

**NEVADA COUNTY TRANSPORTATION COMMISSION**  
**REISSUANCE OF REQUEST FOR PROPOSAL**  
**STATE ADVOCACY SERVICES**

**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 the NCTC is to plan, communicate, and coordinate with the citizens and decision makers of Grass Valley, Nevada City, Nevada County, the 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 the RTPA with jurisdiction over Nevada County, NCTC actively monitors state legislation and transportation policy proposals to ensure that they align with the regional goals and objectives and do not unintentionally disadvantage priority projects for funding consideration. Often legislative and transportation policy proposals are developed through an “Urban Lens” with a “One Size Fits All Approach” and without consideration to the applicability or consequences of implementation in rural parts of the state. It is critical that NCTC stay abreast of legislation and policy proposals to ensure opportunities for advocacy are maximized.

One recent example of this was the incorporation of the Caltrans Strategic Investment Strategy (CSIS) into the Senate Bill 1, Active Transportation Program, and non-State Highway Protection Program funding program criteria. The draft criteria raised concerns that rural context was not being correctly considered and the proposed implementation of Vehicle Miles Traveled policies were not being appropriately applied in the criteria; thereby unfairly disadvantaging rural highway projects. The criteria were essentially developing a defacto net-zero VMT policy, which is not in alignment with Climate Action Plan for Transportation Infrastructure (CAPTI) that indicates support for projects that do not “significantly increase VMT.” While new funding opportunities have been established through the Infrastructure Investment Jobs Act, SB1 Competitive Programs, Active Transportation Program (ATP), and other current state programs, rural areas are at risk of being disadvantaged by new grant criteria and subsequently in securing the needed funding to deliver priority regional projects.

NCTC is currently managing the Rural Induced Demand Study, on behalf of the Rural Counties Task Force, to examine the applicability of the concept of Induced Demand in rural settings. Once this study is complete, advocacy efforts will be needed to ensure the study findings are incorporated into state guidance for rural areas.

Additionally, due to increasing transit operational costs and unfunded mandates requiring fleet electrification, additional state funding is needed for both transit operations and capital. Many rural transit agencies are not facing the same fiscal cliff as their urban counterparts. However, additional funding is needed for service enhancements that will attract ridership and make transit a competitive alternative to the automobile. This is especially important in rural areas in order for public transit play a significant role in achieving state goals of reducing Vehicle Miles Traveled.

NCTC is looking for strategic advocacy services to:

- Work with the Governor’s Administration, California State Transportation Agency (CalSTA), Caltrans, California Transportation Commission (CTC), Legislature and other appropriate groups to ensure the guidelines and funding criteria governing the implementation of the transportation infrastructure policies are equitable for Nevada County projects and priorities.
- Assist NCTC in sharing the findings of the Rural Induced Travel Demand Study and advocating implementation into state guidance in coordination with the Governor’s Administration, California

legislators, Governor's Office of Planning and Research, California Air Resources Board, CalSTA, Caltrans, CTC, and other appropriate parties.

- Assist NCTC in working with CalSTA, Caltrans, CTC, and other appropriate parties to identify opportunities to increase the Transportation Development Act funds available to transit operations in Nevada County.
- Assist NCTC in working with regional agencies, CalSTA, Caltrans, CTC, the California Office of Emergency Services, and other appropriate parties to develop a statewide understanding for the significance of fire evacuation route infrastructure improvements and identifying potential funding sources.
- Assist NCTC in obtaining maximum funding for Nevada County safety, operational, and evacuation priority projects along the State Route 49 corridor and to help to demonstrate they are consistent with state goals and policies.
- Assist NCTC in seeking funding to deliver projects identified in the NCTC Active Transportation Plan for its member agencies.
- Assist NCTC with maximizing the funding potential of the Nevada/Placer Highway 49 Comprehensive Multimodal Corridor Plan.
- Assist NCTC in fostering its relationship with Placer County Transportation Planning Agency, Tahoe Regional Planning Agency, Washoe County Transportation Commission, Tahoe Transportation District, and the Nevada Department of Transportation for projects of joint interest to the agencies such as the Sacramento/Reno/Tahoe Rail Feasibility Study.
- Assist NCTC with monitoring state legislative proposals and related advocacy.
- Assist NCTC to be actively engaged in pursuing funding opportunities through the state budget process.

The consultant chosen will assist with the annual preparation of the Agency's State Priorities and Legislative Platform.

More information about NCTC can be found on the Agency website at [www.nctc.ca.gov](http://www.nctc.ca.gov)

## **II. SCOPE OF WORK/SERVICES REQUESTED**

NCTC seeks an individual or firm to provide advocacy services for NCTC to work with staff to develop and implement strategies to maximize funding for Nevada County priority and programmatic areas of interest as noted above. Typical duties would include meeting with key transportation and elected officials to obtain support, advising NCTC staff on implementation of strategies, coordinating with advocates for member jurisdictions to strategically align approaches and maximize effectiveness, and otherwise represent NCTC priorities with state officials. Attendance at Commission meetings may be required on an "as needed" basis. However, a status report on legislative activities and meetings would be expected for each bi-monthly Commission meeting.

In addition to experience in transportation advocacy with government agencies, individuals or firms should have expertise relating to the following areas: state transportation policy development, Senate Bill 1, Senate Bill 743, Climate Action Plan for Transportation Infrastructure, state legislative processes, Transportation Development Act, Regional Transportation Planning policies, State Transportation Improvement Program (STIP) and Senate Bill 45, and state transportation project development and funding procedures.

### III. PROPOSAL FORMAT

A qualifying proposal must address all the following points, 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.
- B. **Firm's Qualifications:** Include a brief summary of the firm's experience with transportation agencies similar to NCTC.
- 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 Compensation:** The proposed method of compensation, monthly retainer, the hourly rate for principal and employees to be assigned to this Agency and a summary of any other related costs that are to be billed directly. A detailed schedule of proposed costs should include yearly costs for the first three years and additional yearly costs for two potential one-year options, to be awarded at NCTC's discretion via an amendment to the agreement. A budget of \$50,000 (fifty thousand dollars) has been approved for the first year of a three-year contract to provide State Advocacy Services to NCTC.
- E. **Subconsultants:** Identify any subconsultants that may be used to implement the strategy.
- F. **References:** A list of references for similar clients, including contact person, phone numbers, and the professional staff who performed the work.
- G. **Exceptions:** Describe any and all proposed exceptions, alterations or amendments to the Scope of Work or other requirements of this RFP, including the NCTC Standard Agreement attached hereto as Part A. The nature and scope of your proposed exceptions may affect the evaluation of your submittal and the Agencies determination of whether it is possible to successfully negotiate a contract with your firm/individual.

### IV. PROPOSAL SUBMITTAL

Proposals are to be received at the NCTC office no later than **4:00 p.m. on August 7, 2023.** The transmittal letter should include the name, title, address, phone number, and 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 consulting firm has reviewed and accepted the attached NCTC Standard Agreement 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 proposals and one (1) unbound original, suitable for reproduction, and an electronic version on 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 Aaron Hoyt, NCTC's Deputy Executive Director, at [ahoyt@nccn.net](mailto:ahoyt@nccn.net). Questions regarding this RFP must be submitted by **July 19, 2023.** 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 **July 21, 2023** to all firms that receive the RFP.

## V. SCHEDULE OF ACTIVITIES

ACTIVITIES	DATE
Email RFP	July 7, 2023
Deadline for Written Questions	July 19, 2023
Responses to Written Questions	July 21, 2023
Proposals Due	August 7, 2023
Selection Committee Review of Proposals	August 8 - 18, 2023
Oral Presentations if Needed	August 30, 2023
Consultant Selection	September 1, 2023
Contract Execution	September 20, 2023
Consultant Begin Work/Project Kick-off meeting	October 2, 2023

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

## VI. EVALUATION AND SELECTION PROCESS

### PROPOSAL EVALUATION CRITERIA

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

	Relative Weight/Maximum Points
1. Understanding of project requirements, issues, and challenges.	35
2. Specialized experience and technical competence of personnel to be assigned to project.	35
3. Qualifications of the project leader and assurance of involvement in the project.	20
4. Proposed cost to accomplish the RFP scope of work.	<u>10</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 proposers placed on the final 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 30-minute question and answer period, during which the committee may question the prospective consultant about their proposed approaches.

### ORAL INTERVIEW EVALUATION CRITERIA

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

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

All finalists may be required to participate in negotiations and submit cost, technical, or other revisions of their proposals as may result from negotiations. However, each initial proposal should be submitted on the most favorable terms from a cost and a technical viewpoint.

A consultant will be selected by NCTC staff on or before **September 1, 2023**, based on the Selection Committee evaluation process described above.

## **VII. GENERAL CONDITIONS**

- A. **Limitations:** NCTC reserves the right to reject any or all proposals or to waive any irregularity or informality in any proposal or in the RFP procedure and to be the sole judge of the responsibility of any proposer and of the suitability of the materials and/or services to be rendered. NCTC reserves the right to negotiate minor deviations to the proposal with the successful consultant.
- B. **Award:** 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. Further, NCTC reserves the right to modify the RFP schedule described above.

NCTC may ask RFP finalists to present oral briefings of their proposals. All finalists may be required to participate in negotiations and submit such price, technical, or other revisions of their proposals as may result from negotiations. NCTC also reserves the right to award the contract without oral briefings or discussion, based upon the initial written proposals. Accordingly, each initial proposal should be submitted on the most favorable terms from a price and a technical viewpoint.

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. NCTC will award the contract on a “best value” basis.

- C. **RFP Addendum:** Any changes to the RFP requirements will be made by written addenda issued by NCTC and shall be considered part of the RFP. Upon issuance, such addenda shall be incorporated in the agreement documents, and shall prevail over inconsistent provisions of earlier issued documentation.
- D. **Verbal Agreement or Conversation:** No prior, current, or post award verbal conversations or agreement(s) with any officer, agent, or employee of NCTC shall affect or modify any terms or obligations of the RFP, or any contract resulting from this RFP.
- E. **Precontractual Expense:** NCTC shall not be liable for any precontractual expenses incurred by any proposer or selected contractor. Proposers shall not include any such expenses as part of the price proposed in response to this RFP. NCTC shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.
- F. **Signature:** By submitting a proposal, the proposer certifies that his or her name or the consultant firm’s name, as well as the name of proposer subcontractors, does not appear on the Comptroller General’s list of ineligible contractors for federally assisted projects.
- G. **Confidentiality:** All proposals, whether selected or rejected, shall become the property of the NCTC. Until award of a contract, the proposals shall be held in confidence and shall not be available for public review. No proposal shall be returned after the date and time set for the opening thereof. Upon award of a contract to the successful proposer, all proposals shall be public records.

## **VIII. PAYMENTS AND FINANCIAL CONDITIONS**

A budget of \$50,000 (fifty thousand dollars) has been approved for the first year of a three-year contract to provide State Advocacy Services to NCTC. A detailed schedule of proposed costs should include yearly costs for the first three years and additional yearly costs for two potential one-year options, to be awarded at NCTC's discretion via an amendment to the agreement.

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 RFP 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**

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.

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**

Consultants, subcontractors, and members of any firm proposed to be employed in the preparation of this project must disclose to NCTC any actual, apparent, or potential conflict of interest under the Fair Political Practices Act or other law. If the consultants or firm have no conflict of interest, a statement to that effect shall be included in the proposal.

During the term of this 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 this Agreement. The Consultant shall immediately notify NCTC of any and all potential violations of this paragraph upon becoming aware of the potential violation.

## **XI. CONTRACT ARRANGEMENTS**

The consultant is expected to execute a contract similar to the enclosed NCTC's Professional Services Agreement, that includes:

### **1. 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.

### **2. 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 successful firm or individual shall provide evidence of insurance as stated in the contract prior to execution of the contract.

## **XIII. 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.

## **XIV. CONTACT PERSON**

Michael Woodman, 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: [mwoodman@nccn.net](mailto:mwoodman@nccn.net)

attachments

Part A – NCTC Standard Agreement