

REQUEST FOR PROPOSALS CITY OF HOMEWOOD COMPREHENSIVE PLAN

SCHEDULE

RFP Issue Date: Monday, April 14, 2025

Questions Due: Monday, April 21, 2025 by 5 PM (CST)

Answers to Questions posted: Monday, April 28, 2025 by 5 PM (CST)

Proposals Due: Wednesday, May 14, 2025 by 5 PM (CST)

Notice of Short Listing: Wednesday, June 4, 2025

Short-List Interviews: Late June – mid July, 2025

Notice of Award: Late July / early August 2025

Negotiate Scope of Work / Fee: August – September 2025

Notice to Proceed: November 1, 2025

Begin Public Input: February 2026

QUESTIONS / INQUIRIES

Please send an email to Lindsay Puckett, RPCGB Principal Planner, at lpuckett@rpcgb.org. No phone calls please.

- Questions will be taken until Monday, April 21, 2025 at 5:00 pm (CDT).
- Responses will be posted by Monday, April 28, 2025 at 5:00 PM (CDT) to https://www.rpcgb.org/requests-for-proposalsqualifications
- The names of the companies/firms submitting the questions will remain anonymous when the questions and answers are posted.

SUBMISSION

- Responses will be received electronically only until 5:00 pm (CDT) on Wednesday, May 14, 2025.
- Email an electronic file to lpuckett@rpcgb.org. It is acceptable to send a link to the PDF using Dropbox, Google Drive or similar file-sharing software in case the PDF is too large to include as an email attachment. Hard copies will not be accepted.
- Proposal Packages should not exceed 12 pages (excluding the cover page and the required attachments).

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SECTION 1: GENERAL PROJECT NEED AND BACKGROUND

The <u>Regional Planning Commission of Greater Birmingham (RPCGB)</u> is seeking proposals from qualified consulting firms (or teams of firms) to develop a new citywide Comprehensive Plan for the <u>City of Homewood</u> in Jefferson County, Alabama. The plan should reflect the City's vision, values, and priorities while addressing key topics such as land use, housing, transportation, economic development, infrastructure, public services, and community engagement.

In September 2024, residents in the City of Homewood voted to approve a new Council-Manager form of government. The change goes into effect November 1, 2025. This new setup will reduce the number of council members from eleven to four, each representing one of four newly drawn Wards (see Figure 1). The city manager will oversee day-to-day operations, working closely with the mayor and council to ensure the city runs smoothly.

As the city's form of government moves to a Council-Manager form, an updated vision for the City will be important to guide this transition, as well as to inform capital improvement investments, gaps in public services and future land use decisions. The last Homewood Master Plan was adopted in 2007. Since then, the City has grown from 25,000 people in 2007 to approximately 28,000 people. This growth has led to shifts in demographics, housing, economic development, infrastructure needs, transportation patterns, community services, and environmental concerns. It has also brought new challenges and opportunities related to land use, public safety, and preserving the city's unique character and quality of life.

The new plan will be comprehensive in scope incorporating elements of land use, zoning, housing, transportation, public services and economic development into a coordinated vision and implementation program that will identify short, medium and long-term projects for public and private investment in the City for the next 5-10 years. The plan will also focus on the unique needs and desires expressed by residents in each of the City's four Wards.

The RPCGB is issuing this RFP on behalf of the City of Homewood because the City is utilizing the RPCGB's Building Communities Grant Program to fund the project. Under the grant program, the City will pay for 20% of the total project cost and the remaining 80% funding for the project will be provided from federal surface transportation dollars (which have already been secured for the program).

For this project, certified planners from the RPCGB will work as an extension to the city's staff in the Department of Engineering and Zoning to help guide the process and manage the consultant team that will develop the new Comprehensive Plan.

Anticipated compensation for the project is between \$300,000 - \$350,000 for the consultant team. Please note that a cost proposal is not a required element of this RFP. The project fee will be negotiated with the consulting firm / team that is selected.

The project is anticipated to be developed over an 18-month period after the Notice to Proceed is issued in November 2025.

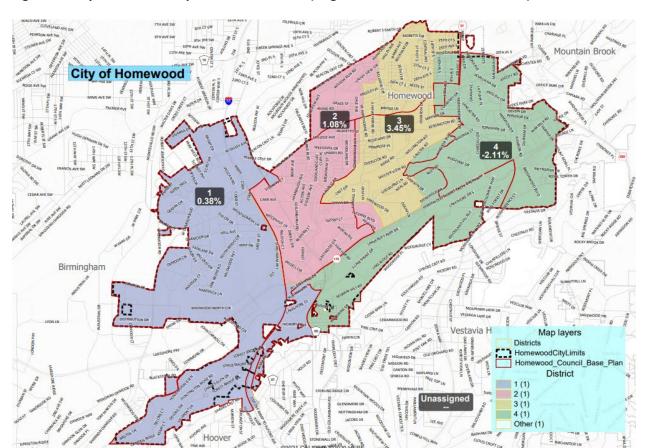


Figure 1: Proposed Ward Map of Homewood, AL (to go into effect November 1, 2025)

SECTION 2: WORK PRODUCT OBJECTIVES

The following describes the specific components that should be included as part of this project:

- Lead and facilitate a robust in-person and online public participation process. The proposal should outline how the consultant team intends to use creative and diverse public engagement methods to maximize public awareness, as well as gather and present information. The City has requested that the public involvement process include the following:
 - Hosting at least three rounds of public meetings in each of the four Wards
 - Meetings throughout the duration of the project with a Steering Committee that will likely be composed of five people from each of the four Wards (including the four Ward Councilors)
- Review and assess existing and current plans, studies and land development regulations to become familiar with prior and current planning efforts and to incorporate relevant plan recommendations into the Comprehensive Plan. Such plans, studies and regulations can be found at https://www.cityofhomewood.com/engineering-zoning:
 - Homewood Master Plan (2007)
 - West Homewood Neighborhood Plan (2013)
 - Heart of Homewood Downtown Master Plan (2018)
 - Transportation Master Plan (2020)
 - Subdivision Regulations (last amended in 2011)
 - Zoning Ordinance (last amended in 2024)
- Compile a detailed analysis of the existing conditions and trends that will provide a baseline for creating the plan.
- Develop a data-driven housing needs assessment to educate City leaders and the public about current and future housing needs in Homewood and help recommend potential solutions to provide housing options that are available for all demographics. The results should be incorporated into future land use recommendations, the Future Land Use Map, and suggested revisions to the Zoning Ordinance.
- Create a new citywide Future Land Use Map to guide future rezoning and land development decisions. This should account for existing Future Land Use Maps, such as that provided in the Heart of Homewood Downtown Master Plan and include changes to those maps where necessary.
- Create a plan that considers both citywide growth concerns and neighborhood-based strategies
 and policies. This will entail developing a set of strategies or recommended actions for
 implementation that are unique to each of the four Wards, as well as policies and programs that
 should be implemented citywide. The strategies and recommendations should cover a range of
 topic areas such as housing, multi-modal transportation, public services and infrastructure,
 recreation, public safety, economic development, etc.
- Conduct a codes assessment that includes a review of current zoning and development regulations and propose changes to reflect the broader vision identified by the Comprehensive Plan. These proposals do not have to include specific edits to codes, but should provide direction to align these codes with the Comprehensive Plan.
- Develop a comprehensive document that provides guidance for decision-making and capital
 investment decisions for elected officials, the city manager, and city departments. This document
 should also serve as a resource for various boards, commissions and committees to support
 informed decision-making and address growth-related challenges within the City.

SECTION 3: CONTENTS FOR PROPOSAL PACKAGES

It is the responsibility of all respondents to examine the entire Proposal Package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a proposal.

General Information

- Proposals should not exceed 12 pages (excluding cover page and the required attachments).
- Please submit electronically only by emailing your Proposal Package in PDF format to Lindsay Puckett at lpuckett@rpcgb.org. It is acceptable to send a link to the PDF using Dropbox, Google Drive or similar file-sharing software in case the PDF is too large to include as an email attachment.
- Hard copies will not be accepted.

The following items must be submitted with each Proposal Package. Failure to include ANY of these items may result in a Proposal Package being rejected.

Cover Letter / Letter of Interest

The cover letter shall:

- Introduce the firm that is leading the proposal and managing the project.
- Describe each partnering firm and their specialized expertise or role on the project.
- Identify the Project Manager.
- Indicate if any of the firms are a party to an outstanding lawsuit against the Regional Planning Commission of Greater Birmingham or the Birmingham Metropolitan Planning Organization.
- Include a signature by a representative of the submitting firm who has authority to negotiate and contractually bind the Company/Firm. Please include name, address, telephone number and email address of that individual.

Personnel Qualifications

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

This section may include, but is not limited to:

- Job descriptions/role within the company
- Individual qualifications (education, years of experience, specializations)
- Descriptions of the relevant experience on similar contracts/projects
- Other detailed qualifications (certifications, licensure, specializations)

Project Approach

The project approach section should include at a minimum:

- Technical approach
- Detailed work plan
- Public engagement strategies
- Project schedule
- Project team organization

Prior Project Experience

Identify projects that demonstrate relevant project experience. The examples should come from relevant team members' experience and should have been performed in the last five (5) years. At a minimum, this section should identify for each project:

- Project title and location note that hyperlinks are allowed to relevant project websites or files
- Role that the firm(s) played on the referenced project please be clear if the role was as a prime consultant or sub-consultant when working on the referenced project
- A brief description of work performed or relevance to this RFP

In addition, contact information for at least three references must be included.

Attachments:

The forms provided in Section 6 of this RFP must be signed by a duly authorized representative and submitted with the proposer's response. The required forms for Attachments A through D only need to be completed by the prime consultant/firm.

Executed copies of:

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

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

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

Proposal Package Structure	
Cover Letter	
Project Team Qualifications	
Project Approach	
Prior Project Experience	
Attachment A: Certification of Non-Collusion	
Attachment B: Certification of Contingent Fees	
Attachment C: Certification of Fair Employment Practices	
Attachment D: Conflict of Interest Disclosure	
Attachment E: Disadvantaged Business Enterprise Certification (if applicable)	

NOTE: Proposal Packages should not exceed 12 pages (excluding the cover page and the required attachments).

SECTION 4: SUBMISSION, EVALUATION, AND SELECTION

Submission

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

<u>Inquiries</u> - Respondents may submit written inquiries for interpretation of this RFP to Lindsay Puckett, Principal Planner, at <u>lpuckett@rpcgb.org</u> no later than Monday April 21, 2025 at 5 PM (CDT). Questions made and answered will be summarized in writing for distribution on the RPCGB website (https://www.rpcgb.org/requests-for-proposalsqualifications) no later than Monday, April 28 at 5 PM (CDT). All questions will remain anonymous. Addendums or amendments to this RFP, if required, shall also be posted to the website.

RPCGB staff will not respond to verbal questions or meeting requests regarding this solicitation. Correspondence related to this RFP is encouraged to reference the appropriate RFP title, page, and paragraph.

<u>Verification of Information</u> - RPCGB staff may verify all information submitted as part of a Proposal Package and must address the specific page and paragraph of the RFP in which the conflict exists. Submission of information deemed to be inaccurate may result in a determination of non-response and a rejection of the proposal.

<u>Exceptions</u> - Any desired exceptions to the terms and conditions of this RFP must be included in the proposal and must address the specific page and paragraph of the RFP in which the conflict exists. A Proposer's preprinted terms and conditions <u>will not</u> be considered as exceptions.

Late Proposals - Late Proposal Packages will not be considered and Company / Firm shall be so notified.

<u>Withdrawal of Proposals</u> - A Proposer (or designated representative) may withdraw their proposal at any time prior to the specified due date and time.

Evaluation Criteria

Response Packages will be reviewed by a committee composed of representatives from the RPCGB and the City of Homewood. Each member of the review committee will evaluate each Response Package against the RFP evaluation criteria that is listed below. For each Response Package, the individual criterion will be ranked on a scale of 1 to 10 and multiplied by its weight factor. Criteria scores will be added together for a total score, with a maximum possible score of 100.

EVAULATION CRITERIA	SCORE	WEIGHT FACTOR
Project Team Qualifications	1 to 10	2.0
Project Approach	1 to 10	5.0
Prior Project Experience	1 to 10	3.0

Short List Interviews

The scores from the written Response Packages will be summed based on the evaluation criteria above to create a short list of Consultant Teams for in-person interviews/presentations. The selection committee has the authority to select the top tier of highly scored Consultant Teams from the Response Packages evaluations and invite them for a short list interview prior to awarding the contract.

In this process, the selection committee will ask the respondents to give an oral presentation of their respective Response Packages. The purpose of this oral presentation is to provide an in-depth analysis of certain qualifications, experience in performing similar services, and an opportunity for the Consultant Team to clarify or elaborate on their technical approach methodology without restating the Response Package to the review committee. The short list interview and presentation is merely to present facts and explanation to the review committee, and not to negotiate any terms of the contract or selection process.

The Consultant Teams will be notified of the specific day and time of their short list interview at least 10 business days prior to the short-list interview. All costs and expenses incurred in traveling for the purpose of the short-list interview and presentation shall be the responsibility of the Consultant Team.

After the short-list interviews, the selection committee will rank each short-listed team as 1, 2, 3, 4, etc. based on the interviews/presentations (i.e. with 1 being the best). The Consultant Team that will be selected for hire will be the one receiving the highest average ranking among the selection committee members.

Please note: The Review Committee will not average the scores from the RFP Response Packages and short-list interview scores. The team's RFP Response Package high score is what will allow the Consultant Team to be invited for the short-list interview. The teams that are invited to the short-list interviews will then be ranked against each other for final selection.

Negotiation and Award of the Contract

Eighty percent of the funding for the City of Homewood Comprehensive Plan project is being provided by the RPCGB through its Building Communities Grant Program, which utilizes federal surface transportation funds. Due to the use of the federal transportation funds for this project, the Alabama Department of Transportation (ALDOT) reserves the right to review the qualifications of any Consultant Team and to approve or disapprove the employment of the same. The RPCGB must use ALDOT's procedure for Selection of Architect and/or Engineering Services

(https://cpmsapps.dot.state.al.us/ConsultantManagement/Docs/Procedure%20for%20Selection%20of% 20Arch.%20and%20or%20Eng.%20Services%20-%20Approved%20(Rev.%2006-24-16).pdf).

Upon selection of the Consultant Team, the RPCGB must submit to ALDOT a copy of the negotiated Scope of Work, the man-day and fee proposal, the draft formal agreement and a certification of final indirect costs. In addition, the firm(s) on the selected Consultant Team will fill out the proper forms to ensure that they are on the ALDOT list of Pre-Qualified Consultants before entering into the formal agreement with RPCGB. After concurrence from ALDOT on the selection of the preferred Consultant Team, the RPCGB will then have the proper approval and authorization to enter into a formal agreement with the Consultant Team for the Comprehensive Plan contract.

Notwithstanding any other provision of this RFP, the RPCGB expressly reserves the right to:

- Waive any immaterial defect or informality
- Reject any or all proposals, or portions thereof
- Reissue a Request for Proposal
- Modify the number and types of data to be collected to meet budgetary limitations
- Cancel the Solicitation

Offer and Acceptance Period

A response to this RFP is an offer to contract with the RPCGB based upon the terms, conditions, scope of services and specifications contained herein. Submitted proposals are deemed an irrevocable offer for ninety (90) days after the date and time of opening.

Respondent's Rights

All materials submitted in response to this RFP become the property of the RPCGB.

SECTION 5: MAJOR CONTRACT PROVISIONS

This section indicates the major terms and conditions a prospective proposer should be aware of in the development of the Proposal Package. This is not "all-inclusive" but contains the major provision that might affect the develop of the Proposal Package.

Payment

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

Taxes

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

Conflict of Interest

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

Performance Standards

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

Cancellation

Failure to perform any or all of the terms, promises and conditions of the contract, including the specifications, may be deemed a substantial breach thereof. Default may be declared at any time if, in the opinion of the RPCGB:

- Consultant fails to adequately perform the services required in the contract;
- Consultant attempts to impose service or workmanship which is of an unacceptable quality; or
- Consultant fails to make progress in the performance of the requirements of the contract, and/or
 gives the RPCGB a positive indication that the Consultant will not or cannot perform to the
 requirements of the contract.

After notice of cancellation, the Consultant agrees to perform the requirements of the contract up to and including the date of cancellation, as though no cancellation had been made, and notwithstanding other legal remedies which may be available to the RPCGB because of the cancellation, agrees to indemnify the RPCGB for its cost in procuring the services of a new Consultant.

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

Contract Termination

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

Availability of Funds

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

Confidentially

Consultant acknowledges that information disclosed to it concerning governmental operations during performance of a contract is confidential and/or proprietary and shall not be disclosed to third parties without prior written consent of those governments.

Consultant shall establish and maintain procedures and controls for the purpose of assuring that no information in its records or obtained from jurisdictions and governmental entities in carrying out its functions under the contract shall be used or disclosed by it. The RPCGB reserves the right to review such procedures to ensure acceptability. Persons requesting such information should be referred to the RPCGB. All proprietary information and all copies thereof shall be returned to the RPCGB upon completion of the work for which it was obtained or developed.

Removal of Contract Employees

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

Contract Term

The term of any resultant contract shall commence on the date of Notice to Proceed, unless terminated, canceled, or extended as otherwise provided herein.

Contract Extension

The RPCGB reserves the right to extend the contract period for 31 days beyond the stated expiration date. In addition, by mutual written agreement, any contract may be extended for supplemental periods up to a maximum of 120 days.

Insurance

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

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

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

SECTION 6: REQUIRED ATTACHMENTS

The following forms (attached hereto) must be signed by a duly authorized representative and submitted with the proposer's response. The required forms for Attachments A through D only need to be completed by the prime consultant/firm.

Attachment A: Certification of Non-Collusion
Attachment B: Certification of Contingent Fees

Attachment C: Certification of Fair Employment Practices

Attachment D: Conflict of Interest Disclosure

Attachment E: Disadvantaged Business Enterprise (DBE) Certification

ATTACHMENT A: CERTIFICATION OF NON-COLLUSION

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

(1)		submitted independently and without consultation ng, or agreement with any other Proposer or potentia		
(2)	·	nade to induce any firm or person to refrain from bidding		
(3)	This proposal is made in good faith and not pursuant to any agreement or discussion with inducement from, any firm or person to submit a complementary or other noncompeti application.			
(4)	officers, directors and employees are not currently under investigation by any governmer agency and have not, in the last five years, been convicted of or found liable for any act prohibit by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidd on any public contract.			
	ndersigned attests that he/she is authorizes owners, directors, and officers.	zed to make this certification on behalf of the Proposer		
 Name	and Title/Position of Signatory	Signature		
Name	of Proposer/Firm	Date		
Busine	ess Address			

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ATTACHMENT B: CERTIFICATION OF CONTINGENT FEES

The Proposer acknowledges that no RPCGB assistance has been paid or will be paid on its behalf to any person(s) for influencing or attempting to influence an officer or employee of the RPCGB, member of the RPCGB Executive Committee, an officer or employee of any RPCGB member jurisdictions, or officer or employee of any MPO member jurisdictions in connection with the award of any RPCGB contract, the making of any RPCGB grant or loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any RPCGB contract, grant, loan, or cooperative agreement.

The undersigned attests that he/she is authorized and its owners, directors, and officers.	zed to make this certification on behalf of the Proposer,
Name and Title/Position of Signatory	Signature
Name of Proposer/Firm	Date
Rusiness Address	

ATTACHMENT C: CERTIFICATION OF FAIR EMPLOYMENT PRACTICES

The undersigned states that	(Proposer), by it
employment policy, standards and practices, do	pes not subscribe to any personnel policy which permits o
allows for the promotion, demotion, employme	ent, dismissal, or laying off of any individual due to his/he
race, creed, color, national origin, age, sex, relig	gion, or disability.
The undersigned attests that he/she is authoriand its owners, directors, and officers.	zed to make this certification on behalf of the Proposer
Name and Title/Position of Signatory	Signature
Name of Proposer/Firm	Date
Business Address	

ATTACHMENT D: CONFLICT OF INTEREST DISCLOSURE

Instructions

The RPCGB, in keeping with the State of Alabama Ethics Law, asks that all persons or firms seeking contracts valued at \$50,000 or more complete and submit this form along with their proposal. This requirement also applies to any proposed subcontractors whose portion of the work is valued at \$25,000 or more. Failure to comply with this requirement may cause your proposal to be declared non-responsive.

Questions

1.	Does your firm have an existing relationship any with employee(s) of the RPCGB, and/or member(s) or officer(s) of the Executive Committee or the MPO that could be construed as having a conflict of interest (i.e., financial interest), or which would give rise to a conflict if your firm becomes a recipient of a contract with the RPCGB?
	YES □ NO □
	If "yes," please list the names of employee(s), committee member(s), or officer(s) and the nature of the relationship:
	Name:
	Relationship:
2.	Have you or any member of your firm been an employee of the RPCGB, served as a member of the Executive Committee, or as an MPO officer within the last 24 months?
	YES \(\square\) NO \(\square\)
	If "yes," please list name(s), position(s), and dates of service:
	Name:
	Position:
	Dates of Service:
3.	Are you or any manager(s), partner(s), or officer(s) of your firm related by blood or marriage/domestic partnership to an employee of the RPCGB, Executive Committee member, or MPO officer that is considering your contract proposal?
	YES \(\square\) NO \(\square\)
	If "yes," please list name and the nature of the relationship:
	Name:
	Relationship:

4.	·	members of your firm been a business partner of, employed, e RPCGB, Executive Committee member, or officer the MPO?
	YES □ NO □	
	If "yes," please list name and the	nature of the relationship:
5.	or offered to give on behalf of ano	s), or officer(s) of your firm ever given (directly or indirectly), ther or through another person, contribution(s) (including any current employee of the RPCGB, Executive Committee
	YES □ NO □	
	If "yes," please list name, date gift	or contribution was given/offered, and dollar value:
	Name:	
	Date:	
	Value:	
	undersigned attests that he/she is auth ts owners, directors, and officers.	norized to make this certification on behalf of the Proposer,
 Nam	e and Title/Position of Signatory	 Signature
 Nam	e of Proposer/Firm	Date
 Busir	ness Address	

ATTACHMENT E: COPY OF DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION (IF APPLICABLE)