



Serving the Governments and Municipalities of Blount, Chilton, Jefferson, Shelby, St. Clair, and Walker

REQUEST FOR QUALIFICATIONS

General Planning Assistance for Project Feasibility Assessment and Advanced Planning to Support the RPCGB's Advanced Planning, Programming, and Logical Engineering (APPLE) Program

Issue Date: Monday, January 30, 2012

Responses will be received until: 12:00 p.m. (CDT), Friday, February 24, 2012

**Notice of Award: Monday, March 19, 2012
(or announcement of oral interviews if necessary)**

**One (1) original plus four (4) printed copies of the responses, as well as one electronic copy submitted on a portable USB drive, must be returned in a sealed envelope. The electronic copy will be a portable document file (pdf). The outside of the envelope should be clearly marked:
"APPLE GPC RFQ ENCLOSED."**

Contact: All inquiries regarding this Request for Qualifications should be directed to:

Darrell L. Howard

Telephone: (205)251-8139

e-mail: dhoward@rpcgb.org

RESPONSES SHOULD BE MAILED OR HAND DELIVERED TO:

**Darrell L. Howard, AICP, PTP
Deputy Director of Planning
Regional Planning Commission of Greater Birmingham
1731 First Avenue North, Suite 200
Birmingham, Alabama 35203**

No responses shall be received by facsimile or via electronic mail.

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Part 1 – General Information

About the Regional Planning Commission of Greater Birmingham

The Regional Planning Commission of Greater Birmingham (RPCGB) provides planning services, economic development services and multiple initiatives for six counties and 84 communities throughout central Alabama. The RPCGB administers the Birmingham Metropolitan Planning Organization (MPO) for both Jefferson and Shelby Counties. The RPCGB also administers the Heart of Alabama Rural Planning Organization (HARPO), a transportation consultation process for Blount, Chilton, St. Clair, and Walker Counties.

Purpose

The Regional Planning Commission of Greater Birmingham (RPCGB) invites responses to this Request for Qualifications (RFQs) from qualified professional planning Consultant(s)/Firm(s) or individuals having expertise in:

- Demographic Forecasting and Analysis
- Land Use Planning
- Transportation System Finance Analysis
- Transportation Planning and Engineering, and
- Environmental Planning/Design

The selected Consultant(s)/Firm(s) will serve as General Planning Consultants (GPC) to the RPCGB for the purpose of supporting of the RPCGB's Advanced Planning, Programming, and Logical Engineering (APPLE) program. APPLE is a local assistance program established by the RPCGB whose purpose is to provide aid to local governments located within the Birmingham metropolitan transportation study area (Jefferson and Shelby Counties) for assessing transportation project feasibility in advanced of pursuing federal aid through the metropolitan planning process. It is envisioned that the APPLE program will result in the development of Advanced Planning Reports (APRs) that inform the local government's decision-making process, enabling the potential project sponsor(s) to better understand the potential benefits, costs, and risks associated with specific transportation projects. In understanding the potential benefits, costs, and risks, the local government might (a) determine whether or not they want to pursue the project, (b) better define the project's purpose and need, (c) determine a clear project scope, and (d) determine whether or not it is feasible to pursue federal funding assistance.

The Consultant(s)/Firm(s) will provide services to the local government, under contract to the RPCGB, serving as an extension of RPCGB staff. Projects may range from assessing the feasibility of developing new roadway alignments and extensions, to evaluating the practicality of adding sidewalks and other non-motorized facilities to an existing transportation network. It is anticipated that work activities will include planning and engineering tasks, effective communications with technical and lay persons within local government, and limited public outreach. The RPCGB expects as key outcomes of this planning effort, thorough consideration of the environmental, social, and financial impacts that multimodal transportation strategies and/or solutions will pose to those local communities that will be served by proposed transportation projects. Additionally, the analysis outcomes should inform the project development process, to include potential environmental documentation, about the methodologies and/or strategies to best avoid and/or mitigate effects of proposed

transportation projects. This is especially true of those projects that may conflict with the communities' values, and long term goals and objectives...

The purpose of this RFQ is to identify qualified Consultant(s)/Firm(s) with which the RPCGB might establish agreements in a prompt and efficient manner for the purchase of professional services for specific tasks and work products associated with the development of Advanced Planning Reports (APRs) to support the APPLE program. This includes small businesses as well as traditionally disadvantaged, minority, woman-owned, and veteran business enterprises. Because of the nature of the anticipated work, the RPCGB believes that it will be more effective and/or more efficient to contract with individual Consultant(s)/Firm(s).

The RPCGB intends to award an initial contract for work during FY 2012, in which the scope will be directly related to the development of individual project feasibility assessments that result in the development and publication of APR documents. The scope of work for individual projects will be determined by the needs of the local government participants in the APPLE program. A generalized scope of work that provides an overview of the entire regional transportation plan update project is included in **Part 2 - Scope of Work** in order that prospective Consultant(s)/Firm(s) might better understand the types of tasks and work products for which the RPCGB is seeking assistance.

RPCGB anticipates that any continuing contracts resulting from this RFQ will be valid for a period of 3 years from the date that the contracts have been executed by the RPCGB. It is expected that work tasks will be assigned to selected Consultant(s)/Firm(s) in FY 2013 and FY 2014 provided that funding is available, that there are sufficient local government participants to the APPLE program and that consultant performance is acceptable.

The RPCGB will select one or more Consultant(s)/Firm(s). However, the decision to select multiple Consultant(s)/Firm(s) will be based on the quality of the responses received and the RPCGB's identified technical needs. The selected Consultant(s)/Firm(s) will be invited to submit a scope of work activities, cost estimates/budgets, and a description of deliverables in response to specific regional transportation plan tasks. The RPCGB will provide the Consultant(s)/Firm(s) with detailed task descriptions and expectations for deliverables.

If multiple Consultant(s)/Firm(s) are selected, the RPCGB intends to equitably assign work tasks. However, the RPCGB makes no guarantee that those Consultant(s)/Firm(s) selected as a part of this procurement process will receive work.

Qualifications

Qualified firms or individuals must demonstrate:

1. Familiarity with the metropolitan planning process, and particularly, the Birmingham metropolitan planning organization.
2. Experience in conducting project feasibility analysis for transportation projects.
3. Experience with the environmental process.
4. Experience in developing and managing stakeholder outreach and input processes.
5. Experience in estimating project costs.

Instructions for Submissions

All responses to the RFQ will be received by the RPCGB until **12:00 p.m. CDT, Friday, February 24, 2012**. Responses must arrive at the Regional Planning Commission of Greater Birmingham, 1731 First Avenue North, Suite 200, Birmingham, Alabama 35203, on or before the aforementioned date.

One (1) original plus four (4) printed copies of the responses, as well as one electronic copy submitted on a portable USB drive, must be returned in a sealed envelope. The electronic copy will be a portable document file (pdf). The outside of the envelope should be clearly marked **"APPLE GPC RFQ ENCLOSED."** No response shall be received by facsimile or via e-mail. Responses may not be withdrawn after the time for them to be submitted has passed. All responses must remain in effect for 90 days from the date of response. Respondents that take exception to the specifications and which do not provide a complete response will be considered non-responsive and will be rejected. Any cost incurred in the preparation of a response or presentation will be borne by the consultants/firms.

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 the RPCGB does not award advanced standing for such business classifications, DBE firms are requested to submit evidence of such classification with their response.

Limitations

This request for qualifications does not bind the RPCGB or the Birmingham MPO, in any way, neither to enter into contractual agreement nor negotiate for the aforementioned professional services as described herein. The RPCGB will develop a short list of firms who have been determined to meet the qualifications as specified herein. These firms may be invited to participate in negotiations, and to submit technical or other revisions to responses as may result from such negotiations.

RPCGB reserves the right to reject any or all responses, to negotiate with selected consultant(s)/firm(s), to request additional information, and/or to negotiate a contract deemed in the best interest of the RPCGB. RPCGB also reserves the right to award this contract based on initial proposals received without formal interviews and to award all or part of this project to one or more firms. This selection process will conform to all applicable federal, state, and agency requirements for consultant selection.

Inquiries

Respondents may submit written inquiries for interpretation of this Request for Qualifications to the RPCGB. A response will be given to written inquiries if received by 5:00 PM Friday, February 10, 2012. Written answers to questions, which are pertinent to an understanding of the RFQ, will be made available at <http://rpcgb.org/about-the-rpcgb/doing-business/> on Friday, February 17, 2012 by 4:00 p.m. (CDT). RPC staff will not respond to verbal questions or meeting requests regarding this solicitation.

The RPCGB will issue a response to any inquiry if it deems it necessary, by written amendment to the Solicitation, issued prior to the Solicitation Closing Date & Time. The Respondent shall not rely on any representation, statement or explanation other than those made in this Solicitation document or in any amendments issued. Where there appears to be a conflict between this Solicitation and any amendment issued, the last amendment issued shall prevail.

Addendum or amendments to this RFQ, if required, shall be made available at www.rpcgb.org. All inquiries should be submitted to Regional Planning Commission of Greater Birmingham ATTN: Darrell Howard, 1731 1st Avenue North, Suite 200, Birmingham, Alabama 35203 or E-Mail to dhoward@rpcgb.org

Submitters may withdraw their Response by notifying the RPCGB in writing at any time prior to March 19, 2012. Submitters may also withdraw their Response in person or through an authorized representative. To withdraw a response, a submitter or authorized representative must disclose its identity and provide a signed letter for which a written receipt will be provided. Responses, once opened, become the property of the RPCGB and will not be returned to the submitters. Upon opening, responses become "public record" and shall be subject to public disclosure.

Licenses and Certificates

The RPCGB reserves the right to require proof that the Respondent is an established business and is abiding by the ordinances, regulations and laws of the State of Alabama, such as, but not limited to, occupational licenses, business licenses, and Alabama sales tax registration, and Federal Employers Identification Number.

Each Respondent must be licensed to do business in its area of expertise. Each firm shall submit with its proposal a copy of such required licenses and shall maintain the appropriate licenses and certificates during the term of the contract and any extensions. Failure to maintain these requirements shall be cause for immediate termination of the contract.

Respondent's Responsibility

A Respondent, by submitting a letter of interest, represents that:

- The Respondent has read and understands the Request for Qualifications (RFQ) and their response is made in accordance therewith; and
- The Respondent is familiar with the local conditions under which this contract must be performed.
- The Respondent possesses the capabilities, resources and personnel necessary to provide efficient and successful service to the RPCGB; and
- It is understood and the Respondent agrees that the Respondent shall be solely responsible for all services provided.

It is the responsibility of the Respondent to verify the completeness of their Submittal; that it meets the requirements of this solicitation, and that it suitably meets the intent of this solicitation.

It also is the Respondent responsibility to ensure receipt of all amendments and substitute RFQ Forms. Further, it is the Respondent's responsibility to verify with the RPCGB, prior to submitting their response, that all amendments have been received. The Respondent shall submit the RFQ form entitled "**AMENDMENT ACKNOWLEDGMENT FORM**", with their response.

Additional Federal Clauses

The Respondent agrees to comply with all federally required clauses identified in Appendix A.

Contract Award

Once the selection process is complete, the RPCGB intends to contract with the selected General Planning Consultant(s)/Firm(s) (GPC) for a period of three (3) years, with the option to extend the contract for up to

one (1) additional year. As structured, the RPCGB/GPC contract or contracts will not include Scopes of Work or contract amounts; instead, scopes and costs will be determined by individual task orders.

Any and all contract award(s) shall have the prior review and approval of the Alabama Department of Transportation (ALDOT). The ALDOT reserves the right to review the contracts and qualifications of any consultant/firm and to approve or disapprove the employment of the same. Contracting will be in accordance with the requirements of 23 CFR Part 225 and Attachment O to OMB Circular No. A-87.

Part 2 - Scope of Work

Introduction

The Regional Planning Commission of Greater Birmingham (RPCGB) is the administrating agency for the Birmingham Metropolitan Planning Organization (MPO) which services both Jefferson and Shelby Counties. The RPCGB also administers the Heart of Alabama Rural Planning Organization (HARPO), a transportation consultation process for Blount, Chilton, St. Clair, and Walker Counties.

The RPCGB seeks to engage a General Planning Consultant(s) (GPC) to support the RPCGB's Advanced Planning, Programming, and Logical Engineering (APPLE) program. APPLE is a local assistance program established by the RPCGB whose purpose is to provide aid to local governments located within the Birmingham metropolitan transportation study area (Jefferson and Shelby Counties) for assessing transportation project feasibility in advanced of pursuing federal aid through the metropolitan planning process.. The Consultant(s)/Firm(s) will provide services to the local government, under contract to the RPCGB, serving as an extension of RPCGB staff in order to aid the local government evaluate the feasibility potential transportation projects. The APPLE program will result in the development of Advanced Planning Reports (APRs) that inform the local government's decision-making process, enabling the potential project sponsor(s) to better understand the potential benefits, costs, and risks associated with specific transportation projects. In understanding the potential benefits, costs, and risks, the local government might (a) determine whether or not they want to pursue the project, (b) better define the project's purpose and need, (c) determine a clear project scope, and (d) determine whether or not it is feasible to pursue federal funding assistance.

This will be accomplished by the Consultant(s)/Firm(s) providing aid to RPCGB staff in the development of planning studies, production of required documents, technical support and reviewing other studies or activities deemed to be important to the scenario development process.

The selected Consultant(s)/Firm(s) will provide both general and technical planning services in relationship to public involvement, land use, and transportation, to include but not be limited to:

- **Transportation Engineering/Planning** - To identify and evaluate the feasibility of a range of potential transportation infrastructure improvements and services
- **Subarea/Corridor Planning** - To determine potential impacts of transportation infrastructure improvements to the overall transportation corridor and the adjacent communities
- **Performance Measures** - To evaluate the cost effectiveness of various alternatives to meet specific goals
- **Environmental Planning/Engineering** - To assess the impacts that certain improvements might have on natural, historic, and cultural resources located on either public or private property, and
- **Financial Evaluations** - To assess the feasibility of financing alternatives

Anticipated work will involve conducting project feasibility assessments of potential transportation projects and the presentation of the feasibility assessments results within an Advanced Planning Report (APR). The scope of work for individual projects will be determined by the needs of the local government participants in the APPLE program. Projects may range from assessing the feasibility of developing new roadway alignments

and extensions, to evaluating the practicality of adding sidewalks and other non-motorized facilities to an existing transportation network.

Part 3 – Evaluation Criteria

General

Failure to provide the required information will disqualify any such Submittal as nonresponsive and such submittal will not be considered. The RPCGB will disqualify any submittal that makes exaggerated or false statements or fails to meet any of the mandatory requirements.

The RPCGB is under no obligation to retain the services of a consultant for any or all projects described herein. Furthermore, the RPCGB reserves the right to modify, alter, or change the scope of projects indicated.

Evaluation Criteria

The RPCGB shall evaluate the submitted responses. Evaluation criteria that will be considered in reviewing the qualifications of Consultant(s)/Firm(s) to determine if they are qualified are presented below. The relative weights of each evaluation criteria (in terms of total points) are shown in parentheses.

1. **Project Understanding** (30pts) - Respondent's familiarity with the metropolitan planning process; the Birmingham metropolitan planning area and the planning area's transportation needs, and; expressed understanding of the characteristics and parameters of the RPCGB's expectation for individual project tasks and the desire for the overall project outcomes
2. **Staff Qualifications** (15pts) - Qualifications of the Respondent's staff members/team members who would be directly involved in all elements of the work
3. **Firm Capacity** (20pts)- Capacity of the Respondent to supply all of the major disciplines necessary to perform and/or support all desired elements of the project as specified in the Scope of Work
4. **Firm Experience** (15pts) - The Respondent's experience with:
 - Projects of similar scope and size
 - Other government clients
 - Working together and/or with other consultants
5. **Past Project Performance** (10pts) - Past performance on the development of plans, projects, and related tasks, as well as the capability to perform on schedule and within budget. References will be taken into consideration
6. **Accessibility** (10pts) - A local base of operations or capability of branch or local office to perform the work independently or receive adequate and timely support from a non-local base (if applicable)

Responsive Submittals will be evaluated and ranked based on the Evaluation Criteria listed above. Submittal scores are based on a point total and not a percentage factor. Submittal scores will be compiled by RPCGB staff into a composite ranking to be used to inform the RPCGB's development of a shortlist of Consultant(s)/Firm(s). Depending on the number and quality of the responses received, the RPCGB may choose to require public presentations in order to assist with the development of shortlisted Consultant(s)/Firm(s). If conducted, the presentations will be brief, and will focus on the Consultant(s)/Firm(s)'s qualifications, project understanding, and ability to furnish the required services. At the end of the selection process, the RPCGB will identify the firm(s) with which it would like to work.

The evaluation of submittals and the determination of conformity and acceptability shall be the sole responsibility of the Regional Planning Commission of Greater Birmingham. The RPCGB shall be the sole judge of its own best interests with regard to Statements of Qualification and any resulting negotiated agreement(s), and may at its sole discretion reject a submittal or qualify a submittal. Such determination shall

be based on information furnished by the respondent, as well as other information reasonably available to the RPCGB.

Other Evaluation Criteria

The RPCGB may make such investigations as it deems necessary to determine the ability of the respondent to perform the services. The respondent shall furnish the RPCGB all such information for this purpose as the RPCGB may request before and during the RFQ period.

The RPCGB reserves the right to make additional inquiries, conduct interviews with some or all Respondents, make site visits, obtain credit reports, or any other action it deems necessary to fairly evaluate all Submittals.

Award of Contract

Notwithstanding any other provision of this RFQ, 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, and/or
- Cancel the Solicitation.

Offer and Acceptance

A response to this RFQ implies that there is willingness on the part of the Respondent to contract with the RPCGB based upon the terms, conditions, scope of services, and specifications herein. Proposals are irrevocable for one-hundred eighty (180) days after the proposal opening time and date.

Work Assignments

The RPCGB may solicit proposals from the consultants/firms for individual work assignments related to the tasks as described in the Scope of Work. However, the RPCGB reserves the right to assign work directly the consultants/firms based on the consultants/firms unique qualifications, availability, and or costs. All tasks associated with the project will be defined in detail and assigned to the Contractor(s) via a series of Executed Task Orders. Once assigned a task, the consultant/firm will perform or cause to be performed those services described in the Executed Task Orders in accordance with all laws, regulations, applicable codes, and with the provisions of this Agreement. The RPCGB makes no guarantee that consultants/firms will be assigned work under this project. However, the RPCGB will endeavor to provide equitable opportunities for work.

The consultants/firms, in coordination with the RPCGB, shall upon initiation of an Executed Task Order, develop a schedule that identifies the estimated completion date of the Executed Task Order assignments. The consultants/firms shall endeavor to complete the services described in the Executed Task Order in an expeditious and timely manner.

Assignment costs shall be determined in accordance with the Executed Task Orders and the consultants/firms' approved Hourly Rate Schedule.

Respondent's Rights

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

Part 4 – Instructions for Preparing Statements of Qualifications

Basic Instructions

Respondents shall provide documentation that demonstrates their ability to satisfy all of the minimum qualifications requirements. Respondents who do not meet the minimum qualification requirements or who fail to provide supporting documentation and/or affidavits as specified herein will be deemed non-responsive. If a prescribed format or required documentation for the response to minimum qualification requirements is listed below, Respondents must use said format and supply said documentation to be considered responsive.

The Response shall be submitted according to the format set forth below. The Qualifications Response, which is also detailed below, should be used by the Respondent as a guide for presenting requested information and addressing each item on a point-by-point basis. To the extent that an organization is comprised of one or more persons or business entities, information relative to each member of such “team” shall be provided. In addition to the information requested in the Respondent Qualification, the Respondent shall provide information to supplement the Respondent Qualification to include all of the required documents and affidavits.

Response Format

The response shall be typewritten on 8 ½ x 11 inch white paper. Pages shall be secured by staple, cerlox binding or similar closures. Proposals shall be organized according to Contents of Qualifications Response shown below. The Contents of Qualifications Response shall be separated by a tab indicating the Qualifications Response element.

All pages are to be consecutively numbered. If a form is provided and there is insufficient space for a response on a form, the response may be continued on a blank page immediately following the form. The additional pages are to be numbered the same as the form with the addition of the letter “a” “b” “c” etc. If a form is provided and additional forms are needed, the form may be copied. The copied pages are to be numbered the same as the form with the addition of the letter “a” “b” “c” etc.

Submittals shall be complete and unequivocal. In instances where a response is not required, or is not applicable or material, a response such as “no response is required” or “not applicable” is acceptable.

Contents of Qualifications Response

Letter of Interest. The statement of qualifications must name all persons or entities interested in providing General Planning Consultant services as described in the Scope of Services. The response will contain a letter of interest that declares that the Respondent is submitting the response without collusion with any other person or entity submitting a response pursuant to this solicitation. Letters should not contain links to other Web Pages, are not to exceed two (2) pages in length and will include at a minimum the following information in the following format:

1. Name, Address and Contact Information for the submitting person or entity;
2. Organization Profile and Qualifications - This section of the letter must describe the proposing firm, including the size and range of activities of the organization. This section must also identify the primary individuals responsible for supervising the work, including their titles and/or their classifications;

3. If the response is being submitted to qualify a “team”, the names of the sub-consultant(s) that may be used for the project.

In short, the Letter of Interest shall apprise the reader of the basic services offered, experience and qualifications of the Respondent, staff, subcontractors, sub-consultants, and/or suppliers.

Letters of Interest shall be signed by a representative of the Respondent who has authority to negotiate and contractually bind the consultant/firm. The Letter of Interest also shall provide the address, and telephone number of the individual(s) with authority to negotiate and contractually bind the consultant/firm.

Table of Contents. The table of contents should outline, in sequential order, the major areas of the Qualifications Response as shown herein. All pages of the Qualifications Response, including enclosures, must be clearly and consecutively numbered and correspond to the table of contents.

Statement of Project Understanding. The response shall include a brief Statement of Project Understanding. This Statement of Project Understanding is a summary of the Respondent’s general understanding of the project, its purpose, expected outcomes, benefits, and challenges.

Statement of Organization. Respondents shall include within their Submittal a Statement of Organization. The Statement of Organization should include the following information:

1. **Business Description**

Respondents should provide a description of the company/firm to include:

- a. Legal Name of Respondent and D.B.A. (if applicable)
- b. Previous Business Name (if applicable)
- c. Form of Respondent (Corporation, Partnership, Joint Venture, LLC., Other)
- d. Years in Business (under current business name)
- e. Years of Experience Providing Successful Planning Services to Governmental Entities
- f. States and Categories that the Respondent is Legally Qualified to Do Business
- g. Listing of All Contractors (including subcontractors) that will Participate with the Respondent on this Project (include specific areas of performance)

2. **Qualifications and Assurances Professional Biographies**

Respondents must include a statement of qualifications and all required certification and assurances.

- **General Statement of Qualifications, Experience, and Competence.** Information must be included that summarizes and documents the Respondent’s qualifications and recent experiences with comparable projects that are similar in both size and scope to the tasks contained in this RFQ’s Scope of Work. Respondents shall include a list of all relevant projects undertaken and/or completed within the last two (2) years and the timeliness in which they are being completed and/or were completed, as well as any other information called for by this RFQ which the Respondent deems relevant. At a minimum, the General Statement of Qualifications, Experience, and Competence should identify for each project the Respondent has work on:

- a. A brief description of the work performed by the Respondent
- b. Specification of the role that the Respondent played on the referenced project
- c. The client name, address, telephone number, and both the name and email address for a current contact
- d. The contract period and duration
- e. A statement or notation as to whether the Respondent was a prime contractor or subcontractor, sub-consultant, or supplier; and
- f. The result/outcome of the project

. The Respondent shall also provide a description of the subcontractors, sub-consultants, and/or suppliers, their background/history, and their relevant work experience

- **Personnel Qualifications.** Respondents must identify and summarize the relevant experience of key personnel who are anticipated to actually perform work for the anticipated contractual services. Key personnel includes, but is not limited to, all partners, managers, seniors and other professional or technical staff that will perform work on the project and/or are expected to bill time to the project. This should include:
 - a. Job descriptions/role within the company
 - b. Individual qualifications (education, years of experience, specializations)
 - c. Descriptions of the relevant experience on similar contracts/tasks
 - d. Functions anticipated to be performed on this project
 - e. Other detailed qualifications (certifications, licensure, specializations)
- **References.** Respondents shall provide names and addresses of a representative list of clients/references with which the Respondent has performed similar work. References shall include a contact person, current telephone number, and current email addresses.
- **DBE Certification.** (if applicable)

3. **Statement of Financial Stability**

Respondents shall provide a statement in writing, signed by a duly authorized representative, stating the present financial condition of the Respondent, and disclosing information as to Respondent's involvement in any current bankruptcy proceedings.

The Statements of Financial Stability shall be signed by a representative of the Respondent who has authority to negotiate and contractually bind the consultant/firm.

4. **Statement of Litigation History**

Respondents shall provide a statement describing any prior or pending litigation or investigation, either civil or criminal, involving a governmental agency or political subdivision thereof or which may affect the performance of the services to be rendered herein, in which the Respondent, any of its employees, subcontractors or subconsultants is or has been involved within the last five (5) years.

The Statement of Litigation History shall be signed by a representative of the Respondent who has authority to negotiate and contractually bind the consultant/firm.

Attachments. Respondents shall demonstrate their expertise and ability to perform the tasks contained in the Scope of Services. The Respondent shall prepare a one (1) page attachment for each task contained in the Scope of Services. The attachment will contain the following information:

1. **Relevant Past Experience**

This section of the response should highlight the Respondent's successes in developing plans and conducting similar projects to those identified in this solicitation's Scope of Work.

2. **Scope of Services**

This section of the response should include:

- a. A brief explanation of the Respondent's familiarity with the MPO planning process
- b. Their familiarity with the Birmingham metropolitan planning area and the planning area's transportation needs, and
- c. An expressed understanding of the project characteristics and parameters of the RPCGB's expectation for individual project tasks
- d. An expressed understanding of the RPCGB's desires for the overall project outcomes, and
- e. A sound technical approach for satisfying the project's Scope of Work, particularly describing the emphasis that will be placed on project activities, specific methodologies, and work products.

3. **Previous RPCGB Experience**

The response should list any and all contracts the Respondent has performed for the RPCGB either as a prime contractor or as a subconsultant.

4. **Other Experiences**

This section of the response will allow the Respondent to describe any other relevant experiences related to the Work or Services described in the section entitled Scope of Services.

Affidavits and Acknowledgements. Respondent shall complete and submit all affidavits, forms, certifications and acknowledgments set forth in this solicitation.

Part 5 – Major Contract Provisions

This section indicates the major terms and conditions a prospective Proposer should be aware of in the development of a proposal. This list is not "all-inclusive" but contains the major provisions that might affect the development of a proposal.

- 5.1 **Payment** - Payment will be made in arrears only after submission of proper invoices to the RPCGB. The contract for this project is to be a fixed price type. Billing shall represent all work completed prior to the invoice date, less a 10 percent retainage to be paid upon completion and acceptance of the project. The invoice shall identify the description of work performed at the contract rates, and individuals performing the services. 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.
- 5.2 **Taxes** - The Regional Planning Commission of Greater Birmingham is exempt from Federal Excise Tax, including the Federal Transportation Tax. Exemption certificates will be furnished upon request.
- 5.3 **Conflict of Interest** - The RPCGB reserves the right at any time to preclude offering a work assignment to a Contractor should a real, apparent or potential conflict of interest exist as determined by the RPCGB.
- 5.4 **Performance Standards** - The RPCGB, on behalf of the Birmingham MPO, relies upon the Contractor to provide services in accordance with a contract and the performance standards set for each work assignment. The Contractor agrees that time is of the essence, and that contractual commitments shall be met.
- 5.5 **Delivery of Data and Work Products** - Unless specified otherwise, the final embodiment of deliverables (maps, charts, tools, reports, etc.) will be delivered in an electronic format to include editable originals, linked supporting graphics and images, and final portable document format (pdf) files. All data and work product shall be delivered to the RPCGB project management in hard copy as well as electronically.
- 5.6 **Ownership of Data and Work Products** - All deliverables and/or other products of the contract (including but not limited to all procedures, solicitation packages, reports, records, summaries, software documentation, original data, GIS data original and derived, another matter and materials gathered, prepared and/or developed by the Consultant in the performance of this contract) shall be the sole, absolute, and exclusive property of the Regional Planning Commission of Greater Birmingham, free from any claim or retention of rights thereto on the part of the Consultant, its agents, its subcontractors, officers, or employees. No data acquired from or via the RPCGB may be used by the GPC(s) for any other projects.
- 5.7 **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:
 - The Contractor fails to perform adequately the services required in the contract;
 - The Contractor attempts to impose on the RPCGB service or workmanship which is of an unacceptable quality; or
 - The Contractor fails to make progress in the performance of the requirements of the contract, and/or gives the RPCGB a positive indication that the Contractor will not or cannot perform to the requirements of the contract.

After notice of cancellation, the Contractor 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 Contractor.

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

- 5.8 **Contract Termination** - The RPCGB by written notice may terminate the contract, in whole or in part, when it is deemed in the best interest of the RPCGB. If the contract is so terminated, the Contractor will be compensated for work performed up to the time of the termination notification. In no event shall payment for such costs exceed the current contract price.
- 5.9 **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 contractor may only be reimbursed for the reasonable value of any non-recurring costs incurred 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.
- 5.10 **Confidentiality** - The Contractor acknowledges that information disclosed to it concerning governmental operations during performance of a contract is confidential and/or proprietary to those governments shall not be disclosed to third parties without the prior written consent of those governments.
- The Contractor 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 RPC upon completion of the work for which it was obtained or developed.
- 5.11 **Removal of Contract Employees** - The Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work. The RPCGB may require that the Contractor remove from the job project employees who endanger persons or property or whose continued employment under this study is inconsistent with the interest of the RPCGB.
- 5.12 **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. Should a contract extension be required, the RPCGB reserves the right to extend the contract for a specific time period beyond the stated expiration date.
- 5.13 **Insurance** - Without limiting its liability, the Consultant 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.

Part 6 – Sample Task Order

TASK ORDER AUTHORIZATION

FOR

Sample Municipality Transportation Project Feasibility Assessment

RPCGB Project No. _____

Task Order No. _____

Task Order Date. _____

Notice to Proceed Date. _____

Task Order Amount
(Authorized Maximum). _____

To: [Project Manager Name]
[Project Manager Title]
[Company Name]
[Company Address 1]
[Company Address 2]
[Phone Number]
[E-mail Address]

Requested By: [RPCGB Project Manager]
[RPCGB Project Manager Title]
RPC of Greater Birmingham
1731 First Avenue North, Suite 200
Birmingham, Alabama 35203
[Phone Number]
[E-mail Address]

SCOPE: As per attached Scope of Work

Invoices related to this Task Order may not exceed the authorized maximum amount of the Task Order without a written change order.

Note: A Task Order Number must be referenced on every invoice.

[Authorized Signature for Consultant]

Date

[Authorized Signature for RPCGB]

Date

CC: _____

Part 7 – Required Forms

Attachment A

Regional Planning Commission of Greater Birmingham

AFFIDAVIT AND INFORMATION REQUIRED OF PROPOSERS

NON-COLLUSION AFFIDAVIT

I hereby swear (or affirm) under penalty of perjury:

1. That I am the Proposer (if the Proposer is an individual), a partner of the Proposer (if the Proposer is a partnership), or an officer or employee of the offering corporation, having authority to assign on its behalf (if the Proposer is a corporation);
2. That the attached Submittal or Submittals have been arrived at by the Proposer independently, and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with any other vendor of materials, supplies, equipment or services described in the request for proposal/qualification, designed to limit independent bidding or competition;
3. That the contents of the Submittal or Submittals have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer or its surety on any bond furnished with the proposal or proposals, and will not be communicated to any such person prior to the official opening of the proposal or proposals; and
4. That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Ineligible Contractors

The _____ hereby certifies that it is/ is not included on the United States Comptroller General's consolidated list of persons or firms currently debarred for violations of various public contracts incorporated labor standards provisions.

_____ Authorized Signature

_____ Firm Name

Subscribed and sworn to before me this _____ day _____, 20 _____

Notary Public _____

My commission expires _____, 20 _____

Proposer's E.I. Number
(Number used on employer's quarterly Federal tax return)

Attachment B

Regional Planning Commission of Greater Birmingham

AFFIDAVIT AND INFORMATION REQUIRED OF PROPOSERS

FAIR EMPLOYMENT PRACTICES STATEMENT AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

After being first duly sworn according to law, the undersigned (Affiant) states that he/she is the _____ of _____ (Proposer) and that by its employment policy, standards and practices the Proposer does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to his/her race, creed, color, national origin, age, sex, or handicapping condition.

Further Affiant sayeth not.

By: _____

Title: _____

Address: _____

Subscribed and sworn to before me this _____ day _____, 20 _____

Notary Public _____

My commission expires _____, 20 _____

Proposer's E.I. Number
(Number used on employer's quarterly Federal tax return)

Attachment C

Regional Planning Commission of Greater Birmingham

AFFIDAVIT AND INFORMATION REQUIRED OF PROPOSERS

CONTINGENT FEES STATEMENT

STATE OF _____)

COUNTY OF _____)

The contractor 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 Board of Directors, an officer or employee of any RPCGB member jurisdictions, or officer or employee of any Birmingham MPO member jurisdictions in connection with the awarding of any RPCGB contract, the making of any RPCGB grant, the making of any RPCGB 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.

After being first duly sworn according to law, the undersigned (Affiant) states that he/she is the

_____ of (Proposer) and that the Proposer has not retained anyone in violation of the foregoing.

Further Affiant sayeth not.

By: _____

Title: _____

Address: _____

Subscribed and sworn to before me this _____ day _____, 20 _____

Notary Public _____

My commission expires _____, 20 _____

Proposer's E.I. Number
(Number used on employer's quarterly Federal tax return)

Attachment D

Regional Planning Commission of Greater Birmingham

AFFIDAVIT AND INFORMATION REQUIRED OF PROPOSERS

CONFLICT OF INTEREST FORM

SECTION I: INSTRUCTIONS

Regional Planning Commission of Greater Birmingham, in keeping with the State of Alabama Ethics Laws, asks that all persons or firms seeking contracts valued at \$50,000 or more to complete and submit this Conflict of Interest Form along with their contract proposal. This requirement also applies to any proposed subcontractors whose portion of the overall work is valued at \$25,000 or more. Failure to comply with this requirement may cause your contract proposal to be declared non-responsive.

Although this law is intended to have persons seeking elected office to disclose potential conflicts of interest, the standards established in the Code of Alabama 1975 State Ethics Law, Sections 36-25-1 to 36-25-24, Sections 36-25-26 to 36-25-30 is utilized by the RPCGB to determine whether or not a conflict of interest exists. Information provided by the Alabama State Ethics Commission should be referred to by Proposers in order to receive additional guidance as to what constitutes a conflict of interest.

Name of Firm:

Project Name or Description:

Date Submitted:

Preparer's Name:

SECTION II: QUESTIONS

1. Does your firm have any existing relationships with employees of RPCGB, members or officers of the RPCGB Board of Directors and/or the Birmingham MPO that could be construed as involving “conflicts of interests” (i.e., financial interests), or which would give rise to a conflict if your firm becomes a recipient of a contract with RPCGB?

_____ YES

_____ NO

If “yes,” please list the names of those RPCGB employees, RPCGB Board of Directors members, or Birmingham MPO officers and the nature of the relationship:

Name: _____

Relationship: _____

2. Have you or any members of your firm been an employee of RPCGB, served as a member of the RPCGB Board of Directors, or as a Birmingham MPO officer within the last twenty-four months?

_____ YES

_____ NO

If “yes,” please list name, position, and dates of service:

Name: _____

Position: _____

Dates of Service: _____

3. Are you or any managers, partners, or officers of your firm related by blood or marriage/domestic partnership to an employee of RPCGB, RPCGB Board of Directors member, or Birmingham MPO officer that is considering your contract proposal?

_____ YES

_____ NO

If “yes,” please list name and the nature of the relationship:

Name: _____

Relationship: _____

4. In the last twenty-four months, have you or any members of your firm been a business partner of, employed, or have been about to employ an employee of RPCGB, RPCGB Board of Directors member, or officer the Birmingham MPO?

_____ YES

_____ NO

If "yes," please list name and the nature of the relationship:

Name: _____

Relationship: _____

5. Have you or any managers, partners, or officers of your firm ever given (directly or indirectly), or offered to give on behalf of another or through another person, contributions (including political contributions) or gifts to any current employee of RPCGB, member of the RPCGB Board of Directors, or Birmingham MPO officer?

_____ YES

_____ NO

If "yes," please list name, date gift or contribution was given/offered, and dollar value:

Name: _____

Date: _____

Value: _____

SECTION III: VALIDATION STATEMENT

This Validation Statement must be completed and signed by at least one General Partner, Owner, Principal, or Officer authorized to legally commit the selected firm.

Project Name or Description: _____

DECLARATION

I, (printed full name) _____, (Professional Registration Number; optional) _____ hereby declare that I am the (position or title) _____ of (firm name) _____,

and that I am duly authorized to execute this Validation Statement on behalf of this entity. I hereby state that this RPCGB Conflict of Interest Form dated _____ is correct

and current as submitted. I acknowledge that any false, deceptive, or fraudulent statements on this Validation Statement will result in rejection of my contract proposal.

Signature of Person Certifying for Selected Firm

(Original signature required)

Date

Subscribed and sworn to before me this _____ day _____, 20 _____

Notary Public

My commission expires _____, 20 _____

NOTICE

A material false statement, omission, or fraudulent inducement made in connection with this RPCGB Conflict of Interest Form is sufficient cause for rejection of the contract proposal or revocation of a prior contract award.

Attachment E

Regional Planning Commission of Greater Birmingham

AFFIDAVIT AND INFORMATION REQUIRED OF PROPOSERS

DBE UTILIZATION/COMMITMENT

Name of Prime Contractor:

Project:

Name of DBE Contractor:

Address:

Type of Work to be Performed:

Name of DBE Contractor:

Address:

Type of Work to be Performed:

Name of DBE Contractor:

Address:

Type of Work to be Performed:

The undersigned will enter into a formal agreement with the above Disadvantaged Business Enterprise for work listed in this schedule, conditioned upon execution of a contract with the Regional Planning Commission of Greater Birmingham, on behalf of the Birmingham MPO.

_____ Authorized Signature

_____ Title