



BIRMINGHAM-JEFFERSON COUNTY TRANSIT AUTHORITY  
**REQUEST FOR PROPOSALS #11-09**

SHORT RANGE TRANSIT PLAN

**KEY DATES:**

<b>Date Issued:</b>	<b>July 27, 2011</b>
<b>Pre-Proposal Conference:</b>	<b>August 10, 2011, 10:00 A.M., CST</b>
<b>Questions/Clarifications:</b>	<b>August 12, 2011, 5:00 P.M., CST</b>
<b>BJCTA Response:</b>	<b>August 19, 2011, 5:00 P.M., CST</b>
<b>Proposals Due:</b>	<b>August 26, 2011, 5:00 P.M., CST</b>

## GENERAL GUIDELINES FOR COMPLETING THE REQUESTS FOR PROPOSALS PACKAGE

This document is intended as a guideline to assist prospective Proposers in successfully completing the necessary paperwork. You are strongly encouraged to read the “Notice to Proposers” section set forth below very carefully. This General Guidelines document is NOT intended to replace the more detailed instructions that are included in the attached Proposal Package.

- It is **EXTREMELY IMPORTANT** that all required forms be filled out completely. Federal and State Regulations mandate that these forms be completed properly.
- If a form does not apply to your business or proposal, please mark the form “Not Applicable,” or some other similar wording at your discretion. Please also sign and date this form. Failure to complete all forms included in this package may result in your Proposal being ruled non-responsive. Non-Responsive Proposals will not be awarded the contract.
- DBE (Disadvantaged Business Enterprise) Obligation: The Birmingham-Jefferson County Transit Authority (“BJCTA”) agrees to ensure that DBEs, as outlined in 49 CFR Part 26, as amended, have the maximum opportunity to participate in the performance of contracts. Therefore, it is imperative that you read the DBE Section and complete the necessary paperwork.
- Make sure the Proposal Response is received by the BJCTA before the designated date and time. Late proposals will not be accepted.
- Make sure that the proposal is returned in an envelope or box clearly labeled with the solicitation number and title. This information should be in the lower left hand corner. The envelope should also be labeled **PROPOSAL DOCUMENTS ENCLOSED.**
- When in doubt, contact **Jacquese Gary, BJCTA Procurement Officer**, 1735 Morris Avenue, 2<sup>nd</sup> Floor, Birmingham, AL 35203, (205) 521-0144 or [igary@bjcta.org](mailto:igary@bjcta.org) for assistance.

## **NOTICE TO PROPOSERS**

### **RFP #11-09 SHORT RANGE TRANSIT PLAN (SRTP)**

The Birmingham-Jefferson County Transit Authority (BJCTA) is seeking to engage the professional services of a qualified firm(s) in order to prepare a 5-year Short Range Transit Plan (SRTP). This plan will update the Transit Development Plan for BJCTA that was prepared in 2008 by Wilbur Smith and Associates. The BJCTA provides fixed route bus transit and demand responsive services to the City of Birmingham, portions of Jefferson County, and various cities located in Jefferson County. This plan will also examine coordination of BJCTA services with other transit operators in the Birmingham region, as well as the extension of fixed route and Paratransit services into neighboring Shelby County.

This **Request for Proposals (RFP), #11-09**, outlines a description of the services sought and the required documents for submittal.

A pre-submittal conference will be held at **10:00 AM (CDT) on August 10, 2011** in the Main Conference Room of the BJCTA, 1735 Morris Avenue, Birmingham, Alabama 35203. Attendance is not mandatory. Oral questions will be answered in this forum. Inquiries made and answered at the conference will be summarized in writing for distribution to all parties who received a copy of this solicitation.

Questions or clarifications must be received by BJCTA, in writing, by not later than close of business **(5:00 p.m. CST) Friday, August 12, 2011**. Responses will be made available by not later than close of business **(5:00 P.M. CST) Friday, August 19, 2011**.

Proposals that are sent through the U.S. Postal Service should be addressed and labeled as follows:

**Birmingham-Jefferson County Transit Authority  
RFP 11-09 Short Range Transit Plan  
1735 Morris Avenue  
Birmingham, Alabama 35203**

It is suggested that a shipping method with a proof of delivery, verifying both the date and time of delivery, is utilized.

Proposals that are sent by courier or delivered by hand should be addressed and labeled as follows:

**Birmingham-Jefferson County Transit Authority  
RFP 11-09 Short Range Transit Plan  
1735 Morris Avenue (2<sup>nd</sup> Floor)  
Birmingham, Alabama 35203**

One (1) original and eight (8) copies of sealed proposals should be received by the BJCTA at the applicable address noted above in accordance with these instructions and specifications, until **5:00 P.M. (CST), August 26, 2011**, at which time all proposals must be received. All requested information shall be submitted in the required format by the stated deadline. Any proposal received after the deadline will not be considered.

To be considered, proposals must arrive at BJCTA on or before the date and time specified above or any addendums. Contractors mailing proposals should allow normal mail delivery time to ensure timely receipt of their proposal. Proposals received prior to the advertised hour of opening will be kept securely sealed. Any proposal received after the date and time specified above will not be considered and will be returned to the proposer unopened. All proposals must be sealed and clearly marked "**RFP 11-09 Short Range Transit Plan**".

Proposals will be examined and reported to the BJCTA's Board of Directors within thirty (30) days after the proposals have been opened. The BJCTA reserves the right to reject any or all proposals, or to waive any irregularities or informalities in any proposal or in the proposal procedure, or to postpone the opening for good cause. No Proposer may withdraw his proposal for a period of one hundred and twenty days (120) after the scheduled time for the proposal opening. Award of this proposal shall be made to the most responsive and responsible Proposer as determined through the evaluation of the proposals, and which is in the best interest of BJCTA.

**This solicitation does not commit the BJCTA to award a contract, or pay any cost incurred in preparation of bids, or to produce or contract for services.** The award of this proposal is contingent upon a financial assistance contract between the BJCTA and the United States Department of Transportation.

The successful Proposer agrees to comply with any and all provisions and regulations relative to that financial assistance contract. Proposers will be required to certify that they have not been suspended or debarred from participation in federally-funded contracts. Proposers must also disclose lobbying activities. Full compliance with all applicable Safety and Health Standards, DBE requirements, Equal Employment Opportunity, and Americans with Disabilities Act laws and regulations will be required of the successful Proposer.

BJCTA is exempt from the payment of all state taxes as well as federal excise taxes and use tax. These taxes shall not be included in the proposal. BJCTA will furnish a tax exemption number upon request.

A Vendor Registration Form is required to be completed in order for your proposal to be considered. For more detailed information and a complete copy of this solicitation, please visit [www.bjcta.org](http://www.bjcta.org) or email Jacquese Gary, BJCTA's Procurement Officer, at [jgary@bjcta.org](mailto:jgary@bjcta.org) or phone at (205) 521-0144.

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**SECTION I – SCOPE OF SERVICES**

**SCOPE OF SERVICES  
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## **Background**

The Birmingham-Jefferson County Transit Authority (BJCTA) provides fixed route bus transit and demand responsive services to the City of Birmingham, portions of Jefferson County, and to various cities located in Jefferson County. In 2001, the BJCTA completed and adopted the FY 2000-2004 Transit Development Plan. A separate Comprehensive Operational Analysis was also completed. These two plan documents established the framework for guiding the BJCTA's capital investment and development program.

In June 2004, the Regional Planning Commission of Greater Birmingham (RPCGB) completed the Birmingham Regional Transportation Alternatives Analysis. This Alternatives Analysis was then translated into the Regional Transit Implementation Strategy (RTIS), a guide for citizens, elected officials, and business leaders about the vision for the expansion and development of the Birmingham area's transit system. In addition, the RTIS includes recommendations from the Strategic Regional Multi-Modal Plan, the Birmingham area's congestion management plan. In all, the RTIS document brings together the recommendations from multiple planning documents, incorporating them into a single, comprehensive plan.

In 2008, a Transit Development Plan and Comprehensive Operational Analysis was completed by Wilbur Smith and Associates. While the plan had some good findings, it did not address the feasibility of its implementation and hence, few of its recommendations were realized. The RPCGB has undertaken a number of corridor studies to examine the implementation of high-capacity, higher speed transit services in the Birmingham area and is currently completing one for the region's Southwest Corridor (U.S. Highway 11). The SRTP should consider and build on the prior studies as much as possible.

## **Study Area**

The primary study area for this project is the City of Birmingham and the entirety of Jefferson County. Emerging activity centers on Jefferson County's periphery as well as emerging and/or mature activity centers in neighboring Shelby County should also be considered for future fixed route and/or specialized services and are to be considered within this study. Direction will be provided by BJCTA staff as the project progresses.

## **Project Purpose**

The purpose of this project is to develop a Short Range Transit Plan (SRTP) also referred to as a Unified Transit Development Plan and Comprehensive Operational Analysis update using the professional services of a qualified firm(s) (hereinafter, the "Consultant") through a Request for Proposal (RFP) process. The SRTP will address the Birmingham area's transit system development for a five-year planning period. The SRTP will be updated again at the start of the 5<sup>th</sup> year.

The objective of the SRTP is to develop an action-oriented strategy that leads the BJCTA and the region to the long-term vision established through local collaboration and the long range transportation plan adopted by the Birmingham area Metropolitan Planning Organization (MPO). The SRTP will identify specific capital and operational services to be prioritized and implemented within the proposed planning horizons. This strategy will be easily implemented

and designed for the BJCTA to maximize its investments in the short term while also identifying opportunities for long-range projects. The analysis will serve as the basis for short term planning initiatives set by the BJCTA over the 2012-2017 periods. It will be based upon the transit network of services and facilities that exist today, and to some extent, those that have been identified as part of the MPO's long range transportation planning process.

The Consultant will prepare a plan that includes the following:

1. The population, development, and density patterns of Jefferson and Shelby Counties over the past two census periods and projected patterns to 2035 based on information compiled from available local, regional, and national resources. The selected Consultant will be required to coordinate with the RPCGB, the MPO, to ensure consistency with regional projections for population and employment.
2. BJCTA revenue and expenses projected into the proposed planning horizons based upon historic trends.
3. A summary and review of potential dedicated transit funding sources and the revenues generated by each.
4. A review and analysis of current BJCTA Goals, Objectives, Performance Measures and Standards, including any proposed changes, additions, or modifications.
5. A performance analysis of all existing BJCTA and other regional public transportation services, including a qualitative analysis on the trends highlighted in the data and identification of opportunities to increase revenues through operational efficiencies or other methods.
6. Identification and prioritization of opportunities to increase ridership, provide new service to underserved areas, and/or provide improved service.
7. Include an analysis and implementation plan for Bus Rapid Transit (BRT) along the corridors identified in previous and current BJCTA and RPCGB transportation studies.
8. Document the long term vision for BJCTA and other allied regional transit services to the year 2035, as well as provide a list of programmatic and service initiatives that could be implemented in the 2012 – 2017 timeframe.
9. A brief peer-review comparison of funding, service area, and level of service provided.

The SRTP must contain the elements listed above and which are further described in the pages that follow. The work shall be broken into the following fourteen tasks; however, it is acknowledged that work efforts shall carry between the tasks as required.

The BJCTA would like to move through this study expeditiously with most key analysis and recommendations completed by June 2012 with the Plan adoption date of August 2012.

## **Task Descriptions**

### **Task 1 – Project Management Plan**

The Consultant shall develop and submit a project management plan to BJCTA for approval. The project management plan should describe how the team will handle internal and external communications, decision making methodologies, and assumptions i.e. assumptions about data availability, communication issues, travel, task elements, etc. The project management plan will also contain a work break-down structure, a project schedule, and a project budget that details how expenses and time will be allocated. The Consultant will document all assumptions and confirm them with BJCTA before completing a draft final project management plan. BJCTA must approve the final project management plan.

A sole project manager for the Consultant team shall be designated to this project and serve as a point of contact with the BJCTA. Responses to this RFP shall include the resumes of all key personnel who will be actively involved on this project. The project manager or any key personnel shall not be changed without written permission of the BJCTA. In the event that any Consultant key personnel do not remain in employment for the duration of the project, the BJCTA shall approve any suggested replacements. The Consultant project manager shall be responsible for all the coordination and communication within the Consultant team, as well as with the BJCTA.

The Consultant shall coordinate weekly conference calls with the BJCTA project manager to ensure progression of the project. In addition, the Consultant will provide a bi-weekly written progress report describing work accomplished and work planned for the upcoming weeks by a task and sub-task basis. This report will also include a narrative of deliverables, accomplishments, important meetings, and current issues relating to the work including interfaces, budgets, and schedules. This report will be submitted directly to the Project Manager for the BJCTA.

In addition, a project control report will be submitted with the monthly invoice and will contain the task number, responsible firm, budget spent to-date, budget remaining, percentage estimate of completion, hours earned, and budget variance reported in task labor hours.

The above report shall be submitted with the monthly invoice in addition to all required DBE forms and documentation.

**Deliverables:** Project Management Plan Document

### **Task 2 – Project Steering Committee Management and Peer Review**

A project steering committee will be established to provide policy input into the planning process. The Consultant, with the assistance of BJCTA, shall facilitate meetings of the project steering committee and the project technical advisory committee. At these meetings, the Consultant will be responsible for developing the meeting agenda, minutes, and documents, and shall compile and distribute and/or present information, solicit feedback, document all comments, issues, and committee recommendations, as well as provide a written record of the action(s) taken to address comments, identified issues, and recommendations. The BJCTA will assist the Consultant in completing this task. The Consultant, with the assistance of

BJCTA, shall recommend an appropriate date and make arrangements for hosting a project kick-off meeting for committee members. In addition, the Consultant shall identify and/or develop a draft program of activities and/or discussion points for the steering committee. A minimum of one meeting will be held to solicit input and/or recommendations on the development of a Public Involvement Plan. A second meeting should be held to go over the draft Public Involvement Plan in order that a finalized plan can be produced.

In addition, the Consultant will assist the BJCTA in coordinating a peer review for the draft SRTP. The Consultant will identify cities and/or regions similar in size, area, and transit service delivery, and facilitate the collection of written review comments regarding the BJCTA draft SRTP from the transit properties in these cities/regions. The review comments will be used to better understand how BJCTA is performing in relation to its peers, to assess the state of the practice among peer cities/regions, to provide input to the steering committee, and possibly make adjustments to the draft plan document. An analysis of the review comments should be included in the report, and the actual comments will be included as a technical appendix to the report.

**Deliverables:** Project Kick-off Meeting  
Technical Appendix – Peer Review

### **Task 3 – Public Involvement Plan**

The involvement of the public in the development of the SRTP is also important. To that end, the Consultant will develop, in cooperation with the Project Steering Committee and Project Technical Advisory Committee, a Public Involvement Plan that details how and when the public is to be involved in the planning process describing the opportunities they will have to provide input. The Public Involvement Plan will establish a minimum number of public involvement meetings, public involvement meeting schedule (dates and time). The Public Involvement Plan will also describe how the public will be informed about the plan's development, activities, and progress as well as how public comments and inquiries will be addressed. Key deliverables of the Public Involvement Plan will include a public involvement meeting schedule and project website. Finally, the Public Involvement Plan will describe how the process is to be documented. The Consultant will develop a draft Public Involvement Plan and solicit input from the project steering committee through a formal steering committee workshop. The RPCGB should also be consulted to obtain input. The Public Involvement Plan will not be considered finalized until BJCTA has provided approval.

At a minimum, the following sub-tasks will be required:

- Organize, publicize, and coordinate a minimum of three rounds of public meetings as described below. Each round of meetings will consist of five meetings held at locations throughout the Birmingham area including neighborhoods in the City of Birmingham including downtown and communities in Jefferson and Shelby Counties.
  - Kick-off Meeting – The kick-off meeting shall occur at the outset of the project to describe the purpose of the project, solicit public input about the long-term vision for transit in Birmingham, and establish the scope and project schedule.

- Mid-project Review – This meeting will review the preliminary findings and analysis of the transportation markets, existing services and identified gaps in service. This meeting will solicit public input about transportation priorities and needs as well as consideration of the service gaps identified through this process.
  - Final Results Presentation – This meeting will provide a summary of the Strategic Master Plan and major findings to the public.
  - Where appropriate, some of these meetings may be supplemented or even replaced with technologies such as social media. They may also be combined with meetings of organizations that are interested in participating in this study. If these alternatives are to be used, the proposal should specify how and when they will be employed, whether they will supplement or replace “live” meetings, and the results that are expected to be obtained.
- At a minimum, hold four meetings with the coordination committee as described below. It is expected that three of these meetings will be held in advance of the associated public meetings to allow for meaningful input from the group.
    - Kick-off Meeting (Coordination Committee Meeting 1): BJCTA will work with the Consultant to develop a coordinating committee consisting of representatives from BJCTA, the RPCGB, and other interested groups such as the local Birmingham Business Alliance to provide input and feedback as the plan progresses. The kick-off meeting shall occur at the outset of the project to confirm the overall purpose and goal(s) and identify any additional data the Consultant may require.
    - Mid-project Review Meeting (Coordination Committee Meeting 2): At the conclusion of the Task 4 market analysis and transportation assessment efforts, the Consultant shall reconvene the coordination committee to review the results of the data analysis. At this meeting, all draft data analyses and proposed service concepts will be reviewed. This will include the proposed long-term vision, goals, and objectives, as well as the results of the analysis of trends, identified transportation service gaps, and preliminary concepts for service improvements and/or additions. This meeting shall also allow for the steering committee to give input at the beginning of Task 7 – Needs Assessment and Identification of Future Service.
    - Draft Opportunities and Constraints Meeting (Coordination Committee Meeting 3): The Consultant shall give an overview of the draft results of the opportunities and constraints analysis for steering committee comment and input.
    - Draft Report Meeting (Coordination Committee Meeting 4): Prior to submitting the final report, the Consultant shall hold a review meeting to receive all comments from the steering committee on the draft report.

In addition, the Consultant shall be expected to hold regular smaller meetings with the BJCTA staff – which may be done via conference call – to obtain specific input as it relates to the work.

Finally, the Consultant shall be required to complete at least three presentations to the BJCTA committees and/or stakeholder groups such as the Transit Advisory Committee (TAC), the Paratransit Advisory Committee (PAC), and at least one presentation to the BJCTA Board.

**Deliverables:** Public Involvement Plan Development Workshop  
Draft Public Involvement Plan Document  
Public Involvement Plan Document (100 printed copies and 1 electronic file)

#### **Task 4 – Data Collection and Data Analysis**

BJCTA does not require any direct market data collection in association with this study. The market analysis portion of the plan shall be assembled through analysis of existing sources of information such as census data, locally provided property data, and purchasable off-the-shelf data. Ridership information will be provided by BJCTA from previous reports that BJCTA has completed or compiled. Information from an On-board Origin/Destination study will also be made available. BJCTA will work with the selected Consultant to provide all available background data, including engaging local partners, such as the local city Planning Departments, as well as the RPCGB.

The Consultant will develop a list of data requirements that the BJCTA will work with the Consultant to collect. The Consultant will have ultimate responsibility for acquisition of key data elements. Please review the data list at the end of this RFP to see what is readily available.

At the outset of the project and throughout its duration, the Consultant shall immediately notify the BJCTA if any specific data required has not been provided and the impacts of not having the data in the analysis. In some instances, it may not be feasible to obtain the data, particularly if it is not readily available or would require a significant internal effort. The BJCTA shall make the final determination on the necessity of any additional data requests based on the subsequent limitations on the analysis if it is not obtained.

The Consultant shall be responsible for taking the data and formatting it to meet the requirements of the report. This includes, but is not limited to any tables, charts, GIS data, maps, or other graphics.

#### **Market Analysis**

The market analysis shall focus on existing and projected conditions to provide the framework for identifying future transit opportunities and constraints for the BJCTA. The Consultant shall look at not only the affects of local issues, but consider regional and national transit trends as well.

The Consultant shall evaluate demographic and ridership trends from the past 10 to 20 years to identify growth markets. This should be supplemented with the purchase of available demographic and market data. This shall be used to determine growth patterns/areas that

have had the greatest positive impact on transit market share and ridership. This information should be provided in such a way as to assist in identifying what types of transit services the BJCTA should prioritize to augment future success. Specifically, the Consultant shall look at the provision of skip-stop limited and express services, BRT, expansion of the park-n-ride network as well as the addition of cross-town and circulator routes. In addition, the Consultant shall review the data for each market segment (Commuter Routes, Corridor Routes, Neighborhood Routes, and Paratransit) to look for any significant changes, increases or decreases in ridership.

Using data provided, the Consultant shall review the demographic shifts in Jefferson and Shelby Counties and include some brief analysis of the interrelationship with surrounding counties with the RPCGB. Particular attention shall be paid to the shifting location of employment centers that attract transit-dependant workers. The analysis shall also consider the changing residential demographics of the county and the re-emphasis on migration back to the downtown core.

The market analysis shall review BJCTA revenue and expense trends over the past 10 to 15 years as well as federal, state, and local funding trends related directly and indirectly to the Authority. The purpose of this segment of the market analysis shall be to demonstrate the shifts in both BJCTA financial allocations and funding revenues. This, juxtaposed against the national, regional, and local economic and demographic framework, shall allow the Consultant to provide a projection of the financial state of BJCTA for the future planning horizon.

The results of the market analysis shall be summarized and presented to the BJCTA and the coordination committee for review and comment. Progress briefings and memos are highly encouraged to maintain a strong level of input from BJCTA and interested stakeholders.

## **Review and Use of Existing Plans and Study Documents**

Previous work conducted for the Birmingham Regional Transit Systems Alternatives Analysis resulted in a host of data being accumulated for analysis. The Consultant should discuss the availability of needed data and documents that have relevance to the development of the S RTP and obtain such data and documents as needed.

**Deliverables:** Technical appendix summarizing issues, assumptions, and decisions made as a result of previous and/or ongoing work related to transit service delivery, transit service structure, and transit operations.  
Technical appendix of the background documents reviewed.  
CD containing PDF files of the background documents reviewed.

## **Geographic Information Systems (GIS) Data**

A strong Geographic Information Systems (GIS) component is required for the development of the Transit Development Plan. The BJCTA will facilitate the provision of GIS data for use by the Consultant, and will aid the Consultant in securing data from local planning partners if necessary. BJCTA will provide the Consultant with the most recent GIS files of existing transit routes, and if necessary, aerial digital photographs obtained from the RPCGB.

In addition to the data provided to the Consultant by the BJCTA, the Consultant shall collect data on bus stop/bus shelter locations and the physical environment immediately adjacent to

the bus stop/bus shelter. The RPCGB has already developed a database design and graphical user interface to be used with a handheld global positioning system (GPS) data collection unit and will provide this to the Consultant for use. The Consultant will create a map showing the locations of all bus stops/bus shelters in relationship to transit routes. Further, the Consultant will place the data collected about bus stops/bus shelters onto a CD. Data developed under this study should be projected in NAD83 State Plane Alabama West. Metadata produced for each data item should conform to state and National Data Infrastructure/National Spatial Data Information (NSDI) standards for GIS metadata documentation.

- Deliverables:** Mapping, as outlined for the entire project
- Base Transit System map
  - Transit Stop/Shelter map
  - Transit Route maps
- Comprehensive GIS Project Database  
(3 sets of DVDR containing GIS shape files and project files)
- Database Design Document (3 printed copies and one electronic file)  
Data Dictionary (3 printed copies and 1 electronic file)

## **Task 5 - Developing Goals and Objectives**

The Consultant, with the assistance of the BJCTA, will identify and recommend a set of short-range (1-5 years), goals and objectives for service delivery, service types, and capital improvements. These will include goals for establishing new service types, expanding the transit service area to address existing needs, and addressing the needs of potential new markets. These goals and objectives will help to prioritize and guide subsequent recommendations for transit service improvement alternatives and service expansion strategies. The Consultant shall seek guidance from the project steering committee, the public (both regular transit users and potential transit users), and both BJCTA and RPCGB staff to develop the goals and objectives. Goals and objectives will be presented in an executive summary and in the plan document.

This task is to identify both a long term vision and a short-term strategic process to move toward realization of the vision. This task will include recommended performance measures, standards, and identification of a list of implementable service initiatives where appropriate, separating the recommendations into two categories: 1) those for the existing BJCTA service and service area; and 2) those for a service that **includes** the other operators and an area that includes all of Jefferson and Shelby counties.

The goals and objectives will be broken down into those for the current BJCTA service and its service area and those for expanded service and an expanded service area to encompass all of Jefferson and Shelby Counties and the operations of the other transit providers in the expanded service area.

- Deliverables:** Short-range goals and objectives
- Technical Appendix documenting the process and methodology for developing the goals and objectives

## **Task 6 - Assessment of Existing Transit Services**

Utilizing the information and data collected in Task 4, the Consultant shall prepare a report that provides a comprehensive assessment of the existing transit service, facilities, and other capital equipment. The report will include assessments of the transit service area, operational characteristics (i.e. hours and days of service, headways, scheduling, bus stop placement, and ridership), fare policy structure, transit operations, transit services, capital equipment, and transit facilities. The Consultant should address the effectiveness of existing services in terms of accessibility (physical and demographic/socioeconomic), land development patterns, and travel patterns.

**Deliverables:** Technical Appendix - Existing Transit Facilities and Service Needs Assessment Report

## **Task 7 - Needs Assessment and Identification of Future Services**

The Consultant shall conduct a needs assessment in order to determine the services and capital needs required to address deficiencies in the provision of existing fixed route and demand responsive services. Such deficiencies could include accessibility (physical and demographic/socio-economic), capital facilities, revenue generating rolling stock, and capital equipment (service and support vehicles, ITS equipment and software, communications devices, etc.). A summary of these findings will be presented in an executive summary of the plan document. Detailed information will be included in the Existing Transit Facilities and Service Needs Assessment technical appendix.

The Consultant will identify and recommend future facilities and services. These recommendations will be guided by the community's articulated vision for a comprehensive regional transit system as expressed by public input and staff of the BJCTA. BJCTA staff will take a major role in the design of future transit services and the proposed alternative transit networks. Future services articulated through prior planning efforts include a fixed route rail transit system in downtown Birmingham, express bus service on the region's interstate and arterial roadway system to serve park and ride lots and, enhanced bus service on regional arterial roadways. Future system configuration envisions moving away from the current radial transit system and implementing a nodal grid system, complete with neighborhood, community, and regional transit centers, as well as neighborhood circulator service, activity center circulators, and trunk line service. BJCTA may expand its operation of Paratransit services in order to add capacity to its current service and ensure that the excess demand that is not currently being met by BJCTA can be adequately accommodated. Recommendations for future services shall be crafted so that they implement the vision expressed by each of the prior planning documents, ongoing planning efforts, stakeholder input and area transit providers and their staff. Recommendations for future service shall be presented in the executive summary. Detailed information will be included in the Future Facilities and Service Recommendations and Needs Assessment technical appendix. This task will also include recommended performance measures and standards.

Following the identification of future services and facilities, and the subsequent recommendations for implementation, the Consultant shall conduct a needs assessment in

order to determine accessibility, facility, capital equipment (service and support vehicles, communications devices, etc.) and, revenue generating rolling stock requirements. The Consultant shall identify general locations for neighborhood, community, and regional transit hubs in their recommendations. The Consultant shall also identify general locations and requirements for vehicle garages and/or shops if expansion and/or use of existing facilities are insufficient to address future needs. Conceptual drawings and/or representative photographs of existing of vehicle types (i.e. commuter coaches, BRT vehicles, etc) and transit hubs should be included with the recommendations. The Consultant shall make every attempt to present facilities in the context of the neighborhood/community in which the facilities are being recommended. The needs assessment for future services will be presented in the executive summary. Detailed data will be included in the Future Facilities and Service Recommendations and Needs Assessment technical appendix. Conceptual drawings and illustrations shall be included in the executive summary and/or plan document for illustration purposes. A consultant to the BJCTA is currently preparing an IT plan. The SRTP shall integrate the IT consultant's recommendations.

**Deliverables:** Technical Appendix - Existing Facilities and Service Needs Assessment Report  
Technical Appendix - Future Facilities and Service Needs Recommendations and Needs Assessment Report  
Conceptual drawings and/or representative photographs of facilities and vehicles  
Recommended Future Facilities and Service Maps (system map and route maps)

## **Task 8 - Review of Current and Potential Financial Resources**

BJCTA's funding mechanisms are composed of traditional revenue streams that come from the fare box, as well as local and federal grant dollars. BJCTA currently does not have a dedicated funding source for transit operations or capital projects. The Consultant will provide a summary and review of various potential dedicated transit funding sources and the strengths and weaknesses of each method, as well as an estimate of revenues generated.

In addition to revenue enhancing strategies, the Consultant shall consider new, non-traditional service delivery methods that decrease operating costs and have been successfully implemented at other transit agencies. Any identified opportunity shall be considered within the contextual environment of the BJCTA, including existing labor agreements.

Finally, while one of the primary goals of the SRTP is to identify discrete projects and opportunities within the 2012 to 2017 planning horizon, another primary goal is to look toward longer-term services. Since many significant projects require years of planning prior to implementation, the SRTP shall identify any up-front activities that should be pursued by the Authority to ensure it is in the appropriate position for longer-term goals established through the visioning process.

This task shall be a highly interactive process between the BJCTA and the Consultant. The BJCTA expects and encourages highly creative thinking from the Consultant based on their observations of the BJCTA compared to other agencies in similar situations. The BJCTA shall assist the Consultant in determining the ability for ideas to be implemented within the Authority.

## **Task 9 - Screen, Evaluate, and Prioritize Alternatives**

The Consultant shall develop a screening and evaluation methodology based on projected ridership demand, ridership impact, financial impact, capital needs, the status of planned projects, and the goals and objectives developed in Task 5. These factors shall be used to screen, evaluate, and prioritize the recommended improvements identified in Task 7. In doing so, a package of improvements that is constrained by anticipated funding levels can be assembled to help meet the short-range, intermediate, and long-range goals and objectives. The project steering committee and the public shall be afforded an opportunity to provide comments and input in order to guide the Consultant towards a recommended transit improvement package.

**Deliverables:** Detailed short range transit improvement recommendations package  
General intermediate transit improvement recommendations package  
General long-range transit improvement recommendations package

## **Task 10 - Fare Structure Policy Evaluation**

The Consultant shall evaluate the existing fare structure and policies. However, any recommended adjustments to the fare structure and/or policies must be supported by a fare elasticity analysis. Information developed during this task will be used to help prioritize and program future improvements. A detailed summary of findings will be included in a technical appendix entitled - Fare Elasticity Analysis.

**Deliverables:** Fare Structure Recommendations  
Technical Appendix - Fare Elasticity Analysis

## **Task 11 - Financial Plan**

The Consultant shall develop a five-year financial plan that considers operating and capital costs as well as revenue. Information regarding the BJCTA's past revenues and expenditures, formula grants, and other federal and local sources of funding will be provided to the Consultant by the BJCTA. Consideration should also be given to the BJCTA's future needs for qualified professional staff, customer facilities and amenities, facilities maintenance, administrative support, drivers, the costs associated with vehicle operations, maintenance, and vehicle replacement. The financial plan will provide an estimate of anticipated revenue from the farebox, local contributions, and federal sources and identify potential needed increases and/or expected shortfalls from these funding sources. The financial plan will also explore and recommend options for alternative funding and/or financing strategies for both capital and operating expenditures to include, but not be limited to, joint (public/private) land development projects, and parking revenues .

**Deliverable:** Financial Plan

## **Task 12 – Capital Investment Program**

The Consultant shall develop a 10-year Capital Investment Program to include a 5-year Capital

Improvement Spending Plan. The Capital Investment Program will address the operating and capital needs for vehicles, customer facilities and amenities (to include transit hubs), ITS infrastructure changes or additions to the ITS plan to make it compatible with the SRTP, and capital equipment needs. The Capital Investment Program should be reconciled with the Financial Plan so that expected capital expenditures do not exceed anticipated revenues, and do not preclude expected operation and maintenance needs. The Capital Investment Plan should also consider future funding needed to help offset, leverage, or support the costs associated with transit supportive infrastructure.

The Capital Investment Program will present a Capital Spending Plan that addresses the base system expansion needs, vehicle orders for fixed route, shuttle, and demand responsive revenue vehicles, customer facilities and amenities (bus stops/bus shelters, and transit hubs), park-and-ride facility lease agreements and maintenance, communications systems upgrades, fare collection system upgrades, system security enhancements, and back office systems for a period of five years. The Capital Spending Plan should also set aside money to leverage other potential funding sources to offset and/or encourage transit supportive infrastructure.

**Deliverables:** Capital Investment Program  
Capital Spending Plan

### **Task 13 – Recommend Programs and Planning Activities**

The Consultant will recommend additional programs and/or planning activities to occur during the SRTP's planning horizon. The programs and planning activities will advance and/or support existing BJCTA efforts to provide transit system improvements. Examples of such programs might include transit passes, rideshare coordination and support activities, expanded bikes-on-buses, ongoing data collection and monitoring, or a mode of access study to evaluate future transit hubs.

**Deliverables:** Program recommendations and descriptions  
Planning activity recommendations

### **Task 14 – Recommend SRTP**

Upon completion of the screening, evaluation, and prioritization of the recommended improvements (Task 9) identified in Task 7, the Consultant shall recommend a draft final Short Range Transit Plan. The draft final SRTP executive summary shall include:

- The BJCTA's vision for future facilities and services
- Goals and objectives
- Key local officials and major employer interview summaries
- Existing conditions
- Identified needs for existing services
- The future demand for services, and
- Potential future market opportunities and services.

The body of the SRTP document shall include:

- Future services at the system and route level
- Identification of vehicle and infrastructure needs (facilities and technology)
- The financial plan

- The capital investment program, and
- Changes or additions to the intelligent transportation system program
- The recommended future programs and planning activities,
- Performance monitoring system, and
- The implementation schedule.

The Consultant shall receive input from the project stakeholder group and the public in order to craft a recommended final SRTP. The Consultant will present the recommended final SRTP to the BJCTA Board of Directors, and be prepared to discuss all aspects of the plan with them. If necessary, the Consultant will make changes as directed by the BJCTA Board of Directors. The Consultant shall also prepare a standard presentation package that BJCTA staff can present to elected officials, the public, business groups, transit advocacy groups, and various other interested parties.

**Deliverables:** Short Range Transit Plan (SRTP) Document (100 - printed copies, 2 reproducible hard copies, and 2 CDs containing electronic copies)  
SRTP Presentation

### **Summary of Deliverables**

The deliverables required are listed below.

1. A Consultant Coordination Plan that identifies the steps necessary to complete the tasks, describes the reporting process, and provides a timetable for completion of all deliverables.
2. The written narrative will include and define the following project approach and methodology.
  - a. Definition and composition of demographic analysis including:
    - Type of data
    - Type of analysis
    - Example of statistical analysis and graphs
    - List of data required from BJCTA
    - List of data to be acquired by Consultant and source
  - b. Definition and composition of market assessment that includes:
    - Origin of market data
    - Market data analysis factors
    - Example of market analysis
  - c. Community Involvement Schedule
    - Meeting coordination matrix
  - d. Complete project schedule by task
  - e. Outline of final strategic plan report
    - Section headings
    - Graphic content
    - Mapping
3. Statistical demographic analysis of existing and future conditions report.

4. Market analysis of current market and opportunities for future growth.
5. Identification of a long term vision, goals and objectives
6. Definition of a strategic project prioritization process which will serve as the backbone of the development and prioritization of future service projects based upon market, need, ridership and funding potential
7. List of recommended changes/additions/deletions to BJCTA's performance measures and standards
8. Identification of constraints affecting BJCTA's strategic initiatives including: population, age, job demographics and budget constraints
9. Identification of opportunities to enhance service and identify areas of market ridership growth
10. Identification of new initiatives or fundamental changes that could either reduce costs or offer new services
11. A detailed implementation plan for providing BRT along major ridership corridors. Include a discussion of potential Transit Oriented Development (TOD) opportunities and sites.
12. Identify discrete, implementable projects and opportunities within the 2012 to 2017 planning horizon.
13. Provide a summary and review of various potential dedicated transit funding sources and the strengths and weaknesses of each method as well as an estimate of revenues generated.
14. Executive Summary of report
15. Final SRTP report.

**Copies**

All charts and maps shall be included in the final SRTP report, as well as separately-unbound. One hundred (100) color bound hardcopies shall be provided. Electronic copies of the report shall be provided in an editable format (MS Word) and in PDF format suitable for posting on the BJCTA internet site. All exhibits, drawings, spreadsheets, shape files, or other data files specifically developed for the analysis shall be provided in original document file format.

**Available Data**

Data Type	Provided by BJCTA or Participating Agency
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On-board Origin/Destination Survey completed in 2006	YES
Ridership information obtained from BJCTA Farebox (GFI Genfare) Data	YES
Annual ridership information collected for National Transit Database	YES
GIS Shapefiles of BJCTA Routes, Stops, Benches, and Shelters	YES
Existing streets (GIS centerline files)	YES
Traffic counts	YES (partial)
Current and projected population figures	YES
Socio-economic data	YES
Trip purpose analysis (HBW, HBO, and NHB)	YES
Peak hour travel times	YES
Land use	YES
Aerial photography	YES
Focus group meeting transcripts on transit (2001)	YES
Previous and/or On-going Transportation Studies	YES
Other Applicable Area Studies	YES

## Cost Proposal

The cost proposal to complete the project must be submitted in a format that will identify the costs required to:

- A. Complete Scope of Work for the BJCTA System and Service Area.
- B. Complete Scope of Work for other identified regional providers.
- C. Complete Scope of Work for the BJCTA and other identified regional providers combined.

## SECTION II – GENERAL INFORMATION FOR PROPOSERS

2.1 The general information contained in this Section II is intended to provide prospective contractors with information to enable them to prepare and submit proposals for consideration by the Birmingham-Jefferson County Transit Authority (BJCTA), for the purpose of providing the Scope of Services set forth in Section I for the BJCTA.

### 2.2 Definition of Terms

The terms "Contractor" and "Proposer," used in this RFP means the business organization or its duly authorized representatives submitting a proposal to provide the services covered by the Scope Services set forth in Section I and the Specifications set forth \_\_\_\_\_.

The term "Purchaser" or "BJCTA" or "Recipient" used in this RFP means the Birmingham-Jefferson County Transit Authority or its duly authorized representative involved in the purchase, inspection, testing, accepting or rejecting of the service called for in the Scope of Services set forth in Section I.

### 2.3 Type of Contract

Services covered under this contract are to begin upon notice of award of Contract. It will be a fixed price contract, not to exceed the submitted proposal amount.

### 2.4 Proposal Form

## INFORMATION REQUIRED FROM THE CONTRACTOR

Contractor proposals must be submitted in the format outlined below:

1. **Business Organization.** State the full name and address of your organization and if applicable, the branch of office or the subordinate element that will perform or assist in performing the work. Indicate whether you are licensed to operate in the State of Alabama, and if so, provide proof of certification.
2. **Purpose of Proposal.** State in precise terms your understanding of the scope of services presented by the RFP.
3. **Management Summary.** Include a narrative description of the proposed effort and the product that will be delivered.
4. **Cost and Price Analysis.** The information requested in this section is required to support the reasonableness of your proposal and is for internal BJCTA use only. The data will be held in confidence and will not be revealed to or discussed with competitors.
5. **Additional Information and Comments.** Include any other information that is believed to be pertinent but not specifically asked for elsewhere.

Proposals must be submitted on the forms provided. Proposals submitted on any other form may be considered non-responsive and may be rejected. All proposals must state the full and correct name, address, phone number and capacity of the Proposer. If the Proposer is a partnership or joint venture, the full names and addresses of all partners or joint ventures, and the address of the partnership or joint venture shall be given, and the authority of the partner, joint venture, or other person signing on its behalf shall appear. If the Proposer is a corporation, an authorized officer shall sign the proposal in the corporation's name or agent of said corporation. The person signing the proposal must initial any erasures, corrections, or other changes appearing on the proposal form.

BJCTA may request that the Proposer(s) with the lowest bids complete a Statement of Qualifications and Business References for the purpose of demonstrating the Proposal's responsibility to satisfactorily perform the contract. BJCTA reserves the right to reject any and all proposals received as a result of this Request for Proposal (RFP) or to negotiate separately with any source whatsoever in any manner necessary to serve the best interests of BJCTA.

## 2.5 **Certification**

Each Proposer will be required to certify, by signing the proposal form, that he is not included on the U.S. Comptroller General's Consolidated List of Persons or Firms Currently Debarred for Violations of Various Contracts Incorporating Labor Standards Provisions.

## 2.6 **Conditional Proposals**

Conditional proposals and any proposal taking exception to these instructions or conditions or to the General Conditions or Scope of Services, or to other contract requirements, will be considered non-responsive and may be subject to rejection.

## 2.7 **Addendum**

Any change in these instructions, the General Conditions or Scope of Services, or other requirements will be accomplished by an addendum in writing, sent to all prospective Proposers. All such addenda shall become a part of the contract. Each prospective Proposer is required to acknowledge receipt of all addenda in writing. Failure to acknowledge receipt of all addenda may cause the proposal to be considered non-responsive, and therefore, rejected.

## 2.8 **Equipment**

The Proposed contractor shall at its own expense furnish all labor, supplies, equipment and machinery necessary to service this contract.

## 2.9 **Work Duties**

The Contractor agrees to perform all work as outlined by BJCTA in accordance with Section I, Scope of Services set forth above.

## 2.10 **Force Majeure**

Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God (including, fire, flood, earthquake, hurricane, or other natural disaster), Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Further, no party will have a right to terminate under Clause 21 (Termination) in any such circumstance described above.

## 2.11 **Loss/Damages**

The Contractor shall be responsible for any loss or damage to property including money, documents, securities, fixtures and equipment belonging to BJCTA or any other person or organization to such extent as BJCTA is legally liable for loss or damage, if any such loss or damage was caused by an employee or agent of the Contractor.

## 2.12 **Eligibility**

In order to be eligible for award of contract, the Proposer must be responsive in complying with all material aspects of this solicitation. In addition, the Proposer must be responsible, and at a minimum must:

1. Have adequate financial resources or ability to obtain resources as required for performance of the contract.
2. Have a satisfactory record of past performance.
3. Have necessary management and technical capability to perform.
4. By signing and submitting a proposal, the Proposer certifies that it is not on the United States General Services Administration's "List of Parties Excluded from Federal Procurement Programs."
5. Be qualified as an established firm regularly engaged in the type of business necessary to fulfill the contract requirements.
6. Be otherwise qualified and eligible to receive an award under applicable federal, state and local laws and regulations.
7. [Move Section 2.5 here?]

## 2.13 **Inspection**

All work equipment and supplies furnished in performance of the Scope of Services, Section I shall be subject to inspection at any and all times by the Executive Director or his duly authorized representatives.

## 2.14 **Work Hours**

The schedule of work hours for accomplishment of this contract shall conform to the requirements of BJCTA. The Contractor shall observe all BJCTA's legal. The Contractor will arrange schedule with designated BJCTA officials to ensure proper level of security.

2.15 **Notice**

In any clause or provision of the contract, or any circumstance arising under the contract, that calls for notice to a party to the contract, such notice shall be in writing, addressed as follows:

*Birmingham-Jefferson County Transit Authority  
1735 Morris Avenue  
Post Office Box 10212  
Birmingham, Alabama 35202-0212*

2.16 **Personnel**

The Contractor represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with BJCTA. All the services required hereunder will be performed by the Contractor or under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized, if applicable, under state and local law to perform such services. None of the work or services covered by this contract shall be sub-contracted without prior written approval of BJCTA.

2.17 **References**

The Contractor shall submit with his proposal three (3) references from customers previously serviced. The customer's name, contact person's name and telephone number must be submitted with the proposal.

2.18 **Proposals Received**

Proposals that are sent through the U.S. Postal Service should be addressed and labeled as follows:

**Birmingham-Jefferson County Transit Authority  
RFP 11-09 Short Range Transit Plan  
1735 Morris Avenue  
Birmingham, Alabama 35203**

It is suggested that a shipping method with a proof of delivery, verifying both the date and time of delivery, is utilized.

Proposals that are sent by courier or delivered by hand should be addressed and labeled as follows:

**Birmingham-Jefferson County Transit Authority  
RFP 11-09 Short Range Transit Plan  
1735 Morris Avenue (2<sup>nd</sup> Floor)  
Birmingham, Alabama 35203**

One (1) original and eight (8) copies of sealed proposals should be received by the BJCTA at the applicable address noted above in accordance with these instructions and specifications, until **5:00 P.M. (CST), August 19, 2011**, at which time all proposals must be received. All requested information shall be submitted in the required format by the stated deadline. Any proposal received after the deadline will not be considered.

To be considered, proposals must arrive at BJCTA on or before the date and time specified above or any addendums. Contractors mailing proposals should allow normal mail delivery time to ensure timely receipt of their proposal. Proposals received prior to the advertised hour of opening will be kept securely sealed. Any proposal received after the date and time specified above will not be considered and will be returned to the proposer unopened. All proposals must be sealed and clearly marked "**RFP 11-09 Short Range Transit Plan**".

#### 2.19 **Withdrawal of Contract Proposals**

- a) Proposals may be withdrawn on written request received by BJCTA prior to the time fixed for the proposal opening. The proposal security of any Proposer withdrawing his/her proposal, in accordance with the foregoing condition, will be returned promptly.
- b) No proposal may be withdrawn for a period of one-hundred twenty (120) days after the time set herein for the public opening and reading of proposals.

#### 2.20 **Postponement**

BJCTA reserves the right to postpone proposal opening for its own convenience and to reject any or all proposals.

#### 2.21 **Approved Equals**

Request for approved equals or clarification of specifications must be received by BJCTA in writing by not later than 5:00 p.m. CST, August 12, 2011 Responses will be made available by not later than 5:00 P.M. CST, August 19, 2011.

#### 2.22 **Award of Contract**

- a) The contract will be awarded based upon an evaluation of the proposals received. The evaluation criteria are outlined in Section 2.30 of this RFP.
- b) BJCTA reserves the right to reject any or all proposals submitted and to waive any formalities when necessary for the protection of the interest of BJCTA. Any such waivers by BJCTA must be in writing and may not otherwise be implied by any action or inaction by BJCTA.
- c) BJCTA reserves the right to issue separate contracts if deemed in the best interest of BJCTA.
- d) BJCTA reserves the right to negotiate with one or all Proposers.
- e) BJCTA reserves the right to cancel solicitation or issue subsequent requests for proposal.

This request for proposal does not commit the BJCTA to award a contract or pay any costs incurred in preparation of a proposal.

### 2.23 **One Proposal Situation**

In the event a single proposal is received, BJCTA may conduct a price analysis of the proposal or a cost analysis, or both. A price analysis is the process of examining the proposal and evaluating a prospective price without evaluating the separate cost elements. It should be recognized that a price analysis through comparison to their similar procurements must be based on an established or competitive price of these elements used in comparison. The comparison must be made to a purchase of similar quantity and involving similar specifications. Where a difference exists, a detailed analysis must be made of this difference and costs attached thereto. Where it is impossible to obtain a valid price analysis, it may be necessary for BJCTA to conduct a cost analysis of the proposal price. If only one proposal is received, the sole Proposer must, if a price or cost analysis is conducted, cooperate with BJCTA as necessary in order for its proposal to be considered.

### 2.24 **Knowledge of Conditions**

Proposers may make appointments to discuss these specifications. This, however, does not relieve them from the written documented request as required. The Proposer is also required to examine carefully the specifications and to inform himself thoroughly regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No allowances will be made because of a lack of knowledge of these conditions.

### 2.25 **Tax Exempt**

BJCTA is exempt from payment of Federal, State and local taxes, and such taxes must not be included in the proposal price. BJCTA will furnish the successful Proposer the necessary tax-exempt certificates.

### 2.26 **Maintenance of Records**

Records must be maintained by the Contractor to show actual time involved in accomplishment of the project and costs incurred. The Contractor shall maintain all documents, financial records and supportive documents for a period of at least five (5) years after the contract completion date.

### 2.27 **Assignments**

The Contractor shall not assign this contract, wholly or in part, without the written consent of BJCTA. Any such assignment shall be recognized by BJCTA only after proper written notice have been received, only to the extent permitted by law, and in any event subject to any set-offs that BJCTA shall or may have against the supplier or any intermediate assignor. No assignment shall relieve the contractor of any obligation under this contract.

## 2.28 **Contract Changes**

No order for alteration, modification, or extra work which shall increase or decrease the cost of the work. The original proposal cost of work shall be valid unless the resulting increase or decrease in price shall have been agreed upon in writing and approved by BJCTA. No oral statement of any person whosoever shall, in any manner or degree, modify or otherwise affect the terms of this contract or the requirements of the Scope of Services, Section I.

## 2.29 **Prime Contractor Responsibilities**

The selected Contractor will be required to assume responsibility for all services offered in his proposal regardless of who provides them. Further, BJCTA will consider the selected contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the Contractor.

## 2.30 **News Release**

News releases pertaining to this RFP will not be made without prior BJCTA written approval.

## 2.31 **Evaluation of Proposals**

The BJCTA will initially review the proposals for responsiveness and responsibility related criteria as set forth in Section I. Those firms that meet the responsiveness and experience requirement will then be scored technically according to the following criteria:

1. Experience & Qualifications
2. Technical Capabilities/Responsiveness
3. Cost Proposal Amount comprised of direct labor and direct expenses.
4. Past Performance/References

The BJCTA will enter into contract or negotiations with the highest ranked Proposer. Should the terms offered not be desirable to the BJCTA, negotiations with the next highest ranked Proposer will follow until mutual agreement has been reached.

## 2.32 **Competition**

The technical portion of this specification is based upon accurate descriptions of the work to be performed and is not intended to contain features that unduly restrict competition.

## 2.33 **Omissions in Specifications**

No advantage shall be taken by the Proposer in the omission of any part or detail which goes to make the execution complete even though such part or detail is not named in the Scope of Services, Section I.

2.34 **Indemnification**

The Contractor hereby expressly agrees and covenants that it will defend, hold and save harmless and indemnify the officers, servants, agents, and employees of BJCTA and members of the Board of Directors of BJCTA from liability of any nature or kind in connection with the work to be performed hereunder, arising out of any act or omission of the contractor, or of any employee or agent of the contractor, including any person, firm associated with the contractor including any person, firm or corporation having the status of any independent contractor, or engaged by the contractor to perform any work required by or in connection with the work required by this agreement.

2.35 **Insurance**

Simultaneously with the execution of a contract for this transaction, the Contractor shall furnish BJCTA with certificates of insurance and any other documents which BJCTA may require, such as copies of policies or endorsements as evidence of compliance with the following insurance requirements:

A. Workers' Compensation

The Contractor shall provide insurance to protect his agents, servants and employees who are now or subsequently become, subject to the Workers' Compensation law, statutory limits of the State of Alabama:

Admitted in Alabama	YES
Employers' Liability	\$500,000
All States Endorsement	Statutory
Voluntary Compensation	Statutory

B. Public Liability and Property Damage

1. The Contractor shall have his/her Public Liability and Property Damage policy endorsed to include the Birmingham-Jefferson County Transit Authority as additionally insured thereunder.
2. The limits of liability of the Public Liability and Property Damage policy shall not be less than the following amounts:
  - (a) \$100,000 for bodily injuries to or death of one person in any one occurrence.
  - (b) \$500,000 for bodily injuries to or death of two or more persons in any one occurrence.
  - (c) \$100,000 for damage to or destruction of property in any one occurrence.

3. The Contractor shall have attached to said liability policy a Contractual Liability Endorsement containing a specific reference to and designation of this contract.
  4. All insurance is to remain in full force and effect until all work under the contract has been satisfactorily completed and accepted by the BJCTA.
- C. Errors and Omissions Insurance
- D. Certificate of Insurance - Certificate of Insurance must be furnished by the Contractor for all required insurance and must be approved by BJCTA in writing before notice to proceed will be given.

#### 2.36 **Assignment of Contract**

This contract may not be assigned in whole or in part without the written consent of BJCTA.

#### 2.37 **Pre-Award Inspections**

- A. Pre-award Inspections - The Purchaser reserves the right to perform a pre-award inspection of any Proposer. The purpose of the evaluation will be to assure that the following items, if applicable to the stated services, exist:
1. Service personnel to satisfy any service problems that may arise during the warranty period.
  2. The necessary facilities and financial resources, or the capability to obtain such facilities and resources, to complete the contract in a satisfactory manner within the required time.
  3. Adequate quality control to assure that workmanship will comply with Scope of Services

#### 2.38 **Terms of Payment**

The Purchaser may make progress payments within thirty (30) days of acceptance of an approved invoice. BJCTA is not liable for any costs incurred by the contractor prior to issuance of a contract.

#### 2.39 **Warranties**

The Contractor shall assume responsibility for the services whether the same are made by the Contractor or purchased from an outside source.

#### 2.40 **Proposal Familiarity**

Each Proposer shall thoroughly examine and be familiar with all the contract documents, including, but not limited to, the legal and procedural documents, proposal

conditions, scope of work and addenda, if any, as well as any related requirements of these proposal conditions and scope of services. The submission of a proposal shall constitute an acknowledgement that the Proposer has thoroughly examined and is familiar with the contract documents and scope of services in every detail.

#### 2.45 **Protests**

The purpose of this protest provision is to establish procedures for processing pre proposal evaluation complaints of an interested party on the award of a contract or specification and requirements.

##### **Filing Instructions**

A protest must be submitted in writing and include the following information:

1. The name and address of the protester.
2. The name and telephone number of the protester contact.
3. A complete statement of the grounds of the protest with full documentation of the protester's claims.

This information must be submitted to the BJCTA's Executive Director who will act as the contact point for all protests.

##### **Review of Protests**

BJCTA shall establish a committee to review and evaluate a protest. This committee shall be appointed by the Executive Director and shall include, but not be limited to the following:

1. Chief Financial Officer
2. Director of Administration & Risk
3. Procurement Officer

The Executive Director may, at his discretion, appoint other staff as members to this committee based on their technical expertise or special knowledge of the procurement.

Upon receipt of a protest, the Executive Director shall notify the protest committee and establish a time for a committee meeting that will be held no later than two (2) working days after receipt of the protest. This committee shall evaluate the material provided by the protester and shall prepare a written recommendation for the Executive Director concerning the validity of the protest and if appropriate, any corrective action to be taken.

If the initial procurement has been acted upon by the BJCTA Board of Directors, and corrective action is necessary, the recommendation of the staff shall be reported to the Board and the Board will issue a decision. In all other cases the Executive Director will make the final decision.

##### **Time for Filing**

- (a) Any potential Proposer believing that the proposal documents or drawings contain restrictive specifications or any other improprieties regarding the solicitation for proposals may file a protest with BJCTA which shall be received by BJCTA not later than seven (7) working days prior to the proposal opening and shall contain all reasons for the protest. The BJCTA will respond to the protest within five (5) working days of receipt of the protest, and the protester will have five (5) working days to appeal BJCTA's initial response to the Authority. Once an appeal has been received, the Authority will render its final decision in writing within ten (10) working days.
- (b) Protests received before contract award will be responded to by the BJCTA within five (5) working days upon receipt of the protest by the Chairman of the Board. The protester will have five (5) working days to appeal the Authority's initial response to the BJCTA. Once an appeal has been received, the Authority will render its final decision in writing within ten (10) working days.
- (c) Protests filed after contract award must be received by the BJCTA within five (5) working days after notification of award. The BJCTA will respond within five (5) working days following the next scheduled BJCTA Board meeting provided the protest is received at least ten (10) working days before the next Board meeting. If the protest is received less than ten (10) working days before a board meeting, the response to the protest shall be received by the protestor within five (5) working days after the next scheduled Board meeting. The protestor will have five (5) working days to appeal the BJCTA's initial response to the BJCTA. Once an appeal has been received, the BJCTA will render its final decision in writing within ten (10) working days.

In all cases, if deadlines are not met, BJCTA will proceed with awards.

- (d) Protestors dissatisfied with the Authority's final decision may utilize the appeal procedure set forth in Federal Transit Administration (FTA) Circular 4220.1F.

## SECTION III – GENERAL CONDITIONS

Pursuant to Federal, State, and local law, the Contractor agrees to comply with all applicable provisions of Federal, State, and local laws, regulations, and FTA directives. The terms of the most recent amendment to any Federal, State, or local laws, regulations, FTA directives, and amendments to the grant cooperative agreement that may be subsequently adopted, are applicable to the Project to the maximum extent feasible, unless FTA provides otherwise in writing.

### 3.1 State and Local Law

- a. **Documentation of Project Costs.** All costs charged to the project, including any approved services contributed by BJCTA or others shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges.
- b. **Audit and Inspection.** The Contractor shall permit the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives to inspect all work, materials, payrolls, and other data and records with regard to the project, and to audit the books, records, and accounts pertaining to such contracts with regard to the project.
- c. **State and Local Government Employees.** The provisions of the Fair Labor Standards Act, as amended by Pub. L. 99-150, November 13, 1985, or as may be amended further, are applicable to State and local government employees that participate in the FTA assisted project with the Recipient.
- d. **Environmental Policy.** The National Environmental Policy Act of 1969, as amended, 42 U.S.C. 4321 et seq.; Section 14 of the Federal Transit Administration Act of 1964, as amended, 49 U.S.C. 1601 et seq.; the Council on Environmental Quality regulations set forth at 40 C.F.R. Part 1500; and the FHWA/FTA regulation, "Environmental Impact and Related Procedures," set forth at 23 C.F.R. Part 771 are applicable to FTA assisted projects of BJCTA.
- e. **Compliance with Environmental Standards.** Contractors must comply with all applicable standards, orders, or requirements issued pursuant to Federal statute or regulation. The recipient and any third party contractor thereof shall be responsible for reporting any violations to FTA and to the EPA Assistant Administrator for Enforcement.
- f. **Air Pollution.** The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C 7401 et seq. The Contractor agrees to report each violation to the BJCTA and understands and agrees that the BJCTA will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA regional office.

3.2 **Federal Laws/Federally Required and Other Model Contract Clauses**

*This is a complete listing of Standard Federal Transit Administration clauses, each clause is not applicable to all solicitations, clauses marked "N/A" do not apply to this solicitation.*

<b><u>Clause</u></b>	<b><u>Page</u></b>
1. Fly America Requirements.....	N/A
2. Buy America Requirements.....	N/A
3. Charter Bus and School Bus Requirements.....	N/A
4. Cargo Preference Requirements.....	N/A
5. Seismic Safety Requirements.....	N/A
6. Energy Conservation Requirements.....	35
7. Clean Water Requirements.....	35
8. Bus Testing.....	N/A
9. Pre-Award and Post Delivery Audit Requirements.....	N/A
10. Lobbying..... (Signature Required Page 37) .....	36
11. Access to Records and Reports.....	38
12. Federal Changes.....	39
13. Bonding Requirements.....	N/A
14. Clean Air.....	40
15. Recycled Products.....	40
16. Davis-Bacon and Copeland Anti-Kickback Acts.....	N/A
17. Contract Work Hours and Safety Standards Act .....	N/A
18. [Reserved].....	N/A
19. No Government Obligation to Third Parties.....	40
20. Program Fraud and False or Fraudulent Statements and Related Acts.....	41
21. Termination.....	41
22. Government-wide Debarment and Suspension (No procurement).....	43
23. Privacy Act.....	44
24. Civil Rights Requirements.....	44
25. Breaches and Dispute Resolution.....	45
26. Patent and Rights in Data.....	N/A
27. Transit Employee Protective Agreements.....	N/A
28. Disadvantaged Business Enterprises (DBE).....	46
29. [Reserved].....	N/A
30. Incorporation of Federal Transit Administration (FTA) Terms.....	47
31. Drug and Alcohol Testing.....	N/A

1. **FLY AMERICA REQUIREMENTS**  
49 U.S.C. § 40118; 41 CFR Part 301-10
2. **BUY AMERICA REQUIREMENTS**  
49 U.S.C. 5323(j); 49 CFR Parts 661
3. **CHARTER BUS REQUIREMENTS**  
49 U.S.C. 5323(d); 49 CFR Parts 604
3. **SCHOOL BUS REQUIREMENTS**  
49 U.S.C. 5323(F); 49 CFR Part 605
4. **CARGO PREFERENCE REQUIREMENTS**  
46 U.S.C. 1241; 46 CFR Part 381
5. **SEISMIC SAFETY REQUIREMENTS**  
42 U.S.C. 7701 et seq. 49; CFR Part 41
6. **ENERGY CONSERVATION REQUIREMENTS**  
42 U.S.C. 6321 et seq.; 49 CFR Part 18

**Energy Conservation** - The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

7. **CLEAN WATER REQUIREMENTS**  
33 U.S.C. 1251

**Clean Water** - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

8. **BUS TESTING**  
49 U.S.C. 5323(c); 49 CFR Part 665
9. **PRE-AWARD AND POST DELIVERY AUDITS REQUIREMENTS**  
49 U.S.C. 5323; 49 CFR Part 663

## 10. LOBBYING

31 U.S.C. 1352; 49 CFR Part 19; 49 CFR Part 20

- Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)

- Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A.

Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.

- Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

### **Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] -**

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

**(Signature Required)**

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

*(To be submitted with each bid or offer exceeding \$100,000)*

The undersigned \_\_\_\_\_ certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_ Signature of Contractor's Authorized Official

\_\_\_\_\_ Name and Title of Contractor's Authorized Official

\_\_\_\_\_ Date

## **11. ACCESS TO RECORDS AND REPORTS**

49 U.S.C. 5325; 18 CFR 18.36 (i); 49 CFR 633.17

**Access to Records** - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where any Purchaser which is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than five years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

7. FTA does not require the inclusion of these requirements in subcontracts.

**Requirements for Access to Records and Reports by Types of Contract**

<b>Contract Characteristics</b>	<b>Operational Service Contract</b>	<b>Turnkey</b>	<b>Construction</b>	<b>Architectural Engineering</b>	<b>Acquisition of Rolling Stock</b>	<b>Professional Services</b>
<u>I State Grantees</u>						
a. Contracts below SAT (\$100,000)	None	Those imposed on state pass thru to Contractor	None	None	None	None
b. Contracts above \$100,000/Capital Projects	None unless <sup>1</sup> non-competitive award		Yes, if non-competitive award or if funded thru <sup>2</sup> 5307/5309/5311	None unless non-competitive award	None unless non-competitive award	None unless non-competitive award
<u>II Non State Grantees</u>						
a. Contracts below SAT (\$100,000)	Yes <sup>3</sup>	Those imposed on non-state Grantee pass thru to Contractor	Yes	Yes	Yes	Yes
b. Contracts above \$100,000/Capital Projects	Yes <sup>3</sup>		Yes	Yes	Yes	Yes

Sources of Authority:

<sup>1</sup> 49 USC 5325 (a); <sup>2</sup> 49 CFR 633.17; <sup>3</sup> 18 CFR 18.36 (i)

**12. FEDERAL CHANGES**

49 CFR Part 18

**Federal Changes** - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

### **13. BONDING REQUIREMENTS**

#### **14. CLEAN AIR**

42 U.S.C. 7401 et seq; 40 CFR 15.61; 49 CFR Part 18

**Clean Air** - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the

Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

#### **15. RECYCLED PRODUCTS**

42 U.S.C. 6962; 40 CFR Part 247; Executive Order 12873

**Recovered Materials** - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

### **16. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS**

### **17. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

### **18. [ RESERVED ]**

### **19. NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

#### **No Obligation by the Federal Government.**

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

## **20. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

31 U.S.C. 3801 et seq.; 49 CFR Part 31 18 U.S.C. 1001; 49 U.S.C. 5307

### **Program Fraud and False or Fraudulent Statements or Related Acts.**

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

## **21. TERMINATION**

49 U.S.C. Part 18; FTA Circular 4220.1F

**a. Termination for Convenience (General Provision)** The BJCTA may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the BJCTA to be paid the Contractor. If the Contractor has any property in its possession belonging to the BJCTA, the Contractor will account for the same, and dispose of it in the manner the BJCTA directs.

**b. Termination for Default [Breach or Cause] (General Provision)** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the BJCTA may terminate this contract for default. Termination shall be effected by serving

a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the BJCTA that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the BJCTA, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

**c. Opportunity to Cure (General Provision)** The BJCTA in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to the BJCTA satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from the BJCTA setting forth the nature of said breach or default, the BJCTA shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the BJCTA from also pursuing all available remedies against Contractor and its sureties for said breach or default.

**d. Waiver of Remedies for any Breach** In the event that the BJCTA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the BJCTA shall not limit the Birmingham-BJCTA remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

**e. Termination for Convenience (Professional or Transit Service Contracts)** The BJCTA, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the BJCTA shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

**f. Termination for Default (Supplies and Service)** If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the BJCTA may terminate this contract for default. The BJCTA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

**g. Termination for Convenience of Default (Cost-Type Contracts)** The BJCTA may terminate this contract, or any portion of it, by serving a notice or termination on the Contractor. The notice shall state whether the termination is for convenience of the BJCTA or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the BJCTA, or property supplied to the Contractor by the BJCTA. If the termination is for default, the BJCTA may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the BJCTA and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the BJCTA, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the BJCTA determines at its sole discretion that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the Contractor, the BJCTA after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

## **22. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)**

### **Suspension and Debarment**

This contract is a covered transaction for purposes of 2 CFR Part 180 and Part 1200. As such, the Contractor is required to verify the Contractor, its principals and affiliates, are not excluded or disqualified as defined by 2 CFR Part 180 and 2 CFR Part 1200.

The Contractor is required to comply with 2 CFR Part 180 and Part 1200, Subparts C and must include the requirement to comply with 2 CFR Part 180 and Part 1200, Subparts C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Birmingham-Jefferson County Transit Authority. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Birmingham-Jefferson County Transit Authority, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 CFR Part 180 and 1200, Subparts C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## 23. PRIVACY ACT

5 U.S.C. 552

**Contracts Involving Federal Privacy Act Requirements** - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974,

5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

## 24. CIVIL RIGHTS REQUIREMENTS

29 U.S.C. § 623, 42 U.S.C. § 2000; 42 U.S.C. § 6102, 42 U.S.C. § 12112; 42 U.S.C. § 12132, 49 U.S.C. § 5332; 29 CFR Part 1630, 41 CFR Parts 60 et seq.

**Civil Rights** - The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e

note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

## **25. BREACHES AND DISPUTE RESOLUTION**

49 CFR Part 18; FTA Circular 4220.1F

**Disputes** - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the Birmingham-Jefferson County Transit Authority's Executive Director. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Executive Director. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Executive Director shall be binding upon the Contractor and the Contractor shall abide by the decision.

**Performance During Dispute** - Unless otherwise directed by the Birmingham-Jefferson County Transit Authority, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

**Claims for Damages** - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

**Remedies** - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Birmingham-Jefferson County Transit Authority and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Birmingham-Jefferson County Transit Authority is located.

**Rights and Remedies** - The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Birmingham-Jefferson County Transit Authority, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

**Applicable Law and Venue** - The work done by the Contractor in response to these specifications shall be in complete compliance with all applicable Federal, State, and local laws and their respective rules and regulations and such compliance shall be at the Contractor's expense.

Venue for any legal action arising out of this contract and between the parties hereto shall be exclusively in Jefferson County, Alabama. The law governing any dispute between the parties to this contract shall be the law of the State of Alabama except insofar as the dispute or a part thereof, is subject to Federal law by preemption.

In the event that the Contractor is domiciled in a country other than the United States or is a controlled subsidiary of a company which is domiciled in a country other than the United States and in the future event that any litigation should arise between the parties respecting any matter of fact or law that is international in nature, the venue of litigation with regard thereto shall be in the courts of the State of Alabama or the United States of America, located in the State of Alabama, County of Jefferson.

**26. PATENT AND RIGHTS IN DATA**

37 CFR Part 401; 49 CFR Parts 18 and 19

**27. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS**

49 U.S.C. § 5310, § 5311, and § 5333; 29 CFR Part 215

**28. DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

49 CFR Part 26

**Disadvantaged Business Enterprises**

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE

participation is 18.5 %. A separate contract goal **[has not]** been established for this procurement.

b. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Birmingham-Jefferson County Transit Authority deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The Contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the Birmingham-Jefferson County Transit Authority. In addition, **[the Contractor may not hold retainage from its subcontractors.]**

e. The Contractor must promptly notify BJCTA, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the BJCTA.

## 29. **[RESERVED]**

## 30. **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

FTA Circular 4220.1F

**Incorporation of Federal Transit Administration (FTA) Terms** - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Birmingham-Jefferson County Transit Authority requests which would cause Birmingham-Jefferson County Transit Authority to be in violation of the FTA terms and conditions.

## 31. **DRUG AND ALCOHOL TESTING**

49 U.S.C. §5331; 49 CFR Parts 653 and 654

## **SECTION IV– REQUIRED FORMS**

**ATTACHMENT A  
PRICE PROPOSAL FORM**

**RFP #11-09 Short Range Transit Plan (SRTP)**

TO: Birmingham-Jefferson County Transit Authority

The company listed on the attached cover sheet hereby submits its offer as indicated below in accordance with the terms of the Notice to Proposer, The Scope and General Conditions, Technical Specifications and Warranty Specifications, the FTA or Federally Required or Recommended Provisions, and all provisions contained in the Request For Proposal (RFP), all of which have been furnished to the Proposer. If this proposal is accepted, this document and the referenced proposal documents shall constitute the entire agreement between the parties, and no changes will be recognized unless the parties agree in writing.

Each offer shall be made in accordance with the specifications or approved equals as described in the contract documents identified herein. I have carefully examined the RFP and have informed myself thoroughly regarding any and all conditions and requirements of the solicitation. Any additional information that is requested in the RFP is attached hereto.

**Proposal Cost** \$ \_\_\_\_\_

**Costs/Fees:**

<u>Description</u>	<u>Cost/Fees</u>
1. Complete Scope of Work for the BJCTA System and Service Area.	\$ _____
2. Complete Scope of Work for other identified regional providers.	\$ _____
3. Complete Scope of Work for the BJCTA and other identified regional providers combined.	\$ _____

\_\_\_\_\_  
Company

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Typed/Printed Name

\_\_\_\_\_  
City/State/Zip Code

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Date

*All applicable costs should be built into Proposal. BJCTA assumes no responsibility for costs incurred in proposal preparation. The BJCTA has the right to reject any and all proposals as deemed in the best interest of the BJCTA.*



**ATTACHMENT C**  
**ACKNOWLEDGMENT OF ADDENDA**

The following form shall be completed and included in the Proposal.

Failure to acknowledge receipt of all addenda may cause the Proposal to be considered non responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the Offer.

---

**ACKNOWLEDGMENT OF ADDENDA**

The undersigned acknowledges receipt of the following addenda to the documents:

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

Offeror:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Signature of Authorized Signer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone

**ATTACHMENT D**  
**AFFIDAVIT OF NON-COLLUSION**

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

1. That I am the bidder (if the bidder is an individual), a partner of the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation, having authority to assign on its behalf (if the bidder is a corporation); and
2. That the attached bid or bids have been arrived at by the bidder 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; and
3. That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder 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
4. That no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by \_\_\_\_\_; and
5. That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

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.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed or Typed Name of Affiant

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Firm's Employee Identification Number

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission expires \_\_\_\_\_, 20 \_\_\_\_\_.

# ATTACHMENT E

## DBE Letter of Intent

To: \_\_\_\_\_  
(Name of Prime Proposer)

The undersigned intends to perform work in connection with the above project as a DBE in the following capacity (check one):

- |                                      |  |
|--------------------------------------|--|
| <input type="checkbox"/> Individual  | <input type="checkbox"/> Corporation   |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Joint Venture |

The Disadvantaged Business status of the undersigned is confirmed:

- (a) On the reference list of Disadvantaged Business Enterprises dated \_\_\_\_\_, or
- (b) On the attached Disadvantaged Business Enterprise Identification Statement.

The undersigned is prepared to perform the following work in connection with the above project (*specify in detail the particular work items or parts thereof to be performed*):

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At the following price: \$ \_\_\_\_\_

You have projected the following commencement date for such work, and the undersigned is projecting completion of such work as follows:

Items	Projected Date of Commencement	Projected Date of Completion

The above work will not be sublet to a non-Disadvantaged Business Enterprise at any tier. The undersigned will enter into a formal agreement for the above work with you, conditioned upon your execution of an agreement with BJCTA.

Date \_\_\_\_\_  
Name of Disadvantaged Business Enterprise

By \_\_\_\_\_

**ATTACHMENT F**  
**DBE AFFIDAVIT**

STATE OF \_\_\_\_\_ (DATE \_\_\_\_\_)

COUNTY OF \_\_\_\_\_

The undersigned being duly sworn, deposes and says that he/she is the \_\_\_\_\_  
(Sole owner, partner, president, treasurer or  
\_\_\_\_\_ of \_\_\_\_\_ and certifies that since the date  
other duly authorized official of a corporation) (Name of DBE)  
of its certification by ALDOT, BAA, \*UCP or \*DOT, the certification has not been revoked nor has it  
expired nor has there been any change in the minority status of \_\_\_\_\_.  
(Name of DBE)

\_\_\_\_\_  
(Signature and Title of Person Making Affidavit)

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Notary Public)

**NOTE:** The Offeror must attach the DBE's most recent certification letter or document to this affidavit.

\*Please list other entity \_\_\_\_\_

**ATTACHMENT G**  
**DBE UNAVAILABLE CERTIFICATION**

I, \_\_\_\_\_, \_\_\_\_\_ of  
 (Name) (Title)

\_\_\_\_\_ certify that on \_\_\_\_\_ I contacted  
 (Company Name/Prime Contractor) (Date)

the following Disadvantaged Business Enterprise to obtain a proposal/bid for the following work items.

Disadvantaged Contractor	Work Items Sought	Form of Proposal or Bid Sought (i.e., unit price, materials & labor, labor only, etc.)

To the best of my knowledge and belief, said Disadvantaged Business Enterprise was unavailable for work on this project, or unable to prepare a proposal/bid for the following reason(s):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ was offered an opportunity to bid on  
 (Name of Disadvantaged Business Enterprise)  
 the above identified work on \_\_\_\_\_ by \_\_\_\_\_  
 (Date) (Source)

The above statement is a true and accurate account of why I did not submit a proposal/bid on this project.

\_\_\_\_\_ (Date)  
 (Signature of Disadvantaged Business Enterprise)  
 \_\_\_\_\_  
 (Title)

## ATTACHMENT H CONFLICT OF INTEREST STATEMENT

Proposers shall provide a list of all entities/individual(s) with which it has relationships that create, or would appear to create, a conflict of interest with the work that is contemplated by this RFP. The list should indicate the name of the entity/individual, the relationship to the Proposer, and a discussion of the conflict.

Because Final Award of this RFP will be decided upon by the Birmingham-Jefferson County Transit Authority's Board of Directors, a listing of its members has been included below. Please also provide a description of relationships with any or all Board Members that would create, or would appear to create, a conflict of interest.

MEMBER ENTITY	BOARD MEMBER
City of Birmingham	Brian Hamilton, Chairman
Jefferson County	Rev. Patrick Sellers, Vice Chairman
City of Bessemer	Johnnye P. Lassiter, Secretary/Treasurer
City of Birmingham	Joyce Brooks
City of Birmingham	Ronald Lyas
City of Birmingham	Guin Robinson
City of Birmingham	Vacant
City of Homewood	Vacant
City of Mountain Brook	Jack Darnall

I hereby disclose the following persons, entities, or interests and/or with which there is an interest or involvement that may result in an actual or potential conflict of interest, directly or indirectly:

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\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**ATTACHMENT I**  
**VENDOR REGISTRATION FORM**

RFP or IFB Number: **RFP 11-09**

RFP or IFB Description: **Short Range Transit Plan**

Company Name/Vendor: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

Office Number: (     ) \_\_\_\_\_

Fax Number: (     ) \_\_\_\_\_

Cell Number: (     ) \_\_\_\_\_

Email Address: \_\_\_\_\_

Website: \_\_\_\_\_

Fax To:

**BJCTA**

Attn: Jacquese Gary, Procurement Officer

(205) 252-7633 Fax or

Email: [jgary@bjcta.org](mailto:jgary@bjcta.org)

(205) 521-0144 direct line



***It's time to ride!***