

NEVADA COUNTY TRANSPORTATION COMMISSION

REQUEST FOR PROPOSAL

TO PREPARE A

TRANSIT FUNDING EQUITY STUDY

I. PURPOSE OF REQUEST FOR PROPOSAL

The Nevada County Transportation Commission (NCTC) is a Regional Transportation Planning Agency (RTPA) created pursuant to Title 7.88, of the State of California Government Code, Section 67920. The mission of NCTC is to plan, communicate, and coordinate with the citizens and decision makers of Grass Valley, Nevada City, Nevada County, Town of Truckee, and with Caltrans to identify transportation needs, propose solutions, and assist in implementing projects to create a balanced regional transportation system, while protecting the rural qualities and historic character of Nevada County.

As part of the regional transportation planning process, NCTC in coordination with Nevada County and the Town of Truckee is seeking proposals from firms with qualifications and experience requisite to prepare a study that will review the fiscal and operating characteristics of Nevada County's and Truckee's transit services and provide an objective opinion as to whether the current NCTC distribution policies provide an equitable amount of funding to each transit service.

II. SCOPE OF WORK/SERVICES REQUESTED

Task 1.0: Project Meetings and Coordination

Task 1.1: Project "Kick-off" Meeting: NCTC staff will hold an initial "kick-off" meeting with the Project Advisory Committee (PAC), and the selected project consultant to finalize project goals and objectives, project deliverables, and timeline; and identify any critical and/or regional issues as background to the project. In conjunction with this meeting, the consultant will review prior studies and other related documents and identify any data needs that will be required.

Task 1.2: PAC Meetings: This study will be guided by a PAC consisting of staff representatives of NCTC, Nevada County Transit Services Division, Town of Truckee, and other appropriate stakeholders. NCTC will be responsible for establishing the PAC. The consultant will meet with the PAC at the outset of the study, and meetings will be held at key points during the course of the study development.

Task 2.0: Data Collection

Task 2.1: Review Data from most recent transit development plans and operation reports: The consultant will conduct a review and analysis of transit operating data from both services. The consultant will also review data already prepared by NCTC, Nevada County, and Town of Truckee related to generation of sales tax by jurisdiction, deferred revenue, unused allocation of funds, and the review of transit financials for each agency.

Task 2.2: Review NCTC funding allocations and operator utilization of funds: The consultant will review all transit funding available from NCTC and their utilization of allocations for the two services including the review of sales tax/LTF revenue generated by jurisdiction, the amount of LTF revenue returned to NCTC, and the LTF apportionments by jurisdiction.

Task 3.0: Analyze and Compare Funding for Transportation Services

Task 3.1: Develop metrics to enable comparison of the operation characteristics and funding: Using demographic and operating data, the consultant will develop metrics that will enable a comparison of the funding provided to the two services. Based on the results of the comparison, develop recommended future funding apportionment methodologies, and identify how future funding may be allocated to the two services.

Task 4.0: Draft Report

Task 4.1: Preparation and Presentation of Draft Report: The consultant will prepare an administrative draft report for review and comment by the PAC. The administrative draft is to be provided in Adobe Acrobat. Comments received from the PAC will be incorporated into the final draft report and presented by the consultant to the Nevada County Transportation Commission and Truckee Town Council.

Task 5.0: Final Report

Task 5.1: Preparation and Presentation of the Final Report: The consultant will consider and incorporate the comments received on the draft report into the final report, as appropriate, and present it at a meeting of the NCTC if requested.

III. DELIVERABLE PRODUCTS

The consultant must provide to NCTC an electronic PDF copy of the administrative draft report for review and comment by the Project Advisory Committee. The consultant must provide six (6) bound copies and a reproducible original on USB flash drive of the draft report for review and comment prior to finalization. Once changes and considerations are fully addressed, the consultant must complete the final report and deliver fifteen (15) bound copies, one reproducible unbound original copy, and an electronic version on USB flash drive to NCTC. Format for electronic versions will be Microsoft Word, Excel, and PDF.

IV. PROPOSAL FORMAT

The proposal should be limited to specific discussions of the elements outlined in this RFP. The intent of the RFP is to encourage responses which meet the stated requirements and which propose the best methods to accomplish the work within the stated budget. The proposal should follow the general outline in the order shown below:

- A. **Introduction:** (Maximum 3 pages). A brief description of the consultant's firm, including the year the firm was established, type of organization of firm (partnership, corporation, etc.), and any variation in size over the last five years, along with a statement of the firm's qualification for performing the subject services. Also a brief summary of the firm's experience with similar projects.
 - B. **Technical Approach:** The firm's proposed work plan and time schedule to address the scope of work.
 - C. **Project Team:** An organizational chart depicting the individual or team proposed by the firm and time allowed by each team member. A brief summary of the qualifications and experience of each member proposed to work on the project. To assure that the designated personnel are used for the project, reassignment of and/or substitution of any member of the designated project team shall have prior approval by NCTC's Executive Director.
 - D. **Project Schedule and Costs:** The proposed project schedule and cost, including the method of compensation, the hourly rate for principals, employees to be assigned to this project, and a summary of any other related costs that are to be billed directly. A detailed schedule of proposed costs shall be included in the proposal.
 - E. **Subconsultants:** That portion, if any, of the total project for which the firm will require the services of a subcontracting firm.
 - F. **References:** A list of references for similar projects, including contact person, phone numbers, and the professional staff who performed the work.
-

V. PROPOSAL SUBMITTAL

Proposals are to be received at the NCTC office no later than **5:00 p.m., Friday, April 6 2018**. The transmittal letter should include the name, title, address, phone number, an original signature of an individual with authority to negotiate on behalf of and to contractually bind the consultant or consulting firm, and who may be contacted during the period of proposal evaluation. The letter must also include a statement acknowledging that the consultant or consultant firm has reviewed and accepted NCTC sample agreement (attached as Part A) with or without qualifications. Only one transmittal letter need be prepared to accompany all copies of the technical and cost proposals. Deliver three (3) bound copies of the proposal and one (1) electronic version on a USB flash drive, to Nevada County Transportation Commission, 101 Providence Mine Road, Suite 102, Nevada City, CA 95959. Late proposals will not be accepted.

The consultant may ask for clarification of the RFP by submitting written questions to NCTC's Executive Director, Daniel Landon at dlandon@nccn.net. **Questions regarding this RFP must be submitted by March 19, 2018. No response will be given to verbal questions.** NCTC reserves the right to decline a response to any question if, in NCTC's assessment, the information cannot be obtained and shared with all potential organizations in a timely manner. A summary of the questions submitted, including responses deemed relevant and appropriate by NCTC, will be provided on or about March 23, 2018, to all firms that reply by email and indicate they plan to respond to the RFP.

VI. SCHEDULE OF ACTIVITIES

ACTIVITIES	DATE
Distribute RFP	March 8, 2018
Proposals Due	April 6, 2018
Selection Committee Review of Proposals	April 9-13, 2018
Oral Presentations if Needed	April 18, 2018
Consultant Selection	April 23, 2018
Scope of Work Finalized/Contract Execution	May 16, 2018
Consultant Work to Begin	May 17, 2018
Project Kick-Off Meeting	May 24, 2018
Draft Report for Circulation and Comment	August 24, 2018
Present Draft Report to NCTC	September 19, 2018
Present Final Report to NCTC	November 21, 2018

The proposed project schedule may be adjusted to meet the needs of NCTC or the consultant.

VII. EVALUATION AND SELECTION PROCESS

EVALUATION CRITERION

A Selection Committee will perform an in-depth analysis of all proposals, carefully evaluating each one with the following criterion:

	Relative Weight/Maximum Points
1. Understanding of project requirements, issues, and challenges.	15
2. Approach to be followed and tasks to be performed, including detailed steps, resources required, and proposed project schedule.	15
3. Specialized experience and technical competence of personnel to be assigned to project.	20
4. Relative allocation of resources to key tasks, including the time and skills of personnel assigned to the task and the consultant's approach to managing resources and project output.	15

5.	Qualifications of the project leader and assurance of involvement in the project.	15
6.	Proposed cost to accomplish the RFP scope of work.	<u>20</u>
	Total Points Possible	100

The Selection Committee may recommend selection of a consultant firm based on the evaluation of the proposals or may decide to entertain formal oral interviews of the proposers placed on a short list of proposers. If oral interviews are held, the evaluation of the oral interviews will determine the selection of the recommended consultant firm.

In oral interviews, if held, the consultant would be expected to provide a 15 minute oral presentation that will be followed by a 15 minute question and answer period during which the committee may question the prospective consultants about their proposed approaches.

ORAL INTERVIEW EVALUATION CRITERION

The Selection Committee will carefully evaluate the oral interview based on the following criterion:

	Relative Weight/Maximum Points
1.	Presentation by Consultant Team (Overview of Team and Approach to Scope) 25
2.	Q&A Session: Responses to Panel Questions <u>25</u>
	Total Points Possible 50

A consultant will be selected by the selection committee on or before April 23, 2018, based on the evaluation process described above.

NCTC reserves the right to reject any or all proposals or to waive minor irregularities in said proposal, and reserves the right to negotiate minor deviations to the proposal with the successful consultant. NCTC reserves the right to award a contract to the firm or individual that presents the proposal, which, in the sole judgment of the Commission, best accomplishes the desired results.

The RFP does not commit NCTC to award a contract, to pay any costs incurred in the preparation of the contract in response to this request, or to procure or contract for services or supplies. NCTC reserves the right to withdraw this RFP at any time without prior notice.

All proposals, whether selected or rejected, shall become the property of NCTC.

VIII. PAYMENTS AND FINANCIAL CONDITIONS

A “not to exceed” budget of \$50,000 has been approved for the contract portion of the Transit Funding Equity Study. At the time of contract negotiations, a payment schedule and amount will be agreed upon between the NCTC and the consultant.

The NCTC will not provide financial assistance to the consultant beyond negotiated fees, but will collaborate with the consultant and give reasonable cooperation in the collection of information and facilitation of meetings with appropriate agencies.

The contract that results from this Request for Proposal will specify a maximum price. All applicable costs may be charged to the contract within the fixed price limit. Appropriate charges may include wages and salaries, overhead, travel, materials, and subcontractor costs.

IX. LIMITATIONS ON CONSULTANT

- A. All reports and pertinent data or materials are the sole property of NCTC and may not be used, reproduced or released in any form without the explicit, written permission of NCTC.
- B. The consultant should expect to have access only to the public reports and public files of local governmental agencies in preparing the proposal or reports. No compilation, tabulation, or analysis of data, definition of opinion, etc., should be anticipated by the consultant from the agencies, unless volunteered by a responsible official in those agencies.

X. CONFLICT OF INTEREST

No consultants, subcontractor, or member of any firm proposed to be employed in the preparation of this project may have a past, ongoing, or potential involvement which could be deemed a conflict under the Fair Political Practices Act or other law. During the term of the Agreement, the consultant shall not accept any employment or engage in any consulting work that would create a conflict of interest with NCTC or in any way compromise the services to be performed under the Agreement. The consultant shall immediately notify NCTC of any and all potential violations of this paragraph upon becoming aware of the potential violation.

XII. EQUAL EMPLOYMENT OPPORTUNITY/TITLE VI COMPLIANCE

The consultant shall comply with Title VI of the Civil Rights Act of 1964, as amended, and with the provisions contained in 49 CFR Part 21 through Appendix C and 23 CFR 710.405 (b).

- A. During the performance of contract, the consultant and its subcontractors shall not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religion, national origin, physical disability, mental disability, medical condition, age or marital status.
- B. The consultant and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C. The consultant shall comply with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemented in the Department of Labor Regulation (41 CFR Part 60), the California Fair Employment and Housing Act, and any other applicable federal and state laws and regulations relating to equal employment opportunity, including the provisions of the Fair Employment and Housing Act (Government Code § 12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, § 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §§ 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into the contract by reference and made a part hereof as if set forth in full. The consultant and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- D. Solicitations for Subcontractors, including procurement of materials and equipment: In all solicitations either by competitive bidding or negotiations made by the consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the consultant of the consultant's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age, or national origin.

- E. Information and Reports: The consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NCTC or the Federal Transit Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information is required of the consultant which is in the exclusive possession of another who fails or refuses to furnish this information, the consultant shall so certify to NCTC or the Federal Transit Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- F. Sanctions for Noncompliance: In the event of the consultant's noncompliance with the nondiscrimination provisions of the contract, NCTC shall impose such contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including, but not limited to:
 - i. Withholding of payments to the consultant under the contract until the consultant complies, and/or,
 - ii. Cancellation, termination or suspension of the contract, in whole or in part.
- G. Incorporation of Provisions: The consultant shall include the provision of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The consultant shall take such action with respect to any subcontract of procurement as NCTC or the Federal Transit Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the consultant may request that NCTC enter into such litigation to protect the interests of NCTC. In addition, the consultant may request the United States to enter into such litigation to protect the interests of the United States.
- H. Subcontracts: All subcontracts awarded shall contain provisions requiring compliance with Title VI of the Civil Rights Act of 1964, as amended. Accordingly, 49 CFR Part 21 through Appendix C and 23 CFR 710.405 (b) shall be made applicable by reference in all subcontracts.

XII. CONTRACT ARRANGEMENTS

The consultant is expected to execute a contract similar to NCTC's Professional Services Agreement, which meets the requirements of all applicable laws and regulations.

1. Disadvantaged Business Enterprise (DBE) Program Considerations

The Agreement with the consultant selected is subject to Title 49, Part 26 of the Code of Federal Regulations (49 CFR 26) entitled, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Bidders who obtain DBE participation on the Agreement will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

DBE and other small businesses, as defined in Title 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of the contract. The consultant shall carry out the applicable requirements of 49 CFR, Part 26 in the award and administration of U.S. Department of Transportation assisted contracts. Failure by the consultant to carry out these requirements is a material breach of the contract, which may result in the termination of the contract or such other remedy, as recipient deems appropriate.

Any subcontract entered into as a result of the Agreement shall contain all of the provisions of this section. NCTC also advises that participation of DBEs is not a condition of award.

The attached Exhibit 10-O1 from Chapter 10 of the Caltrans Local Assistance Procedures Manual entitled, "Local Agency Proposer DBE Commitment (Consultant Contracts)" must be signed and dated by the consultant submitting the proposal. Also, list a phone number in the space provided and print the name of the person to contact.

The attached Exhibit 10-O2 from Chapter 10 of the Caltrans Local Assistance Procedures Manual entitled, "Local Agency Proposer DBE Information (Consultant Contracts)" must be signed and dated by the consultant submitting the proposal. Also, list a phone number in the space provided and print the name of the person to contact.

2. Title VI of the Civil Rights Act of 1964:

The consulting firm and NCTC shall comply with the nondiscrimination program requirements of Title VI of the Civil Rights Act of 1964 as amended and the regulations of the U.S. Department of Transportation issued there under in 49 CFR Part 21.

3. Equal Employment Opportunity:

NCTC will not exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract on the basis of race, religion, creed, medical condition, color, marital status, ancestry, sex, age, national origin, or disability. In addition, NCTC requires that any consulting firm hired to perform any work activity does not discriminate against any employee or applicant for employment because of race, religion, creed, medical condition, color, marital status, ancestry, sex, age, national origin, or disability.

XII. INSURANCE

The consultant shall provide evidence of insurance as stated in the contract prior to execution of the contract.

XIV. TERMINATION OF CONTRACT

Upon failure of performance by the other party, or at NCTC's convenience, either party may terminate the contract upon ten (10) days written notice to the other party. If the contract is to be terminated, the consultant shall be paid the amount due for work properly completed and approved by NCTC, up to the date of the notice of termination, based on the actual costs to the consultant attributable to the project, less any compensation to NCTC for damages suffered as a result of Consultant's failure to comply with the terms of the contract.

XV. CONTACT PERSON

Daniel B. Landon, Executive Director
Nevada County Transportation Commission
101 Providence Mine Road, Suite 102
Nevada City, CA 95959
Phone: (530) 265-3202
Fax: (530) 265-3260
Email: dlandon@nccn.net

attachments:

Part A – Agreement
Exhibit 10-O1
Exhibit 10-O2