

# ASSOCIATION OF COUNTY COMMISSIONS OF ALABAMA



## Request for Proposals Number 2023-02 Data and Planning Services

Released October 5, 2023

November 8, 2023

## Section I Introduction

### 1.1 REQUEST FOR PROPOSAL (RFP)

The Association of County Commissions of Alabama (“ACCA”) is requesting proposals from qualified firms and individuals to provide data management and planning services for a Local Recovery Plan for a Community Development Block Grant – Disaster Recovery (“CDBG-DR grant”). You are invited to provide a proposal in response to this RFP. All proposals should follow the requirements as provided in Section IV.

### 1.2 PROJECT DESCRIPTIONS

The ACCA has received a subaward from the Alabama Department of Economic and Community Affairs (“ADECA”) to develop and administer a Local Recovery Plan (“LRP”) program utilizing funds from a CDBG-DR grant for a consortium consisting of seven counties that were impacted by Hurricanes Sally and Zeta. Specifically, the ACCA requests a qualified contractor(s) to work in coordination with and under the direction of the Project Director, to provide data collection, analysis, and planning services to support the project, including activities necessary to ensure the administration of CDBG-DR funds awarded pursuant to the SRA (“CDBG-DR funds”) consistent with the requirements of Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (“Uniform Guidance”), cited as 2 C.F.R. Part 200, and in accordance with the requirements of the Local Recovery Planning Program Guidelines.

As part and parcel of this project, the contractor will be required to obtain local, public input to support the LRP. The ACCA has not yet identified staff or a contractor to act as the provider for the Public Engagement Services (“PES”) for the project. At the ACCA’s discretion, and included in the scope of this RFP as an optional service for the ACCA, Proposer may be engaged to also provide public communication efforts and serve as the Project’s PES contractor. The ACCA reserves the right not to award this optional service as part of this RFP and may engage another vendor, through a separate RFP or otherwise, to perform these services.

Additional information on the projects that are currently planned can be found on ADECA’s website under CDBG-DR Action plans. This can be found at: <https://adeca.alabama.gov/cdbg-disaster-recovery>.

### 1.3 PROPOSED PROJECT SCHEDULE

The following is an estimated proposed schedule:

RFP for Services Released	October 5, 2023
Deadline for Questions	October 19, 2023, 1:00 p.m. CT
ACCA’s Response to Questions	October 23, 2023, 1:00 pm CT
Proposals Due	November 8, 2023, 2:00 pm CT

All dates set forth above and elsewhere in this RFP are tentative and subject to change at any time by the ACCA in the ACCA's sole discretion. The ACCA reserves the right to delete or modify any part of the above Proposed Schedule.

#### 1.4 STATEMENT AS TO FUNDING

The ACCA will utilize funds from the CDBG-DR to support all or part of these projects. As such, the selected vendor must also comply with the terms and conditions of the ACCA's subrecipient agreement with ADECA ("SRA") and Uniform Guidance. For more information, please see Assistance Listing Numbers 14.218 and 14.228.

#### 1.5 COMMUNICATIONS

From the time that this RFP is published until such time as the ACCA has entered into a contract with a successful vendor, all informal communications between the ACCA and the Proposer shall cease. Only formal questions and clarifications pursuant to Section 1.6 will be permitted. Inappropriate communications related to this RFP between the Proposer or any agent of the Proposer and the ACCA, or any elected official, employee, or agent of the ACCA, will result in disqualification from the process.

#### 1.6 QUESTIONS AND CLARIFICATIONS

Questions and clarifications shall be directed to the ACCA's sole point of contact, Ernie Baggett, Director of External Projects, at [ebaggett@alabamacounties.org](mailto:ebaggett@alabamacounties.org). The subject matter should read: "Questions for the CDBG-DR PLANNING SERVICES RFP."

Questions must be received by 1:00 pm Central Time (CT), on October 19, 2023. If appropriate, the ACCA will post answers to questions on its website, [www.alabamacounties.org](http://www.alabamacounties.org). All questions must be submitted in, and responded to, in writing to be relied upon by the Proposer.

## SECTION II

### PROPOSAL CONDITIONS AND LEGAL REQUIREMENTS

#### 2.1 PURPOSE OF THE RFP.

This RFP process is for the benefit of the ACCA only and is to provide the ACCA with competitive information to assist in the selection process. All decisions on compliance, evaluation, term, and conditions will be made solely at the discretion of the ACCA and made to favor the ACCA. The ACCA reserves the right to extend the term of any agreement to allow for additional projects.

#### 2.2 PROPOSAL AND CONTRACT INTERPRETATION

No interpretation of any provision of the RFP or the resulting contract, including applicable specifications, is binding on the ACCA unless furnished or agreed to in writing by the ACCA.

#### 2.3 RESERVATIONS

The ACCA reserves the following rights:

- a) To amend or modify this RFP;
- b) To reject or accept any and all proposals;
- c) To reject individual proposals for a failure to meet any requirement;
- d) To waive defects or irregularities in any proposal;
- e) To request additional information from Proposers to qualify or disqualify Proposers;
- f) To disqualify a Proposer for providing false statements or materials; and
- g) to cancel this RFP at any time.

#### 2.4 REASONABLE INVESTIGATION

The ACCA may make such reasonable investigations as deemed proper and necessary to determine the ability of Proposer to perform the services, and Proposer shall furnish to the ACCA all such information and data for this purpose as may be requested. The ACCA further reserves the right to reject any proposal if the evidence submitted by, or investigations of, the Proposer fails to satisfy the ACCA that Proposer is properly qualified to carry out the obligations of the resulting contract and to provide the services contemplated in this RFP.

#### 2.5 CLARIFICATIONS

The ACCA may seek clarification of the proposal from a Proposer at any time. Failure of the Proposer to respond is cause for rejection. Clarification is not an opportunity to change the proposal.

#### 2.6 PROPOSER'S REPRESENTATION

The Proposer, by submission of a response to this RFP, represents that it has read and understands the RFP and has familiarized itself with all federal, state, and local laws, ordinances, rules, and regulations that may affect the cost, progress, or performance of the work. The failure or omission of any Proposer to receive or examine any form, instrument, addendum, or other documents, or to

acquaint itself with conditions existing at the site, shall in no way relieve Proposer from any obligations with respect to its proposal or to the resulting contract.

## 2.7 FIRM PROPOSAL

All Proposals will remain firm and unaltered for ninety (90) days after the proposal due date shown or until the contract is fully executed with any vendor, whichever is earlier. An exception to the criterion will be if the Proposer is engaged in contract negotiations; then that Proposer will be allowed to make proposal modification(s) only in accordance with a request by the ACCA.

## 2.8 SUBMISSION DOES NOT CONFER A RIGHT ON PROPOSER

The submission of a proposal confers on Proposer no right of selection or to a subsequent contract.

## 2.9 COST OF RESPONDING

All costs incurred by the Proposer in preparation and delivery of responses to this RFP, including presentations to the ACCA and/or participation in an interview, shall be borne solely by the Proposer regardless of whether or not the Proposer is selected for negotiations. Any costs associated with this procurement will be the responsibility of the Proposer. The ACCA, in no way, shall be liable for any of these costs. At no time will the ACCA provide reimbursement for submission of a response.

## 2.9 OPEN RECORDS

Without regard to any designation made by the person or entity making a submission, the ACCA considers all information submitted in response to this invitation or request may be subject to public disclosure without consulting or contacting the person or entity making the submission, unless a court order is presented with the submission. You may wish to consult an attorney or obtain legal advice prior to making a submission.

## 2.10 ELIGIBLE CONTRACTOR

The Proposer, by submission of a response to this RFP, represents that it has not been suspended or debarred from receiving federal funds consistent with 2 C.F.R. § 200.214 or state funds consistent with Code of Alabama § 41-4-162.

## 2.11 ORAL PRESENTATIONS

The ACCA may, at its sole option, elect to require oral presentation(s) by Proposers being considered for award. This will provide an opportunity for the ACCA to ask questions and Proposers to clarify or elaborate on their proposals. This is to be considered a fact-finding and explanation session only. The ACCA will schedule the time and location of these presentations, if required.

## 2.12 INSURANCE

- a) The Proposer shall procure and maintain pursuant to the terms of the resulting contract the following types of insurance coverages:

- 1) Workers' Compensation coverage shall be provided in accordance with the statutory coverage required in Alabama. Additionally, Proposer must provide Employer's Liability Insurance with a policy limit of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.
  - 2) Comprehensive General Liability Insurance with policy limits of not less than \$2,000,000 for each occurrence and \$5,000,000 in the aggregate.
  - 3) Commercial Business Automobile Liability Insurance with policy limits of not less than \$1,000,000 (owned and rented) combined single limit and \$3,000,000 aggregate for bodily injury and property damage.
  - 4) Professional Liability (Errors & Omissions) Insurance with policy limits of not less than \$1,000,000 per claim and \$3,000,000 in the aggregate.
- b) With the exception of Workers' Compensation coverage, the ACCA shall be listed as an additional insured on each policy. Prior to execution of the resulting contract, the successful Proposer shall provide a Certificate of Insurance listing ACCA, its partners, agents, and assigns, as the named certificate holder, which shall further specify that such insurance is not subject to cancellation without prior written notice to ACCA of at least thirty (30) days.
  - c) Subject to express written approval from ACCA, Proposer may meet the required limits in this section through an excess or umbrella liability coverage.
  - d) The ACCA reserves the right to require other types of insurance coverage.

#### 2.13 INDEMNIFICATION

Proposer shall indemnify, defend, and hold ACCA and its officers, employees, and agents harmless from and against liabilities, damages, losses, and judgments, relating to the resulting contract including, but not limited to, reasonable attorneys' fees and expenses recoverable under applicable law.

#### 2.14 CONFLICT OF INTEREST

Proposer covenants that it has disclosed to the ACCA, and agrees it is under a continuing obligation to disclose, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or that may conflict in any manner with Proposer's obligations under the resulting contract. Proposer shall establish a conflict of interest policy prohibiting any employees, agents, consultants, and officers receiving any CDBG-DR funds from obtaining a financial interest or benefit from the activity, or have an interest or benefit from the activity; or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure with the Proposer or for one year thereafter.

#### 2.15 ANTICOMPETITIVE PRACTICES PROHIBITED

Anticompetitive practices amongst firms, the ACCA, or affiliated persons will not be tolerated. Any person who offers or pays any money or valuables to any person to induce him/her not to submit a proposal on the RFP and any person who accepts money or other valuables for not submitting a

proposal on the RFP, or who withholds a proposal in consideration of the promise for the payment of money or other valuables, shall be disqualified.

## 2.16 PARTNERSHIPS AND SUBCONTRACTS

In order to meet the scope and requirements of this RFP, including any optional requirements, Proposer may engage a partner or subcontractor to perform all or part of the services required herein, provided that any partner or subcontractor be clearly identified in the response to the RFP and meets or exceeds the qualifications required in this RFP.

## 2.17 MINIMUM LEGAL REQUIREMENTS

Proposers selected for work by the ACCA must be compliant with federal and state statutes, regulations, and executive orders. At a minimum, all activities must comply with the SRA, Public Law 117-43 (the Appropriations Act); 87 FR 6364 dated February 3, 2022, and 87 FR 31636, dated My 24, 2022, and any subsequent federal register notices; 24 C.F.R. 570 (Community Development Block Grant); the State of Alabama Action Plan for Disaster Recovery; and any applicable cross-cutting laws and regulations. For the avoidance of doubt, terms and conditions applicable to this award include, but are not limited to, the following:

1. The following requirements, as now in effect and as these requirements may be amended from time to time, must be incorporated into the resulting contract: requirements of the Appropriations Act, and requirements of title I of the Housing and Community Development Act of 1974 (HCDA or HCD Act) (42 U.S.C. 5301 et seq.) and implementing regulations at 24 C.F.R. part 570, as modified by waivers, alternative requirements, and other requirements published in the Allocation Announcement Notice and other applicable Federal Register notices.
2. Proposer must comply with the applicable requirements at 2 C.F.R. Part 200, as may be amended from time to time, to the extent that Part 200 is incorporated into and made applicable by 24 C.F.R. Part 570, subpart I, or applicable Federal Register notices that govern this grant. Recent amendments to 2 C.F.R. Part 200 were effective on August 13, 2020, November 12, 2020, and February 22, 2021. Where any previous or future amendments to 2 C.F.R. Part 200 replace or renumber sections of Part 200 that are cited specifically in applicable Federal Register notices, the Agreement (as may be amended), or program regulations, activities carried out under the grant after the effective date of the Part 200 amendments will be governed by the Part 200 requirements as replaced or renumbered by the Part 200 amendments. The Grantee must comply with other requirements established by the Office of Management and Budget (OMB), as amended, regarding the System for Award Management (SAM.gov) and the Federal Funding Accountability and Transparency Act as provided in 2 C.F.R. Part 25 and 2 C.F.R. Part 170.
3. Activities undertaken with funds obligated by the resulting contract shall be governed by the specific conditions imposed by ADECA or by HUD.
4. The Proposer shall maintain the resulting agreement, including any amendments, in its files.
5. Grant requirements enforceable under the terms of 24 C.F.R. Part 570, subpart O or I include

the Grantee's duties and responsibilities under such Data Sharing Agreements and Computer Matching Agreements may be applicable to the resulting contract.

**SECTION III**  
**SCOPE OF WORK AND PROPOSAL CONTENT**

The scope of work includes data collection and planning services for all activities related to the CDBG-DR, and any additional CDBG-DR allocations provided to the ACCA, in order to facilitate the development of the consortium's LRP, consistent with Uniform Guidance, the SRA, and in accordance with the requirements of the Local Recovery Planning Program Guidelines.

**3.1 SCOPE OF WORK**

- 3.1.1 Data Collection. Proposer will be responsible for developing and implementing of a comprehensive plan for the collection and analysis of data necessary to facilitate the development of the consortium's LRP. Tasks will include, but not be limited to:
  - 3.1.1.1 Identifying areas within the geographical boundaries of the consortium, regardless of jurisdictional boundaries, with remaining unmet needs and vulnerable populations;
  - 3.1.1.2 Obtaining and analyzing any and all available data to conduct a local unmet needs assessment within the consortium's geographical boundaries;
  - 3.1.1.3 Identifying unmet needs for populations in these areas to include unmet housing and critical infrastructure needs; and
  - 3.1.1.4 Utilizing GIS mapping tools to notate, display, and analyze the various data collected during the LRP development process.
- 3.1.2 Public Input. Proposer shall at all times coordinate with the ACCA's designated PES personnel or contractor. In addition to the optional services that may be included in the scope of the resulting contract as set forth in Section 3.1.5 below, the following services shall be provided by the Proposer in order to facilitate and obtain necessary public input:
  - 3.1.2.1 Developing a system to receive, document, and analyze data received from public forum events in coordination with the Project's PES. This includes a chronological cataloging of the data for use by ACCA and ADECA during the LRP development process and after approval of the LRP.
  - 3.1.2.2 Coordinating with the project's PES designee or contractor to ensure data collected is consistent with public input received during the LRP development process.
  - 3.1.2.3 Coordinating with the Project's PES in the production of needed visual aids for the project to facilitate in person meetings with the stakeholders and digital media to provide information to and promote the engagement of the stakeholders.
  - 3.1.2.4 Attending public forum activities and analyzing the data collected to validate whether or not it is reflective of the unmet needs within the consortium's geographical boundaries.
- 3.1.3 Plan Development. Based upon the data collected by the Proposer through research and public input, the Proposer shall assist the ACCA and the consortium in developing the LRP. This includes, but is not limited to, the following:
  - 3.1.3.1 Assisting in the identification and development of potential strategies, consistent with CDBG-DR rules and regulations, for addressing identified unmet needs.
  - 3.1.3.2 Assisting the ACCA in the evaluation of proposed projects to determine their eligibility under the CDBG-DR rules and regulations.
  - 3.1.3.3 Making recommendations for the prioritization of strategies or projects for inclusion in the consortium's LRP, based on factors to be considered by ADECA in awarding grants during the competition phase of the CDBG-DR grant program.

- 3.1.3.4 Providing technical assistance in the development and drafting of the consortium's LRP.
- 3.1.4 Administrative Support. Administrative support for the ACCA Project Director will be required, including but not limited to:
  - 3.1.4.1 Providing ongoing support to the Project Director in responding to media and other public inquiries by providing relevant data and other information.
  - 3.1.4.2 Submitting all methods for the collection, displaying, analysis, and retention of data to the Project Director for approval prior to implementation. Contractor shall be responsible for setup costs (if any) and for ensuring that selected methods are designed to securely protect all data collected and consistently updated to accurately reflect the various stages of the LRP development.
  - 3.1.4.3 All data and public input shall be organized in a manner that is accurate, complete, and orderly, as well as retained in accordance to meet recordkeeping and reporting requirements found at 24 CFR 570.506 and 2 CFR 200.334 as modified by 24 CFR 570.502(a)(7)(ii).
- 3.1.5 PES Services. In the ACCA's sole discretion and option, and included in the scope of this RFP, ACCA reserves the right to engage Proposer to perform PES services. This is in addition to the services that are required by this RFP pursuant to Section 3.1.2 above. The ACCA further reserves the right not to award this optional service as part of this RFP and may engage another vendor, through a separate RFP or otherwise, to perform these services.
  - 3.1.5.1 Contractor, in coordination with and under the direction of the Project Director, will provide communications and public engagement services necessary for the development and implementation of a comprehensive community outreach, engagement, and stakeholder consultation plan that includes representation of municipalities, nonprofit organizations, public housing authorities, low and moderate income households, vulnerable populations, and historically disadvantaged populations for the purpose of identifying specific recovery and mitigation strategies and eligible projects for potential inclusion in the consortium's LRP (collectively referred to as "PES Services"), which includes all activities necessary to ensure the administration of CDBG-DR funds consistent with the SRA and Uniform Guidance. These services include, but are not limited to, the following:
    - 3.1.5.1.1 Developing and implementing strategies to identify and reach target groups through direct, mass media, and digital communications.
    - 3.1.5.1.2 Scheduling, coordinating, organizing, and logistical support for the conducting of public meetings, hearings, and forums:
      - 3.1.5.1.2.1 For the presentation and discussion of eligible project areas; and
      - 3.1.5.1.2.2 For presentation and explanation of eligible recovery and mitigation strategies; and
      - 3.1.5.1.2.3 For input related to eligible recovery and mitigation strategies contemplated to be included in the LRP; and
      - 3.1.5.1.2.4 The presentation and opportunity for public comment on the consortium's proposed LRP;
      - 3.1.5.1.2.5 These services include production of needed visual aids for the project in coordination with the Project's Data and Planning Services Contractor (DPS), providing Audio/ Visual equipment to facilitate multiple meetings per day in the project area, and providing staffing to facilitate in person

meetings with the stakeholders to support the Project Director and ACCA staff.

- 3.1.5.1.3 Creating and compiling digital records of all meetings and related public input, to include recordings of the meetings, minutes from the subject meetings, and a chronological cataloging of the subject records for use by the ACCA and ADECA during the LRP development process and after approval of the LRP.
- 3.1.5.1.4 Developing a system to receive, document and, promptly respond to public input received outside of public forum events to include citizen/stakeholder complaints, concerns, and comments. This includes a chronological cataloging of the input for use by ACCA and ADECA during the LRP development process and after approval of the LRP. Contractor shall coordinate the collected information with the Project's DPS Contractor.
- 3.1.5.1.5 Developing and administering a system for the submission of projects for potential inclusion in the consortium's LRP.
- 3.1.5.1.6 Developing and implementing ongoing public outreach to ensure transparency and accountability regarding the project.
- 3.1.5.1.7 Providing ongoing support to the Project Director in crafting and distributing responses to media and other public inquiries.
- 3.1.5.1.8 Coordinating with the project's Data and Planning Services contractor to ensure its access to all data collected.
- 3.1.5.1.9 All methods for the collection, communication, and retention of input shall be submitted to the Project Director for approval prior to implementation. Contractor shall be responsible for setup costs (if any) and for ensuring that selected methods are designed and implemented to securely protect information provided, are continuously monitored to ensure responsiveness, and are consistently updated to accurately reflect the various stages of the LRP development.

### 3.2 QUALIFICATIONS

Proposer must show, to the satisfaction of the ACCA, that it has the necessary facilities, ability, staff, and financial resources to perform the services herein in a satisfactory manner. Evaluation of the qualifications of a Proposer may include, but are not limited to:

- a) The ability, capacity, skill, financial and other necessary resources to perform the work or provide the service required;
- b) The ability to perform the work or provide the service promptly, without delay or interference;
- c) The character, integrity, reputation, judgment, experience, and efficiency of the Proposer, and;
- d) The quality of performance of previous contracts or services.

### 3.3 PROPOSAL CONTENTS

In order to help review each submission, the Proposal must be organized into two separate packages: a Technical Package and a separately sealed Cost Proposal.

- a) The Technical Package must include the following information:
  - 1) Title Page, which must include Proposer's contact information: company name, Unique Entity ID issued from SAM.gov, primary/authorized point of contact, mailing address, phone number,

and e-mail address. Note: the e-mail address may be used for formal communications by the ACCA.

- 2) Letter of Introduction including, at a minimum:
  - a. Number of years of service providing similar services and products;
  - b. Brief overview of the Proposer's history, including general background, experience in providing similar services and products, knowledge of CDBG-DR funding requirements, and working with relevant agencies;
  - c. An introduction of any partners or major subcontractors that will perform any work hereunder;
  - d. A certification that Proposer and any partner or subcontractor is eligible to receive federal funding and has not otherwise been debarred or suspended from doing so;
  - e. A certification that the Proposer and any partner or subcontractor has read, understands, and agrees to the terms and conditions of this RFP; and
  - f. A certification that the Proposer and any partner or subcontractor has read, understands, and will comply with any and all applicable federal and state laws, regulations, and guidelines.
- 3) Explanation as to the Proposer's qualifications, knowledge, and expertise including:
  - a. Key Personnel. List of personnel to be assigned to the project, including organizational structure, and each person's area of responsibility. Resumes for each professional to be assigned to this project are also required.
  - b. References. At least three references for projects similar in scope, including a statement as to the type of services performed, time period of service, point of contact, and relevant contact information.
  - c. Lost Clients. A list of all clients lost within the last three (3) years. This list should include a contact person, title, phone number, an e-mail address for each lost client; the length of service; type of services rendered; and reason for loss. If Proposer has not lost any clients in the last three (3) years, state, "Proposer has not lost any clients."
  - d. Conflict of Interest. Provide a statement as to any conflict, or perceived conflict, the Proposer and any key employees, partners, or major subcontractors may have regarding this statement of work. If no potential conflict of interest exists, state, "Proposer has not potential conflict of interest."
  - e. Resource Management. Provide an explanation as to the relative prioritization this project, if awarded, would receive in comparison to other ongoing or anticipated projects for other clients.
- 4) Proposed contract, including any relevant legal requirements required by state and federal law or regulations. A soft copy (Word format) of this contract should be included in electronic format.
- 5) Executed copy of Proposer's Byrd-Anti Lobbying Form, as well as a similar certification from any partner, subcontractor, or consultant expected to receive \$100,000 or more from any resulting contract.
- 6) Provide a plan of operation as to how the Proposer expects to achieve the objectives in Section 3.1 of this RFP.
  - a. In responding to this Section, Proposer should specifically address each subsection.
  - b. Where relevant, examples should be included.

The ACCA reserves the right to contact references and clients listed in the statement of qualifications as part of its evaluation.

- b) In a separate, sealed envelope, provide a proposed firm, fixed fee for all services included in Sections 3.1.1 – 3.1.4. of this RFP and a separate firm, fixed fee for all optional services included in Section 3.1.5 of this RFP. These firm, fixed fees will be utilized for the purposes of evaluating the proposals. Failure to provide a cost proposal in this format may result in disqualification of the proposal.
- c) In addition, Proposer may also provide an alternative fee structure (for example, billing rates, hourly rates, and reimbursable expenses) for consideration during contract negotiations; however, only the firm, fixed fee for services will be utilized in evaluating proposals.

### 3.4 CERTIFICATION

All proposals must include the following certification, signed by an authorized representative of the Proposer and any partners and notarized:

I/we agree to furnish the services as set forth in this proposal and guarantee that the services to be provided will meet or exceed all specifications, terms, conditions, and requirements herein. The undersigned offers and agrees to comply with all terms, conditions, and certifications as stated in this RFP and furnish the services at the prices provided with this signed proposal, or as mutually agreed upon after subsequent negotiation.

\_\_\_\_\_ Authorized Signature (ink)

\_\_\_\_\_ Authorized Name (typed)

\_\_\_\_\_ Title of Authorized Person

Sworn to and subscribed before me and given under my hand and official seal this the \_\_\_\_\_ day of \_\_\_\_\_.

NOTARY PUBLIC My Commission Expires: \_\_\_\_\_

**SECTION IV  
PROPOSAL SUBMISSION, EVALUATION, AND CONTRACT PROCESS**

**4.1 SUBMISSION REQUIREMENTS**

- a) **Proposals must be received no later than 2:00 pm CT on November 8, 2023.** All proposals received after the appointed date and hour for receipt, whether by mail or otherwise, will be returned unopened. Proposers have the sole responsibility for assuring that proposals are received by the designated date and time.
- b) The RFP shall be in writing labeled "RFP 2023-02: DATA AND PLANNING SERVICES" and directed to:

Association of County Commissions of Alabama  
Ernie Baggett, Director of External Projects  
2 N. Jackson Street, suite 701  
Montgomery, Alabama 36104

- 1) Proposer is responsible for ensuring that the outside package is appropriately labeled. Packages that are prematurely opened because they were not properly labeled will not be considered.
- 2) Faxed or oral proposals will not be accepted.

**4.2 FORMAT REQUIREMENTS**

- a) Submittals should include one (1) original and one (1) electronic PDF copy. It is the Proposer's responsibility to ensure the electronic PDF copy is an exact, searchable copy of the original. ACCA reserves the right to rely upon the electronic copy for evaluation purposes.
- b) The Proposal should be in two (2) separate packages: a technical proposal and a cost proposal, as defined in Section 3.3. Failure to provide the cost proposal in a separately sealed package may result in disqualification. If possible, the technical package should be bound in a single volume.
- c) In order to be considered for selection, Proposer shall submit a complete response to this RFP. Proposals should be as thorough and detailed as possible so the ACCA may properly evaluate Proposer's capabilities to provide the required services. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
- d) All proposals should be organized in the order in which the requirements are listed in Section 3.3 of this RFP and must include page numbers. Proposals that are not organized in this manner risk elimination from consideration or a lower score in the evaluation of the proposal if the evaluators are unable to find where the RFP requirements are specifically addressed.

**4.3 REQUEST TO MODIFY OR WITHDRAW PROPOSAL**

Proposer may make a written request to modify or withdraw the proposal at any time prior to November

8, 2023. No oral modifications will be allowed. Such requests must be addressed and labeled in the same manner as the original response to the RFP and plainly marked "Modification to, or Withdrawal of, Proposal". Only written requests received by the ACCA prior to November 8, 2023, will be accepted.

#### 4.4 EVALUATION CRITERIA

a) The ACCA will evaluate all proposals using the criteria outlined in the table below.

Criteria	RFP Reference	Percentage
Title Page	3.3.a.1	3%
Introduction Letter	3.3.a.2	7%
Qualifications	3.3.a.3	30%
Proposed Contract	3.3.a.4	3%
Anti-Lobbying Form	3.3.a.5	2%
Plan of Operation - Base Scope	3.3.a.6	25%
Plan of Operation - Optional Scope	3.3.a.6	5%
Cost Proposal	3.3.b	25%

- b) Notwithstanding the foregoing, the ACCA reserves the right to make the selection on the basis of best value or quality alone, or to accept or reject any or all proposals if it is determined to be in the best interest of the ACCA.
- c) Proposals found to be technically or substantially non-responsive at any point in the evaluation process may be rejected and not considered further.
- d) Following a determination that the technical proposal demonstrates that the firm is qualified to perform the work, the cost proposal will be opened. If the ACCA determines that the firm is not qualified to perform the project based upon the criteria above, the cost proposal will be returned unopened.

#### 4.5 ORAL INTERVIEWS

The ACCA may, at its sole option, elect to require oral presentation(s) by Proposers being considered for award. This provides an opportunity for the ACCA to ask questions and Proposers to clarify or elaborate on their proposals. This is a fact-finding and explanation session only and does not include negotiation. Should the ACCA elect to allow presentations, the ACCA reserves the right to amend the above scoring percentage to accommodate for the presentation.

#### 4.6 FINAL SELECTION

All proposals will be evaluated by ACCA staff based upon the criteria outlined in Section 4.4, to determine the Proposer whose submission conforms to this RFP and is the most advantageous to the ACCA. ACCA staff will make a recommendation to the ACCA Board, who will make the final selection. Proposers will be notified in writing.

#### 4.7 PUBLIC RECORDS

Only the final results of the evaluation will be available for review. Any work papers, individual evaluator or consultant comments, notes, or scores will be considered confidential. Further, to protect the integrity of the process, any confidential or trade secret information of Proposers, and the ability of the ACCA to successfully negotiate a contract in the best interest of the ACCA, no proposal or evaluation information will be made available until following the execution of the resulting contract.

#### 4.8 NOTICE OF AWARD

Upon selection by the Board, the ACCA will notify Proposers in writing of its intent to negotiate a contract.

#### 4.9 CONTRACT NEGOTIATION

The Proposer designated by the Commission will enter into contract negotiations. If an agreement cannot be reached to the satisfaction of the ACCA within thirty (30) days of notification of intent to negotiate, the ACCA may reject the proposal or revoke the selection and begin negotiations with the next qualified proposer.

#### 4.10 CONTRACT EXECUTION

Following a successful negotiation, the contract will become effective upon the passage of a resolution by the ACCA approving the contract.