



REQUEST FOR PROPOSALS

Transit and Transportation Planning Services

SCHEDULE

RFP Released:	Wednesday, December 13, 2023
Questions Due:	Wednesday, December 20, 2023 by 12:00 PM (CDT)
Answers to Questions posted:	Wednesday, December 27, 2023 by 5:00 PM (CDT)
Proposal Packages Due:	Friday, January 12, 2024 by 12:00 PM (CDT)
Short List Interviews (if needed):	Early February 2024
Anticipated beginning of contract	End of February 2024

QUESTIONS

All questions regarding this Request for Proposal (RFP) should be directed to:

Scott Tillman, Director of Planning and Operations

E-mail: stillman@rpcgb.org

SUBMISSION

Responses will be received electronically only until: 12:00 pm (CDT), Friday, January 12, 2024
Proposal Packages should not exceed 10 pages (excluding attachments and forms).

Email an electronic file to: stillman@rpcgb.org

<https://www.rpcgb.org/requests-for-proposalsqualifications>

TABLE OF CONTENTS

Section 1: General Information	1
Section 2: Contents for Proposal Packages	2
Section 3: Submission, Evaluation, and Selection	4
Section 4: Major Contract Provisions	6
Section 5: Required Forms	10

SECTION 1: GENERAL INFORMATION

About the Regional Planning Commission of Greater Birmingham

The Regional Planning Commission of Greater Birmingham (RPCGB) provides planning services, economic development and multiple initiatives for six counties and 84 communities in central Alabama.

The RPCGB administers the Birmingham Metropolitan Planning Organization (MPO) in the Birmingham [Metropolitan Planning Area](#), which consists of the entire areas of Jefferson County and Shelby County, and the urbanized portions of Blount and St. Clair Counties.

RPCGB is responsible for the administration of FTA Section 5310 funds apportioned for the Birmingham urbanized area. The purpose of 5310 is to improve mobility for seniors and individuals with disabilities by removing barriers to transportation service and expanding transportation mobility options.

Scope of Services related to this RFP

The RPCGB invites qualified professional planning Consultants/Firms or consultant teams having expertise in the following areas:

- Transit planning- DR requirements for RPCGB and FTA 5310 program management activities.
- Transportation planning- Regional Transportation Plan (RTP), Unified Planning Work Program (UPWP), Performance Measures, Public Participation Plan (PPP) and other MPO planning requirements.
- Grant Writing and Management
- Title VI/DBE Reporting

The Firm will provide services to the RPCGB, serving as an extension of RPCGB staff. Work activities may be broad and varied, from supplementing the RPCGB staff on tasks related to transit or MPO planning activities.

Contract Awards

Once the selection process is complete, the RPCGB intends to contract with the selected Firm for a period of three (3) years, with the option to extend the contract for up to one (1) additional year.

The master contract between the RPCGB and the selected Firm will not include a scope of work or contract amount but will include a list of annual Certified Labor Rates (with Audited Overhead Rates and Billable Overhead Rates) that have been approved by the Alabama Department of Transportation's Bureau of Finance and Audits, External Audit Section.

Work Assignments

Once the RPCGB has identified a project where assistance is needed the RPCGB will contact the selected Firm and discuss the project. The firm will provide a scope of work and fee proposal for the project. The RPCGB will then issue a Task Order for the project. The RPCGB makes no guarantee that the selected Firm will have guaranteed work on any project.

SECTION 2: CONTENTS FOR PROPOSAL PACKAGES

Respondents are encouraged to submit comprehensive Proposal Packages. It is the responsibility of all Respondents to examine the entire RFP and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a package.

General Information

- Proposal Packages should not exceed 10 pages (excluding attachments and forms).
- Please submit electronically only by emailing your Proposal Package in PDF format to Scott Tillman at stillman@rpcgb.org. It is acceptable to send a link to the PDF using Dropbox, Google Drive or similar file-sharing software in case the PDF is too large to include as an email attachment.
- Hard copies will not be accepted.

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

Proposal Packages received after the deadline will be rejected.

Cover Letter / Letter of Interest (1 page)

The cover letter shall be no longer than one (1) page and shall include:

- Name, address and contact information for the submitting organization;
- Description of the proposing firm, such as the size and range of activities of the organization
- 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.
- A signature by a representative of the submitting firm who has authority to negotiate and contractually bind the Consultant/Firm. Please include name, address, telephone number and email address of the that individual.

Personnel Qualifications (3 pages): Provide resumes displaying the professional credentials and expertise of the key personnel who are anticipated to actually perform work on the anticipated contract.

This section may include, but is not limited to:

- Job descriptions/role within the company
- Individual qualifications (education, years of experience, specializations)
- Descriptions of the relevant experience on similar contracts/projects
- Other detailed qualifications (certifications, licensure, specializations)

Experience in Transit and Transportation Planning (6 pages):

Information must be included that summarizes and documents the Respondent's qualifications and recent experiences with the planning areas associated with this RFP. Respondents can include a list of relevant projects undertaken and/or completed within the last five (5) years. At a minimum, this section should identify for each project:

- Project title and location – note that hyperlinks are allowed to relevant project websites or

files

- Role that the Respondent played on the referenced project – please be clear if your role was the prime consultant or sub-consultant that worked on the referenced project
- A brief description of work performed by the Respondent and/or relevance to this RFP

Attachments: Executed copies of:

- **Attachment A: Certification of Non-Collusion**
- **Attachment B: Certification of Contingent Fees**
- **Attachment C: Certification of Fair Employment Practices**
- **Attachment D: Conflict of Interest Disclosure**
- **Attachment E: DBE Certification** (if applicable)

The RPCGB recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women-owned/managed or Disadvantaged Business Enterprises (DBE). While there is no requirement for DBE-involvement for this contract, documented DBE firms are requested to submit evidence of such classification with the Proposal Package.

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

Proposal Package Structure	
1. Cover Letter / Letter of Interest	1 page
2. Personnel Qualifications	3 pages single sided
3. Experience in Transit and Transportation Planning	6 page single sided
Attachment A: Certification of Non-Collusion	
Attachment B: Certification of Contingent Fees	
Attachment C: Certification of Fair Employment Practices	
Attachment D: Conflict of Interest Disclosure	
Attachment E: DBE Certification (if applicable)	

NOTE: Proposal Packages should not exceed 10 pages (excluding attachments, front and back covers).

SECTION 3: SUBMISSION, EVALUATION, AND SELECTION

Submission

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 Proposer.

Inquiries - Respondents may submit written email inquiries for interpretation of this RFP to Scott Tillman, Director of Planning and Operations, at stillman@rpcgb.org no later than Wednesday, December 20, 2023 at 12 PM (CDT). Questions made and answered will be summarized in writing for distribution on the RPCGB website (<https://www.rpcgb.org/requests-for-proposalsqualifications>) no later than Wednesday, December 27, 2023 at 5 PM (CDT). All questions will remain anonymous. Addendums or amendments to this RFQ, if required, shall also be posted to the website.

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

Verification of Information - RPCGB staff may verify all information submitted as part of a Proposal Package. Submission of information deemed to be inaccurate may result in a determination of non-response and a rejection of the Proposal Package.

Exceptions - Any desired exceptions to the terms and conditions of this RFP must be included in the Proposal Package and must address the specific page and paragraph of the RFP in which the conflict exists. A Proposer's preprinted terms and conditions will not be considered as exceptions.

Opening of the Proposal Packages - Proposal Packages shall be opened on the date designated on the cover page of this RFP, unless amended in writing by the RPCGB. The Proposal Package and other information received in response to this RFP shall be shown only to RPCGB staff. After contract award, the successful Proposal Package and evaluation document shall be open for public inspection.

Late Proposal Packages - Late Proposal Packages will not be considered and the Firm shall be so notified.

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

Selection Criteria

Proposal Packages will be reviewed by a selection committee composed of RPCGB staff. Each member of the committee will evaluate each Proposal Package against the RFQ selection criteria, as listed below. For each Proposal Package, the individual criterion will be ranked on a scale of 1 to 10 and multiplied by its weight factor. Criteria scores will be added together for a total score, with a maximum possible score of

100. The scores from the written Proposal Packages will be summed up based on the selection criteria to create a ranked list of Respondents.

See below.

SELECTION CRITERIA	SCORE	WEIGHT FACTOR
Personnel Qualifications	1 to 10	4.0
Experience in Transit and Transportation Planning	1 to 10	6.0

Short List Interviews and Presentations

If short-list interviews are deemed necessary, the selection committee may ask the Respondents to give a presentation of their respective Proposal Packages. A list of references may also be requested. The purpose of this presentation is to provide an in-depth analysis of certain qualifications, experience in performing similar technical services, and an opportunity for the Respondents to clarify or elaborate on their qualifications without restating the Proposal Package to the selection committee. The short list interview and presentation is merely to present facts and explanation to the selection committee, and not to negotiate any terms of the contract.

The short list interview and presentation will be conducted virtually (via Zoom). The day and time will be notified to the short-listed Respondents at least 10 business days prior to the meeting time.

After the short-list interviews, the Respondents that will be selected for hire will be the ones receiving the highest average rank among the selection committee members.

Award of the Contract

Due to the use of the federal transportation funds from Planning Funds, the Alabama Department of Transportation (ALDOT) reserves the right to review the qualifications of selected Firm and to approve or disapprove the employment of the same. After concurrence from ALDOT on the selection of the Firm, the RPCGB will then have the proper approval and authorization to enter into a formal master agreement with the selected Firm.

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

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

Offer and Acceptance Period

A response to this RFP implies that there is a willingness on the part of the Firm to contract with the RPCGB based upon the terms, conditions, tasks and specifications contained herein. Submitted Proposal Packages are deemed irrevocable for one-hundred eighty (180) days after the date and time that the Proposal packages are due.

Respondent's Rights

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

SECTION 4: MAJOR CONTRACT PROVISIONS

This section indicates the major terms and conditions a prospective proposer should be aware of in the development of the Proposal Package. This is not “all-inclusive” but contains the major provision that might affect the develop of the Proposal Package.

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. Payment of any invoice shall not preclude the RPCGB from making claim for adjustment on any service found not to have been in accordance with the contract. Invoices may not be submitted more frequently than monthly.

Taxes

The RPCGB is exempt from Federal Excise Tax, including the Federal Transportation Tax. Exemption certificates will be furnished upon request.

Conflict of Interest

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

Performance Standards

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

Delivery of Data and Work Projects

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.

Ownership of Data and Work Products

All deliverables and/or other products of the contract (including but not limited to all procedures, Proposal Packages, reports, records, summaries, software documentation, original data, GIS data original and derived, and other matters and materials gathered, prepared and/or developed by the Consultant/Firm in the performance of this contract) shall be the sole, absolute, and exclusive property of the Regional Planning Commission of Greater Birmingham, free from any claim or retention of rights thereto on the part of the Consultant, its agents, its subcontractors, officers, or employees. No data acquired from or via the RPCGB may be used by the Consultant/Firm for any other projects.

Cancellation

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

- Firm fails to adequately perform the services required in the contract;
- Firm attempts to impose service or workmanship which is of an unacceptable quality; or
- Firm fails to make progress in the performance of the requirements of the contract, and/or gives the RPCGB a positive indication that the Consultant/Firm will not or cannot perform to the requirements of the contract.

After notice of cancellation, the Firm 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 Firm.

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

The Firm 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.

- The Firm shall establish and maintain procedures and controls for the purpose of assuring that no information in its records or obtained from jurisdictions and governmental entities in carrying out its functions under the contract shall be used or disclosed by it. The RPCGB reserves the right to review such procedures to ensure acceptability. Persons requesting such information should be referred to the RPCGB.

- All proprietary information and all copies thereof shall be returned to the RPCGB upon completion of the work for which it was obtained or developed.

Removal of Contract Employees

The Firm agrees to utilize only experienced, responsible, and capable people in the performance of the work. The RPCGB may require that the Firm 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 the notice to proceed, unless terminated, canceled, or extended as otherwise provided herein. Should a contract extension be required, the RPCGB reserves the right to extend the contract for a specific time period beyond the stated expiration date.

Insurance

Without limiting its liability, the Consultant/Firm 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 RFQ, the Firm shall include a standard form "Certificate of Insurance" as evidence of this coverage. The amounts of coverage shall be negotiated as part of the contract, but shall generally be sufficient to protect the RPCGB from liability as a result of this study. This coverage may not be canceled, reduced or allowed to lapse without written notice to RPCGB.

SECTION 5: REQUIRED FORMS AND ATTACHMENTS

The following forms (attached hereto) must be signed by a duly authorized representative and submitted with the Proposal Package.

Attachment A: Certification of Non-Collusion

Attachment B: Certification of Contingent Fees

Attachment C: Certification of Fair Employment Practices

Attachment D: Conflict of Interest Disclosure

Attachment E: Disadvantaged Business Enterprise (DBE) Certification (if applicable)

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 Package was developed and submitted independently and without consultation, communication, collusion, understanding, or agreement with any other Proposer or potential Proposer.
- (2) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract.
- (3) This Proposal Package is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive application.
- (4) _____ (name of firm), its affiliates, subsidiaries, 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.

The undersigned attests that he/she is authorized to make this certification on behalf of the Proposer, and its owners, directors, and officers.

Name and Title/Position of Signatory

Signature

Name of Proposer/Firm

Date

Business Address

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 authorized to make this certification on behalf of the Proposer, and its owners, directors, and officers.

Name and Title/Position of Signatory

Signature

Name of Proposer/Firm

Date

Business Address

ATTACHMENT C: CERTIFICATION OF FAIR EMPLOYMENT PRACTICES

The undersigned states that _____ (Proposer), by its employment policy, standards and practices, 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, religion, or disability.

The undersigned attests that he/she is authorized to make this certification on behalf of the Proposer, and its owners, directors, and officers.

Name and Title/Position of Signatory

Signature

Name of Proposer/Firm

Date

Business Address

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 Package. 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 Package to be declared non-responsive.

Questions

1. Does your firm have an existing relationship any with 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 Package ?

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 the MPO?

YES ☐ NO ☐

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

Name: _____

Relationship: _____

5. Have you or any manager(s), partner(s), or officer(s) of your firm ever given (directly or indirectly), or offered to give on behalf of another or through another person, contribution(s) (including political contributions) or gift(s) to any current employee of the RPCGB, Executive Committee member, or MPO officer?

YES ☐ NO ☐

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

Name: _____

Date: _____

Value: _____

The undersigned attests that he/she is authorized to make this certification on behalf of the Proposer, and its owners, directors, and officers.

Name and Title/Position of Signatory

Signature

Name of Proposer/Firm

Date

Business Address

ATTACHMENT E: DISADVANTAGED BUSINESS ENTERPRISE (DBE) CERTIFICATION
(IF APPLICABLE)