

Date Issued: October 9, 2018

Request for Proposal No.: 19-002

The City of Decatur will accept sealed Request for Proposals (RFP) for the following:

Description: Part-Time Professional Consulting Services for the Historic Preservation Commission

**Sealed and marked RFPs must be received before: October 30, 2018 at 2:00pm**

Return sealed RFP to:

Regular Mail

City of Decatur  
Purchasing Department  
P.O. Box 488  
Decatur, AL 35602

Courier

City of Decatur  
Purchasing Department  
Third Floor  
402 Lee St., NE  
Decatur, AL 35601

I/We agree to furnish at the prices shown and guarantee that each item offered will meet or exceed all specifications, terms and conditions, and requirements listed. I herein affirm I have not been in any agreement or collusion among respondents in restraint of freedom of competition by agreement to respond at a fixed price or to refrain from responding or otherwise. I have read and understand all terms and conditions of this RFP.

\_\_\_\_\_  
Company Name

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

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Typed/Printed Authorized Name

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Contractors License No. (if required)

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email

# PRICE SHEET

Opening Date: October 30, 2018

RFP No.: 19-002

Opening Time: 2:00pm

- A bid bond IS NOT required for this RFP.
- Evidence of insurance is not required for this RFP.
- Delivery can be made \_\_\_\_\_ days or \_\_\_\_\_ weeks after receipt of order.
- Prices valid for acceptance within \_\_\_\_\_ days (not to be less than 30 days)
- RFP responses **SHALL** include (1) original version with original signatures and (1) copy of the original.
- Include any additional information that could assist in the City's decision making process.

**NOTE: FOR THIS RFP TO BE CONSIDERED RESPONSIVE, ALL INFORMATION REQUESTED SHOULD BE SUPPLIED, AS APPROPRIATE OR THE ENTIRE RFP MAY BE DISQUALIFIED. RFP RESPONSE MUST BE IN INK OR TYPED WITH THE ORIGINAL SIGNATURE INCLUDED.**

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Bidder Signature

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Company

## STANDARD TERMS AND CONDITIONS

**IN ORDER TO SUBMIT A RESPONSIVE RFP, IT IS VERY IMPORTANT THAT ALL TERMS AND CONDITIONS, SPECIFICATIONS AND INSTRUCTIONS ARE READ THOROUGHLY.**

RFP response envelopes shall be properly identified on the front with the invitation to RFP number, opening date and time. Each individual invitation to RFP shall be submitted in a separate sealed envelope. Multiple RFP responses submitted in the same envelope/courier package (that are not in separate envelopes properly identified) shall be rejected. The Purchasing Department assumes no responsibility for late RFP responses that occur due to the U.S. Postal Service or private courier service.

RFP responses and signature page must be submitted on this form in ink or typewritten or the RFP will be rejected. Include (2) copy of the original RFP response.

For a “no-RFP” response, return the signature page signed and marked “no RFP”. Without this Non-response notice, a vendor may be removed from active bidders list.

The attached specifications are being provided to potential bidders as guidelines that describe the type and quality of equipment, supply, and/or service the City of Decatur is seeking to purchase. The bidder must indicate compliance or list exceptions to each specification item for consideration. Failure to comply with this provision could be cause for rejection of the RFP.

RFP responses must be received in the office of the Purchasing Department not later than the date and time specified.

The Purchasing Department will not accept facsimile (fax) nor email transmissions of RFPs.

Changes or modifications of this Invitation to RFP are allowed only by written authority of the Purchasing Agent.

**Non Appropriation of Funds:** Continuation of any agreement between the City of Decatur and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this RFP and any resulting agreement. Non availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the City as a result. The City will not incur liability beyond the payment of accrued agreement payment.

**Descriptive Literature:** Reference to brand names and numbers is not restrictive, unless otherwise specified. RFPs on equivalent items meeting the standards of quality indicated will be considered, providing the RFP clearly describes the item offered and indicates how it differs from the referenced brands. Descriptive literature on any supplemental information necessary for comparison purposes shall be submitted with the RFP or the Purchasing Agent may reject the RFP for that item. Reference to literature submitted with a previous RFP, or on file with the Purchasing Department will not satisfy this requirement.

The City of Decatur reserves the right to modify all or any portion of this Invitation to RFP when the best interest of the City is involved.

The City of Decatur reserves the right to award to a single vendor, multiple vendors an award all or part of this RFP to single or multiple vendors.

The City of Decatur reserves the right to seek clarification from vendors submitting responses to this RFP.

The City of Decatur is exempt from all Federal, State and local sales and use taxes.

All respondents shall maintain such insurance as will protect bidder and the City of Decatur from claims under Workman's Compensation Acts and from claims for damage and or personal injury, including death, which may arise from the operation and/or fulfillment of the resulting contract of this Invitation to RFP. Insurance shall be written by companies authorized to do business in Decatur, Alabama. Evidence of insurance shall be furnished to the City of Decatur Purchasing Department with submitted RFPs when requested.

Any individual, company, or corporation doing business with the City of Decatur must possess and show proof thereof all proper licenses and/or proper certifications required by Federal, state and local statutes and regulations prior to award.

The City of Decatur reserves the right to terminate any contract resulting from this RFP for just and reasonable cause whereby it appears to be in the best interest of the City.

The successful respondent agrees, by entering into this contract, to defend, indemnify, and hold the City of Decatur harmless from any and all causes of action or claims of damages arising out of or related to respondents performance under this contract.

The successful respondent shall abide by all Federal, State, and Local Statutes, laws, regulations, and ordinances.

**An electronic version of this RFP is available on the City's website at [www.decaturalabamausa.com](http://www.decaturalabamausa.com) or by emailing [purchasing@decatur-al.gov](mailto:purchasing@decatur-al.gov). In order to decrease the evaluation time and insure award by the award date please enter your responses in the electronic version if possible, and return it with a hard copy of the original and (1) copy of the original with your RFP response package.**

Exclusion of the electronic files in a RFP response is not a basis for rejection.

The hard copy of the invitation to RFP on file in the City of Decatur Purchasing office shall serve as the master document. Any alterations, deletions, additions or other changes that materially change the intent of the RFP could be considered grounds for rejection of the RFP response.

**A RFP RESPONSE MAY BE REJECTED IF:**

- RFPs improperly submitted or identified
- RFPs not signed or not original signature
- Requested information, or documentation not submitted with RFP
- Failure to acknowledge receipt of addendum with RFP
- Material alteration of the master document
- Invitation to RFP number not on face of envelope

- Received late
- RFP response not on the original form
- RFP not in ink or typed
- Proper licensing not included/provided as required by law

Notice: As a condition of contract, grant or incentive performance with the City of Decatur, compliance with the requirements of the Beason-Hammon Alabama Taxpayer and Citizen Protection Act must be provided. Please enter the name of your company and your name and complete the affidavit below. Your signature must be notarized.

BUSINESS NAME: \_\_\_\_\_

APPLICANT'S NAME: \_\_\_\_\_

**E-VERIFY AFFIDAVIT**

I am the applicant listed above. In my capacity as \_\_\_\_\_ of the business entity listed above, I do hereby execute this affidavit on behalf of the business listed above and, by executing this affidavit, I verify that business' compliance with Section 31-13-9 of the Code of Alabama, 1975, stating affirmatively that it does not knowingly employ, hire for employment or continue to employ an unauthorized alien. Further, the business has registered with and is participating and will participate during the performance of any contract with the City in the federal work authorization program known as "E-verify" web address <https://e-verify.uscis.gov/enroll> , operated by the United States Citizenship and Immigration Service Bureau of the United States Department of Homeland Security to verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P. L. 99-603, in accordance with the applicable provisions of Alabama's Immigration law.

The undersigned further represents that, should the business employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the City, it will secure from such subcontractor(s) verification of compliance with Section 31-13-9 of the Code of Alabama, 1975, in a form substantially similar to this affidavit. The Business further agrees to maintain records of such compliance and provide a copy of each said verification on request of the City.

\_\_\_\_\_  
E-verify Employment Eligibility Verification User Identification Number

\_\_\_\_\_  
Applicant

Sworn to and subscribed before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**By signing this contract, \_\_\_\_\_ represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.**

## **INTRODUCTION AND PROJECT OVERVIEW**

The City of Decatur Historic Preservation Commission wishes to secure the services of a part-time consultant who is qualified per United States Department of the Interior/National Parks Service and Alabama Historical Commission guidelines to provide part-time professional services to assist the City's Historic Preservation Commission to continue to develop a tiered approach to reviewing Certificate of Appropriateness applications seeking approval for exterior work in the city's "historic overlay" district consisting currently of major portions of two large National Register of Historic Places neighborhoods as designated in the city's historic preservation ordinance as well as assisting the HPC program coordinator in inspecting and reviewing future work as set forth herein and already approved by the HPC and undertaking other consultation duties as may be assigned from time to time by the HPC and/or its program coordinator . Decatur is a community of approximately 55,000 persons that has a rich approximately 200 year history and architectural heritage, which must be preserved not only for the present, but also future generations. DUE TO THE LIMITED NATURE OF THE GRANT MONIES AVAILABLE ANNUALLY FOR FUNDING THIS RFP, ALL PARTIES UNDERSTAND THAT THE CITY WILL BE UNABLE TO REIMBURSE IN ANY WAY FOR TRAVEL AND FURTHER THAT ESTIMATED MONTHLY WORK TIME UNDER THIS GRANT WILL BE 30 HOURS PER MONTH AFTER THE REVISED REVIEW PROCESS DESCRIBED HEREINBELOW IS COMPLETED.

## HISTORIC RESOURCES

The “overlay” district per the Decatur City Ordinance regarding “Historic Preservation” consists of the vast majority of the NRHP districts known as Old Decatur and Albany, an area of about 100 square blocks of historic houses.

### **Staff assistance as cost-share:**

The framework of the grant which funds this work requires that the City of Decatur provide a 40% cost share cash contribution to match a state/federal AHC grant. Additionally, the City of Decatur will provide the services of its Director of Historic Resources and Events/Coordinator of the Historic Preservation Commission as well as the expertise of the seven members of the HPC itself (with expertise in professional architecture, building materials, house restoration, historic archives and neighborhood leadership) to assist in the actual field work and data compilation and decision making of this grant work. Please take into account these details when detailing your field work budgets.

### **The project scope includes the following:**

1. Attend meetings with the Coordinator of the HPC, HPC members and other interested stakeholders, including members of the overlay community and government officials as well as HPC regular and special meetings. Prepare agendas and minutes for same.
2. Complete modifications on the development of the recently approved Model AHC Certificate of Appropriateness review process and its tiers and procedures as well as research into other model practices for COA by other historic preservation commissions in other jurisdictions.
3. Draft modifications as necessary to the recently approved model COA review process and its tiers and procedures for the HPC of Decatur, AL, obtain HPC and HPC Coordinator consensus for a final COA review process document together with the procedures to be utilized for same. Draft said final model process and procedures and obtain AHC/U.S. Department of the Interior (if applicable) consent to utilize same.
4. Undertake (together with the Coordinator and the HPC membership) any actions assigned to the professional consultant from said model COA review process and procedures for the entire period of this project.
5. Inspect for compliance all work approved pursuant to this COA model review process and report findings to the HPC and HPC Coordinator per a method approved by all parties. This work will be carried out in accordance with applicable state and national standards, such as those promulgated by the Alabama Historical Commission and the Secretary of the Interior’s Standards and Guidelines for Historic Properties. The work product shall include proof of work completion in a manner consistent with the wishes of the HPC, its coordinator and the Alabama Historical Commission and its Certified Local Government Coordinator (currently, Mary Shell).

The following additional objectives and products will be met with this project: **UNDERTAKE AND COMPLETE TIMELY ALL TASKS SET FORTH IN THE TIMETABLE SECTION FOUND HEREINBELOW.** Additionally:

6. Support the commission with a professionally qualified staff person to review and fast track COAs as outlined in the "One Decatur" city plan of 2018. Modify current procedures to comply with the recommendations of this plan.



7. Review and provide professional suggestions for updating Decatur's Preservation Plan and the commission's Design Review Guidelines (which have not been officially updated as a whole since 2001). Special attention should be given to the use or not of certain more modern materials. DRGs should be compared to more current DRG guidelines of other CLGs. Other areas of special need are a review and updating of the city's Historic Preservation ordinance, review of applicable zoning ordinances, future land use plans and building codes and procedures as well as insuring current compliance with present CLG standards.

8. Increase public awareness of historic preservation through at least 2 workshops/public lectures.

9. Support the city staff, preservation commission, and local business/property owners in evaluating and possibly creating a local commercial design review district and (L&N neighborhood). This will include among other things assistance in education and contact of stakeholders in these areas. Provide HPC recommendations to the mayor and city council as directed by them for implementation of a commercial business district code. Consider and plan for future survey work to both add to the inventory of existing NRHP buildings (residential and commercial) while identifying other areas of the city which have architectural styles which are either under recognized or which have been become historic since the last update of the city's inventory (for example, a neighborhood of Cape Cod revival homes which now qualify for historic status).

Provide staff support in reviewing both the Albany Heritage NRD (1982/2003) and the Old Decatur NRD (1985) inventories.

11. Assist the coordinator in the preparation of the Annual Report to the AHC and the Decatur City Council of the work of the HPC of Decatur.

12. Submit invoices for payment for services per instructions of Allen Stover (Grant Supervisor, Department of Community Development of the City of Decatur), Anna Perez (Payments Supervisor, Decatur Department of Parks and Recreation) and their representatives (Mary Shell, AHC and David Breland, HPC Coordinator).

13. Meet with the Historic Preservation Commission and/or its coordinator, and other stakeholders to review findings as directed by the HPC and its coordinator.

**Time table:**

The City of Decatur has proposed the following time product and estimated payment schedule table for this project:

Activity	Estimated Date
Provide staff support for COA review process. Inspect all HPC approved work to insure compliance. Research potential support and needed documentation for commercial historic district overlay. Provide draft report to HPC on preservation planning needs and design review guidelines. Draft updated preservation plan and design review guidelines	Oct. 15-Nov. 30/ 18
Provide support for COA review process+ Continue work on draft Preservation plan with input from HPC and community stakeholders. Provide community outreach and lectures	Dec. 1/18-March 31/19
Provide staff support for COA review process. Present final proposed updated preservation plan and design review guidelines.	Apr.1-June 30/19

Provide final report to HPC and governmental entities on preservation planning needs and design review guidelines.	
Provide staff support for COA review process, and continue to inspect all HPC approved work to insure compliance. Generate final report and assist the HPC Coordinator in reporting to the AHC including the comprehensive annual report.	July1-Aug. 15/19

## GENERAL TERMS AND INSTRUCTIONS

### Section 1 Terms and Conditions:

- 1.1 All proposals submitted shall be firm for a minimum of 60 days, unless otherwise specified.
- 1.2 The City reserves the right to cancel or make null and void any purchase order, if delivery cannot be made on the specified delivery date.
- 1.3 Proposal awards are not official until a purchase order is issued or the Purchasing Department notifies the successful vendor in writing.
- 1.4 The Grantee's professional consultant shall not invoice for step 1 of activity until the AHC contact person for standards of work accepts the product of the consultant. This is done so that an invoice can be reimbursed for the same fiscal year that reimbursement is approved by the AHC.
- 1.5 All costs incurred between October 1, 2018 and September 30, 2019 not reported by October 15, 2019 are subject to disallowance and may not be reimbursed to Grantee.
- 1.6 This grant is subject to the provisions of all provisions of the National Environmental Policy Act (1969 et seq.) and the Council on Environmental Quality Regulations for implementing NEPA.
- 1.7 This grant is subject to Government-wide requirements for a drug-free workplace.
- 1.8 If, through any cause, the Grantee shall fail to fulfill in timely and proper manner its obligations under this agreement or violates any provision of this agreement, the Alabama Historical Commission shall thereupon have the right to terminate or suspend this agreement by giving written notice to the Grantee of such termination or suspension and specifying the effective date thereof, at least 15 days before such effective date.

### Section 2 Submission of Proposal:

- 2.1 Proposals received after the designated date and time will not be opened nor returned.
- 2.2 All proposals shall be submitted on and in accordance with forms for this purpose, which are available from the Purchasing Department. Additional supplementary documentation, when requested, shall be submitted on the proposer's letterhead.
- 2.3 All proposals are to be submitted in sealed, plainly marked envelopes. Envelopes shall be marked in the bottom left corner with the Title of the Request for Proposal, the Request for Proposal Number and the Opening Date. Facsimile and telephone proposals will not be accepted.
- 2.4 All proposals shall be printed, typewritten, or completed in black ink.

- 2.5 An authorized officer or agent of the company submitting the proposal in order to be considered must sign all proposals.
- 2.6 Proposal documents shall be submitted, in **triplicate**, to the City of Decatur.
- 2.7 Proposals which show any omission, irregularity, alteration of forms, additions not called for, conditional or unconditional unresponsive proposals may be rejected.
- 2.8 Any proposal submitted with corrected errors shall have the correction initialed by the person signing the proposal.

**Section 3 Request for Proposal Evaluation:**

- 3.1 The City reserves the right to evaluate all proposals, waive any technical or informalities, reject any and/or all bids and proposals, and further specifically reserves the right to make the award and/or awards in the best interest of the City. All proponents must meet necessary qualifications of the Alabama Historical Commission (Contact Mary Shell [Mary.Shell@ahc.alabama.gov](mailto:Mary.Shell@ahc.alabama.gov) for more information) and the National Parks Service (Contact Mary Shell [Mary.Shell@ahc.alabama.gov](mailto:Mary.Shell@ahc.alabama.gov) for more information) to be eligible to undertake this work.
- 3.2 The proposal evaluation will be made on the following criteria:
 

3.2.1 Proposal Price	10%
3.2.2 Proponent’s business history	20%
3.2.3 Proponent’s experience on similar projects	20%
3.2.4 Proponent’s qualifications and expertise in leadership roles in previously working with historic preservation commissions	40%
3.2.5 References	10%
- 3.3 The City shall be sole judge as to an evaluation item meeting or exceeding the specifications.

**Section 4 Billing and Payment:**

- 4.1 The vendor shall submit all invoices to the following address:
 

City of Decatur, Alabama  
 Attn: Allen Stover  
 402 Lee Street  
 P.O. Box 488  
 Decatur, AL 35602
- 4.2 Payment by the City shall be made within thirty days, unless otherwise specifically provided, payment will be made by the City to the vendor only upon receipt of invoice, and acceptance of the item(s) by the City.

**Section 5 Business License/Insurance:**

- 5.1 Proposers who are awarded a City of Decatur contract must possess a City of Decatur business license pursuant to City Ordinance and must be obtained prior to beginning work.
- 5.2 Proposers may contact the City Hall at (256) 341- 4500 for additional information concerning business licenses.

General Liability: The Contractor shall defend, indemnify and save harmless the City from all claims, suits, judgments, expenses, actions, damages and costs of every name and description to which the City may be subject or put by reason of injury to persons (bodily injury, including death, or any personal injury) or property damage as a result of its work, caused or alleged to be caused by negligence of fault on the part of the Contractor, their servants, or agents.

- 5.3 The Contractor will not hold the City liable for any injuries to the employees, servants, agents, sub-contractors or assignees of the Contractor arising out of or during the course of services relating to this agreement.
- 5.4 The providing of any insurance required herein does not relieve the Contractor of any of the responsibilities or obligations assumed by the Contractor in the contract awarded or for which the Contractor may be liable by law or otherwise.
- 5.5 Failure to provide and continue in force such insurance as required above shall be deemed a material breach of the contract and shall operate as an immediate termination thereof.

### **Section 6 Request for Proposals Submission Requirements:**

Each proposal submitted shall contain the following information:

- 6.1 Letter of transmittal, including a brief statement indicating that the proposer understands the services to be performed and makes a positive commitment to provide services as specified. The letter should include a statement indicating that the proposal and cost schedule will be valid for the term of the contract.
- 6.2 Short profile of person or the firm including at a minimum the below points.
  - Length of time in business.
  - Length of time in providing proposed services.
  - Location of office to serve account.
- 6.3 Name, title, address, and telephone number of at least two references for clients, whom similar services have been provided or persons who know of the professional expertise of the proponent vendor in the realm of similar services.
- 6.5 Cost of Services. This section should be presented in the form of a fixed fee.
  - 6.5.1 A breakdown with unit prices for each service or activity should be included.
  - 6.5.2 A payment schedule should be included in accordance with the time table included in above sections.

### **PROPOSAL DEADLINE**

Proposals for this project must be submitted to the following address by 2:00 pm on TUESDAY, OCTOBER 30, 2018. Proposals shall be mailed or hand delivered to the following address.

Proposals received after the deadline will not be considered. Questions or comments can be directed to (256) 341-4960 or through e-mail at [agstover@decalur-al.gov](mailto:agstover@decalur-al.gov).

**REQUEST FOR PROPOSAL FOR  
CONSULTING SERVICES**

**PROPOSAL NUMBER #19-002**

**The undersigned declares that before preparing their proposal, they read carefully the specifications and requirements for Proposers and that their proposal is made with full knowledge of the kind, quality and quantity of services and equipment to be furnished, and their said proposal is as stated on these pages. The undersigned offers and agrees, if this proposal is accepted within Thirty (30) calendar days from date of opening, to furnish any or all of the items upon which prices are offered at the price set opposite each item, delivered at the designated point(s) within the time specified. PLEASE SUBMIT PROPOSALS IN TRIPLICATE AS REQUESTED IN SECTION II, ITEM 2.6**

COMPANY/PERSONSUBMITTINGPROPOSAL \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP CODE \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF PERSON AUTHORIZED TO SIGN PROPOSALS

\_\_\_\_\_  
TYPED NAME AND TITLE OF SIGNER

\_\_\_\_\_  
PHONE NUMBER

\_\_\_\_\_  
FAX NUMBER

\_\_\_\_\_  
FEDERAL ID NUMBER

\_\_\_\_\_  
WEB SITE ADDRESS

\_\_\_\_\_  
E-MAIL ADDRESS

\_\_\_\_\_  
DATE