

**CITY OF BIRMINGHAM-PURCHASING DIVISION**  
**710 NORTH 20<sup>TH</sup> STREET**  
**P-100 CITY HALL**  
**BIRMINGHAM, AL 35203-2227**  
**OFFICE: (205) 254-2265 / FAX: (205) 254-2484**

**CARMEN JONES, PURCHASING AGENT**  
**PURCHASING DIVISION**

**NOVEMBER 8, 2018**  
**RFP: 19-39**

<b>TO:</b>	Prospective Proposer	
<b>REQUEST FOR PROPOSAL #00-00 NUMBER:</b>	<b>RFP #19-39 (A complete copy can be downloaded at <a href="http://www.birminghamal.gov">www.birminghamal.gov</a>)</b>	
<b>SEPARATE SEALED PROPOSAL FOR:</b>	<b>CITY OF BIRMINGHAM MICROTRANSIT PILOT</b>	
<b>INVITATION TO BID RESPONSES WILL BE RECEIVED BY:</b>	Carmen Jones, Purchasing Agent Purchasing Division – City Hall 710 North 20 <sup>th</sup> Street, Room P-100 Birmingham, AL 35203-2227	
<b>***IMPORTANT SOLICITATION DATES***</b>		
<b>QUESTIONS DUE DATE:</b>	<b>PROPOSAL DUE DATE:</b>	<b>PROPOSAL OPENING DATE:</b>
<b>Friday, November 16, 2018 by 5:00 P.M.</b> (Central Standard Time)	<b>Monday, November 26, 2018 by 5:00 P.M.</b> (Central Standard Time)	<b>Tuesday, November 27, 2018 at 10:00 A.M.</b> (Central Standard Time)
<p><b>Proposer wishing to bid can download the complete solicitation including the specifications and bid forms via the internet at <a href="http://www.birminghamal.gov">www.birminghamal.gov</a> (go to link titled Employment and Bidding, then click on Bidding Opportunities), or by visiting the Purchasing Office at the address shown above, or by calling (205) 254-2265 and requesting a copy be mailed to you.</b></p> <p style="text-align: center;"><b>PROPOSAL OPENING WILL BE HELD AT:</b>  Purchasing Division  P-100 City Hall  710 North 20<sup>th</sup> Street  Birmingham, AL 35203-2227</p>		
<b><u>TELEPHONE INQUIRIES – NOT ACCEPTED</u></b>		
<p>Telephone inquiries with questions regarding clarification of any and all specifications of the RFP will not be accepted. All questions <b>must</b> be e-mailed to Carmen Jones at <a href="mailto:carmen.jones@birminghamal.gov">carmen.jones@birminghamal.gov</a>.</p> <p>Submissions may be withdrawn, modified, and resubmitted prior to the formal proposal opening due date. <b>Any submission modification(s) submitted after the “Proposal Opening Due Date” may not be considered.</b></p> <p>The City of Birmingham reserves the right to accept or reject any or all proposals, or any part of any proposal, and to waive any informalities or irregularities in the proposal. The City of Birmingham may award a contract in whole or in part based on the needs of the City of Birmingham.</p> <p>All costs incurred by the company to respond to this solicitation will be wholly the responsibility of the Proposer. All copies and contents of the proposal, attachments, and explanations thereto submitted in response to this RFP, except copyrighted material, shall become the property of the City of Birmingham regardless of the Proposer selected. Response to this solicitation does not constitute an agreement between the Proposer and the City of Birmingham.</p> <p><b>The City of Birmingham is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City of Birmingham or any other means of delivery employed by the proposer. Similarly, the City of Birmingham is not responsible for, and will not open, any proposal responses which are received later than the date and time indicated above. Late proposal responses will be retained in the proposal file, unopened.</b></p>		
PUBLISHED: B.N. 11/14/18		
RELEASED BY:		
_____		

# CITY OF BIRMINGHAM



**PUTTING PEOPLE FIRST**

## **REQUEST FOR PROPOSAL #19-39**

### **CITY OF BIRMINGHAM MICROTRANSIT PILOT**

#### **SCHEDULE OF EVENTS:**

RFP RELEASE DATE	QUESTIONS DUE	RFP SUBMITTAL DEADLINE	RFP OPENING DATE
Thursday, November 8, 2018	Friday, November 16, 2018 by 5:00 P.M.	Monday, November 26, 2018 by 5:00 P.M.	Tuesday, November 27, 2018 @ 10:00 A.M.

**CARMEN JONES, MAML  
PURCHASING AGENT  
FINANCE DEPARTMENT/PURCHASING DIVISION  
710 NORTH 20<sup>TH</sup> STREET, ROOM P-100  
BIRMINGHAM, AL 35203  
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Sealed proposals marked “**CITY OF BIRMINGHAM MICROTRANSIT PILOT**”, will be received by the Purchasing Agent, P-100 First Floor City Hall, 710 North 20<sup>th</sup> Street, Birmingham, Alabama 35203. The Proposed Vendor must provide an original and three (3) copies of its proposal as well as one (1) digital copy of their proposal.

All questions are due by **FRIDAY, NOVEMBER 16, 2018 BY 5:00 PM**. Proposals will be accepted until 5:00 P.M. central time (standard or daylight savings time, as applicable) on **MONDAY, NOVEMBER 26, 2018**. **Proposals submitted after these dates and times will not be considered.**

**Proposals will be publicly opened at 10:00 a.m. on TUESDAY, NOVEMBER 27, 2018.**

The City is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City, or any other means of delivery employed by the Proposer. Similarly, the City is not responsible for, and will not open, any bid/proposal responses, which are received later than the date and time, indicated above. Late bids/proposals will be retained in the bid/proposal file, unopened.

**TELEGRAPHIC/ELECTRONIC RESPONSES**

Proposal responses sent via electronic devices (i.e. facsimile machines and email) are not acceptable and will be rejected upon receipt.

**TERM OF CONTRACT**

Any contract resulting from this RFP will become effective upon proposal award. Per Section 3-3-7(7) of the General City Code for the City of Birmingham, the proposed contract shall be in effect for a period of one (1) year, renewable annually subject to the availability of funding for a term of three (3) years. The life of this contract shall exist with the approval of both parties with the provision that no price increase in the original bid prices shall be allowed.

**ADDENDA**

Any addenda will be available on the internet. Proposer is responsible for checking the website for addenda until the proposal opening date. Addenda will be mailed to only those proposers who were provided a copy in person or by mail.

The City follows a policy of nondiscrimination. No proposer with the City should discriminate on the basis of race, sex, religion or national origin. Failure by the Proposer to carry out these requirements is a material breach of its obligations, which may result in its termination or such other remedy as the City deems appropriate.

No proposal may be withdrawn for a period of sixty (60) days after the date of the proposal opening.

All bids are to be submitted on the proposal form provided and all bids are to be F.O.B. Birmingham, Alabama delivered.

The City reserves the right to reject any or all bids submitted, in whole or part, and to waive any informalities.

Bids must be submitted in a sealed envelope marked “**CITY OF BIRMINGHAM MICROTRANSIT PILOT, 5:00 P.M., 11/26/2018.**” Bids may be **hand delivered** to Purchasing, Room P-100 First Floor, City Hall, Birmingham, Alabama or **mailed** to City of Birmingham, 710 North 20th Street, Birmingham, AL 35203. Bids mailed in (i.e. USPS, Federal Express, UPS, Airborne, etc.) **must** specify delivery to Room P-100, 1st Floor-City Hall.

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Carmen Jones, Purchasing Agent

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**CITY OF BIRMINGHAM MICROTRANSIT PILOT**

**INTRODUCTION**

The City of Birmingham (City) is soliciting proposals from qualified providers of microtransit services to pilot an on-demand microtransit system to the City. The City seeks to contract the best service offered at a competitive rate. The selected provider must have the capability to invoice for services in provider's own name. The City will not accept invoicing by a third party. The required services and performance conditions are described in the Scope of Services.

**BACKGROUND**

Birmingham is the largest city in Alabama with a population of 212,000 and a metro of 1.1 million. The City limits include 146 square miles in the center of Jefferson County. There are approximately 163,000 jobs in Birmingham, and 91,000 of these are held by resident-employees. The University of Alabama at Birmingham (UAB) located on the southside of the city center is the second largest employer in the State and enrolls over 20,000 students a year.

The City of Birmingham seeks to reduce its automobile dependency. Elected leadership recognizes that accomplishing daily tasks without a private vehicle is extraordinarily difficult—especially for the 29 percent of Birmingham residents who are living in poverty.

Birmingham has a high rate of single-occupancy commuters. The City is served by fixed-route buses and paratransit. The existing services, however, are not meeting Birmingham's transportation needs. All Transit provides a snapshot of the problem: 2.25 percent of Birmingham's commuters use transit to access employment; 62 percent of households are underserved by public transit; less than half of the City's 163,000 jobs are accessible via transit; and only 28 percent of workers live within a half mile of a transit station.

The City of Birmingham seeks to provide a better quality of service to its residents with on-demand microtransit as a new public transportation option that is i. Safe and reliable operation; ii. Economic to operate and maintain; iii. Optimum performance, comfort, and safety; and iv. Full compliance with all applicable rules, regulations, standards, local, state and federal laws and regulations.

**SCOPE OF SERVICES**

A designee will assist the City with management of the microtransit system and provide monthly reports and evaluations to monitor performance of the program. The City is seeking a public-private partnership for microtransit services as defined by the Federal Transit Administration (FTA): "IT-enabled private multi-passenger transportation services, such as Bridj, Chariot, Split, and Via, that serve passengers using dynamically generated routes, and may expect passengers to make their way to and from common pick-up and drop-off points. Vehicles can range from large SUVs to vans to shuttle buses. Because they provide transit-like service but on a smaller, more flexible scale, these new services have been referred to as "microtransit" (FTA, Shared Mobility Definitions, <https://www.transit.dot.gov/regulations-and-guidance/shared-mobility-definitions>).

1. Service area should be coterminous with the City limits of Birmingham.
2. Microtransit fleet should be comprised of vehicles that can carry at least 6 passengers at a time.
3. Service hours must include 7am – 7pm seven days a week; additional service hours are encouraged on evenings and weekends.
4. Wait times should not exceed an average of 15 minutes.
5. Vendor must submit marketing and community outreach plan.
6. Vendor must permit the City set the fare and recoup these payments to sustain the service.
7. Vendors must provide access to microtransit to customers without a smartphone.
8. Vendors must provide a way to purchase microtransit without a smartphone and include solutions for the unbanked.
9. Vendor must be able to share data on unique new riders and statistics on rider retention over time.
10. Vendor must be able to share data on cancellation rates and how they may relate to other factors such as wait time (controlling for weather).
11. Vendor must be able to share data on on-time performance.
12. Vendor must be able to share data on how riders learned about the service (marketing effectiveness).
13. Microtransit fleet should include ADA accessible vehicles that can provide paratransit services.

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**SCOPE OF SERVICES (CONT'D)**

14. Vendor must accept and work with any third-party service providers that the City may need to contract to improve the city-owned microtransit service.
15. Vendor must employ a local manager or management team to work with the City in the administration and development of microtransit services.

**VENDOR REQUIREMENTS**

1. Service area needs to be coterminous with the City limits, 7-7 seven days a week with wait times no longer than average of 15 minutes.
2. Vendor must have a willingness to work with the BJCTA to optimize assets for fixed route services—maximizing efficiency without a conflict of interest.
3. Vendor must allow the City to set the riders fare.
4. Vendor must have paratransit capability within fleet.
5. Vendor must be willing to expand services to surrounding municipalities pending an award of contracts.
6. Passengers must have the ability to access microtransit without using a smartphone.
7. Ability to pay for microtransit without a smartphone, including solutions for the unbanked.
8. Vendor must provide their financials for the past two (2) years.
9. Vendor must be able to share data on how many new riders participate as well as statistics on rider retention over time.
10. Vendor must provide data on cancellation rates and wait time and its effect on retention.
11. Vendor must provide data on on-time performance.
12. Vendor must disclose all operations data to BDOT.
13. Vendor must provide marketing strategy on how riders learn about the service.
14. Vendor must provide analysis on how they plan to be around in 5 years.
15. What percent of the vendor's annual billings come from public sector transportation?
16. Vendor must accept and work with any third-party services that the City may need to contract with to improve the service and ensure success.
17. Vendor shall work with the City through the pilot (and beyond) to perform a data analysis using the actual live service data and provide consulting services.
18. Vendor must provide different rate structures for riders based on indicators for poverty, senior status, and student status.
19. Pilot demo should be deployed by January 31, 2019.
20. How many microtransit projects has the vendor piloted and deployed?
21. Vendor must include a list professional references where this type service was provided.
22. Vendor must source, train, pay, and retain drivers as employees of the company or as 1099 contractors.
23. Vendor's local manager or management team must share data and provide statistical analysis of performance as described in, but not limited to, the data provisions below. This requirement can be met by a mutually agreed upon method for regular reports and a backend dashboard.
24. Vendor must provide real-time customer service during operating hours, including phone booking.
25. Insurance. Vendor must acquire insurance coverage to comply with Alabama and FTA regulations with minimum limits of Worker's Compensation: Alabama Statutory Limits; Comprehensive General Liability: Federal Statutory Limits as set by the Federal Transportation Authority on an occurrence basis with limits no less than \$1,000,000.00 combined single limit per occurrence and \$3,000,000.00 aggregate for personal injury, bodily injury and property damage; Business Automobile General Liability: Federal Statutory Limits as set by the Federal Transportation Authority; on an occurrence basis with limits no less than \$1,000,000.00 combined single limit per occurrence and \$2,000,000.00 aggregate for personal injury, bodily injury and property damage. All certificates of insurance shall provide thirty (30) days written notice be given to the City before a policy(ies) of insurance is canceled, materially changed, or not renewed. A certificate of Insurance evidencing the above minimum requirements must be provided to the City prior to any payment of funds.

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**FLEET REQUIREMENTS**

1. Microtransit fleet should be comprised of vehicles that can carry at least 6 passengers at a time.
2. Microtransit fleet should include ADA accessible vehicles that can provide paratransit services for riders in wheelchairs.
3. Vendor must provide plan for fleet storage and maintenance to ensure safety.
4. Vendor must work with the City to design and install uniquely branded skins on microtransit fleet vehicles.
5. Vendor must provide different rate structures for riders based on indicators for poverty, senior status, and student status.

**DATA PROVISIONS REQUIRED**

1. Deliverables and Data Ownership. Successful Vendor must share microtransit data with the City of Birmingham who owns the data from this pilot. The Contractor shall provide the City monthly reports and data to include but not be limited to the number of vehicles operating each day in the City; data related to ridership connection via App, telephone etc.; ridership payment data i.e debit card, credit card, or cash etc.; on-time performance; the monthly ridership by route; average weekday boardings; average Saturday and Sunday boardings; a copy of all customer written complaints; a summary of customer oral complaints including the number of oral complaints per month; a copy of all reports provided to law enforcement; a copy of all reports provided to any and all state and federal transportation agencies and boards; and such other data, reports, and information needed for the City to assess the pilot program.
2. Vendor must provide anonymized data and statistics on unique new riders and on rider retention over time.
3. Vendor must provide data and statistics on wait times such as mean, median, mode, range, and interquartile range for total service area and broken down by service zones.
4. Vendor must provide data and statistics on cancellation rates and how they may relate to other factors such as wait time and controlling for weather.
5. Vendor must provide geographic data and statistical maps on pick-up locations, routes, and drop-off locations.
6. Vendor must include survey of how riders learned about the service and share data and statistics on marketing effectiveness.
7. Vendor must provide data and statistics on use cases; that is, the proportion of customers using the service for work, education, recreation, healthcare, etc. This information can be sourced by integrating surveys into the app.
8. Vendor must disclose its ability and level of commitment to develop a Mobility-as-a-Service (MaaS) platform in partnership with the Birmingham Jefferson County Transit Authority (BJCTA), Zyp BikeShare, and other mobility providers as a distinct and future pilot with the goal of developing an integrated multimodal trip planning app for a seamless user experience in Greater Birmingham.

**SUBMISSION REQUIREMENTS**

1. **Cover Page (1 Page).** Vendor must provide a cover letter introducing the company and highlighting how it will meet the goals for this solicitation.
2. **Executive Summary (2 Pages).** Vendor must overview its qualifications to provide microtransit services and strategy for successful implementation.
3. **Company Overview (2 Pages).** Vendor must describe the company's history, mission, resources, current operations, and leadership.
4. **Software-as-a-Service (2 Pages).** Vendor must describe its business model and software capabilities.
5. **Implementation Plan (2 Pages).** Vendor must provide a phased project plan with delineated tasks and milestones (e.g., community engagement events, pilot deployment, performance reports) for how it will deploy microtransit services in the Birmingham market and ensure successful implementation.
6. **Marketing and Community Outreach Plan (1 Page).** Vendor must provide plan for marketing its services to the community.
7. **Service Plan (2 Pages).** Vendor must detail its service plan including vehicles on shift, hours of operation, vehicle capacity, ADA compliance, and other specifications unique to the service delivered.

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**SUBMISSION REQUIREMENTS (CONT'D)**

8. **Local Manager Responsibilities (2 pages).** Vendor must define the local manager's responsibilities and how this representative will work with the City by:
- a. Scheduling and facilitating interagency meetings.
  - b. Preparing agendas, minutes, and sign-in sheets for all meetings.
  - c. Maintain and update work plan in coordination with City.
  - d. Develop and maintain overall project schedule.
  - e. Oversee subcontracts and ensuring that drivers have appropriate skill levels and credentials.
  - f. Coordinate all required deliverables per the final contract agreement, including pilot operations, vehicle acquisition, installation and configuration of software and hardware, documentation, driver training, branding, marketing, performance monitoring and reporting, and consultation for data analytics.
  - g. Be available and responsive to requests for information from the City and including reporting and inspections related to FTA Third Party Oversight.

**MINIMUM QUALIFICATIONS**

The successful provider must meet the following minimum qualifications:

1. Provide copies of any required certification documents with your proposal.
2. Requisite insurance coverages to comply with local and FTA regulations. Provide documentation with your proposal.
3. At least five (5) years of experience performing microtransit services specified.
4. Ability to provide services seven (7) days a week and fifty-two (52) weeks per year including holidays as scheduled by the City of Birmingham. The successful provider shall outline how they will meet this requirement.
5. The provider shall be able to provide real-time live customer service including phone booking.
6. Electronic data transmission capability is essential. Describe your current capabilities.
7. Consultation for data analysis and mobility optimization is essential. Describe your current capabilities.
8. Provider must be able to provide detailed, itemized billing for all services rendered. Provide sample invoice and describe billing process features.
9. Describe the type of information provided in standard reports and custom report capability for the City.
10. Access to rider and driver apps localized to Birmingham's service area.
11. Provide support to the City's project team to include rapid response to any issues with mutually agreed standard response times.
12. Build and maintain a fleet of microtransit vehicles using customized skins designed in partnership with the City.
13. Source and train drivers to deliver high quality customer service.
14. All conditions shall remain in effect for at least 90 days after the submittal deadline. The City reserves the right to request further proposal extensions after the initial 90 days.
15. Detailed fee schedule for services should be outlined in proposal.
16. All proposals should include a one (1) year contract with two (2) additional one (1) year options for extension.

**QUALITY ASSURANCE**

- Briefly describe your quality assurance process and procedures.

**KEY ATTRIBUTES AND DIFFERENTIATORS**

- Briefly describe and define any abilities or attributes that distinguish your services from other proposers in the marketplace.

**REFERENCES**

- Provide references of 3 current and 2 former clients who are similar to the City of Birmingham. Include company name, address and contact name, title, and phone number. Identify the number of lives served for each, and the length of the contract.

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**REVIEW AND SELECTION PROCESS**

City staff will evaluate the proposals provided based on the following criteria:

- Quality and completeness of proposal;
- Proven ability to provide a quality, microtransit program to organizations with similar demographics: 4,052 lives, multi-location, municipality;
- Proven participant satisfaction;
- Cost and effectiveness to the city

All responses will be reviewed and evaluated by the City for completeness, service capabilities and financial offer. The Purchasing Agent and a representative from Legal will serve as advisors only. The results of the proposal evaluation will be presented and shortly after, a decision will be made to select no more than three (3) Proposers to participate in finalist presentations.

**ORAL INTERVIEWS**

Proposers may be required to participate in an oral interview. The oral interview will be a panel comprised of members of the selection committee. Proposers may only ask questions that are intended to clarify the questions to which they are being asked to respond. Each Proposer's time slot for oral interviews will be determined randomly. Proposers who are selected shall make every effort to attend. If representatives of the City experience difficulty on the part of any Proposer in scheduling a time for the oral interview, it may result in disqualification from further consideration.

**QUESTIONS**

Questions concerning this RFP and the specifications are to be submitted in written form to [carmen.jones@birminghamal.gov](mailto:carmen.jones@birminghamal.gov) or by fax (205) 254-2484. All questions must be received by 5:00 p.m., November 16, 2018. Questions received and the City's response to each question will be posted on the internet as an addendum [www.birminghamal.gov](http://www.birminghamal.gov) (go to link titled **Employment and Bidding**, then click on **Bidding Opportunities**). **No Verbal Communication Shall Be Considered or Construed as the City official response.**

At the discretion of the City, one or more Proposed Vendors may be asked for more detailed information or an interview before final award is made. The City is not required to schedule any such interviews.

**AWARD**

The award will be made on an all or none basis. Bidder will quote on all items. Price alone is not the determining factor for award of contract from this bid. The City will award contract to company who, in the opinion of the City, is best qualified and prepared to provide the services requested. If mutually agreed upon within twelve (12) months from opening date, this bid may be used as the basis for additional like purchases.

**PUBLIC DISCLOSURE**

Subject to applicable law or regulations, the content of each proposer's proposal shall become public information upon the effective date of any resulting contract.

**PROPRIETARY INFORMATION**

All information concerning the program and participants is solely the property of the City and that information will remain confidential and will not be used or transmitted to others for any purpose whatsoever, except as required to conduct operations or as required by law.

**ADDITIONAL PURCHASES**

During the term of the contract, if mutually agreed upon, additional contracts may be executed, based upon this bid for the same item(s) or related types.



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**PURCHASE ORDERS**

The City will issue purchase order(s) to the successful proposer for the goods and/or services (bid items) that are the subject of the bid. Unless otherwise agreed in a writing that is signed by both parties, the entire agreement between the City and the successful proposer concerning the bid items is comprised of the terms, conditions, specifications and requirements stated in (a) the contemplated purchase order(s), (b) this REQUEST FOR PROPOSAL #19-39 and Specifications and (c) your bid (collectively, the "Contract Requirements"). These writings supersede all former proposals, offers, negotiations, representations or agreements, either written or oral, concerning the provision of proposer's goods and/or services. By acceptance of the City's purchase order(s), the successful proposer agrees to abide by and perform its responsibilities related to the bid items in compliance with the Contract Requirements.

Successful proposer shall not assign this contract to any other party without prior written approval of the City of Birmingham. Contract shall not be assigned to an unsuccessful proposer who was rejected because he was not a responsive or responsible proposer.

**TERMINATION OF CONTRACT**

Failure to adhere to any or all terms, conditions and specifications as set forth in the contract may result in the immediate termination of the contract. Any violation of this agreement shall constitute a breach and default of the contract. Should termination occur, the holder of the contract may be declared a "non-responsible proposer" This declaration may result in the rejection of any future bids submitted by the proposer for a period of time to be determined by the City.

Irrespective of any default hereunder, either party may also, at any time in their discretion, terminate this Agreement, in whole or in part, by giving the other party sixty (60) days written notice thereof and in such event, Proposer shall be entitled to receive compensation specified herein for all work completed prior to such sixty (60) days notice of termination or cancellation, delivered or not yet delivered to the City. Proposer shall also be entitled to compensation for all subsequent work requested by the City and delivered by Proposer, after notice of termination. For any work partially completed at the date of termination, such work will be compensated on a prorated basis, as mutually agreed upon.

**GOVERNING LAW/DISPUTE RESOLUTION**

Contract awards to purchase the materials covered in this bid document shall be construed under and governed by the laws of the State of Alabama and each party hereto irrevocably agrees to be subject to the jurisdictions of the courts of the State of Alabama.

**PAYMENT TERMS**

The City's standard payment term is Net-30 days from acceptance. Exception may be allowed for discounted early payment, such as 2%-10, Net 30 Days. The reference date for all such discounted early payment terms will be the date the invoice is received or the date the goods are received, whichever is later. In the event of a dispute the City's records shall prevail. **The City will not consider any proposals requiring C.O.D. payments.**

**FORM W-9**

Any successful proposer who is not currently set up as a vendor in the City of Birmingham vendor file will be required to submit a completed W-9 tax form prior to any award. The W-9 tax form may be submitted with your bid or no later than seven (7) working days of receipt of notice of intent to award.

**REDUCTION IN COST**

Proposer agrees that the City of Birmingham will be charged no more for item(s) bid than the State of Alabama, and that in the event of a price reduction; the City will receive the benefit of such reduction on any undelivered portion of contract.

**Successful proposer acknowledges and agrees that the City has the right to deduct from total amount of consideration to be paid, if any, to the successful proposer under this agreement all unpaid, delinquent, or overdue license fees, taxes, fines, penalties, and other amounts due the City from the successful proposer.**

**CITY OF BIRMINGHAM-PURCHASING DIVISION  
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OFFICE: (205) 254-2265 / FAX: (205) 254-2484**

**CARMEN JONES, PURCHASING AGENT  
PURCHASING DIVISION**

**NOVEMBER 8, 2018  
RFP NO.: 19-39**

**CITY OF BIRMINGHAM MICROTRANSIT PILOT**

**CONFLICT OF INTEREST**

Proposer covenants and declares that it has not, and will not, acquire any interest, directly or indirectly, in any property acquired by the City during the term of this Agreement. Proposer warrants and covenants that it presently has no interest in, nor shall any interest be hereinafter acquired in, any matter that will render the services required under this Agreement a violation of any applicable Federal, State or local law. In the event that any conflict of interest should hereinafter arise, Proposer shall promptly notify the City in writing of the existence of such conflict of interest.

**NON- DISCRIMINATION POLICY**

“The proposer” shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, gender identity, sexual orientation, disability, familial status, or national origin. “The proposer” will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, gender identity, sexual orientation, disability, familial status, or national origin. 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. “The proposer” agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

In the event of “the proposer's” noncompliance with the nondiscrimination clauses of this Agreement, this Agreement may be canceled, terminated or suspended in whole or in part and “the proposer” may be declared ineligible for further municipal contracts.

**DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

Proposer acknowledges and agrees that, consistent with federal law and City’s public policy, it will encourage disadvantaged business enterprise (DBE) participation to the extent permitted by law. A “disadvantaged business enterprise” is a for-profit small business concern (i) at least 51% owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51% of the stock is owned by one or more such individuals; and (ii) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it. In accordance with federal law, a “socially and economically disadvantaged individual” includes African-Americans, Hispanic Americans, Native Americans, Asian-Americans, women, and any additional groups designated as socially and economically disadvantaged by the federal Small Business Administration.

**BUSINESS LICENSE**

In the event you receive a notification of intent to award letter, proposer must provide the City of Birmingham a copy of his/her current City of Birmingham business license no later than seven (7) working days of receipt. Failure to submit the requested information will result in the notice of intent to award being revoked. A copy of his/her license may be submitted along with the bid.

**PUBLIC DISCLOSURE**

Subject to applicable law or regulations, the content of each Proposer’s Proposal shall become public information upon the effective date of any resulting contract.

**TELEGRAPHIC/ELECTRONIC BID RESPONSES**

Proposal responses sent by electronic devices (i.e., facsimile machines and email) are not acceptable and will be rejected upon receipt. Proposers will be expected to allow adequate time for delivery of their bid responses either by airfreight, postal services, or by other means.

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**STATEMENT OF COMPLIANCE WITH ALABAMA CODE SECTION 31-13-9**

Proposer shall participate in the E-Verify program as required under the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Proposer agrees to comply with all applicable provisions of the Act. As a condition for the award of any contract, Proposer shall provide documentation establishing that the Proposer is enrolled in the E-Verify program, or a signed, written statement that the Proposer does not have a presence (one or more employees) in the State of Alabama. Proposer may submit applicable documentation with his/her bid or no later than seven (7) working days of receipt of notice of intent to award.

**SINGLE PROPOSAL**

If a single response is received for this RFP, the RFP will be rejected in accordance with Title 41-16-50(a) of the Alabama Code. The RFP will be opened, but **will not** be read publicly. We will proceed with negotiations for a lower price with the rejected Proposer and other Proposers by means of sealed quotes. The rejected Proposer's initial offer will not be disclosed to other Proposers, prior to the awarding of a contract. The award will be made to the company offering the lowest negotiated quotation, provided that all conditions and specifications required by the City are met.

**NEGOTIATIONS**

The City of Birmingham reserves the right to enter into contract negotiations with the selected Proposer. If the City and the selected Proposer cannot negotiate a successful contract, the City may terminate negotiations and begin negotiation with the next selected Proposer. This process will continue until a contract has been executed or all proposals have been rejected. No Proposer shall have any rights against the City arising from such negotiations.

**PROHIBITION AGAINST BOYCOTTING**

By signing this contract the Proposer certifies that it is not currently engaged in, and for the duration of this agreement will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state enjoys open trade.

**INVOICING**

If an invoice does not agree with the purchase order, credits or a corrected invoice will be required in order for the City to process payment.

**THIRD-PARTY "REMIT-TO"**

If a Proposer has a third-party "remit-to" company, that information must appear on the Proposer's response. The City of Birmingham will send payment to the company designated by the Proposer on its response but will not be responsible for resolving payment issues should the Proposer change payment processing companies after a payment has been mailed or without a 45-day written notification to the Community Development and Accounting division of the City of Birmingham.

**NON-COLLUSION**

Proposer covenants and declares that it has not employed any person to solicit or procure this Agreement and that Proposer has not made, and will not make, any payment of any compensation for the procurement of this Agreement. The covenant contained herein shall survive the expiration or earlier termination of this Agreement.

**CONFIDENTIALITY**

Proposer agrees that such reports, information, opinions or conclusions shall not be made available to or discussed with any individual or organization, including the news media, without prior written approval of the City. Proposer shall exercise reasonable precautions to prevent the unauthorized disclosure and use of the City information whether deemed confidential or not.

**TAX**

The City of Birmingham is exempt from all Federal Tax, and sales and use tax, except Alabama tax on oils, lubricants and fuels specifically bought for over-the-road transportation use.

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**COST OF PREPARATION**

The cost of preparing a proposal to this RFP will not be reimbursed to the proposers.

**EVALUATION/SELECTION PROCEDURES**

Proposals will be evaluated and scored by an evaluation committee based on technical capability, available fleet, account management/administration and cost totaling 100%.

**CRITERIA**

**RATING VALUE**

1. Technical	30%
2. Fleet Availability	25%
3. Account Management/Administration	20%
4. Cost	25%

**WAIVER OF SUBROGATION**

Bidder shall require the carriers of the above-required insurance coverage to waive all rights of subrogation against the City, and its officers, employees, agents, contractors and subcontractors. Further, Bidder hereby waives any rights of subrogation against the City. All general or automotive liability coverage provided herein shall not prohibit the Bidder or its employees, agents or representatives from waiving the right of subrogation prior to loss or claim.

**INSURANCE**

Throughout the term of this Agreement, Proposer shall maintain, keep in force and pay premiums on a policy or policies of comprehensive public liability and property insurance relating to all activities of proposer allowed under this Agreement hereunder in limits not less than: **(i)** \$1,000,000.00 for any occurrence resulting in bodily or personal injury to, or death of, one person; **(ii)** \$3,000,000.00 for any occurrence resulting in bodily or personal injury to or death of, more than one person; **(iii)** \$1,000,000.00 for any occurrence resulting in damage to, or destruction of, any property; **(iv)** the Alabama statutory limits for Worker's Compensation; and **(v)** \$3,000,000 per claim and in the aggregate for professional liability insurance for proposer's negligence in the rendering of its professional services, **(vi)** the City's RFP number (19-39) must appear on any/all copies of the certificate of insurance. Proposer shall provide the City with a certificate of insurance evidencing such coverage, if requested, and a copy of the actual insurance policy. With respect to each such policy (except for Worker's Compensation) proposer shall provide at least thirty days (30) notice if the policy is altered or cancelled before the expiration date thereof in advance of such alteration or cancellation. In the event any such policy is canceled or terminated or if the limits are reduced, proposer shall promptly obtain a new policy or policies in the same limits. Such policy shall name the City of Birmingham as an additional insured.

All such insurance shall be provided by a policy or policies issued by a company or companies qualified by law to engage in the insurance business in the State of Alabama with a rating of B+ or better according to the most current edition of Best's Insurance reports. Proposer is to provide written documentation of the company's rating with their bid.

The Proposer may use umbrella or excess liability insurance to achieve the required coverages, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies. These insurance requirements are in addition to and do not affect any indemnification obligation of the Proposer herein.

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**City Additional Named Insured:** Except for Worker's Compensation coverage, all coverages shall contain endorsements naming the City, and its officers, employees and agents as additional named insureds with respect to liabilities that arise out of and result from the operations of the Proposer or the performance of its work.

The additional named insureds endorsement shall not limit the scope of coverage to the City to vicarious liability but shall allow coverage for the City to the fullest extent provided by the policies. Such additional insured coverage shall be at least as broad as Additional Insured endorsement from ISO, CG 2010.1185.

**Policies Primary:** All insurance policies required herein are to be primary and non-contributory with any insurance or self-insurance program administered by the City.

**Waiver of Subrogation:** Proposer shall require the carriers of the above-required insurance coverage to waive all rights of subrogation against the City, and its officers, employees, agents, proposers and sub-proposers. Further, Proposer hereby waives any rights of subrogation against the City. All general or automotive liability coverage provided herein shall not prohibit the Proposer or its employees, agents or representatives from waiving the right of subrogation prior to loss or claim.

**BEST AND FINAL OFFER (BAFO)**

The City reserves the right to make an award without conducting negotiations. However, if negotiations are deemed necessary, they will be conducted with all proposers who have at least a minimally acceptable proposal as determined by the proposal evaluation committee. Once all negotiations are complete, if conducted, the City will give each proposer the opportunity to submit a revised proposal in the form of a Best and Final Offer.

The Proposed Vendor acknowledges that responses to this RFP must be complete and fully comply with this Request and the Specifications set forth herein in order to be considered. The Proposed Vendor acknowledges that the City reserves the right to reject incomplete or non-compliant responses.

By submitting a response to this RFP, the Proposed Vendor offers to furnish pre-employment and random drug screenings in strict accordance with the terms set forth in this Request and the Specifications, all of which are made a part of the Proposed Vendor's offer. The Proposed Vendor acknowledges that any offer it makes in response to this RFP is valid for 60 days from the date it submits its offer.

**HOLD HARMLESS AND INDEMNIFICATION**

Vendor(s) shall defend, indemnify, and hold harmless the City of Birmingham, and its agents, employees and officials (hereinafter the "Indemnitees") from and against all demands, actions, damages, judgments, expenses (including but not limited to attorneys' fees, expert fees, court costs and other litigation costs), losses, and claims (including those for bodily injury, sickness, disease or death, or to injury to, destruction or loss of use of tangible property) (collectively hereinafter "Claims") by any third parties (including any employee, subcontractor or representative of the Vendor, hereafter a "Vendor Representative") that arises out of, relates to, results from, or is attributable to any of the following: (a) Vendor's performance or failure to perform its obligations hereunder; (b) any conditions in or about the work sites that the Vendor or any Vendor Representative may encounter; or (c) the use or occupancy of the work sites by Vendor or any Vendor Representatives. This indemnification obligation includes Claims that are caused in part by the negligence of an Indemnatee(s); provided nothing herein shall obligate Vendor to indemnify any of the Indemnatee(s) for Claims resulting from the sole negligence or from the willful misconduct of the Indemnatee(s).

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**SIGNATURE PAGE**

I hereby certify that we do not discriminate in employment of our personnel against any persons on account of race, color, sex, gender identity, sexual orientation, disability, familial status, or national origin. I acknowledge and agree that the City encourages minority - and women – owned business participation to the maximum extent possible. This policy includes Historically Underutilized Business Enterprises such as architectural firms, engineering firms, investment banking firms, other professional service providers, and construction contractors as part of the City's business, economic and community revitalization programs.

<hr/> Date	<hr/> Company Name
<hr/> Name (Print Legibly or Type)	<hr/> Street Address
<hr/> Signature	<hr/> City                                      State                                      Zip
<hr/> Title	<hr/> Post Office Box
<hr/> E-Mail Address	<hr/> City                                      State                                      Zip
<hr/> Tax ID Number	<hr/> Terms of Payment
<hr/> Telephone Number	<hr/> Fax Number
<hr/> E Mail Address	

**INDICATE THE FOLLOWING ADDRESSES IF DIFFERENT FROM ABOVE:**

1. **BID AWARD NOTICE ADDRESS** \_\_\_\_\_
2. **PURCHASE ORDER ADDRESS** \_\_\_\_\_
3. **REMITTANCE ADDRESS (AND NAME IF DIFFERENT THAN ABOVE)** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Return original bid in sealed envelope. Authorized signature of bidder **must be in ink.**

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**NOTIFICATION OF INTENT  
FOR  
“CITY OF BIRMINGHAM MICROTRANSIT PILOT”**

- ( ) On behalf of myself/company/institution, I hereby certify that I/we intend to submit a response.
- ( ) On behalf of myself/company/institution, I hereby certify that I/we **do not** intend to submit a response.

**All potential vendors seeking to do business  
with the City of Birmingham should visit  
<https://www.birminghamal.gov/work/employment-bidding/bidding-opportunities/>**

---

Authorized Signature

---

Individual/Company/Institution

---

Title

---

Date

**\*\*\*NOTE\*\*\***

Your notification of intent to respond can be emailed to [carmen.jones@birminghamal.gov](mailto:carmen.jones@birminghamal.gov) or via fax at (205) 254-2484.