

CITY OF BIRMINGHAM, ALABAMA



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REQUEST FOR PROPOSALS FOR THE STUDY, DESIGN, AND DEVELOPMENT OF A LANDFILL GAS TO ENERGY PROJECT

RFP ISSUE DATE:	Friday, July 10, 2026
QUESTIONS DUE:	Friday, August 7, 2026, 5:00 pm (CDT)
ANSWERS TO QUESTIONS DELIVERED:	Monday, August 24, 2026, 5:00 pm (CDT)
PROPOSALS DUE:	Monday, September 21, 2026, 5:00 pm (CDT)

CITY OF BIRMINGHAM
DEPARTMENT OF PUBLIC WORKS
501 6th AVENUE SOUTH
Birmingham, AL 35205
205-254-6316

REQUEST FOR PROPOSALS

For the Study, Design, and Development of a Landfill Gas to Energy Project
City of Birmingham, Alabama

SCHEDULE

RFP Issue Date:	Friday, July 10, 2026
Questions Due:	Friday, August 7, 2026, 5:00 pm (CDT)
Answers to Questions posted:	Monday, August 24, 2026, 5:00 pm (CDT)
Proposals Due:	Monday, September 21, 2026, 5:00 pm
(CDT)	
Short Listing:	October 5, 2026
Developer Interviews:	October 19, 2026
Notice of Award:	November 20, 2026
Anticipated Beginning of Contract:	January 2, 2027

QUESTIONS

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

Josh D. Yates, Department of Public Works Director

Telephone: (205)-254-6345

[E-mail: Joshua.Yates@birminghamal.gov](mailto:Joshua.Yates@birminghamal.gov)

SUBMISSION

One (1) original and six (6) hard copies (7 total) 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 "STUDY, DESIGN, AND DEVELOPMENT OF A LANDFILL GAS TO ENERGY PROJECT."

Proposals should not exceed 20 pages (excluding attachments), single-sided.

SUBMITTALS MUST BE MAILED OR HAND DELIVERED TO:

Josh D. Yates, Director Department of Public Works
City of Birmingham
Department of Public Works
501 6th Avenue South
Birmingham, Alabama 35205

No proposal shall be received by facsimile or electronic mail

PROPOSALS RECEIVED AFTER THE DEADLINE WILL BE REJECTED

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SECTION 1: PROJECT BACKGROUND AND DESCRIPTION

The City of Birmingham (City) is requesting Qualifications, Experience, and Technical Proposals from qualified landfill-gas-to energy developers to develop a "Landfill Gas to Energy (LFGE) Project" for commercial and beneficial use of landfill gas generated at the City's two landfills. The selected Proposer ("Developer") will be expected to finance, design, build, operate and maintain the LFGE facility(s).

The City will be evaluating submissions to this request and will consider those firms deemed most qualified. The City reserves the right to interview some or all of the prospective LFGE Developers.

The City owns and operates two landfills, the Eastern Area Landfill and New Georgia Landfill. The Eastern Area Landfill encompasses approximately 370± acres and operates under Alabama Department of Environmental Management (ADEM) Solid Waste Permit Number: 37-12. The landfill has been in operation since 1972 and accepts both industrial and municipal solid waste, of which approximately 80% is household waste. The facility is bounded by the Southern Railway to the north and northwest, Interstate 459 to the southwest, City of Queenstown to the southeast, and City of Trussville to the northwest. The Seaboard Coast Rail Line borders the site on the southwest corner of the property.

The New Georgia Landfill encompasses approximately 660± acres and operates under ADEM Solid Waste Permit Number 37-11. The City initially acquired approximately 300 acres in the present-day footprint of the Landfill in 1955 for use as a solid waste disposal facility, and it began operating as an open dump. The Landfill reportedly became compliant with state regulations in 1970 and has been in operation since that time. The City acquired an additional approximately 400 adjoining acres in 1978. The New Georgia Landfill includes, Pre-RCRA Subtitle D, Post-RCRA Subtitle D, and construction/demolition disposal areas. The facility is bound to the south and east by Interstate Highway 65, the Southern Railway and a tributary to Fivemile Creek to the south and west, and Fivemile Creek and residential development to the north.

Neither the Eastern Area Landfill or New Georgia Landfill have landfill gas collection and control systems (LFGCCS).

SECTION 2: SCOPE OF PROJECT

The scope of the Project will include, but is not limited to, planning, permitting, financing, design, construction, operation, maintenance, and environmental monitoring services for the LFGE Project. In addition, the scope of the Project includes the marketing, sale, and distribution of the full market value of the landfill gas (LFG), including all forms of energy, tax credits and incentives, and/or other material and marketable features of LFG.

In exchange for granting the Developer the right to receive the LFG at the landfills, the Developer must agree to make payments to the City of Birmingham based on metered quantities/measured quality of gas delivered and/or based on some mutually agreed upon revenue-sharing arrangement.

There are no active LFGCCS installed at either of the City's landfills and no recent testing or analysis of the quantity and/or quality of the landfill gas has been performed. Although there are no active LFGCCS, there are multiple passive LFG vents that have been installed and are available to Proposers for use to collect LFG samples and perform such analysis as desired. The Proposer shall notify City of their interest in obtaining gas samples for analysis and shall be responsible for providing suitable containers, collecting samples, and any shipping and analysis costs. The City or any of its employees, agents, advisors, or

consultants cannot guarantee that samples collected and analyzed are representative of current or long-term LFG generation conditions.

Term of Contract

The initial term of the Contract shall be for twenty (20) years. At the sole option of the City, the Contract may be extended for up to two (2) additional five (5) year periods.

City of Birmingham Responsibilities

The rights and responsibilities of the City are as follows:

Landfill Operations

The City makes no guarantees as to the quantities or composition of the future waste to be disposed of or the quantity or quality of LFG generated at the Landfills. Furthermore, it will be the sole responsibility of the Developer to ensure that the quality and quantity of the LFG will meet the requirements of the industrial user, electrical utility, or pipeline company that will be the ultimate buyer of the product. The City will not operate the Landfills in a manner that could unnecessarily or unreasonably diminish the quality and quantity of LFG generated to the extent practicable. In addition, the City will make reasonable efforts to perform its operations at each Landfill such that it will not unreasonably interfere with the operations of the Developer's facilities provided that the City reserves the right to operate the landfills in a manner that maintains compliance with their permits and ADEM regulations.

Should more LFG be extracted from the Landfills than what is accepted by the end user/purchaser, the Developer shall either flare the excess LFG or sell the excess to one or more additional purchasers. The Developer shall be responsible for the design, coordination and construction of any and all necessary piping to the LFG flare for diverting any excess or unusable LFG. In no event shall excess LFG or waste gas be vented without being flared.

Solid Waste and Air Quality Permit Compliance

Relative to LFG and air quality, the City will maintain responsibility for the following activities which are required by the City's solid waste and air quality permits:

Solid Waste Permit:

- LFG monitoring and reporting and associated maintenance
- Landfill cover placement and maintenance
- General facility maintenance (excluding Developer's LFGE facilities).

Title V Air Quality Permit:

- Annual and semi-annual air quality reporting (excluding any reporting for LFGE Facilities)
- Surface emissions monitoring and reporting.

Additionally, as permit holder, the City will assist the Developer with providing requested information and review of solid waste and air quality permit modification applications (prepared by Developer).

Review of Permit Applications and Construction Documents

At all times, the City, in its role as Landfill owner and partner with the Developer, reserves the right to review: 1) permit applications prepared by the LFGE Developer prior to the permit applications being

submitted to regulatory agencies; and 2) construction documents prepared by the Developer prior to the Developer soliciting for construction or equipment bids. The Developer will be solely responsible for obtaining necessary environmental permits and maintaining compliance with those permits for the Project Facilities except that the City will be responsible for certain compliance activities related to the City's solid waste and Title V air quality permits for the Landfills as noted herein.

The City will complete its review of permit applications and construction documents as soon as reasonably practicable and will notify the Developer in writing of any comments. The conditions of this review are separate and unrelated from any reviews of permit applications or construction documents in which the City is serving in the role as the regulatory authority having jurisdiction.

Access and Property Lease

The specific terms contained in the Contract resulting out of a negotiations phase following this RFP process will ultimately define granted access to the Landfill sites for the purposes of enabling the Developer to operate the Project.

LFGE Developer Project Responsibilities

The rights and responsibilities of the Developer include, but are not limited to, the following:

LFGE Facilities

The Developer shall, at their sole expense, purchase, design, modify, install, permit, construct, expand, operate and maintain (including preventative and routine maintenance and replacement of worn equipment), and perform environmental compliance monitoring and reporting associated with the LFGE facilities, which is considered to be a component of the Project Facilities for purposes of this RFP, all in accordance with applicable laws and environmental compliance requirements, and as may be necessary to beneficially use LFG. Any interconnect requirements (including LFG quality) with existing natural gas pipelines are the sole responsibility of the Developer.

The LFGE facilities shall be operated in a safe, secure, effective, and efficient manner, and shall be in full compliance with all applicable laws, permits, rules and regulations.

The Developer shall be required to conduct all its operations so as not to interfere with the Landfill operations and not to interfere with the City's ability to comply with its permits or with applicable laws or regulations.

Permits and Licenses

The Developer will make an application for, obtain, and maintain all applicable permits and licenses required for the construction and operation of the LFGE Facilities. All permits for the LFGE Facilities will be in the Developer's name.

LFG Marketing and Sale

The Developer assumes all responsibility for the marketing and sale of LFG, including all responsibility for developing, negotiating, and executing agreements with other parties for all forms of energy, environmental attributes, tax credits and incentives, and/or other material and marketable features of LFG.

Financing

The Developer is solely responsible for the financing of all the planning, permitting, design, construction,

operations, maintenance, repair, replacement, rehabilitation, and environmental compliance monitoring and reporting associated with the LFGE Project. The Developer will not be compensated by the City for any work related to the Project Facilities. The Developer may not encumber or otherwise pledge or grant a security interest in the Project Facilities.

Utilities

The Developer shall be responsible for the installation of all additional utilities needed for Project operations. This may include electrical service, natural gas service, potable or non-potable water, sanitary sewer, telecommunications, or other utilities. The Developer shall work with the local service providers in securing these services. The City will assist as reasonable to provide access or other on-site connections, however, the Developer shall bear all costs associated with securing these services as well as the costs for facility operations.

Security and Bonding Requirements

The Developer shall provide security for execution and performance of the contract, if selected, in the form of a guaranty agreement and Performance and Payment Bonds securing the performance of the Developer. Developer shall provide evidence in the proposal of the ability to secure Performance and Payment bonding in the full amount of the proposed design and construction costs for the proposed project and for the duration of the design and construction of the proposed project. Bonding shall be provided by a surety company authorized to do business in the State of Alabama. The City of Birmingham reserves the right to waive or alter these requirements or accept alternative financial guarantees if, in the opinion of the City of Birmingham, its interests are so protected.

Environmental Compliance Requirements

The Developer shall be responsible for operating all LFGE Facilities in a manner to maintain compliance with all current and applicable laws and landfill permits including, but not limited to solid waste permits, NPDES permits, air permits (Title V), etc. The Developer will operate the system in a manner that will maintain the landfill's compliance with Title V permit(s) and explosive gas regulations. The Developer will expand/modify the system where needed to maintain compliance when exceedances may occur. In addition, the Developer shall assume all responsibilities for environmental compliance associated with the LFGE Facilities monitoring and reporting to appropriate Federal, State and local agencies. Environmental compliance requirements shall include, but shall not be limited to, the Clean Air Act; the Federal Water Pollution Control Act; the Safe Drinking Water Act; the Toxic Substances Control Act; the Comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986; the Resource Conservation and Recovery Act, as amended by the Solid and Hazardous Waste Amendments of 1984; the Occupational Safety and Health Act; the Hazardous Materials Transportation Act; the Oil Pollution Act of 1990; and any similar Federal, State, or local statutes and regulations, as may be periodically promulgated and/or amended.

SECTION 3: CONTENTS FOR PROPOSAL PACKAGES

It is the responsibility of all Proposers 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 should be printed single-sided.
- One (1) original and six (6) hard copies (7 total) on 8 1/2" x 11" paper, plus one (1) digital copy in PDF format on a CD or thumb drive, must be submitted (digitally provided plans or past works are not limited to 8.5x11, but please limit or reduce file sizes as best as possible and include as an appendix item).

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

Cover Letter / Letter of Interest (1 page)

The cover letter is intended to indicate the Developer'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 team members that may be used for the project must be included.
- 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 hereof. 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 Developer or Developer's team who has authority to negotiate and contractually bind the Developer or Developer's team. All signatures must be original on at least one copy of the proposal submitted to the City.

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 Developers background, types of expertise, and ability to meet the requirements of this RFP. The executive summary should briefly state why the Developer is the best candidate for the award of the project.

Technical Approach (8 pages max.)

Include a detailed description of how the Developer will address the project Scope of Work.

The proposal shall include a description of the proposed technology and technical aspects of the proposed LFGE facility including permitting, design, construction, operations, maintenance, and expansion. It is anticipated that this section will include a narrative describing:

- The proposed LFGE facility, including conceptual process flow diagram(s) dealing with incoming constituents, additives, conversion and/or contaminant removal, and outgoing constituents
- Organization chart identifying management structure, chain of command, parties, duties, relationships between parties and liaison to the City related to the proposed LFGE project
- Operation of the LFGE facility, including access, personnel, hours, deliveries, equipment, and related operational items
- The proposed LFGCCS components
- Connections and location of meters and/or other equipment associated with payment demarcations
- Infrastructure requirements, availability, and timeline for development if needed
- Conveyance plan for LFG end-product produced by the proposed facility including anticipated purchaser(s), conceptual layout and description of components, connections, locations, and operations between the LFGE facility and purchaser
- Contingency plan(s) for non-useable LFG at the proposed facility and for processed LFG not able to be delivered to purchaser such that the City retains the ability to maintain compliance with applicable permit, local, state, and federal regulations
- Contingency plan(s) in the case of subsurface migration or surface emissions exceedances
- Permitting and regulatory requirements related to the proposed LFGE facilities
- Maintenance and expansion activities and expenses
- Identification of type and volume of all by-products generated by the proposed LFGE facilities and processes, including specifically, any by-product defined as hazardous material by the EPA and identification and discussion of disposal of said by-products
- Identification and description of all environmental monitoring and control systems to mitigate potential impacts to groundwater, surface water, air quality, ambient noise levels, ambient odor levels, traffic impacts, and any other impact to City Landfill operations and/or facilities and/or surrounding areas
- Safety and Security discussion for the proposed project
- Schedule for implementation of the various activities and milestones from design through construction up to full operation of the proposed LFGE facility.

Financial/Contract Approach (1 Page)

The proposal shall include a description of the financial approach being offered by the Proposer. This shall include the following, at a minimum:

- Payment structure (direct gas purchase, royalty based on revenue, minimum guaranteed payment, etc.) and frequency
- Financial approach to unused LFG from the LFGCCS - Marketing approach for LFGE end-products (including environmental attributes)
- Any minimum flow or quality requirements on the LFG

Project Team Qualifications (3 pages max.)

Provide resumes displaying the professional credentials and expertise of the key personnel who are anticipated to perform work on the anticipated contract. Please identify any Disadvantaged Business Enterprises (DBE).

This section may include, but is not limited to:

- a. Legal Name of Proposer and D.B.A. (if applicable)
- b. Previous Business Name (if applicable)
- c. Form of Proposer (Corporation, Partnership, Joint Venture, LLC, Other)
- d. Years in Business (under current business name)
- e. Years of Experience Providing Services to Governmental Entities
- f. Job descriptions/role within the company
- g. Individual qualifications (education, years of experience, specializations)
- h. Descriptions of the relevant experience on similar contracts/tasks (if applicable)
- i. Other detailed qualifications (certifications, licensure, specializations)

Prior Project Experience (4 pages max.)

The proposal shall include a description of the Proposer's capabilities and experience including project profiles for all LFGE projects under design, construction, and operation. It is anticipated that the Proposer will be able to identify and describe:

- Having been in business for a minimum of five (5) years.
- A minimum of three (3) active LFGE projects using the proposed technology with associated contact information/references for each listed facility. The City reserves the right to contact each listed LFGE facility and property owner to determine whether the technology and operations are suitable for the Project.
- All relevant experience of key members of the Proposer's team related to the design, construction and operation of the proposed technology and with LFGE projects in general. - All relevant experience of key members of the Proposer's team related to construction, operation, maintenance, and expansion of LFGCCSs and related facilities in a landfill environment.
- All additional experience related to successful development of similar or related facilities, partnerships with a public/private structure, and negotiating energy-related agreements

References (1 page)

Proposers shall provide the contact names, telephone numbers, mailing addresses, and email addresses for a minimum of three (3) references for which the firm has performed similar work. -

For Proposer Teams, please include at least one (1) reference per firm.

Participation of Historically Underutilized Business Enterprises.

The Proposer will acknowledge that the City, as a matter of public policy, encourages participation of minority- and women-owned and other disadvantaged business enterprises to the maximum extent possible. This policy includes historically under-utilized business enterprises such as architectural firms, engineering firms, investment banking firms, other professional service providers, and construction contractors as part of the City's business, economic and community revitalization programs.

Disadvantaged Business Enterprises (DBE)

The City of Birmingham seeks meaningful participation by qualified disadvantaged business enterprises (DBEs) in its procurement process. A DBE, as defined in the guidelines of the Birmingham Construction Industrial Authority and in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26, U.S Department of Commerce Minority Business Development Agency (DOC) Title 15 Chapter 14 Part 1400 Section 1400.4, and the Small Business Administration (SBA), 13 CFR Part 124, is a "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 anticipated 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 (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 through E should only be completed by the prime Proposer.

- 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:

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 | 8 pages |
| 5. Financial Approach | 1 page |
| 6. Project Team Qualifications | 3 pages |
| 7. Prior Project Experience | 4 pages |
| 8. References | 1 page |

Attachment A: Certification of Non-Collusion

Attachment B: Certification of Contingent Fees

Attachment C: Certification of Fair Employment Practices

Attachment D: Conflict of Interest Disclosure

Attachment E: DBE Utilization Commitment Form

Attachment F: Disadvantaged Business Enterprise (DBE) Certification

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

SECTION 4: SUBMISSION, EVALUATION, AND SELECTION

Intention to Contract

By submitting a proposal, the Proposer generally agrees to the expected Project and contract characteristics as detailed in this RFP document, unless otherwise clearly stated. Proposals that are conditional on specific contractual provisions will be accepted at the City's discretion. Proposers should assume that the terms and conditions contained in this RFP represent the minimum expectations of the City. The contract will be negotiated once the preferred Proposer is chosen.

Pre-Proposal Conference and Landfill Tour

A non-mandatory pre-proposal conference and site tour will be held at **10:00 am CDT, Friday, July 31, 2026**. At the pre-proposal conference, City staff will be available to answer questions and explain the intent of this RFP. Questions about the RFP documents will be addressed to the extent possible. After the pre-proposal conference and site tour, the City may choose to prepare written documentation in response to questions that were raised at the pre-proposal meeting. The location of the pre-proposal conference and tour will be: 2800 47th Avenue North, Birmingham, AL 35217. Interested Proposers may participate in these voluntary events, and Propose.

Submission

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.

Inquiries - Proposers may submit written inquiries for interpretation of this RFP to **Kelly Dunn** (Kelly.Dunn@birminghamal.gov). Questions made and answered will be summarized in writing for distribution on the City website (<https://www.birminghamal.gov/work/bidding-opportunities>) no later than **Monday, August 24, 2026, at 5:00pm (CDT)**. All questions will remain anonymous. Addendums or amendments to this RFP, if required, shall also be posted to the website.

City 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 - 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 the Project 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 who have 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 the Proposer 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 mentioned on the cover page.

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 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.

WEIGHT FACTOR	CRITERION	STANDARD
3.0	Technical Approach	The Project 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 Project Team must provide relevant experience for all persons and sub-consultants who will be actively engaged in this project.
2.0	Financial/Contract	
3.0	Prior Project Experience	The Project Team must provide examples of projects similar in size, scope, and complexity completed by their firm(s) within the last five years.

Some of these factors are subjective, and the decision of the City is final.

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 Developer/Project Teams for interviews/presentations. The selection committee has the authority to select the top tier of highly scored Developer/Project 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 Proposers 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 Project Team to clarify or elaborate on their technical approach methodology without re-stating 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 City Hall of Birmingham, Alabama. The Developer 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 Developer/Project 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 project 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 Proposer 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 Developer, the City will then negotiate in order to enter into a formal agreement with the Developer for the Project.

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, and the scope of work contained herein. Submitted proposals are deemed an irrevocable offer for ninety (90) days after the date and time of opening.

Public Record

Once finalized, documents resulting from this RFP, including the resulting award, are available for public inspection pursuant to the Alabama Public Records Act, Code of Alabama (1975) §36-12-40.

Costs of Proposal

The Proposer will be responsible for all costs incurred in preparing a response to this RFP. All materials and documents submitted by Proposers will become the property of the City and will not be returned. A Proposer selected for further interviews and negotiations will be responsible for all costs incurred during these processes.

Proprietary Information

If a Proposer submits proprietary information with the proposal, the Proposer shall ensure that it is enclosed in a separate envelope or file from the proposal and that it is clearly designated and conspicuously labeled as such. **Proposals that are marked proprietary and confidential in their entirety shall not be accepted for consideration.** All proposals are subject to a public records request; as permitted by law, the City shall endeavor to protect Proposer information that is clearly designated and conspicuously labeled as proprietary. Please note that pricing information is not considered proprietary information.

Proposal Acceptance/Rejection

The City reserves the right: (1) to cancel this RFP at any time for any reason; (2) to accept or reject any and all proposals; and (3) to request additional information prior to or upon the final selection. Any such cancellation or rejection may be without prior notice and shall be without any liability or any kind or amount to the City. The City shall not accept any proposal that the City deems not to be in its best interest. The City will reject proposals submitted after the closing date and time.

Selection, Negotiation, Additional Information

Although the City reserves the right to create a short-list of Proposers who may be subject to a further evaluation, interview, and/or negotiation process, to negotiate with any single Proposer to arrive at its final decision and/or to request additional information or clarification on any matter included in the proposal, it also reserves the right to select the most responsive Proposer without further discussion, negotiation, or prior notice. The City presumes that any proposal is a best-and-final offer.

The City reserves the right to award contracts to the Proposer who is deemed to offer a proposal in the best interests of the City. The City may select one Proposer (Preferred Proposer) with which it will commence negotiations, or the City may elect to conduct simultaneous negotiations with two or more Proposers (Preferred Proposers).

Contract Award

A Proposer's response to this RFP indicates a desire to contract with the City for the operation of the LFGE Project. Information contained in this RFP, along with the selected Proposer's response, will be distilled into a contract document that will be executed by the selected Proposer and the City. Response to this RFP does not create a contract. The specifications, terms, and conditions set forth in this RFP, and any related award document, shall be included and/or referenced in a contract document and forwarded to the selected Proposer for execution. The City reserves the right to negotiate any and all terms and conditions (including price) with any Proposer at its sole discretion.

SECTION 5: MAJOR CONTRACT PROVISIONS

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

Taxes

The City is exempt from Federal Excise Tax, including the Federal Transportation Tax, and State and Local Sales and Use Tax.

Conflict of Interest

The City reserves the right to preclude offering a contract to a Developer should a real, apparent, or potential conflict of interest exist as determined by the City.

Cancellation

The City and the Developer will mutually establish a project milestone schedule to be placed within the contract. 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:

- Developer fails to adequately construct and operate the Project; or
- Developer fails to make progress in the performance of the construction of the Project and/or gives the City a positive indication that the Developer 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 Developer, the Developer agrees to perform the requirements of the contract up to and including the date of cancellation, as though no cancellation had been made, and notwithstanding other legal remedies which may be available to the City because of the cancellation, agrees to indemnify the City for its cost in procuring the services of a new Developer.

The City shall give the Developer written notice of default. After receipt of such notice, the Developer shall have fourteen (14) days within which to cure such default. In the event the Developer does not cure such default, the City may terminate all or any part of the contract without further consideration by notifying the Developer 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.

Confidentiality

Developer acknowledges that information disclosed to it concerning City or landfill operations during performance of the contract is confidential and/or proprietary and shall not be disclosed to third parties without prior written consent of the City. Developer shall establish and maintain procedures and controls for the purpose of assuring that no information in its records or obtained from the City 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

Developer agrees to utilize only experienced, responsible, and capable people in the performance of the work. The City may require that the Developer 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.

Alabama Immigration Law Compliance.

Developer will represent and warrant that it does not knowingly employ, hire for employment, or continue to employ an "unauthorized alien", as defined by the *Beason-Hammon Alabama Taxpayer and Citizen Protection Act*, Code of Alabama (1975) §31-13-1 et seq., as amended from time to time (the "Act") and that, during the performance of the contract, Developer shall participate in the E-Verify program as required under the terms of the Act. Developer agrees to comply with all applicable provisions of the Act.

Boycotting Activities.

By signing the contract, the Developer will represent and agree that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State

of Alabama can enjoy open trade.

Offset for Overdue Fees, Taxes, Etc.

Pursuant to Executive Order of the Mayor of Birmingham No. 76-09 (effective as of August 21, 2009), the Developer will acknowledge and agree that the City has the right to deduct from the total amount of consideration to be paid, if any, to Developer under the contract all unpaid, delinquent, or overdue license fees, taxes, fines, penalties and other amounts due the City from Developer.

Non-discrimination.

During the performance of the contract, Developer agrees as follows:

- a. Developer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, gender identity, sexual orientation, disability, familial status, or national origin. Developer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, gender identity, sexual orientation, disability, familial status, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. In the event of Developer's noncompliance with the nondiscrimination clauses of the contract, the contract may be canceled, terminated or suspended in whole or in part and Developer may be declared ineligible for further municipal contracts.

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. The initial term of the Contract shall be for twenty (20) years.

Contract Extension

The contract may be extended for up to two (2) additional five (5) year periods as provided above.

Insurance

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

Proposer Representative

Please provide a detailed organizational chart of the Proposer's proposed account team for the City. The account structure should include, but may not be limited to, a representative of Proposer who shall serve as the point of contact with the City.. Provide their name, title, location, telephone number, and email.

Statement of Financial Stability

Proposers must provide a statement in writing, signed by a duly authorized representative, stating the present financial condition of the Proposer, and disclosing information as to Proposer's involvement in any current bankruptcy proceedings. The Statements of Financial Stability must be signed by a representative of the Proposer who has authority to negotiate and contractually bind the consultant/firm.

Statement of Litigation History

Proposers must provide a statement describing any prior or pending litigation or investigation, either civil or criminal, involving a governmental agency or political subdivision thereof or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees, subcontractors, or subconsultants is or has been involved within the last five (5) years. The Statement of Five (5) Year Litigation History must be signed by a representative of the Proposer who has authority to negotiate and contractually bind the consultant/firm.

City Transparency Form

A Transparency in City Government Disclosure and Certification Form must be fully completed by any individual or entity ("Proposer") seeking to enter into a contract or appointment, provide services, obtain funding, or otherwise do business with the City of Birmingham, with the express exclusion of persons or entities exclusively providing grant funding to the City, General Services Administration (GSA) vendors, national cooperatives approved by the Alabama Department of Examiners of Public Accounts, and governmental entities, including City boards and agencies.

W-9 Form

If the selected Proposer is not currently set up as a vendor in the City of Birmingham vendor file, Proposer will be required to submit a completed W-9 tax form prior to any award.

Business License

If awarded the LFGE contract, the Proposer must provide the City of Birmingham a copy of its current City of Birmingham business license no later than seven (7) working days from receiving the award. Failure to submit the requested information will result in the notice of intent to award being revoked. A copy of the Proposer's license may be submitted along with the proposal.

Indemnification

The Developer will indemnify and hold harmless the City of Birmingham and its officials, agents, and employees.

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 Protestor'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 Department of Public Works, in consultation with legal counsel, will render a 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 Department of Public Works will render their 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 Council. The authorizing party will then issue a decision and authorize the City to take corrective action, if necessary. In all other cases, the Director Department of Public Works, 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.

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 — City of Birmingham

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 Council 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 will not discriminate against any employee or applicant for employment because of race, color, religion, sex, gender identity, sexual orientation, disability, familial status, or national origin. Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, gender identity, sexual orientation, disability, familial status, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates 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 - CITY OF BIRMINGHAM

Instructions

The City, 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 Mayor or any other City official, member(s) of the City Council, and/or any employee(s) of the City that could be construed as a conflict of interest (e.g., a financial interest), or which would give rise to a conflict of interest if your firm became a recipient of a contract with the City?

YES NO

If "yes," please list the names of the City official, member(s) of the City Council, and/or employee(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 Bod 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 a City official, member of the City Council, and/or an employee of the City, I 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 a City official, member(s) of the City Council, and/or an employee of the City?

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 City official, member(s) of the City Council, and/or current employee of the City?

YES NO

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

Name: _____

Date: _____

Value: _____

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

Name and Title/Position of Signatory Signature

Name of Proposer/Firm Date

Business Address

ATTACHMENT E: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION FORM

Name of Prime Contractor:
Project:
Name of DBE Contractor:
Address:
Type of Work to be Performed:
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:

ATTACHMENT F: DISADVANTAGED BUSINESS ENTERPRISE (DBE) CERTIFICATION

ATTACHMENTS