

**CITY OF BIRMINGHAM, ALABAMA**



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**REQUEST FOR PROPOSALS**

**CITY OF BIRMINGHAM URBAN AGRICULTURAL LAND USE SUITABILITY ANALYSIS**

**RFP ISSUE DATE: MARCH 7<sup>TH</sup>, 2025**

**QUESTIONS DUE: MARCH 24<sup>TH</sup>, 2025**

**ANSWERS TO QUESTIONS DELIVERED: MARCH 28<sup>TH</sup>, 2025**

**PROPOSALS DUE: APRIL 11<sup>TH</sup>, 2025**

**CITY OF BIRMINGHAM**

MAYOR'S OFFICE OF RESILIENCE AND SUSTAINABILITY

710 NORTH 20<sup>TH</sup> STREET, Suite 500  
Birmingham, AL 35204

205-254-2022

## **SCHEDULE**

RFP Issue Date: March 7<sup>th</sup>, 2025

Questions Due: March 24<sup>th</sup>, 2025

Answers to Questions posted: March 28<sup>th</sup>, 2025

Proposals Due: April 11<sup>th</sup>, 2025

Short Listing: April 18<sup>th</sup>, 2025

Consultant Team Interviews: April 21<sup>st</sup>-April 30<sup>th</sup>, 2025

Notice of Award: May 5<sup>th</sup>, 2025

Anticipated Beginning of Contract: June 6<sup>th</sup>, 2025

## **QUESTIONS**

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

Katie Davis, Food System Development Manager

Telephone: 205-254-2022

E-mail: [ORS@birninghamal.gov](mailto:ORS@birninghamal.gov)

CC: [katie.davis@birninghamal.gov](mailto:katie.davis@birninghamal.gov)

## **SUBMISSION**

A digital copy in PDF must be emailed to the addresses listed below, the subject line should read as follows "FIRM NAME CITY OF BIRMINGHAM URBAN AGRICULTURAL LAND USE SUITABILITY ANALYSIS RFP ENCLOSED"

Proposals should not exceed 10 pages (excluding attachments), single-sided. If you do not receive an email confirming receipt of your materials please follow up with an email to [katie.davis@birninghamal.gov](mailto:katie.davis@birninghamal.gov).

## **SUBMITTALS MUST BE ELECTRONICALLY MAILED TO:**

Katie Davis, Food System Development Manager

City of Birmingham

E-mail: [ORS@birninghamal.gov](mailto:ORS@birninghamal.gov)

CC: [katie.davis@birninghamal.gov](mailto:katie.davis@birninghamal.gov)

**PROPOSALS RECEIVED AFTER THE DEADLINE WILL BE REJECTED**

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## SECTION 1: PROJECT OVERVIEW

The City of Birmingham (the City) is issuing a Request for Proposals (RFP) for professional services to conduct a comprehensive urban agricultural land use suitability analysis.

Birmingham faces significant challenges in providing access to healthy, affordable food, with nearly 70% of residents living in areas lacking quality fresh food options. To address this, the City aims to expand its food access strategy beyond grocery store recruitment by promoting urban agriculture and creating opportunities for local growers.

With funding from the U.S. Department of Agriculture's (USDA) Urban Agriculture and Innovative Production initiative, the City seeks to identify and evaluate suitable locations for urban agriculture. The goal is to develop a tool that prioritizes sites based on ecological, environmental, social, economic, and regulatory factors.

This analysis will be crucial in identifying and mapping ideal locations for urban agriculture. It will guide policymakers, planners, community organizations, and investors in making informed decisions that promote sustainable food production and a more resilient urban environment.

The primary objectives of this project are:

- **Identify and map suitable land for urban agriculture** within the city of Birmingham, considering various factors that contribute to successful and sustainable urban agriculture models.
- **Develop a user-friendly, GIS-based site selection tool** that allows users to evaluate potential sites based on their specific needs and priorities, incorporating different urban agriculture models, including traditional growing methods, as well as indoor farming models.
- **Provide insight and recommendations for policy and planning** interventions to facilitate urban agriculture development within the city.

The selected firm will work closely with the City of Birmingham's Office of Resilience and Sustainability and the contracted Food Systems Development Manager, resulting in a comprehensive report by, SEPTEMBER 2025.

Full details of expected deliverables are in SECTION 2: SCOPE OF WORK.

It is the City's intent to award a contract from JUNE, 2025 – SEPTEMBER 2025

## **SECTION 2: SCOPE OF WORK**

The tasks described below provide a generalized scope of work for the project. A responding firm's submittal must, at a minimum, address the tasks described below. Please note that the tasks described below reflect the minimum number of broad elements that will be included in the Agricultural Land Use Suitability Report that is created for the project. It is possible that the Agricultural Land Use Suitability Report developed for the project will include more detail or other more specific sub-elements. Each responding firm is encouraged to identify other key elements that it expects may be an important part of the project and describe its approach to analyzing those elements.

### **Task 1: Literature Review and Stakeholder Consultation**

- Conduct a comprehensive review of existing literature on urban agriculture land use suitability analysis, best practices, and relevant policies.
- Conduct a series of stakeholder consultations with relevant government agencies and local stakeholders to gather input on needs, priorities, and challenges related to urban agriculture within the city of Birmingham.

### **Task 2: Suitability Criteria Development**

Based on the literature review and stakeholder input, and zoning regulations, develop a set of comprehensive suitability criteria for evaluating potential urban agriculture sites, considering the following categories:

- **Zoning:** Identify the current zoning classifications for potential sites and evaluate their compatibility with urban agriculture uses. Determine if zoning amendments or special use permits would be required to establish urban agriculture models on a specific site.
- **Ecological Environment:** Soil quality (including soil type, drainage, and fertility), land elevation, slope, precipitation, and potential environmental contamination like lead or other pollutants. The contractor will also identify opportunities to mitigate neighborhood flooding through agricultural land use.
- **Social Demand:** Population density, proximity to markets and grocery stores, accessibility to transportation, community needs and preferences, and safety considerations.
- **Investment Cost:** Land rent or acquisition costs, infrastructure requirements, water access, and accessibility to transportation for distribution and market access. The analysis will explore City of Birmingham-owned sites, including those managed by the Birmingham Land Bank Authority, as well as other prime sites for acquisition and disposition by the City and partners.

### **Task 3: Data Acquisition and Spatial Analysis**

- Acquire and process all necessary spatial and non-spatial data for the analysis, including land use maps, soil surveys, demographic data, transportation networks, zoning regulations, and environmental data.

- Utilize Geographic Information Systems (GIS) to integrate the suitability criteria and create a spatial model for evaluating potential urban agriculture sites.

#### **Task 4: Site Selection Tool Development**

Develop a user-friendly, GIS-based site selection tool that allows users to:

- View and analyze the suitability of different locations for urban agriculture activities based on the defined criteria.
- Simulate different investment scenarios (e.g., traditional in-ground agriculture and indoor and hydroponic agriculture) and assess their impact on site suitability.
- Generate reports and maps to visualize and communicate findings and areas of opportunity.

#### **Task 5: Policy and Planning Recommendations**

Based on the analysis and site selection tool, provide recommendations for policy and planning interventions to support urban agriculture development, including:

- Addressing land tenure issues and promoting secure access to land for urban agriculture.
- Updating zoning regulations and land use policies to accommodate urban agriculture.
- Facilitating access to resources, such as water, compost, and technical assistance.
- Encouraging community engagement and participation in urban agriculture planning and implementation.

#### **Project Deliverables**

The consultant shall deliver the following:

- Inception Report: A detailed project plan outlining the methodology, data sources, stakeholder engagement plan, and timeline.
- Interim Report: A presentation of preliminary findings, including a draft set of suitability criteria, spatial analysis results, and potential site recommendations.
- Final Report: A comprehensive document summarizing the methodology, data analysis, site selection tool, policy recommendations, and all supporting materials.
- GIS-Based Site Selection Tool: A user-friendly, web-based or desktop application that incorporates the developed spatial model and allows users to evaluate and prioritize potential urban agriculture sites.

## Project Management

The selected consultant will ensure that the Urban Agricultural Land Use Suitability Analysis begins with a clear understanding of the process, schedule, and desired outcomes. This phase establishes an effective working relationship between the consultant team and City staff.

The selected consultant team will work closely with the contracted Food System Development Manager to establish a working timeline with key milestones for the project.

Due to the complex nature of the Urban Agricultural Land Use Suitability Analysis, it is critical that regular coordination meetings occur between the selected consultant and the contracted Food System Development Manager. The selected consultant should plan to meet, at minimum, monthly with the Food System Development Manager or as often as bi-weekly during critical portions of the project. Ad hoc meetings may be deemed necessary by the Food System Development Manager during critical portions of the process.

Additionally, the selected consultant should be prepared to present findings virtually in collaboration with the contracted Food System Development Manager to an established stakeholder working group and/or steering committee during the planning process as needed.

## Project Budget

Through funding made available by the USDA, the City has allocated \$35,000 to support the completion of the Urban Agricultural Land Use Suitability Analysis. **Proposals shall not exceed the allocated amount of \$35,000.**

## SECTION 3: PROPOSAL CONTENTS

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

A digital copy in PDF format must be electronically mailed to the provided addresses.

Proposals should be concise while adequately addressing all aspects of the Scope of Work described in Section 2. The length of the proposal shall not exceed 10 pages, excluding appendices for figures, graphics, resumes, qualifications and firm experience.

The following will be considered minimum contents of the proposal.

1. An overview of the consultant's proposed approach with stated objectives and goals.
2. A description of the scope of services and a list of project deliverables to be provided by the firm.
3. A work plan and proposed project schedule which identifies major tasks with proposed dates of completion for those tasks.

4. A detailed cost breakdown of the task to be performed with a breakdown of the hours for each employee category (e.g., principal, senior analyst, senior planner, technicians, etc.) per work task identified. The consultant will indicate any assumptions made (e.g. number of meetings, number of drafts, etc.) and include this information with the cost proposal. Total hours and dollars for each deliverable and the final project shall be shown.
5. A statement of qualifications, list of recent similar projects, references for recent projects, and the proposed project manager and team.

Any optional task or deliverables suggested by the consultant shall be indicated as such and should be included in task information identified above.

## **Additional Required Information**

### **Cover letter requirements**

A cover letter must be included with the following information: the cover letter does not count towards the 10-page limit.

- 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.
- Identify the proposed Project Principal and Project Manager, including their titles and/or their classifications
- Certification: The letter shall agree to all terms and conditions in this RFP, and specifically include the following language:

No elected or appointed official or employee of the City of Birmingham or the City Government, with respect to this project shall, during his or her tenure or for two years thereafter, have any interest, direct or indirect, in any proceeds thereof. The City may terminate this contract if gratuities were offered or given by the submitting firm or through any agent of said firm to any such official or employee.

- 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 the City.

### **Disadvantaged Business Enterprises (DBE) Certification**

The City of Birmingham seeks meaningful participation by qualified disadvantaged businesses in its procurement process. The City of Birmingham has a DBE goal of twenty percent (20%) of the overall project. 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." The proposal shall indicate the minimum percentage of the total contract value that is to be paid for which DBE status is claimed.

DBE firms are requested to submit evidence of such classification with the Response Package (as Attachment F).

**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 subconsultants 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 the City 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 the City for its refusal to disclose such material, trade secrets or other proprietary information to any party making a request. 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:

### **SECTION 4: SUBMISSION, EVALUATION, AND SELECTION**

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

#### **Additional Information and Inquiries**

**Information and Inquiries-** Respondents to this RFP should represent a firm, company, organization, team, or individual with ample experience performing similar services and the professional standards thereof, to undertake and successfully complete the Scope of Services

outlined in section 1. Please direct questions to Katie Davis via e-mail at [katie.davis@birminghamal.gov](mailto:katie.davis@birminghamal.gov) no later than 12:00 PM CST on March 24<sup>th</sup>,2025.

The City of Birmingham will post written responses to the inquiries received at <https://birminghamal.gov/work/bidding-opportunities/> by March 28<sup>th</sup>, 2025. The City will respond to technical questions only. No interpretive guidance, written or oral, regarding this RFP will be given, and no phone calls will be accepted. Respondents are expected to monitor <https://birminghamal.gov/work/bidding-opportunities/> for amendments and responses to inquiries.

**Verification of Information** - City 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 nonresponse 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 the City. 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 City with the amendment or clarification.

## **Evaluation Criteria**

Response Packages will be reviewed by a committee composed of City of Birmingham staff.

Each member of the review committee will evaluate each Response Package against the RFP evaluation criteria that are 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.

| WEIGHT FACTOR | CRITERION   | STANDARD  |
|---------------|---|---|
| 5.0           | 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. |
| 2.0           | Project Team Qualifications                         | The Consultant Team must provide relevant experience for all persons and sub-consultants who will be actively engaged in this project.                                    |
| 2.0           | Prior Project Experience                            | The Consultant Team must provide examples of similar, relevant projects completed by their firm(s) within the last five years.  |
| 1.0           | Disadvantaged/Women Owned Business Enterprise (DBE) | 1.0 Disadvantaged / Women Owned Business Enterprise (DBE) Participation Points<br>0% - 4% 0<br>5% - 9% 2<br>10% - 14% 4<br>15% - 17% 6<br>18% - 19% 8<br>20% or more 10   |

**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 purpose of 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 virtually and hosted by the City of Birmingham.

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 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**

After selection of the preferred Consultant Team, the City will then negotiate a final cost and be able to enter into a formal agreement with the Consultant Team for the City of Birmingham contract.

Based on the information submitted and internal budgetary considerations, the City may request adjustment of the submitted Scope of Work. If negotiations cannot produce a contract, the City 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 City 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 City 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 City. 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 City from making claim for adjustment on any service found not to have been in accordance with the contract.

### **Taxes**

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

### **Conflict of Interest**

The City 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 City.

### **Performance Standards**

The City 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 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 City:

- 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 City a positive indication that the Consultant will not or cannot perform its obligations according to the requirements and specifications of the contract. After notice of cancellation has been sent to the Consultant, the Consultant agrees to perform the requirements of the contract through and including the effective date of cancellation, as though no cancellation had been made, and notwithstanding other legal remedies which may be available to the City because of the cancellation, agrees to indemnify the City for its cost in procuring the services of a new Consultant.

The City shall give the Consultant written notice of default. After receipt of such notice, the Consultant shall have five (5) days within which to cure such default. In the event the

Consultant does not cure such default, the City 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 City may terminate the contract, in whole or in part, when it is deemed to be in its best interest. If the contract is so terminated, Consultant will be compensated for work performed up to the effective date 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 cancelled 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.

### **Confidentiality**

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

### **Contract Term**

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

## **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 City 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 City from liability as a result of this project. Coverage shall not be cancelled, reduced, or allowed to lapse without written notice to City.

### **SECTION 6: PROTEST PROCEDURES**

All protests must be submitted in writing to the City, 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 City. Such protest shall be received no later than ten (10) business days prior to the proposal due date and time. The city 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 City. Once an appeal has been received, the Director of the City of Birmingham's Office of Resilience and Sustainability, 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 Director of the City of Birmingham's Office of Resilience and Sustainability will render his final decision in writing within ten (10) business days.

Protests filed after contract award must be received by the City within five (5) business days after notification of award. The City 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 Director of the City of Birmingham's Office of Resilience and Sustainability 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 City, the response of the City shall be reported to the City Governing Body. The authorizing party will then issue a decision and authorize the City to take corrective action, if necessary. In all other cases, the Director of the City of Birmingham's Office of Resilience and Sustainability, 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 E 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 City 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 City or member of the City Governing Body in connection with the award of any City contract, the making of any City grant or loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any City 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 City, 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 with any with employee(s) of the City and/or member(s) of the City Governing Body that could be construed as creating a conflict of interest (e.g., a financial interest), or which would give rise to a conflict if your firm became a recipient of a contract with the City?

YES \_\_\_ NO \_\_\_

If "yes," please list the names of employee(s), Governing Body member(s), and the nature of the relationship:

Name: \_\_\_\_\_

Relationship: \_\_\_\_\_

2. Have you or any member of your firm been an employee of the City or served as a member of the City Governing Body 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 City or member of the City Governing Body 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 City or City Governing Body?

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 City or City Governing Body?

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: _____<br>Project: _____  |
| Name of DBE Contractor: _____<br>Address: _____<br>Type of Work to be Performed:<br>_____<br>_____<br>_____<br>Projected Date for Work: _____<br>Percentage of Total Proposal: _____ |
| Name of DBE Contractor: _____<br>Address: _____<br>Type of Work to be Performed:<br>_____<br>_____<br>_____<br>Projected Date for Work: _____<br>Percentage of Total Proposal: _____ |
| Name of DBE Contractor: _____<br>Address: _____<br>Type of Work to be Performed:<br>_____<br>_____<br>_____<br>Projected Date for Work: _____<br>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 City of Birmingham.

Authorized Signature

Date \_\_\_\_\_

Title/Position \_\_\_\_\_

**ATTACHMENT F: DISADVANTAGED BUSINESS ENTERPRISE (DBE) CERTIFICATION**