



REQUEST FOR PROPOSALS

Birmingham City Center Master Plan Update

SCHEDULE

| | |
|------------------------------------|--|
| RFP Issue Date: | Monday, March 25, 2024 |
| Questions Due: | Friday, April 5, 2024 by 5:00 PM (CST) |
| Answers to Questions posted: | Friday, April 12, 2024 by 5:00 PM (CST) |
| Proposals Due: | Wednesday, April 24, 2024 5:00 PM (CST) |
| Short Listing Notifications: | By Friday, May 3, 2024 |
| Consultant Team Zoom Interviews: | May 20-22, 2024 |
| Anticipated Beginning of Contract: | August 2024 |

QUESTIONS AND ANSWERS

Please send an email with questions to Lindsay Puckett at lpuckett@rpcgb.org.
No phone calls please.

- Questions will be taken until Monday, April 5, 2024 at 5:00 pm (CDT).
- Answers will be posted by Friday, April 12, 2024 and will be posted at the following webpage: <https://www.rpcgb.org/requests-for-proposalsqualifications>
- The names of the firms / consultants submitting the questions will remain anonymous when answers are posted.

SUBMISSION

Responses will be received electronically only until: 5:00 pm (CDT), Wednesday, April 24, 2024. Proposal Packages should not exceed 12 pages (excluding cover sheet, required attachments and forms).

Email an electronic file to: lpuckett@rpcgb.org

TABLE OF CONTENTS

| | |
|--|----|
| Section 1: General Project Information and Study Area..... | 1 |
| Section 2: Work Product Tasks and Objectives..... | 3 |
| Section 3: Contents for Proposal Packages..... | 6 |
| Section 4: Submission, Evaluation, and Selection..... | 10 |
| Section 5: Major Contract Provisions..... | 13 |
| Section 6: Protest Procedures..... | 16 |
| Section 7: Required Attachments and Forms | 17 |

SECTION 1: GENERAL PROJECT INFORMATION AND STUDY AREA

The Regional Planning Commission of Greater Birmingham (RPCGB) invites qualified Consultant Teams/Firms to submit proposals for the development of a Birmingham City Center Master Plan Update: A Downtown Economic Growth Strategy (Birmingham, Alabama). The primary purposes of this initiative are to:

- Analyze the market strengths and opportunities for growth for Downtown Birmingham;
- Recommend strategies for improving growth of a mixed-use downtown;
- Refresh the recommendations of the March 2020 City Center Master Plan; and
- Build consensus among private market and public leaders on impactful growth strategies for downtown Birmingham.

Downtown Birmingham has witnessed substantial transformations since the adoption of the Birmingham City Center Master Plan in 2020. Notable developments include the introduction of The Switch (Birmingham’s rebranded Innovation District), and the completion of the Northwest Downtown Quadrant Master Plan. Major infrastructure enhancements have also been constructed, including the 20th Street North “Refresh” project and the completion of CityWalk Birmingham. The newly-opened Protective Stadium, a collaborative endeavor initiated in 2015, hosted the opening and closing ceremonies of the 2022 World Games, symbolizing this period of progress.

Additionally, COVID-19 has accelerated trends and economic changes to significant impact various market segments and Downtown Birmingham in particular. Traditional drivers of employment and the presence of employees has changed globally and locally in Birmingham. The most successful downtowns are a mix of uses but still retain regional importance, which is a goal and opportunity for Downtown Birmingham. As such, new strategies for economic transition and growth are warranted for downtown.

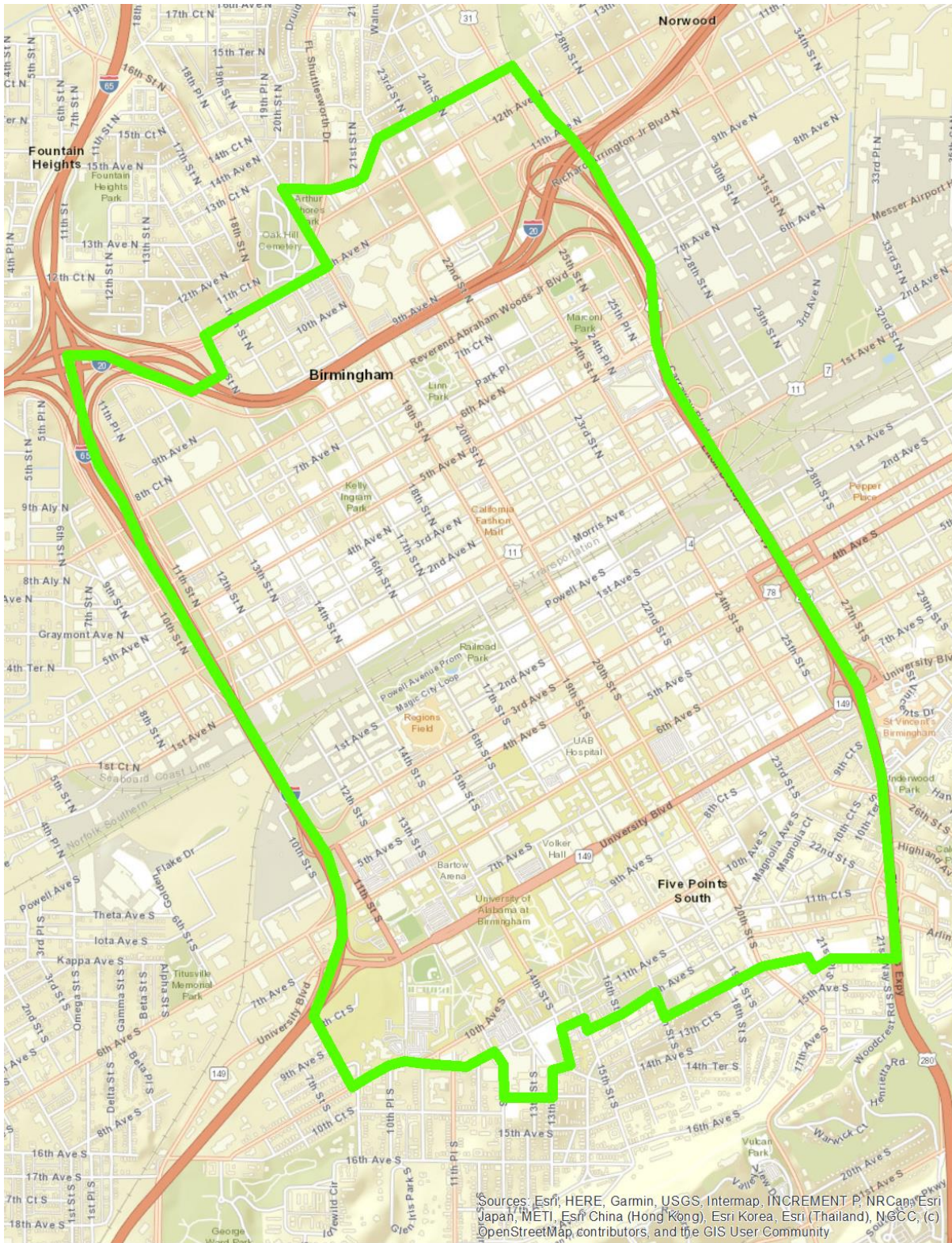
Despite the challenges posed by the COVID-19 pandemic, there has been a noticeable increase in visitors to Birmingham’s City Center. The city now boasts four professional sports teams, 15 live entertainment venues, 18 hotels, and numerous ongoing development projects, illustrating significant evolution since 2020. Recognizing this growth, REV Birmingham, in partnership with RPCGB, is actively seeking a Consultant Team to provide an economic strategic plan and update to the 2020 City Center Master Plan that is relevant for today and the next 3-5 years. This plan should focus our community stakeholders on specific strategies, supporting policies, initiatives and recommendations for investments that will allow Downtown Birmingham to maximize its potential and grow on all fronts. Many of the assumptions listed in the 2020 Plan are no longer relevant due to the COVID-19 pandemic and vastly changed economic climate of the U.S. as a whole. The plan’s strategies and recommendations should be revised based upon current economic conditions, assumptions, and opportunities. In general, the update must include recommendations for how to grow a more vibrant Downtown Birmingham that enhances the mixed-use experience for all people.

The study area boundaries, outlined in **Figure 1**, extend from I-65 to the west to the U.S. 31/Elton B. Stephens Expressway to the east. The northern boundary includes the Birmingham Jefferson Civic Center, Uptown District, and 11th and 12th Avenues North. The southern boundary encompasses the University of Alabama at Birmingham (UAB) campus, Five Points South, and the St. Vincent’s Hospital campus.

Estimated Compensation for the Project: \$125,000 - \$150,000.

- Please note that a cost proposal is not a required element of this RFP. The final scope of work will be adjusted to fit within that approved Consultant Team project fee.
- The selected Consultant Team will work closely with RPCGB staff and REV Birmingham to coordinate all efforts associated with the development of the project. Additional work elements may be added or deleted during contract negotiations.

Figure 1: Study Area



SECTION 2: WORK PRODUCT TASKS AND OBJECTIVES

The following section describes the specific main work tasks to be accomplished in the Master Plan Update. The Consultant Team should propose their approach and methodologies for achieving the work product tasks and objectives.

Task 1: Stakeholder Engagement

Please note that this project is not anticipated to have a full public engagement process. For this task, the Consultant Team should propose their methods for engaging key stakeholders from the business community, real estate community, non-profit agencies, public agencies, and association groups. The consultant should plan to actively engage stakeholders through on-site and through virtual Zoom meetings, learning more about the current opportunities and challenges in Downtown Birmingham as well as their recommendations for driving growth. Given the nature of this Plan Update, outreach with the general public will be minimized, and traditional public meetings are not anticipated at this time.

The goal of this task is to gather valuable insights on economic conditions, assess achievements since the adoption of the March 2020 City Center Master Plan, and understand the opportunities and challenges in Downtown Birmingham from the stakeholders' perspective. Additionally, this process should build consensus among leaders in the private sector, the public sector and the economic development ecosystem around downtown growth. The deliverable should be a comprehensive summary, outlining stakeholder engagement findings and highlights of accomplishments since the adoption of the 2020 City Center Master Plan.

Task 2: Review of Existing and Current Plans and Studies

The intent of this task will be for the Consultant Team to review and assess existing and current plans and studies in order to become familiar with prior and current planning efforts and to incorporate relevant plan recommendations into the Master Plan Update. This will include, but is not limited to:

- [2020 City Center Master Plan](#)
- [Northside Southside Framework Plan, adoption anticipated in Spring 2024](#)
- [Birmingham Civil Rights Crossroads FY 2023 RAISE Grant](#)
- [Red Rock Action Plan](#)
- [Northwest Downtown Quadrant Plan](#)
- [Birmingham Parking Authority's Strategic Plan](#) - In progress, this effort began in May 2023.
- [Birmingham Parking Authority – Parking Demand Analysis 2019](#)
- [Downtown Birmingham Wayfinding Master Plan](#)
- [UAB Campus Master Plan](#)
- [2013 City of Birmingham Comprehensive Plan](#)
- [IDA Value of Downtown Birmingham Report](#)
- [REV Birmingham Market Reports](#)
- [Birmingham Tech Hub Designation](#)

Task 3: Market Analysis

The core of this Economic Strategic Plan and Master Plan Update will involve an in-depth Market Analysis, providing a comprehensive understanding of past and present dynamics in Downtown Birmingham. This analysis will cover historical and current supply and demand figures, growth rates, and emerging trends across various urban asset classes, including residential, office, retail, hotel, and flex/research spaces.

The analysis should explore demographic and population trends, employment data, industry trends, student and academic insights, and economic resources or incentives, such as the Tech Hub designation, that may influence future employment trends. The Plan's strategic recommendations should be grounded in this Market Analysis but designed to drive growth. We will look at where we have been in order to chart where we are going to go.

At a minimum, this analysis should include the following:

- Identify emerging trends across national and regional asset classes, aiming to pinpoint development types with the highest potential for success based on local conditions, trends and opportunities.
- Analyze market forces comprehensively to understand influences on the competitive position of Downtown Birmingham, shaping appropriate revitalization strategies for sustainable economic growth.
- Assess the level of market opportunity and depth by land use and product type (i.e. how much and what type of land use is needed, overbuilt, etc.).
- Identify barriers to growth.
- Evaluate demand and feasibility for office, housing (by type and cost), retail, and other uses within the study area, considering competing uses in districts near the study area.
- Develop customer profiles, which should include detailed demographics, lifestyle segmentation data, commuting patterns, customer spending habits, and other pertinent information.

Task 4: Economic Development Strategies and Redevelopment Opportunities

Integrating housing, market, land use, and demographic information into the project recommendations is a crucial element of this task. Based on the findings derived from the comprehensive Market Analysis completed in Task 3, the Consultant Team will undertake an independent assessment of real estate market dynamics, specifically evaluating their impact on the economic potential of various uses within Downtown Birmingham. Redevelopment opportunities ought to consider adjacent land uses and strive to align with the Proposed Future Land Use Map and designations outlined in the Northside Southside Framework Plan to the greatest extent feasible.

This task should achieve the following objectives:

- Identify the potential for growth in key markets segments, the extent of the growth possible in those segments and geographic areas within the downtown ideal for certain market segments.
- Develop recommendations that identify best practices, development incentives, or financing mechanisms for achieving growth in office, retail, housing and other key market segments in Downtown Birmingham.
- Outline how key urban assets within Downtown Birmingham, including parks and infrastructure, should be leveraged for the area's overall economic growth.

- Identify and recommend strategies for new catalyst opportunities that align with and reinforce the successes of previous revitalization efforts in key downtown locations.
 - Identify where new development can be located to catalyze further reinvestment most effectively.
 - Identify where new housing development types can be introduced within the City Center Area that align with the guidance for development type, scale, and character.
 - Provide strategic recommendations based on what is identified to catalyze and incentivize new growth in line with what is discovered in analysis.
- Outline the economic and financial conditions necessary to support the envisioned commercial and residential uses defined by the City and private sector interests. Provide insights into the requirements for sustainable growth.
- Identify strategic investments and initiatives for the City of Birmingham, REV Birmingham and its partners to utilize to propel further growth and development.
- Evaluate the incentives “tool box” and recommend improvements.

Task 5: Infrastructure Investments for Growth

Given other current initiatives impacting transportation in Downtown Birmingham, including the Birmingham Parking Authority Strategic Plan and two Birmingham Department of Transportation (BDOT) grant projects (see below), the primary need for the infrastructure element of this project is to identify investments that are needed to drive growth, including, but not limited to, public realm investments and walkability improvements. The project budget for the infrastructure component likely will not be more than 20% of the total project budget.

The task should achieve the following objectives:

- Review the mobility strategies recommendations in the 2020 City Center Master Plan and retain those that are still appropriate and desired but have not been implemented.
- Identify investments to improve walkability within the study area. In other words, if downtown were to achieve growth in all market segments, what types of public realm investments will be needed to be to support it.
- The Consultant Team will be expected to closely coordinate efforts with grant projects and initiatives that are currently being developed by the Birmingham Department of Transportation (BDOT). These will include, but are not limited to, the following two grants projects that will start later this year:
 - [Transportation Capital Investment Plan \(TCIP\)](#) – This is the name of the \$1 Million Reconnecting Communities Grant that the City of Birmingham was awarded in 2023.
 - The \$21 million Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant to support the development of the [Birmingham Urban Trail and Multimodal Corridor](#).
- Identify other types of public realm infrastructure investments that will be needed to ensure growth opportunities are maximized.

SECTION 3: CONTENTS FOR PROPOSAL PACKAGES

It is the responsibility of all Consultant Teams to examine the entire Proposal Package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a proposal.

General Information

- Proposals should not exceed 12 pages (excluding cover page and attachments)
- The following items must be submitted with each Proposal Package. Failure to include ANY of these items may result in a Proposal Package being rejected.

Cover Letter / Letter of Interest (1 page)

The cover letter shall be no longer than one (1) page and shall include:

- Name, address and contact information for the submitting organization;
- Description of the proposing firm, such as the size and range of activities of the organization
- Identify the Project Principal and Project Manager.
- Indicate if the Consultant is a party to an outstanding lawsuit against the Regional Planning Commission of Greater Birmingham or the Birmingham Metropolitan Planning Organization.
- A signature by a representative of the submitting firm who has authority to negotiate and contractually bind the Consultant/Firm. Please include name, address, telephone number and email address of the that individual.

Technical Approach (4 pages):

- Include a detailed description of how your Consultant Team will address the project work tasks and objectives.

Personnel Qualifications (3 pages): Provide resumes displaying the professional credentials and expertise of the key personnel who are anticipated to actually perform work on the anticipated contract.

This section may include, but is not limited to:

- Job descriptions/role within the company
- Individual qualifications (education, years of experience, specializations)
- Descriptions of the relevant experience on similar contracts/projects
- Other detailed qualifications (certifications, licensure, specializations)

Prior Project Experience and References (4 pages):

- Identify projects that demonstrate relevant project experience with the project work tasks listed in Section 2 of this RFP.
- The examples should come from relevant team members' experience and should have been performed in the last five (5) years. Please include:
 - Project title and location
 - Reference contact names, telephone numbers and email addresses
 - At least one reference per firm that is represented on your Consultant Team

Disadvantaged Business Enterprises (DBE) Certification

- The RPCGB recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women-owned/managed or Disadvantaged Business Enterprises (DBE).
- In Attachment E, the Prime Firm/Contractor on the proposal shall indicate the percentage of the total contract value that is to be paid to any sub-consultant for which DBE status is claimed. DBE firms are requested to submit evidence of such classification with the Response Package (as Attachment F).
- The scoring for DBE utilization is shown in the Evaluation Criteria table on page 11 of this RFP.

Attachments: Executed copies of:

- Attachment A: Certification of Non-Collusion
- Attachment B: Certification of Contingent Fees
- Attachment C: Certification of Fair Employment Practices
- Attachment D: Conflict of Interest Disclosure
- Note: Attachments A through D should only be completed by the prime consultant.
- Attachment E: DBE Utilization Commitment Form
- Attachment F: DBE Certification Form
 - All Proposers shall provide a copy of the DBE Certification Form for Consultants and sub-consultants claiming such status. The certification must have been obtained from a federal, state or local governmental agency that regularly issues such certification, must have been issued within the past year, and must clearly state the effective date of the certification.

Disposition of Proposals

All proposals submitted in response to this RFP will become the property of RPCGB and a matter of public record. Proposer must identify, in writing, all copyrighted material, trade secrets, or other proprietary information that it claims is exempt from disclosure under the Public Records Act of the State of Alabama. Any Proposer claiming such an exemption must also state that it agrees to defend any action brought against RPCGB for its refusal to disclose such material, trade secrets or other proprietary information to any party making a request therefore. Any Proposer who fails to include such a statement shall be deemed to have waived its right to an exemption from disclosure as provided by said action.

Proposal Packages submitted for consideration should be arranged following the format shown below:

| Proposal Package Structure |
|---|
| Cover Letter / Letter of Interest (1 page) |
| Technical Approach (4 pages) |
| Project Team Qualifications (3 pages) |
| Prior Project Experience and References (4 pages) |
| Attachment A: Certification of Non-Collusion |
| Attachment B: Certification of Contingent Fees |
| Attachment C: Certification of Fair Employment Practices |
| Attachment D: Conflict of Interest Disclosure |
| Attachment E: DBE Utilization Commitment Form |
| Attachment F: Disadvantaged Business Enterprise (DBE) Certification |

NOTE: Proposal Packages should not exceed 12 pages (excluding cover page and attachments)

SECTION 4: SUBMISSION, EVALUATION, AND SELECTION

Submission

All materials submitted in response to this RFP become the property of the RPCGB upon delivery and are to be appended to any formal documentation which would further define or expand the contractual relationship between the RPCGB and the Proposer.

Inquiries - Respondents may submit written inquiries for interpretation of this RFP to Lindsay Puckett at lpuckett@rpcgb.org. Questions made and answered will be summarized in writing for distribution on the RPCGB website (<https://www.rpcgb.org/requests-for-proposalsqualifications>) no later than Friday, April 12, 2024 at 5:00pm (CDT). All questions will remain anonymous. Addendums or amendments to this RFP, if required, shall also be posted to the website.

RPCGB staff will not respond to verbal questions or meeting requests regarding this solicitation. Any correspondence related to this RFP should refer to the appropriate RFP title, page, and paragraph.

Verification of Information - RPCGB staff may verify all information submitted as part of a Proposal Package. Submission of information deemed to be inaccurate may result in a determination of non-response and a rejection of the proposal.

Exceptions - Any desired exceptions to the Work Product Tasks and Objectives or terms and conditions of this RFP must be included in the proposal and must address the specific page and paragraph of the RFP in which the conflict exists. A Proposer's preprinted terms and conditions will not be considered as exceptions.

Proposal Opening – Proposal Packages will be opened on the date, time and place designated on the cover page of this RFP, unless amended in writing by the RPCGB. All offers and any modifications and other information received in response to this RFP shall be shown only to authorized individuals having a legitimate interest or persons assisting in the evaluation. After contract award, the successful proposal and evaluation document shall be available for public inspection.

Late Proposals - Late Proposal Packages will not be considered and Consultant Team shall be so notified.

Withdrawal of Proposals - A Proposer (or designated representative) may withdraw their proposal at any time prior to the specified due date and time.

Amendment of Proposal – A written request to amend or clarify a proposal, signed by an authorized representative, must be forwarded to the RPCGB with the amendment or clarification.

Evaluation Criteria

Response Packages will be reviewed by a committee composed of RPCGB and REV Birmingham staff. Each member of the review committee will evaluate each Response Package against the RFP evaluation criteria that is listed below. For each Response Package, the individual criteria will be ranked on a scale of 1 to 10 and multiplied by its weight factor. Criteria scores will be added together for a total score, with a maximum possible score of 100.

| CRITERIA | SCORE (IN POINTS) | WEIGHT FACTOR | | | | | | | | |
|---|---|---------------|--------|---------|---|---------|---|------------|----|-----|
| Technical Approach | 1 to 10 | 4.0 | | | | | | | | |
| Project Team Qualifications | 1 to 10 | 3.0 | | | | | | | | |
| Prior Project Experience | 1 to 10 | 2.0 | | | | | | | | |
| Disadvantaged Business Enterprise (DBE) | 1 to 10 <table border="1"> <thead> <tr> <th>Participation</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>0% - 2%</td> <td>0</td> </tr> <tr> <td>3% - 4%</td> <td>5</td> </tr> <tr> <td>5% or more</td> <td>10</td> </tr> </tbody> </table> | Participation | Points | 0% - 2% | 0 | 3% - 4% | 5 | 5% or more | 10 | 1.0 |
| Participation | Points | | | | | | | | | |
| 0% - 2% | 0 | | | | | | | | | |
| 3% - 4% | 5 | | | | | | | | | |
| 5% or more | 10 | | | | | | | | | |

Shortlist Interviews and Presentations

The scores from the written Response Packages will be summed based on the evaluation criteria above to create a short list of Consultant Teams for interviews/presentations. The selection committee has the authority to select the top tier of highly scored Consultant Teams from the Response Packages evaluations and invite them for a shortlist interview prior to awarding the contract.

In this process, the selection committee will ask the respondents to give an oral presentation of their respective Response Packages. The purpose of this oral presentation is to provide an in-depth analysis of certain qualifications, experience in performing similar services, and an opportunity for the Consultant Team to clarify or elaborate on their technical approach methodology without restating the Response Package to the review committee. The shortlist interview and presentation is merely to present facts and explanation to the review committee, and not to negotiate any terms of the contract or selection process. The shortlist interviews will be held virtually via Zoom. The following dates are being held by the Review Committee to conduct those interviews - May 20, 21 and 22, 2024. The Consultant Teams will be notified of the specific day and time of their short list interview at least 10 business days prior to the interview / presentation.

After the shortlist interviews, the selection committee will rank each shortlisted team as 1, 2, 3, 4, etc. based on the interviews/presentations (i.e with 1 being the best). The Consultant Team that will be selected for hire will be the one receiving the highest average ranking among the selection committee members.

Please note: there will not be an averaging of the scores from the RFP Response Packages and shortlist interview scores. The team's RFP Response Package high score is what will allow the Consultant Team to be invited for the shortlist interview. The teams that are invited to the shortlist interviews will then be ranked against each other for final selection.

Negotiation and Award of the Contract

Eighty percent of the funding for the project is being provided by the RPCGB through its Building Communities Program, which utilizes federal surface transportation funds. Due to the use of the federal transportation funds for this project, the Alabama Department of Transportation (ALDOT) reserves the right to review the qualifications of any Consultant Team and to approve or disapprove the employment of the same.

Upon selection of the Consultant Team, the RPCGB must submit to ALDOT a copy of the negotiated Scope of Work, the man-day and fee proposal and a certification of final indirect costs. After concurrence from ALDOT on the selection of the preferred Consultant Team, the RPCGB will then have the proper approval and authorization to enter into a formal agreement with the Consultant Team for the contract.

Based on the information submitted and internal budgetary considerations, the RPCGB may request adjustment of the submitted Scope of Work. If negotiations cannot produce a contract, the RPCGB can declare an impasse and open negotiations with the second ranked firm. If agreement cannot be reached with the second ranked firm, contract negotiations will begin with the third ranked firm. This process will continue until all interviewed firms have been exhausted.

Notwithstanding any other provision of this RFP, the RPCGB expressly reserves the right to:

- Waive any immaterial defect or informality
- Reject any or all proposals, or portions thereof
- Reissue a Request for Proposal
- Modify the number and types of data to be collected to meet budgetary limitations
- Cancel the Solicitation

Offer and Acceptance Period - A response to this RFP is an offer to contract with the RPCGB based upon the terms, conditions, scope of services and specifications contained herein. Submitted proposals are deemed an irrevocable offer for ninety (90) days after the date and time of opening.

SECTION 5: MAJOR CONTRACT PROVISIONS

This section is not all-inclusive, but contains major provisions which may affect the development of a proposal.

Payment

Payment will be made in arrears only after submission of proper invoices to the RPCGB. The contract for this project is to be a fixed price type. Billing shall represent work completed prior to the invoice date. The invoice shall identify the description of work performed at the contract rates, and individuals performing the services. Payment of any invoice shall not preclude the RPCGB from making claim for adjustment on any service found not to have been in accordance with the contract.

Taxes

The RPCGB is exempt from Federal Excise Tax, including the Federal Transportation Tax. Exemption certificates will be furnished upon request.

Conflict of Interest

The RPCGB reserves the right to preclude offering a work assignment to a Consultant should a real, apparent, or potential conflict of interest exist as determined by the RPCGB.

Performance Standards

The RPCGB relies upon the Consultant to provide services in accordance with the contract and performance standards established for each work assignment. The Consultant agrees that time is of the essence, and that contractual commitments shall be met.

Cancellation

Failure to perform any or all of the terms, promises and conditions of the contract, including the specifications, may be deemed a substantial breach thereof. Default may be declared at any time if, in the opinion of the RPCGB:

- Consultant fails to adequately perform the services required in the contract;
- Consultant attempts to impose service or workmanship which is of an unacceptable quality; or
- Consultant fails to make progress in the performance of the requirements of the contract, and/or gives the RPCGB a positive indication that the Consultant will not or cannot perform to the requirements of the contract.

After notice of cancellation, the Consultant agrees to perform the requirements of the contract up to and including the date of cancellation, as though no cancellation had been made, and notwithstanding other legal remedies which may be available to the RPCGB because of the cancellation, agrees to indemnify the RPCGB for its cost in procuring the services of a new Consultant.

The RPCGB shall give the Consultant written notice of default. After receipt of such notice, the Consultant shall have five (5) days in which to cure such failure. In the event the Consultant does not cure such failure, the RPCGB may terminate all or any part of the contract without further consideration by so notifying the Consultant in writing.

Contract Termination

By written notice, the RPCGB may terminate the contract, in whole or in part, when it is deemed to be in their best interest. If the contract is so terminated, Consultant will be compensated for work performed up to the time of the notification of termination. In no event shall payment for such costs exceed the current contract price.

Availability of Funds

If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled and the Consultant will only be reimbursed for the reasonable value of any non-recurring costs borne but not amortized in the price of services delivered under the contract, or which are otherwise not recoverable. The cost of cancellation may be paid from any appropriations available for such purposes.

Confidentially

Consultant acknowledges that information disclosed to it concerning governmental operations during performance of a contract is confidential and/or proprietary and shall not be disclosed to third parties without prior written consent of those governments.

Consultant shall establish and maintain procedures and controls for the purpose of assuring that no information in its records or obtained from jurisdictions and governmental entities in carrying out its functions under the contract shall be used or disclosed by it. The RPCGB reserves the right to review such procedures to ensure acceptability. Persons requesting such information should be referred to the RPCGB. All proprietary information and all copies thereof shall be returned to the RPCGB upon completion of the work for which it was obtained or developed.

Removal of Contract Employees

Consultant agrees to utilize only experienced, responsible, and capable people in the performance of the work. The RPCGB may require that the Consultant remove employees from the project who endanger persons or property or whose continued employment under this project is inconsistent with the interests of the RPCGB.

Contract Term

The term of any resultant contract shall commence on the date of Notice to Proceed, unless terminated, canceled, or extended as otherwise provided herein.

Contract Extension

The RPCGB reserves the right to extend the contract period for 31 days beyond the stated expiration date. In addition, by mutual written agreement, any contract may be extended for supplemental periods up to a maximum of 120 days.

Insurance

Without limiting its liability, Consultant shall maintain the following insurance during the life of the contract: worker's compensation, comprehensive general liability, automobile liability, and professional

liability. Consultant shall provide RPCGB with a standard Certificate of Insurance as evidence of this coverage. The amounts of coverage shall be negotiated as part of the contract, but shall generally be sufficient to protect the RPCGB from liability as a result of this project. Coverage shall not be canceled, reduced, or allowed to lapse without written notice to RPCGB.

SECTION 6: PROTEST PROCEDURES

All protests must be submitted in writing to the RPCGB, who will act as the point of contact. The protest must include all of the following information:

- Protester's name and address
- Protester's contact name and telephone number
- A complete statement for each of the areas which the protester disputes
- A complete statement of the grounds for protest
- Full documentation of the Proposer's claim

Any potential Proposer believing that this RFP contains restrictive specifications or any other improprieties may file a protest with the RPCGB. Such protest shall be received no later than ten (10) business days prior to the proposal due date and time. The RPCGB will respond to the protest within five (5) business days of receipt of the protest. The protester will have five (5) business days to appeal the initial response of the RPCGB. Once an appeal has been received, the RPCGB Executive Director, in consultation with legal counsel, will render a final decision in writing within ten (10) business days.

Responses to protests received before contract award will be given within ten (10) business days of receipt. The protester will have five (5) business days to appeal the initial response. Once an appeal has been received, the RPCGB Executive Director will render his final decision in writing within ten (10) business days.

Protests filed after contract award must be received by the RPCGB within five (5) business days after notification of award. The RPCGB will respond within five (5) business days. The protester will have five (5) business days to appeal the initial response. Once an appeal has been received, the RPCGB Executive Director will render his final decision in writing within ten (10) business days.

If the initial procurement has been acted upon (resolution of contract approval) by the RPCGB, the response of the RPCGB shall be reported to the RPCGB Executive Board. The authorizing party will then issue a decision and authorize the RPCGB to take corrective action, if necessary. In all other cases, the RPCGB Executive Director, in consultation with legal counsel, will make the final decision.

SECTION 7: REQUIRED ATTACHMENTS AND FORMS

The following forms (attached hereto) must be signed by a duly authorized representative and submitted with the proposer's response. The required forms for the Attachments only need to be completed by the prime consultant.

Attachment A: Certification of Non-Collusion

Attachment B: Certification of Contingent Fees

Attachment C: Certification of Fair Employment Practices

Attachment D: Conflict of Interest Disclosure

Attachment E: Disadvantaged Business Enterprise (DBE) Utilization

Attachment F: Disadvantaged Business Enterprise (DBE) Certification

ATTACHMENT A: CERTIFICATION OF NON-COLLUSION

The undersigned, having been fully informed regarding the accuracy of the statements made herein, certifies that:

- (1) This proposal was developed and submitted independently and without consultation, communication, collusion, understanding, or agreement with any other Proposer or potential Proposer.
- (2) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract.
- (3) This proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive application.
- (4) _____ (name of firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not, in the last five years, been convicted of or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

The undersigned attests that he/she is authorized to make this certification on behalf of the Proposer, and its owners, directors, and officers.

Name and Title/Position of Signatory

Signature

Name of Proposer/Firm

Date

Business Address

ATTACHMENT B: CERTIFICATION OF CONTINGENT FEES

The Proposer acknowledges that no RPCGB assistance has been paid or will be paid on its behalf to any person(s) for influencing or attempting to influence an officer or employee of the RPCGB, member of the RPCGB Executive Committee, an officer or employee of any RPCGB member jurisdictions, or officer or employee of any MPO member jurisdictions in connection with the award of any RPCGB contract, the making of any RPCGB grant or loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any RPCGB contract, grant, loan, or cooperative agreement.

The undersigned attests that he/she is authorized to make this certification on behalf of the Proposer, and its owners, directors, and officers.

Name and Title/Position of Signatory

Signature

Name of Proposer/Firm

Date

Business Address

ATTACHMENT C: CERTIFICATION OF FAIR EMPLOYMENT PRACTICES

The undersigned states that _____ (Proposer), by its employment policy, standards and practices, does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal, or laying off of any individual due to his/her race, creed, color, national origin, age, sex, religion, or disability.

The undersigned attests that he/she is authorized to make this certification on behalf of the Proposer, and its owners, directors, and officers.

Name and Title/Position of Signatory

Signature

Name of Proposer/Firm

Date

Business Address

ATTACHMENT D: CONFLICT OF INTEREST DISCLOSURE

Instructions

The RPCGB, in keeping with the State of Alabama Ethics Law, asks that all persons or firms seeking contracts valued at \$50,000 or more complete and submit this form along with their proposal. This requirement also applies to any proposed subcontractors whose portion of the work is valued at \$25,000 or more. Failure to comply with this requirement may cause your proposal to be declared non-responsive.

Questions

1. Does your firm have an existing relationship any with employee(s) of the RPCGB, and/or member(s) or officer(s) of the Executive Committee or the MPO that could be construed as having a conflict of interest (i.e., financial interest), or which would give rise to a conflict if your firm becomes a recipient of a contract with the RPCGB?

YES NO

If "yes," please list the names of employee(s), committee member(s), or officer(s) and the nature of the relationship:

Name: _____

Relationship: _____

2. Have you or any member of your firm been an employee of the RPCGB, served as a member of the Executive Committee, or as an MPO officer within the last 24 months?

YES NO

If "yes," please list name(s), position(s), and dates of service:

Name: _____

Position: _____

Dates of Service: _____

3. Are you or any manager(s), partner(s), or officer(s) of your firm related by blood or marriage/domestic partnership to an employee of the RPCGB, Executive Committee member, or MPO officer that is considering your contract proposal?

YES NO

If "yes," please list name and the nature of the relationship:

Name: _____

Relationship: _____

4. In the last 24 months, have you or any members of your firm been a business partner of, employed, or about to employ an employee of the RPCGB, Executive Committee member, or officer the MPO?

YES NO

If "yes," please list name and the nature of the relationship:

Name: _____

Relationship: _____

5. Have you or any manager(s), partner(s), or officer(s) of your firm ever given (directly or indirectly), or offered to give on behalf of another or through another person, contribution(s) (including political contributions) or gift(s) to any current employee of the RPCGB, Executive Committee member, or MPO officer?

YES NO

If "yes," please list name, date gift or contribution was given/offered, and dollar value:

Name: _____

Date: _____

Value: _____

The undersigned attests that he/she is authorized to make this certification on behalf of the Proposer, and its owners, directors, and officers.

Name and Title/Position of Signatory

Signature

Name of Proposer/Firm

Date

Business Address

ATTACHMENT E: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION FORM

| | |
|----------------------------------|-------|
| Name of Prime Contractor: | _____ |
| Project: | _____ |

| | |
|--------------------------------|-------|
| Name of DBE Contractor: | _____ |
| Address: | _____ |
| Type of Work to be Performed: | _____ |
| | _____ |
| | _____ |
| Percentage of Total Proposal: | _____ |

| | |
|--------------------------------|-------|
| Name of DBE Contractor: | _____ |
| Address: | _____ |
| Type of Work to be Performed: | _____ |
| | _____ |
| | _____ |
| Percentage of Total Proposal: | _____ |

| | |
|--------------------------------|-------|
| Name of DBE Contractor: | _____ |
| Address: | _____ |
| Type of Work to be Performed: | _____ |
| | _____ |
| | _____ |
| Percentage of Total Proposal: | _____ |

The undersigned will enter into a formal agreement with the above Disadvantaged Business Enterprise(s) for work listed in this schedule, conditioned upon execution of a contract with the Regional Planning Commission of Greater Birmingham.

Authorized Signature

Date

Title/Position

ATTACHMENT F: DISADVANTAGED BUSINESS ENTERPRISE (DBE) CERTIFICATION

IF APPLICABLE, PLEASE ATTACH