



***JEFFERSON COUNTY COMMISSION DEVELOPMENT
SERVICES
REQUEST FOR PROPOSALS***

Jefferson County Comprehensive Plan

RFP #2021-01

Date of Issue: June 28, 2021

Closing Date and Time: July 9, 2021 @ 4:30 p.m.

Single Point of Contact (SPC): Derek C.S. Burr, Director

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Jefferson County Department of Development Services promotes diversity and equal opportunity for all individuals without regard to age, color, disability, marital status, national origin, race, religion or creed, sex or gender, sexual orientation or veteran status.

REQUEST FOR PROPOSALS

Jefferson County Comprehensive Plan

SCHEDULE (THIS IS A TENTATIVE SCHEDULE. ALL DATES LISTED ARE SUBJECT TO CHANGE)

RFP Issue Date:	Monday, June 28, 2021
Questions Due:	Tuesday, July 6, 2021 by 4:00 PM (CDT)
Answers to Questions posted:	Thursday, July 8, 2021 by 4:00 PM (CDT)
Proposals Due:	Monday, July 12, 2021 by 12:00 PM (CDT)
Short Listing:	Friday, July 23, 2021 by 4:00 PM (CDT)
Consultant Team Interviews:	July 26-30, 2021
Notice of Award:	By Wednesday, August 4, 2021
Anticipated Beginning of Contract:	August-September 2021

SINGLE POINT OF CONTACT (SPC)

All inquiries regarding this Request for Proposals should be directed to:

Derek CS Burr, AICP
Department of Development Service
716 Richard Arrington Jr. Blvd. N. Room B200
Birmingham, AL 35203

Telephone inquiries are not accepted. A copy of all answers to questions will be provided in written format to all proposers.

SUBMISSION

Seven (7) hard copies on 8 1/2" x 11" paper, plus one (1) digital copy in PDF format on a CD or thumb drive, must be returned in a sealed envelope, and be clearly marked "**JEFFERSON COUNTY COMPREHENSIVE PLAN RFP ENCLOSED.**" Proposals should not exceed 20 pages (excluding attachments), and be single-sided.

HARD COPY SUBMITTALS MUST BE MAILED OR HAND DELIVERED TO:

Derek CS Burr, AICP
Jefferson County
Department of Development Services
716 Richard Arrington, Jr. Blvd. N, B200
Birmingham, Alabama 35203

Note: No proposal shall be received by facsimile

The County is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the County, or any other means of delivery employed by the bidder. Similarly, the County is not responsible for, and will not open, any proposal responses which are received later than the date and time indicated above. A proposal will be accepted, prior to closing, during Agency's normal Monday-Friday business hours of 7:45 a.m. to 4:30 p.m., Central Daylight Time, except during State of Alabama holidays and other times when Agency is closed. It must be delivered to the attention of the SPC at the address listed above.

EMAIL SUBMITTALS FOR NON-LOCAL PROPOSERS (OUTSIDE ALABAMA)

Electronic submittal for non-local (outside of Alabama) proposers is permitted when emailed as one (1) Adobe PDF format file to the email address burrd@jccal.org. The subject line of the email shall be "**JEFFERSON COUNTY COMPREHENSIVE PLAN RFP**"

**NOTE: DUE DATES ARE FIRM. LATE PROPOSALS WILL REMAIN UNOPENED/UNREAD BASED
ON THE NEEDS OF THE JEFFERSON COUNTY COMMISSION**

Response to this solicitation does not constitute an agreement between the Proposer and the County. The County reserves the right to accept or reject any or all proposals, or any part of any proposal, and to waive any informalities or irregularities in the proposal.

All costs incurred by the company to respond to this solicitation will be wholly the responsibility of the Offeror. All copies and contents of the proposal, attachments, and explanations thereto submitted in response to this RFP, except copyrighted material, shall become the property of the Jefferson County Commission regardless of the Consultant selected. Response to this solicitation does not constitute an agreement between the Offeror and the County.

PROPOSAL REJECTION

Agency may reject a Proposal for any of the following reasons:

- Proposer fails to substantially comply with all prescribed RFP procedures and requirements.
- Proposer makes any contact regarding this RFP with Agency representatives, such as Agency employees or officials other than the SPC or those the SPC authorizes, or inappropriate contact with the SPC.
- Proposer attempts to influence a member of the Evaluation Committee.
- Proposal is conditioned on Agency's acceptance of any other terms, conditions or rights to negotiate any alternative terms and conditions that are not reasonably related to those expressly authorized for negotiation in the RFP and Addenda.

AWARD & NEGOTIATION

At the conclusion of a round of competition, Agency may choose to conduct additional round(s) of competition if in the best interest of the County. Additional rounds of competition may consist of, but will not be limited to, the following:

- Interviews
- Presentations/Demonstrations/Additional Submittal Items
- Discussions and submittal of revised Proposals

If Agency, in its sole discretion, determines that one or more additional rounds of competition is necessary, it will select a Competitive Range to indicate the Proposers that will be invited to participate in a subsequent round. The Competitive Range may include all, or at Agency's sole discretion, some (based primarily on a natural break in the distribution of scores), of the Proposers from a previous round. Agency will notify all Proposers of its Competitive Range Determination and provide details about the process and schedule for the subsequent round.

The County will notify all Proposers in writing of intent to award a Contract to the selected Proposer subject to successful negotiations.

Evaluation scores will not be released until after award of contract. The recommended proposals will be submitted to the Jefferson County Commission for contract approval. The Proposer selected will enter into a contract with the County with all satisfactory deliverables due no later than December 1, 2022.

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Section 1: BACKGROUND AND GENERAL PROJECT NEED

Notice is hereby given that the Jefferson County, Alabama, Department Development Services (DDS) is seeking proposals from qualified Consultant Teams/Firm(s) to develop a new Jefferson County Comprehensive Plan.

OVERVIEW

Jefferson County is the central county of the Birmingham-Hoover MSA which consists of seven (7) counties and has a population of 1,140,300. Jefferson County has 38 municipalities within its boundary. The Jefferson County population is approximately 658,000 with an unincorporated area population of 93,000. The County covers over 1,100 square miles and is situated at the southern end of the Appalachian ridge. The Birmingham area's history as the "Pittsburgh of the South" has left the region with a significant industrial and mining legacy that, in the mid to late 20th century was the scene of significant steps in the national Civil Rights movement. From a glittering and reviving central city to wealthy and sprawling suburbs to rural pockets of rural Appalachian poverty the region has significant assets and issues to be addressed. The County implemented a Land Use Plan in the 1990s and began a Comprehensive Plan process, with partial adoption in 2008.

Unincorporated Jefferson County is largely suburban and rural, with most of the remains of the area's mining legacy. The County has sought to capitalize on its significant transportation and locational assets to pursue economic development as it is at the intersection of 4 main interstate highways and is near a number of major auto manufacturing facilities (Mercedes, Hyundai, Honda, Toyota), as well as being centrally located in the Southeast region near Atlanta, Huntsville, Nashville, Memphis, Knoxville and Mobile, as well as the not too distant New Orleans. In addition, the region is home to the University of Alabama at Birmingham, a significant medical and research institution, as well as Samford University, Birmingham-Southern College and Miles College.

The Jefferson County Planning and Zoning Commission by State law is a body that ultimately adopts the comprehensive plan, as identified in Act 949 of Alabama.

§ 949. General powers and duties and functions.—It shall be the duty and function of the commission to make a master plan and to adopt such master plan as the official master plan for the development of the unincorporated territory of the county; such master plan may include the planning of incorporated areas to the extent to which, in the commission's judgment, such areas are related to the planning of unincorporated territory of the county.

The Act also was broad in scope and provided an encompassing range of items the comprehensive (master) plan may cover, such as, but not limited to: transportation and public utilities; protection of urban and nonurban development; open space and recreation; physical placement of buildings and regulations of height/stories/size of building and other structures; density of population; forestry, food and water supply; communication; and general character/location/extent of community centers, town centers, or housing developments.

BACKGROUND

A new, county-wide comprehensive plan is needed as none exists for the County. There is a "watershed" comprehensive plan for Shades Creek, which was prepared in 2008 with three (3) minor updates. The intention in 2008 was to begin a County-wide comprehensive plan for all of Jefferson County, however, that did not materialize.

CHALLENGES

Jefferson County has legacy industrial land uses in the western part of the County. This area is slowing morphing into agricultural land use. There are areas of blight within the County and a new unsafe structures program is under implementation. The County existing land use and zoning needs to be updated to reflect current market conditions and also best planning practices. The planning timeframe for the new county-wide comprehensive plan should be a 15 to 20-year planning horizon.

SECTION 2: SCOPE OF SERVICES

The following is a list of work tasks to be addressed under this RFP. The Consultant Team should propose their approach to these tasks. Additional tasks and work elements may be added or deleted during contract negotiations.

The Consultant will work closely with Jefferson County Department of Development Services staff to coordinate all efforts associated with the development of the Jefferson County Comprehensive Plan as outlined below:

The scope of services is envisioned to include the following activities and deliverables, but the County is open to alternative approaches as may be recommended by the chosen consultant.

1. Kick-off meeting with staff team to confirm goals and objectives for the scope of services for the project, to identify and collect background information, and initiate a discussion of challenges and opportunities. This may include a site visit and tour of the County.
2. Review of background information and prior planning documents.
3. Existing conditions analysis.
4. Prepare draft approach for Deliverables 1a, 1b, and 1c (listed below) and meet with staff team to review and collect feedback. Revise approach based on staff team feedback.
5. Form an expert stakeholder panel to provide input to the County's draft comprehensive plan and future land use map.
6. Seek public input through advertised neighborhood meetings, surveys, and other best planning practices.
7. Meet with staff team to review feedback and make any revisions to County draft comprehensive plan and future land use map.
8. Participate in at least one (1) Planning and Zoning Commission work session. Incorporate any feedback from the work session, revise draft comprehensive plan, and present to the Planning and Zoning Commission.
9. Present the comprehensive plan at one (1) Planning & Zoning Commission public meeting to adopt the Jefferson County Comprehensive Plan.

Deliverable 1a: Public Involvement

No longer does “public involvement” consist of a series of public meetings held at multiple locations. Public engagement strategies for the development of this new Comprehensive Plan will consist of both online and in-person public involvement methods using a range of techniques and technologies. The strategies will be aimed at capturing both the web-savvy and technology-challenged, both the fully engaged and the not engaged. The Jefferson County planning staff will work with the consultant to draft

a Public Involvement Plan (PIP) that will be designed to reach different groups within the County using various locations and technologies.

Objectives of the Public Involvement task are to:

- Determine the key County resources and opportunities.
- Identify key challenges facing the County.
- Identify the values that participants wish to preserve as the County grows over future years.
- Identify the principles that should govern implementation.
- Develop a shared future development vision.

Deliverable 1b: Existing Conditions and Trends

At a minimum, this task will include data collection, mapping and analysis including:

- I. Existing plans review – with guidance from the Jefferson County planning staff, the consultant will review plans and studies that have a direct bearing on the development of the new Comprehensive Plan.
- II. A list of planned and programmed transportation projects, capital improvement projects, etc.
- III. Compilation of existing regulatory codes.
- IV. Compilation of all adopted Comprehensive Plans for the incorporated municipalities within Jefferson County.
- V. Development of a baseline existing conditions and trends report that covers the following topical areas:
 - a. Population and socioeconomic trends
 - b. Economic development (industry structure, worker characteristics, etc.)
 - c. Existing land use and zoning (existing development patterns and high growth areas)
 - d. Environment (green infrastructure, brownfields, floodplains, wetlands, steep slopes, prime farmlands etc.)
 - e. Transportation (high congestion areas, commuting patterns, system components, active transportation facilities, etc.)
 - f. Infrastructure (water and sewer facilities, etc.)
 - g. Parks and public facilities

Deliverable 1c: Housing Market Analysis

The Consultant Team will conduct a Housing Market Analysis that will analyze market activity and geo-demographic data in order to provide a comprehensive understanding of the housing characteristics and associated costs in Jefferson County. The Housing Market Analysis will identify such things as housing trends, housing unit types, housing age and valuations, housing vacancy and tenure, home construction and sales data and housing affordability.

Deliverable 2a: Key Comprehensive Plan Elements

The new Comprehensive Plan should also include the following components:

- I. A list of guiding principles / common themes - these will articulate the citizen's shared values and aspirations for the County's future based on the results of the public involvement activities. These principles should govern the implementation strategies.
- II. A list of goals and recommended actions will be crafted based on public input received during the development of this plan. The planning horizon should be a minimum of 15 years and include expected completion dates for some of these goals, objectives, or policies to ensure the plan implementation is active and implemented. A range of topic areas will be addressed that include housing and neighborhoods, green systems, economic development, planning and public services, community facilities and infrastructure, economic development, sustainability, blight, and the expansion of multi-modal transportation options.
- III. A list of recommended modifications to the Jefferson County Zoning Resolution and Subdivision Regulations - based on needed revisions that Jefferson County planning staff have encountered over the years, consultant recommended, and public input received during the public involvement process.
- IV. Recommendations for underutilized sites and infill development sites.
- V. Recommendations for capital investments / improvements.
- VI. A set of implementation strategies with recommended target dates.

Deliverable 2b: Future Land Use Map

Without a doubt, growth is positive for economic development, but with growth comes impacts to infrastructure and services that must be planned and provided by various public agencies. Growth can also be perceived by people in various parts of the County as a threat to the rural lifestyle that drew them into the area in the first place. There also is an abundance of "legacy" industrial zoning that should be assessed for current market trends. The choices that Jefferson County makes in terms of the location, type and character of new development will have a profound influence for decades to come.

Therefore, it is imperative that a new Future Land Use Map be created to replace the numerous area Land Use Plans that exist for the County as separate, independent future land use planning documents. The development of a new and refined Future Land Use Plan and Map is very important because it should be used as the primary policy guide the Jefferson County Planning Commission can assess new development proposals and make rezoning decisions.

While the Future Land Use Map will not be parcel specific, it will be shown at both a countywide scale and at zoomed-in scales ("sectors") for different parts of the County so that any ambiguity or vagueness is dismissed by the viewer / reader. The Future Land Use Map boundaries should follow property boundaries and avoid more than one "Land Use" on a parcel. The new Future Land Use Map should be created by a thorough examination of existing land uses, current zoning designations, public input, and the most likely and/or best potential future land use for undeveloped areas.

Deliverable 3: Comprehensive Plan Document and Adoption Assistance

The result of tasks above should be combined into the new Jefferson County Comprehensive Plan document that will provide written and graphic interpretation of plan elements. Other elements may

include an Executive Summary as well as the associated Appendices. Elements of the comprehensive plan goals, objectives and policies should be, at a minimum, but not limited to:

- Future Land Use
- Economic Development
- Infrastructure (transportation systems, potable water, sewer, etc.)
- Housing
- Sustainability
- Capital Improvements
- Recreation/Open Space

The Consultant Team will be asked to assist Jefferson County staff with review sessions and public hearings with the Planning and Zoning Commission and County Commission for four (4) public hearings and one (1) workshop.

Optional Task:

Jefferson County may want the consultant to perform some scenario planning functions. Scenario planning has become a popular method for exploring land use and transportation relationships and future growth. It can offer valuable insights into how changes in density, location and/or mix of uses can influence travel behavior, livability and sustainability. The objective of this task is not to recommend a preferred growth scenario, but rather to inform planning staff and decision-makers of the relative impacts of each scenario so they can have a better understanding of the relationship between growth, transportation and public infrastructure/services.

Schedule:

The County must complete this project and all deliverables prior to December 1, 2022.

Project Manager:

Management of this project will be the responsibility of the Director of Development Services, working as part of a staff team comprised of the Deputy Director, professional planners, and support staff. This staff team will play an active role in the development of the plan and its recommendations through regular meetings and communication with the consultant. The County's Public Information Office also will be involved with public advertisement of events.

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 20 pages (excluding attachments and forms), and when printed should be single-sided.
- Seven (7) hard copies on 8 1/2" x 11" paper, plus one (1) digital copy in PDF format on a CD or thumb drive, must be submitted in a sealed envelope.

Proposers residing outside of Alabama may consider the option of providing an electronic submittal package as one (1) Adobe PDF file only to the email address provided.

The following items must be submitted with each Proposal Package. Failure to include ANY of these listed items may result in a Proposal Package being rejected.

Cover Letter / Letter of Interest (1 page)

The cover letter is intended to indicate the Consultant Team's interest in the project. The cover letter shall be no longer than one (1) page and shall include:

- Name, address and contact information for the submitting firm(s) - If the response is being submitted to qualify a "team," the names of the sub-consultant(s) that may be used for the project.
- Organization Profile and Qualifications - This section of the letter must describe the proposing firm(s), including the size and range of activities of the organization.
- **Lawsuits:** Indicate whether or not the Proposer is a party to an outstanding lawsuit against Jefferson County or the Alabama Department of Transportation.
- **Signature:** A signature by a representative of the submitting Consultant Team who has authority to negotiate and contractually bind the consultant team/firm. All signatures must be original on at least one copy of the proposal submitted to Jefferson County.

Table of Contents (1 page)

The table of contents should outline, in sequential order, the major areas of the Response Package as shown herein. All pages of the Response Package, excluding attachments, must be clearly and consecutively numbered and correspond to the table of contents.

Executive Summary (1 page): Provide a complete and concise summary of Consultant Team's background, types of expertise and ability to meet the requirements of this RFP. The executive summary should briefly state why the Consultant Team is the best candidate for the award of the project.

Technical Approach (9 pages): Include a detailed description of how your Consultant Team will address the project Scope of Services, and what special professional services your firm(s) has to meet the project needs.

Project Team Qualifications (4 pages): Provide resumes displaying the professional credentials and expertise of the key personnel who are anticipated to actually perform work on the anticipated contract. Any proposed use of subconsultants should be identified. If the technical work is to be performed by a sub-consultant, please also identify any Disadvantaged Business Enterprises (DBE). Key personnel to be assigned to this project must demonstrate qualifications and experience for the Work described within this RFP. Substitution of proposed project team members requires written agreement with Jefferson County and such revisions after notice of intent award may affect the final consultant selection.

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/tasks
- Functions anticipated to be performed on this project
- Other detailed qualifications (certifications, licensure, specializations)

Prior Project Experience (4 pages): Identify projects that demonstrate relevant project experience according to the Scope of Services 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. For Consultant Teams, please include at least one relevant project per firm that highlights expertise similar to Scope of Services proposed.

References (3 pages): Respondents shall provide the contact names, telephone numbers, addresses and email addresses of a minimum of three (3) references for which the firm(s) have performed similar work within the last five (5) years. For Consultant Teams, please include at least one reference per firm. References must be able to verify the quality of previous related work. Agency may check to determine if reference provided support Proposer's ability to comply with the requirements of this RFP. Agency may use references to obtain additional information, or verify any information. Agency may contact any reference (submitted or not) to verify Proposers qualifications. Proposer shall send **Reference Check Form (Attachment H)** to its references. Reference forms must be completed by the reference, returned to the Proposer, and submitted with the RFP Proposal.

Disadvantaged Business Enterprises (DBE) Certification (Attachment H)

The County through Administrative Order 15-3 seeks meaningful participation by qualified disadvantaged businesses in its procurement process. A DBE is defined as, "for-profit small business concerns where socially and economically disadvantaged individuals own at least a 51% interest and also control management and daily business operations. African Americans, Hispanics, Native Americans, Asian-Pacific and Subcontinent Asian Americans, and women are presumed to be socially and economically disadvantaged." In the spirit of Administrative Order 15-3, the proposal shall indicate the minimum percentage of the total contract value that is to be paid to any sub-consultant or supplier for which DBE status is claimed. DBE firms are requested to submit evidence of such classification with the Response Package.

Attachments: Executed copies of:

- Attachment A: Non-Collusion Affidavit
- Attachment B: Certification of Contingent Fees
- Attachment C: Certification of Fair Employment Practices
- Attachment D: Affidavit of Contractor
- Attachment E: Conflict of Interest Disclosure
- Attachment F: Subcontractor's List
- Attachment G: References
- Attachment H: Disadvantaged Business Enterprise (DBE) Utilization and Certification
- Attachment - Signature Page – Authorized signature of representative must be in blue ink.

- 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 Jefferson County 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 Jefferson County 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.

State of Alabama Department of Transportation Procedure for Selection

Monies for this work originate from the Federal Highway Program (FAHP). Firms interested in bidding on this Request for Proposal must meet the minimum qualifications identified by the FAHP. The solicitation, evaluation, ranking, selection, and negotiation shall comply with the qualifications-based selection procurement procedures for architectural and engineering services codified under 40 U.S.C. 1101-1104, commonly referred to as the Brooks Act. Both ALDOT Pre-Qualified consultants and those with active ALDOT contracts are encouraged to apply. More information on ALDOT qualifications is found at <https://cpmsapps.dot.state.al.us/ConsultantManagement/>, or by contacting Darren Scott, Contract Administrator, at 334-242-6142, or email scottd@dot.state.al.us.

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

Proposal Package Structure
1. Cover Letter / Letter of Interest 1 page
2. Table of Contents 1 page
3. Executive Summary 1 page
4. Technical Approach 9 pages single sided
5. Project Team Qualifications 4 pages single sided
6. Prior Project Experience 4 pages single sided
8. References 3 pages single sided
Attachment A: Certification of Non-Collusion
Attachment B: Certification of Contingent Fees
Attachment C: Certification of Fair Employment Practices
Attachment D: Affidavit of Contractor
Attachment E: Conflict of Interest Disclosure
Attachment F: Subcontractor's List
Attachment G: References
Attachment H: Disadvantaged Business Enterprise (DBE) Utilization and Certification
Attachment – Signature Page (in blue ink)

NOTE: Proposal Packages should not exceed 20 pages (excluding attachments), single-sided.

SECTION 4: SUBMISSION, EVALUATION, AND SELECTION

Submission

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

Inquiries - Telephone inquiries with questions regarding clarification on any and all specifications of the RFP will not be accepted. All questions must be typewritten and emailed to burrd@jccal.org hendersonv@jccal.org. Answers, if any, made by the County will be sent in writing to all known proposal holders. All questions will remain anonymous. Addendums or amendments to this RFP, if required, shall also be posted to the website. Jefferson County 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 – Jefferson County 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 Scope of Services 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 Jefferson County. 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.

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 Jefferson County with the amendment or clarification.

Evaluation Criteria

Response Packages will be reviewed by a committee composed of Jefferson County 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 criterion 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.

Total Points Possible – 100 points												
WEIGHT FACTOR	CRITERION	STANDARD										
20%	Project and Technical Approach	The Consultant Team must demonstrate a thorough understanding of the project scope and develop an approach, methodology and task list consistent with the project scope.										
30%	Project Team Qualifications	The Consultant Team must provide relevant experience for all persons and sub-consultants who will be actively engaged in this project.										
40%	Prior Project Experience	The Consultant Team must provide examples of similar, relevant projects completed by their firm(s) within the last five (5) years.										
5%	Project References	Three (3) references, minimum, identifying performance of similar work within the last five (5) years.										
5%	Disadvantaged / Women Owned Business Enterprise (DBE)	<table> <thead> <tr> <th>Participation</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>0% - 4%</td> <td>0</td> </tr> <tr> <td>5% - 9%</td> <td>2</td> </tr> <tr> <td>10% - 14%</td> <td>4</td> </tr> <tr> <td>15% - or more</td> <td>6</td> </tr> </tbody> </table>	Participation	Points	0% - 4%	0	5% - 9%	2	10% - 14%	4	15% - or more	6
Participation	Points											
0% - 4%	0											
5% - 9%	2											
10% - 14%	4											
15% - or more	6											

Short List 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 short list 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 short list 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 short list interview and presentation will be held at the Jefferson County offices in Birmingham, Alabama. 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. All costs and expenses incurred in traveling for the purpose of the interview and presentation shall be the responsibility of the Consultant Team.

After the short-list interviews, the selection committee will rank each short-listed 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 short-list interview scores. The team's RFP Response Package high score is what will allow the Consultant Team to be invited for the short-list interview. The teams that are invited to the short-list interviews will then be ranked against each other for final selection.

Negotiation and Award of the Contract

Eighty percent of the funding for the Jefferson County Comprehensive Plan project is being provided by the Alabama Department of Transportation (ALDOT). 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. Jefferson County must use ALDOT's procedure for Selection of Architect and/or Engineering Services. <https://cpmsapps.dot.state.al.us/ConsultantManagement/>.

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

Based on the information submitted and internal budgetary considerations, Jefferson County may request adjustment of the submitted Scope of Work. If negotiations cannot produce a contract, Jefferson County 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, Jefferson County 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 Jefferson County 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 Jefferson County. The contract for this project is to be a fixed price type. Billing shall represent work completed, including any

deliverables, 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 Jefferson County from making claim for adjustment on any service found not to have been in accordance with the contract.

Taxes

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

Conflict of Interest

Jefferson County 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 County.

Performance Standards

Jefferson County 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 Jefferson County:

- 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 Jefferson County 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 Jefferson County because of the cancellation, agrees to indemnify Jefferson County for its cost in procuring the services of a new Consultant.

Jefferson County 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 to the satisfaction of the County, Jefferson County may terminate all or any part of the contract without further consideration by so notifying the Consultant in writing.

Contract Termination

By written notice, Jefferson County 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.

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. Jefferson County reserves the right to review such procedures to ensure acceptability. Persons requesting such information should be referred to Jefferson County. All proprietary information and all copies thereof shall be returned to Jefferson County 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. Jefferson County 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 Jefferson County.

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.

Insurance, Hold Harmless and Indemnification

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 Jefferson County 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 County from liability as a result of this project, such as \$1,000,000. Coverage shall not be canceled, reduced, or allowed to lapse without written notice to Jefferson County. Before beginning work, contract party shall file with the County a certificate from his insurer showing the amounts of insurance carried and the risk covered thereby. Coverage required includes 1) Comprehensive General Liability; 2) Comprehensive Automobile Liability; 3) Worker's Compensation and Employer's Liability.

Contracting party agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed against or imposed upon County because of bodily injury, death or property damage, real or personal, including loss of use thereof arising out of or as a consequence of the breach of any duty or obligations of the contracting party included in this agreement, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Integrator, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement, or arising out of Worker's Compensation claims, Unemployment Compensation claims, or Unemployment Disability compensation claims of employees of company and/or its subcontractors or claims under similar such laws or obligations. Company obligation

under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees.

Act 2016-312 Prohibition Against Boycotting

Contractor certifies that it is not currently engaged in, and for the duration of this agreement will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state enjoys open trade.

Proposal Acceptance/Rejection

Jefferson County expressly reserves the right to reject any or all proposals, or parts of proposals, and to make the award on merit and/or features of design and quality, delivery, and availability of parts and service as the best interest of the County appears.

Breach and Default

Any violation of this Agreement shall constitute a breach and default of this agreement shall be cause for termination. Upon such termination Contractor shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

Business License

If the scope of work under this proposal includes performing services or installation on County property, the SUCCESSFUL OFFEROR must have a current Jefferson County Business License. Inquiries regarding Business License may be directed to the Revenue Department at 205-325-5171 or via email at license_and_taxes@jccal.org for more information. Business Licenses are not required for materials or equipment shipped by U.S. mail or common carrier.

Cancellation

Failure to deliver as specified and in accordance with the proposal submitted, including promised delivery, will constitute sufficient grounds for cancellation of the order at the option of the County Commission and member of the Cooperative.

Corrections/Authorized Signature

Proposals having any erasures or corrections must be initialed in ink. Proposal must be signed in ink by an official authorized representative.

Data Universal Numbering System (DUNS)

All organizations responding to solicitations must provide their nine-digit Data Universal Number System (DUNS) number on the signature page within this document. Submissions that do not include the organization's DUNS number may be deemed nonresponsive. DUNS numbers must be provided before an award can be made to facilitate System Award Management (SAM) certification <https://www.sam.gov/portal/SAM/#1>. Companies that do not have a DUNS number may visit <https://www.sba.gov/federal-contracting/contracting-guide/basic-requirements> for more information. The Jefferson County Commission does not provide DUNS numbers.

General

The Jefferson County Commission expressively reserves the right to reject any and all proposals, or parts of proposals, and to make the award or awards as the best interest of the county appears.

Governing Law/Dispute Resolution

Any contract agreement that is issued based on this RFP, the parties shall agree that the contract agreement is made and entered into in Jefferson County, Alabama, and that all services, materials and equipment to be rendered pursuant to said contract agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this contract agreement will be governed by laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this contract agreement shall be the Circuit Court of Jefferson County Alabama, Birmingham Division.

Guarantee

Offeror certifies by proposing, that he is fully aware of the conditions of service and purpose for which services include in this proposal are to be purchased, and that his offering will meet the requirements of service and purpose to the satisfaction of the Jefferson County Commission and its Agent.

SECTION 6: PROTEST PROCEDURES

All protests must be submitted in writing to Jefferson County, 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 Jefferson County. Such protest shall be received no later than ten (10) business days prior to the proposal due date and time. Jefferson County 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 Jefferson County. Once an appeal has been received, Jefferson County, 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 County will render his final decision in writing within ten (10) business days.

Protests filed after contract award must be received by the County within five (5) business days after notification of award. The County 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 County 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 County, the response of the County shall be reported to the County Commission. The authorizing party will then issue a decision and authorize the County to take corrective action, if necessary. In all other cases, the County, 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 Attachments A through F 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: Affidavit of Contractor

Attachment E: Conflict of Interest Disclosure

Attachment F: Subcontractor's List

Attachment G: References

--Note: Attachments A through G should only be completed by the prime consultant.

Attachment H: Disadvantaged Business Enterprise (DBE) Utilization

Attachment H: Disadvantaged Business Enterprise (DBE) Certification

--All Proposers shall provide a copy of the DBE Certification Form for Consultants and sub-consultants claiming said 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.

Attachment – Signature Page: in blue ink

ATTACHMENT A: CERTIFICATION OF NON-COLLUSION

NON-COLLUSION AFFIDAVIT

I, _____, an authorized agent/representative of _____

_____ attest that the Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or sham; that the Offeror has not directly or indirectly induced or solicited any other Offeror to put in a false or sham RFP, and has not directly or indirectly colluded, conspired, connived, or agreed with any Offeror or anyone else to put in a sham RFP, or that anyone shall refrain from proposing; that the Offeror has not in any manner, directly or indirectly sought by agreement, communication or conference with anyone to fix the RFP of the Offeror or any other Offeror, or to fix any overhead, profit, or cost element of the RFP price or of that of any Offeror, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the RFP are true; and further, that the Offeror has not, directly or indirectly, submitted his/her RFP price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay any fee to any corporation, partnership, company, association, organization, RFP depository, or to any member or agent thereof, to effectuate a collusive or sham RFP.

I, the undersigned, hereby certify that I have read and understand this Non-Collusion Affidavit and guarantee complete compliance with all the terms, conditions and stipulations.

Subscribed and Sworn to
Before me this _____ day
of _____ 20_____.

Notary Public of
My Commission expires

BY _____
Authorized Signature of Offeror
Date

Print or Type Name of Offeror

ATTACHMENT B: CERTIFICATION OF CONTINGENT FEES

The Proposer acknowledges that no County 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 County, member of the County Commission, officer with the Planning and Zoning Commission or Board of Zoning Adjustment, the award of any County contract, the making of any County grant or loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any County 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

COUNTY ADMINISTRATIVE ORDER 08-4

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, pursuant to Title VII of the Civil Rights Act of 1964.

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: AFFIDAVIT OF CONTRACTOR

Alabama Act 2011-535

I affirm the following:

1. I will not knowingly employ, hire for employment, or continue to employ an unauthorized alien; and,
2. I affirm that the below listed Business Organization is enrolled in the E-Verify program, that the Business Organization listed below will remain enrolled in the E-Verify program during the term of the contract and that every employee that is required to be verified will be verified according to the applicable federal rules and regulations; and
3. I acknowledge that §9(e) Alabama Act 2011-535 authorizes the County to terminate this contract for a first violation of §9(a) of said Act, and requires the County to terminate this contract for a second violation of §9(a) of said Act.

Printed Name of Contract (or Authorized Representative)

Title

Signature of Contract (or Authorized Representative)

Date Signed

Name of Business Entity

Phone Number

State of _____

County of _____

Sworn to and subscribed before me on this _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires: _____

ATTACHMENT E: CONFLICT OF INTEREST DISCLOSURE

Instructions

The County, 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 County 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 County?

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 County 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 County 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 County?

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 County or County Commission?

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 F: SUBCONTRACTOR'S LIST

ATTACHMENT G: REFERENCES

ATTACHMENT H: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION FORM

Name of Prime Contractor:

Project:

Name of DBE Contractor:

Address:

Type of Work to be Performed:

Projected Date for Work:

Percentage of Total Proposal:

Name of DBE Contractor:

Address:

Type of Work to be Performed:

Projected Date for Work:

Percentage of Total Proposal:

Name of DBE Contractor:

Address:

Type of Work to be Performed:

Projected Date for Work:

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 Jefferson County

Authorized Signature

Date

Title/Position

**ATTACHMENT H (CONTINUED): COPY OF DISADVANTAGED BUSINESS ENTERPRISE (DBE)
CERTIFICATION**

SIGNATURE PAGE

The Jefferson County Commission, or its Agent, shall have the right to waive any informality or irregularity. Under certain limited conditions, the Purchasing Department may apply a local preference option in determining the low proposal for purchases of personal property.

All provisions of this Invitation are accepted by offeror as part of any contract or purchase resulting therefrom.

Date: _____ Company Name: _____ Web Address: _____

Terms: _____ Address: _____ City: _____

County: _____ State: _____ Zip: _____ Phone: (____) _____

If Jefferson County Business License were issued to your company for the past twelve (12) months, please list numbers. _____

Vendor's Federal I.D. Number: _____

I certify that _____ has ____ has not ____ been in operation for one year at
(Company Name) (Check one)

location(s) zoned for the type of business conducted by my company at the address stated above.

DUNS #: _____

(Authorized Signature)

(Print Name)

(E-Mail Address)

Toll Free Phone: _____ Fax Number: _____

Return original proposal in enclosed envelope. Authorized signature of offeror must be in ink. Proposals received in our office after the specified date and hour will not be considered.

INDICATE THE FOLLOWING ADDRESSES IF DIFFERENT FROM ABOVE:

1. PROPOSAL AWARD NOTICE ADDRESS
2. PURCHASE ORDER ADDRESS
3. REMITTANCE ADDRESS (AND NAME IF DIFFERENT THAN ABOVE)