



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

REQUEST FOR QUALIFICATIONS

General Assistance for Project Feasibility Assessment and Advanced Planning to Support the RPCGB's Advanced Planning, Programming, and Logical Engineering (APPLE) Program

Issue Date: Friday, September 15, 2017

Responses will be received until: 12:00 noon (CDT), Friday, October 13, 2017

One (1) original plus (1) copy of the responses. The outside of the envelope should be clearly marked:
"APPLE GPC RFQ ENCLOSED."

Contact: All inquiries regarding this Request for Qualifications should be directed to:

Mike Kaczorowski

Telephone: (205)264-8444

e-mail: kaz@rpcgb.org

RESPONSES SHOULD BE MAILED OR HAND DELIVERED TO:

Mike Kaczorowski

Regional Planning Commission of Greater Birmingham

Two Twentieth Street North, Suite 1200

Birmingham, Alabama 35203

No responses shall be received by facsimile or via electronic mail.

Table of Contents

Part 1 – General Information	- 1 -
Part 2 - Scope of Work	- 6 -
Part 3 – Offer and Acceptance	- 7 -
Part 4 – Instructions for Preparing Statements of Qualifications	- 8 -
Part 5 – Major Contract Provisions	- 11 -
Part 6 – Required Forms	- 13 -
Attachment A	1
Attachment B	1
Attachment C	2
Attachment D	1

Part 1 – General Information

About the Regional Planning Commission of Greater Birmingham

The Regional Planning Commission of Greater Birmingham (RPCGB) provides planning services, economic development services and multiple initiatives for six counties and 84 communities throughout central Alabama. The RPCGB administers the Birmingham Metropolitan Planning Organization (MPO). The APPLE program can only be utilized within the MPO boundaries (see Figure 1)

Purpose

The Regional Planning Commission of Greater Birmingham (RPCGB) invites responses to this Request for Qualifications (RFQs) from qualified professional planning Consultant(s)/Firm(s) or individuals having expertise in:

- Environmental Analysis
- Transportation Engineering, Design, and Right-of-Way
- Traffic Engineering

The selected Consultant(s)/Firm(s) will serve as General Consultants (GC) to the RPCGB for the purpose of supporting of the RPCGB’s Advanced Planning, Programming, and Logical Engineering (APPLE) program. APPLE is a local assistance program established by the RPCGB whose purpose is to provide aid to local governments for assessing transportation project feasibility in advanced of pursuing federal aid through the metropolitan planning process. In understanding the potential benefits, costs, and risks, the local government might (a) determine whether or not they want to pursue the project, (b) better define the project’s purpose and need, (c) determine a clear project scope, and (d) determine whether or not it is feasible to pursue federal funding assistance.

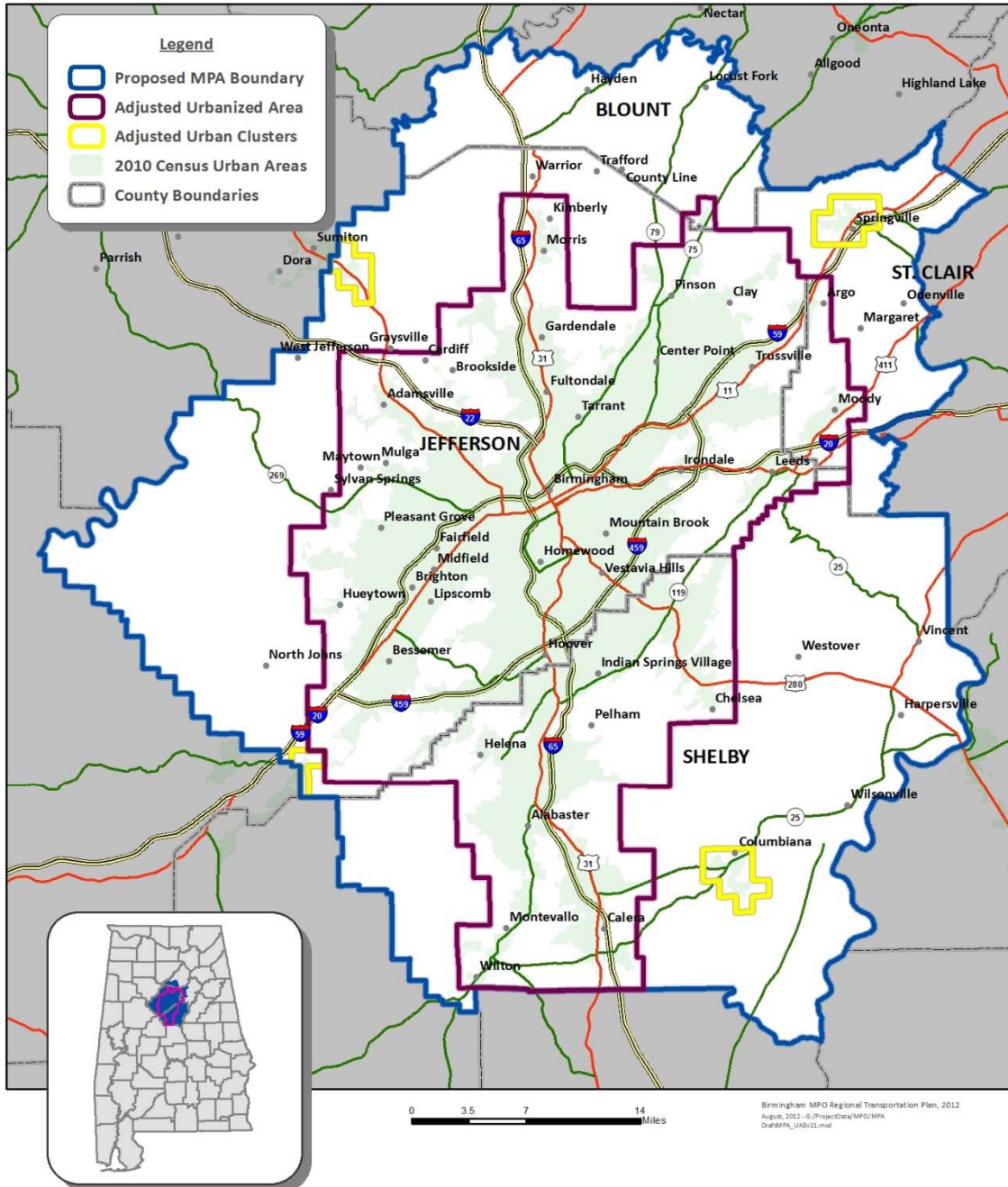
The Consultant(s)/Firm(s) will provide services to the local government, under contract to the RPCGB, serving as an extension of RPCGB staff. Projects may range from assessing the feasibility of developing new roadway alignments and extensions, to evaluating the practicality of adding sidewalks and other non-motorized facilities to an existing transportation network. It is anticipated that work activities will include planning and engineering tasks, effective communications with technical and lay persons within local government, and limited public outreach. The RPCGB expects as key outcomes of this planning effort, thorough consideration of the environmental, social, and financial impacts that multimodal transportation strategies and/or solutions will pose to those local communities that will be served by proposed transportation projects. Additionally, the analysis outcomes should inform the project development process, to include potential environmental documentation, about the methodologies and/or strategies to best avoid and/or mitigate effects of proposed transportation projects. This is especially true of those projects that may conflict with the communities’ values, and long term goals and objectives.

The purpose of this RFQ is to identify qualified Consultant(s)/Firm(s) with which the RPCGB might establish agreements in a prompt and efficient manner for the purchase of professional services for specific tasks and

Figure 1

BIRMINGHAM MPO AREA

METROPOLITAN PLANNING AREA & ADJUSTED URBANIZED AREA



work products to support the APPLE program.

The scope of work for individual projects will be determined by the needs of the local government participants in the APPLE program. A generalized scope of work that provides an overview in order that prospective Consultant(s)/Firm(s) might better understand the types of tasks and work products for which the RPCGB is seeking assistance.

RPCGB anticipates that any continuing contracts resulting from this RFQ will be valid for a period of 3 years from the date that the contracts have been executed by the RPCGB.

The RPCGB makes no guarantee that those Consultant(s)/Firm(s) selected as a part of this procurement process will receive work.

Qualifications

Qualified firms or individuals must demonstrate:

1. Experience in conducting project feasibility analysis for transportation projects.
2. Experience with the environmental process.
3. Experience with federal and state design standards and the differences with local standards.
4. Experience in developing and managing stakeholder outreach and input processes.
5. Experience in estimating project costs.

Instructions for Submissions

All responses to the RFQ will be received by the RPCGB until **12:00 noon CDT, Friday, October 13, 2017**. Responses must arrive at the Regional Planning Commission of Greater Birmingham on or before the aforementioned date.

One (1) original plus one (1) printed copy of the responses must be received. The outside of the envelope should be clearly marked "**APPLE GPC RFQ ENCLOSED.**" No response shall be received by facsimile or via e-mail. Responses may not be withdrawn after the time for them to be submitted has passed. All responses must remain in effect for 90 days from the date of response. Respondents that take exception to the specifications and which do not provide a complete response will be considered non-responsive and will be rejected.

Disadvantaged Business Enterprises (DBE) firms are requested to submit evidence of such classification with their response.

Limitations

This request for qualifications does not bind the RPCGB or the Birmingham MPO, in any way, neither to enter into contractual agreement nor negotiate for the aforementioned professional services as described herein.

RPCGB reserves the right to reject any or all responses, to negotiate with selected consultant(s)/firm(s), to request additional information, and/or to negotiate a contract deemed in the best interest of the RPCGB. RPCGB also reserves the right to select firms based on initial proposals received without formal interviews. This selection process will conform to all applicable federal, state, and agency requirements for consultant selection.

Inquiries

Respondents may submit written inquiries for interpretation of this Request for Qualifications to the RPCGB. Written answers to questions, which are pertinent to an understanding of the RFQ, will be made available at <http://rpcgb.org/transportation-planning/transportation-project-feasibility-studies> by noon Wednesday, October __, 2017. RPC staff will not respond to verbal questions or meeting requests regarding this solicitation.

The RPCGB will issue a response to any inquiry if it deems it necessary, by written amendment to the Solicitation, issued prior to the Solicitation Closing Date & Time. The Respondent shall not rely on any representation, statement or explanation other than those made in this Solicitation document or in any amendments issued. Where there appears to be a conflict between this Solicitation and any amendment issued, the last amendment issued shall prevail.

Addendum or amendments to this RFQ, if required, shall be made available at <http://rpcgb.org/transportation-planning/transportation-project-feasibility-studies>. All inquiries should be submitted to kaz@rpcgb.org.

Submitters may withdraw their Response by notifying the RPCGB. 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. Responses, 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.

Licenses and Certificates

The RPCGB reserves the right to require proof that the Respondent is an established business and is abiding by the ordinances, regulations and laws of the State of Alabama, such as, but not limited to, occupational licenses, business licenses, and Alabama sales tax registration, and Federal Employers Identification Number.

Each Respondent must be licensed to do business in its area of expertise. Each firm shall submit with its proposal a copy of such required licenses and shall maintain the appropriate licenses and certificates during the term of the contract and any extensions. Failure to maintain these requirements shall be cause for immediate termination of the contract.

Respondent's Responsibility

A Respondent, by submitting a letter of interest, represents that:

- The Respondent has read and understands the Request for Qualifications (RFQ) and their response is made in accordance therewith; and
- The Respondent is familiar with the local conditions under which this contract must be performed.
- The Respondent possesses the capabilities, resources and personnel necessary to provide efficient and successful service to the RPCGB; and
- It is understood and the Respondent agrees that the Respondent shall be solely responsible for all services provided.

It is the responsibility of the Respondent to verify the completeness of their Submittal; that it meets the requirements of this solicitation, and that it suitably meets the intent of this solicitation.

It also is the Respondent responsibility to ensure receipt of all amendments and substitute RFQ Forms. Further, it is the Respondent's responsibility to verify with the RPCGB, prior to submitting their response, that all

amendments have been received. The Respondent shall submit the RFQ form entitled “**AMENDMENT ACKNOWLEDGMENT FORM**”, with their response.

Additional Federal Clauses

The Respondent agrees to comply with all federally required clauses identified in Appendix A.

Contract Award

Once the selection process is complete, the RPCGB intends to contract with the selected General Consultant(s)/Firm(s) (GC) for a period of three (3) years, with the option to extend the contract for up to one (1) additional year. As structured, the RPCGB/GC contract or contracts will not include Scopes of Work or contract amounts; instead, scopes and costs will be determined by individual task orders.

Any and all contract award(s) shall have the prior review and approval of the Alabama Department of Transportation (ALDOT). The ALDOT reserves the right to review the contracts and qualifications of any consultant/firm and to approve or disapprove the employment of the same. Contracting will be in accordance with the requirements of 23 CFR Part 225 and Attachment O to OMB Circular No. A-87.

Part 2 - Scope of Work

Introduction

The Regional Planning Commission of Greater Birmingham (RPCGB) is the administrating agency for the Birmingham Metropolitan Planning Organization (MPO) which services both Jefferson and Shelby Counties, and portions of Blount and St. Clair Counties (see Figure 1 in Part 1 - General Information).

The RPCGB seeks to engage a General Consultant(s) (GC) to support the RPCGB's Advanced Planning, Programming, and Logical Engineering (APPLE) program. APPLE is a local assistance program established by the RPCGB whose purpose is to provide aid to local governments located within the Birmingham metropolitan transportation study area for assessing transportation project feasibility in advanced of pursuing federal aid through the metropolitan planning process. The Consultant(s)/Firm(s) will provide services to the local government, under contract to the RPCGB, serving as an extension of RPCGB staff in order to aid the local government evaluate the feasibility potential transportation projects. The APPLE program will inform the local government's decision-making process, enabling the potential project sponsor(s) to better understand the potential benefits, costs, and risks associated with specific transportation projects. In understanding the potential benefits, costs, and risks, the local government might (a) determine whether or not they want to pursue the project, (b) better define the project's purpose and need, (c) determine a project scope, and (d) determine whether or not it is feasible to pursue federal funding assistance.

The selected Consultant(s)/Firm(s) will provide both general and technical services in relationship to include but not be limited to:

- Conducting project feasibility analyses.
- Identifying and evaluating potential environmental concerns.
- Developing conceptual alternatives.
- Gathering stakeholder input.
- Estimating project costs.

The specific scope of work for individual projects will be determined by the needs of the local government participants in the APPLE program.

Part 3 – Offer and Acceptance

General

Failure to provide the required information will disqualify any such Submittal as nonresponsive and such submittal will not be considered. The RPCGB will disqualify any submittal that makes exaggerated or false statements or fails to meet any of the mandatory requirements.

The RPCGB is under no obligation to retain the services of a consultant for any or all projects described herein. Furthermore, the RPCGB reserves the right to modify, alter, or change the scope of projects indicated.

The RPCGB reserves the right to make additional inquiries, obtain credit reports, or any other action it deems necessary to fairly evaluate all Submittals.

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 proposals, or portions thereof
- Reissue a Request for Proposal
- Modify the number and types of data to be collected to meet budgetary limitations, and/or
- Cancel the Solicitation.

Offer and Acceptance

A response to this RFQ implies that there is willingness on the part of the Respondent to contract with the RPCGB based upon the terms, conditions, scope of services, and specifications herein. Proposals are irrevocable for one-hundred eighty (180) days after the proposal opening time and date.

Work Assignments

The RPCGB may solicit proposals from the consultants/firms for individual work assignments related to the tasks as described in the Scope of Work. However, the RPCGB reserves the right to assign work directly the consultants/firms based on the consultants/firms unique qualifications and availability. All tasks associated with the project will be defined in detail and assigned to the Contractor(s) via Task Orders. Once assigned a task, the consultant/firm will perform or cause to be performed those services described in the Task Orders in accordance with all laws, regulations, applicable codes, and with the provisions of this Agreement. The RPCGB makes no guarantee that consultants/firms will be assigned work under this program. However, the RPCGB will endeavor to provide equitable opportunities for work.

The consultants/firms, in coordination with the RPCGB, shall upon initiation of a Task Order, develop a schedule that identifies the estimated completion date of the Task Order assignments. The consultants/firms shall endeavor to complete the services described in the Task Order in an expeditious and timely manner.

Assignment costs shall be determined in accordance with the Task Orders and the consultants/firms' approved Hourly Rate Schedule.

Respondent's Rights

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

Part 4 – Instructions for Preparing Statements of Qualifications

Basic Instructions

Respondents shall provide documentation that demonstrates their ability to satisfy all of the minimum qualifications requirements. Respondents who do not meet the minimum qualification requirements or who fail to provide supporting documentation and/or affidavits as specified herein will be deemed non-responsive. If a prescribed format or required documentation for the response to minimum qualification requirements is listed below, Respondents must use said format and supply said documentation to be considered responsive.

The Response shall be submitted according to the format set forth below. The Qualifications Response, which is also detailed below, should be used by the Respondent as a guide for presenting requested information and addressing each item on a point-by-point basis. To the extent that an organization is comprised of one or more persons or business entities, information relative to each member of such “team” shall be provided. In addition to the information requested in the Respondent Qualification, the Respondent shall provide information to supplement the Respondent Qualification to include all of the required documents and affidavits.

Response Format

Proposals shall be organized according to Contents of Qualifications Response shown below. The Contents of Qualifications Response shall be separated by a tab indicating the Qualifications Response element.

All pages are to be consecutively numbered. If a form is provided and there is insufficient space for a response on a form, the response may be continued on a blank page immediately following the form. The additional pages are to be numbered the same as the form with the addition of the letter “a” “b” “c” etc. If a form is provided and additional forms are needed, the form may be copied. The copied pages are to be numbered the same as the form with the addition of the letter “a” “b” “c” etc.

Submittals shall be complete and unequivocal. In instances where a response is not required, or is not applicable or material, a response such as “no response is required” or “not applicable” is acceptable.

Contents of Qualifications Response

Letter of Interest. The statement of qualifications must name all persons or entities interested in providing General Consultant services as described in the Scope of Services. The response will contain a letter of interest that declares that the Respondent is submitting the response without collusion with any other person or entity submitting a response pursuant to this solicitation. Letters should not contain links to other Web Pages, are not to exceed two (2) pages in length and will include at a minimum the following information in the following format:

1. Name, Address and Contact Information for the submitting person or entity;
2. 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;
3. If the response is being submitted to qualify a “team”, the names of the sub-consultant(s) that may be used for the project.

In short, the Letter of Interest shall apprise the reader of the basic services offered, experience and qualifications of the Respondent, staff, subcontractors, sub-consultants, and/or suppliers.

Letters of Interest shall be signed by a representative of the Respondent who has authority to negotiate and contractually bind the consultant/firm. The Letter of Interest also shall provide the address, and telephone number of the individual(s) with authority to negotiate and contractually bind the consultant/firm.

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

Statement of Project Understanding. The response shall include a brief Statement of Project Understanding. This Statement of Project Understanding is a summary of the Respondent's general understanding of the project, its purpose, expected outcomes, benefits, and challenges.

Statement of Organization. Respondents shall include within their Submittal a Statement of Organization. The Statement of Organization should include the following information:

1. Business Description

Respondents should provide a description of the company/firm to include:

- a. Legal Name of Respondent and D.B.A. (if applicable)
- b. Previous Business Name (if applicable)
- c. Form of Respondent (Corporation, Partnership, Joint Venture, LLC., Other)
- d. Years in Business (under current business name)
- e. Years of Experience Providing Services to Governmental Entities
- f. List of potential Subcontractors that may Participate with the Respondent to provide services in areas where the Respondent may lack expertise (include areas of performance)

2. Qualifications and Assurances Professional Biographies

Respondents must include a statement of qualifications and all required certification and assurances.

- **General Statement of Qualifications, Experience, and Competence.** Information must be included that summarizes and documents the Respondent's qualifications and recent experiences with comparable projects that are similar in both size and scope to the tasks contained in this RFQ's Scope of Work. Respondents shall include a list of relevant projects. At a minimum, the General Statement of Qualifications, Experience, and Competence should identify for each project the Respondent has work on:
 - a. A brief description of the work performed by the Respondent
 - b. Specification of the role that the Respondent played on the referenced project
 - c. Client name
 - d. General contract time period; and
 - e. A statement or notation as to whether the Respondent was a prime contractor or subcontractor

- **Personnel Qualifications.** Respondents must identify and summarize the relevant experience of key personnel who are anticipated to actually perform work for the anticipated contractual services. Key personnel includes, but is not limited to, all partners, managers, seniors and other professional or technical staff that will perform work on the project and/or are expected to bill time to the project. This should include:
 - a. Job descriptions/role within the company
 - b. Individual qualifications (education, years of experience, specializations)
 - c. Descriptions of experience
 - d. Other detailed qualifications (certifications, licensure, specializations)
- **References.** Respondents shall provide names and addresses of a representative list of clients/references with which the Respondent has performed similar work. References shall include a contact person, current telephone number, and current email addresses.
- **DBE Certification.** (if applicable)

3. **Statement of Financial Stability**

Respondents shall provide a statement in writing, signed by a duly authorized representative, stating the present financial condition of the Respondent, and disclosing information as to Respondent's involvement in any current bankruptcy proceedings.

The Statements of Financial Stability shall be signed by a representative of the Respondent who has authority to negotiate and contractually bind the consultant/firm.

4. **Statement of Litigation History**

Respondents shall provide a statement describing any prior or pending litigation or investigation, either civil or criminal, involving a governmental agency or political subdivision thereof or which may affect the performance of the services to be rendered herein, in which the Respondent, any of its employees, subcontractors or subconsultants is or has been involved within the last five 5 years.

The Statement of Litigation History shall be signed by a representative of the Respondent who has authority to negotiate and contractually bind the consultant/firm.

Part 5 – 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.

- 5.1 **Payment** - Payment will be made in arrears only after submission of proper invoices to the RPCGB. Billing shall represent all 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.
- 5.2 **Taxes** - The Regional Planning Commission of Greater Birmingham is exempt from Federal Excise Tax, including the Federal Transportation Tax. Exemption certificates will be furnished upon request.
- 5.3 **Conflict of Interest** - The RPCGB 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 RPCGB.
- 5.4 **Performance Standards** - The RPCGB, on behalf of the Birmingham MPO, relies upon the Contractor to provide services in accordance with a contract and the performance standards set for each work assignment. The Contractor agrees that time is of the essence, and that contractual commitments shall be met.
- 5.5 **Delivery of Data and Work Products** - Unless specified otherwise, the final embodiment of deliverables (maps, charts, tools, reports, etc.) will be delivered in an electronic format to include editable originals, linked supporting graphics and images, and final portable document format (pdf) files.
- 5.6 **Ownership of Data and Work Products** - All deliverables and/or other products of the contract (including but not limited to all procedures, solicitation packages, reports, records, summaries, software documentation, original data, GIS data original and derived, another matter and materials gathered, prepared and/or developed by the Consultant in the performance of this contract) shall be the sole, absolute, and exclusive property of the 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.
- 5.7 **Cancellation** - Failure to perform any or all of the terms, promises and conditions of the contract, including the specifications, may be deemed a substantial breach thereof. Default may be declared at any time if, in the opinion of the RPCGB:
- The Contractor fails to perform adequately the services required in the contract;
 - The Contractor attempts to impose on the RPCGB 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 RPCGB 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 RPCGB because of the cancellation, agrees to indemnify the RPCGB for its cost in procuring the services of a new Contractor.

The RPCGB 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 RPCGB may terminate the whole or any part of the contract without further consideration by so notifying the Contractor in writing.

- 5.8 **Contract Termination** - The RPCGB by written notice may terminate the contract, in whole or in part, when it is deemed in the best interest of the RPCGB. If the contract is so terminated, the Contractor will be compensated for work performed up to the time of the termination notification. In no event shall payment for such costs exceed the current contract price.
- 5.9 **Availability of Funds** - If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled and the contractor may only be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of services delivered under the contract or which are otherwise not recoverable. The cost of cancellation may be paid from any appropriations available for such purposes.
- 5.10 **Confidentially** - The Contractor acknowledges that information disclosed to it concerning governmental operations during performance of a contract is confidential and/or proprietary to those governments shall not be disclosed to third parties without the prior written consent of those governments.
- The Contractor shall establish and maintain procedures and controls for the purpose of assuring that no information in its records or obtained from jurisdictions and governmental entities in carrying out its functions under the contract shall be used or disclosed by it. The 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 RPC upon completion of the work for which it was obtained or developed.
- 5.11 **Removal of Contract Employees** - The Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work. The RPCGB 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 RPCGB.
- 5.12 **Contract Term** - The term of any resultant contract shall commence on the date of notice to proceed, unless terminated, canceled, or extended as otherwise provided herein. Should a contract extension be required, the RPCGB reserves the right to extend the contract for a specific time period beyond the stated expiration date.
- 5.13 **Insurance** - Without limiting its liability, the Consultant shall maintain, during the life of the contract: Worker's Compensation Insurance, Comprehensive General Liability Insurance, Automobile Liability Insurance, and Consultant's Professional Liability Insurance. As part of the contract developed from this RFP, the Consultant shall include a standard form "Certificate of Insurance" as evidence of this coverage. The amounts of coverage shall be negotiated as part of the contract, but shall generally be sufficient to protect the 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.

Part 6 – Required Forms

Attachment A

CERTIFICATION OF NON-COLLUSION

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

- (1) This application 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 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 non-competitive 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.

Authorized Signature

Date

Title/Position

Attachment B

DEBARMENT CERTIFICATION

The Contractor certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such Contractor shall attach an explanation to this certification.

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

Authorized Signature

Date

Title/Position

Attachment C

CERTIFICATION OF CONTINGENT FEES

The contractor 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.

Authorized Signature

Date

Title/Position

Attachment D

CONFLICT OF INTEREST FORM

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 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?

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.

Authorized Signature

Date

Title/Position