



# REQUEST FOR QUALIFICATIONS

For On-Call Planning Assistance

## Schedule

RFQ Released:	May 8, 2024
Questions Due:	May 20, 2024 by 5:00 PM (CDT)
Answers to Questions posted:	May 27, 2024 by 5:00 PM (CDT)
Qualification Packages Due:	June 7, 2024 5:00 PM (CDT)
Notification of Short-listing:	June 14, 2024 at 5:00 PM (CDT)
Short List Interviews (if needed):	June 2024
Anticipated Selection:	July 2024

## Questions and answers

Please send an email with questions to Eric Wright at [eric.wright@earpdc.org](mailto:eric.wright@earpdc.org). No phone calls, please.

Questions will be taken until May 20, 2024 at 5:00 pm (CDT).

Answers will be posted by May 27, 2024 and will be posted at the following webpage:

**[www.earpdc.org/planningrfq](http://www.earpdc.org/planningrfq)**

The names of the firms/consultants submitting the questions will remain anonymous when answers are posted.

## Submission

Responses will be received electronically only until: 5:00 pm (CDT), June 7, 2024 . Qualifications Packages should not exceed 10 pages (excluding cover sheet and attachments).

Email an electronic file to: **[eric.wright@earpdc.org](mailto:eric.wright@earpdc.org)**

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# General information

## Purpose of this Request for Qualifications

The East Alabama Regional Planning and Development Commission (EARPDC) is seeking qualifications for on-call planning services from qualified individuals or firms (“Consultants”) to support the EARPDC’s Planning and Development team by augmenting their planning services and assisting with long-range planning related projects.

The EARPDC is one of the 12 regional councils in Alabama and is eligible to provide planning services to any of the 79 municipalities located in the ten-county region of East Alabama (Chambers, Cherokee, Calhoun, Clay, Cleburne, Coosa, Etowah, Randolph, Talladega, and Tallapoosa counties).

The consultants will provide services to the local municipalities under contract with the EARPDC, serving as an extension of EARPDC staff. Work activities may be broad and varied, from supplementing the EARPDC on project tasks to leading the development of an entire project (e.g., Comprehensive Plans for larger cities). Depending on the type of project, the work will require communication with elected officials, planning commissions, technical staff, municipal attorneys, and the public.

## Scope of Services related to this RFQ

The EARPDC invites qualified professional Consultants having expertise in any of the following fields to respond to this Request for Qualifications (RFQ) for On-Call Planning Assistance:

Long-range planning services, such as the development of:

- Comprehensive Plans and Master Plans
- Sub-area or corridor-specific plans (standalone or as components of Comprehensive Plans or Master Plans)
- Housing, such as the development of:
- Housing market analyses
- Housing-specific recommendations for Comprehensive Plans or Master Plans
- Strategies for neighborhood revitalization, to induce the development of affordable housing, etc.
- Public engagement (online and in-person)

Transportation planning and engineering, such as in the following areas:

- Development of transportation-specific components of Comprehensive Plans and Master Plans
- Multi-modal transportation planning
- Traffic and safety analysis for all modes
- Corridor or sub-area studies
- Feasibility studies, such as for developing new roadway alignments and extensions or evaluating the practicality of constructing sidewalks and other non-motorized facilities. Urban design, such as the development of:
- Conceptual drawings
- Site plans (e.g., a proposed town center development)
- 3D renderings

Ordinance updates, such as:

- Conducting code audits and providing recommended revisions
- Drafting of text amendments and updates to modernize existing Zoning Ordinances
- Drafting language for new zoning districts (e.g., mixed-use districts)
- Development of new Zoning Ordinances
- Development of new and updated Sign Ordinance Regulations
- Development of updates to Subdivision Regulations

Municipalities in the EARPDC region vary widely in size, from towns of several thousand or less, to counties of more than one hundred thousand. The EARPDC is interested in qualifying Consultants of various sizes to broaden the range of planning services available to member municipalities and to ensure that on-call services may be tailored to individual community preferences.

As the “prime consultant” seeking to be qualified under this RFQ process, please do not feel the need to pick and highlight sub-consultants at this stage. If you choose, you can highlight sub-consultants in this RFQ submittal, but it is not required now. Qualified “prime consultants” under this RFQ will be able to choose their preferred sub-consultants later to highlight in their respondent packages when various Notice of Needs for projects are issued. The desired selection of sub-consultants can vary depending on the project's needs.

The number of qualified consultants is not yet known. The selection procedure is described on page 8.

There is not a predetermined number of projects per year that will be issued under this On-Call Planning Assistance contract.

Process for being awarded a Master Agreement and subsequent Task Order(s)

Once the selection process for this RFQ is complete, EARPDC may set up master agreements with the qualified Consultants for up to three years (through July 2027), with the option to extend the contract for up to one additional year. Master agreements will not be set up until a qualified consultant has been awarded a project through the Notice of Need process described below.

Note that when master agreements are set up, they will include an approved list of hourly rates, such as a list of annual Certified Labor Rates approved by the Alabama Department of Transportation’s Bureau of Finance and Audits, External Audit Section.

Once the EARPDC has identified a project for which this On-Call Planning Assistance contract is needed, it will issue a Notice of Need requesting proposal packages from the qualified.

Consultants in response to a general scope of work and projected project fee. The proposal packages will be scored, shortlist interviews will be held (as necessary), and a consultant will be awarded with the project. However, the EARPDC reserves the right to assign work directly to any qualified consultant based on unique qualifications and availability.

Once awarded a project, the EARPDC and the Consultant will negotiate a detailed scope of work and man-day/fee proposal, and then a Task Order under the master agreement will be issued. Once assigned a Task Order, the Consultant will perform or cause to be performed those services described in the executed Task Order, under all laws, regulations, applicable codes, and provisions of the Agreement.

The EARPDC makes no guarantee that the selected Consultants, as part of this procurement process, will be assigned work under the On-Call Planning Assistance contract; however, the EARPDC will endeavor to provide equitable opportunities for work

## Section 2: contents for qualifications packages

Respondents are encouraged to submit comprehensive Qualifications Packages. It is the responsibility of all Respondents to examine the entire RFQ and seek clarification of any item or requirement that may not be clear, as well as to check all responses for accuracy before submitting a package.

### General Information

Qualifications Packages should be at most 10 pages (excluding cover page and attachments).

Please submit electronically only by emailing your Qualifications Package in PDF format to Eric Wright at [eric.wright@earpdc.org](mailto:eric.wright@earpdc.org)

Hard copies will not be accepted.

The following items must be submitted with each Qualifications Package. Please include ANY of these items to avoid a Qualifications Package being rejected.

Qualifications Packages received after the deadline will be rejected.

#### **Cover Letter / Letter of Interest (1 page)**

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

Name, address and contact information for the submitting organization.

Description of the proposing firm, such as the size and range of activities of the organization.

Note which of the following six planning fields that the Consultant is asking to be qualified for under the On-Call Planning Assistance contract:

- Long-range planning services
- Housing
- Public engagement
- Transportation planning and engineering
- Urban design
- Ordinance updates

A signature by a representative of the submitting firm who has the authority to negotiate and contractually bind the Consultant. Please include the name, address, telephone number, and email address of that individual.

#### **Personnel Qualifications (3 pages)**

Provide resumes displaying the professional credentials and expertise of the key personnel who are anticipated actually to perform work on the anticipated contract.

This section may include, but is not limited to:

- Job descriptions/roles within the company
- Individual qualifications (education, years of experience, specializations)

- Descriptions of the relevant experience on similar contracts/projects
- Other detailed qualifications (certifications, licensure, specializations)

### **Prior Project Experience and References (6 pages)**

Information must be included that summarizes and documents the Consultant's qualifications and recent experiences with comparable projects that are similar in scope to the planning fields associated with this RFQ.

Project examples should have been performed in the last five (5) years. Please include:

- Project title and location
- Role that the Consultant played on the referenced project – please be clear if your role was the prime Consultant or sub-consultant that worked on the referenced project
- Reference contact names, telephone numbers and email addresses
- Where needed, hyperlinks may be used.

### **Attachments:**

Executed copies of

- Attachment A: Certification of Non-Collusion
- Attachment B: Certification of Contingent Fees
- Attachment C: Certification of Fair Employment Practices
- Attachment D: Conflict of Interest Disclosure
- Attachment E: DBE Certification (if applicable)

The EARPDC recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women-owned/managed or Disadvantaged Business Enterprises (DBE). While there is no requirement for DBE-involvement for this contract, DBE firms are requested to submit evidence of such classification with the Qualifications Package.

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

Qualifications Package Structure
Cover Letter / Letter of Interest 1 page
Personnel Qualifications 3 pages
Prior Project Experience and References 6 pages
Attachment A: Certification of Non-Collusion
Attachment B: Certification of Contingent Fees
Attachment C: Certification of Fair Employment Practices
Attachment D: Conflict of Interest Disclosure
Attachment E: DBE Certification (if applicable)

NOTE: Qualifications Packages should not exceed 10 pages (excluding cover page and attachments).

## Section 3: Submission, Evaluation, and Selection

### Submission

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

Inquiries - Respondents may submit written email inquiries for interpretation of this RFQ to Eric Wright, Planning and Development Director, at [earpdc.org](http://earpdc.org) by May 20 at 5 PM (CDT). Questions made and answered will be summarized in writing for distribution on the EARPDC website [www.earpdc.org/planningrfq](http://www.earpdc.org/planningrfq) **later than May 27, 2024** at 5 PM (CDT). All questions will remain anonymous. Addendums or amendments to this RFQ, if required, shall also be posted to the website.

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

Exceptions - Any desired exceptions to the terms and conditions of this RFQ must be included in the Qualifications Package and must address the specific page and paragraph of the RFQ in which the conflict exists. The statement of desired expectations can be submitted as an extra attachment at the end of the submittal package and will not count toward the 10-page limit. A Proposer's preprinted terms and conditions will not be considered as exceptions.

Opening of the Qualification Packages - Qualifications Packages shall be opened on the date designated on the cover page of this RFQ, unless amended in writing by the EARPDC. The Qualifications Package and other information received in response to this RFQ shall be shown only to EARPDC staff. After the contract award, the successful Qualifications Package and evaluation document shall be open for public inspection.

Late Qualification Packages - Late Qualification Packages will not be considered and the Consultant/Firm shall be so notified.

Withdrawal of Qualification Packages - Submitters may withdraw their Qualifications Package by notifying the EARPDC at any time. They may withdraw their Qualifications Package in person or through an authorized representative. To withdraw a response, a submitter or authorized representative must disclose its identity and provide a signed letter for which a written receipt will be provided. Qualifications Packages, once opened, become the property of the EARPDC and will not be returned to the submitters. Upon opening, responses become "public record" and shall be subject to public disclosure.



## Response Package Evaluation Criteria

Qualification Packages will be reviewed by a selection committee composed of EARPDC staff. Each committee member will evaluate each Qualifications Package against the RFQ selection criteria, as listed below. For each Qualifications 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. See below. The scores from the written Qualifications Packages will be summed based on the evaluation criteria to create a ranked list of Respondents.

Evaluation Criteria	Score	Weight
Personnel Qualifications	1 to 10	4.0
Prior Project Experience	1 to 10	6.0

## Short List Interviews

If short-list interviews are deemed necessary, the selection committee may ask the Respondents to give a presentation on their respective Qualifications Packages. The purpose of this presentation is to provide an in-depth analysis of certain qualifications, experience in performing similar technical services, and an opportunity for the Respondents to clarify or elaborate on their qualifications without restating the Qualifications Package to the selection committee. The shortlist interview is merely to present facts and explanations to the selection committee and not to negotiate any contract terms.

The shortlist interviews will be conducted virtually (via Zoom). The day and time will be notified to the shortlisted Respondents at least 10 business days before the meeting time.

After the short-list interviews, the respondents who will be qualified under this On-Call Planning Assistance contract will receive the highest average rank among the selection committee members.

## Award of the Contract

Notwithstanding any other provision of this RFQ, the EARPDC expressly reserves the right to:

- Waive any immaterial defect or informality.
- Reject any or all Qualifications Packages or portions thereof.
- Reissue a Request for Qualifications
- Modify the number and types of tasks to be collected to meet budgetary limitations.
- Cancel the Solicitation

## Offer and Acceptance Period

A response to this RFQ implies that there is a willingness on the part of the Consultant/Firm to contract with the EARPDC based upon the terms, conditions, tasks and specifications contained herein. Submitted

Qualifications Packages are deemed irrevocable for one hundred eighty (180) days after the date and time the qualifications packages are due.

### Respondent's Rights

All materials submitted in response to this RFQ become the property of the EARPDC.

## Major Contract Provisions

This section indicates the major terms and conditions a prospective proposer should be aware of when developing the Qualifications Package. It is not “all-inclusive” but contains the major provisions that might affect its development.

### Payment

Payment will be made in arrears only after submission of proper invoices to the EARPDC. Billing shall represent work completed prior to the invoice date. The invoice shall identify the description of work performed at the contract rates. Payment of any invoice shall not preclude the EARPDC from making claim for adjustment on any service found not to have been in accordance with the contract. Invoices may not be submitted more frequently than monthly.

### Taxes

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

### Conflict of Interest

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

### Performance Standards

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

### Delivery of Data and Work Projects

Unless specified otherwise, the final embodiment of deliverables (maps, charts, tools, reports, etc.) will be delivered in an electronic format to include editable originals, linked supporting graphics and images, and final portable document format (pdf) files.

### Ownership of Data and Work Products

All deliverables and/or other products of the contract (including but not limited to all procedures, Qualifications Packages, reports, records, summaries, software documentation, original data, GIS data original and derived, and other matters and materials gathered, prepared and/or developed by the Consultant in the performance of this contract) shall be the sole, absolute, and exclusive property of the Regional Planning Commission of Greater Birmingham, free from any claim or retention of rights thereto on the part of the Consultant, its agents, its subcontractors, officers, or employees. No data acquired from or via the EARPDC may be used by the Consultant for any other projects.

## 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 EARPDC:

Consultant/Firm fails to adequately perform the services required in the contract.

Consultant/Firm attempts to impose service or workmanship that is of an unacceptable quality or

Consultant/Firm fails to make progress in the performance of the requirements of the contract, and/or gives the EARPDC a positive indication that the Consultant/Firm will not or cannot perform to the requirements of the contract.

After notice of cancellation, the Consultant/Firm 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 EARPDC because of the cancellation, agrees to indemnify the EARPDC for its cost in procuring the services of a new Consultant/Firm.

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

## Contract Termination

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

## Availability of Funds

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

## Confidentially

The Consultant/Firm 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.

The Consultant/Firm 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 EARPDC reserves the right to review such procedures to ensure acceptability. Persons requesting such information should be referred to the EARPDC. All proprietary information and all copies thereof shall be returned to the EARPDC upon completion of the work for which it was obtained or developed.

### Removal of Contract Employees

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

### Contract Term

The term of any resultant contract shall commence on the date of the notice to proceed, unless terminated, canceled, or extended as otherwise provided herein. Should a contract extension be required, the EARPDC reserves the right to extend the contract for a specific time period beyond the stated expiration date. Contracts will have a specified term aligning with a specific project scope.

### Insurance

Without limiting its liability, the Consultant/Firm shall maintain, during the life of the contract:

- Worker's Compensation Insurance;
- Comprehensive General Liability Insurance;
- Automobile Liability Insurance, and
- Consultant's Professional Liability Insurance.

As part of the contract developed from this RFQ, the Consultant/Firm shall include a standard form "Certificate of Insurance" as evidence of this coverage. The coverage amounts shall be negotiated as part of the contract, but shall generally be sufficient to protect the EARPDC from liability as a result of this study. This coverage may not be canceled, reduced or allowed to lapse without written notice to EARPDC.

## **Section 5: Required Forms and Attachments**

The following forms (attached hereto) must be signed by a duly authorized representative and submitted with the Qualifications Package.

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) Certification (if applicable)

## Attachment A: Certification of Non-Collusion

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

This Qualifications Package was developed and submitted independently and without consultation, communication, collusion, understanding, or agreement with any other Proposer or potential Proposer.

No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract.

This Qualifications Package 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.

(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 EARPDC 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 EARPDC, member of the EARPDC Executive Committee, an officer or employee of any EARPDC member jurisdictions, or officer or employee of any MPO member jurisdictions in connection with the award of any EARPDC contract, the making of any EARPDC grant or loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any EARPDC 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 EARPDC, 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 Qualifications Package. 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 Qualifications Package to be declared non-responsive.

## Questions

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

YES  NO

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

Name: Relationship:

Have you or any member of your firm been an employee of the EARPDC, served as a member of the Executive Committee within the last 24 months?

YES  NO

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

Name: Position: Dates of Service:

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 EARPDC, Executive Committee member that is considering your contract Qualifications Package ?

YES  NO

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

Name: Relationship:

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 EARPDC, Executive Committee member?

YES  NO

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

Name: Relationship:

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

YES  NO

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

Date: Value:

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

\_\_\_\_\_  
Name and Title/Position of Signatory      Signature

\_\_\_\_\_  
Name of Proposer/Firm      Date

\_\_\_\_\_  
Business Address

**Attachment E: Disadvantaged Business Enterprise (DBE)  
Certification (if applicable)**