



REQUEST FOR PROPOSALS



Management, Operation, and Marketing of the CommuteSmart Vanpool Program

RFP #RPC 09-12

Issue Date: December 1, 2009

Schedule: Written questions will be due by 12:00 p.m. (CST), December 11, 2009

Proposals will be received until: 12:00 p.m. (CST), December 23, 2009

Oral interviews (if necessary): January 15, 2010

Notice of Award: Friday, January 29, 2010

One (1) original plus three (3) copies (four copies total) of the submittal must be returned in a sealed envelope, and be clearly marked "RFP ENCLOSED."

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

Scott Tillman Telephone: (205)251-8139 ext. 420 e-mail: stillman@rpcgb.org

SUBMITTALS SHOULD BE MAILED OR HAND DELIVERED TO:

Scott Tillman

Director of Operations

Regional Planning Commission of Greater Birmingham

1731 First Avenue North, Suite 200

Birmingham, Alabama 35203

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

Contract Period: 36 months

The Regional Planning Commission of Greater Birmingham (RPCGB), on behalf of the Birmingham Metropolitan Planning Organization (MPO), is seeking a qualified Contractor(s) to provide Management and Operational Support for the CommuteSmart Vanpool Program.

No Pre-submittal Conference will be held. All questions should be submitted in writing to the project manager at the email shown on the cover page. Responses to the written questions will be summarized and posted to the Birmingham Metropolitan Planning Organization's website. Interested firms should submit questions on or by 12:00 pm. (CST), December 11, 2009. RPCGB staff will not respond to verbal questions or meeting requests regarding this RFP.

Submittals will be received by the RPCGB until 12:00 p.m. CST, Wednesday, **December 23, 2009**. Proposals must arrive at the Regional Planning Commission of Greater Birmingham, 1731 First Avenue North, Suite 200, Birmingham, Alabama 35203 telephone (205) 251-8139, on or before the aforementioned date. One (1) original plus three copies (3) copies of the submittals must be returned in a sealed envelope. The outside of the envelope should be marked "**RFP ENCLOSED.**" No proposal shall be received by facsimile or via e-mail. Proposals may not be withdrawn after the time for proposals to be opened has passed. All proposals must remain in effect for 90 days from the date of response. Proposals that take exception to the specifications and which do not provide a complete response will be considered non-responsive and will be rejected. A submission of a proposal does not bind the RPCGB or MPO, in any way, neither to enter into contractual agreement nor negotiation for the aforementioned professional services as described hereto. The RPCGB shall not be liable for any costs incurred by contractors prior to issuance of a contract. The RPCGB also reserves the right to accept any proposal considered to be the lowest responsive, responsible bid and/or deemed to be in their best interest.

For more detailed information about this solicitation visit the MPO website at www.bhammpo.org/publicinvolvement/doingbusiness.htm, or contact:

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Director of Operations
Regional Planning Commission of Greater Birmingham
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Birmingham, AL 35203
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Section 1.0 General Information

Purpose

The purpose of this request for proposals is to solicit qualified, professional services in order to provide turn-key administration and operation of the CommuteSmart Vanpool program, Birmingham's regional rideshare program.

Background

In December 1999, the Birmingham MPO completed the Strategic Regional Multi-Modal Plan (SRMMP). The SRMMP, the Birmingham Region's Congestion Management Plan, recommended the implementation of programs to increase the number of carpools, vanpools, and use of transportation modes other than the single-occupant automobile in the Birmingham Metropolitan Planning Area of Jefferson and Shelby Counties. Subsequent studies related to SRMMP provided general information on the market conditions for Transportation Demand Management (TDM) including attitudes about TDM, recommendations for public outreach and education, and both service and technology recommendation.

The CommuteSmart Rideshare program, which resulted from the recommendation of the SRMMP, began operation in 1999. The program currently has 36 vanpools and has over 300 program participants. The current contractor is VPSI who provides management and operation of the CommuteSmart vanpool program. Other Transportation Demand Management (TDM) functions are managed and overseen by RPCGB staff.

The RPCGB utilizes State Transportation Program (STP) dollars to fund the CommuteSmart Rideshare program. The program budget for the program is reflective of the existing agreement between the RPCGB and its current contractor. However, it is not reflective of the overall CommuteSmart program budget and contributing level of effort and services provided by the program.

Period of Performance

The period of performance of the contract will start on October 1, 2010 and will have a 36 month contract period with an option for a one-year extension. This RFP asks Proposers to respond to a three (3) year Scope of Work for management.

If a firm/team different from the current Contractor is awarded this contract, the successful Proposer will be asked to work with the current Contractor for a one to two month period prior to October 1, 2010. This period will provide the new Contractor with the opportunity to prepare for a transition in operations. During this time, the Contractor will finalize its detailed Implementation Plan for the coming fiscal year.

Service Area Description

The CommuteSmart program assists employers in establishing commuter service programs for their employees. These employers must be located in either Jefferson or Shelby counties, the Metropolitan Planning Organization service area. In order for commuters to receive the vanpool subsidy it must either start or end in Jefferson or Shelby counties. Outreach will also target major public and private organizations, businesses and commuters living or working in congested corridors and activity centers including, but not limited to:

- I-65 South and U.S. 31 South – serving the Galleria Activity Center and the

municipalities and unincorporated areas of Jefferson and Shelby Counties, South/Southwest Birmingham, Homewood, Hoover, Vestavia, Pelham, Alabaster and Calera.

- I-65 North -- serving the municipalities and unincorporated areas of Jefferson County, Warrior, Kimberly, Morris, Gardendale, Fultondale, and North Birmingham.
- I-59/20 South and U.S. 11/3rd Ave. West -- serving the municipalities and unincorporated areas of Jefferson County, Bessemer, Hueytown, Pleasant Grove, Midfield, Fairfield, and West Birmingham.
- I-59 North and I-20 -- serving the municipalities and unincorporated areas of Jefferson County, East/Northeast Birmingham, and Trussville.
- U.S. 280 - serving the Summit Activity Center and the municipalities and unincorporated areas of Jefferson and Shelby Counties, Birmingham, Mountain Brook, Cahaba Heights, Vestavia, and Hoover.
- U.S. 78 West - serving the municipalities and unincorporated areas of Jefferson County, North/Northwest Birmingham, Graysville, Adamsville, Cardiff, Brookside, and Forestdale.
- Alabama Hwy. 75 and 79 - serving the municipalities and unincorporated areas of Jefferson County, North/Northeast Birmingham, and Tarrant City.

Funding

RPCGB has adequate funding for this project, through STP funds. The contract amount may be adjusted annually depending on project needs, and the initial allocation shall address year 1 of the contract period.

Project Objective

Since employers in the greater Birmingham metropolitan region are not mandated to participate in employer-based trip reduction programs, the Regional Planning Commission of Greater Birmingham, on behalf of the Birmingham Metropolitan Planning Organization, has been implementing a voluntary alternative commute program, CommuteSmart, in the two-county MPO service area. It is expected that the selected Contractor(s) will provide direct assistance to private sector employers (including non-profit corporations or agency's) located in the Jefferson and Shelby County service areas through a coordinated outreach program in conjunction with the CommuteSmart program. In addition, the selected Contractor(s) will provide information to RPCGB which will assist in the regional assessment of the impact of Jefferson and Shelby counties efforts on vehicle travel and air quality through a comprehensive program of data collection, monitoring and evaluation regarding the CommuteSmart program.

Coordination

The Contractor(s) will take primary direction from the RPCGB Project Manager assigned to manage this program. It is intended that work will commence on October 1, 2010. The Contractor will best demonstrate the ability to manage and operate a vanpool program that is consistent with the tasks and deliverables in this RFP. File copies of all correspondence, technical memoranda, reports, and collateral marketing materials become the property of RPCGB, and should be delivered to the RPCGB Project Manager on CD/DVDR in MS Word v2000 or later and MS Excel v2000 or later. All data, maps and all other materials prepared or collected under this contract will become the property of the RPCGB.

Section 2.0 Scope of Services

The CommuteSmart program currently operates thirty-six (36) vanpools groups, utilizing a 3rd party contractor to provide vehicles, operations and maintenance service for those vehicles. Under this proposed agreement, the selected Contractor(s) will work to maintain the existing vanpool groups. The selected Contractor(s) will also work to identify prospective vanpool riders, and facilitate the formation of new vanpool groups utilizing methodologies that include, but are not limited to:

1. Performing cluster analyses.
2. Assisting employers to set up benefit provisions to encourage vanpooling.
3. Assisting employers and property owners in implementing preferential parking for vanpools.
4. Assisting vanpool riders in selecting a vanpool vehicle that fits the vanpool groups needs.
5. Maintain information about existing vanpools utilizing the RPC's ridematching software.

In addition, the Contractor will be expected to develop a clear vanpool service delivery plan that addresses:

1. How vanpool vehicles are to be provided to vanpool groups
2. How routine and major maintenance issues will be addressed
3. Vehicle replacement, and
4. Customer service inquiries.

The objective of the vanpool program is to market and provide vans to individuals traveling together on a regular basis to work at institutions, businesses, agencies and other organizations. The Contractor(s) will be responsible for provision of vehicles, fleet management and forecasting of all vehicle operations, fare collection, vanpool subsidy administration, marketing, outreach, collecting required NTD data and all program administration.

Commuter Benefits Program

The selected Contractor(s) shall work directly with employers in Jefferson and Shelby Counties, providing them with planning and implementation of a Commuter Benefits program that takes advantage of the IRS provisions for commuters. The program should apply directly to employees who commute to the work site via public transportation or a qualified vanpool.

Administer Emergency Ride Home Program

The purpose of the Emergency Ride Home (ERH) Program is to encourage commuters to use an alternative to driving alone to work by removing one of the most common reasons for driving alone: the fear of being stranded at work in the event of an emergency or unscheduled overtime.

The objective of this task is to ensure that the selected Consultant include as part of their services a methodology to secure taxi, shuttle, and/or car rental service which will provide timely, reliable transportation services to participants in the CommuteSmart ERH Program. The taxi/shuttle/car rental agency will bill the Contractor(s) for the costs.

Participants in the current ERH Program may select a taxi cab, rental car, or get mileage reimbursement from another person as a means of transportation, depending on the following factors:

1. The participant's ability to drive themselves home.

2. The distance from the participant's work to home.
3. How quickly the participant needs to get home.

Employer Database

The selected Contractor(s) will maintain a database of employers. This database will support the Contractor(s) employer outreach efforts and contains employers located within the CommuteSmart program service area (Jefferson and Shelby Counties). The Employer Database includes information about employers who have received information/calls from the Contractor(s) regarding the CommuteSmart vanpool program, and/or are interested in receiving calls regarding CommuteSmart information.

Rideshare Data

The rideshare database contains the following contact information for commuters:

1. Receiving match lists from the CommuteSmart program.
2. Information and/or calls from the CommuteSmart program.
3. Are actively participating in a carpool or vanpool, regularly rides the bus, walk, or bike to work, or are utilizing another commute alternative.

Vehicles

The capacity of the vans will vary from 7 to 15-passengers according to the size of the group. One of the vanpool participants will serve as a volunteer vanpool driver and will enter into an operating agreement with the Contractor, thereby accepting responsibility for the van. Back-up drivers will also be required. The agreement can be terminated at any time. The only requirement for such termination is a 30-day written notice to the Contractor. Criteria and procedures for driver training shall be established in the training and operation manuals. A sample copy of the vanpool driver operations manual must be included in the Contractor's response to the RFP. The Contractor will supply and finance the vehicles used in the CommuteSmart vanpool program.

The Contractor will be responsible for providing a selection of vanpool vehicles within a reasonably short time frame to be specified by the Contractor. Following identification of a prospective vanpool, the vanpool driver (and passengers) will select a van based on model availability, ridership, and price. In the event that the vanpool group requires a van accessible to individuals with a disability, the Contractor will supply that van within the same time frame as specified for a non-accessible van.

The Contractor will assume full risk as lesser for any deficiency between vehicle selling prices and residual values as well as full responsibility for vehicles at the termination of any lease agreements or amortization schedules. Neither the RPCGB, vanpool drivers, nor any other agencies shall be required to become obligated in any vehicle lease agreements.

Once a group is formed, the Contractor will deliver a vehicle(s) not later than forty-five (45) days after the effective date of a fully executed driver agreement.

Vehicle Technical Specifications

The vans to be utilized for the CommuteSmart vanpool program shall meet all applicable Federal Motor Vehicle Safety Standards as of the date of the manufacture. RPCGB has determined that the following makes/models of passenger vans can be offered as factory or converted vans and equipped for acceptable performance in the intended commuter vanpool application for seating capacities of 7 to 15-passengers (including the driver) with the appropriate GVW for the passenger capacity.

The seating floor plans and required specifications are for an after-market modification that has been approved by the auto manufacturer of record. Before awarding the contract, the Contractor must notify RPCGB for the approval of the conversion/modification contractor.

RPCGB personnel may visit the conversion facilities to inspect the company to see if the company has adequate facilities to meet RPCGB's requirements. Qualifications for compliance to the conversion specifications are at the sole determination of RPCGB.

The Contractor is encouraged to consult with van conversion companies to receive a conversion quote, guidance for vehicle transportation, and special factory coding requirements. Conversion company(ies) should be specified in the Contractor's response to the RFP.

The van supplied shall conform to all applicable FMVSS, EPA, and to all other industry standards in effect at the time of delivery. Each component of the van supply shall be adequate for and compatible with all structural and performance demands placed upon it as a part of the complete unit. The dimensions, capacities, weights, and gauges stated in the written specifications are to be considered nominal unless otherwise stated as minimum, maximum, or exactly for specific strength fit or purpose.

The equipment supplied shall be both standard factory models and custom conversion models as necessary to meet the requirements of the Proposal and specifications. All workmanship and materials shall be of good quality and design.

These requirements are not meant to be restrictive in any way, but are intended to assure that all proposals for consideration will be of equal or similar design and capacity. The vehicles with seating capacities ranging from 8 passengers to 15 passengers including the driver must meet or exceed the following minimum specifications:

Vehicle Description

- Wheelbase: 138 wheel base, or approved equal with the appropriate GWV per manufacturer requirements.
- Engine: 4.6 liter gasoline, or 5.4 liter gasoline, V-8 w/electronic fuel injection, or approved equal.
- Transmission: Electric 4 speed automatic w/overdrive.
- Alternator: Heavy-duty 130 amperage minimum.
- Brakes: 4 wheel ABS.
- Fuel Tank: 35 gallon w/tether fuel cap.
- Shocks: Heavy-duty, gas charged, front & rear, w/front stabilizer bar.
- Steering: Power steering w/tilt-steering wheel with speed control.
- Windows: Sunscreen glass. Factory tint front top, front sides and heaviest offering for passenger area. Power windows for the driver & front passenger. Vented push out window as provided by OEM.
- Wipers: Windshield wipers to be minimum 2-speed, variable electric with

intermittent feature and washers.

- Doors: Double passenger side hinged doors. Double rear, hinged doors. Power locks with two remote controls.
- Step: OEM full-length running board on the passenger (curb) side and at the front door only on the driver's (street) side.
- A/C: Front integral & rear floor mount, or approved equal.
- Heater: Front integral & rear floor mount, or approved equal.
- Battery: Heavy-duty 72 amp-hour (650CCA), maintenance free.
- Tires: Varies based on the vehicle; OEM provided tires with a full size spare tire.
- Mirrors: Aerotype with power dual exterior mirrors, w/RH convex lens: wide angle rear view lens, or approved equal.
- Paint: Exterior bright white.
- Radio: AM/FM stereo/clock/CD
- Interior Lighting: Overhead passenger reading lights for individuals at all seat locations behind the driver on conversion models.
- Interior Flooring: Full length padded carpet; matching lower door and side panels; front door mats. The floor carpet shall not have holes other than those for mounting the seats.
- Accessories: Manufacturer's standard described in manufacturer's literature.

Miscellaneous Equipment:

- All standard equipment listed in manufacturer's literature will be furnished.
- Deluxe sound insulation.
- Interior cloth/vinyl gray trim.
- Headliner, soft cloth w/insulation.
- Gauges: oil pressure, voltmeter, engine temperature & trip odometer.
- Horns, dual electric.
- Driver & front passenger air bags
- Electronic ignition.
- Engine cover console.
- Black windshield and window moldings.
- Chrome grille w/single halogen headlights.
- Chrome bumpers.

Tire Jack: The tire jack must be secured from movement.

Seats: All seats must meet FMVSS requirements (must present certification upon request). Driver and front passenger seats: high back cloth bucket seats (OEM). The seat covers color must match on all seats.

Seat Belts: Must furnish all seat belts. All outboard seating locations are required to have three point harnesses. All seat belts must meet FMVSS requirements (must present certification upon request).

All vehicles are to have warranty coverage as specified in manufacturer's literature as standard.

All vehicles, including those with conversions, will meet all applicable Federal Motor Vehicle Safety Standards (FMVSS) specifications for the intended use and type of vehicle on the date of manufacturer.

Any Original Equipment Manufacturer (OEM) vehicle, which is subsequently modified, converted, altered, or completed by anyone (subsequently referred to as a Modifier/Converter or Final Stage Manufacturer), in any manner, will show an affixed Modifier/Converter or Final Stage Manufacturers label on the "B" pillar. Any future vehicle deliveries will be subject to applicable "FMVSS" standards as they may apply at the time of vehicle manufacture.

The Modifier/Converter or Final Stage Manufacturer must provide documented verification that:

1. The modifier/converter of the vehicles has been approved for such work by the manufacturer under either the Ford "MVE Ship-Through Program," (FTQP Program), or the General Motors "SVM Program," or the Chrysler Corporation "Dodge Customer Assurance Program for Modified Dodge Trucks and Vans," and
2. Documentation demonstrating the Modifier/Converter or Final Stage Manufacturer has performed prior conversions in conformance with ISO9001 and QS9000 requirements and will perform requested conversions for this program under the same guidelines and requirements, or documentation that the Modifier/Converter or Final Stage Manufacturer has demonstrated the engineering, production and quality processes equivalent to those standards, and will perform the requested conversions for this program under those same guidelines and requirements.
3. Contractor will be required to submit "in vehicle pull test" certification to show conformance of current vehicle chassis to FMVSS 207, 208, and 210 for seats and hardware, and to FMVSS 225, child restraint.
4. Contractor will be required to show certification of conformance to FMVSS 105, 201, 201U, and 209.
5. All materials utilized will require certification to show conformance to FMVSS 302 for flammability of materials.
6. If any additional equipment is added, certification will be required showing that the OEM certification has not been altered or effected.

Insurance

During the term of this contract, the Contractor shall purchase and maintain any insurance required by this contract. The Contractor shall furnish acceptable certificates of insurance to RPCGB and shall indemnify RPCGB for any liability or damages that RPCGB may incur due to Contractor's failure to purchase or maintain any required insurance.

Contractor shall be responsible for the payment of all premiums and deductibles.

Contractor shall maintain insurance of the types and in the amounts described below. An insurance company with the equivalent of an AM Best rating of A or higher must underwrite insurance coverages provided by the Contractor.

- Commercial General Liability Insurance – Contractor shall maintain commercial general liability (CGL) with a limit of not less than \$1,000,000 each occurrence.

- Business Auto Insurance – Contractor shall maintain business auto liability and property damage insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of the use of any auto (including owned, hired, and non-owned autos).
 - Bodily injury: \$1,000,000.00 per occurrence, and
 - Property damage: \$100,000.00 per occurrence.
 - Proposer shall be solely responsible for damage to their own equipment.
- Worker's Compensation Insurance - The Contractor shall obtain and maintain for the duration of the contract, Worker's Compensation Insurance which is fully in compliance with all applicable laws of the State of Alabama.

The Contractor may use self-insurance to satisfy the requirements of this Section with prior written approval of the RPCGB.

Equipment for ADA Compliance

Lift-equipped and other modifications as required by vanpool participants requesting an accommodation under the American with Disabilities Act specifications shall be offered by the Contractor. The number of vehicles will be specified as needed, and any modifications to the vehicles shall be adequate and appropriate, and conform to federal regulations and specifications, in order to accommodate the wheelchair inside the vans. The vehicles shall adhere to all code specifications and comply with all federal regulations where appropriate.

Equivalent Vehicles or Parts

The Contractor may submit requests to utilize equivalent vehicles or parts. The Contractor may also request a clarification relating to any items that have been included in this RFP or any addendum to the specifications. Such requests must be received in writing. Facsimiles must have a cover sheet which includes Contractor's name, address, number of pages transmitted, as well as, phone and fax numbers. Any requests must be fully supported with technical data, test results or any other pertinent information, as evidence that the substitute offered is equal to or better than that required by the specifications.

Fleet Maintenance

The Contractor shall be required to provide both preventive maintenance and vehicle repair for all vehicles throughout the duration of the contract, as described below:

Preventive Maintenance

The Contractor shall be responsible for developing a preventative maintenance schedule for all vehicles. This preventive maintenance schedule shall at a minimum thoroughly outline maintenance responsibilities based on the manufacturer's preventive maintenance program. Unscheduled maintenance shall be coordinated by the vanpool driver with the Contractor, as needed.

Vehicle Repair

The Contractor shall be responsible for developing and implementing vehicle repair procedures, including a list of all service establishments where repair work and preventive maintenance will be done. The Contractor will assure that all vehicle repairs are accomplished in a timely manner. A back-up van will be made available to the vanpool group whenever the regularly assigned van is in for scheduled or unscheduled maintenance or repair.

Management Services

The Proposer shall provide at a minimum one (1) full-time project manager and one (1) full-time

project coordinator on-site in the RPCGB's offices who have the appropriate education and experience to administer the CommuteSmart Vanpool Program and meet the obligations of the contract with the RPCGB. The RPCGB will make available on an in-kind basis appropriate office space for project staff and provide adequate secure storage area(s) for vans waiting to be placed in service.

The Proposer shall provide the following services:

Volunteer Driver Selection and Safety

A thorough screening potential drivers which shall include, but not be limited to, verifying valid drivers licenses and reviewing Division of Motor Vehicles driving records to insure compliance with State and local requirements. A copy of the Contractor operator/volunteer driver agreement must be included in supporting documentation section of the proposal.

Licensing and Title

All vanpool vehicles which are to be placed in service shall be inspected, licensed and registered in accordance with applicable State of Alabama and local laws. This shall be the responsibility of the Proposer.

Accident and Subrogation Management Services

Proposer shall describe their capabilities regarding accident repair and subrogation processes including:

- Towing arrangements (24 hour service required)
- Appraisals and photographs
- Salvage
- Claims recovery assistance
- Coordination of subrogation and loss recovery
- Third-party physical damage claims
- Physical damage repairs
- Reporting associated with accident, subrogation claims, recoveries and legal proceedings
- Accident activity report

Fleet Administration

The Proposer shall maintain appropriate accounting and auditing records and controls in accordance with generally accepted accounting principles. Financial records associated with the program shall be made available to the RPCGB for audit inspections under the terms of the contract.

Invoicing Responsible Party for Vanpool Services

The Proposer shall be responsible for billing responsible parties participating in the program each month and for assuring collection of the monthly payment in a timely fashion.

A responsible party is defined as a person, entity, employer or organization whom enters into an agreement with the Proposer to take responsibility for the van.

The Proposer will be responsible for administering the CommuteSmart Vanpool Subsidy Program which consists of a monthly subsidy allowance determined by the region's ability to provide such funding, vanpool seat subsidies, ADA compliance, and other promotional or incentive expenses as approved by the RPCGB. The monthly vanpool subsidy is at this time determined to be: \$400.00 per vanpool group per month for 7 and 9 passenger vans and \$450 for 12 and 15 passenger vans.

Program Marketing and Matching Services

The Proposer will be responsible for marketing the vanpool program and be responsible for actively promoting the vanpool program to commuters, employers and other organizations. Additionally, the Proposer shall be capable to coordinate other related efforts in promoting and expanding the vanpool program. Proposers should demonstrate innovative strategies or technologies that will further benefit and promote vanpooling in the region.

The Proposer will maintain a database of employers and refer interested commuters to the CommuteSmart Ridematch database. The Proposers employer database will support the Proposer's employer outreach efforts. The employer database shall include information about employers who have received information/calls from the Proposer regarding the RPCGB vanpool program's products and services, and/or are interested in receiving calls regarding the vanpool program. Information from this database will be shared with the RPCGB in report format upon request.

The Proposer shall actively encourage employers to offer tax-free commute-to-work transportation benefits and promote vanpooling and commute options at their worksites:

- Promotional efforts are to include working through the local news media, distributing promotional materials and establishing personal contact with employers and other community groups.
- The Proposer will coordinate with CommuteSmart Rideshare staff to the benefit of the vanpool and TDM program on promotion, outreach and marketing activities.
- The Proposer is also expected to develop proposals and ideas for program participation incentives, to attract both drivers and passengers.
- The Proposer shall establish and maintain a website with links to the CommuteSmart website where interested persons may obtain information about vanpooling and contact the Proposer for additional information.
- All materials developed and paid for by the RPCGB under this contract are owned by RPCGB and may not be used in any other program without written permission of the RPCGB.
- RPCGB must pre-approve in writing all marketing materials.
- The Proposer will participate in government and community transportation-related efforts, assist government agencies in an advisory capacity and serve on task forces as requested.

The Proposer will furnish a toll-free telephone line to enable customers and prospects to access program information on a toll-free basis.

The Proposer will furnish and install appropriate identifying decals bearing the CommuteSmart program logo, toll free number and website, with prior approval from RPCGB, on all commuter vans.

Alternative Proposed Services

RPCGB encourages the introduction of innovative funding strategies (i.e. FTA's Capital Cost of Contracting policy) to maximize efficiencies and the potential for individuals to participate in a vanpooling arrangement. Proposer should explain its understanding of applicable federal funding programs, its past experience in utilizing federal funding programs, and their applicability to the RPCGB vanpool program and the impact on monthly passenger charges.

Reports and Invoices

Upon request, the Proposer shall have available to the RPCGB the following reports:

Contract Invoices

Contract invoices will be submitted not more than monthly for allowable cost incurred during the invoice period. Invoices shall include all costs related to the administration of the program, management fees, vanpool subsidies, emergency ride home expenses and other costs as approved by the RPCGB.

Customer/Route Report

This report shall contain comprehensive and descriptive information for each active vanpool group participating in the CommuteSmart Vanpool Program.

Monthly Marketing and Operations Report

The Proposer will prepare and submit a monthly report detailing program marketing and outreach activities, meetings and events, and any operational or customer service concerns.

Monthly DBE/MBE Participation Report

This report shall include the dollar value of all purchases of materials and supplies from DBE/WBEs.

Federal Transit Administration National Transit Database Reporting

The Proposer shall be responsible for collecting financial and operating information by a uniform system of accounts and records, and shall be responsible for providing timely and complete reports or information to the RPCGB, in order to fully meet the requirements of submission to the National Transit Database (NTD) of the Federal Transit Administration (FTA). The Proposer shall gather such information continually during the terms of this Agreement.

If NTD reporting requirements call for the Proposer to forward sampled data or other information to the RPCGB to process and report, such information shall be submitted monthly. If NTD reporting requirements call for the Proposer to gather information, plus process and report such information, the Proposer shall submit such completed reports either directly to FTA, or to the RPCGB for inclusion in the RPCGB's NTD submission to FTA. The Proposer shall provide the RPCGB with quarterly reports detailing quarterly and year-to-date NTD statistics. If FTA requires independent audit and/or certification with respect to NTD submission by the Proposer, the Proposer shall give the RPCGB for its prior approval a name and a cost estimate for the proposed auditor. If required, the RPCGB shall reimburse the Proposer for the actual approved cost for the audit and/or certification for each year under the contract.

The Proposer shall provide in its response to this RFP information demonstrating its past experience in collecting and reporting NTD data on behalf of other public agencies. The Proposer shall further demonstrate the use of technology to relieve the vanpool user's of burdensome paper NTD data collection forms and processes.

Monitoring and Reporting Criteria

The selected Contractor shall be required to submit monthly progress reports to RPCGB in the specified format, and brief RPCGB staff on a monthly basis or upon request and also hold briefing meetings with RPCGB, the Birmingham Metropolitan Planning Organization, the Alabama Department of Transportation, and its partners at least twice during the fiscal year. The selected Contractor shall maintain a record of the following in a format specified by RPCGB.

Section 3.0 Instructions for Written Proposals

NOTE: Proposals should not exceed 20 pages, single sided.

- 3.1 Preparations of Proposals - Consultant are encouraged to submit their proposals as comprehensively as possible because proposals may be ranked without interviews. Erasures, interlineations or other modifications in the proposal shall be initialed in original ink by the authorized person signing the Vendor Offer.

It is the responsibility of all Proposers to examine the entire Request for 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. Negligence in preparing an offer confers no right of withdrawal after due time and date.

- 3.2 Required Information - The following items shall be submitted with each offer/proposal. Failure to include ANY of these items may result in a proposal being rejected.

1. Cover Letter: As described below.
2. Copies: The original and three (3) copies (four (4) copies total) of the offer / proposal shall be submitted in an 8 1/2" x 11" format, typewritten.
3. Corrections, amendments and clarifications: Signed copies of all corrections, amendments and clarifications to this RFP issued by the RPCGB.
4. References: A minimum of three (3) references for the prime Consultant and two (2) for all subcontractor, complete with address and telephone number, of the governmental entities for whom the contractor has performed similar work.
5. Offer/Proposal: The proposal shall be arranged in the order as described below, and shall adhere to the length standards as specified.

- 3.3 Cover Letter: A cover letter from a principal in the firm submitting the proposal on behalf of their company or consortium. The cover letter shall include:

- A letter of introduction (limit to one (1) page)
- Business Organization - State the full company name, address, telephone numbers, fax numbers, and e-mail addresses of the persons who will be authorized to represent the Proposer regarding all matters related to the proposal and any contract subsequently awarded to said Proposer
- If applicable, include the address, telephone numbers, fax numbers, and e-mail address for the branch office or other subordinate element that will perform or assist in performing the work.
- Indicate whether the Proposer operates as an individual, partnership or corporation; and if incorporated, include the state in which you are incorporated.
- Indicate whether or not the Proposer is a party to an outstanding lawsuit against the Regional Planning Commission of Greater Birmingham, the Birmingham Metropolitan Planning Organization, the Birmingham-Jefferson Transit Authority, or the Alabama Department of Transportation.

This letter shall agree to all terms and conditions in this RFP, and specifically include the following certifications:

"No employee of the Regional Planning Commission of Greater Birmingham (RPC), no member of the RPC Executive Board, no employee of the Metropolitan Planning Organization (the MPO), no voting member of the MPO governing body, no member of the governing body or staff of any

MPO member jurisdiction, no employee of the Birmingham-Jefferson County Transit Authority (BJCTA), no member of the BJCTA Board, no member or employee of the City of Birmingham City Government, no member or employee of the Jefferson County Government, and no member or employee of the Alabama Department of Transportation exercising functions or responsibilities with respect to this project shall during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in any proceeds thereof."

This letter shall be signed by a person authorized to bind the company to all commitments made in the proposal. If the Proposer is a partnership, a general partner must sign the proposal in the name of the partnership thereof. If the Proposer is a corporation, the proposal must be signed on behalf of the corporation by two authorized officers (a Chairman of the Board, President or Vice President, and a Secretary, Treasurer or Chief Financial Officer) or an officer authorized by the Board of Directors to execute such documents on behalf of the corporation. All signatures above must be original and in ink on a least one copy of the proposal that will be submitted to the RPC.

By submitting a proposal pursuant to this RFP and executing the cover letter, Proposer acknowledges that he/she has read this RFP, understands it, and agrees to be bound by its terms and conditions. Proposals may be submitted by mail, express delivery, or delivered in person.

Proposal chapters shall be prepared as described in the following:

- 3.4 Executive Summary - The Executive Summary will describe your general understanding of the project and your approach to accomplishing the tasks.
- 3.5 Technical approach - In this section of the proposal, respondents must provide a detailed description of their approach for accomplishing all tasks specified above, including a work plan and management plan.
- 3.6 Vanpool Service Delivery Plan - A summary of how the proposer plans to meet the fleet requirements of this RFP. Provide a timeline for fleet management. The summary should also provide the expected maintenance schedule and vehicle replacement for the fleet.
- 3.7 Qualifications - This section should provide the professional credentials and expertise of the firm, subcontractors and key personnel assigned to this project. Although standard personnel resumes may be included as attachments to the proposal, amplification specific to this solicitation is required in this section. The absence of such project specific information may cause the proposal to be deemed non-responsive.
- 3.8 Prior Project Experience - Prior experience in similar planning activities and project is important for any consulting firm to successfully complete the identified tasks and produce the final product. Proposals should include descriptions and samples of qualifying experience to include project descriptions, costs, and time intervals of projects successfully completed.
- 3.9 References - The proposed contractor and any subcontractor shall provide at least three (3) references that RPCGB may contact regarding similar work performed. Names, titles addresses and telephone numbers shall be included for each reference. All three of these references shall include work in which the key personnel proposed to RPCGB have been assigned.

- 3.10 Attachments - The proposal shall contain an executed and notarized copy of Attachment C - Fair Employment Practice Statement, and Attachment D - Contingent Fees Statement. The Original shall be included with the Original Proposal, and copies shall be included in all 3 copies of the proposal
- 3.11 Disposition of Proposals - All proposals submitted in response to this RFP will become the property of RPC and a matter of public record. The Proposer must identify, in writing, all copyrighted material, trade secrets, or other proprietary information that it claims is exempt from disclosure under the Public Records Act of the State of Alabama. Any Proposer claiming such an exemption must also state in its proposal that the Proposer agrees to defend any action brought against RPC for its refusal to disclose such material, trade secrets or other proprietary information to any party making a request therefore. Any Proposer who fails to include such a statement shall be deemed to have waived its right to an exemption from disclosure as provided by said action.

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

Proposal Structure	Attachments
1. Letter of Transmittal/Cover Letter 1 page	Attachment A: Affidavit of Non-Collusion
2. Table of Contents 1 page	Attachment B: Contingent Fees Statement
3. Executive Summary 2 pages single sided	Attachment C: Affidavit of Fair Employment Practices
4. Technical Approach 8 pages single sided	Attachment D: Conflict of Interest Disclosure
5. Vanpool Service Delivery Plan 3 pages single sided	Attachment E: DBE Utilization Commitment Form
6. Project Staff Qualifications 2 pages	DBE Certification
7. Prior Project Experience 2 pages single sided	Supporting Documentation
8. References 1 page	
9. Attachments	

NOTE: Proposals should not exceed 20 pages (excluding attachments), single sided.

- 3.13 Disadvantaged Business Enterprise Participation - Disadvantaged Business Enterprise (DBE) participation shall be an integral component of the consultant selection procedure for this RFQ. All proposals will be evaluated on a 100 point award system by the selection committee. A total of ten (10) possible points may be awarded for DBE

participation, as measured in dollars; either as the prime contractor, joint venture partner or subcontractor. The points are to be awarded as follows:

Participation	Point
0% - 3%	0
4% - 6%	2
7% - 9%	4
10% - 12%	6
13% - 14%	8
15% or more	10

In the event of a tie score between two or more proposals, the one with the highest percentage of DBE participation, as measured in dollars, will be awarded the contract.

All Proposers shall provide a copy of the certification of DBE ownership for those firms claiming such status. The certification must have been obtained from a federal, state or local governmental agency that regularly issues such certification. It must have been issued within the past year or must clearly state the effective date of the certification.

Section 4.0 Review and Evaluation of Qualifications

- 4.1 Consultant Selection - RPCGB staff will evaluate and score each of the written proposals. If RPCGB staff can not determine the top firm then a short-list of firms will be identified. Firms identified on the short-list will be invited to make oral presentations and respond to questions posed by the selection committee in order that the selection committee might better determine the Proposers ability to perform the work.
- 4.2 Criteria for Written Proposal Evaluation - Professional firms written proposals will be evaluated based on the following evaluation criteria: Each proposal will be ranked on a scale of 1 to 10 for each of the evaluation criteria and multiplied by a weight factor. The scores on each factor will then be added to create a total score. The maximum score is 100.

WEIGHT FACTOR	CRITERION	STANDARD														
6.0	Technical Approach	Does the proposal reflect a thorough understanding of the scope of work? Is there evidence that the firm can provide the service needed to perform all the duties of the vanpool program. Is there a clear understanding of the project objectives, methodology to be used and results that represent goals desired from the vanpool program? Does the proposal reflect an understanding of commuter choice and examples of how it can successfully promote the vanpool program? Is there a clear understanding of NTD reporting and procedures to collect the required information for the monthly and annual reports? Does the proposal provide a volunteer driver selection process? Does the proposer describe their capabilities regarding accident repair and subrogation processes? Is there innovative strategies or technologies that will further benefit and promote vanpooling in the region?														
2.0	Vehicle Requirements	Does the proposal meet all the vehicle requirements and is there a methodology on vehicle procurement? Is there a process for providing maintenance on the vehicles?														
1.0	Disadvantaged / Women Owned Business Enterprise (DBE)	<table border="1"> <thead> <tr> <th>Participation</th> <th>Point</th> </tr> </thead> <tbody> <tr> <td>0% - 3%</td> <td>0</td> </tr> <tr> <td>4% - 6%</td> <td>2</td> </tr> <tr> <td>7% - 9%</td> <td>4</td> </tr> <tr> <td>10% - 12%</td> <td>6</td> </tr> <tr> <td>13% - 14%</td> <td>8</td> </tr> <tr> <td>15% or more</td> <td>10</td> </tr> </tbody> </table>	Participation	Point	0% - 3%	0	4% - 6%	2	7% - 9%	4	10% - 12%	6	13% - 14%	8	15% or more	10
Participation	Point															
0% - 3%	0															
4% - 6%	2															
7% - 9%	4															
10% - 12%	6															
13% - 14%	8															
15% or more	10															
1.0	Proposer's Experience	Does the Proposer demonstrate the firm's experience with vanpools and/or performing services similar to that anticipated by the RFP? Do the individuals who would be working on the project have the necessary skill and experience?														

4.3 The selection committee shall provide a ranked list of the firms along with their final selection for hire. The RPCGB Executive Director, under authority of the RPCGB Executive Committee, will enter into an agreement with the selected firm. Contract Negotiations - Based on the information submitted and internal budgetary considerations, the RPCGB may request adjustment of the submitted Scope of Work, if required. If negotiations cannot produce a contract, the RPCGB can declare an impasse and open negotiations with the second ranked firm. If agreement cannot be reached with the second ranked firm, contract negotiations are begun with the third ranked firm. This process continues until all interviewed firms are exhausted.

4.4 Award of Contract - Notwithstanding any other provision of this RFP, the RPCGB

expressly reserves the right to:

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

4.5 Offer and Acceptance Period - A response to a Request for Proposal is an offer to contract with the RPCGB based upon the terms, conditions, scope of services and specifications contained in this Request for Proposal. Proposals are an irrevocable offer for ninety (90) days after the proposal opening time and date.

4.6 Proposers Rights - All materials submitted in response to this RFP become the property of the RPC 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.

4.7 Statement of Disadvantaged Business Enterprise Involvement (DBE)

The Regional Planning Commission of Greater Birmingham seeks meaningful participation by qualified disadvantaged and women owned businesses in its procurement process. The RPC has a DBE goal of fifteen percent (15%) for the overall project. The Proposer shall list in its proposal the small and disadvantaged business, which it proposes to use in key roles on this project. A disadvantaged business is “a small business which is owned or controlled by a majority of persons, not limited to members of minority groups, who have been deprived of the opportunity to develop and maintain a competitive position in the economy because of social disadvantages or disability.”

Disadvantaged businesses listed should be further described as being owned and its daily operations controlled by a minority group member, a disabled person, or a woman. Minority groups are defined as African-American, Native American, Hispanic American or Asian American. Disabled persons are those defined as such by the Americans with Disabilities Act (ADA).

The proposal shall indicate the minimum percentage of the total contract value that is to be paid to any sub-Consultant or supplier for which disadvantaged or women owned business status is claimed (Form F).

As a condition of progress payments to the Consultant, RPCGB will require that the Consultant submit evidence of participation of and Consultant’s payment to all disadvantaged and women owned businesses participating in the project. This evidence shall consist of copies of subcontracts, sub-Consultant’s applications for payment, sub-Consultant’s certified payrolls and proof of payment for small business suppliers.

If, during the course of this project, the Consultant fails to maintain the level of disadvantaged and/or women owned business participation shown in the proposal, or if any material representation made in the proposal concerning the DBE status of any sub-Consultant or Consultant’s involvement in the ownership, operation or management of any sub-Consultant claiming status as a disadvantaged and/or women owned business is shown to be false to the satisfaction of RPCGB designated representative acting in good faith, the RPCGB may, at its sole option and in addition to any other remedies available under the contract, at law or in equity, terminate the contract pursuant to the provisions therein. Further, in the event that RPCGB terminates the contract, the Consultant shall pay the RPCGB’s reprocurement costs, including, without limitation, any costs associated with reprocurement delays. The RPCGB will institute debarment

proceedings against any Proposer that misrepresents in a proposal any material fact concerning small business status of any sub-Consultant or Proposer's involvement in the ownership, operation or management of any sub-Consultant claiming status as a small business.

- 4.9 Inquiries - Any information which may have been released by RPCGB staff prior to the issuance of this Request for Proposals shall be disregarded.

Requests for clarification should be directed to the person(s) whose name appears on the title page. Questions should be submitted in writing when time permits. Any correspondence related to the RFP should refer to the appropriate RFP number, page, and paragraph number.

Significant inquiries made and answered at the conference will be summarized in writing for distribution to all parties who received a copy of this solicitation.

- 4.10 Verification of Information - The RPCGB staff may verify all information submitted as part of a Proposal. Submission of information deemed to be inaccurate may result in a determination of non-response of the Proposer by the RPCGB and a rejection of the proposal.
- 4.11 Exceptions - Any desired exceptions to the Scope of Services or terms and conditions of this RFP must be included in the proposal and must address the specific RFP paragraph where a conflict exists. A Proposer's preprinted terms and conditions WILL NOT be considered as exceptions.
- 4.12 Proposal Opening - Proposals shall be opened on the date and time and at the place designated on the cover page of this document, unless amended in writing by the RPCGB. The name of each Proposer shall be publicly read and recorded in the presence of witnesses at this time. All offers and any modifications and other information received in response to the RFP shall be shown only to authorized personnel having a legitimate interest in them or persons assisting in the evaluation. After contract award, the successful proposal and evaluation document shall be open for public inspection in accordance with Proposer's Rights.
- 4.13 Late Proposals - Late proposals will not be considered. Any Proposer submitting a late proposal shall be so notified.
- 4.14 Withdrawal of Proposals - At any time prior to the specified proposal due time and date a Proposer (or designated representative) may withdraw the Proposal.
- 4.15 Amendment of Proposal - Receipt of a Request for Proposal Amendment or Clarification must be acknowledged by signing and returning the document to the RPCGB with the Proposal.

Section 5.0 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. 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.

- 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 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 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 RPC 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.

- 5.6 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.
- 5.7 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.
- 5.8 Confidentially - 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 RPCGB upon completion of the work for which it was obtained or developed.
- 5.9 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.
- 5.10 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.
- 5.11 Contract Extension - The RPCGB reserves the right to unilaterally extend the period of any resultant contract for thirty-one days beyond the stated expiration date. In addition, by mutual written agreement, any resultant contract may be extended for supplemental periods up to a maximum of one hundred twenty (120) days.
- 5.12 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.

Section 6.0 Protest Procedures

- 6.1 All protest must be submitted in writing to the RPCGB who will act as the point of contact for all protests. The protest must include the following information:
- A. The protesters name and address.
 - B. The protester's contact name and telephone number.
 - C. A complete statement for each of the proposal areas which the Proposer disputes, a complete statement of the protester's grounds for protest, and full documentation of the Proposer's claim.
- 6.2 The Consultant Selection Committee shall convene, and secure the assistance of a legal representative, to review and evaluate the protest.
- 6.3 Any potential Proposer believing that proposal documents contain restrictive specifications or any other improprieties regarding the solicitation for RFPs may file a protest with the RPCGB, which shall be received no later than ten (10) business days prior to the proposal due date and time. The protest shall contain all reasons for the protest, and address each element of the proposal which the Proposer is disputing. The RPCGB will respond to the protest within five (5) business days of receipt of the protest, and the protester will have five (5) business days to appeal the initial response of the RPCGB. Once an appeal has been received, the RPCGB Executive Director, in consultation with legal counsel, will render a final decision in writing within ten (10) business days.
- 6.4 Protests received before contract award will be responded to by the RPCGB within ten (10) business days upon receipt of the protest by the same. The protester will have five (5) business days to appeal the initial response to the RPCGB. Once an appeal has been received, the RPCGB Executive Director will render his final decision in writing within ten (10) business days.

- 6.5 Protests filed after contract award must be received by the RPCGB within five (5) business days after notification of award. The RPCGB will respond within five (5) business days. The protester will have five (5) business days to appeal the initial response to the same. Once an appeal has been received, the RPCGB Executive Director will render his final decision in writing within ten (10) business days.
- 6.6 Upon receipt of protest, the RPCGB shall notify the Consultant Selection Committee and establish a time for a meeting that will be held within five (5) business days after receipt of the protest. This committee shall evaluate the material provided by the protester and, with the assistance of legal counsel, shall assist the RPCGB Executive Director in preparing a written response concerning the validity of the protest and if appropriate, any corrective action to be taken.
- 6.7 If the initial procurement has been acted upon (resolution of contract approval) by the RPCGB, the response of the RPCGB shall be reported to the RPCGB Executive Board. The authorizing party will then issue a decision and authorize the RPCGB to take corrective action, if necessary. In all other cases, the RPCGB Executive Director, in consultation with legal counsel will make the final decision.

Section 7.0 Required Forms

Attachment A
Regional Planning Commission of Greater Birmingham

AFFIDAVIT OF NON-COLLUSION

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

- 3.1** 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);

- 3.2** That the attached bid or bids 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, designed to limit independent bidding or competition;

- 3.3** That the contents of the bid or bids 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

- 3.4** 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 _____

Bidder'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 _____

Bidder'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

AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

The contractor acknowledges that no RPC 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 RPC, Member of the RPC Executive Committee, an officer or employee of any RPC member jurisdictions, or officer or employee of any Birmingham MPO member jurisdictions, officers or employees of the Alabama Department of Transportation in connection with the awarding of any RPC contract, the making of any RPC grant, the making of any RPC loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any RPC 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 _____

Bidder'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 \$25,000 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 RPC 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:

RFP Number:

Date Submitted:

Preparer's Name:

SECTION II: QUESTIONS

1. Does your firm have any existing relationships with employees of RPC, members or officers of the RPC Executive Committee 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 RPC?

_____ YES

_____ NO

If "yes," please list the names of those RPC employees, RPC Executive Committee 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 RPC, served as a member of the RPC Executive Committee, 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 RPC, RPC Executive Committee 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 RPC, RPC Executive Committee 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 RPC, member of the RPC Executive Committee, 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: _____

RFP Number: _____

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 RPC 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 RPC 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 FORM

The Regional Planning Commission of Greater Birmingham and the Birmingham-Jefferson County Transit Authority have a goal of fifteen percent (15%) for DBE participation in the overall project.

Name of Prime Contractor:

Project:

Name of DBE Contractor:

Address:

Type of Work to be Performed:

Projected Date for Work:

Agreed Price: \$

Percentage of Total Proposal:

Name of DBE Contractor:

Address:

Type of Work to be Performed:

Projected Date for Work:

Agreed Price: \$

Percentage of Total Bid:

Name of DBE Contractor:

Address:

Type of Work to be Performed:

Projected Date for Work:

Agreed Price: \$

Percentage of Total Bid:

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