



REQUEST FOR QUALIFICATIONS

for a Consultant Team regarding the.....

2045 REGIONAL TRANSPORTATION PLAN

On-Call Technical Assistance Needed

Prepared by the Regional Planning Commission
of Greater Birmingham for the Birmingham
Metropolitan Planning Organization.

RFQ ISSUE DATE: August 14, 2017

RFQ DUE DATE: September 15, 2017 @ 12:00 PM (CDT)

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



REQUEST FOR QUALIFICATIONS

2045 Regional Transportation Plan On-Call Technical Assistance

SCHEDULE

RFQ Released:	Monday, August 14, 2017
Questions Due:	Wednesday, August 23, 2017 by 4:00 PM (CST)
Answers to Questions posted:	Monday, August 28, 2017 by 4:00 PM (CST)
Qualification Packages Due:	Friday, September 15, 2017 by 12:00 PM (CDT)
Short Listing:	Friday, September 22, 2017
Short List Interviews:	October 10, 2017
Expected Notification of Selection:	By Friday October 13, 2017
Anticipated beginning of contract	January 2018

QUESTIONS

All questions regarding this Request for Qualifications should be directed to:

Lindsay S. Puckett, Principal Planner
E-mail: lpuckett@rpcgb.org

SUBMISSION

Four (4) hard copies, and one (1) digital copy in PDF format on a CD or thumb drive containing the qualifications package must be submitted in a sealed envelope, and be clearly marked "2045 REGIONAL TRANSPORTATION PLAN ON-CALL TECHNICAL ASSISTANCE RFQ ENCLOSED." Qualifications packages should not exceed 20 pages (excluding attachments), single-sided.

SUBMITTALS MUST BE MAILED OR HAND DELIVERED TO:

Lindsay S. Puckett, Principal Planner
Regional Planning Commission of Greater Birmingham
2 20th Street North, Suite 1200
Birmingham, Alabama 35203

No qualifications packages shall be received by facsimile or electronic mail
QUALIFICATIONS PACKAGES RECEIVED AFTER THE DEADLINE WILL BE REJECTED

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SECTION 1: GENERAL INFORMATION

The Regional Planning Commission of Greater Birmingham (RPCGB) is the designated recipient of U.S. Department of Transportation (USDOT) planning funds used to assist the Birmingham Metropolitan Planning Organization (MPO) in the performance of its responsibilities. The RPCGB administers the Birmingham MPO. The Birmingham MPO boundary includes the entire areas of Jefferson County and Shelby County, and portions of Blount and St. Clair Counties.

The RPCGB, on behalf of the Birmingham Metropolitan Planning Organization (MPO), is seeking on-call technical assistance from a qualified Consultant Team/Firm(s) to support the development of the 2045 Regional Transportation Plan (RTP) that complies with Federal Regulations such as the Moving Ahead for Progress in the 21st Century Act (MAP-21) and the Fixing America's Surface Transportation Act (FAST Act). The RTP will be "fiscally constrained" and will adhere to both existing and new requirements stipulated by the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA).

The 2040 RTP was approved in January 2015. The 2045 RTP will require a major update to incorporate performance measures, and other measures, as mandated. RPCGB / MPO staff are managing this 2045 RTP update, but the RPCGB staff are seeking on-call technical assistance to support the development of suggested tasks during the RTP update as outlined below. For this major update, we plan to spend 1.5 to two (2) years for plan development, with an estimated RTP approval date in June 2019.

SECTION 2: SUGGESTED TASKS

The following is a list of suggested work tasks under this RFQ. The Consultant Team may propose a different approach to the project, as long as the following tasks are included. Additional tasks and work elements may be added or deleted during contract negotiations.

Task 1: Public and Stakeholder Outreach

The Consultant Team might assist MPO staff in the public outreach effort. In order to gather significant input on local concerns, the Consultant Team shall assist staff in conducting activities such as meetings, open houses workshops, and/or pop up events to address transportation related concerns in the region. In addition, a strong online public engagement effort will occur at key points throughout the process.

In addition to open houses, workshops and committee meetings, the MPO recognizes that new innovations in public involvement are commonly employed to reach traditionally underrepresented and disadvantaged populations. The Consultant Team should have knowledge of creative and diverse public engagement methods to gather and present information, and to maximize public awareness and involvement in the transportation planning process.

Task 2: Performance Measures

MAP-21, and subsequently the Fast ACT have placed increased regulations on performance management within the Federal-aid highway program and transit programs, and require use of performance-based approaches in metropolitan transportation planning. The incorporation of performance measures will be a critical component of the 2045 RTP.

Task 3: Financial Revenue Analysis

The Consultant Team might assist the MPO in the development of a financially feasible plan. The Consultant Team should have technical expertise involving revenue forecasts and potential funding resources (throughout the lifetime of the plan), including both public and private and by mode, as necessary.

Task 4: Review Draft and Final 2045 Regional Transportation Plan Documents

The Consultant Team will assist with MPO by reviewing draft and final documents for the 2045 Regional Transportation Plan, which will meet all federal requirements.

Other Potential Tasks:

A successful Consultant Team will be familiar with travel demand modelling, scenario-based planning, transportation needs assessments, trends in multimodal transportation, project prioritization criteria and other planning best practices.

Project Schedule:

- The anticipated start date for the contract will be January 2018.
- The anticipated expiration date of the contract will be September 2019.

SECTION 3: CONTENTS FOR QUALIFICATIONS PACKAGES

Consultant Teams are encouraged to submit comprehensive qualifications packages. It is the responsibility of all Consultant Teams to examine the entire RFQ 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

- Qualifications Packages should not exceed 18 pages (excluding attachments and forms), and should be printed single-sided.
- Four (4) hard copies on 8 1/2" x 11" paper, plus one (1) digital copy in PDF format on a CD or thumb drive, must be submitted.

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

Cover Letter / Letter of Interest

The cover letter is intended to indicate the Consultant Team's interest in the project and any unique qualifications that should be taken into consideration. The cover letter shall be no longer than one (1) page and shall include:

- Name, address and contact information for the submitting person or entity;
- Organization Profile and Qualifications - This section of the letter must describe the proposing firm, including the size and range of activities of the organization. This section must also identify the primary individuals responsible for supervising the work, including their titles and/or their classifications;
- If the response is being submitted to qualify a "team", the names of the sub-consultant(s) that may be used for the project.
- A signature by a representative of the submitting team who has authority to negotiate and contractually bind the consultant team/firm.

Table of Contents

The table of contents should outline, in sequential order, the major areas of the Qualifications Package as shown herein. All pages of the Qualifications Package, including enclosures, must be clearly and consecutively numbered and correspond to the table of contents.

Executive Summary (1-2 pages): Provide a complete and concise summary of Consultant Team's background, areas and levels of expertise, relevant experience, and ability to meet the requirements of this RFQ. The executive summary should briefly state a summary of the Consultant Team's general understanding of the on-call project, its purpose, expected outcomes, benefits, and challenges.

Technical Approach (6 pages): Include a detailed description of the professional services to be provided for the suggested tasks, and whether additional tasks would be recommended.

Project Team 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.

If the technical work is to be performed by a sub-consultant, please identify any Disadvantaged Business Enterprises (DBE).

This section may include, but is not limited to:

- a. Job descriptions/role within the company
- b. Individual qualifications (education, years of experience, specializations)
- c. Descriptions of the relevant experience on similar contracts/tasks
- d. Functions anticipated to be performed on this project
- e. Other detailed qualifications (certifications, licensure, specializations)

Prior Project Experience (4 pages): Identify projects that demonstrate relevant project experience according to the suggested tasks in Section 1 of this RFQ. Include at least one (1) project for which you provided technical assistance to metropolitan planning organizations. The examples should come from relevant team members' experience, identifying specifically what role each team member played in the projects. For teams, please include at least one relevant project per firm that highlights expertise similar to the tasks currently proposed.

References (1 page): Respondents shall provide names and addresses of a representative list of clients/references with which the Consultant Team has performed similar work. References shall include a contact person, current telephone number, and current email addresses.

Disadvantaged Business Enterprises (DBE) Certification (if applicable, include as an attachment)

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, DBE participation is strongly encouraged. DBE firms are requested to submit evidence of such classification with the Qualifications Package.

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

--Note: Attachments A through D should only be completed by the prime consultant.

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

Qualifications Package Structure
1. Cover Letter / Letter of Interest 1 page
2. Table of Contents 1 page
3. Executive Summary 1-2 pages single sided
4. Technical Approach 6 pages single sided
5. Project Team Qualifications 3 pages single sided
6. Prior Project Experience 4 page single sided
7. References 1 single sided
DBE Certification (if applicable, as an attachment)
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

NOTE: Qualifications Packages should not exceed 18 pages (excluding attachments), single-sided.

SECTION 4: SUBMISSION, EVALUATION, AND SELECTION

Submission

All materials submitted in response to this RFQ 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 inquiries for interpretation of this RFQ to Lindsay Puckett at lpuckett@rpcgb.org. Significant 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 Friday, September 15, 2017 at 12:00pm (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 correspondence related to this RFQ should refer to the appropriate RFQ title, page, and paragraph.

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

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

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

Late Qualification Packages - Late Qualification Packages will not be considered and the Consultant Team shall be so notified.

Withdrawal of Qualification Packages - Submitters may withdraw their Qualifications Package by notifying the RPCGB at any time. They may withdraw their Qualifications 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. Qualifications 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.

Evaluation Criteria

Qualification Packages will be reviewed by a committee composed of RPCGB/ MPO staff. Each member of the review committee will evaluate each Qualifications Package against the RFQ evaluation criteria, as listed below.

For each Qualifications 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. See below.

CRITERION	WEIGHT FACTOR
Technical Approach	6.0
Project Team Qualifications	2.0
Prior Project Experience	2.0

Short List Interviews and Presentations

The scores from the written Qualifications Package will be summed based on the evaluation criteria to create a short list for interviews/presentations. The RPCGB has the authority to select the top two or three highly scored Consultant Teams from the Qualifications Packages and invite them for a short list interview prior to awarding the on-call technical assistance contract. In this process, the review committee may ask the respondents to give an oral presentation of their respective Qualifications Packages. The purpose of this oral presentation is to provide an in-depth analysis of certain qualifications, experience in performing similar services, and an opportunity for the Consultant Team to clarify or elaborate on their qualifications without restating the Qualifications Package to the review committee. The short list interview and presentation is merely to present facts and explanation to the review committee, and not to negotiate any terms of the contract or selection process. The short list interview and presentation will be held at the RPCGB offices in Birmingham, Alabama. The day and time will be notified to the respondents at least 10 business days prior to the meeting. All costs and expenses incurred in traveling for the purpose of the interview and presentation shall be the responsibility of the Consultant Team.

Award of Contract for On-Call Technical Assistance

Based on the short list interviews and presentations, the RPCGB review committee will conduct evaluations and will provide a ranked list of the Consultant Teams, along with their final selection for hire. After concurrence from the Alabama Department of Transportation (ALDOT) on the selection of the preferred Consultant Team, the RPCGB will then have the proper approval and authorization to negotiate with the selected Consultant Team and enter into a formal agreement for the 2045 Regional Transportation Plan On-call Technical Assistance contract. The ALDOT reserves the right to review the qualifications of any Consultant Team/Firm(s) and to approve or disapprove the employment of the same.

Award of Contract - Notwithstanding any other provision of this RFQ, the RPCGB expressly reserves the right to:

- Waive any immaterial defect or informality
- Reject any or all Qualifications Packages, or portions thereof
- Reissue a Request for Qualifications
- 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 RFQ is an offer to contract with the RPCGB based upon the terms, conditions, tasks and specifications contained herein. Submitted Qualifications Packages are deemed an irrevocable offer for ninety (90) days after the date and time of opening.

Work Assignments

All tasks associated with the project will be defined in detail and assigned to the Consultant Team via a series of Executed Task Orders.

The Consultant Team, in coordination with the RPCGB, shall upon initiation of an Executed Task Order, develop a schedule that identifies the estimated completion date of the Executed Task Order assignments. The Consultant Team shall endeavor to complete the services described in the Executed Task Order in an expeditious and timely manner. Assignment costs shall be determined in accordance with the Executed Task Orders and the Consultant Team/Firm(s)' approved Hourly Rate Schedule.

SECTION 5: MAJOR CONTRACT PROVISIONS

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

Payment

Payment will be made in arrears only after submission of proper invoices to the RPCGB. Billing should not exceed the cost of each work order. 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 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 should a real, apparent, or potential conflict of interest exist as determined by the RPCGB.

Performance Standards

The RPCGB relies upon the 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.

Ownership of Data and Work Products

All deliverables and/or other products of the contract (including but not limited to all procedures, Qualifications 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 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 GC(s) 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:

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

Consultant agrees to utilize only experienced, responsible, and capable people in the performance of the work. 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. 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 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 Consultant shall include a standard form "Certificate of Insurance" as evidence of this coverage. The amounts of coverage shall be negotiated as part of the contract, but shall generally be sufficient to protect the RPCGB from liability as a result of this study. This coverage may not be canceled, reduced or allowed to lapse without written notice to RPCGB.

SECTION 6: REQUIRED FORMS

The following forms (attached hereto) must be signed by a duly authorized representative and submitted with the proposer's response.

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

DBE Certification (if applicable, as an attachment)

ATTACHMENT A: CERTIFICATION OF NON-COLLUSION

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

- (1) This Qualifications 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 Qualifications 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 Qualifications 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 Qualifications 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 Qualifications 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