent allowable by law. However, confidential or sensitive information should not be included if the applicant wants to protect that information;

The use of subcontractors as described by the Consultant in the Request for Qualifications and subsequent approved and signed contract with the City of Fairhope is allowed in this project;

The selected Consultant is responsible for billing and paying of any subcontractors they employ on the project; The selected Consultant is responsible for insurance requirements;

The City of Fairhope reserves the sole right to: 1) evaluate the qualifications submitted; 2) waive any irregularities within; 3) select candidates for the submittal of more detailed qualifications and presentation; 4) accept any submittal or portion of a submittal; and/or 5) reject any or all submittals, solely at its discretion.
Application Deadline

2:00 P.M. on Thursday, April 7, 2011

Submit RFQs To:
Daniel P. Ames, Purchasing Manager
P.O. Box 429
555 South Section Street
Fairhope, Al 36533
251-990-0199
Email: dan.ames@cofairhope.com
(Follow instructions for submittal in Invitation above)
CITY OF FAIRHOPE: EXHIBIT A:
QUALIFICATION STATEMENT EVALUATION

Qualifications for:

Proposal Evaluation Form

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<th>Project:</th>
<th>Qual. Req.:</th>
<th>Evaluator:</th>
<th>Date:</th>
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<td>Project Manager's Experience on Similar Projects</td>
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<td>Key Task Managers’ Experience on Similar Projects</td>
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<td>Past Performance</td>
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Rating: 1-poor, 2-fair, 3-good, 4-excellent, 5-superior Weighting Factors (1-5) can be adjusted for each Contract according to the need and priorities of the City of Fairhope.
SAMPLE CONTRACT

CONTRACT DOCUMENTS
    AND
SPECIFICATIONS
    FOR
RFQ NO. PS007-11
PROFESSIONAL SERVICES TO NEGOTIATE JOINT
USE AGREEMENTS
    FOR
THE CITY OF FAIRHOPE
ELECTRIC DEPARTMENT

MAYOR
    Timothy M. Kant, Mayor

FAIRHOPE CITY COUNCIL
    Lonnie L. Mixon, Council President

Set No. ______
CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT, made and entered into this ______ day of ____________, 20____, by and between the City of Fairhope, Alabama (hereinafter called "CITY") acting by and through its governing body, the FAIRHOPE CITY COUNCIL, and of ________, Alabama (hereinafter called the "CONSULTANT"),

W I T N E S S E T H:

That in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

1.0 DEFINITIONS:
The following terms shall have the following meanings:

COUNTY: Baldwin County, Alabama
CITY: Fairhope, Alabama
PROJECT: Professional services required to negotiate joint use agreements

PART ONE

GENERAL CONDITIONS

1.1. The CITY hereby employs the CONSULTANT and the CONSULTANT agrees to perform for the CITY those professional services as hereinafter set forth in connection with the following:

NEGOTIATING JOINT USE AGREEMENTS

PROJECT INFORMATION: Negotiating joint use agreements

1.2. The CONSULTANT will begin work on the professional services outlined herein upon execution of the Contract and shall pursue the work in a timely manner.

1.3. For the purpose of this contract, the CONSULTANT represents to the CITY that it possesses the professional, technical, and administrative personnel with the specific experience and training necessary to provide the services as may be required by the CITY. Furthermore, the CONSULTANT will meet all current licensing and certifications necessary to perform the scope of work.
PART TWO
PROJECT SCOPE

2.0 Scope of Work:

A) Assist the City of Fairhope (City) in performing a joint use pole attachment count. Inventory all poles and identify attachments on City owned and foreign owned poles. All pole transfer locations and stub poles to be pulled should be recorded. All information captured in the field needs to be reported in an electronic database and spreadsheet.

B) Review the City existing joint use agreements and attachment agreements, and negotiate new settlement rates in City joint use agreements and attachment agreements with cable, telephone and fiber optic companies.

C) Review City’s existing agreements for the purpose of identifying fees or charges which City may be entitled to receive under said agreements that have not been collected. Inform City of all such fees or charges identified. Assist in any negotiations required to determine the amounts owed to City under such existing agreements and City will pursue collection of such amounts.

D) Furnish person(s) with knowledge and experience in the area of joint use and attachment agreements, plant records, and financial analysis to negotiate said changes in settlement rates in City’s existing joint use and licensee agreements and to negotiate new agreements with any entities who may request use of City’s poles during the term of this agreement.

E) Treat as confidential all of City records and other information provided.

PART THREE
PAYMENT

3.0. The CITY agrees to pay the CONSULTANT as compensation for such professional services in accordance with the rates as indicated on Exhibit “A” attached to this document.

3.1. All other expenses actually and necessarily incurred such as, but not limited to, telephone calls, extra reproductions of prints or photographs of drawings, specifications and other documents required for the proper execution of the extra services so required by the CITY shall be paid for at cost. These payments shall be due and payable from time to time as the services are performed, or as the expenses are incurred.

3.2. If this PROJECT is suspended or abandoned by the CITY for good cause other than under the provisions of Paragraph D hereunder, or for cause beyond the reasonable control of the CITY, then the CITY shall pay the CONSULTANT for the services theretofore rendered on the PROJECT, such payment to be based as far as possible on the fee as established in this agreement, and the portion of
the CONSULTANT's services which were completed before the PROJECT was suspended or abandoned.

3.3. In the event of failure by the CONSULTANT to perform any and/or all of the CONSULTANT's obligations in a prompt and efficient manner satisfactory to the CITY, the CITY will have the right to summarily terminate this agreement by giving the CONSULTANT written notice of such termination, after which the CITY may employ professional CONSULTANT services of its choice to complete the PROJECT and the CONSULTANT will reimburse the CITY any additional costs which may result for such termination and employment of other professional CONSULTANT services. Failure by the CONSULTANT to furnish the required services, or to perform any other specific duty required by this contract shall constitute cause for termination by the CITY under this provision. Failure by the CITY to exercise this right to so terminate this agreement for any such default by the CONSULTANT shall not constitute a waiver by the CITY of its right to so terminate this contract for any subsequent default.

PART FOUR
INDEMNIFICATION AND INSURANCE

The CONSULTANT shall be responsible for all damage to life and property due to activities of the CONSULTANT and the subconsultant, agents or employees of CONSULTANT in connection with their service under this AGREEMENT. The CONSULTANT specifically agrees that the subcontractors, agents, or employees of CONSULTANT shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform. Further, it is understood and agreed by CONSULTANT to the fullest extent permitted by law, the CONSULTANT shall defend, indemnify and hold harmless the CITY, and its agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by the negligent acts or omissions of the CONSULTANT or anyone directly or indirectly employed by CONSULTANT or anyone for whose acts CONSULTANT may be liable. Such indemnity shall not be limited by reason of any insurance coverage provided. The CONSULTANT, at its sole expense, shall obtain and maintain in force the following insurance to protect the CONSULTANT and the CITY for all acts performed pursuant to this agreement. The limits and coverage specified are the minimum to be maintained and are not intended to represent the correct insurance needed to fully protect the CONSULTANT. All insurance will be provided by insurers licensed to conduct business in the State of Alabama and shall have a minimum A.M. Best rating of A-VII and must be acceptable to the CITY. Self-insured plans and/or group funds not having an A.M. Best rating must be submitted to the CITY for prior approval.
NO WORK IS TO BE PERFORMED UNTIL PROOF OF COMPLIANCE WITH THE INSURANCE REQUIREMENTS HAS BEEN RECEIVED BY THE CITY.

(a) Workers’s Compensation and Employers Liability

Part One: Statutory Benefits as required by the State of Alabama
Part Two: Employers Liability
- $1,000,000 Each Accident
- $1,000,000 Each Employee
- $1,000,000 Policy Limit

(b) Commercial General Liability

Coverage on an Occurrence Form with a combined single limit (Bodily Injury and Property Damage combined) as follows:
- Each Occurrence $1,000,000
- Personal and Advertising Injury $1,000,000
- Products/completed Operation Aggregate $2,000,000
- General Aggregate $2,000,000

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

The CONSULTANT shall name the CITY, its employees and agents as additional insured in all applicable categories. Liability insurance as required by this contract to provide cross-liability coverage.

(c) Automobile Liability

Covering all Owned, Non-Owned, and Hired vehicles with a Combined single limit (bodily injury and property damage combined) of $1,000,000 each accident. The policy shall name the CITY as an Additional Insured.

(d) Professional Liability

Coverage shall be maintained during testing and for two (2) year after completion and acceptance by the CITY.

Limits of Liability
- Each Claim $1,000,000
- Aggregate $1,000,000
Certificate of Insurance

A certificate of Insurance evidencing the above minimum requirements must be provided to and accepted by the CITY PRIOR to commencement of any work on the Contract. Each policy shall be endorsed to provide thirty (30) days written notice of cancellation to the CITY.

PART FIVE
REVIEWS AND SUBMITTALS

The CITY will review all submittals made during the contract period. The purpose and scope of this review will be limited to determination of the work for the sole purpose of approving intermediate payments to the CONSULTANT and to otherwise determine contract compliance for the purpose of approving fee requests and determining the PROJECT costs. The CITY is relying on the skill, care, experience, diligence and professional expertise of the CONSULTANT to perform the required work with the degree of care and skill ordinarily used by members of the CONSULTANT profession in this locality. It is not the intent nor is it the responsibility of the CITY to exercise independent consultant judgment or to verify the calculations, assumptions, and professional judgment employed by the CONSULTANT.

PART SIX

6.0. This Contract shall be effective on the date of its execution.
6.1. The CITY and the CONSULTANT each binds itself, its successors and assigns, to all covenants of this agreement. Except as above, neither the CITY nor the CONSULTANT shall assign, sublet or transfer his or its interest in this agreement without the written consent of the other party hereto and concurrence therein.

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

CITY SIGNATURE

CITY OF FAIRHOPE

BY: ___________________________ ATTEST: ___________________________

TIMOTHY M. KANT LISA A. HANKS
MAYOR CITY CLERK
CONSULTANT SIGNATURE

______________________________

IF CORPORATION

__________________

CORPORATION NAME

BY: ________________________  ATTEST: ______________________

As Its ____________________  As Its ____________________

______________________________

______________________________
NOTARY FOR THE CITY:

STATE OF ALABAMA ]

COUNTY OF BALDWIN ]

I, ________________________________, a Notary Public in and for said State and County, hereby certify that Timothy M. Kant and Lisa A. Hanks, whose names as Mayor and City Clerk, respectively, of the City of Fairhope, are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, they as such officers and with full authority, executed the same voluntarily on the day the same bears date.
Given under my hand and notarial seal on this the ___ day of ____________20__.

NOTARY PUBLIC ________________________________

My Commission Expires _____/_____/_____  

NOTARY FOR CORPORATE CONSULTANT:

STATE OF ______]  

COUNTY OF ______]  

I, ________________________________, a Notary Public in and for said State and County, hereby certify that ________________________________ and ________________________________ , whose names as ________________________________ and ________________________________ (Title) (Title) respectively, of ________________________________ (corporation) are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, they as such officers and with full authority, executed the same voluntarily on the day the same bears date.
Given under my hand and notarial seal on this the ___ day of ____________20__.

NOTARY PUBLIC ________________________________

My Commission Expires _____/_____/_____
EXHIBIT “A”

(insert rates pay schedule)