



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

U.S. 11 Southwest Corridor Transit Alternatives Analysis

Issue Date: January 18, 2010

Schedule: Written questions will be due by 4:00 p.m. (CDT), February 1, 2010

Responses to written questions provided by: 4:00 p.m. (CDT), February 15, 2010

Proposals will be received until: 12:00 p.m. (CDT), March 1, 2010

Notice of Award (or announcement of oral interviews if necessary): March 31, 2010

One (1) original plus nine (9) copies (ten 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@rpgb.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 1, 2010. Responses to written questions will be made available at www.bhammpo.org/publicinvolvement/doingbusiness.htm on Monday, February 15, 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, **Monday, March 1, 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 nine (9) 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 Proposals may not be withdrawn after the time for proposals to be opened has passed.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

Plan Purpose

The scope of work for the US 11 Southwest corridor study was created recognizing the significance of this corridor to the region's travel and continued growth and development. The US 11 Southwest corridor was once a thriving retail, industrial, and residential corridor that has seen these areas of growth decline significantly over the past 20 years. To that end, the scope of work for the US 11 Southwest corridor study was designed to identify options for land development/redevelopment centered on public transportation that could serve as revitalization tools to attract new housing and businesses to the corridor, while at the same time serve existing and future travel markets.

The study is intended to provide the Regional Planning Commission of Greater Birmingham, Jefferson County, the Cities of Bessemer and Birmingham, Brighton, Fairfield, Midfield, and Lipscomb, located along the US 11 Southwest corridor with agreed upon public transportation alternatives for travel in the US 11 Southwest corridor. This would include alternatives that augment, support, and complement previous recommendations for multi modal travel, including a complete street approach and access management. The study will consider previous planning efforts such as the Birmingham Regional Alternatives Analysis of 2004, the plan that developed the basis of the regional transit system plan, and build upon on-going planning recommendations from recently completed or ongoing corridor studies and comprehensive plans.

In addition to public transportation alternatives, the study will also provide the previously identified planning partners with land development/redevelopment scenarios along the US 11 Southwest corridor. Land use scenarios shall be supportive of the potential alternatives for transportation system improvements, and influencing the character of the transportation system where appropriate. The land development/redevelopment scenarios should be of sufficient detail to prepare a development Proforma and any required supporting form based code. This would include land use plans, urban design concepts and/or overlay districts, regulatory documents, and implementation strategies. The documents also should be of sufficient quality to enable the above named entities to incorporate components of the products developed into existing local and/or corridor specific planning and/or regulatory documents. This would include comprehensive plans, corridor plans, and major thoroughfare plans.

To that end, the consultant will complete the activities identified in the work tasks of this scope of work, seeking to address the following critical issues:

- How do various land development/redevelopment scenarios inform the demand for continued housing, employment, educational, retail, industrial, and service opportunities?
- What is the most appropriate and realistic mix of future land uses in the study area, specifically those that will encourage and maximize the use of specific transportation modes such as bus rapid transit, light rail, commuter rails, and arterial HOV?
- What types of transportation system demand and infrastructure investments will most effectively meet the travel demands resulting from potential land development/redevelopment scenarios?
- What are the optimal mixes of modal investments needed to support the various travel markets using the US 11 Southwest corridor?

It is expected that different and possible unique scenarios will be developed for transportation alternatives.

The selected consultant will be required to coordinate efforts with other current and completed studies including:

- Birmingham Southern University Campus Master Plan
- Alabama Department of Transportation Arkadelphia Road Improvement Concept
- The Birmingham Regional Alternatives Analysis
- Jefferson County, Alabama Comprehensive Land Use Plan
- The City of Birmingham's Legion Field Redevelopment Plan
- The City of Birmingham's 5-Points West/Fair Park Redevelopment Plan
- The City of Birmingham's Community/Neighborhood Development Plans
- The City of Bessemer's Comprehensive Plan and Major Thoroughfare Plan
- The City of Fairfield's Comprehensive Plan
- The City of Midfield's Comprehensive Plan
- The In-town Transit Partnership (ITP) alternatives analysis, and
- The Mobility Matters (I-65) project

The MPO has invested heavily in two technical tools that are, and will continue to be, the basis for land use scenario planning and transportation modeling. The MPO uses the ArcGIS-based Index Plan Builder by Criterion Software for testing the potential outcomes of different land use scenarios, and Citilab's Cube Voyager for travel demand modeling. Proposers must describe if and how they plan to integrate these tools into their plan development approach.

Study Area

The proposed study area for physical improvements includes the entire length of the US 11 corridor beginning at the intersection of 18th Street North in Downtown Birmingham and terminating at McAshan Drive in unincorporated Jefferson County, and the area between I-20/59 to the north, and Jefferson Avenue/Dartmouth/Eastern Valley Road to the South.. The study corridor also includes the segment of Eastern Valley Road/CR-18 and Old Tuscaloosa Highway/CR-20 south of SR-150 between Academy Drive in Bessemer and McAshan Drive in unincorporated Jefferson County. The proposed project study area is shown on page 6 of the RFP. The Birmingham MPO, in consultation with the selected consultant, will decide the final study area limits.

Coordination

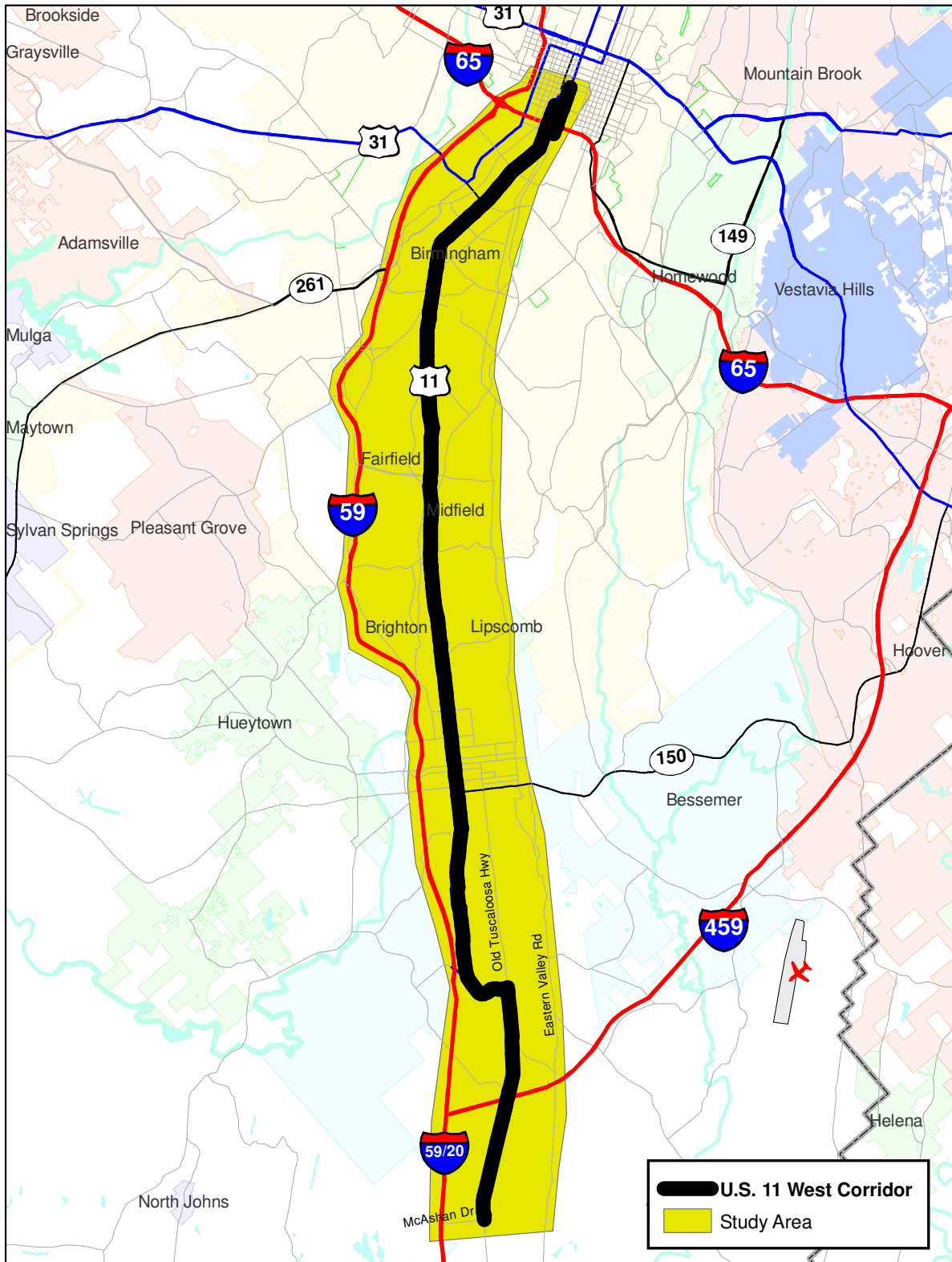
The Consultant will take primary direction from the RPC Project Manager (Darrell Howard, AICP PTP). The Consultant will best demonstrate the ability to deliver quality work on schedule and in a cost-effective manner, consistent with the tasks and deliverables in this RFP. All data and reports shall be 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 Tier 1 Analysis as outlined in this RFP is \$1.1 million (\$1,012,751).



Study Location Map
U.S. 11 West Corridor Transit Study
 January 2010

Section 2.0 Project Management/Ownership of Work Products

The US 11 Southwest Corridor Study 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 Scope of Services

Task 1.0a – Project Coordination Plan

Immediately after receiving the notice to proceed the Consultant shall prepare a *Project Coordination Plan* that presents a detailed scope of work to complete the project as identified in this Request for Proposals, and as provided in the executed contract between the consultant and the Regional Planning Commission of Greater Birmingham. The *Project Coordination Plan* shall also include a detailed project schedule and budget, both of which are based on project specific tasks, milestones, and deliverables. The *Project Coordination Plan* will include a list of project participants, roles, responsibilities, and contact information in order to ensure a smooth flow of information and efficient project execution. The *Project Coordination Plan* will outline file management systems, data maintenance, and distribution protocols for project related information and/or materials. Finally, the *Project Coordination Plan* will include a Quality Assurance/Quality Control (QA/QC) plan, and will establish QA/QC requirements for all members of the project team.

Deliverables: Project Coordination Plan

Due: 30 Days after NTP

Task 1.0b - Public Engagement and Community Stakeholder Involvement Action Plan

Because of this corridor’s planning history, or lack thereof, and significance to the I-20/59 travel corridor, a strong public engagement and community stakeholder involvement action plan is critical to the success of the study. Therefore, the management of meetings, preparation of material, and organization of comments will be required throughout the plan development process. The consultant public involvement program should be consistent with the NEPA scoping process. The Consultant should consider the anticipated level of environmental documentation required, and the timing of the federally required scoping process. This should be included in the finalized Public Engagement and Community Stakeholder Involvement Plan.

Project oversight and guidance is expected to be provided by a project Corridor Steering Committee consisting of representatives from local municipalities, county highway departments, the Birmingham Jefferson County Transit Authority, the Alabama Department of Transportation, major property owners, and other affected stakeholders. The Consultant should also consider strategies to engage the Corridor Steering Committee. Strategies will also be considered for engaging local planning commissions in the study process. It is possible that a Citizen’s Advisory Committee will be created to enhance the public involvement process.

Proposers must describe the anticipated level of effort for involving the steering committee, the public and stakeholder groups in the study. Specifically, the Proposer shall address how and when it will engage various audiences (e.g., public, businesses, government, etc.) throughout the term of the contract.

Deliverables: Consultant Coordination Plan

Public Engagement and Community Stakeholder Involvement Action Plan

Due: 30 Days after NTP

Task 2.0 – Data Collection and Needs Analysis

The task requires an assessment of existing and future conditions for both transportation components and land use elements within the study corridor. In addition, the Consultant must balance the goals and objectives of the Regional Transportation Plan (RTP) with corridor and area specific goals and objectives developed by corridor stakeholders. It is these goals and objectives (the RTP and stakeholder identified) that shall guide the analytical processes of transportation system and land use scenarios. It will be important for the Consultant to determine how they might evaluate scenarios in order that they might determine what data needs to be collected, from whom, and how.

It is expected that much of the data needed will be supplied by the Birmingham Metropolitan Planning Organization, its hosting agency, the Regional Planning Commission of Greater Birmingham, the Alabama Department of Transportation, the Birmingham Jefferson County Transit Authority, or any of the other planning partners having jurisdictional control along the study corridor.

Geographic Information Systems Data

A strong Geographic Information Systems component is required for the development of the Alternatives Analysis and the associated environmental documentation. The RPC will supply the Consultant with GIS data from its own databases, and will aid the Consultant in securing data from local planning partners and, if necessary, state sources. RPC will provide the Consultant with the most recent aerial digital photographs within the RPC's possession. Any geospatial data gathered and/or developed for this study should be delivered, consistent with ESRI ArcGIS 9.3 or later specifications, and projected in NAD83 State Plane Alabama West. Metadata produced for each data item should conform to state and National Data Infrastructure/National Spatial Data Information (NSDI) standards for GIS metadata documentation. The following GIS data is readily available from the RPC:

Jurisdiction	Shapefile/ZIPfile	Description	Type
City of Birmingham	bldg_studyareabuffer	Building Footprints	Polygon
	cline_studyareabuffer	Street Centerline	Polyline
	pave_studyareabuffer	Edge of Pavement	Polyline
	rr_studyareabuffer	Railroads	Polyline
	zone_studyareabuffer	Zoning	Polygon
Jefferson County	buildingfootprints	Building Footprints	Polygon
	_poles	Utility Poles	Point
	_transportation	Transportation Features	Polygon
	cline	Street Centerline	Polyline
	landuse	Land Use	Polygon
	Zoning	Zoning (limited)	Polygon
MPO	All Roads	GDT Roads (JeffCo & ShelCo)	Polyline
	Case Area	INDEX Case Area Boundary	Polygon
	GNIS	Points of Interest	Point
	INDEXReferencePolygons	Parcels	Polygon
	Jurisdiction	INDEX Jurisdiction Boundary	Polygon
	MPORoadNetwork	Loaded MPO Network Model	Polyline
	RiversAndStreams	NHD Rivers and Streams	Polyline
	StudyArea	INDEX Study Area Boundary	Polygon
	WaterBodies	NHD Water Bodies	Polygon
	contours	2 Foot elevation contours	Polyline
	flood_spc83_ft	FEMA Q3 Flood Data	Polygon
	JeffSoils	Soils (with Hydrological Group)	Polygon

All GIS Project files should be delivered in appropriate format. Additionally, all maps must have associated data defined by relative path names and must be reproducible from the source media. All data produced by the Consultant must be compatible with the RPC databases and GIS software i.e. MS Access and Arc Map. Additionally, the data must also be compatible with the RPC's Cube Voyager modeling software.

Demographic Data

The RPC will provide the Consultant with demographic data that illustrates the 2000 US decennial Census population and employment, the estimated 2009 population and employment, and the population and employment projected to the 2035 plan horizon year.

Traffic Operations Data and Analysis

The consultant shall collect and analyze traffic operations data for the study corridors as well as for intersections and/or roadways within the study corridor. This data will be collected in order to better understand existing traffic operating conditions, as well as for use in making a reasonable estimate of future traffic conditions. This analysis will help in the development of the required "Making the Case" documentation for FTA Section 5309 program evaluation and the NEPA required Purpose and Need statement. The data collected will include all necessary information to analyze traffic movements and operations, and will include but not be limited to:

- Average Annual Daily Traffic
- Intersection Turning Movement Counts
- Existing Roadway Cross-section
- Intersection Configuration
- Signal Phasing and Timing Plans
- Traffic Control Device Inventory
- On-street Parking Inventory
- Driveway Cuts/and/or Parking Structure Access Points
- Transit Facility / Bus Stop Inventory

Land Use Data and Analysis

Information about existing, planned, and proposed land uses should also be utilized to assist in the development of trip generation rates, to inform the development of the Index analysis, and to inform the development of corridor wide and station area specific land use plans. The RPC, in cooperation with its planning partners and project stakeholders, will insure that the Consultant is provided with land use plans, available land use data, and a list of proposed developments.

Existing Conditions Report

Based on information obtained and developed a summary report of the existing conditions of the transportation system and land use environment for the US 11 Southwest Corridor.

- Deliverables:**
- Data Collection Plan**
 - Existing (Baseline) Transportation Conditions**
 - Existing (Baseline) Land Use Conditions**
 - Goals and objectives**
 - Potential alternative evaluation measures**
 - Historical perspectives of land use and transportation**
 - "Making the Case" Report"**

Task 3.0 - Corridor and Station Area Development Estimates

The Consultant will prepare an estimate a range of reasonably expected demand for residential, office, retail, industrial and cultural/recreational development for the areas along the proposed transit alignments, and within a ½ mile area of identified major transit station locations. The Consultant will also include in the estimate a range of reasonably expected demand for residential, office, retail, industrial and cultural/recreational development for the typical transit station by transit mode. It is expected that this information will inform the development of transportation and land use scenarios. A key desire of the Birmingham MPO is the ability to track changing conditions and TOD outcomes in order that forecasts might be adjusted as time and conditions change.

Deliverables: Corridor and Station Area Development Market Study

Task 4.0 - Tier 1 Analysis

Based on the results of the early scoping meeting described in Task 1b, the Consultant shall initiate a Tier 1 Analysis of the study corridor. The Tier 1 Analysis is a corridor level Alternatives Analysis intended to provide the Conceptual Definition of Alternatives that will be carried forward for further analysis in the study process. The expectations of how the Tier 1 Analysis will be developed along with its key components are provided in the following subtasks.

Task 4.1 - Transportation Scenario Alternatives

The Consultant, in consultation with the Birmingham Metropolitan Planning Organization, will identify and clearly delineate the universe of all reasonable transportation scenario alternatives. This would include alternatives that augment, support, and complement previous recommendations for multi modal travel, including a complete street approach and access management. In addition to modal and route alternatives, a baseline alternative scenario reflective of historical trends extended into the future will be developed. A Transportation System Management (TSM) alternative, reflective of iterative, low-cost corridor improvements will also be developed. All other alternatives will be compared against these.

Transportation alternatives should inform the development of the corridor's land use plan as well as the station area plans. However, transportation alternatives should also draw from these planning efforts, and adjust accordingly. Transportation scenarios should provide sufficient information to allow them to be compared against a baseline scenario. Transportation scenarios should also be compared against one another in order that their relative merits might be evaluated. The evaluation process conducted in concert with the corridor steering committee, an open public involvement process, and stakeholder input will result in the determination of a locally preferred alternative (LPA) for transit services. This process will provide guidance for other transportation infrastructure to include roadways, non-motorized transportation facilities, and regular fixed-route transit services.

The Consultant shall use visualization techniques to illustrate the differences between transportation modes and alignments, land use and urban design. Visualization techniques should also enable stakeholders and interested participants to understand the impacts, opportunities, and trade-offs of the differing transportation scenario alternatives. Visualization should represent the full spectrum of the connection between land use and transportation and address these issues:

- How do various land development/redevelopment scenarios inform the demand for continued housing, employment, educational, retail, industrial, and service opportunities?

- What is the most appropriate and realistic mix of future land uses in the study area, specifically those that will encourage and maximize the use of specific transportation modes such as bus rapid transit, light rail, commuter rails, and arterial HOV?
- What types of transportation system demand and infrastructure investments will most effectively meet the travel demands resulting from potential land development/redevelopment scenarios?
- What are the optimal mixes of modal investments needed to support the various travel markets using the US 11 Southwest corridor?
- It is expected that different and possible unique scenarios will be developed for transportation alternatives.

Changes may be suggested to access management practices, existing transit services, and other transportation improvements as deemed necessary for the scenario to work.

Task 4.2 – Corridor Vision/Station Area Identification Criteria

The Consultant working with the RPCGB will develop a corridor vision and generalized station area identification for use in public engagement and the planning process. The RPC and the Consultant will develop a site evaluation matrix. The RPC and the consultant will collaborate to develop a corridor vision and station area identification criteria. The work product will be a common vision for the corridor that connects station areas to one another, to the adjacent communities and unifies the overall corridor. The consultant should demonstrate their concept for accomplishing this visioning process in concert with the RPC.

Task 4.3 - Station Area Planning

The Consultant will create a conceptual comprehensive corridor land use plan based on the corridor vision developed in Task 4.2. The Consultant shall lead the planning efforts for the station areas. It is expected that the Consultant will determine the locations of station areas consistent with the corridor vision, and assess the feasibility and level of responsiveness to the community in which stations are proposed. Once station areas have been identified, and their appropriateness has been determined, the Consultant shall create a comprehensive set of planning documents to guide the physical development of transit station areas that include design guidelines for each station area, as well as the regulatory tools to enforce concepts. As part of this effort, the Consultant shall also consider strategies to implement development recommendations specific to station areas. These strategies will be accompanied by a presentation of next steps.

Development of station area plans should be created in such a manner that they are appropriate to the different modal and alignment alternatives. They should also provide sufficient information to allow them to be compared against a baseline scenario as well as one another. Station area information should also be sufficient to providing input to transportation scenarios in order that they might also be compared. Scenarios should reflect the varying characteristics of the existing development pattern along the corridor, and may suggest changes to land use patterns, urban design, land development regulations, legal frameworks, and other implementation tools.

Task 4.4 - Transportation and Land Use Scenarios Evaluation Criteria

The Consultant, in cooperation with the Birmingham Metropolitan Planning Organization and guidance from the proposed corridor steering committee, will develop an evaluation criterion appropriate to screen both transportation and land use scenarios within a Tier 1 Analysis. Evaluation criteria shall be based on the Birmingham 2035 Regional Transportation Plan's goals and objectives, as well as corridor specific goals and objectives. The Consultant shall screen alternative scenarios in

order to narrow the number of potential alternative scenarios for both transportation and land use/land development.

Based on the information for both the transportation and land use/land development scenario, the selected Consultant shall evaluate alternative scenarios for their effectiveness in meeting future demands for infrastructure, public services, as well as achieving stated goals for growth and land development. The Consultant shall examine the impacts of transportation and land use/land development scenario alternatives on growth patterns for both population and employment, and identify the resulting development pressure points, as well as the compatibility with existing land use and/or proposed transportation plans. Evaluation of land use/land development scenarios will also consider deficiencies in both the current and future year transportation network as a result of the anticipated changes in land development, population, and employment. At a minimum, evaluation considerations for alternative scenarios shall be based on the FTA New Starts criteria. Transportation and Land Use alternatives shall be compared and prioritized according to the following factors:

- Goals and Objectives
- Costs (Implementation, Operating, and Maintenance) and Benefits
- Environmental Impacts (Expected)
- Policy Impacts (Expected)
- Economic Impacts
- Land Use Impacts
- Travel Impacts

The Consultant shall present the findings of the evaluation to the Birmingham Metropolitan Planning Organization and the proposed committee structure. Based on the Consultants findings, public input and guidance from the Birmingham Metropolitan Planning Organization, study area stakeholders will be encouraged to identify a locally preferred transportation system alternative, as well as a locally preferred land use scenario.

Deliverables: Planning Support Coordination Plan
Definition of Transportation Alternatives
Corridor Vision/Station Area Identification Criteria
Transportation Scenarios
Tier 1 Evaluation Methodology
Evaluation/Ranking Factors
Completed Tier 1 Analysis
Conceptual Comprehensive Land Use Plan
Station Area Plans, Design Guidelines, and Development Alternatives

Task 5.0 - Plan Implementation Strategies

The Consultant shall develop an implementation plan that lays out a set of potential strategies and actions that need to be taken by the Birmingham Metropolitan Planning Organization, affected government agencies, Jefferson County, and the local municipal jurisdictions located along the US 11 Southwest study corridor in order to advance transit alternative through the FTA New Starts process. Strategies should provide specific guidance for entering and advancing through the FTA New Starts process. Implementation Strategies should also provide guidance for:

- Changes to local policies and regulatory tools;
- Legislative changes, and;
- Strategic partnerships.

The Consultant will also develop station area specific Implementation Plans. It is envisioned that the implementation plans will include recommendations for financing proposed infrastructure improvements, incentives to encourage desired development patterns, and guidance for coordination and mutual cooperation on corridor-wide issues in order to ensure that the integrity of the plan is maintained.

Implementation plans will also include recommendations for administrative structures to manage its (the implementation plan's) execution. Administrative structures may include, but are not limited to, Community Development Corporations, Community Housing Development Organizations, or Capital Improvement Cooperative Districts (CICD).

Finally, implementation plans will include phasing strategies that address the types and timing of public actions as well as the achievement of development targets in the near, intermediate, and long-term. This would include the timing of such changes as zoning ordinance modifications, subdivision regulations, land assembly, infrastructure improvements, urban design improvements and parking.

Deliverables: Comprehensive Plan Implementation Strategy
Station Area Specific Implementation Plans

Task 6.0 - Financial Plans

The Consultant shall provide a technical memorandum that reviews the capacity and/or sufficiency of existing and potential funding sources (federal and non-federal) to support capital, operating, and maintenance costs for proposed transportation system improvements within the study corridor. This will include roadways, transit, and non-motorized transportation alternatives. The technical memorandum will identify funding gaps, and explore potential new funding sources. It is expected that any new funding sources that are proposed will be adequately described along with the legislative and/or regulatory enabling tools that make the use of these tools possible. If new legislation is required, or legislative changes are needed, the technical memorandum shall provide a discussion of these needs.

Deliverables: Financial Plan

Task 7.0 – Executive Summary and Final Report

The Consultant shall prepare a written summary of the US 11 Southwest corridor study's findings, and present it to the project Steering Committee, affected local governments, and the Birmingham MPO to include its advisory and governing committees. All data, graphics, and reports shall be provide in electronic format that is both web ready such as Adobe Portable Document Format (.pdf) and editable format (Microsoft Word, Excel, Adobe InDesign file format, etc.)

Mapped data should be provided to the Birmingham MPO as ArcMap shape files, layer files, and geo-databases. All maps produced for reports shall be provided as .mxd files with relative paths already mapped upon delivery.

Index files should be provided as completed scenarios to include case boundaries and all associated geo-databases. Additionally, customized evaluation criteria/tools developed for this project will also be provided for inclusion in the Birmingham MPO's version of Index.

Travel demand model files shall be compatible with Citilab's Cube Voyager software.

Deliverables: Executive Summary
Final Report

Electronic files (web ready and editable) of all written and analytical work products
Map and software specific data files

Task 8.0 – Environmental Documentation

If, during the course of this corridor plan’s development, additional funding becomes available the Consultant shall complete a Tier 2 Analysis of the project. The Tier 2 Analysis shall consist of the development of the appropriate environmental documentation necessary to advance the project through the National Environmental Policy Act (NEPA) process, satisfying it and enabling the identified transit alternative to secure federal funding. The NEPA process may include a further refinement of the transportation modal and alignment alternatives, development of detailed ridership forecasting, and refinement of cost estimates. As described in Task 1b, the selected Consultant shall initiate the environmental documentation process within an early project scoping process even if it is the completion of a Tier 2 Analysis is uncertain. The scoping process should be used to inform the development of transportation modal alternatives and transportation system development scenarios. The Consultant, working in consultation with the Birmingham Metropolitan Planning Organization, shall determine the timing of the scoping process.

The Consultant, working in close consultation with the Birmingham Metropolitan Planning Organization, shall solicit input from state and federal resource agencies, and make a recommendation to the cognizant federal agency as to the level of environmental documentation. The Consultant shall prepare written materials to submit to the cognizant federal agency for review and concurrence. Following the receipt of concurrence and/or guidance from the cognizant federal agency, the Consultant shall prepare environmental documentation as appropriate and make submittal to the cognizant federal agency on behalf of the Birmingham Metropolitan Planning Organization. If necessary, the selected Consultant shall also make arrangements for public hearings, public comment collection, responses to received public comments, and public process documentation.

Deliverables: Environmental Documentation

Task 9.0 - Preliminary Project Management

The Consultant, in close consultation with the Birmingham Metropolitan Planning Organization staff, shall prepare a preliminary Project Management Plan. The Project Management Plan will provide a step by step guide for completing the preliminary engineering, final design, and procurement processes. It will also address strategies to minimize and manage risks.

The Preliminary Project Management Plan will be developed in accordance with Federal Transit Administration requirements. Task 9 will be executed if it becomes evident that the locally preferred transportation alternative will result in a major transit investment project as determined through early and ongoing consultation with the Federal Transit Administration. This consultation process should provide guidance as to whether or not the locally preferred alternative is a strong candidate for receipt of Section 5309 New Starts, Small Starts, or Very Small Start funding. Task 9 may also be executed if a local decision is made to pursue implementation of a major transit investment through non-federal transportation funding sources.

The Consultant, working with the Birmingham Metropolitan Planning Organization, will first develop an outline of the plan which addresses all of the FTA requirements and which will delineate all the functional areas of project management. For each project management function, the Project Management Plan will answer the questions:

- What is to be done?

- When is it to be done?
- Who is to do it? and ,
- How is it to be done?

Certain parts of the Plan, applicable to the later phases of the Project, where the project management methodology is dependent on yet to be made policy decisions, will cite the most probable alternative methods which will be used. This will include a statement of when and how the decision on alternatives will be made. The Consultant shall also assist the Birmingham MPO in making contact and establishing a working relationship with the Federal Transit Administration's Project Management Oversight Committee.

Deliverables: Preliminary Project Management Plan

Section 4.0 Instructions for Written Proposals

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 nine (9) copies (ten (10) 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.
 6. **Page Limit:** The written proposal is limited to 40 pages single side (pages double sided) excluding attachments.
- 4.1 **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.

- 4.2 **Statement of Project Understanding** - The Statement of Project Understanding is a concise summary of the Proposer's general understanding of the project. This would include the project's purpose, expected outcomes, benefits, and challenges.
- 4.3 **Project Approach** - The Project Approach should include a scope of work comprised of tasks and sub-tasks that will be undertaken to accomplish the project and produce the deliverables identified in the RFP's Scope of Services. Proposers should describe coordination efforts and identify what products or reports are to be presented for review following each major task. A general description of the deliverables shall also be included.

Although the work proposal is based on the RFP's Scope of Services, additional details should be provided about the processes that will be used in developing the deliverables and the end product. The responsibilities of any subcontracting firms will be clearly noted.

- 4.4 **Project Staffing and Schedule** - A summary of the project schedule and 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 as well as man-day estimates by position to complete the task and overall percentage of hours devoted to that task. There is a fifteen percent (15%) goal for DBE participation for the overall project.

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. In the event a firm and its subcontractors enter into contract negotiations with RPC on this project, man-day and fee proposal information based on costs to conduct the tasks and produce the deliverables identified in the Scope of Work will be required.

- 4.5 **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.
- 4.6 **Prior 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.
- 4.7 **Availability Matrix** - The proposal must indicate other studies/projects in which the Proposer is currently engaged or likely to be undertaken during the study period by those with a principal role in this project. These individuals roles and commitment (expressed as a percentage of available time) to the other studies should be presented.

- 4.8 **References** - The proposal shall include a minimum of three (3) references for the lead Proposer, and two (2) references for all subcontractors. All references should identify a project with which the firm(s) worked directly, a contact person, telephone number, and an e-mail address.
- 4.9 **Other Information** - The Proposer may provide additional information as they desire in the final section of their response to the Request for Proposals. The Proposal Committee may use this information as background material to support the proposal. It will not be used in the formal scoring of the proposal.
- 4.10 **Financial Information** - Include a statement of professional and financial status or solvency that includes any pending controversy (i.e. legal disputes). If none exist, such a statement to that effect should be included. If appropriate, identify whether the firm is licensed to operate in the State of Alabama. Proposers should include a copy of their latest, published audit or Certified Financial Statement.
- 4.11 **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 shall be included with the Original Proposal, and copies shall be included in all ten 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).

Proposal Structure	
Letter of Transmittal/Cover Letter	(1 page)
Table of Contents	(1 page)
Executive Summary	(5 pages)
Project Approach / Scope of Work	(12 pages)
Project Staffing and Schedule	(3 pages)
Project Staff Qualifications	(8 pages)
Prior Experience	(5 pages)
Availability Matrix	(1 page)
References	(2 pages)
Other Information	(2 pages)
Attachments	
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
Attachment F:	DBE Certification

Section 5.0 Review and Evaluation of Qualifications

- 5.1 **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.
- 5.2 **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
4.0	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	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.
1.5	Previous Related Experience	Does the firm have previous related experience with this line of work? To what extent?

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.

- 5.3 **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.
- 5.4 **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
- 5.5 **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.
- 5.6 **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.

- 5.7 **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.

- 5.8 **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., Monday, February 1, 2010. RPC staff will not respond to verbal questions or meeting requests regarding this RFP. Responses will be provided by 4pm Monday, February 15, 2010 at www.bhammpo.org/publicinvolvement/doingbusiness.htm.

- 5.9 **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.

- 5.10 **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.

- 5.11 **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 RPC. The name of each Proposer shall be publicly read and recorded in the presence of witnesses at this time. Only authorized personnel having a legitimate interest in the RFP or persons assisting in the evaluation of the RFP shall be shown offers, 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.
- 5.12 **Late Proposals** - Late proposals will not be considered. Any Proposer submitting a late proposal shall be so notified.
- 5.13 **Withdrawal of Proposals** - At any time prior to the specified proposal due time and date a Proposer (or designated representative) may withdraw the Proposal.
- 5.14 **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 6.0

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.

- 6.1 **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.
- 6.2 **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.
- 6.3 **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.
- 6.4 **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.
- 6.5 **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.
- 6.6 **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.
- 6.7 **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.

- 6.8 **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.
- 6.9 **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.
- 6.10 **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.
- 6.11 **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.
- 6.12 **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.
- 6.13 **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 7.0 Protest Procedures

- 7.1 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.
- 7.2 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.
- 7.3 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.
- 7.4 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.
- 7.5 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.
- 7.6 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.
- 7.7 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 8.0 Required Forms

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:

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:

Projected Date for Work:

Percentage of Total Proposal:

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