



**CITY OF FAIRHOPE
REQUEST FOR QUALIFICATIONS**

SEALED PROPOSALS will be received by the City of Fairhope of Baldwin County, Alabama, in the City of Fairhope's City Services and Public Utilities Building located at, 555 South Section St. Fairhope, Alabama, until 2:00 P.M. Tuesday, September 20, 2022, and then publicly opened thereafter, for furnishing all labor and materials, and performing all work required by the City of Fairhope and described as follows:

**RFQ Number PS021-22 Consulting Urban Forester
Related to the GOMESA Grant No. G-CFNP21CF**

The City of Fairhope is accepting proposals from qualified individuals and/or firms to provide professional Urban Forestry Planning and Management for the undeveloped 104 acres known as the "Triangle Property" at the north gateway to the City. This property has received grant funding for a major Capital Improvement Project within undeveloped City wooded parkland

Request for Qualifications documents will be posted on the City of Fairhope Website: www.FairhopeAL.gov or a copy may be obtained by e-mailing: Purchasing@FairhopeAL.gov. Specifications are on file and may be seen in the Purchasing Department of the City of Fairhope, Alabama, 555 S. Section Street. Prior to opening, bid packages may be picked up at that location during normal operation, between 7:00 am and 4:00 pm local time.

Questions or comments pertaining to this request for proposal must be presented in writing, sent as e-mail to the attention of the Purchasing Manager, Erin Wolfe, 555 South Section St., Fairhope, AL 36532, e-mail: Purchasing@FairhopeAL.gov, by Tuesday, September 13, 2022, at 4:00 P.M. or will be forever waived.

**REQUEST FOR QUALIFICATIONS
CONSULTING URBAN FORESTER
Related to the GOMESA Grant No. G-CFNP21CF**

The City of Fairhope is accepting proposals from qualified individuals and/or firms to provide professional Urban Forestry Planning and Management for the undeveloped 104 acres known as the “Triangle Property” at the north gateway to the City. This property has received grant funding for a major Capital Improvement Project within undeveloped City wooded parkland.

GENERAL SCOPE OF WORK/BACKGROUND

The funded project proposes to initiate recreational and outdoor educational facilities on the currently undeveloped large tract of wooded City-owned land – the overall property is comprised of two large tracts – the southern tract is a 34 acre triangle shape property bound by Triangle Drive, US Highway 98 and Veterans Drive; the northern tract is 70+ acres and is bound by Veterans Drive on the south, US Highway 98 on the east, Fly Creek on the north and Scenic Highway 98 (Main Street) on the west. Both tracts are undeveloped and are forested with a mix of hardwoods and pines. Design elements of the Capital Improvement project included but are not limited to: 8-foot wide, all weather multiuse boundary trail of significant length (> 1 mile on the north tract), trail head facility that include road access, parking (including handicapped), restroom with covered porch to provide protection during inclement weather, informational kiosk, bike repair apparatus, connection of the new trail head with 6-foot wide concrete sidewalks along Veterans Drive to the Eastern Shore Trail located at the intersection of Veterans, Scenic Highway 98, Triangle Drive and Section Street, a unique pedestrian-way connecting the north tract to the south tract without a pedestrian crossing at grade, an outdoor classroom with trail access, shelter and seating, grading, drainage, paving, landscape and hardscape. Prior to any final design or construction, the City desires a Consulting Urban Forester under contract to plan, preserve, enhance, diversify and expand the character and quality of the existing and future urban forests on these tracts. The selected Consulting Urban Forester will work hand-in-hand with the City Staff, Design Team and Contractor(s) through the lifespan of this Capital Improvement Project.

CONSULTING URBAN FORESTER SERVICES

The level and scope of services to be provided by the consultant will be determined by the City of Fairhope. A lump sum, fixed price fee will be negotiated post selection for specific work tasks and a fee schedule based on hourly rates for all consulting and oversight work. Consulting Urban Forester services for all stages of design, permitting, bidding, letting and construction of the project are required. Examples of services which individual/firm must be prepared and qualified to provide shall include but not be limited to the following: Development of a Preliminary Forestry Management Plan for the tract, Development of a Long-Term Master Forestry Management Plan for the Tract, Tract Tree Species and Size Inventory, Invasive Mitigation Plans, Tree Species Diversity, Environmental/Wildlife/Historical/Cultural Inventory and Management and Master Planning to maximize and enhance Recreation, Timber, Wildlife and Watershed quality and diversity.

Professional Consulting Urban Forester Services – Minimum Qualifications

1. Be full-service Consulting Urban Forester Individual/Firm maintaining a main or divisional office within Gulf Coastal Region of Alabama, Florida or Mississippi.
2. Hold appropriate Licenses and/or Certifications from the Alabama Forestry Commission, Alabama Urban Forestry Association and/or Association of Consulting Foresters
3. Be a Registered Forester in Alabama – Licensed by Alabama Board of Registration for Foresters (ABRF)
4. Meet the City’s minimum Insurance coverage requirements.
5. Have expertise and experience in Urban Forestry Planning and Management for Public Forested Parkland and Passive Recreational Facilities

6. Have Municipal or Local Government experience in Baldwin or Mobile Counties, Alabama, Urban Forestry Planning and Management.

Automatic Disqualifier – No Consulting Urban Forester Individual/Firm will be considered for Qualification by the City if currently in litigation with the City of Fairhope. No reconsideration will be made by the City until 12 months have passed from the time of agreeable resolution of the litigation.

The City of Fairhope is an Equal Opportunity Employer. All minority business enterprises (MBE) and disadvantaged business enterprises (DBE) are encouraged to submit a RFQ proposal.

QUALIFICATION PROPOSAL DETAILS

To be considered, proposals must be submitted to the City of Fairhope no later than 2:00 p.m. on Tuesday, September 20, 2022. Proposals may be hand delivered to Mrs. Erin Wolfe, Purchasing Manager, City of Fairhope Offices, 555 South Section St.; Fairhope, Alabama or mailed to P.O. Drawer 429, Fairhope, AL 36533. All proposals must be sealed and marked on the outside of the envelope, "Triangle Parkland - CONSULTING URBAN FORESTER RFQ Proposal" – Attention: Erin Wolfe.

No facsimiles or emailed proposals will be accepted. Provide three (3) paper and one (1) PDF on disk or drive in the submittal.

Those desiring consideration should submit proposals by the time and date stated above. All applicants must submit their qualifications, describe approach to be taken in addressing the scope, include experience with municipal/county urban forest planning and management, resources and availability, understanding of the scope of services, and previous experience with similar projects. **DO NOT INCLUDE ANY PROPOSED FEES, FEE SCHEDULES OR CONTRACT AMOUNT.**

STATEMENT CONTENTS

The Statement of Qualifications should be no more than ten 8.5" X 11" pages, inclusive of the cover letter, minimum qualifications, responses to this Request for Qualifications shall be in the order presented below. Statements should be a straightforward delineation of the Respondent's capability to satisfy the intent and requirements of this RFQ, and should not contain redundancies or conflicting statements. An officer (principal) authorized to make a binding commitment for the Respondent making the Statement shall sign the Statement Cover Letter.

Contents of the submitted Statements must include the following to be deemed responsive for evaluation:

- A. Cover Letter including
 - a. Primary contact for the Statement and that person's title, address, phone number, and email address.
 - b. The Respondent's project team. The Project Team is defined as the lead plus any key team members who are critical for consideration by the evaluation team, and include relevant professional certifications.
 - c. A general statement of approach distinguishing why the Respondent is the most suitable choice for this planning effort.
 - d. Statement that the Project Team is willing to complete the Project in a timely manner.
 - e. Signed by Officer (Principal) of the firm.
- B. Statement of Minimum Qualifications (as listed above)
- C. Annual statement of qualifications and performance data (if applicable)
- D. Statements Addressing Project Specific Criterion
 - a. Knowledge of the Property/Project and the Urban Forestry Planning and Management needs

- i. Respondents are requested to demonstrate their understanding of this process by submitting a narrative conceptual approach and methodology for project implementation.
- b. Resources and Availability
 - i. Respondents must identify resources and capabilities to deliver a detailed project involving Urban Forestry Planning Management.
 - ii. A statement that the Project Team is capable to complete the Project in a timely manner.
 - iii. Availability and Identity of sub-consultants for Survey, Recreation, Timber, Wildlife, Watershed, EHP, etc.
- c. Experience of Proposed Personnel - Given the unique nature of the Project and its importance to local stakeholders, it is essential to fully understand the experience and capabilities of all key members of the Project Team. Respondent should include the following information about the Project Team:
 - i. Describe your team's experience in specific projects relevant to Urban Forestry Planning Management (including public/private developments).
 - ii. Demonstrate the ability and experience of key individuals on the Respondent's proposed Project Team to complete projects of the scale and complexity envisioned in this RFQ on budget and on schedule.
- d. Scope of Services
 - i. Describe your Teams ability to provide all necessary services required for Urban Forestry Planning Management related to Public Parkland, Outdoor Education and Pedestrian Facilities.
- e. Experience with Similar Projects
 - i. Provide at least three examples of projects that incorporated Urban Forestry Planning Management components outlined in this RFQ.
 - ii. Describe key Project Team members' involvement in above projects including project conception through the design and implementation phase and leading to project completion and assessment.
 - iii. Provide details of any experience working in the City of Fairhope and surrounding communities in the region.
 - iv. Relate how past projects have successfully engaged diverse communities of stakeholders and engendered community ownership of the project.
 - v. Please provide the names and phone numbers of references for at least two completed projects for which the Project Team acted as Consultant and that may be considered comparable to the project envisioned in this RFQ.

EVALUATION AND SCORING

Proposals will be evaluated and ranked on the basis of the following criteria:

1. Minimum Qualifications – 10 points
2. Knowledge of the Property/Project and the Urban Forestry Planning and Management needs - 15 points
3. Resources and availability - 20 points
4. Experience of proposed personnel - 20 points
5. Scope of Services – 15 points
6. Experience with Similar Projects – 20 points

Total possible points to be achieved: 100

SELECTION

All proposals will be evaluated and scored based on the criterion listed above. The top three respondents may be contacted for interviews and/or further presentation. The most highly qualified individual/firm will be

recommended to perform the services. This recommendation will be made to the Fairhope City Council who will make final selection. A contract will be negotiated and awarded to the qualified applicant selected by the City Council. No pre-submittal interviews are proposed. The top three respondents will be evaluated and selected for interviews on the basis of the written material submitted.

The City of Fairhope reserves the right to (1) reject any or all proposals not in compliance with the RFQ procedures if it is in the best interest of the public to do so, (2) to take no action on the accepted RFQ's (3) waive informalities in the proposals, (4) to select the proposals which appear to be in the best interest of the City, and (5) limit the number of qualifying firms to be selected.

Selection should be made and announced no later than October 24, 2022 – Fairhope City Council Business Meeting.

QUESTIONS or ADDITIONAL INFORMATION

Erin Wolfe
Purchasing Manager
City of Fairhope
555 South Section Street
Fairhope, AL 36532

Phone: (251) 928-8003

Email: purchasing@FairhopeAL.gov



CITY OF FAIRHOPE STANDARD TERMS AND CONDITIONS PROFESSIONAL SERVICES

1. ACCEPTANCE OF AGREEMENT

This Agreement contains all terms and conditions agreed upon by the Owner and Engineer (awarded vendor). No other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto. The Winning Bidder shall not employ Subcontractors without the express written permission of the Owner. No waiver, alteration, consent or modification of any of the provisions of the Agreement shall be binding unless in writing and signed by the Owner and Contractor. This Agreement shall not be construed against the party or parties preparing it. It shall be construed as if all the parties and each of them jointly prepared this Agreement, and any uncertainty or ambiguity shall not be interpreted against one or more parties.

2. APPLICABLE LAW

This Agreement is deemed to be under and shall be governed by and construed according to the laws of the State of Alabama. Any litigation arising out of the Agreement shall be heard in the Courts of Baldwin County, Alabama.

3. ASSIGNMENT

The awarded vendor shall not assign the Contract / Agreement / Purchase Order or sublet it as a whole without the express written permission of the City of Fairhope. The awarded vendor shall not assign any payment due them hereunder, without the express written permission of City of Fairhope. The City of Fairhope may assign the Contract / Agreement / Purchase Order, or sublet it as a whole, without the consent of the awarded vendor.

4. BUSINESS LICENSE

The vendor selected to enter into a Contract / Agreement with the City of Fairhope must be licensed to do business in the City of Fairhope prior to commencement of any work under the contract. Delivery of goods or services to the City of Fairhope by Purchase Order have detailed and varied Business License requirements. In all instances that require a business license. Awarded vendor will provide proof of possessing a current City of Fairhope Business License. Prospective bidders will not be required to possess a City of Fairhope Business License prior to award.

5. CANCELLATION OF / CONTRACT / AGREEMENT / PURCHASE ORDER / LEASE

A purchase order can be canceled in whole or in part when awarded vendor fails to deliver or perform as specified. Cancellation of a purchase order can only be made by a written purchase order change (POC) from the City of Fairhope. A term contract, lease or agreement can be canceled by the City of Fairhope, for justifiable cause, or convenience, by written notice.

6. FORCE MAJEURE

Neither the City nor the awarded vendor shall be deemed in breach of Contract / Agreement / Purchase Order, which may result from this proposal submission if it is prevented from performing any of the obligations hereunder by reason of Acts of God, acts of the public enemy, acts of superior governmental authority, strikes or labor disputes, floods, riots, rebellion, sabotage, or any similar other unforeseeable causes beyond its control and not due to its fault or negligence. Each party shall notify the other immediately in writing of the cause of such after the beginning period thereof. The awarded vendor may request cancellation and the City of Fairhope may grant the request if performance is prevented by any of the above referenced causes, or other unavoidable circumstances not attributable to the fault or negligence of the vendor. The burden of proof for such relief rests with the vendor. All correspondence pertaining to cancellation of a purchase order or term contract must be addressed to the City of Fairhope Purchasing Manager.

7. INSURANCE

If a Contract / Agreement / Purchase Order results from this RFQ / ITB / RFP, or other form of solicitation, the awarded vendor shall maintain such insurance as will indemnify and hold harmless the City of Fairhope from Workmen's Compensation and Public Liability claims from property damage and personal injury, including death, which may arise from the awarded vendor's operations under this Contract / Agreement / Purchase Order, or by anyone directly or indirectly employed by him/her.

8. NON-DISCRIMINATION

The City of Fairhope is an Equal Opportunity Employer and requires that all contractors comply with the Equal Employment Opportunity laws and the provisions of the Contract / Agreement / Purchase Order documents in this regard. The city also encourages and supports the utilization of Minority Business Enterprises on this and all public bids.

9. NON- EXCLUSIVE

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

10. NOTIFICATION AND ACCIDENT REPORTS

In the event of accidents of any kind, in the performance of a Contract / Agreement / Purchase Order, the awarded vendor shall notify the City of Fairhope immediately and furnish, without delay, copies of all such accident reports to the City of Fairhope. If in the performance of their Work, the awarded vendor fails to immediately report an accident to the City of Fairhope, of which the awarded vendor has knowledge of and which results in a fine levied against the City of Fairhope then the awarded vendor shall be responsible for all fines levied against the City of Fairhope.

11. RIGHT TO AUDIT

The awarded vendor shall maintain documentation of all work performed. The awarded vendor shall make any and all documentation available to the City of Fairhope at all reasonable times, for inspections and audit by the City of Fairhope, during the entire term of the Contract / Agreement / Purchase Order and for a period of Three (3) years after expiration of the Contract / Agreement / Purchase Order.

12. TERMINATION FOR CONVENIENCE

Any Contract / Agreement / Purchase Order may be terminated for convenience by the City of Fairhope, in whole or in part, by written notification to the awarded vendor.

13. TERMINATION FOR DEFAULT

Performance of Work under the Contract / Agreement / Purchase Order Agreement may be terminated by the City of Fairhope, in whole or in part, in writing, whenever the City of Fairhope determines that the awarded vendor has failed to meet the requirements of the Contract / Agreement / Purchase Order.

14. TERMINATION FOR NON-APPROPRIATION

Termination for Non-appropriation – The continuation of any financial obligation beyond the current fiscal year is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the local source, State Legislature and/or federal sources. The City of Fairhope may terminate any financial obligation, and awarded vendor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the City of Fairhope’s funding from local, State and/or federal sources is not appropriated, withdrawn or limited.

15. IMMIGRATION LAW

The Contractor agrees that it shall comply with all of the requirements of the **Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No 2011-535**, Alabama Code (1975) Section 31-13-1, et. Seq., (also known as the Alabama Immigration Act) see Section 31-13-9, and the provisions of said Act, including all penalties for violation thereof, are incorporated herein.