



REGIONAL PLANNING COMMISSION OF GREATER BIRMINGHAM

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

Charles Ball, AICP  
Executive Director

## REQUEST FOR PROPOSALS

### Birmingham Regional Thoroughfare Plan and Local Thoroughfare Plan Development Guide

**Issue Date:** February 1, 2010  
**Schedule:** Written questions will be due by 4:00 p.m. (CDT), February 5, 2010  
Responses to written questions provided by: 4:00 p.m. (CDT), February 12, 2010  
**Proposals will be received until:** 12:00 p.m. (CDT), February 26, 2010  
**Notice of Award (or announcement  
of oral interviews if necessary):** March 15, 2010

One (1) original plus four (4) copies (five 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:

Darrell L. Howard Telephone: (205)251-8139 e-mail: [dhoward@rpcgb.org](mailto:dhoward@rpcgb.org)

#### SUBMITTALS SHOULD BE MAILED OR HAND DELIVERED TO:

Darrell L. Howard, AICP, PTP  
Principal Transportation Planner  
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.

Written questions in regarding the RFP will be received until 4:00 p.m. (CDT), February 5, 2010. Responses to written questions will be made available at [www.bhammpo.org/publicinvolvement/doingbusiness.htm](http://www.bhammpo.org/publicinvolvement/doingbusiness.htm) on Friday, February 12, 2010 by 4:00 p.m. (CDT). RPC staff will not respond to verbal questions or meeting requests regarding this RFP.

Submittals will be received by the RPC until 12:00 p.m. CDT, **Friday, February 26, 2010**. 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 four (4) 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 Proposals may not be withdrawn after the time for proposals to be opened has passed.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 RPC or MPO, in any way, neither to enter into contractual agreement nor negotiation for the aforementioned professional services as described hereto. A short list of firms may be selected from the proposals received. These firms may be invited to participate in an interview process with the selection committee. RPC 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.

The RPC shall not be liable for any costs incurred by contractors prior to issuance of a contract.

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## **Section 1.0      General Information**

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### **Plan Purpose**

The Regional Planning Commission of Greater Birmingham (RPC), on behalf of the Birmingham Metropolitan Planning Organization (MPO), is seeking proposals from firms or teams of firms experienced in comprehensive transportation planning and traffic management and operations necessary to provide assistance and technical support to the Birmingham MPO for the development of the Birmingham Regional Thoroughfare Plan and Local Thoroughfare Plan Development Guide.

The Birmingham Regional Thoroughfare Plan is a component of the Birmingham Regional Congestion Management Process, and a distinct functional plan of the Regional Transportation Plan for the Birmingham metropolitan planning area. The Plan will establish a framework for analyzing, planning, and developing the future roadway network for the counties and local jurisdictions within the Birmingham metropolitan transportation planning area, to include consideration of:

- Access Management Strategies;
- Intersection Configuration and/or Signalization Modifications;
- Interchange Modifications;
- Capacity Expansions along Existing Roadway Corridors;
- Placement of New Roadway Facilities, and;
- Accommodations for Non-Motorized Travel and Public Transit Services.

The Regional Thoroughfare Plan is intended to provide guidance to the development of an innovative and sustainable network of regionally significant thoroughfares, as well as the creation of a management plan, both of which will:

- Enhance the region's accountability in providing acceptable levels of services;
- Prioritize future investment for the primary regional arterial system, and;
- Strengthen the link between transportation planning and traffic management and operations.

To that end, the Regional Thoroughfare Plan will provide a broad look at the existing regionally significant arterial roadway network, identifying potential improvements needed to enhance mobility in these corridors under both current and future conditions.

A Local Thoroughfare Plan Guide will also be developed in order to provide county and local governments with direction for creating, incorporating, and maintaining a major and collector street plan that meets the State of Alabama's legal requirement for thoroughfare planning into the local planning process. This Guide, which is envisioned to be a universally transferable "how to" template, will provide direction for integrating the thoroughfare plan into the comprehensive planning process, project development and programming processes i.e. detailed planning and capital financing/budgeting, and regulatory process i.e. zoning and subdivision regulations

It is envisioned that the Consultant will provide technical support to the Birmingham MPO in the development of Regional Thoroughfare Plan, particularly as it relates to the MPO's continuing development of regional transportation network performance assessment and evaluation indicators, arterial performance targets, and arterial management guidelines. The Consultant shall be primarily responsible for developing the Local Thorough Plan Guide to include base roadway design standards reflective of the facilities' regional significance, mobile functionality, context sensitivity, area type, multi-modal potential, economic development and sustainability, etc.

## **Study Area**

The proposed study area includes the entirety of the Birmingham metropolitan planning study area (Jefferson and Shelby County), with a specific focus on the identified regionally significant transportation facilities, particularly the arterial and major collector roadways. The Birmingham MPO will decide in consultation with the selected consultant the specific roadway facilities to include in the final study area.

## **Coordination**

The Consultant will take primary direction from the RPC Project Manager (Darrell Howard, AICP PTP). The Consultant will best demonstrate the ability to deliver quality work on schedule and in a cost-effective manner, consistent with the tasks and deliverables in this RFP. All data and reports shall be provide in electronic format that is both web ready such as Adobe Portable Document Format (.pdf) and editable (Microsoft Word, Excel, Adobe InDesign file format, etc.)

While the RFP tasks are ordered numerically below, they need not be accomplished in any particular order. The RPC encourages each proposal to represent the Team's best judgment in scheduling and coordinating tasks, with the understanding that some of the tasks can be on-going

Mapped data should be provided to the Birmingham MPO as ArcMap shape files, layer files, and geodatabases. All maps produced for reports shall be provided as .mxd files with relative paths already mapped upon delivery. All data, maps and all other materials prepared or collected under this contract will become the property of the Regional Planning Commission of Greater Birmingham on behalf of the Birmingham Metropolitan Planning Organization.

## **Project Budget**

The target budget for the third party contracting work to complete the Regional Thoroughfare Plan is \$150,000.

## **Section 2.0      Project Management/Ownership of Work Products**

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The development of the Birmingham Regional Thoroughfare Plan and Local Thoroughfare Plan Development Guide will be conducted under contract with the Regional Planning Commission of Greater Birmingham, on behalf of the Birmingham Metropolitan Planning Organization. Approval of work products shall be the purview of the Regional Planning Commission of Greater Birmingham Project Manager.

Unless specified otherwise, the final embodiment of deliverables (maps, charts, tools, reports, etc) may vary by task. However, technical memoranda documenting the Team's work product and recommendations are required wherever possible. All data and work product shall be delivered to the RPCGB project management in hard copy as well as electronically.

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 on behalf of the Birmingham Metropolitan Planning Organization, free from any claim or retention of rights thereto on the part of the Consultant, its agents, its subcontractors, officers, or employees.

## Section 3.0 Instructions for Written Proposal

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**Preparations of Proposals** - Consultants 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. Periods of time, stated as a number of days, shall be calendar days.

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.

**Required Information** - The following items shall be submitted with each 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 four (4) copies (five (5) copies total) of the 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 RPC.
  4. References: A minimum of three (3) references for the prime Consultant and two (2) for all subcontractors, complete with address, telephone number and email address, of the governmental entities for which the contractor has performed similar work.
  5. Proposal: The proposal shall be arranged in the order as described below, and shall adhere to the length standards as specified.
- 3.1 **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 you operate as an individual, partnership or corporation; and if incorporated, include the state in which you are incorporated.

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, exercising functions or responsibilities with respect to this project shall during his or her tenure, or for two years thereafter, have any interest, direct or indirect, in any proceeds thereof."*

The letter shall state the Proposer is not party to an outstanding lawsuit against the Regional Planning Commission of Greater Birmingham, the Birmingham Metropolitan Planning Organization, or the Birmingham-Jefferson Transit Authority.

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.

- 3.2 **Project Understanding and Approach** - The Statement of Project Understanding and Approach is a concise summary of the Proposer's general understanding of the project and the proposed approach for accomplishing the project. Tasks and sub-tasks should be discussed generally and a description of deliverables included. Also identify coordination efforts and state what products or reports are to be presented for review following each major task. The responsibilities of any subcontracting firms will be clearly noted
- 3.3 **Project Staffing and Schedule** - A summary of proposed staffing will be included with the proposal. The summary should include all major tasks and the individuals responsible for completing them. The technical work to be performed by the firm, its subcontractors, including a Disadvantaged / Women-owned Business Enterprise (DBE), must be identified by task.

The project schedule should include a timeline that shows major milestones, estimated deliverable dates, and the estimated study completion date. The timeline should be shown in weeks following the notice to proceed.

- 3.4 **Project Staff Qualifications** - The resumes and/or professional biographies of the proposed project team should be included in the proposal. Resumes and/or professional biographies should indicate that the proposed project team staff is knowledgeable and has experience in the areas of expertise needed to produce the deliverables and the final products for this project.
- 3.5 **Man-day and Fee Proposal** - Although proposals are not evaluated based on cost, but rather on qualifications, Proposers should include man-day and fee proposals with their submittal. Man-day and fee proposals should be included in a separate envelope that is clearly marked "Man-Day and Fee Proposal". Man-day and fee proposals should be based on the costs to complete the tasks identified and provide the deliverables identified in the project approach. Inclusion of man-day and fee proposals is requested with the submittal in order to aid in expediting the contract development, review and approval process.
- 3.6 **Attachments** - The proposal shall contain an executed and notarized copy of Attachment A - Affidavit of Non-Collusion, Attachment B - Fair Employment Practice Statement, and Attachment C - Contingent Fees Statement. The Original, notarized documents shall be included with the Original Proposal. Copies of the original shall be included in all four copies of the proposal.

**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 with maximum page length indicated (a page is defined as one side of a piece of paper).

<b>Proposal Structure and Page Limits</b>
Letter of Transmittal/Cover Letter (1 pages)
Table of Contents (1 page)
Statement of Project Understanding and Approach (5 pages)
Project Staffing and Schedule (2 pages)
Project Staff Qualifications (2 pages)
Man-day and Fee Proposal (Submit in Separate Envelope)

<b>Attachments</b>
Attachment A: Affidavit of Non-Collusion
Attachment B: Affidavit of Fair Employment Practices
Attachment C: Contingent Fees Statement
Attachment D: Conflict of Interest Disclosure
Attachment E: DBE Utilization Commitment Form
DBE Certification

## Section 4.0 Review and Evaluation of Qualifications

- 4.1 **Consultant Selection** - RPC staff and project consultant selection committee will evaluate written proposals. Based upon the evaluation and ranking of the written proposals, RPC staff will establish a “short-list” of firms. If deemed necessary, firms identified on the short-list may be invited to make oral presentations and respond to questions posed by the project consultant selection committee in order that the committee might better determine the Proposers ability to perform the work. The RPC Executive Director, under authority of the RPC Executive Committee, will enter into an agreement with the selected firm. The MPO membership will be informed of the selection.
- 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
4.5	Scope/Approach	Does the proposal reflect a thorough, thoughtful, creative approach to the task? Is there evidence of a clear understanding of the project objectives, methodology to be used and results that represent goals desired from the project?
3.0	Assigned Personnel	Do the persons who will be working on the project have the necessary skills? Are sufficient people of the requisite skills assigned to the project?
1.5	Previous Related Experience	Does the firm have previous related experience with this line of work? To what extent?
1.0	Disadvantaged / Women Owned Business Enterprise (DBE)	Does the response indicate DBE participation? The higher the level of participation the more points possible in this category.

References will be asked the following questions:

Overall Performance	Would you hire this firm again? Did they show the skills required by this project?
Timetable	Was the original Scope of Work completed within the specified time? Were interim deadlines met in a timely manner?
Responsiveness	Was the firm responsive to client needs; did the firm anticipate problems? Were problems solved quickly and effectively?
Budget	Was the original Scope of Work completed within the project budget?
Job Knowledge	<p>a) Did the project meet the Scope of Work? Was the professional/firm fully versed in state-of-the-practice/state-of-the-art thinking in the project area? Was there a good understanding of the interrelated nature of transportation planning</p> <p>b) If firm administered a subcontract, did the subcontractor's work meet the Scope of Work? Did the subcontractor demonstrate an understanding of the project?</p>
Additional Questions	Any questions brought up at the proposal review committee meeting concerning the Consultant.

- 4.3 **Contract Negotiations** - Based on the information submitted and internal budgetary considerations, the RPC may request adjustment of the submitted Scope of Work, if required. If negotiations cannot produce a contract, the RPC 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 RPC 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 RPC 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 RPC and the Proposer.

- 4.7 **Statement of Disadvantaged Business Enterprise Involvement (DBE)** - The RPC seeks meaningful participation by qualified disadvantaged and women owned businesses in its procurement process. 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, RPC 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 RPC designated representative acting in good faith, the RPC 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 RPC terminates the contract, the Consultant shall pay the RPC’s reprocurement costs, including, without limitation, any costs associated with reprocurement delays. The RPC 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.

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

Written requests for clarification should be directed to the person(s) whose name appears on the title page. Any correspondence related to the RFP should refer to the appropriate page and paragraph number. Written questions should be submitted to the RPC by 4:00p.m., Friday, February 5, 2010. RPC staff will not respond to verbal questions or meeting requests regarding this RFP. Responses will be provided by 4pm Friday, February 12, 2010 at [www.bhammpo.org/publicinvolvement/doingbusiness.htm](http://www.bhammpo.org/publicinvolvement/doingbusiness.htm).

- 4.9 **Verification of Information** - The RPC 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 RPC and a rejection of the proposal.

- 4.10 **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 ARE NOT considered as exceptions.

- 4.11 **Proposal Evaluation** - Only authorized personnel having a legitimate interest in the RFP or persons assisting in the evaluation of the RFP shall be shown proposals, modifications and other information received in response to the RFP. After contract award, the successful proposal and evaluation document shall be open for public inspection in accordance with Proposer's Rights.
- 4.12 **Late Proposals** - Late proposals will not be considered. Any Proposer submitting a late proposal shall be so notified.
- 4.13 **Withdrawal of Proposals** - At any time prior to the specified proposal due time and date a Proposer (or designated representative) may withdraw the Proposal.
- 4.14 **Amendment of Proposal** - Receipt of a Request for Proposal Amendment or Clarification must be acknowledged by signing and returning the document to the RPC with the Proposal.

## Section 5.0

## Major Contract Provisions

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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 RPC. 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 RPC 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 RPC 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 RPC.
- 5.4 **Performance Standards** - The RPC 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 **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 Birmingham Metropolitan Planning Organization, free from any claim or retention of rights thereto on the part of the Consultant, its agents, its subcontractors, officers, or employees.
- 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 RPC:
  - The Contractor fails to perform adequately the services required in the contract;
  - The Contractor attempts to impose on the RPC 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 RPC 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 RPC because of the cancellation, agrees to indemnify the RPC 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 RPC 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 RPC by written notice may terminate the contract, in whole or in part, when it is deemed in the best interest of the RPC. 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 **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 RPC reserves the right to review such procedures to ensure acceptability. Persons requesting such information should be referred to the RPC.
  - 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 RPC 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 RPC.
- 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 RPC 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 RPC from liability as a result of this study. This coverage may not be canceled, reduced or allowed to lapse without written notice to RPC.

## **Section 6.0 Protest Procedures**

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- 6.1 All protests must be submitted in writing to the RPC 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 of the protester’s grounds for protest with full documentation of their claim.
- 6.2 The RPC shall convene the consultant selection committee to review and evaluate the protest. This committee shall be the same as the original evaluation committee for the proposals.
- 6.3 Upon receipt of protest, the RPC shall notify the consultant selection committee and establish a time for a committee meeting that will be held within ten (10) business days after receipt of the protest. This committee shall evaluate the material provided by the protester and shall assist the RPC in preparing a written response concerning the validity of the protest and if appropriate, any corrective action to be taken.
- 6.4 Any potential Proposer filing a protest with the RPC prior to the proposal deadline shall submit the protest no later than ten (10) business days prior to the proposal due date and time. The protest shall contain all reasons for the protest. The RPC will respond to the protest within ten (10) business days of receipt of the protest.
- 6.5 Any potential Proposer filing a protest with the RPC prior to the contract award date shall submit the protest no later than ten (10) business days prior to the award date. The protest shall contain all reasons for the protest. The RPC will respond to the protest within ten (10) business days of receipt of the protest.
- 6.6 Protests filed after contract award must be received by the RPC within ten (10) business days after notification of award. The protest shall contain all reasons for the protest. The RPC will respond within ten (10) business days after the protest is received.
- 6.7 If the initial procurements have been acted upon (resolution of contract approval) by the RPC Executive Director, the response of the committee shall be reported to the RPC Executive Director who will then issue a decision and authorize corrective action, if necessary. In all other cases, the RPC, in consultation with the consultant selection committee, will make the final decision.

## **Section 7.0      Required Forms**

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**Attachment A**  
**Regional Planning Commission of Greater Birmingham**

AFFIDAVIT AND INFORMATION REQUIRED OF PROPOSERS

**AFFIDAVIT OF NON-COLLUSION**

I hereby swear (or affirm) under penalty or 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 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. 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
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 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 \$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 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:

\_\_\_\_\_

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**

**Name of Prime Contractor:**

Project:

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**Name of DBE Contractor:**

Address:

---

Type of Work to be Performed:

---

Projected Date for Work:

---

Percentage of Total Proposal:

---

**Name of DBE Contractor:**

Address:

---

Type of Work to be Performed:

---

Projected Date for Work:

---

Percentage of Total Proposal:

---

**Name of DBE Contractor:**

Address:

---

Type of Work to be Performed:

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Projected Date for Work:

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Percentage of Total Proposal:

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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