



REQUEST FOR PROPOSAL

Maintenance and Hosting services of the Ridematching Software for the CommuteSmart Program

RFP #	RPC 19-01
Issue Date:	January 11, 2019
Schedule:	Written questions will be due by: 12:00 p.m. (CST), January 25, 2019
Answers posted:	February 1, 2019
Proposals will be received until:	12:00 p.m. (CST), February 15, 2019
Short Listing (if necessary)	By February 22, 2019
Oral interviews (if necessary):	March 20, 2019
Notice of Award:	Prior to April 1, 2019
Beginning of Contract:	October 1, 2019

One (1) original plus four (4) copies (five copies total) of the submittal must be returned in a sealed envelope and be clearly marked "CommuteSmart Ridematching Database Service RFP Enclosed." Proposals should not exceed 9 pages (excluding forms), single sided.

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

Lisa Smith Telephone: (205) 251-8139 e-mail: lsmith@rpcgb.org

SUBMITTALS SHOULD BE MAILED, OR HAND DELIVERED TO:

Lisa Smith, CommuteSmart/APCA Program Manager
Regional Planning Commission of Greater Birmingham
Two Twentieth Street North, Suite 1200
Birmingham, Alabama 35203

Contract Period: 36 months

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

The Regional Planning Commission of Greater Birmingham (RPCGB), on behalf of the Birmingham Metropolitan Planning Organization (MPO), is seeking a qualified Consultant(s) to provide maintenance and hosting services of the Ridematching Software for the CommuteSmart Program.

No Pre-submittal Conference will be held. All questions should be submitted in writing to the project manager at the email shown on the cover page. Responses to the written questions will be summarized and posted to the Birmingham Metropolitan Planning Organization's website. Interested firms should submit questions on or by 12:00 pm. (CST), **January 25, 2019**. RPCGB staff will not respond to verbal questions or meeting requests regarding this RFP.

Submittals will be received by the RPCGB until 12:00 p.m. (CST), **Friday, February 15, 2019**. Proposals must arrive at the Regional Planning Commission of Greater Birmingham, Two Twentieth Street North, Suite 1200, Birmingham, Alabama 35203 telephone (205) 251-8139, on or before the aforementioned date. One (1) original plus four copies (4) copies of the submittals must be returned in a sealed envelope. The outside of the envelope should be marked "**CommuteSmart Ridematching Database Service RFP Enclosed.**" No proposal shall be received by facsimile or via e-mail. Proposals may not be withdrawn after the time for proposals to be opened has passed. All proposals must remain in effect for 90 days from the date of response. Proposals that take exception to the specifications and which do not provide a complete response will be considered non-responsive and will be rejected. A submission of a proposal does not bind the RPCGB or MPO, in any way, neither to enter into contractual agreement nor negotiation for the aforementioned professional services as described hereto. The RPCGB shall not be liable for any costs incurred by contractors prior to issuance of a contract. The RPCGB also reserves the right to accept any proposal considered to be the lowest responsive, responsible bid and/or deemed to be in their best interest.

For more detailed information about this solicitation visit the RPCGB website at <http://rpcgb.org/about/doing-business/> or contact:

Lisa Smith
CommuteSmart/APCA Program Manager
Regional Planning Commission of Greater Birmingham
Two Twentieth Street North, Suite 1200
Birmingham, AL 35203
(205) 251-8139
lsmith@rpcgb.org

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Section 1 General Information

Purpose

The purpose of this request for proposals is to solicit qualified, professional services in order to provide maintenance and hosting services for the web-based ridematching database for use by the statewide CommuteSmart Programs. This RFP is to provide a fair evaluation for all candidates and to provide the candidates with the evaluation criteria against which they will be judged.

Background

The CommuteSmart Program currently contracts with Media Beef, Inc. for database maintenance and hosting services. After a CommuteSmart member receives an application or a commuter registers on the website, the commuter is entered into the database to receive ride matches. The process starts by defining search radii around the commuter's start and end points. Then all other commuters falling within the search radii, time of day match, and same flex time is selected. The commuter's matches are then sent by mail or email. To track commutes the commuter uses the CommuteSmart website login and submits their daily commutes. If the commuter does not have access to the internet, the commuter faxes or mails in a 'commute calendar' for CommuteSmart staff to track manually. The system allows CommuteSmart to run reports, manage incentive programs and company partners.

Period of Performance

The period of performance of the contract will start on October 1, 2019 and will have a 36-month contract period with an option for a one-year extension. This RFP asks Proposers to respond to a three (3) year Scope of Work.

Service Area Description

The CommuteSmart programs are statewide so the services at a minimum will include all counties in the state of Alabama.

Section 2 Scope of Services

The Contractor shall perform the following services:

REQUIRED: The contractor will provide web-based, vendor-hosted rideshare matching service that shall offer customers the ability to find other people who have a similar transportation need. Software/service criteria from the traveler's perspective include:

- Matching along a route corridor between origin and destination, and/or within a set distance from each end of the trip, midpoint, or travel point.
- Option for travelers to select a park-and-ride lot, employer work site, or a community landmark as a travel point.
- Geocoding applicant addresses and generating maps that show traveler match list result locations, trip route, meeting place(s), and park-and-ride locations. Evaluators will give preference to software/services that can also display transit routes, and bicycle paths.
- Client registration information, forms, and other information offered in English. (Spanish optional)
- Software/service to accommodate trips with regular, varying, and intermittent time schedules, including single trips.
- Software/service producing maps and directions, email contact information, and pre-drafted email

correspondence that a registrant may personalize.

- Affirmation that registrants read disclaimers and safety warnings prior to registering and finding matches.
- Ability for travelers to search available applicants to create their own rideshare opportunities with an option to search the entire database or just within their TMA's or employer's site if one exists.
- Capacity for individual travelers to update their contact information, travel profiles, and to "opt out" of the matching program.
- Preservation of personal information as confidential.
- Incorporate a process to identify and update or remove existing registrants that no longer wish to participate in the program
- Incorporate a method that flags and notifies system administrator of duplicate information (i.e. multiple registrants registered to same home address)
- Incorporate an approach to keep registrant's information current and accurate
- Ability of software to generate a "real time" vanpool chart with routes, open seats, origin, destination, schedule, and an option to inquire about the vanpool.
- Maintain a dedicated test environment for the CommuteSmart.org database
- Provide on-call support for the diagnosis and resolution of functional system errors in the day-to-day operations of the database
- Identify a point of contact person or persons who shall be available after-hours and weekends
- Notify Regional Planning Commission of Greater Birmingham of any emergency server maintenance at least twenty (20) minutes in advance
- Review current backup systems in place for both the website code and TDM database, and shall provide additional system backup support if needed
- Provide on-call support for minor text and graphic revisions, with a response to inquiry time not to exceed one (1) business day
- All code or graphic revisions will be first launched to the test environment servers for client approval before deploying to the main (production) web servers
- Perform all non-emergency maintenance which may affect the accessibility of the website outside of the Client's service hours of 8:00 AM to 6:00 PM CST, Monday through Friday
- Deliver source code to Client at upon termination or expiration of contract

Criteria from the traveler service providers' perspective (RPCGB, Other CommuteSmart programs, or employers) include:

- Internet presence that integrates with the RPCGB website.
- Means of grouping/linking fellow carpoolers and vanpoolers with each other so that service providers may identify groups of carpoolers or vanpoolers.
- Portals or pages that can be customized by organizations or employers that can feature site-specific commuter programs or promotions and enable ridematching within the portal group or within larger groups of registered users.
- Access for organizations/employer service providers when an authorization mechanism is activated.
- Attribution so understand that RPCGB is the service sponsor
- Several points during registration to contact RPCGB or other travel service providers via email or phone to request presentations, provide feedback, request materials, or ask questions.
- Ability for RPCGB as well as other service providers, to send group list messages or other communication prior to database purging, send outreach marketing messages, promote incentive

programs, and survey registrants. The email management service should be able to distinguish between groups by information fields, such as employer, commuter characteristics, mode, zip code, or city.

- Capacity to export data for related programs (i.e. ERH, incentives, and special offers) in frequently used formats such as Excel and Access.
- Database administrative functions, including but not limited to the following: ability for RPCGB to delete or block users; filter emails containing inappropriate language; ability to periodically purge stale and inactive data; resolve duplicate registrations, and select active users from the database randomly.
- Controls to protect data security and confidentiality with personal information not sold or shared beyond the limited access granted to employers. The contractor shall ensure that the program complies with all local, state, and federal privacy legislation and protects database security.
- Report generations for RPCGB that, among other items, may track the following: user visits; user registrations; successful matches; rideshare mode; miles reduced; trips saved; and air quality emissions reductions; TMA/employer activity (login, database size, incentives offered); statistics comparisons over time (monthly, quarterly, etc.); view solitary employer summary page (company name, contact name and contact information, number of employees participating); and employer listings by company names and number of participating employees. RPCGB staff can save standard reports for repeated use or create reports and new report templates as needed.
- Report generation for organizations/employer client such as employee list of rideshare participants; rideshare mode; miles reduced; trips saved; and air quality reductions. Employers can select from standard reports or create their own.
- Ability for the commuter and RPCGB to create individual commuter reports for VMT Reduces, pollution reduction, etc.
- Capacity to group commuters into carpool, vanpool, walking, or biking groups.
- Ability for RPCGB to format commuter correspondence for ridematch letters and other promotions in a customizable format, layouts, fonts and size for program marketing purposes.
- Online mode tracking capabilities for individual commuters with data that can be manipulated for an individual, company, region, or the entire database.

Will provide server hosting and monitoring to support the commutesmart.org web application.

- Development Server
- Web Server
- Database Server
- Hardware Firewall
- Off-site server image backups (storage)
- System up time monitoring
- Hardware resource monitoring

Section 3 Instructions for Written Proposals

NOTE: Proposals should not exceed 9 pages, single sided (excluding forms).

1. **PREPARATIONS OF PROPOSALS** - Consultant are encouraged to submit their initial proposals as comprehensively as possible because proposals will be ranked without interviews. Erasures, interlineations or other modifications in the proposal shall be initialed in original ink by the authorized person signing the Vendor Offer. Periods of time, stated as a number of days, shall be calendar days.

It is the responsibility of all Proposers to examine the entire Request for Proposal package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing an offer confers no right of withdrawal after due time and date.

2. **REQUIRED INFORMATION** - The following items shall be submitted with each offer/proposal. Failure to include ANY of these items may result in a proposal being rejected.
 - A. Cover Letter: As described below.
 - B. Copies: The original and four (4) copies (five (5) copies total) of the offer / proposal shall be submitted in an 8 1/2" x 11" format, typewritten.
 - C. Corrections, amendments and clarifications: Signed copies of all corrections, amendments and clarifications to this RFP issued by the RPCGB.
 - D. References: A minimum of three (3) references for the prime Consultant and, complete with address and telephone number, of the governmental entities for whom the contractor has performed similar work.
 - E. Offer/Proposal: The proposal shall be arranged in the order as described below and shall adhere to the length standards as specified.

3. **COVER LETTER** - A cover letter from a principal in the firm submitting the proposal on behalf of their company or consortium. The cover letter shall include:
 - A. A letter of introduction (limit to one (1) page)
 - B. Business Organization - State the full company name, address, telephone numbers, fax numbers, and e-mail addresses of the persons who will be authorized to represent the Proposer regarding all matters related to the proposal and any contract subsequently awarded to said Proposer
 - C. If applicable, include the address, telephone numbers, fax numbers, and e-mail address for the branch office or other subordinate element that will perform or assist in performing the work.
 - D. Indicate whether the Proposer operates as an individual, partnership or corporation; and if incorporated, include the state in which you are incorporated.
 - E. Indicate whether the Proposer is a party to an outstanding lawsuit against the Regional Planning Commission of Greater Birmingham, the Birmingham Metropolitan Planning Organization, the Birmingham-Jefferson Transit Authority, or the Alabama Department of Transportation.
 - F. This letter shall be signed by a person authorized to bind the company to all commitments made in the proposal. If the Proposer is a partnership, a general partner must sign the proposal in the name of the partnership thereof. If the Proposer is a corporation, the proposal must be signed on behalf of the corporation by two authorized officers (a Chairman of the Board, President or Vice President, a Secretary, Treasurer or Chief Financial Officer) or an officer authorized by the Board of Directors to execute such documents on behalf of the corporation. All signatures above must be original and in ink on the original proposal that will be submitted to the RPCGB.

By submitting a proposal pursuant to this RFP and executing the cover letter, Proposer acknowledges that he/she has read this RFP, understands it, and agrees to be bound by its terms and conditions. Proposals may be submitted by mail, express delivery or delivered in person.

4. PROPOSAL CHAPTERS – Proposal chapters shall be prepared as described in the following:

- A. Executive Summary – The Executive Summary will describe your general understanding of the project and overall approach to accomplishing the tasks.
- B. Qualifications – This section should provide the professional credentials and expertise of the firm and key personnel assigned to this project. Although standard personnel resumes may be included as attachments to the proposal, amplification specific to this solicitation is required in the section. The absence of such project specific information may cause the proposal to be deemed non-responsive.
- C. References – The proposed contractor shall provide at least three (3) references that RPCGB may contact regarding similar work performed. Names, titles, addresses and telephone numbers shall be included for each reference. All three of these references shall include work in which the key personnel proposed to RPCGB have been assigned.
- D. Availability – The proposal must indicate the availability of initial and ongoing customer support for program staff. In this section, include hours of availability (include time zone); estimated response time, “out of office” policies and order key personnel should be contacted.
- E. Attachments – The proposal shall contain executed and notarized (if applicable) copies of Attachments A through F. The original shall be included with the original proposal and copies shall be included in all 4 copies of the proposal.

5. DISPOSITION OF PROPOSALS – All proposals submitted in response to this RFP will become property of RPCGB and a matter of public record. The Proposer must identify, in writing, all copyrighted material, trade secrets, or other proprietary information it claims is exempt from disclosure under the Public Records Act of the State of Alabama. Any Proposer claiming such an exemption must also state in its proposal that the Proposer agrees to defend any action brought against RPCGB for its refusal to disclose such material, trade secrets or other proprietary information to any party making a request therefor. Any Proposer who fails to include such a statement shall be deemed to have waived its right to an exemption from disclosure as provided by said action.

6. PROPOSAL FORMAT – Proposals submitted for consideration should be arranged following the format shown below:

Proposal Structure	Attachments
1. Letter of Transmittal/Cover Letter – 1 page	Attachment A: Affidavit of Non-Collusion
2. Table of Contents – 1 page	Attachment B: Contingent Fees Statement
3. Executive Summary – 1 page	Attachment C: Affidavit of Fair Employment Practices
4. Qualifications – 2 pages single sided	Attachment D: Conflict of Interest Disclosure

5. Cost and Price Analysis – 2 pages single sided	Attachment E: DBE Utilization Commitment Form
6. References – 1 page	DBE Certification
7. Availability – 1 page	
8. Attachments	

NOTE: Proposals should not exceed 10 pages (excluding attachments), single sided.

9. **DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (DBE)** – DBE participation shall be an integral component of the consultant selection procedure for this RFP. All proposals will be evaluated on a 100-point award system by the selection committee. A total of ten (10) possible points may be awarded for DBE participation, as measured in dollars. See next page to see how the points will be awarded.

Participation	Points
0% - 3%	0
4% - 6%	2
7% - 9%	4
10% - 12%	6
13% - 14%	8
15% or more	10

In the event of a tie score between two or more proposals, the one with the highest percentage of DBE participation, as measured in dollars, will be awarded the contract.

All Proposers shall provide a copy of the certification of DBE ownership for those firms claiming such status. The certification must have been obtained from a Federal, state or local governmental agency that regularly issue such certification. It must have been issued within the past year or must clearly state the effective date of the certification.

Section 4 Review and Evaluation of Qualifications

- CONSULTANT SELECTION** – The written proposals will be reviewed by the selection committee which will be comprised of RPCGB staff. Based upon the scores of the written proposals a recommendation will be made to the RPCGB Executive Director.
- CRITERIA FOR WRITTEN PROPOSAL EVALUATION** – Professional firms written proposals will be evaluated based on the following evaluation criteria: Each proposal will be ranked on a scale of 1 to 10 for each of the evaluation criteria and multiplied by a weight factor. The scores on each factor will then be added to create a total score. The maximum score is 100.

WEIGHT FACTOR	CRITERION	STANDARD
5.0	Technical Approach	Does the proposal reflect a thorough understanding of the

		scope of work? Is there evidence that the firm can provide the services needed to maintain and host the database?														
1.0	Disadvantaged / Women Owned Business Enterprise (DBE)	<table border="1"> <thead> <tr> <th>Participation</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>0% - 3%</td> <td>0</td> </tr> <tr> <td>4% - 6%</td> <td>2</td> </tr> <tr> <td>7% - 9%</td> <td>4</td> </tr> <tr> <td>10% - 12%</td> <td>6</td> </tr> <tr> <td>13% - 14%</td> <td>8</td> </tr> <tr> <td>15% or more</td> <td>10</td> </tr> </tbody> </table>	Participation	Points	0% - 3%	0	4% - 6%	2	7% - 9%	4	10% - 12%	6	13% - 14%	8	15% or more	10
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13% - 14%	8															
15% or more	10															
4.0	Cost and Price Analysis	Does the cost in the proposal support the needs of the project? Does the cost compare to value ratio for the proposal?														

If references are contacted, they will be asked the following questions:

Overall Performance	Would you hire this company again?
Timetable	Was the original Scope of Work completed within the specified time? Were interim deadlines met in a timely manner?
Responsiveness	Was the firm responsive to client needs? Did the firm anticipate problems? Were problems solved quickly and effectively?
Budget	Was the original Scope of Work completed within the project budget?
Job Knowledge	Did the project meet the Scope of Work? Was the professional/firm fully versed in state-of-the-practice/state-of-the-art thinking in the software capabilities? Was there a good understanding of the interrelated nature of the software needs for the program?
Additional Questions	Any questions brought up at the proposal review committee meeting concerning the Consultant?

3. **THE CONSULTANT SELECTION COMMITTEE** shall conduct evaluations and provide a ranked list of the firms along with their final selection for hire. The RPCGB Executive Director, under authority of the RPCGB Board of Directors, will enter into an agreement with the selected firm. The MPO membership will be informed of the selection.

4. **CONTRACT NEGOTIATIONS** – Based on the information submitted and internal budgetary considerations, the RPCGB may request adjustment of the submitted Scope of Work, if required. If

negotiations cannot produce a contract, the RPCGB can declare an impasse and open negotiations with the second ranked firm. If agreement cannot be reached with the second ranked firm, contract negotiations are begun with the third ranked firm. This process continues until all firms are exhausted.

5. **AWARD OF CONTRACT** – Notwithstanding any other provision of the RFP, the RPCGB expressly reserves the right to:

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

6. **OFFER AND ACCEPTANCE PERIOD** – A response to a Request for Proposal is an offer to contract with the RPCGB based upon the terms, conditions, scope of services and specifications contained in this Request for Proposal. Proposals are an irrevocable offer for ninety (90) days after the proposal opening time and date.

7. **PROPOSERS RIGHTS** – 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.

8. **STATEMENT OF DISADVANTAGED BUSINESS ENTERPRISE INVOLVEMENT (DBE)** - The Regional Planning Commission of Greater Birmingham seeks meaningful participation by qualified disadvantaged and women owned businesses in its procurement process. The RPCGB has a DBE goal of fifteen percent (15%) for the overall project. The Proposer shall list in its proposal the small and disadvantaged business, which it proposes to use in key roles on this project. A disadvantaged business is “a small business which is owned or controlled by a majority of persons, not limited to members of minority groups, who have been deprived of the opportunity to develop and maintain a competitive position in the economy because of social disadvantages or disability.”

Disadvantaged businesses listed should be further described as being owned and its daily operations controlled by a minority group member, a disabled person, or a woman. Minority groups are defined as African-American, Native American, Hispanic American or Asian American. Disabled persons are those defined as such by the Americans with Disabilities Act (ADA).

The proposal shall indicate the minimum percentage of the total contract value that is to be paid to any sub-Consultant or supplier for which disadvantaged, or women owned business status is claimed (Form F).

As a condition of progress payments to the Consultant, RPCGB will require that the Consultant submit evidence of participation of and Consultant’s payment to all disadvantaged and women owned businesses participating in the project. This evidence shall consist of copies of subcontracts, sub-Consultant’s applications for payment, sub-Consultant’s certified payrolls and proof of payment for small business suppliers.

If, during the course of this project, the Consultant fails to maintain the level of disadvantaged and/or women owned business participation shown in the proposal, or if any material representation made in the proposal

concerning the DBE status of any sub-Consultant or Consultant's involvement in the ownership, operation or management of any sub-Consultant claiming status as a disadvantaged and/or women owned business is shown to be false to the satisfaction of RPCGB designated representative acting in good faith, the RPCGB may, at its sole option and in addition to any other remedies available under the contract, at law or in equity, terminate the contract pursuant to the provisions therein. Further, in the event that RPCGB terminates the contract, the Consultant shall pay the RPCGB's re-procurement costs, including, without limitation, any costs associated with re-procurement delays. The RPCGB will institute debarment proceedings against any Proposer that misrepresents in a proposal any material fact concerning small business status of any sub-Consultant or Proposer's involvement in the ownership, operation or management of any sub-Consultant claiming status as a small business.

9. **INQUIRIES** – Any information which may have been released by RPCGB staff prior to the issuance of this Request for Proposals shall be disregarded.

Requests for clarification should be directed to the person(s) whose name appears on the title page. Questions should be submitted in writing when time permits. Any correspondence related to the RFP should refer to the appropriate RFP number, page, and paragraph number.

Significant inquiries made and answered will be summarized in writing for distribution to all parties who received a copy of this solicitation.

Written questions will be due by: 12:00 p.m. (CST), January 25, 2019

Answers posted: February 1, 2019

10. **VERIFICATION OF INFORMATION** – The RPCGB staff may verify all information submitted as part of a Proposal. Submission of information deemed to be inaccurate may result in a determination of non-response of the Proposer by the RPCGB and a rejection of the proposal.
11. **EXCEPTIONS** – Any desired exceptions to the Scope of Services or terms and conditions of this RFP must be included in the proposal and must address the specific RFP paragraph where a conflict exists. A Proposer's preprinted terms and conditions WILL NOT be considered as exceptions.
12. **PROPOSAL OPENING** – Proposals shall be opened on the date and time and at the place designated on the cover page of this document, unless amended in writing by the RPCGB. The name of each Proposer shall be publicly read and recorded in the presence of witnesses at this time. All offers, and any modifications and other information received in response to the RFP shall be shown only to authorized personnel having a legitimate interest in them or persons assisting in the evaluation. After contract award, the successful proposal and evaluation document shall be open for public inspection in accordance with Proposer's Rights.
13. **LATE OPENING** – Late proposals will not be considered. Any Proposer submitting a late proposal shall be so notified.

14. **WITHDRAWAL OF PROPOSALS** – At any time prior to the specified proposal due time and date a Proposer (or designated representative) may withdraw the Proposal.
15. **AMENDMENT OF PROPOSAL** - Receipt of a Request for Proposal Amendment or Clarification must be acknowledged by signing and returning the document to the RPCGB with the Proposal.

Section 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.

1. **PAYMENT** - Payment will be made in arrears only after submission of proper invoices to the RPCGB. The contract for this project is to be a fixed price type. 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.
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.
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.
4. **PERFORMANCE STANDARDS** - The RPCGB on behalf of the MPO relies upon the Contractor to provide services in accordance with a contract and the performance standards set for each work assignment. The Contractor agrees that time is of the essence, and that contractual commitments shall be met.
5. **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.

6. **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.
7. **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.
8. **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 RPCGB upon completion of the work for which it was obtained or developed.
9. **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.
10. **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.
11. **CONTRACT EXTENSION** - The RPCGB reserves the right to unilaterally extend the period of any resultant contract for thirty-one days beyond the stated expiration date. In addition, by mutual written agreement, any resultant contract may be extended for supplemental periods up to a maximum of one hundred twenty (120) days.

Section 6 Protest Procedures

1. All protest must be submitted in writing to the RPCGB who will act as the point of contact for all protests. The protest must include the following information:
 - A. The protesters name and address.
 - B. The protester's contact name and telephone number.
 - C. A complete statement for each of the proposal areas which the Proposer disputes, a complete statement of the protester's grounds for protest, and full documentation of the Proposer's claim.

2. The Consultant Selection Committee shall convene, and secure the assistance of a legal representative, to review and evaluate the protest.
3. Any potential Proposer believing that proposal documents contain restrictive specifications or any other improprieties regarding the solicitation for RFPs may file a protest with the RPCGB, which shall be received no later than ten (10) business days prior to the proposal due date and time. The protest shall contain all reasons for the protest, and address each element of the proposal which the Proposer is disputing. The RPCGB will respond to the protest within five (5) business days of receipt of the protest, and the protester will have five (5) business days to appeal the initial response of the RPCGB. Once an appeal has been received, the RPCGB Executive Director, in consultation with legal counsel, will render a final decision in writing within ten (10) business days.
4. Protests received before contract award will be responded to by the RPCGB within ten (10) business days upon receipt of the protest by the same. The protester will have five (5) business days to appeal the initial response to the RPCGB. Once an appeal has been received, the RPCGB Executive Director will render his final decision in writing within ten (10) business days.
5. Protests filed after contract award must be received by the RPCGB within five (5) business days after notification of award. The RPCGB will respond within five (5) business days. The protester will have five (5) business days to appeal the initial response to the same. Once an appeal has been received, the RPCGB Executive Director will render his final decision in writing within ten (10) business days.
6. Upon receipt of protest, the RPCGB shall notify the Consultant Selection Committee and establish a time for a meeting that will be held within five (5) business days after receipt of the protest. This committee shall evaluate the material provided by the protester and, with the assistance of legal counsel, shall assist the RPCGB Executive Director in preparing a written response concerning the validity of the protest and if appropriate, any corrective action to be taken.
7. If the initial procurement has been acted upon (resolution of contract approval) by the RPCGB, the response of the RPCGB shall be reported to the RPCGB Executive Board. The authorizing party will then issue a decision and authorize the RPCGB to take corrective action, if necessary. In all other cases, the RPCGB Executive Director, in consultation with legal counsel will make the final decision.

Section 7 Required Forms

Please see next pages for required forms.

Attachment A

Regional Planning Commission of Greater Birmingham

AFFIDAVIT OF NON-COLLUSION

I hereby swear (or affirm) under penalty of perjury:

- 3.1 That I am the Proposer (if the Proposer is an individual), a partner of the Proposer (if the Proposer is a partnership), or an officer or employee of the offering corporation, having authority to assign on its behalf (if the Proposer is a corporation);

- 3.2 That the attached bid or bids have been arrived at by the Proposer independently, and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with any other vendor of materials, supplies, equipment or services described in the request for proposal, designed to limit independent bidding or competition;

- 3.3 That the contents of the bid or bids have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer or its surety on any bond furnished with the proposal or proposals, and will not be communicated to any such person prior to the official opening of the proposal or proposals; and

- 3.4 That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Ineligible Contractors

The _____ hereby certifies that it is/ is not included on the United States Comptroller General's consolidated list of persons or firms currently debarred for violations of various public contracts incorporated labor standards provisions.

Firm Name

Authorized Signature

Subscribed and sworn to before me this _____ day _____, 20 _____

Notary Public _____

My commission expires _____, 20 _____

Bidder's E.I. Number _____

(Number used on employer's quarterly Federal tax return)

Attachment B

Regional Planning Commission of Greater Birmingham

AFFIDAVIT AND INFORMATION REQUIRED OF PROPOSERS

FAIR EMPLOYMENT PRACTICES STATEMENT

AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

After being first duly sworn according to law, the undersigned (Affiant) states that he/she is the _____ of _____ (Proposer) and that by its employment policy, standards and practices the Proposer does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to his/her race, creed, color, national origin, age, sex, or handicapping condition.

Further Affiant sayeth not.

By: _____

Title: _____

Address: _____

Subscribed and sworn to before me this _____ day _____, 20 _____

Notary Public _____

My commission expires _____, 20 _____

Bidder's E.I. Number _____

(Number used on employer's quarterly Federal tax return)

Attachment C

Regional Planning Commission of Greater Birmingham

AFFIDAVIT AND INFORMATION REQUIRED OF PROPOSERS

CONTINGENT FEES STATEMENT

AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

The contractor acknowledges that no 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 Birmingham MPO member jurisdictions, officers or employees of the Alabama Department of Transportation in connection with the awarding of any RPCGB contract, the making of any RPCGB grant, the making of any RPCGB 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.

After being first duly sworn according to law, the undersigned (Affiant) states that he/she is the _____ of (Proposer) and that the Proposer has not retained anyone in violation of the foregoing.

Further Affiant sayeth not.

By: _____

Title: _____

Address: _____

Subscribed and sworn to before me this _____ day _____, 20 _____

Notary Public _____

My commission expires _____, 20 _____

Bidder's E.I. Number _____

(Number used on employer's quarterly Federal tax return)

Attachment D

Regional Planning Commission of Greater Birmingham

AFFIDAVIT AND INFORMATION REQUIRED OF PROPOSERS

CONFLICT OF INTEREST FORM

SECTION I: INSTRUCTIONS

Regional Planning Commission of Greater Birmingham, in keeping with the State of Alabama Ethics Laws, asks that all persons or firms seeking contracts valued at \$25,000 or more to complete and submit this Conflict of Interest Form along with their contract proposal. This requirement also applies to any proposed subcontractors whose portion of the overall work is valued at \$25,000 or more. Failure to comply with this requirement may cause your contract proposal to be declared non-responsive.

Although this law is intended to have persons seeking elected office to disclose potential conflicts of interest, the standards established in the Code of Alabama 1975 State Ethics Law, Sections 36-25-1 to 36-25-24, Sections 36-25-26 to 36-25-30 is utilized by the RPCGB to determine whether or not a conflict of interest exists. Information provided by the Alabama State Ethics Commission should be referred to by Proposers in order to receive additional guidance as to what constitutes a conflict of interest.

Name of Firm:

Project Name or Description:

RFP Number:

Date Submitted:

Preparer's Name:

SECTION II: QUESTIONS

1. Does your firm have any existing relationships with employees of RPCGB, members or officers of the RPCGB Executive Committee and/or the Birmingham MPO that could be construed as involving "conflicts of interests" (i.e., financial interests), or which would give rise to a conflict if your firm becomes a recipient of a contract with RPCGB?

_____ YES

_____ NO

If "yes," please list the names of those RPCGB employees, RPCGB Executive Committee members, or Birmingham MPO officers and the nature of the relationship:

Name: _____

Relationship: _____

2. Have you or any members of your firm been an employee of RPCGB, served as a member of the RPCGB Executive Committee, or as a Birmingham MPO officer within the last twenty-four months?

_____ YES

_____ NO

If "yes," please list name, position, and dates of service:

Name: _____

Position: _____

Dates of Service: _____

3. Are you or any managers, partners, or officers of your firm related by blood or marriage/domestic partnership to an employee of RPCGB, RPCGB Executive Committee member, or Birmingham MPO officer that is considering your contract proposal?

_____ YES

_____ NO

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

Name: _____

Relationship: _____

4. In the last twenty-four months, have you or any members of your firm been a business partner of, employed, or have been about to employ an employee of RPCGB, RPCGB Executive Committee member, or officer the Birmingham MPO?

_____ YES

_____ NO

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

Name: _____

Relationship: _____

5. Have you or any managers, partners, or officers of your firm ever given (directly or indirectly), or offered to give on behalf of another or through another person, contributions (including political contributions) or gifts to any current employee of RPCGB, member of the RPCGB Executive Committee, or Birmingham MPO officer?

_____ YES

_____ NO

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

Name: _____

Date: _____

Value: _____

SECTION III: VALIDATION STATEMENT

This Validation Statement must be completed and signed by at least one General Partner, Owner, Principal, or Officer authorized to legally commit the selected firm.

Project Name or Description: _____

RFP Number: _____

DECLARATION

I, (printed full name) _____, (Professional Registration Number; optional)

_____ hereby declare that I am the (position or title)

_____ of (firm name) _____, and that I am duly

authorized to execute this Validation Statement on behalf of this entity. I hereby state that this RPCGB Conflict of Interest Form dated _____ is correct and current as submitted. I acknowledge that any false, deceptive, or fraudulent statements on this Validation Statement will result in rejection of my contract proposal.

Signature of Person Certifying for Selected Firm

(Original signature required)

Date

Subscribed and sworn to before me this _____ day _____, 20 _____

Notary Public

My commission expires _____, 20 _____

NOTICE

A material false statement, omission, or fraudulent inducement made in connection with this RPCGB Conflict of Interest Form is sufficient cause for rejection of the contract proposal or revocation of a prior contract award.

Attachment E

Regional Planning Commission of Greater Birmingham
AFFIDAVIT AND INFORMATION REQUIRED OF PROPOSERS

DBE UTILIZATION COMMITMENT FORM

The Regional Planning Commission of Greater Birmingham has a goal of fifteen percent (15%) for DBE participation in the overall project.

Name of Prime Contractor:	
Project:	
Name of DBE Contractor:	
Address:	
Type of Work to be Performed:	
Projected Date for Work:	
Agreed Price: \$	
Percentage of Total Proposal:	
Name of DBE Contractor:	
Address:	
Type of Work to be Performed:	
Projected Date for Work:	
Agreed Price: \$	
Percentage of Total Bid:	
Name of DBE Contractor:	
Address:	
Type of Work to be Performed:	
Projected Date for Work:	
Agreed Price: \$	
Percentage of Total Bid:	

The undersigned will enter into a formal agreement with the above Disadvantaged Business Enterprise for work listed in this schedule, conditioned upon execution of a contract with the Regional Planning Commission of Greater Birmingham, on behalf of the Birmingham MPO.

_____ Authorized Signature

_____ Title