

# **REQUEST FOR PROPOSALS**

## **ClasTran Comprehensive Operations Analysis**

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**Birmingham Regional Paratransit Consortium**

Post Office Box 10386  
Birmingham, Alabama 35203  
(205) 325-8787

# REQUEST FOR PROPOSALS

## ClasTran Comprehensive Operations Analysis

### SCHEDULE

RFP Issue Date:	October 15, 2018
Questions Due:	5:00 p.m. (CDST), October 22, 2018
Proposals Due:	5:00 p.m. (CDST), November 16, 2018
Consultant Interviews:	Will be scheduled if needed
Notice of Intent to Award:	December 3, 2018
Preliminary Report Deadline:	February 15, 2019
Final Report Deadline:	June 30, 2019

### QUESTIONS

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

**Richard Abel, Operations Manager**  
Telephone: (205) 325-8787  
Email: rabel@Clastran.com

### SUBMISSION

One (1) original plus four (4) hard copies (5 copies total) of the submittal must be returned in a sealed envelope and be clearly marked "CLASTRAN COA." Proposals should not exceed 8 pages (excluding attachments), single-sided.

**SUBMITTALS MUST BE MAILED OR HAND DELIVERED TO:**

**Bacarra Sanderson Mauldin, Interim Executive Director**  
**Birmingham Regional Paratransit Consortium d/b/a ClasTran**  
**Mailing Address:** P.O. Box 10386, Birmingham, Alabama 35202  
**Delivery Address:** c/o Jefferson County Department of Roads and Transportation  
716 Richard Arrington, Jr. Boulevard A-200, Birmingham, Alabama 35203

**No proposal shall be received by facsimile or electronic mail**  
**PROPOSALS RECEIVED AFTER THE DEADLINE WILL BE REJECTED**

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## SECTION 1: SCOPE OF SERVICES

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The Birmingham Regional Paratransit Consortium, doing business as ClasTran (“ClasTran”), a local nonprofit demand response transportation provider, is seeking proposals from qualified consultants to conduct a Comprehensive Operations Analysis (COA). The purpose of the COA is to evaluate operational organization, regulatory compliance, performance, effectiveness, efficiency, and unmet need.

ClasTran receives Federal Transit Administration (FTA) grant funding through Sections 5310 and 5311. It operates 41 buses, Monday through Friday from 7:00 a.m. to 5:00 p.m., predominantly serving senior centers and other human service organizations in Jefferson, Shelby and Walker Counties.

The Consultant selected for this project will have expertise in the following: demand response management and operations; broad range of options for service delivery; FTA rules, regulations, and grant management for recipients and sub-recipients; procurement and contracting; funding alternatives; asset management, and maintenance.

The Consultant will work closely with ClasTran staff, who will only participate in tasks that are objective and impartial, such as data collection and mapping. This will help minimize Consultant costs.

### **Scope:**

The scope of the operational assessment must address the following requests:

- Assess the organizational productivity and efficiency results.
- Identify opportunities for instituting transportation/non-transportation industry best practices and provide execution strategy for same.
- Identify internal and external strengths and weaknesses; develop key strategies to improve the organizations overall “Corporate Image.”
- Identify opportunities to improve efficiencies, modernize outdated processes and upgrade management practices.
- Examine the overall cost of how ClasTran operates. Make recommendations regarding the overall cost efficiency of current outsourcing contract and make recommendations for optimize cost and operate more efficiently in future outsourcing opportunities.
- Identify how ClasTran use performance management system and keep its model current with changing business needs and priorities.
- Review ClasTran’s organizational structure to determine opportunities for more streamlined decision-making and improved execution.

## **Specific Tasks:**

The following specific tasks should be included in the response.

### **Task 1: Inquiry**

The Consultant will speak with ClasTran board members, system users, nonusers, human service organizations, governments, and planning organizations to gather insight about organizational and/or service strengths and weaknesses.

### **Task 2: Organizational Evaluation**

The Consultant will assess the following areas of ClasTran's administration:

- Service Management
- Asset Management - including maintenance and replacement schedule
- Grants Management
- Compliance - including previous findings
- Methods of self-evaluation

### **Task 3: Market Analysis**

High-level identification of existing and potential markets for demand response transportation services to help increase ridership and market share.

### **Task 4: Funding Analysis**

The Consultant will examine ClasTran's funding, including but not limited to:

- Detailed breakdown of funding and revenue
- Comparison of local government funding to respective ridership
- Cost-Benefit analysis and factors affecting same

### **Task 5: Service Evaluation**

The Consultant will conduct an in-depth evaluation of ClasTran's service, including but not limited to:

- Performance
- Effectiveness
- Efficiency
- Timeliness – including customer service, scheduling, and trips
- Trip Denials
- Fare Structures
- Website
- Peer Comparison
- Comparison with standard industry practices
- Ongoing performance measures
- Future planning efforts

#### Task 6: Alternatives

The Consultant will provide options for management and service provision, with identification of pros, cons, and costs for each.

#### ***Overall Project Deliverables:***

A written report outlining the study findings and recommendations including supporting facts and rationales on which they are based, with a companion presentation.

The project will be executed in three (3) phases. Phase one will be the initial assessment. Deliverables from this phase will include, but are not limited to a preliminary report that is due by February 15, 2019. Phase two will be the final assessment. Deliverables from this phase will include, but are not limited to a final report that is due no later than June 30, 2019. Phase three will be the implementation phase. A recommendation, including a schedule should be included in the final report. ClasTran reserves the right to determine whether or not to proceed with the contracted vendor during the implementation phase of the project.

## SECTION 2: INSTRUCTIONS FOR WRITTEN PROPOSALS

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Consultants are encouraged to submit comprehensive proposals. It is the responsibility of all Respondents to examine the entire Request for Proposal package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing an offer confers no right of withdrawal after deadline.

### General Information

- Proposals should not exceed 8 pages (excluding forms), and should be printed single-sided.
- Blank pages will not count towards total page count.
- One (1) original and four (4) hard copies on 8 1/2" x 11" paper must be submitted (5 copies total).
- No font size of less than 12 point.
- Any erasures, interlineations or other modifications shall be initialed in original ink by the authorized person signing the proposal.

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

### Letter of Transmittal/Cover Letter

A cover letter is required from a principal in the firm submitting the proposal on behalf of the organization. The cover letter shall be no longer than one page and shall include:

- **Introduction**
- **Business Organization:** The full company name, address, telephone numbers, fax numbers, and email addresses of the persons who will be authorized to represent the Respondent. If applicable, include the address, telephone numbers, fax numbers, and email address for the branch office or other subordinate element that will perform or assist in performing work on the project.
- **Operations:** Indicate whether the Respondent operates as an individual, partnership or corporation; if incorporated, include the state of incorporation.
- **Lawsuits:** Indicate whether or not the respondent is a party to an outstanding lawsuit against the Birmingham Regional Paratransit Consortium, doing business as ClasTran, the Birmingham-Jefferson County Transit Authority, the Alabama Department of Transportation, the Regional Planning Commission of Greater Birmingham, or the Birmingham Metropolitan Planning Organization.
- **Certification:** The letter shall agree to all terms and conditions in this RFP, and specifically include the following language:

*No member of ClasTran Executive Board, no employee of the Birmingham-Jefferson County Transit Authority (BJCTA), no member of the BJCTA Board, no member or employee of the City of Birmingham City Government, no member or employee of the Jefferson County Government, and no member or employee of the Alabama Department of Transportation, No employee of the Regional Planning Commission of Greater Birmingham (RPCGB), no employee of the Metropolitan Planning Organization (the MPO), no voting member of the MPO governing body, no member of the governing body or staff of any MPO member jurisdiction exercising functions or responsibilities with respect to this project shall, during his or her tenure or for one year thereafter, have any interest, direct or indirect, in any proceeds thereof.*

- **Signature:** The letter shall be signed by a person authorized to bind the company to all commitments made in the proposal. All signatures must be original on a least one copy of the proposal submitted to ClasTran.

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

### **Proposal**

The body of the Proposal shall include, in order:

- **Executive Summary:** Provide a complete and concise summary of respondent's background, areas and levels of expertise, relevant experience, and ability to meet the requirements of this RFP. The executive summary should briefly state why the Respondent is the best candidate for the engagement. The summary should be organized so it can serve as a stand-alone document apart from the remainder of the proposal.
- **Technical Approach and Proposal Services:** Provide and/or describe in detail the respondent's management and operating plan for delivery of services set forth in the RFP, including:
  - a. An organizational chart for the proposed project showing the key personnel assigned to each task;
  - b. An operational plan describing in detail how respondent will achieve the intent and purpose of the engagement with an emphasis on public and stakeholder involvement;
  - c. A detailed description of the professional services to be provided;
  - d. Troubleshooting and follow-up protocols;
  - e. Project management tools to be used in implementation;
  - f. Description of Completed Project; with an anticipated timeline for completing the project deliverables.

- **Qualifications:** Provide resumes displaying the professional credentials and expertise of the Consultant, subconsultants, and key personnel assigned to this project. If the technical work is to be performed by a subconsultant, please identify any Disadvantaged Business Enterprise (DBE). Amplification specific to this solicitation is required in this section. The absence of such project specific information may cause the proposal to be deemed nonresponsive.
- **Prior Project Experience:** Identify prior experience in similar project activities, including descriptions, samples, costs, and time intervals of successfully completed projects.
- **Availability/Proposed Schedule:** Indicate other projects in which the Respondent is currently engaged or likely to be engaged in during the project period by those with a principal role in this project. Please express commitments as a percentage of available time. In addition, please include a proposed schedule for completion of phases one through three and indicate the amount of time each proposed team member will be allocating for this project.
- **References:** A minimum of three (3) references for the prime Consultant and two (2) for any subconsultants shall be provided. All references shall include work directly performed by key personnel proposed to be assigned to this project. Completed forms are due in the ClasTran Office by the proposal deadline.
- **Attachments:** Executed copies of:
  - Attachment A: Certification of Non-Collusion
  - Attachment B: Certification of Contingent Fees
  - Attachment C: Certification of Fair Employment Practices
  - Attachment D: Conflict of Interest Disclosure
  - Attachment E: DBE Utilization Commitment Form (Not required but preferred)

Notes:

- Attachments A through D should only be completed by the prime consultant.
- All Respondents who elect to provide a copy of Attachment E: DBE Utilization Commitment Form for Consultants and subconsultants claiming such status. The certification must have been obtained from a federal, state or local governmental agency that regularly issues such certification, must have been issued within the past year, and must clearly state the effective date of the certification.

**DBE Utilization**

ClasTran seeks meaningful participation by qualified disadvantaged businesses in its procurement process. For this project, DBE utilization is preferred but not required. Respondents who include the use of DBEs will receive 1.5 additional points toward their final score.

A DBE is defined as, “for-profit small business concerns where socially and economically disadvantaged individuals own at least a 51% interest and also control management and daily business operations.

African Americans, Hispanics, Native Americans, Asian-Pacific and Subcontinent Asian Americans, and women are presumed to be socially and economically disadvantaged.”

**Disposition of Proposals**

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

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

<b>Proposal Structure (No font smaller than 12 point)</b>
1. Letter of Transmittal/Cover Letter 1 page (Not counted towards required page count limit.)
2. Table of Contents 1 page (Not counted towards required page count limit.)
3. Executive Summary
4. Technical Approach & Proposal Services
5. Qualifications
6. Prior Project Experience
7. Availability/ Proposed Project Schedule
8. References – Must be received in the office or postmarked by the proposal deadline. (Not counted towards required page count limit.)
Attachment A: Certification of Non-Collusion (Not counted towards required page count limit.)
Attachment B: Certification of Contingent Fees (Not counted towards required page count limit.)

Attachment C: Certification of Fair Employment Practices (Not counted towards required page count limit.)

Attachment D: Conflict of Interest Disclosure (Not counted towards required page count limit.)

Attachment E: DBE Utilization Commitment Form (Not required nor counts towards required page count limit.)

DBE Certification – Please attach if applicable. (Not required nor counts towards required page count limit.)

**NOTE: Proposals should not exceed 8 single-sided pages, excluding attachments.**

## SECTION 3: SUBMISSION, EVALUATION, AND SELECTION

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### **Submission**

All materials submitted in response to this RFP become the property of ClasTran upon delivery and are to be appended to any formal documentation which would further define or expand the contractual relationship between ClasTran and the Respondent.

Inquiries - Any information which may have been released by ClasTran staff prior to the issuance of this RFP shall be disregarded. Requests for clarification should be directed to the person whose name appears on the title page. Questions should be submitted in writing. Any correspondence related to this RFP should refer to the appropriate RFP title, page, and paragraph.

Inquiries will be summarized in writing for distribution to all respondents via email no later than October 26, 2018.

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

Exceptions - Any desired exceptions to the Scope of Services or terms and conditions of this RFP must be included in the proposal and must address the specific page and paragraph of the RFP in which the conflict exists. A Respondent's preprinted terms and conditions will not be considered as exceptions.

Late Proposals - Late proposals will not be considered and Respondent shall be so notified.

Withdrawal of Proposals - A Respondent (or designated representative) may withdraw their proposal at any time prior to the specified due date and time.

Amendment of Proposal – A written request to amend or clarify a proposal, signed by an authorized representative, must be forwarded to ClasTran with the amendment or clarification.

### **Evaluation**

ClasTran staff and selection committee will evaluate proposals. A shortlist of firms will be developed based on rankings. If the selection committee deems it necessary, firms on the shortlist may be invited to make oral presentations and respond to questions. ClasTran will enter into an agreement with the selected firm.

### Scoring

Written proposals will be evaluated based on the following criteria. Each proposal will be ranked on a scale of 1 to 10, multiplied by a weighted factor. Maximum total score is 100.

WEIGHT FACTOR	CRITERION	STANDARD
4.0	Scope/Approach	- Demonstrates a thorough understanding of the task - Understands objectives, methodology, and results
3.0	Assigned Personnel	- Team members' skills - Adequate number of team members to complete tasks
1.5	Schedule	-Ability to complete before deadlines.
1.5	Previous Related Experience	- Previous relevant experience
Bonus	Disadvantaged Business Enterprise (DBE)	- Level of DBE participation (higher level = more points)

Contract Negotiations – ClasTran may enter into negotiations with the first ranked firm. Based on the information submitted and internal budgetary considerations, ClasTran may request adjustment of the submitted Scope of Work. If negotiations cannot produce a contract, ClasTran can declare an impasse and open negotiations with the second ranked firm. If agreement cannot be reached with the second ranked firm, contract negotiations will begin with the third ranked firm. This process will continue until an agreement is reached with a ranked firm or until all interviewed firms have been exhausted.

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

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

Offer and Acceptance Period - A response to this RFP is an offer to contract with ClasTran based upon the terms, conditions, scope of services and specifications contained herein. Submitted proposals are deemed an irrevocable offer for ninety (90) days after the date and time of opening.

## **SECTION 4: MAJOR CONTRACT PROVISIONS**

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This section is not all-inclusive; it contains major provisions which may affect the development of a proposal.

### **Payment**

Payment will be made in arrears only after submission of proper invoices to ClasTran. The contract for this project is to be a fixed price type. Billing shall represent work completed prior to the invoice date. The invoice shall identify the description of work performed at the contract rates, and individuals performing the services. Payment of any invoice shall not preclude ClasTran from making claim for adjustment on any service found not to have been in accordance with the contract.

### **Taxes**

ClasTran is exempt from Federal Excise Tax, including the Federal Transportation Tax. Exemption certificates will be furnished upon request.

### **Conflict of Interest**

ClasTran reserves the right to preclude offering a work assignment to a Consultant should a real, apparent, or potential conflict of interest exist as determined by ClasTran.

### **Performance Standards**

ClasTran relies upon the Consultant to provide services in accordance with the contract and performance standards established for each work assignment. The Consultant agrees that time is of the essence, and that contractual commitments shall be met.

### **Cancellation**

Failure to perform any or all of the terms, promises and conditions of the contract, including the specifications, may be deemed a substantial breach thereof. Default may be declared at any time if, in the opinion of ClasTran:

- Consultant fails to adequately perform the services required in the contract;
- Consultant attempts to impose service or workmanship which is of an unacceptable quality; or
- Consultant fails to make progress in the performance of the requirements of the contract, and/or gives ClasTran a positive indication that the Consultant will not or cannot perform to the requirements of the contract.

After notice of cancellation, the Consultant agrees to perform the requirements of the contract up to and including the date of cancellation, as though no cancellation had been made, and notwithstanding other legal remedies which may be available to ClasTran because of the cancellation, agrees to indemnify ClasTran for its cost in procuring the services of a new Consultant.

ClasTran shall give the Consultant written notice of default. After receipt of such notice, the Consultant shall have five (5) days in which to cure such failure. In the event the Consultant does not cure such

failure, ClasTran may terminate all or any part of the contract without further consideration by so notifying the Consultant in writing.

### **Contract Termination**

By written notice, ClasTran may terminate the contract, in whole or in part, when it is deemed to be in their best interest. If the contract is so terminated, Consultant will be compensated for work performed up to the time of the notification of termination. In no event shall payment for such costs exceed the current contract price.

### **Availability of Funds**

If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled and the Consultant will only be reimbursed for the reasonable value of any nonrecurring costs borne but not amortized in the price of services delivered under the contract, or which are otherwise not recoverable. The cost of cancellation may be paid from any appropriations available for such purposes.

### **Confidentially**

Consultant acknowledges that information disclosed to it concerning governmental operations during performance of a contract is confidential and/or proprietary and shall not be disclosed to third parties without prior written consent of those governments.

Consultant shall establish and maintain procedures and controls for assuring that no information in its records or obtained from jurisdictions and governmental entities in carrying out its functions under the contract shall be used or disclosed by it. ClasTran reserves the right to review such procedures to ensure acceptability. Persons requesting such information should be referred to ClasTran. All proprietary information and all copies thereof shall be returned to ClasTran upon completion of the work for which it was obtained or developed.

### **Removal of Contract Employees**

Consultant agrees to utilize only experienced, responsible, and capable people in the performance of the work. ClasTran may require that the Consultant remove employees from the project who endanger persons or property or whose continued employment under this project is inconsistent with the interests of ClasTran.

### **Contract Term**

The term of any resultant contract shall commence on the date of Notice to Proceed, unless terminated, canceled, or extended as otherwise provided herein.

### **Contract Extension**

ClasTran reserves the right to extend the contract period for 31 days beyond the stated expiration date. In addition, by mutual written agreement, any contract may be extended for supplemental periods up to a maximum of 120 days.

**Insurance**

Without limiting its liability, Consultant shall maintain the following insurance during the life of the contract: worker's compensation, comprehensive general liability, automobile liability, and professional liability. Consultant shall provide CLASTRAN with a standard Certificate of Insurance as evidence of this coverage. The amounts of coverage shall be negotiated as part of the contract, but shall generally be sufficient to protect ClasTran from liability as a result of this project. Coverage shall not be canceled, reduced, or allowed to lapse without written notice to CLASTRAN.

## SECTION 5: PROTEST PROCEDURES

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All protests must be submitted in writing to ClasTran, who will act as the point of contact. The protest must include all of the following information:

- Protester's name and address
- Protester's contact name and telephone number
- A complete statement for each of the areas which the protester disputes
- A complete statement of the grounds for protest
- Full documentation of the Respondent's claim

Any potential Respondent believing that this RFP contains restrictive specifications or any other improprieties may file a protest with ClasTran. Such protest shall be received no later than ten (10) business days prior to the proposal due date and time. ClasTran will respond to the protest within five (5) business days of receipt of the protest. The protester will have five (5) business days to appeal the initial response of ClasTran. Once an appeal has been received, ClasTran Executive Director, in consultation with legal counsel, will render a final decision in writing within ten (10) business days.

Responses to protests received before contract award will be given within ten (10) business days of receipt. The protester will have five (5) business days to appeal the initial response. Once an appeal has been received, ClasTran Executive Director will render his final decision in writing within ten (10) business days.

Protests filed after contract award must be received by ClasTran within five (5) business days after notification of award. ClasTran will respond within five (5) business days. The protester will have five (5) business days to appeal the initial response. Once an appeal has been received, ClasTran Executive Director will render the final decision in writing within ten (10) business days.

If the initial procurement has been acted upon (resolution of contract approval) by ClasTran, the response of ClasTran shall be reported to ClasTran Executive Board. The authorizing party will then issue a decision and authorize ClasTran to take corrective action, if necessary. In all other cases, ClasTran Executive Director, in consultation with legal counsel, will make the final decision.

## **SECTION 6: REQUIRED FORMS**

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

Attachment A: Certification of Non-Collusion

Attachment B: Certification of Contingent Fees

Attachment C: Certification of Fair Employment Practices

Attachment D: Conflict of Interest Disclosure

Attachment E: Disadvantaged Business Enterprise (DBE) Utilization

DBE Certification (If applicable - as an attachment)

Attachment F: Reference Form (To be sent in separately by the referring company representative)

## ATTACHMENT A: CERTIFICATION OF NON-COLLUSION

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

- (1) This proposal was developed and submitted independently and without consultation, communication, collusion, understanding, or agreement with any other Respondent or potential Respondent.
- (2) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract.
- (3) This proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive application.
- (4) \_\_\_\_\_ (name of firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not, in the last five years, been convicted of or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

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

\_\_\_\_\_  
Name and Title/Position of Signatory

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Respondent/Firm

\_\_\_\_\_  
Date

\_\_\_\_\_  
Business Address

## **ATTACHMENT B: CERTIFICATION OF CONTINGENT FEES**

The Respondent acknowledges that no ClasTran assistance has been paid or will be paid on its behalf to any person(s) for influencing or attempting to influence an officer or employee of ClasTran, member of ClasTran Executive Committee, an officer or employee of any ClasTran member jurisdictions, or officer or employee of any MPO member jurisdictions in connection with the award of any ClasTran contract, the making of any ClasTran grant or loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any ClasTran contract, grant, loan, or cooperative agreement.

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

---

Name and Title/Position of Signatory

---

Signature

---

Name of Respondent/Firm

---

Date

---

Business Address

**ATTACHMENT C: CERTIFICATION OF FAIR EMPLOYMENT PRACTICES**

The undersigned states that \_\_\_\_\_ (Respondent), by its employment policy, standards and practices, does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal, or laying off of any individual due to his/her race, creed, color, national origin, age, sex, religion, or disability.

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

\_\_\_\_\_  
Name and Title/Position of Signatory

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Respondent/Firm

\_\_\_\_\_  
Date

\_\_\_\_\_  
Business Address

## ATTACHMENT D: CONFLICT OF INTEREST DISCLOSURE

### Instructions

ClasTran, in keeping with the State of Alabama Ethics Law, asks that all persons or firms seeking contracts valued at \$50,000 or more complete and submit this form along with their proposal. This requirement also applies to any proposed subcontractors whose portion of the work is valued at \$25,000 or more. Failure to comply with this requirement may cause your proposal to be declared non-responsive.

### Questions

1. Does your firm have an existing relationship any employee(s) of ClasTran, and/or member(s) or officer(s) of the Executive Committee or the MPO that could be construed as having a conflict of interest (i.e., financial interest), or which would give rise to a conflict if your firm becomes a recipient of a contract with ClasTran?

YES  NO

If "yes," please list the names of employee(s), committee member(s), or officer(s) and the nature of the relationship:

Name: \_\_\_\_\_

Relationship: \_\_\_\_\_

2. Have you or any member of your firm been an employee of ClasTran, served as a member of the Executive Committee, or as an MPO officer within the last 24 months?

YES  NO

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

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

3. Are you or any manager(s), partner(s), or officer(s) of your firm related by blood or marriage/domestic partnership to an employee of ClasTran, Executive Committee member, or MPO officer that is considering your contract proposal?

YES  NO

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

Name: \_\_\_\_\_

Relationship: \_\_\_\_\_

4. In the last 24 months, have you or any members of your firm been a business partner of, employed, or about to employ an employee of ClasTran, Executive Committee member, or officer the MPO?

YES  NO

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

Name: \_\_\_\_\_

Relationship: \_\_\_\_\_

5. Have you or any manager(s), partner(s), or officer(s) of your firm ever given (directly or indirectly), or offered to give on behalf of another or through another person, contribution(s) (including political contributions) or gift(s) to any current employee of ClasTran, Executive Committee member, or MPO officer?

YES  NO

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

Name: \_\_\_\_\_

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

Value: \_\_\_\_\_

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

\_\_\_\_\_  
Name and Title/Position of Signatory

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Respondent/Firm

\_\_\_\_\_  
Date

\_\_\_\_\_  
Business Address

## ATTACHMENT E: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION FORM

<b>Name of Prime Contractor:</b>	_____
Project:	_____

<b>Name of DBE Contractor:</b>	_____
Address:	_____
Type of Work to be Performed:	_____
	_____
Projected Date for Work:	_____
Percentage of Total Proposal:	_____

<b>Name of DBE Contractor:</b>	_____
Address:	_____
Type of Work to be Performed:	_____
	_____
Projected Date for Work:	_____
Percentage of Total Proposal:	_____

<b>Name of DBE Contractor:</b>	_____
Address:	_____
Type of Work to be Performed:	_____
	_____
Projected Date for Work:	_____
Percentage of Total Proposal:	_____

The undersigned will enter into a formal agreement with the above Disadvantaged Business Enterprise(s) for work listed in this schedule, conditioned upon execution of a contract with ClasTran.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title/Position

## ATTACHMENT F: REFERENCE FORM

This is a reference questionnaire for an Operational Analysis for which Birmingham Regional Paratransit Consortium d/b/a ClasTran has issued a request for proposal. You are being given this form to provide a reference for a contractor/subcontractor responding to ClasTran's Request. The individual responding to this questionnaire must be a responsible party of the organization for which the services were provided and have comprehensive knowledge about the services provided. If there are problems with the survey or an alternative format is needed, please contact:

**Bacarra Sanderson Mauldin, Interim Executive Director**

Telephone: (205) 325-8787

Email: [sspencer@ClasTran.com](mailto:sspencer@ClasTran.com)

Please complete this reference form and return to:

**Birmingham Regional Paratransit Consortium d/b/a ClasTran**

**Mailing Address:** P.O. Box 10386, Birmingham, Alabama 35202

**Delivery Address: c/o Jefferson County Department of Roads and Transportation**

716 Richard Arrington, Jr. Boulevard A-200, Birmingham, Alabama 35203

No forms will be accepted by facsimile or electronic mail. Forms must be postmarked no later than November 16, 2018.

Reference Name:	
Company Name:	
Phone:	Email:
Name of contractor you are providing a reference for.	
Briefly Describe the type of services that were provided.	
Did the contractor provide skilled and qualified staff to perform the job:	
Were there any changes in key personnel?	
If so, what were the changes and the surrounding circumstances?	
Were the terms and conditions of the service agreement adhered to?	
Did the services provided meet your expectations?	

Did the contractor provide satisfactory and timely responses to inquiries?
Do you feel as though the contractor was knowledgeable regarding the contracted project?
Did the contractor provide any value added services that benefited your company?
Would you utilize the services of the contractor again?
How would you rate the overall service provided by the contractor?
Were extensions granted

**Please rate the following for the contractor:**

	Excellent	Above Average	Average	Below Average	Poor	N/A
Their work was timely						
Their work was accurate						
Key personnel knowledgeable about relevant subject matter pertaining to the project.						
They kept you informed of progress and made efforts to maintain contact regarding progress.						
They addressed questions and concerns.						
The quality of responses to questions and concerns.						
Timeliness of response to inquiries.						
The project was delivered on time and within contract budget.						
They were easy to work with.						
Contractor overall performance						
Final Product						

Completed By: \_\_\_\_\_

(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

<b>For Office Use Only:</b>	
Received by:	Date:
Respondent:	