

**ADDENDUM NO 02
CITY OF FAIRHOPE
to
RFQ 003-12**

**PROFESSIONAL CONSULTING SERVICES FOR SOLID WASTE STUDY
FOR THE PUBLIC WORKS DEPARTMENT**

The documents for this RFQ shall be amended, revised and changed in the following particulars:

CHANGE:

THE OPENING DATE HAS BEEN CHANGED

FROM: TUESDAY, DECEMBER 6, 2011 AT 2:00 P.M.

TO: FRIDAY, DECEMBER 9, 2011 AT 2:00 P.M.

Questions from prospective vendors:

Question 1

The RFQ outlines that first respondents are to submit a Statement of Qualifications as required according to the details on page 5. Second, according to page 6, if selected, firms will be required to submit a technical approach and/or recommended program along with a fee schedule in a separate envelope. Is this the correct sequence or does the City want the technical approach and separate fee schedule submitted along with the SOQ?

Answer 1

Follow page 1, paragraph 5 instructions and submit "Fee Schedule" with "Sealed Proposal"

Question 2

Page 1, paragraph 7, references regarding the insurance requirements "See specifications for details". But there were no other specifications for insurance in the RFQ. Are insurance specifications available or is there a sample contract available that would outline insurance and other requirements

Answer 2

See sample contract below.

Question 3

Page 1, paragraph 7, references that workers compensation is required on all employees. We are an owner-managed limited liability company and have no employees. We have been advised by our insurance agent that workers compensation is not available to us and cannot be purchased by us because we have no employees. We do have other commercial, general and professional liability insurance coverage. Assuming that our other insurance coverage meets the city specifications and that our company agrees to hold harmless provisions of a final agreement, will our SOQ be considered?

Answer 3

If your company is not allowed to carry Worker's Compensation Insurance by Alabama State law, or Federal law, your firm will still be considered

Question 4

Should the Fee Schedule be based on time and material or flat rate?

Answer 4

Traditionally, fee schedules list hourly rates for the various personnel, and material costs for, copying, etc..., and that is the format to use for this submittal. Submitters often elect to include flat rates for the entire project, and / or segments of the project.

Question 5

What is the City's desired timeline for the completion of the services after an award is made?

Answer 5

The city would like the defined plan to be finished within three months....but the timeline can be lengthened depending on depth of findings and or public meeting schedules.

Question 6

The RFQ on page 4 and 5 outlines 11 items of experience that are required; however, the 11 items are not reflected in the RFQ evaluation form on page 11. Will the SOQs be evaluated on the based on the 11 items on page 5 or the evaluation form on page 11?

Answer 6

Both

Question 7

As I understand from the RFQ the deadline for questions is 72 hours before the proposal opening time. If my calculations are correct that would mean the deadline for questions is Sunday, December 4th. Is this correct? If not, what day and time is the deadline for questions

Answer 7

The deadline for submittal will be extended to 2:00 p.m., Friday, December 9, 2011. This will shift the 72 hour deadline for questions to 2:00 p.m., Tuesday, December 6, 2011.

Question 8

What is the day and time deadline for answers by the City to the RFQ questions

Answer 8

No set deadline.

Question 9

What is the City's budget or expected cost for the consulting work awarded as a result of the RFQ?

Answer 9

The council has no set budget, but the cost will depend on the scope of study each firm will be offering.

The following changes are to be made and inserted into the RFQ packet documents:

1. Insert:

Insert attached sample contract (which includes insurance requirements) at end of RFQ packet documents.

NOTICE:

This will be posted on our website at: www.cofairhope.com .

Responders are to sign and include signed Addendum No.2 with submitted RFQ 003-12 documents.

Acknowledged:

Company

By

Daniel P. Ames
Purchasing Manager
City of Fairhope
Posted: 12-2-11

SAMPLE

CONTRACT DOCUMENT
AND
SPECIFICATIONS
FOR
RFQ FOR PS 003-12
PROFESSIONAL CONSULTANTING
SERVICES FOR SOLID WASTE STUDY

FOR
THE CITY OF FAIRHOPE
PUBLIC WORKS DEPARTMENT
PROJECT NO PW 003-12

Timothy M. Kant, Mayor

Lonnie L. Mixon, Council President

Set No. _____

Posted _____

RFQ. NO. PS 003-12

PROFESSIONAL CONSULTANTING SERVICES FOR SOLID WASTE STUDY

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 _____ (hereinafter called the "**CONSULTANT**"),

WITNESSETH:

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

DEFINITIONS:

The following terms shall have the following meanings:

<u>COUNTY:</u>	Baldwin County, Alabama
<u>CITY:</u>	Fairhope, Alabama
<u>PROJECT:</u>	SOLID WASTE Study for the City of Fairhope, Al

PART ONE

GENERAL CONDITIONS

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

PROJECT NAME: SOLID WASTE STUDY

PROJECT INFORMATION: Professional consulting services for conducting a solid waste study

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

SCOPE OF SERVICES

The **City** is seeking a highly qualified individual and/or firm to provide a quality, thorough study. The selected individual and/or firm will be required to interface with employees and managers in an approachable manner. Presentation to the City Management / Mayor and Council and/or employee groups may be required. All products, services and recommendations must comply with applicable State and Federal laws.

All documents and deliverables shall be provided in Microsoft Word or Excel format on computer disk and in hard copy. All documents and deliverables become the property of the **City** and the author or the firm shall have no copyright interest. The **City** shall have the right to use all documents for any purpose.

The consultant shall provide professional services to assist the **City of Fairhope** in researching, acquiring, and implementing a solid waste collection procedure to include the following:

Evaluate and recommend changes to optimize the efficiency and cost effectiveness

of all solid waste services. including. but not limited to:

- Evaluating the feasibility of other operating approaches available for a variety of facilities and services; including transfer stations, collection operations, processing and disposal facilities.
- Analyzing residential collection program alternatives for solid waste, yard waste, recyclable collection and processing (including single stream).
- An analysis of commercial solid waste and recyclables program alternatives.
- Conduct an analysis of alternative service approaches to **City** solid waste functions including collection operations, landfill operations and transfer station operations.
- An analysis of the potential cost savings and corresponding customer rate impacts that could result from alternative collection approaches.
- An analysis of the advantages and disadvantages of continuing certain service approaches vs. the advantages and disadvantages of other service alternatives.
- An evaluation and value estimate of the **City's** solid waste assets including the collection vehicles and bins, the transfer station, and the C & D landfill, etc.
- An evaluation of **City** solid waste services including wages and benefits, vehicle purchases and maintenance, debt service, staffing, management ratios, tip-fees, etc.
- And evaluation of department structure and organization and recommendations concerning same.

Important guidelines for the Consultant:

- The primary focus is to identify the all inclusive cost of the **City's** Solid Waste Services, and to seek cost savings, efficiency and potential revenue available to the **City**.
- Should prepare and present a PowerPoint presentation for use in community meetings, posting to the **City** website, and **City Council** meetings to present the results of the analyses and subsequent recommendations.
- **Consultant** shall be provided full access to all relevant information required from all needed **City** departments.

PART THREE

PAYMENT

- 3.0.** The **CITY** agrees to pay the **CONSULTANT** as compensation for such professional services in accordance with the "Fee Schedule" as indicated on Exhibit "A" attached to this document. **CONSULTANT** is to bill quarterly, in arrears. Total amount of payments for specified Scope of Services not to exceed _____ Dollars (\$ _____),
The approved cap for the Scope of Services
- 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. These expenses are subject to, and must be inclusive in, the _____ Dollar (\$ _____) fee.
- 3.2.** If this **PROJECT** is suspended or abandoned by the **CITY** for good cause, 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

4.1 Indemnification

The **CONSULTANT** shall be responsible for all damage to life and property due to activities of the **CONSULTANT** and the sub-consultant, 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 there from, but only to the extent caused in whole or in part by the negligent acts or omissions of the **CONSULTANT** or anyone directly or indirectly employed by **CONSULTANT** or anyone for whose acts **CONSULTANT** may be liable. Such indemnity shall not be limited by reason of any insurance coverage provided. The **CONSULTANT**, at its sole expense, shall obtain and maintain in force the following insurance to protect the **CONSULTANT** and the **CITY** for all acts performed pursuant to this agreement. The limits and coverage specified are the minimum to be maintained and are not intended to represent the correct insurance needed to fully protect the **CONSULTANT**. All insurance will be provided by insurers licensed to conduct business in the State of Alabama and shall have a minimum A.M. Best rating of A-VII and must be acceptable to the **CITY**. Self-insured plans and/or group funds not having an A.M. Best rating must be submitted to the **CITY** for prior approval.

4.2 Insurance

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**. If available, the project number on which the **CONSULTANT** is working must be included in the description section of the certificate.

PART FIVE

REVIEWS AND SUBMITTALS

5.1 CITY / CONSULTANT Responsibilities

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 solid waste study judgment or to verify the calculations, assumptions, and solid waste study judgment employed by the **CONSULTANT**.

PART SIX

ADDITIONAL TERMS

6.1. Effective Date

This Contract shall be effective on the date of its execution by the Mayor.

6.2. Assignment

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
MAYOR

LISA A. HANKS
CITY CLERK

CONSULTANT SIGNATURE

IF NOT A CORPORATION

BY: _____ ATTEST: _____
(CONSULTANT SIGNATURE)

IF A 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"

FEE SCHEDULE