

REQUEST FOR PROPOSALS (RFP)

THE ALABAMA MILITARY STABILITY FOUNDATION IS REQUESTING
PROPOSALS FOR:

STATEWIDE ECONOMIC IMPACT STUDY

RFP ISSUED ON
JUNE 1, 2021

PROPOSALS MUST BE SUBMITTED BY:
July 15, 2021 AT OR BEFORE 5:00 PM CT

TO:

MR. ROBERT LA BRANCHE, EXECUTIVE DIRECTOR
ALABAMA MILITARY STABILITY FOUNDATION
P.O. Box 242761
MONTGOMERY, AL 36124

Section 1: Introduction

The United States Defense Industry is a huge asset within the state of Alabama and is responsible for a large part of the economic success the state has enjoyed for many years. The defense industry has a larger impact on Alabama's economy than a very robust automotive sector and construction sector combined. Many Alabamians depend on the defense industry. Not only are Alabama citizens employed by the defense industry, many residents are active duty and reservist. As a result, a wide range of public sector and private sector jobs are closely linked to Pentagon decisions. In FY16, the military created or supported over 210,000 jobs, generating \$13 billion in earnings for Alabama residents. Defense investments in Alabama also benefited state and local government entities, which collected \$991 million in taxes, and the federal government, which collected \$1.7 billion.

As the Department of Defense ("DoD") estimates decreased budgets in the foreseeable future, Alabama must not expect "business as usual," and instead should aggressively prepare our manufacturers and communities for adjustment and economic diversification. The Military Stability Foundation (the "Foundation"), created in 2011, is a 501(c)(4) non-profit corporation established to serve as the day-to-day operational arm of the Alabama Job Creation and Military Stability Commission (the "Commission"), which was created by Act 2011-350 of the Alabama Legislature. The two organizations work together to develop and implement measures to retain and strengthen Alabama's military assets and military communities, and prepare them in the event of any future rounds of Base Realignment and Closure Process.

Under this RFP, the Foundation seeks a qualified contractor ("Proposer") to conduct a detailed economic impact analysis of the defense industry in Alabama.

Section 2: Qualifications

The response shall include resumes of all personnel anticipated to work on this contract as well as the Proposer's qualifications relative to the items listed below.

- The proposal shall include economic analytical experience as well as the organization's qualifications relevant to the items listed in Section 3.
- Knowledge of the military value of Alabama's installations, ranges, and other military assets, with a specific focus on the defense aerospace industry in Alabama.
- Possess experience and knowledge of all branches of military services.
- Must be able to complete the scope of work within the given timeline.
- Awareness of the military's role in economic development and understanding of its significant economic impacts, with a specific focus on the defense aerospace industry in Alabama.
- Experience in successful completion of similar projects.
- Must be able to enter into a contract with the Foundation.
- Anticipated term of the contract will be from August 1, 2021 to January 31, 2021 (6 months).

Section 3: Summary of Scope of Services

Proposer shall conduct an economic impact analysis of Alabama's Military and Defense industry. The analysis must provide an enhanced statewide picture of the economic impact of all active military installations and defense industry in Alabama including the Alabama National Guard and the United States Coast Guard. The analysis should include the economic impact of installations in neighboring states that are adjacent to Alabama's state border that have an "overflow" or measurable impact on Alabama's economy (e.g., Fort Benning). In addition, the analysis must contain a separate targeted review of Alabama's aerospace industry. Elements of the analysis should include:

- Develop State, Regional and Local Military Impact Assessment.
 - Overall analysis used to calculate the total economic impact by installation, economic sector and geographical area must contain:
 - Total payroll (Military and Civilian, National Guard and Coast Guard, by salary level).
 - Non-payroll local expenditures (e.g. materials, supplies) by type.
 - Total value of all Military, National Guard and Coast Guard contracts (by type of contract).
 - Estimated inflows to Defense, National Guard and Coast Guard contractors (domestic and international).
 - Value of retiree spending (from Military, Coast Guard and National Guard).
 - Value of student trainee payrolls and spending.
 - Value of Military Reserve spending flows.
 - Value of Military educational and medical spending.
 - Estimated value of Military and Defense spending due to technology transfers.
- Develop State, Regional and Local Aerospace Impact Assessment
 - Overall analysis of the direct, indirect, and induced economic impact of the aerospace industry in Alabama and must contain:
 - Direct employment for each sector (by NAICS code), including wages and salaries
 - Total Aerospace Industry Employment in comparison to other sectors
 - Ranking of Top Aerospace Companies by employment and revenue in Alabama
 - The Aerospace industry revenue as a percentage of Alabama's GDP
- Complete defense economic impact study, and design and publish a summary "snapshot" of the study.
 - Design and produce an Alabama Defense Economic Impact Analysis Study, and publish a distributable snapshot of the study.
 - Three draft copies (hard) for interim review and comment.
 - Three final copies (hard).
 - Electronic files of draft and final study, as well as a draft snapshot to be reviewed and approved by the Foundation.
 - Design and produce an educational and informational brochure package.
 - In-person presentation to the Foundation and/or the Commission.

NOTE: at the Foundation's sole discretion, this RFP is contingent upon the following elements: (1) continued receipt of State funds; (2) successful performance of the Proposer; and (3) continued need for the services described herein.

Section 4: Requirements for Proposals

A proposal must include the following information:

1. A transmittal letter including (a) the name, address and phone number of the individual who will be the Foundation's contact for matters relating to the proposal; and (b) a statement that the proposal fully complies with all of the requirements of this RFP. The signature of the representative of the Proposer will constitute the warranty of the Proposer that this representative is authorized to extend the proposal and that the facts stated in the proposal are true and complete and are intended to be relied upon by the Foundation in evaluating the proposal.

2. The names and resumes of the personnel who will perform the services solicited by this RFP, as well as a copy of the Proposer's Form W-8 or W-9, as applicable. For each professional, if applicable, provide a description of the consulting services which have been provided by that individual, identifying the role served for each consulting engagement, and descriptions of qualifications and experience with respect to the services which are proposed by this RFP, all in sufficient detail to afford the Foundation adequate information upon which to make a meaningful evaluation of the proposal. Substitution of personnel assigned to this transaction will be permitted with the Foundation's prior approval.

3. A description of Proposer's understanding of the requirements, including the result(s) intended and desired. The approach and/or methodology to be employed for each proposed task, and a work plan for accomplishing the results proposed.

4. A list of each consulting engagement of the Proposer providing services which fulfill the elements specified in the Scope of Services during the last three (3) years, identifying the client, if possible, and the role of the Proposer. Give client references for at least three of any such consulting engagements; or, if none or less than three of such engagements were performed, provide client references for other consulting engagements. This information should be sufficient to demonstrate that the Proposer has the ability to gather material information and produce the requested plan.

5. A fee proposal which shall include all fees for the professional services to be rendered and all estimated expenses. Each anticipated expense must be described and the estimated cost stated on a monthly basis by each item in the Scope of Services. If reimbursement of expenses is proposed by Proposer, the expenses shall be charged at actual cost without mark-up, profit or administrative fee or charge. Only customary and necessary expenses in reasonable amounts will be reimbursable. The Foundation may require such documentation of expenses as it deems necessary.

6. A certificate of good standing from the Proposer's state of formation, if applicable.

7. A statement that neither the Proposer or any of the individual professionals or business entities that comprise the Proposer have been debarred or suspended from doing business with the Federal government or any department, agency, board or commission thereof including any branch of the military, or the State of Alabama or any department, agency, board or commission thereof. A statement that each individual who will provide services is duly licensed to provide the services proposed under this RFP, and each individual is, and will be, in full compliance with all Federal, State and local legal requirements including, without limitation, those related to lobbying, lobbyists, lobbyist registration and reporting. A statement that in the event that a lobbying registration is required for activities described in this RFP, Proposer shall notify the Foundation prior to filing such registration. A statement that there are no conflicts of interest as a result of performing services for the Foundation, and that Proposer does not perform services for other clients in matters that would be adverse to the Foundation. A statement that a contractual relationship between the Foundation and the Proposer will be kept confidential and that Proposer will seek permission from the Foundation before disclosing any confidential or proprietary information or communication (including research, studies, and data prepared by Proposer for the Foundation) to any third-party, to the extent possible and appropriate.

Section 5: Evaluation and rating of proposals

The submitted proposals will be reviewed and rated based on the following criteria

1. Proposer's experience of successfully completing engagements similar in size and scope (20pts.)
2. Proposer clearly identifies adequate number of qualified staff to complete the project successfully (20 pts.)
3. Proposer's experience, organization, qualification, skills and facilities to accomplish the outlined tasks described in Section 3 (25 pts.)
4. Review of references (10 pts.)
5. Proposed costs are reasonable for the associated scope of work (25 pts.)

Section 6: Delivery of the Proposal

Proposals are due **July 15, 2021 no later than 5:00 p.m. (CST)**. Proposals received after this date will not be considered. One original proposal, three paper copies, and one electronic copy of the proposal must be submitted by mailing it addressed to the following:

Mr. Robert La Branche, Executive Director
Alabama Military Stability Foundation
P.O. Box 242761
Montgomery, AL 36124

The envelope containing the proposal must be marked on its face with the legend "RESPONSE TO REQUEST FOR PROPOSALS FOR STATEWIDE ECONOMIC IMPACT STUDY RELEASED JUNE 1, 2021". Also, a transmittal letter should be included on the entity's letterhead

with the original and copies, which denotes that the person submitting the proposal(s) is authorized to commit the entity to the requirements of this request for proposals.

The Foundation is not responsible for delays due to the delivery system selected for delivery by the responders to this RFP. E-mail copies of proposals do not constitute a response, and late delivery by the U.S. Post Office or private delivery such as UPS or Fed Ex will result in a non-response to this RFP. **No phone calls or late submissions will be accepted.**

Questions:

Questions, interpretations, or clarifications concerning this RFP should be directed by e-mail to Mr. Robert La Branche at robert.labranche@almsf.org. Questions must be submitted no later than **June 30, 2021**. Any questions after that date will not be responded to by the Foundation. Any questions and answers will be made available to all potential proposers for whom the Foundation has e-mail addresses.

Section 7: Reservation of Rights of the Foundation

The Foundation reserves the right to cancel this RFP or to issue a subsequent RFP. The Foundation reserves the right to reject any and all proposals, at its sole discretion, for any reason or for no reason whatsoever. Because the Foundation is not a public body, no consultant shall have or claim any due process, contractual, or promissory estoppel rights arising out of this RFP. This RFP does not commit the Foundation to pay any costs incurred in preparing a response, nor does it obligate the Foundation to issue a contract. The Foundation reserves the right to exercise its sole discretion in its review of the proposals submitted, if any.

Section 8: Final Terms of the Engagement

The final terms of engagement for the Proposer will be set out in a contract, similar to **Exhibit A**, attached hereto. The contract will be effective upon its acceptance by the Foundation as evidenced by the signature thereon of its authorized representative. Provisions of this RFP and the accepted proposal may be incorporated into the terms of the engagement should the Foundation so determine. The sample **Exhibit A** is provided only for convenience and the Terms and Conditions contained therein are subject to change without notice.

EXHIBIT A – SAMPLE CONTRACT

AGREEMENT FOR SERVICES

This Agreement for Services (“Agreement”) is made and entered into between the **Military Stability Foundation**, an Alabama non-profit corporation (the “Foundation”), and _____ (“Contractor”).

RECITALS

WHEREAS, the Foundation desires to obtain certain services to conduct a detailed economic impact analysis of the defense industry in Alabama, with a specific focus on the aerospace defense industry; and

WHEREAS, Contractor desires to provide such services.

AGREEMENT

NOW, THEREFORE, in consideration of the premises set forth above, the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Contractor and the Foundation, intending to be legally bound, hereby agree as follows:

1. Statement of Work. Contractor shall undertake and complete the work and activities set forth in **Exhibit A**, (the “Services”), which is attached hereto, made a part hereof, and incorporated herein by reference as if fully rewritten herein. Contractor shall consult with the personnel of the Foundation and with other appropriate persons, agencies, or instrumentalities as necessary to ensure a complete understanding of the work and satisfactory completion thereof.

2. Foundation’s Instructions. The Foundation may, from time to time as it deems appropriate and necessary, communicate specific instructions and requests to Contractor concerning the performance of the work described in this Agreement. Upon such notice and within a reasonable time, Contractor shall comply with such instructions and fulfill such requests to the satisfaction of the Foundation. It is expressly understood by the parties that the instructions and requests are for the sole purpose of performing the specific tasks requested and to ensure satisfactory completion of the work described in this Agreement. However, they are not intended to amend or alter the terms of this Agreement or any part thereof.

3. Term and Location of Performance.

(a) Term. This Agreement shall be binding upon both parties, and the work described in this Agreement shall commence on _____ and all activities under this Agreement shall be completed not later than _____, on which date this Agreement shall automatically terminate, unless the Foundation elects to extend the term as set forth in Section 3(c). In the event that the work hereunder is to be done in separate phases, each phase shall be completed within the time prescribed in **Exhibit A**.

(b) Change of Performance Location. Contractor also affirms, understands, and agrees to immediately notify the Foundation of any change or shift in the location(s) of services performed by Contractor or its subcontractors under this Agreement, and no services shall be changed or shifted to a location(s) outside of the United States.

(c) Extension. Subject to the sole discretion of the Foundation, the term of this Agreement may be extended by an agreement in writing signed by both parties. Any extension shall be executed before the automatic termination of this Agreement on _____.

4. Compensation. In consideration for the Services performed by Contractor, the Foundation agrees to pay Contractor at the rates set forth in **Exhibit A** on a reimbursement basis upon the Foundation's receipt and approval of proper invoices. Contractor shall not be compensated for services rendered hereunder except as expressly set forth herein. The total compensation to be paid to Contractor under this Agreement shall not exceed _____ (\$_____.00). Contractor shall be responsible for all contributions, taxes, or payments required to be made. Prior to the payment of any compensation under this Agreement, Contractor shall provide the Foundation a complete and accurate IRS Form W-9 or W-8, as applicable.

5. Proper Invoicing Method. Contractor shall be required to submit proper invoices that are itemized and show all of the following:

- (a) Performance of the service described in **Exhibit A**;
- (b) Date or dates of the rendering of the service;
- (c) An itemization of the things or service done, the material supplied or the labor furnished; and
- (d) The sum due pursuant to that invoice in relation to the total compensation owed under the Agreement.

The adequacy and sufficiency of such invoices shall be determined solely by the Foundation. If the Foundation determines that an invoice is inadequate or insufficient, or determines that further documentation or clarification is required for a particular invoice, the burden of providing the required information or documentation is on Contractor. Costs incurred by Contractor which are associated with providing the required additional information or documentation and costs which are related to defending an inadequate or insufficient invoice shall not be charged to the Foundation and shall not be considered an allowable expense under this Agreement. Failure to comply with this section shall delay payment to Contractor under this Agreement.

6. Work Product. All work product (including, without limitation, all substantiating documentation, materials, notes, charges, data, information, studies, models, photographs, reports and other documentary information) of Contractor performed pursuant to this Agreement (collectively, the "Work Product") shall be the sole property of the Foundation and shall be deemed, to the greatest extent possible, "works made for hire" (as defined in the Copyright Act, as amended 17 U.S.C.A. § 101 et seq.) owned exclusively by the Foundation. Contractor hereby unconditionally and irrevocably transfers and assigns to the Foundation all right, title and interest in and to any and all Work Product, including all intellectual property rights. Contractor agrees to

execute and deliver to the Foundation any transfers, assignments, documents or other instruments which the Foundation may deem necessary or appropriate to vest complete title and ownership of any or all Work Product, and all rights therein, exclusively in the Foundation. Upon expiration or termination of this Agreement for any reason, all finished and unfinished Work Product shall be turned over to the Foundation in an orderly fashion.

7. Conflict of Interest. Contractor covenants that it shall not during or after the term hereof directly or indirectly engage or be concerned or interested in any business or activity which would create a conflict in the manner or degree of performance of Services required by this Agreement or otherwise would conflict with the interests of the Foundation.

8. Independent Contractor Status. The Foundation reserves no right to control the methods or manner of performance by Contractor of the Services bargained for in this Agreement. Contractor, in performing such Services, shall not act as an agent or employee of the Foundation, but shall be and act as an independent contractor of the Foundation, and shall be free to perform the Services by such methods and in such manner as Contractor may choose, doing everything necessary to perform such Services properly and in compliance with all applicable laws and regulations. Contractor recognizes, covenants and agrees, as an independent contractor performing Services for the Foundation under the terms of this Agreement, that:

(a) Contractor is not entitled to any compensation or other benefits given to any employees of the Foundation;

(b) Contractor will not hold out, represent, state or imply to any individual or entity that an employer/employee relationship exists between the Foundation and Contractor;

(c) Contractor is not granted, nor shall it represent that Contractor is granted, any right or authority to make any representation or warranty or assume or create any obligation or responsibility, express or implied, for, on behalf of or in the name of, the Foundation, to incur debts for the Foundation or to bind the Foundation in any manner whatsoever except as with respect to such specific matters as Contractor has been expressly given such right or authority by the Foundation;

(d) Contractor does not act as and shall not be construed as an employee, agent, partner, joint venturer or legal representative of the Foundation for any purpose whatsoever.

(e) Contractor shall perform the Services in accordance with professional and workmanlike standards and shall perform the Services in accordance with good and accepted practices customary in its field.

9. Protection of the Foundation's Tax-Exempt Status. The Foundation is an organization exempt from federal income tax under Internal Revenue Code Section 501(c)(4) and, as such, will be subject to various rules, restrictions and prohibitions governing the conduct of its affairs. Contractor agrees that, in its capacity as a contractor for the Foundation, it will not, directly or indirectly, do any act which would jeopardize the tax-exempt status of the Foundation.

10. Compliance with Laws. In performing Services hereunder, Contractor shall

comply with the requirements of all applicable laws, rules, regulations, and orders of any federal, state and local governmental authority. [Additionally, Contractor shall be bound by the terms of Grant Agreement NO. _____, as required in [_____] of Grant Agreement NO. _____ between the Contractor and the [Alabama Department of Commerce], attached hereto as **Exhibit B.**]¹

11. Confidentiality. Contractor and the Foundation hereby agree that this Agreement and its terms will be kept strictly confidential by both Contractor and the Foundation. Releasing the contents of this Agreement in whole or in part (except as is necessary to facilitate transactions contemplated hereunder or as otherwise required by law) to third parties shall be construed as a breach of this Agreement. Furthermore, Contractor shall not, without the prior written consent of the Foundation, disclose to any person confidential, proprietary or any other information concerning the business, financial, or other affairs of the Foundation that is not generally known by the public (“Confidential Information”). Moreover, Contractor shall use its best endeavors to prevent the publication or disclosure by anyone else of any Confidential Information. Contractor agrees that all communications between Contractor and the Foundation shall remain confidential and shall not be divulged to third parties except to the extent compelled by legal process or to the extent the Foundation authorizes disclosure in advance. This obligation of confidentiality shall survive the termination of this Agreement.

12. Publicity. Contractor shall submit to the Foundation all proposed advertising, sales promotion, and other publicity matters for the benefit of Contractor relating to this Agreement wherein the Foundation’s name or the name of its parent or of any of its affiliates appears, and Contractor shall not publish or use such advertising, sales promotion, or publicity matter without the prior written consent of the Foundation.

13. Indemnity. Contractor agrees to indemnify and hold the Foundation, its officers, directors, employees and agents harmless from each and every claim, suit, judgment or damage to, or for injury or death to, any person or persons, to the extent same is caused by or arising out of or in connection with the breach of this Agreement by Contractor, the negligence or wrongful misconduct of Contractor, any failure of Contractor to comply with applicable laws, rules, regulations or orders, including those described in Section 10, or any misrepresentation by Contractor.

14. Termination.

(a) Termination for Cause. This Agreement may be terminated by the Foundation prior to its expiration if Contractor, for any reason, fails, refuses or is unable to provide the Services following reasonable notice from the Foundation and a ten-day opportunity to cure.

(b) Termination for Breach by Contractor. This Agreement may be terminated by either party (the “Terminating Party”) prior to its expiration if the other party (the “Breaching Party”) breaches any provision of the Agreement. In that case, the Terminating Party may pursue all remedies available at law and in equity and may seek and obtain

¹ NTD: Delete if not applicable.

injunctive relief against the breach or threatened breach of the Breaching Party's obligations under this Agreement.

(c) **Termination with Notice.** Either party may terminate this Agreement at any time upon thirty (30) day's written notice.

Upon termination of this Agreement for any reason, the Foundation shall pay to Contractor all accrued compensation (as set forth in Section 4) payable in respect of periods prior to the effective date of such termination, and each party shall return to the other all Work Product, papers, materials and property of the other held by such party in connection with the performance of this Agreement. Contractor shall be required to furnish a report setting forth the status of all activities under the Agreement including, but not limited to, the work completed and the payments received by Contractor and such other information as the Foundation may require.

15. **Non-Exclusive Agreement.** Under no circumstances shall this Agreement be construed or interpreted as an exclusive dealing agreement. The Foundation and its affiliates are free at any time to contract for the same or similar Services with any other party, or to perform such Services itself.

16. **Governing Law.** This Agreement shall be governed by the laws of the State of Alabama as to all matters, including but not limited to matters of validity, construction, effect and performance, without regard to conflict of law principles.

17. **Forum and Venue.** All actions regarding this Agreement shall be forumed and venued in a court of competent subject matter jurisdiction in Montgomery County, Alabama.

18. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

19. **Conflict of Provisions.** Should it be determined that a provision within this Agreement conflicts with a provision set forth in **Exhibit A**, then the language of **Exhibit A** shall control.

20. **Notices.** All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

In case of the Foundation, to:

Alabama Military Stability Foundation
P.O. Box 242761

Montgomery, AL 36104

With a copy to:

Balch & Bingham LLP
1901 Sixth Avenue North
Suite 1500
Birmingham, Alabama 35203
Attn: Daniel J. Ruth
Telephone: (205) 226-8729
Email: druth@balch.com

In case of Contractor, to:

[CONTACT INFORMATION]

Notwithstanding the foregoing, ordinary communications regarding the status of services being provided by Contractor may be sent by electronic mail to the designated representatives of the Foundation and Contractor.

21. Assignment. Contractor may not assign the whole or any part of this Agreement without obtaining the prior written consent of the Foundation.

22. Counterparts. This Agreement may be executed in two or more counterparts (delivery of which may be by facsimile or via email as a portable document format (.pdf)), each of which will be deemed an original, and it will not be necessary in making proof of this Agreement or the terms of this Agreement to produce or account for more than one of such counterparts.

23. Entire Agreement. This Agreement and its exhibits contains the entire agreement between the parties with respect to the subject matter hereof and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.

24. Modification of Agreement. This Agreement may not be changed orally, but may be changed by agreement in writing signed by both parties.

25. Forbearance. No act of forbearance or failure to insist on the prompt performance by Contractor of its obligations under this Agreement, either express or implied, shall be construed as a waiver by the Foundation of any of its rights hereunder.

26. Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first written above.

[CONTRACTOR]

By: _____
[NAME]
[TITLE]

MILITARY STABILITY FOUNDATION

By: _____
[NAME]
[TITLE]

Exhibit A
Services

Scope of Work

Dates of Service

Budget

Exhibit B
[Grant Agreement NO. _____]