

CITY OF BIRMINGHAM



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REQUEST FOR PROPOSALS

CITY OF BIRMINGHAM FARMERS' MARKET STUDY

RFP ISSUE DATE: JUNE 2nd, 2025

QUESTIONS DUE: JUNE 16th, 2025

ANSWERS TO QUESTIONS DELIVERED: JUNE 24th, 2025

PROPOSALS DUE: JULY 3rd, 2025

CITY OF BIRMINGHAM

MAYOR'S OFFICE OF RESILIENCE AND SUSTAINABILITY

710 NORTH 20TH STREET, SUITE 500

BIRMINGHAM, AL

35204

205-254-2022

SCHEDULE

RFP ISSUE DATE: JUNE 2nd, 2025

QUESTIONS DUE: JUNE 16th, 2025

ANSWERS TO QUESTIONS POSTED: JUNE 24th, 2025

PROPOSALS DUE: JULY 3rd, 2025

SHORT LISTING: JULY 14th, 2025

CONSULTANT TEAM INTERVIEWS: JULY 21st – JULY 25th, 2025

NOTICE OF AWARD: JULY 30th, 2025

ANTICIPATED BEGINNING OF CONTRACT: SEPTEMBER 5th, 2025

QUESTIONS

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

Katie Davis, Food Systems Manager

Telephone: 205-254-2022

Email: ORS@birminghamal.gov

CC: katie.davis@birminghamal.gov

SUBMISSION

A digital copy in PDF format must be emailed to the email addresses listed below. The subject line should read as follows: "*FIRM NAME* CITY OF BIRMINGHAM FARMERS' MARKET STUDY."

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@birminghamal.gov

SUBMITTALS MUST BE ELECTRONICALLY MAILED TO:

Katie Davis, Food Systems Manager

City of Birmingham

Email: ORS@birminghamal.gov

CC: katie.davis@birminghamal.gov

PROPOSALS RECEIVED AFTER THE DEADLINE WILL BE REJECTED

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SECTION 1: PROJECT OVERVIEW

The City of Birmingham, Alabama (sometimes hereinafter, “the City”) is issuing a Request for Proposals (RFP) for professional services to conduct a comprehensive Farmers’ Market Study. This initiative is funded by the U.S. Department of Agriculture’s (USDA) Urban Agriculture and Innovative Production (UAIP) award and aims to strengthen urban agriculture, improve market access, and advance food sovereignty within the city.

To achieve these goals, the City of Birmingham seeks to build opportunities within its urban agricultural and farmers’ market landscape by studying existing markets and developing recommendations for new market models.

This study will provide a deeper understanding of the current food environment, including key food access indicators, supply chain gaps, and opportunities for local producers. It will assess existing resources, assets, and challenges within the local food system and identify solutions that support the growth of urban agriculture and local markets.

The primary goals of this study are to:

- Provide a deep understanding of the current food environment, including key food access indicators, supply chain gaps, and market opportunities for local producers.
- Improve opportunities within Birmingham’s urban agricultural and market landscape by assessing resources, assets, and challenges.
- Develop recommendations for supporting sustainable and scalable market models that support the growth of urban agriculture and local markets.

The selected firm will work closely with the City of Birmingham’s Office of Resiliency and Sustainability and the Food Systems Manager to deliver a comprehensive report by November 14th, 2025.

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

It is the City’s intent to award a contract from September 2025- November 2025.

SECTION 2: SCOPE OF WORK

The tasks described below provide a generalized scope of work for the project. It is possible that the Farmers' Market Study 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: Market Landscape Assessment and Analysis

- Review existing data, including past studies and reports.
- Conduct a needs assessment survey with vendors and market operators and utilize data provided by the Office of Resilience and Sustainability's Producer Needs Assessment to identify opportunities to support sustainable market growth including:
 - Barriers to production scalability and market participation
 - Challenges in distribution, logistics, and consumer engagement
 - Potential interest in new market formats
 - Potential investment incentives
 - Potential policy improvements
 - Potential public-private partnerships

Task 2: Market Feasibility Study

- Evaluate economic, social, political, and environmental factors influencing the viability of new market models in Birmingham.
- Analyze potential market expansion strategies including:
 - Farmers' Market networks
 - Expansion of Farmers' Market services and operations
 - Food Hubs and cooperative distribution centers
 - Mobile and pop-up market concepts
 - Farm to institution partnerships
 - Community Supported Agriculture models
 - Brick and mortar food retail concepts

Task 3: Data Analysis and Mapping

- Utilize GIS to map Birmingham's current market ecosystem, identifying:
 - Farmers' markets, brick and mortar retailers and grocers actively sourcing local products, cooperative food initiatives, mobile markets, etc.
 - Value chain actors (distributors, wholesalers, processors)

- Farmers, including rural producers, urban agriculture projects, and community gardens
- Gaps in food access across Birmingham’s neighborhoods.
- Economic, social, and environmental factors influencing market viability
- Identify and map potential areas for investment in new market models

Task 4: Strategic Recommendations and Final Report

- Develop a detailed roadmap for implementing a new market model.
- Provide policy recommendations to support urban markets and local food distribution.
- Present findings in a final report and executive summary including:
 - Market ecosystem mapping
 - Recommended strategies and policy suggestions for improving food access through urban markets
 - Feasibility assessment and detailed roadmap for implementation of proposed market models

Project Deliverables

The consultant shall deliver the following:

- **Inception Report**- A detailed project plan with methodology, data sources, stakeholder strategy, and timeline.
- **Market Assessment**- An assessment of the market ecosystem, supply chain gaps, production barriers, and opportunities through surveys and interviews.
- **GIS Mapping**- GIS mapping to identify food access gaps and market opportunities.
- **Interim Report**- Preliminary findings and recommendations from stakeholder feedback to improve market growth and reduce barriers.
- **Feasibility Study and Implementation Roadmap**- Analysis of potential new market models.
- **Final Report and Executive Summary**- Comprehensive final report with key findings and implementation steps.

Project Management

The selected consultant will ensure that the Farmers' Market Study begins with a clear understanding of the process, schedule, and desired outcomes. This phase establishes and effective working relationship between the consultant team and the City staff.

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

Due to the complex nature of the Farmers' Market Study, it is critical that regular coordination meetings occur between the selected consultant and the Food Systems Manager. The selected consultant should plan to meet, at minimum, monthly with the Food Systems Manager, or as often as bi-weekly during critical portions of the project. Ad hoc meetings may be deemed necessary but the Food Systems Manager during critical portions of the process.

Additionally, the selected consultant should be prepared to present findings virtually in collaboration with the Food Systems Manager to an established stakeholder working group 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 Farmers' Market Study. **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 email 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 tasks to be performed, including 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 deliverable 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 shall include 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-D should only be completed by the prime consultant.

Attachment E: DBE Utilization Commitment Form

Attachment F: DBE Certification Form

All Proposers shall provide a copy of the DBE Certification Form for Consultants and Sub-Consultants claiming such status. The certification must have been obtained from a federal, state, or local governmental agency that regularly issues such certification, must have been issued within the past year, and must clearly state the effective date of the certification.

Disposition of Proposals

All proposals submitted in response to this RFP will become the property of 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

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 2. Please direct questions to Katie Davis via e-mail at katie.davis@birminghamal.gov no later than 5:00 PM CST on JUNE 16th, 2025

The City of Birmingham will post responses to questions at <https://birminghamal.gov/work/bidding-opportunities/> JUNE 24th, 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)	Disadvantaged/Women Owned Business Enterprise (DBE) Participation Points 0%-4% 0 5%- 9% 2 10% -14% 4 15%-17% 6 18% -19% 8 20% or above 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 5 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 of the terms, promises, and conditions of the contract, including the specifications, may be deemed a substantial breach thereof. Default may be declared at any time if, in the opinion of the 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.
- 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 canceled and the Consultant will only be reimbursed for the reasonable value of any non-recurring costs borne but not amortized in the price of services delivered under the contract, or which are otherwise not recoverable. The cost of cancellation may be paid from any appropriations available for such purposes.

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, canceled, 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 canceled, 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 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: _____

Date 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 the name and 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 the name and 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, contributions(s) (including political contributions) or gift(s) to any current employee of the City or City Governing Body?

YES NO

If "yes," please list the name, date gift of 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 and Date

Business Address

ATTACHMENT E: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION FORM

Name of Prime Contractor: Project:
Name of DBE Contractor: Address: Type of Work to be Performed: 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 the City of Birmingham.

Authorized Signature Date:

Title/Position:

ATTACHMENT F: DISADVANTAGED BUSINESS ENTERPRISE (DBE) CERTIFICATION