REQUEST FOR PROPOSALS

Regional Connectivity Study Between Jefferson and Shelby County

Regional Planning Commission of Greater Birmingham Two 20th Street N, Suite 1200 Birmingham, AL 35203 www.rpcgb.org 205-251-8179



REQUEST FOR PROPOSALS Regional Connectivity Study Between Jefferson and Shelby County

SCHEDULE

Issue Date: November 22, 2023

Questions Due: December 8, 2023

Answers Posted on Website: December 15, 2023 by 4:00 PM (CST)

Proposals Due: January 12, 2024 by 4:00 PM (CST)

Shortlist: February 1, 2024

Interviews: February 26-29, 2024

Notice of Award: On or before March 6, 2024

QUESTIONS

Questions regarding this RFP should be submitted in writing and sent to Michael Kaczorowski at mkaczorowski@rpcgb.org. Responses to written questions will be available at www.rpcgb.org/requests-for-proposalsqualifications. Staff will not respond to verbal questions or meeting requests.

SUBMISSION

Applications must be emailed to: mkaczorowski@rpcgb.org

If the file is over 20 megabytes then the consultant should use Dropbox or something similar.

PDF format is preferred. Proposals should not exceed 30 pages (excluding attachments).

For questions or problems regarding submission, contact Michael Kaczorowski (205)213-6889.

PROPOSALS RECEIVED AFTER THE DEADLINE WILL BE REJECTED

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<u>Attachments</u>

- A. Certification of Non-Collusion
- B. Certification of Fair Employment Practices
- C. Certification of Contingent Fees
- D. Conflict of Interest Disclosure
- E. DBE Utilization Form
- F. DBE Certification Form and proof of DBE status

PROJECT DESCRIPTION

The Regional Planning Commission of Greater Birmingham (RPCGB) has secured funding to analyze and determine the feasibility of widening existing roadways and/or constructing potential new roadway connections between Jefferson and Shelby Counties. RPCGB is seeking proposals from qualified Consultants.

This study will develop potential solutions to address growing traffic and roadway capacity deficiencies along arterial roadways that serve Jefferson and Shelby Counties. Connectivity between the two counties is essential for commerce and health of the residents of Jefferson and Shelby Counties. While previous studies have examined roadway capacity on a corridor level, there has yet to be a study completed from a regional and strategic level.

The study will be conducted in phases. Phase 1 will focus on areas west of US-31 and south of I-459 and I-20/59. Phase 2 will focus on areas east of US-280 and south of I-20 and I-459. Phases will be decided during the negotiations with the consultant.

PROJECT MANAGEMENT

Consultant will work with the RPCGB Project Manager and demonstrate the ability to deliver quality work on schedule, consistent with the tasks and deliverables in this Request for Proposals (RFP). Copies of all correspondence, technical memoranda, and reports shall be delivered to the RPCGB project manager. Consultant shall designate a project manager through which correspondence shall be directed.

SCOPE OF SERVICES

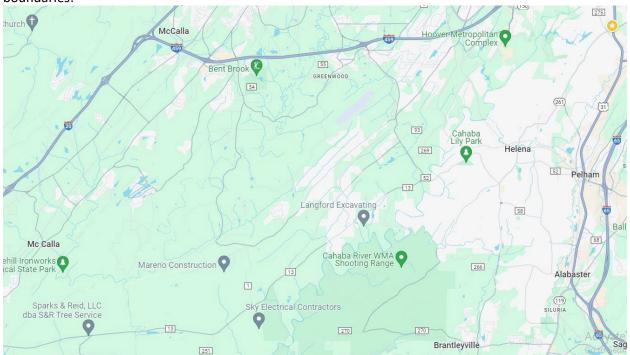
Study Objectives

The study will provide a regional strategic plan of actionable projects that can be implemented to address future transportation system demands. This includes but is not limited to the following tasks:

- identify existing traffic patterns between the two counties
- identify areas of populations growth/future development potential
- identify existing and future traffic capacity deficiencies
- identify solutions that can be implemented to address future transportation system demands

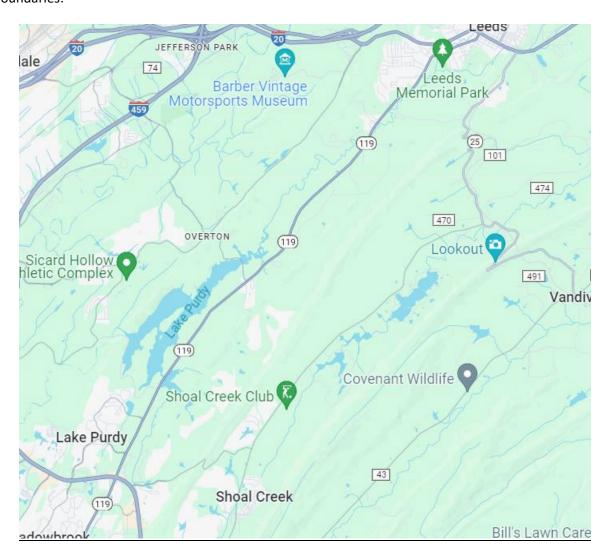
Phase 1 Study Limits

As previously mentioned, the study will be conducted in phases. Phase 1 will focus on areas west of US-31 and south of I-459 and I-20/59. The following shows a rough area of the Phase 1 study area boundaries:



Phase 2 Study Limits

If it is determined by the RPCGB and the Counties to be needed, Phase 2 will focus on areas east of US-280 and south of I-20 and I-459. The following shows a rough area of the Phase 2 study area boundaries:



Study Deliverables

The study will be composed of 5 components:

- 1. Existing Conditions:
 - a. Complete a regional traffic data collection and analysis efforts to determine locations where existing roadway capacity deficiencies exist.
 - b. Identify regional constraints that may impact potential solutions. This includes topography, development patterns, environmentally sensitive areas, politically sensitive areas, etc.
 - c. Identify locations of existing routes currently providing connectivity between Jefferson and Shelby Counties.

- d. Complete a regional study to determine how traffic utilizes existing connective routes.
 - i. Research the various "big data" sources to determine if they would useful information on existing traffic patterns and/or travel demand.
 - ii. Utilize the regional Travel Demand Model and perform a select link analysis on appropriate existing segments.

2. Future Development/Population Trends:

- a. Consult Jefferson County, Shelby County, and applicable adjacent city planning staff to determine existing and future development within the study region.
- b. Project future population growth/development areas and determine their magnitude.

3. Future Transportation/Connectivity Demand Evaluation:

- a. Utilize the Regional Travel Demand Model to assist in determining the impact of future population growth/development on area roadways.
- b. Determine how/what roadways future traffic volumes would use to access the study region.

4. Future Solutions:

- a. Propose regional based solutions to address the existing and potential future demands/deficiencies of the transportation system including:
 - i. Additional roadway connections/new roadway projects.
 - ii. Improvement to existing roadway corridors.

5. Implementation Plan:

- a. Develop a plan to implement recommended projects. This includes a priority list of projects.
- b. Provide a list of potential impacts related to each recommended project as well as a projected cost magnitude.
- c. Provide any potential recommendations regarding special zoning or overlay districts.
- d. Provide a list of potential Federal programs/funding sources that can be leveraged to complete the projects.

PROPOSAL

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

General Information

- Proposals must not exceed 30 pages (excluding attachments and forms)
- Proposals must be submitted electronically via email to: mkaczorowski@rpcgb.org

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

Cover Letter

The cover letter is intended to indicate Consultant's interest in the project and should include:

- Name, address, and contact information for the submitting firm(s). If the response is being submitted on behalf of a team, indicate the names of the sub-consultant(s) that may be used for the project.
- Describe the firm, including its size and range of activities.
- Identify the Project Principal and Project Manager.
- Indicate if the Consultant is a party to an outstanding lawsuit against the Regional Planning Commission of Greater Birmingham or the Birmingham Metropolitan Planning Organization.

Table of Contents

The table of contents should identify each major section and the page number on which it begins.

Executive Summary

Provide a complete and concise summary of Consultant's project background, types of expertise, and ability to meet the requirements of this RFP. The executive summary should briefly state why the Consultant is the best candidate for this project.

Project Approach

Include a detailed description of how Consultant will address the project's Scope of Services and what special professional services the firm has to meet the project's needs.

Qualifications

Provide resumes of the project team. Resumes should demonstrate the knowledge and experience needed to produce the specified deliverables.

Prior Experience

Experience in similar planning activities and projects is important. Proposals should include descriptions of relevant experience, including project descriptions, costs, and timeliness.

Availability

The proposal must indicate other studies/projects in which the project team members are currently engaged or likely to be engaged during the study period. Commitment of individuals should be expressed

as a percentage of available time.

References

Three references for the lead firm and two references for all subcontractors shall be included. References should identify a project on which the firm(s) worked directly, a contact person, telephone number, and email address.

Other

The last section of the response may include additional information to support the Proposal.

Forms

Attached to this RFP are the following required forms that must be completed and returned with the Proposal:

- A. Certification of Non-Collusion
- B. Certification of Fair Employment Practices
- C. Certification of Contingent Fees
- D. Conflict of Interest Disclosure
- E. DBE Utilization Form
- F. DBE Certification Form and proof of DBE status

NOTE: Please provide a copy of the DBE Certification for firms claiming such status. Certification must have been obtained from a federal, state, or local governmental agency, must have been issued within the past year, and must state the effective date of certification.

Proprietary Material

All proposals submitted in response to this RFP will become the property of RPCGB and a matter of public record. Consultant 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 Consultant claiming such an exemption must also state that it agrees to defend any action brought against RPCGB for its refusal to disclose such material, trade secrets, or other proprietary information to any party making a request therefor. 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.

SUBMISSION

Proposals must be submitted electronically via email to mkaczorowski@rpcgb.org. Proposals must be submitted by the date specified on the cover page of this RFP. If the file is over 20 megabytes then the consultant should use Dropbox or something similar. All materials submitted in response to this RFP become the property of the RPCGB upon delivery and are to be appended to any formal documentation which would further define or expand the contractual relationship between the RPCGB and the Consultant.

Inquiries

Consultants may submit written inquiries regarding this RFP to Micheal Kaczorowski at mkaczorowski@rpcgb.org. Questions made and answered will be summarized in writing for distribution on the RPCGB website (http://rpcgb.org/about/requests-for-proposals-qualifications/) no later than

December 8, 2023 at 4:00 pm (CDT). All questions will remain anonymous. Addendums or amendments to this RFP, if required, shall also be posted to the website.

RPCGB staff will not respond to verbal questions or meeting requests regarding this solicitation. Any correspondence related to this RFP should refer to the appropriate RFP title, page, and paragraph.

Verification

RPCGB staff may verify all information submitted. Submission of information deemed to be inaccurate may result in a rejection of the proposal.

Exceptions

Any exceptions to the Scope of Services or terms and conditions of this RFP must be included in the proposal and must address the specific page and paragraph of the RFP in which the divergence exists. A Consultant's preprinted terms and conditions <u>are not</u> considered exceptions.

Proposal Opening

Proposals will be opened on the date stated on the cover page of this RFP unless amended in writing by the RPCGB. All modifications and other information received in response to this RFP shall be shown only to authorized individuals having a legitimate interest or persons assisting in the evaluation. After contract is awarded, the successful proposal and evaluation document will be available for public inspection.

Late Proposals

Late Proposal Packages will not be considered, and Consultant shall be so notified.

Withdrawal

A Consultant (or designated representative) may withdraw their proposal at any time before the specified due date and time.

Amendment

A written request to amend or clarify a proposal, signed by an authorized representative, must be submitted with the amendment or clarification.

EVALUATION

A committee will review all proposals. Every member of the review committee will evaluate each proposal against the RFP evaluation criteria listed below. For each Proposal, the individual criterion will be ranked on a scale of 1 to 10 and multiplied by its weight factor. Scores will be added together for a total score, with a maximum score of 100.

WEIGHT FACTOR	CRITERION	STANDARD	
3.0	Project Approach	Consultant must demonstrate a thorough understanding of the project scope and develop an approach, methodology, and task list consistent with the project scope.	
3.0	Project Team Qualifications	Consultant must provide relevant experience for all persons and subconsultants who will be actively engaged in this project.	
3.0	Prior Project Experience	Consultant must provide examples of similar, relevant projects completed by their firm(s) within the last five years.	
1.0	Disadvantaged Business Enterprise (DBE)	Participation Points 0% - 2% 0 3% - 4% 5 5% or more 10	

Interviews

Scores will be compiled based on the evaluation criteria above. A shortlist will be created of proposals with the highest scores, and Consultants will be selected for interviews.

Consultants will be asked to give an oral presentation of their respective proposals to provide an in-depth analysis of qualifications, experience, and an opportunity to clarify or elaborate on the project approach. The shortlist interview and presentation is to present facts and explanations to the review committee, and not to negotiate any terms of the contract or selection process. Interviews will be scheduled at least 10 business days in advance of the interview.

The selection committee will rank each team based on their interviews. The Consultant that will be selected for hire will be the one receiving the highest average ranking among the selection committee members.

NOTE: Teams invited to be interviewed will then be ranked against each other for final selection.

Negotiation and Award of the Contract

Based on the information submitted and internal budgetary considerations, the RPCGB may request an adjustment of the submitted Scope of Work. If negotiations cannot produce a contract, the RPCGB can declare an impasse and open negotiations with the second ranked firm. If an agreement cannot be

reached with the second-ranked firm, contract negotiations will begin with the third-ranked firm. This process will continue until all interviewed firms have been exhausted.

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

- Waive any immaterial defect or informality
- Reject any or all proposals, or portions thereof
- Reissue the Request for Proposal
- Cancel the Solicitation

Offer to Contract

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

CONTRACT PROVISIONS

This section is not all-inclusive but contains major provisions which may affect the development of a proposal.

Payment

Payment will be made in arrears only after submission of proper invoices to the RPCGB. Billing shall represent work completed prior to the invoice date. The invoice shall identify the description of work performed at the contract rates, and individuals performing the services. Payment of any invoice shall not preclude the RPCGB from making a claim for adjustment on any service found not to have been in accordance with the contract.

Conflict of Interest

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

Performance Standards

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

Cancellation

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

- Consultant fails to adequately perform the services required in the contract;
- Consultant attempts to impose service or workmanship which is an unacceptable quality; or

Consultant fails to make progress in the performance of the requirements of the contract, and/or
gives the RPCGB a positive indication that the Consultant will not or cannot perform to the
requirements of the contract.

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

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

Contract Termination

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

Availability of Funds

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

Confidentially

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

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

Removal of Contract Employees

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

Contract Term

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

Contract Extension

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

Insurance

Without limiting its liability, Consultant shall maintain the following insurance during the life of the contract: worker's compensation, comprehensive general liability, automobile liability, and professional liability. Consultant shall provide RPCGB with a standard Certificate of Insurance as evidence of this coverage. The amounts of coverage shall be negotiated as part of the contract but shall be sufficient to protect the RPCGB from liability as a result of this project. Coverage shall not be canceled, reduced, or allowed to lapse without written notice to RPCGB.

PROTEST PROCEDURES

All protests must be submitted in writing to the RPCGB, who will function as the point of contact. The protest must include all of the following information:

- Protester's name and address
- Protester's contact name and telephone number
- A complete statement for each of the areas in which the protester disputes
- A complete statement of the grounds for protest
- Full documentation of the Proposer's claim

Any Consultant believing that this RFP contains restrictive specifications or any other improprieties may file a protest with the RPCGB. Such protest shall be received no later than ten (10) business days prior to the proposal due date and time. The RPCGB will respond to the protest within five (5) business days of receipt of the protest. Protester will have five (5) business days to appeal the initial response of the RPCGB. Once an appeal has been received, the RPCGB Executive Director, in consultation with legal counsel, will render a final decision in writing within ten (10) business days.

Responses to protests received before contract award will be given within ten (10) business days of receipt. The protester will have five (5) business days to appeal the initial response. Once an appeal has been received, the RPCGB Executive Director will render his final decision in writing within ten (10) business days.

Protests filed after contract award must be received by the RPCGB within five (5) business days after notification of award. The RPCGB will respond within five (5) business days. Protester will have five (5) business days to appeal the initial response. Once an appeal has been received, the RPCGB Executive

Director will render his final decision in writing within ten (10) business days.

If the initial procurement has been acted upon (resolution of contract approval) by the RPCGB, the response of the RPCGB shall be reported to the RPCGB Executive Board. The authorizing party will then issue a decision and authorize the RPCGB to take corrective action, if necessary. In all other cases, the RPCGB Executive Director, in consultation with legal counsel, will make the final decision.

ATTACHMENT A CERTIFICATION OF NON-COLLUSION

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

(1)	This proposal was developed and submitted communication, collusion, understanding, or agreement.		
(2)	No attempt has been made or will be made to induce any firm or person to refrain from biddir on this contract.		
(3)	This proposal is made in good faith and not pursuant to any agreement or discussion with, confidurement from, any firm or person to submit a complementary or other noncompetitive application.		
(4)	officers, directors and employees are not currently under investigation by any governmental agency and have not, in the last five years, been convicted of or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.		
	dersigned attests that he/she is authorized to many owners, directors, and officers.	ake this certification on behalf of the Proposer,	
Name	and Title/Position of Signatory	Signature	
Name	of Proposer/Firm	 Date	

ATTACHMENT B

CERTIFICATION OF CONTINGENT FEES

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

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

ATTACHMENT C CERTIFICATION OF FAIR EMPLOYMENT PRACTICES

The undersigned states that	(Proposer), by its
employment policy, standards and practices, does not	t subscribe to any personnel policy which permits or
allows for the promotion, demotion, employment, dis	smissal, or laying off of any individual due to his/her
race, creed, color, national origin, age, sex, religion, o	r disability.
The undersigned attests that he/she is authorized to and its owners, directors, and officers.	make this certification on behalf of the Proposer,
Name and Title/Position of Signatory	Signature
Name of Proposer/Firm	 Date

ATTACHMENT D CONFLICT OF INTEREST DISCLOSURE

Instructions

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

Questions

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

4.	In the last 24 months, have you or any members of your firm been a business partner of, employed, or about to employ an employee of the RPCGB, Executive Committee member, or officer of the MPO?				
	YES 🗆	NO \square			
	If "yes," plea	ase list name and the	e nature of the	e relationship:	
	Name:				
	Relationship	Relationship:			
5.	5. Have you or any manager(s), partner(s), or officer(s) of your firm ever given (directly or indirect or offered to give on behalf of another or through another person, contribution(s) (includ political contributions) or gift(s) to any current employee of the RPCGB, Executive Commit member, or MPO officer?			(including	
	YES 🗆	NO 🗆			
	If "yes," please list name, date, gift, or contribution that was given/offered, and dollar value:			r value:	
	Name:				
	Date:				
	Value:				
	undersigned attest ts owners, director		horized to ma	ske this certification on behalf of the	Proposer,
Name	e and Title/Position	n of Signatory		Signature	
Name	e of Proposer/Firm	 I		Date	

ATTACHMENT E DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION FORM

Name of Prime Contractor:	
Project:	
Name of DBE Contractor:	
Address:	
Type of Work to be Performed:	
Percentage of Total Proposal:	
Name of DBE Contractor:	
Address:	-
Type of Work to be Performed:	
Percentage of Total Proposal:	
Name of DBE Contractor:	
Address:	
Type of Work to be Performed:	
Percentage of Total Proposal:	
	nt with the above Disadvantaged Business Enterprise on execution of a contract with the Regional Plannii n proof of DBE status.
uthorized Signature	 Date
tle/Position	
ame of Proposer/Firm	