



**TOP OF ALABAMA REGIONAL COUNCIL OF GOVERNMENTS**

**5075 RESEARCH DRIVE NW  
HUNTSVILLE, AL 35805**

**REQUEST FOR PROPOSALS (RFP)**

**JOINT LAND USE STUDY (JLUS) IMPLEMENTATION  
REDSTONE ARSENAL**

## **RESPONDENT INSTRUCTIONS**

### **INTRODUCTION**

The Top of Alabama Regional Council of Governments (TARCOG) is seeking proposals from firms and individuals for the implementation of key recommendations identified in the Redstone Arsenal Joint Land Use Study (JLUS) between Redstone Arsenal and its surrounding communities. The Redstone Arsenal JLUS process focused on promoting compatible community growth around the installation to preserve military capabilities. A primary goal of Redstone Arsenal's JLUS was to mitigate existing and to prevent future incompatibility issues between base operations and local communities. The JLUS implementation project seeks to work towards enacting key compatible use recommendations identified during the JLUS process.

TARCOG was awarded a grant from the US Department of Defense, Office of Local Defense Community Cooperation (OLDCC) for the implementation of key recommendations identified in the JLUS for the Arsenal. It is imperative that Respondents examine and become familiar with the grant program established by the OLDCC. Funding for the project has been made possible through this grant and is contingent on strict conformance to the guidelines set forth by the U.S. Department of Defense. Respondents shall comply with the Federal Aid Contract Requirements shown at Appendix 2.

### **PROPOSAL DEADLINE/DELIVERY**

**SEALED PROPOSALS** for this RFP "Joint Land Use Study Implementation – Redstone Arsenal" will be received by the Top of Alabama Regional Council of Governments at 5075 Research Drive NW, Huntsville, AL 35805 up until 2:00 PM (CDT) Friday, February 17, 2023. Proposals will be publicly opened immediately following the deadline. It is the sole responsibility of the Respondent to ensure that the Proposal is received on time.

Each Proposal shall be delivered to the Top of Alabama Regional Council of Governments at 5075 Research Drive NW, Huntsville, AL 35805, no later than the proposal deadline. No proposals will be received via facsimile or electronic mail.

### **SOLICITATION DOCUMENTS**

Electronic versions of the solicitation documents are available via the TARCOG website at [www.tarcog.us](http://www.tarcog.us) within the homepage or "News" section.

Solicitation documents, plans, or other materials may also be obtained from TARCOG at 5075 Research Drive NW, Huntsville, AL 35805 or by contacting the JLUS Implementation Project Administrator, at [sara.james@tarcog.us](mailto:sara.james@tarcog.us) or (256) 326-6074.

### **POINT OF CONTACT**

The TARCOG Economic Development & Planning (ED&P) Department will be the only point of contact for this RFP. Under no circumstances may a Respondent contact any TARCOG Board Member or TARCOG employee, other than the Project Administrator, concerning this RFP until after award. Any such contact may result in disqualification.

### **QUESTIONS**

Proposers shall submit all questions, in writing, to the Project Administrator at [sara.james@tarcog.us](mailto:sara.james@tarcog.us). All questions shall be submitted no later than 5:00 pm (CDT) on Friday, February 10, 2023. Any required

responses/clarifications to any questions will be provided on the TARCOG website as an addendum to the RFP no later than 5:00 pm (CDT) on Monday, February 13, 2023.

#### **ADDENDA**

If any addenda are issued after the initial specifications are released, TARCOG will post the addenda on the website at: [www.tarcog.us](http://www.tarcog.us).

It is the responsibility of the respondent prior to submission of any proposal to check the above website or contact the Project Administrator to verify any addenda issued. The receipt of all addenda must be acknowledged on the addenda response sheet (if applicable).

#### **WITHDRAWAL OF PROPOSALS**

Any Respondent may withdraw its Proposal, either personally or by written request, at any time prior to the scheduled time for opening Proposals. No Respondent may withdraw its Proposal for a period of 30 days after the date for opening and all Proposals shall be subject to acceptance by the TARCOG Executive Director and/or Board of Directors during this period.

#### **CANCELLATION**

TARCOG may cancel this RFP, or reject in whole or in part, when it is in the best interests of TARCOG, as determined by the Executive Director and/or Board of Directors. Notice of cancellation shall be posted on the TARCOG website. The notice shall identify the solicitation, and, where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any future procurement of similar items.

#### **BASIS OF AWARD**

The contract will be awarded to the responsive, responsible Respondent who ranks highest in the evaluation process based on the criteria specified in the Request for Proposals Respondent Instructions.

#### **RIGHT TO REJECT**

In accordance with competitive procurement guidelines for federally-funded projects of this nature, TARCOG reserves the right to:

- a. reject any or all Proposals received;
- b. select and award any portion of any or all Proposal items;
- c. waive minor informalities and irregularities in the Respondent's Proposal.

A Proposal may be rejected if it is non-responsive or does not conform to the requirements and instructions in this RFP. A Proposal may be non-responsive by reasons, including, but not limited to, failure to utilize or complete prescribed forms, conditional Proposals, incomplete Proposals, indefinite or ambiguous Proposals, failure to meet deadlines and improper and/or undated signatures. Other conditions which may cause rejection of Proposals include evidence of collusion, obvious lack of experience or expertise to perform the required work, submission of more than one Proposal for the same work from an individual, Respondent or corporation under the same or a different name, failure to perform or meet financial obligations on previous contracts. Proposals may be rejected if not delivered on or before the date and time specified as the due date for submission of the Proposal.

#### **EXECUTION OF AGREEMENT**

The successful Firm shall, within 10 days after receipt of the Notice of Award and the contract forms or documents, sign and deliver to the TARCOG Project Administrator all required contract documents. The awarded Firm shall also deliver the policies of insurance or insurance certificate as required. All insurance

documents shall be approved by the TARCOG Executive Director and/or Board of Directors before the successful Firm may proceed with the work.

### **PAYMENTS**

Payments shall be made in accordance with the Alabama Private Prompt Payment Act, Alabama Code § 8-29-3.

### **LICENSES**

Consultant shall be properly licensed for the appropriate work specified in this Request for Proposals. All Respondents are requested to submit any required license(s) with their qualifications. License(s) must be effective as of the opening date and must be maintained throughout the Contract Period. Failure to be properly licensed as stated above will result in the rejection of the Proposal as nonresponsive.

### **PUBLIC RECORDS**

In accordance with Code of Alabama 1975, § 36-12-40 (Open Records Law), and except as many be provided by other applicable State or Federal Law, all Respondents should be aware that Requests for Proposals and the responses thereto are in the public domain. Respondents must identify specifically any information contained in their response which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

TARCOG is a public agency subject to Title 36, Code of Alabama (1975). The awarded Contractor(s) shall comply with Alabama's Public Records Law. Specifically, the awarded Contractor(s) shall:

- a. Keep and maintain public records required by TARCOG to perform the service;
- b. Upon request from the TARCOG's custodian of public records, provide TARCOG (and project partners) with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Title 36 of the Alabama Code. or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to TARCOG.
- d. Upon completion of the contract, transfer, at no cost to TARCOG, all public records in possession of the Contractor, or keep and maintain public records required by TARCOG to perform the service. If the Contractor transfers all public records to TARCOG upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to TARCOG, upon request from TARCOG's custodian of public records in a format that is compatible with the information technology systems of TARCOG.
- e. The Contractor shall maintain books, records and documents directly pertinent to performance under this Contract in accordance with generally accepted accounting principles consistently applied. TARCOG, the State of Alabama, or their authorized representatives shall have access to

such records for audit purposes during the term of this Contract and for five (5) years following Contract completion.

If the Contractor has questions regarding the application of Title 36, Code of Alabama (1975), to the Contractor's duty to provide public records relating to this contract contact Sara James, Project Administrator, at (256)326-6074, [sara.james@tarcog.us](mailto:sara.james@tarcog.us) or 5075 Research Drive NW, Huntsville, AL 35805.

### **REPRESENTATIONS**

The contract documents contain the provisions required for the project. Information obtained from an officer, agent, or employee of TARCOG, or any other person shall not affect the risks or obligations assumed by the Contractor or relieve the Contractor from fulfilling any of the conditions of the contract.

### **PUBLIC ENTITY CRIMES STATEMENT**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, subcontractor, or consultant under a contract with any public entity. By submission of a proposal in response to this document, the vendor certifies compliance with the above requirements as stated.

### **E-VERIFY**

Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the Contractor during the term of the Contract to perform employment duties within Alabama; and
2. All persons, including subcontractors, assigned by the Contractor to perform work pursuant to the contract with the Department.

By submission of a proposal in response to this document, the contractor certifies compliance with the above requirements.

### **WARRANTY**

All goods and services furnished by respondent, relating to and pursuant to this RFP, will be warranted to meet or exceed the specifications contained herein. In the event of breach, the respondent will take all necessary action, at respondent's expense, to correct such breach in the most expeditious manner possible.

### **SUBCONTRACTORS**

The Contractor will be the prime service provider and shall be responsible for all work performed and contract deliverables. Proposed use of subcontracts should be included in the Proposer's Response. Requests for use of subcontractors received subsequent to the solicitation process are subject to review and approval by TARCOG.

TARCOG reserves the right to request and review information in conjunction with its determination regarding a subcontract request. All subcontractors are subject to the same requirements of this solicitation as the awarded contractor.

### **HOLD HARMLESS AND INDEMNIFICATION**

1. The consultant shall indemnify and hold harmless TARCOG, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the consultant and other persons employed or utilized by the consultant in the performance of the contract.
2. The parties understand and agree that such indemnification by the consultant relating to any matter which is the subject of this Contract shall extend throughout the term of this Contract and any statutes of limitations thereafter.
3. The consultant's obligation shall not be limited by or in any way to any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

### **DUTY TO PAY DEFENSE COSTS AND EXPENSES**

1. The consultant agrees to reimburse and pay on behalf of TARCOG the cost of TARCOG's legal defense, through and including all appeals, and to include all attorneys' fees, costs, and expenses of any kind for any and all 1) claims described in the Hold Harmless and Indemnification paragraph or 2) other claims arising out of the consultant's performance of the Contract and in which TARCOG has prevailed.
2. TARCOG shall choose its legal defense team, experts, and consultants and invoice the consultant accordingly for all fees, costs and expenses upon the conclusion of the claim.
3. Such payment on the behalf of TARCOG shall be in addition to any and all other legal remedies available to TARCOG and shall not be considered to be TARCOG's exclusive remedy.

### **EXAMINATION OF WORK SITES**

All prospective firms may visit the site and become familiar with the existing conditions. No allowance will be made to any prospective firm because of a claimed lack of such examination or knowledge. Responding to the RFP shall be construed as conclusive evidence that the prospective firm has made such examination.

### **CONTRACT PRICE**

Contract price shall include all charges for completing the work and include layout, insurance, taxes, field office and supervision, overhead and profit, travel, materials, bonds, and miscellaneous items.

### **TERMINATION FOR CONVENIENCE**

TARCOG may terminate any awarded contract at any time for any reason by giving at least thirty (30) days' notice in writing to the awarded bidder. If the contract is terminated by TARCOG as provided herein, the awarded bidder will be entitled to receive payment for those services reasonably performed to the date of termination.

### **TERMINATION FOR CAUSE**

If the awarded respondent fails to comply with any of the terms and conditions of the awarded contract, TARCOG may give notice, in writing, to the awarded respondent of any or all deficiencies claimed. The notice will be sufficient for all purposes if it describes the default in general terms. If all defaults are not cured and corrected within a reasonable period as specified in the notice, TARCOG may, with no further notice, declare the awarded contract to be terminated. The awarded respondent will thereafter be entitled to receive payment for those services reasonably performed to the date of termination, less the amount of reasonable damages suffered by TARCOG by reason of the awarded respondent's failure to comply with the awarded contract.

Notwithstanding the above, the awarded respondent is not relieved of liability to TARCOG for damages sustained by TARCOG by virtue of any breach of this Contract by the awarded respondent and TARCOG may withhold any payments to the awarded respondent for the purpose of setoff until such time as the amount of damages due TARCOG from the awarded respondent is determined.

## **PROPOSAL REQUIREMENTS**

Each Firm's proposal shall include sufficient information to enable TARCOG and other core project team members to evaluate the capability of the Firm to provide the desired services. The data shall be significant to the project and discussions of past performances on other projects shall be minimized except as they relate to the proposed work.

All proposals are to be on 8 ½" x 11" paper or if larger documents are required they are to be folded to 8 ½" x 11" size. Proposals should be stapled together or bound with comb binding. Proposals submitted in 3 ring binders may not be accepted. Proposals shall be prepared simply and economically, providing a straightforward, concise delineation of Respondent's capabilities to satisfy the requirement of the RFP. Elaborate binding, colored displays, and promotional material are not desired; however, technical literature may be included as attachments to the proposal.

**Proposers should submit one (1) original clearly labeled "Original", three (3) copies clearly labeled "Copy" and one (1) electronic version of the package.** The electronic version should be submitted in PDF format on a USB flash drive. Electronic versions submitted via e-mail will **not** be accepted. If the proposal contains confidential information, such information shall be in a separate pdf document. Proposals shall be enclosed in a sealed envelope bearing the title of the solicitation, the name of the Respondent and the date for opening. Proposals shall be valid to TARCOG for a period of 30 days after the opening.

Emphasis in each Proposal must be on completeness and clarity of content.

In order to expedite the evaluation of Proposals, it is essential that Respondents follow the format and instructions contained in the RFP.

The following information is the minimum content required for the Proposal and will be used to compare and evaluate the firms: (Please number each section as indicated)

### **1. Table of Contents**

- a. Clearly identify all sections referenced below.
- b. Sections shall be separately tabbed for ease of reference.

### **2. General Information**

- a. Company Name, address, phone, fax, Federal ID#, and website (if applicable)
- b. Contact Person name and e-mail
- c. Date the firm was established under the name given.
- d. Type of ownership or legal structure of the firm. (Corporation, joint venture, partnership)
- e. Incorporation by the Secretary of State and current Alabama Professional License.
- f. Brief history of the firm.
- g. Professional Services provided.

### **3. Personnel – 20 points**

- a. Provide an organizational chart and resumes for all key personnel and their office addresses. This will include management and technical staff.
- b. Give brief resume of personnel to be assigned to the project including, but not limited to the following information:



- i. Name and title
- ii. Job assignment for other projects
- iii. Percentage of time to be assigned full time to this project
- iv. How many years with this firm
- v. How many years with other firms
- vi. Experience
  - (1) Types of projects
  - (2) Size of projects
  - (3) What were the specific project involvements?
- vii. Education
  - (1) Active registration(s) and certification(s)
    - (a) Provide all required licenses and certificates.
  - (2) Other experience and qualifications that are relevant to this project.
- c. Describe how the organizational structure will ensure orderly communication, distribution of information, effective coordination of activities, and accountability.

**4. List of consultants and or subcontractors, if applicable.**

- a. Name any consultants, or subcontractors, which are included as, part of the proposed Construction Engineering and Inspection Team.
  - i. Describe the proposed role of any persons outside your firm and their related experience.
  - ii. List projects on which your firm has worked with the person/firm in the past.
  - iii. Provide all required licenses and certificates.

**5. Project History – 35 points**

- a. List JLUS implementation projects, or projects of a similar nature, completed in the past five (5) years. This shall include, as a minimum, project name, name of Owner’s project manager, phone number, date, nature of work provided, and location of the project
- b. List five land use analysis projects, or projects of a similar nature, completed in the past five (5) years. This shall include, as a minimum, project name, name of Owner’s project leader, phone number, date, nature of work provided, and location of the project

**6. Technical Proposal – 35 points**

- a. **Project Understanding**
  - i. Provide a description of the work that demonstrates a comprehensive understanding of a joint land use study, how this JLUS is unique or similar to other JLUS projects and what major hurdles need to be overcome to make this a successful process.
- b. **Project Approach**
  - i. Provide a summary of the approach used to carry out this study, based on the scope of services outlined but with additional detail on the process to be used to develop the requested deliverables.
- c. **Project Schedule**
  - i. Provide a proposed schedule that includes the anticipated major milestones and their associated phasing.
  - ii. Anticipated Award Date: The schedule should assume a Notice to Proceed date of March 1, 2023.

**7. Price – 10 points**

- a. Total project costs for the complete JLUS implementation effort as delineated in this solicitation. TARCOG estimates the proposed scope of work in the \$250,000 – 300,000 range.
- b. The Respondent submitting the lowest total price will receive the maximum points for the cost element of the evaluation. The other Respondents' scores will be based on a relative percentage of the dollar amount higher than the lowest price.
- c. The Price points will be determined in accordance with the following formula:
  - Lowest Price = A
  - Respondent's Price = B
  - Total Possible Points for Price = C
  - Points Earned by Respondent = D
  - $\frac{A \times C}{B} = D$**

**8. Required Additional Forms**

- a. Proposal Form
- b. Addendum Acknowledgement (if applicable)
- c. Anti-Collusion Clause
- d. Conflict of Interest
- e. Drug Free Workplace
- f. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- g. Certification Regarding Lobbying
- h. Federal Regulations Contract Requirements
- i. Compliance with Contract Work Hours and Safety Standards Act

**ANTICIPATED SCHEDULE**

This schedule may be altered solely at TARCOG's discretion:

RFP Advertisement	Wednesday, February 1, 2023
Questions Due Date	Friday, February 10, 2023 (5:00 p.m. CDT)
Responses Due Date (if applicable)	Monday, February 13, 2023 (5:00 p.m. CDT)
Submittal Due Date and Opening	Friday, February 17, 2023 (2:00 p.m. CDT)
Technical Proposal Evaluations	February 21 – 23, 2023
Board Meeting (approval for award)	Tuesday, February 28, 2023
Contract Execution / Project Start Date	Wednesday, March 1, 2023

## EVALUATION PROCESS AND CRITERIA

Representatives from TARCOG Economic Development & Planning (ED&P) Department will review the submittals for completeness. Those submittals deemed complete and responsive will be forwarded to the Evaluation Committee.

### Evaluation Committee

- A. Evaluation Committee may consist of 3 or 5 members of the project team to include TARCOG and its JLUS partners (City of Huntsville, Redstone Arsenal, among others). Initial scoring and final ranking may be determined by separate Evaluation Committees, if needed.
- B. TARCOG Executive Director or designee shall determine the Evaluation Committee(s) that will best serve the needs of TARCOG.
- C. Membership of all Evaluation Committees shall be approved by the TARCOG Executive Director or designee.
- D. Contact with the Evaluation Committee. Members of the Evaluation Committee are prohibited from discussing a project with any professional or professional firm that may submit a proposal during the procurement process, except in formal committee meetings.
- E. Evaluation of Proposals. Only written responses of statements of qualifications, performance data, and other data received by the publicized submission time and date shall be evaluated.
- F. The initial ranking of proposals is based upon the points given in the scoring sheet utilizing the evaluation criteria in the RFP.
- G. Shortlisting. The best-qualified respondents shall be based upon the Evaluation Committee's ability to differentiate qualifications applicable to the scope and nature of the services to be performed as indicated by the ratings on the scoring sheet. Typically, the top three rated firms, if there are at least three responsive respondents, will be considered as the shortlisted firms, unless TARCOG Executive Director, after input and discussion with the Evaluation Committee, approves adding additional firms to the shortlist.
- H. Presentations/Interviews. The Evaluation Committee may choose to conduct formal presentations/interviews with shortlisted firms prior to final ranking.
- I. Final Ranking. The Evaluation Committee or the TARCOG Board of Directors, as appropriate, shall use the ordinal process to rank the firms. The respondents shall be listed in order of preference. The list of best-qualified persons shall be approved by TARCOG Executive Director or Board, as appropriate, prior to beginning contract negotiations.

TARCOG shall negotiate a contract with the top ranked firm for services at compensation which TARCOG determines is fair, competitive, and reasonable as further described in the Scope of Services.

The provisions of the Request for Proposals and the receipt of submittals from respondents shall not create any legal or other obligation between TARCOG and respondents (except as expressly set out in this RFP).

TARCOG will make the selections primarily on the basis of the response to this RFP and any further information received from respondents if interviewed. Although information additional to that requested in this RFP may be provided by respondents, any consideration of this information shall be at the discretion of TARCOG. TARCOG shall award this project to the respondent considered by TARCOG to offer the best overall response with a resulting negotiated agreement that is most advantageous and in the best interest of TARCOG.

## **INSURANCE REQUIREMENTS**

### **1. LOSS CONTROL/SAFETY**

- a. Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees, and property. The Contractor shall be expected to comply with all laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.
- b. TARCOG may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that such stoppage will not shift responsibility for any damages from the Contractor to TARCOG.

### **2. DRUG FREE WORK PLACE REQUIREMENTS**

- a. All contracts with individuals or organizations that wish to do business with TARCOG, a stipulation will be made in the contract or purchase order that requires contractors, subcontractors, vendors or consultants to have a substance abuse policy. The employees of such contractors, subcontractors, vendors or consultants will be subject to the same rules of conduct and tests as the employees of TARCOG. In the event of an employee of a supplier of goods or services is found to have violated the Substance Abuse Policy, that employee will be denied access to TARCOG's premises and job sites. In addition, if the violation(s) is/are considered flagrant, or TARCOG is not satisfied with the actions of the contractor, subcontractor, vendor, or consultant, TARCOG can exercise its right to bar all of the contractor's, subcontractor's, vendor's, or consultant's employees from its premises or decline to do business with the contractor, subcontractor, vendor or consultant in the future. All expenses and penalties incurred by a contractor, subcontractor, vendor or consultant as a result of a violation of TARCOG's Substance Abuse Policy shall be borne by the contractor, subcontractor, vendor, or consultant.

### **3. INSURANCE – BASIC COVERAGES REQUIRED**

- a. The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by TARCOG, on policies and with insurers acceptable to TARCOG. These insurance requirements shall not limit the liability of the Contractor. TARCOG does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities but are merely minimums.
- b. Except for workers' compensation and professional liability, the Contractor's insurance policies shall be endorsed to name TARCOG as an additional insured to the extent of TARCOG's interests arising from this agreement, contract, or lease.
- c. Except for workers' compensation, the Contractor waives its right of recovery against TARCOG, to the extent permitted by its insurance policies.
- d. The Contractor's deductibles/self-insured retentions shall be disclosed to TARCOG and may be disapproved by TARCOG. They shall be reduced or eliminated at the option of TARCOG. The Contractor is responsible for the amount of any deductible or self-insured retention.

- e. Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of TARCOG shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of TARCOG, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

#### **4. WORKERS' COMPENSATION COVERAGE**

- a. The Contractor shall purchase and maintain workers' compensation insurance for all workers' compensation obligations imposed by state law and employer's liability limits of at least **\$500,000 each accident and \$500,000 each employee/\$500,000 policy limit for disease**. The Contractor shall also purchase any other coverages required by law for the benefit of employees. The Contractor shall provide to TARCOG an Affidavit stating that they meet all the requirements of Code of Alabama (1975) Section 25-5-77.

#### **5. GENERAL, AUTOMOBILE AND EXCESS OR UMBRELLA LIABILITY COVERAGE**

- a. The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial or Comprehensive General Liability and Business Auto policies of the Insurance Services Office. **Minimum limits of \$1,000,000 per occurrence** for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers' compensation Coverage section) and the amount of coverage required.

#### **6. GENERAL LIABILITY COVERAGE**

- a. Commercial General Liability - Occurrence Form Required
- b. Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement contract or lease, and broad form property damage, and property damage resulting from explosion, collapse or underground (x,c,u) exposures. Coverage B shall include personal injury. Coverage C, medical payments, is not required.

#### **7. PRODUCTS/COMPLETED OPERATIONS**

- a. The Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond TARCOG's acceptance of renovation or construction projects.

#### **8. BUSINESS AUTO LIABILITY COVERAGE**

- a. Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

#### **9. EXCESS OR UMBRELLA LIABILITY COVERAGE**

- a. Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages.

#### **10. CERTIFICATES OF INSURANCE**

- a. Required insurance shall be documented in Certificates of Insurance which provide that TARCOG shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change. The Certificate Holder will be addressed as the Top of Alabama Regional Council of Governments, 5075 Research Drive NW, Huntsville, AL 35805. All certificates, cancellation, nonrenewal or adverse change notices should be mailed to this address. Each Certificate will address the service being rendered to TARCOG by the Contractor. **TARCOG shall be named as an Additional Insured, Primary and Non-Contributory for both General Liability and Business Auto Liability with Waiver of subrogation included with respects to both General Liability and Business Auto.**
- b. New Certificates of Insurance are to be provided to TARCOG at least 15 days after coverage renewals.
- c. If requested by TARCOG, the Contractor shall furnish complete copies of insurance policies, forms and endorsements.
- d. For the Commercial General Liability coverage the Contractor shall, at the option of TARCOG, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of the liability coverage.

**11. RECEIPT OF INSUFFICIENT CERTIFICATES**

- a. Receipt of certificates or other documentation of insurance or policies or copies of policies by TARCOG, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

## **APPENDIX 1 SCOPE OF WORK**

### **Project Abstract:**

The Redstone Arsenal JLUS implementation project will address several of the more critical and complicated strategies which have a direct bearing on the safety and wellbeing of the neighborhoods near the installation and that sustain current and future military operations. Those implementation actions include, but are not limited to: developing 3-D models and height hazard maps to guide development decisions around Redstone Army Airfield's current and future APZs; updating local maps, amending zoning ordinances, and updating building code requirements to consider noise, safety, and potential vertical obstruction areas surrounding the Arsenal; and developing and implementing better coordination, communication, and public outreach tools to more effectively share information on the potential impacts of military operations on the public. TARCOG will also convene a statewide JLUS forum with other military installation communities to share best practices and identify common themes and priorities that should be addressed at the state level. It is the intent of the proposed project to continue the collaborative effort and joint planning between Redstone Arsenal, local jurisdictions, and relevant agencies to protect the long-term viability of existing and future military missions while enhancing the health of our local economies and industries and protecting the public's health, safety, and welfare.

### **Results or Benefits Expected:**

The Redstone Arsenal JLUS process was initiated to strengthen the working relationships among the Arsenal and local/regional stakeholders to work as a team to prevent and/or reduce encroachment issues associated with current and future missions and local growth. The goal of the Redstone Arsenal JLUS was to protect the viability of current and future military operations, while simultaneously guiding community growth, sustaining the environmental and economic health of the region, and protecting the public health, safety, and welfare of the communities around Redstone Arsenal.

The proposed JLUS implementation project builds upon the groundwork laid by the JLUS process, further strengthens existing partnerships, and establishes formal communication and coordination processes as Redstone's operations continue to expand. The Redstone Arsenal JLUS implementation project also seeks to formalize the identified military compatibility areas (MCAs) around the Arsenal in all local and regional planning, land use, and development decision-making. The implementation of the recommendations of the core compatibility issues related to safety, noise, vertical obstruction, communication/coordination and other areas will result in the following outcomes:

- Reasonable land use controls to assist public leaders in protecting the safety and welfare of the public;
- Data/mapping tool and resource development to guide development decision-making in identified MCAs;
- Suite of public outreach resources related to military compatibility issues and priorities;
- Significantly enhanced communication and collaboration between the installations and the communities;
- Broader coordination throughout the state on key issues and priorities for communities with military installations;
- Thriving urban communities surrounding Redstone Arsenal for the present and foreseeable future;
- Sustainment and/or enhancement of Redstone Arsenal military operations.



## **Scope of Work/Work Program**

In accordance with the compatibility recommendations included in the Redstone Arsenal JLUS implementation plan, the following high priority tasks are proposed:

### Task/Description

The following breakdown of tasks describes the work that will be undertaken and completed during this project. The final outcomes of this effort will be a JLUS Implementation Committee in place to continue coordinating and monitoring the work to implement recommendations of the Redstone Arsenal JLUS; new public information systems to notify the public of military training missions and other relevant Arsenal information; an electronic GIS mapping tool that is functioning within the local planning departments for guidance on height and potential vertical obstructions; better informed local planning officials regarding the application of new land use regulations to preserve compatible uses in proximity to military operations; and, new land use regulations, ordinances, and improved local planning processes to guide development with areas critical to military operations on Redstone Arsenal.

### Task 1. Regional JLUS Implementation Coordination and Management

#### *A. Regional JLUS Implementation Committee Organization and Management (TARCOG)*

The Implementation Committee will establish a schedule to meet once the members have become acquainted with the scope of work and expected outcomes. The committee members may decide to expand and include additional members and will establish rules of order. The committee will have oversight of the progress being made to implement the recommendations of the Redstone Arsenal JLUS.

TARCOG will be responsible for the organization and management of the Implementation Committee and associated sub-committees. TARCOG will provide copies of the agenda and will take minutes of all meetings.

The Contractor will prepare the agenda and materials for distribution, and will report to the committee on progress, milestones, and accomplishments. The Contractor should expect to be present for all Implementation Committee meetings.

#### *Task 1.A. Deliverables:*

- Formalized Committee/Sub-Committee Structure and Roster
- Committee Presentation Materials and Meeting Minutes

#### *B. Contractor Procurement (TARCOG)*

The Implementation Committee will develop the technical requirements to incorporate into the Contractor's scope of work. TARCOG will prepare all procurement documents and manage the selection process of Contractor(s) for the technical work, including the advertisement. The Implementation Committee will participate in the development of the proposal packet, and the review, ranking, interviews, and final recommendation of the Contractor(s). The TARCOG Board of Directors is responsible for the final selection and the execution of contracts with the technical Contractor(s).

#### *Task 1.B. Deliverables:*

- RFP Documents
- Contractor Scope of Work/Contract

C. *Grant Administration and Project Management (TARCOG)*

TARCOG will be responsible for administration of the JLUS implementation grant and for the submission of the required reports through the OEA/EADS online system. Additionally, TARCOG will keep the local jurisdictions informed on the progress of the project and will make presentations to various stakeholders and interested organizations. The local media will also be kept apprised of the JLUS initiatives under development and being carried out. Interviews will be conducted to make certain the public is informed on progress and opportunities to participate.

*Task 1.C. Deliverables:*

- Required Progress/Monitoring Reports and Financial Reports
- Update/Progress Presentations from Meetings with Local and State Jurisdictions

Task 2: Regional GIS Mapping and Data

A. *Regional GIS Mapping and Database Sub-Committee Organization and Management*

The Regional GIS Mapping and Database Sub-Committee will establish a schedule to meet once the members have become acquainted with the scope of work and expected outcomes. This Sub-Committee will be composed of individuals with experience/expertise in GIS and mapping and have knowledge of planning applications. TARCOG will contact subject matter experts within local and regional governments and universities to request participation in the Sub-Committee. The Sub-Committee will have oversight of the GIS mapping database and the user interface that the technical Contractor will develop, install, and conduct training. The Sub-Committee will monitor the quality control milestones to determine if the Contractor has met the quality and performance standards of the contract. The Sub-Committee will provide input and guidance on the Contractor request for proposal and selection regarding the GIS mapping component of the proposed contract. TARCOG will be responsible for the organization and management of the Sub-Committee and will perform the various quality check routines.

Once the technical contract is executed, the Contractor will prepare materials for distribution and report to the Sub-Committee on progress, milestones, and accomplishments. The Contractor will be expected to attend all Sub-Committee Meetings.

*Task 2.A. Deliverables:*

- Height Hazard 3D Model and Map Technical Specifications
- User Interface, Search, Query, and Output Technical Requirements
- Sub-Committee Presentation Materials

B. *Three-Dimensional Imaginary Surfaces GIS Model and Interface of Redstone Arsenal*

The Contractor will be responsible for the development of a 3-dimensional model depicting allowable heights for the FAA and Existing Military Operation Surfaces (EMOS) requirements of Redstone Arsenal. This model will assist in efforts to eliminate vertical obstructions (trees, buildings, towers, structures) within the imaginary surface areas of Redstone Arsenal. At a minimum, the 3-D model will be designed as follows:

1. The GIS model will illustrate imaginary surface areas consistent with airfield criteria defined within Restricted Airspace Areas R-2104 A, B, and C and potentially R-2104 A/D and C/E designations.
2. The GIS model will illustrate the Existing Military Operations Surface (EMOS), which is an imaginary surface area that is unique to Redstone Arsenal and its military training operations.

3. The GIS model will have a user interface that will utilize existing parcel and address information to determine if proposed structure development within the Redstone Arsenal Imaginary surfaces are at risk in breaching the height requirements established by the EMOS and FAA regulations.
4. The user interface will allow for queries, searches, and have printing capabilities.
5. The GIS model will be utilized to guide municipal policy regarding zoning to prevent airspace obstructions to military flight operations.
6. The model will be maintained and sustained by TARCOG planning staff based upon guidance provided by the developer/consultant.

*Task 2.B. Deliverable:*

- 3-Dimensional Imaginary Surfaces GIS Model and Interface of Redstone Arsenal

*C. Height Hazard Map of Redstone Arsenal*

The cities of Huntsville and Madison and Madison County will need, in addition to the digital 3-D model, a hard copy map of the airfield criteria around Redstone Arsenal. Existing municipal-level mapping does not consider the Redstone Army Airfield criteria. The planning departments will need the map to readily explain to elected officials, developers, and the public the height restrictions around Redstone Arsenal. At a minimum, the map will be designed as follows:

1. The map will illustrate the imaginary surface areas consistent with airfield criteria defined within Restricted Airspace Areas R-2104 A, B, and C and potentially R-2104 A/D and C/E designations.
2. The map will also illustrate the Existing Military Operations Surface (EMOS), which is an imaginary surface area that is unique to Redstone Arsenal and its military training operations.
3. The map, along with the GIS model, will be utilized by the cities of Huntsville and Madison and Madison County to guide policy regarding zoning to prevent airspace obstructions to military flight operations.
4. The height hazard map will represent the approximate highest height of a structure before it is deemed an obstruction to airspace navigation.
5. The map/data will be maintained by TARCOG planning staff and incorporated into local municipality mapping programs.

*Task 2.C. Deliverable:*

- Reproducible Height Hazard Map of Redstone Arsenal

*D. Memorandum of Understanding on Mapping and Data*

The Contractor and TARCOG will develop a memorandum of understanding (MOU) that will contain stipulations on the repository, access, updating, sharing, and maintenance for the model and its data. The MOU will be presented to the Mapping and Data Sub-Committee for input and then to the Implementation Committee for recommendation. If approved, the MOU will be presented to the cities of Huntsville and Madison and Madison County and TARCOG for execution. When executed, the MOU will specify the responsibilities of all stakeholders in the use and maintenance of the model and associated interface.

*Task 2.D. Deliverable:*

- Memorandum of Understanding on JLUS Implementation Mapping and Data
- Sustainability Plan for Use/Maintenance of Mapping Tools and Data

*E. Training on the GIS Model and Interface*

The Contractor will provide in-person training sessions on the operation and use of the model and will create a training manual for future end users. TARCOG planning staff will also be trained by the consultant on how to maintain the 3-D model/interface to protect the sustainability of the tool for future use.

*Task 2.E. Deliverable:*

- Training Presentations to TARCOG and to local stakeholders
- Training Manuals: 1) [external] how to use the 3-D GIS Model and Interface and 2) [internal] how to maintain/update 3-D GIS Model and Interface

Task 3. Regional Regulatory Development

*A. Regional Regulatory Planning and Development Sub-Committee Organization and Management*

The Regulatory Planning and Development Sub-Committee will establish a schedule to meet once the members have become acquainted with the scope of work and expected outcomes. The members will be those individuals from the participating jurisdictions with experience/expertise in land use regulations and planning. The committee members may decide to expand to include additional members and will establish rules of order. The Sub-Committee will have oversight of the various regulatory tools and language that the technical Contractor will develop for adoption by the local governing authorities. The Sub-Committee will provide input and guidance on the Contractor request for proposal and on the selection regarding the regulatory component of the proposed contract.

An important function of this task is to provide the education and instruction necessary to local planners, planning commissioners, and elected officials on the effective use of land use regulations and other growth management tools as related to sustaining a viable military presence within the community. Forums will be held which will focus specifically on the recommendations of the Redstone Arsenal JLUS, with the outcome to be a broader consensus of agreement and prioritization on development of the tools. It is expected that the final adoption and application of new regulations will be more easily accomplished by the governing authorities if they fully understand their purpose and intent.

Members of the Sub-Committee and other stakeholders will participate in the regulatory forums and in the training on the use of the mapping model. TARCOG will be responsible for the organization and management of the Sub-Committee, preparing notices, meeting agendas, and taking minutes.

Once the technical contract is executed, the Contractor will prepare materials for distribution and report to the Sub-Committee on progress, milestones, and accomplishments. The Contractor will be expected to attend all Sub-Committee Meetings.

*Task 3.A. Deliverables:*

- Formalized Sub-Committee Structure and Roster
- Committee Presentation Materials and Meeting Minutes

*B. Land Use Regulatory Forums/Training*

The Contractor will have the expertise and knowledge of land use and planning to facilitate discussions on regulatory controls that support compatible community development and land use

within proximity of the military installations and training operations. The Contractor will prepare and conduct two regulatory forums:

1. Regulatory forum on issues and potential resolutions for regulatory controls to determine priorities for MOUs, permits, and ordinances.
2. Regulatory forum on proposed controls to manage land use decisions in military overlay zones and the application of new regulations for planners and public officials.

*Task 3.B. Deliverables:*

- Presentation materials for two forums and associated training events
- Documentation of outcomes from forums and associated training events

Task 4. Regional Community Outreach: Public Awareness Procedures and Protocols

The Redstone Arsenal JLUS emphasized a need for improved communication with the public on military activities that can be disruptive to the public's daily routine or their welfare. The method of communication requires thoughtful planning and execution, to determine the most reliable, cost-effective system. The stakeholders involved in the delivery of information must be assigned the task, which may require a written agreement. Funding from other sources than the JLUS implementation project may be necessary if equipment purchases are necessary

The Contractor will review the recommendations of the Redstone Arsenal JLUS and research the most cost-effective approach to the areas of concern. If an Outreach Sub-Committee is needed, TARCOG will assist in organizing and managing the sub-committee meetings. The proposed solutions will be presented to the Implementation Committee for acceptance before developing the final product.

*A. Information Regarding Safety and Noise Zones for Properties in Proximity to Redstone Arsenal*

The Contractor will research Alabama law regarding property disclosure to advise the Implementation Committee what type of notification is allowable and most feasible. The Contractor will develop an appropriate disclosure form and the delivery system to make certain the information is disseminated. Costs for capital improvements is not included in this proposal.

*Task 4.A. Deliverables:*

- Public Information System
- Materials for Public Distribution or Publication.
- Property Disclosure Form
- Delivery System

Task 5. Memorandum of Understanding (MOU) and Permitting Development

*A. Memorandum of Understanding and Permitting*

The Redstone Arsenal JLUS recommended using existing processes, if possible, to control specific infringements or potential threats to the military operations. In all cases, language, terms, and conditions, need to be made specific. The manner of execution needs to be articulated. The Contractor will work with participating cities, towns, and counties to develop a permitting process or a memorandum of understanding to address potential threats to existing military operations, as follows:

1. Fence line protection for Redstone Arsenal
2. Frequency interference impacting Redstone Arsenal, Redstone Army Airfield, and associated communities.

3. Laser shows, fireworks, and other related displays affecting Redstone Arsenal
4. Other threats identified, and agreed upon, by the JLUS Implementation Committee.

*Task 5.A. Deliverables:*

- For each condition/threat, a specific MOU and/or Permit Form

Task 6. Military Overlay District (MOD) Development/Refinement

*A. Military Overlay District for Redstone Arsenal*

The Contractor will review the Redstone Arsenal JLUS for background information on which jurisdictions have an existing overlay district and zoning that safeguards the public and protects the mission of the military. The Contractor will modify existing, or develop new, geographic limits for the overlay district and propose language to strengthen or create regulatory controls within the districts TARCOG will provide GIS data on the areas of concern, as available.

*Task 6.A. Deliverables:*

- New and/or revised military overlay district boundaries, descriptions, purpose and intent with language suitable for adoption by local governing authorities within their comprehensive plan as part of their land development ordinance.
- GIS database of all military overlay district and boundaries.

*B. Zoning, Incentive Programs, and Land Use Controls to Promote Compatible Community Development within each MOD*

The success of the overlay districts in managing growth and land use will depend on the ordinances that apply to the property that lays within the district and the willingness of the governing jurisdiction to enforce the regulation. The regulatory forums will have given the planning commissioners and elected officials and understanding of the purpose and intent of the MOD and the related control mechanisms, such as zoning and incentives for compatible development

The Contractor will develop, revise, and strengthen the guidelines and develop or amend ordinances as necessary within each of the MOD and work with the Regulatory Planning and Development Sub-Committee on an incentive-based program that will offer development opportunities for residential and commercial growth that is compatible with ongoing military operations.

*Task 6.B. Deliverables:*

- Zoning and Development Guidelines pertaining to the MOD
- Zoning Ordinances
- Incentive-based Programs

Task 7. Assessment of Properties for Mitigation Measures

- A. The Contractor will identify the properties within the MCAs defined in the Redstone Arsenal JLUS and the Accident Potential Zone (APZ) 1 as well as those properties that are the most vulnerable to noise. The Contractor will assess the need for mitigation and prepare a cost proposal for mitigation measures that minimize or eliminate the compatibility issue, including structural improvements or an aggregate value for an area recommended for relocation. Costs for capital improvements will be detailed in order to submit applications for funding by other sources.

*Task 7.A. Deliverables:*

- Proposed Mitigation Plan for Redstone Arsenal, Redstone Army Airfield Accident Potential Zones (APZs)
- Proposed Mitigation Plan for Redstone Arsenal Noise Zones

Task 8. Statewide JLUS Forum for Sustaining the Military in Urban Communities (TARCOG)

A. *Statewide JLUS Forum*

TARCOG will contact relevant state representatives and the Governor's Office to request a statewide forum with communities that have undertaken JLUS implementation efforts in Alabama. Conducting a statewide forum would enable an opportunity to exchange information, ideas, and, importantly to inform the state legislature of the particular compatible development needs of the Arsenal, its tenants, and associated organizations. TARCOG will support the development of the statewide forum, working with JLUS communities in the state and developing an agenda for the event.

*Task 8.A. Deliverables:*

- Presentation on Redstone Arsenal JLUS implementation effort
- Written proceedings of the forum and a Communications Plan for the AL JLUS communities to maintain the engagement and dialogue began at the forum.

**Approach and Timeline:**

The project as proposed will create a regional Implementation Committee with the capacity to manage carrying out the priority recommendations of the Redstone Arsenal JLUS. TARCOG is a regional planning commission which has been providing regional and local planning and technical assistance to the five-county, 47-municipality Northeast Alabama region since 1968. The TARCOG Board of Directors is composed of representatives appointed by the member governments including local elected officials that participated in the Redstone Arsenal JLUS. On April 28, 2020, the TARCOG Board unanimously approved the submission of a grant application to undertake the Redstone Arsenal JLUS Implementation project. The project, as proposed, is considered to be within the scope of TARCOG authority as a regional commission that convenes and partners with all affected jurisdictions. TARCOG has also received written support from the Cities of Huntsville and Madison; the Town of Triana; and Madison, Marshall, and Morgan counties to undertake this effort on behalf of the local governments. If awarded, resolutions from all participating jurisdictions will be requested to formalize the implementation project partnership.

TARCOG has learned by participating in the Redstone Arsenal JLUS, and managing many other federally funded regional projects, the importance of having local leadership that is committed to the project and the process. TARCOG stands ready to remind the local governments of the purpose and their role in the successful outcome of the JLUS. TARCOG has been in this role and will remain the local and regional champion of the Redstone Arsenal JLUS implementation.

The project will take 18 months to complete.

- Months 1-3:
  - Grant administration and project management procedures established
  - Implementation Committee and sub-committees established and convenes to discuss technical requirements for request for proposal (RFP) process.
  - Develop and release RFP

- Complete the selection process and execute contract for technical coordinator
- Months 4-5:
  - Kick-off meetings with Policy Committee, Implementation Committee and relevant JLUS implementation stakeholders
  - Review and refine mapping specifications and establish quality controls
  - Mapping is initiated
  - Initiate development process for creating the military overlay districts (MOD), land use regulations, permits and MOUs under consideration
- Months 6-8:
  - Mapping underway with quality control milestones
  - Regulatory Forum #1
  - Implementation Committee and sub-committee meetings
  - Outreach measures discussed and drafted for Implementation Committee approval
  - Implementation Committee meeting on milestones and approval of recommendations for MOD, regulations, permits and MOUs for development
- Months 9-11:
  - Mapping and GIS final quality control
  - Mapping and GIS training with committee members and relevant stakeholders
  - Outreach procedures and protocols in final production
- Months 12-14:
  - Draft regulatory tools, MOD, permits, and MOUs presented to Policy and Implementation Committees
  - Communication with relevant state officials, Governor's office, military installation/JLUS communities on participating in a statewide JLUS forum
  - Continued support on user interface with the digital height map
- Months 15-17:
  - Finalize and present regulatory tools to Implementation Committee
  - Regulatory Forum #2 on the use of the regulatory tools and mapping
  - Outreach notifications and information systems functional (revise as needed)
  - Preparation and outreach for Statewide JLUS forum
- Month 18:
  - Statewide forum with presentation on accomplishments of the Redstone Arsenal JLUS implementation project
  - Regulatory tools submitted to jurisdictions for adoption
  - Outreach and notification information systems finalized and operational



## **APPENDIX 2**

### **REQUIRED FORMS**

1. Proposal Form
2. Addendum Acknowledgement
3. Anti-Collusion Clause
4. Conflict of Interest Disclosure
5. Drug Free Workplace Certification
6. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
7. Certification Regarding Lobbying
8. Federal Regulations Contract Requirements
9. Compliance with Contract Work Hours and Safety Standards Act

**FORM 1**  
**PROPOSAL FORM: REDSTONE ARSENAL JLUS IMPLEMENTATION PROJECT (TARCOG)**

This proposal of \_\_\_\_\_, ("Firm") organized and existing under the laws of the State of \_\_\_\_\_ doing business as \_\_\_\_\_ (Insert "a corporation", "a partnership" or "an individual" as applicable), is hereby submitted to the Top of Alabama Regional Council of Governments ("TARCOG").

In compliance with the Request for Proposals, this Firm proposes to perform all work as detailed in this solicitation.

By this Proposal, this Firm certifies, and in the case of a joint proposal, each party certifies as to its own organization, that this proposal has been arrived at independently, without consultation, communication or agreement as to any matter relating to this solicitation with any other competitor.

Task Name	Cost
<b>Task 1: Project Coordination/Management</b>	\$
<b>Task 2: GIS Mapping/Data</b>	\$
<b>Task 3: Regulatory Development</b>	\$
<b>Task 4: Community Outreach</b>	\$
<b>Task 5: MOU/Permitting Development</b>	\$
<b>Task 6: MOD Development/Refinement</b>	\$
<b>Task 7: Property Assessment for Potential Mitigation Measures</b>	\$
<b>Task 8: Statewide JLUS Forum</b>	\$
<b>Total Contract Price</b>	<b>\$</b>

Respondent agrees to perform all the work described in the Contract Documents for the following  
**Contract Price:** (\$ \_\_\_\_\_)

Submitted By: \_\_\_\_\_  
 Name of Firm/Contractor Submitting This Proposal

Prepared By: \_\_\_\_\_  
 Name of Individual Who Prepared This Proposal

Contact Email: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

\_\_\_\_\_  
 Signature of Authorized Representative of Firm/Contractor \_\_\_\_\_  
 Date

SEAL: *(If bid is by Corporation)*

**FORM 2  
ADDENDUM ACKNOWLEDGEMENT**

I acknowledge receipt of the following addenda:

ADDENDUM NO. _____	DATED _____
ADDENDUM NO. _____	DATED _____
ADDENDUM NO. _____	DATED _____
ADDENDUM NO. _____	DATED _____
ADDENDUM NO. _____	DATED _____

Name of Firm: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**It is the responsibility of the firm to ensure that they have received addendums if issued.**

**Call (256) 326-6074 or email [sara.james@tarcog.us](mailto:sara.james@tarcog.us) prior to submitting proposal to ensure that you have received addendums.**

**FORM 3**  
**ANTI-COLLUSION CLAUSE**

Firm certifies that their response is made without prior understanding, agreement or connection with any Corporation, Firm or person submitting a response for the same services and is in all respects fair and without collusion or fraud.

Name of Firm: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**FORM 4**  
**CONFLICT OF INTEREST DISCLOSURE FORM**

For purposes of determining any possible conflict of interest, all firms, must disclose if any TARCOG Board Member(s), employee(s), elected officials(s), of if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their firm.

Indicate either "yes" (a TARCOG employee, elected official, or agency is also associated with your firm), or "no". If yes, give person(s) name(s) and position(s) with your firm.

YES \_\_\_\_\_

NO \_\_\_\_\_

**NAME(S)**

**POSITION(S)**

---

---

---

---

---

---

---

---

Name of Firm: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**FORM 5  
DRUG FREE WORKPLACE**

To have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under Proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Proposal, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify the following:

(Check one and sign in the space provided.)

\_\_\_\_\_ This firm complies fully with the above requirements.

\_\_\_\_\_ This firm does not have a drug free work place program at this time.

Name of Firm: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

**FORM 6**  
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

**Contractor Covered Transactions**

- (1) The prospective contractor of the Recipient, \_\_\_\_\_, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.
  
- (2) Where the Recipient's contractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

CONTRACTOR:

\_\_\_\_\_

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Recipient's Name

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Division Contract Number

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Project Number

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Date

**FORM 7**  
**44 C.F.R. PART 18**  
**CERTIFICATION REGARDING LOBBYING**  
**Certification for Contracts, Grants, Loans, and Cooperative Agreements**  
**(To be submitted with each bid or offer exceeding \$100,000)**

The undersigned certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date



**FORM 8**  
**FEDERAL REGULATIONS CONTRACT REQUIREMENTS**  
**2 C.F.R §200.317-326**

**CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS**

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

**EQUAL OPPORTUNITY CLAUSES**

Compliance with Regulations: The contractor shall comply with the Acts and the Regulations relative to Nondiscrimination in federally-assisted programs, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

During the performance of any awarded “federally assisted contracts” the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor 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, sexual orientation, gender identity, 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers’ representative of the contractor’s commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) the contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however,* that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### **COMPLIANCE WITH DAVIS-BACON ACT**

- (1) Contractor. The contractor shall comply with 40 U.S.C. § 3141 – 3144 and 3146 - 3148, as supplemented by Department of Labor regulations 29 C.F.R. pt. 5 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

#### **COMPLIANCE WITH COPELAND "ANTI-KICKBACK" ACT**

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

**FORM 9**  
**COMPLIANCE WITH CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**  
**40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5)**

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. TARCOG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

**RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

**CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT**

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

**ENERGY CONSERVATION**

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

### **SUSPENSION AND DEBARMENT**

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by TARCOG. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Alabama Division of Emergency Management and TARCOG, the Federal Government may pursue available remedies, including but not limited to suspension and/ or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### **BYRD ANTI-LOBBYING AMENDMENT 31 U.S.C. § 1352 (as amended)**

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

### **PROCUREMENT OF RECOVERED MATERIALS**

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>