

NEVADA COUNTY TRANSPORTATION COMMISSION
REQUEST FOR PROPOSAL
TO PREPARE
TRIENNIAL PERFORMANCE AUDITS
FOR FISCAL YEARS 2021/22, 2022/23, 2023/24

I. PURPOSE OF REQUEST FOR PROPOSAL

Nevada County Transportation Commission (NCTC) invites qualified auditors to submit proposals to conduct performance audits of NCTC and of the transit/paratransit services under NCTC's jurisdiction, the County of Nevada and the Town of Truckee, for Fiscal Years 2021/22, 2022/23, and 2023/24. The California Public Utilities Code (PUC), Section 99246 (a) requires NCTC to designate entities other than itself or an operator, to make a performance audit of its activities and the activities of each operator to whom it allocates funds. NCTC is not required to conduct performance audits of services that receive funding under Article 8 of the Transportation Development Act (TDA). However, NCTC also requests performance audits of those services to ensure that they are operated in a cost-effective manner and to provide them guidance for improving service.

NCTC views the performance audit as a process by which the Commission and the transit operators can be assisted in their efficiency, effectiveness, and productivity. It is a way to provide technical and managerial expertise for the operator who does not have the resources to conduct regular reviews of its operations. The performance audit also provides an objective assessment of key issues that are of concern to both the Commission and the operators.

II. BACKGROUND

Nevada County Transportation Commission (NCTC) is a designated 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.

III. SCOPE OF WORK/SERVICES REQUESTED

The Performance Audits must be conducted during Fiscal Year 2024/25 and must be in compliance with relevant sections of the Transportation Development Act, including PUC Section 99246 (b), which reads in part:

“The performance audit shall evaluate the efficiency, effectiveness, and economy of the operation of the entity being audited and shall be conducted in accordance with the efficiency, economy, and program results portions of the Comptroller General's ‘Standards for Audit of Governmental Organizations, Programs, Activities, and Functions’.”

NCTC further expects that the performance audits will be performed in accordance with the procedures which are delineated in the “Performance Audit Guidebook for Transit Operators and Regional Transportation Planning Entities” issued by the California Department of Transportation.

The Fiscal and Compliance Audits for FY 2021/22 and FY 2022/23 will be available for review at the time the consultant begins work. The FY 2023/24 fiscal audit reports are expected to be available March 2025.

NCTC is seeking a consultant to provide the following Triennial Performance Audits:

A. NCTC PERFORMANCE AUDIT

The performance audit of NCTC shall evaluate the efficiency, effectiveness, and economy of the operation of the entity. The audit shall evaluate aspects of the Commission such as its functional areas, committee structures, progress toward established goals and objectives, and effectiveness of budget expenditures. The Comptroller General's "Standards for Audit of Governmental Organizations, Programs, Activities, and Functions" may serve as a useful guide for a performance audit of the Commission.

B. TRANSIT/PARATRANSIT OPERATORS PERFORMANCE AUDITS

For the performance audit of the Nevada County Connects, Nevada County Paratransit Services-Lift, Truckee TART and Truckee Dial-A-Ride, the selected consultant will be required to perform the following tasks in evaluating the performance of the transit operators:

1. Performance Indicator Analysis

a. Verification of data on key indicators of performance as follows:

- 1) Operating cost per passenger.
- 2) Operating cost per vehicle service hour.
- 3) Operating cost per vehicle service mile.
- 4) Passengers per vehicle service hour.
- 5) Passengers per vehicle service mile.
- 6) Vehicle service hours per employee.
- 7) Consideration of the needs and types of passengers being served.
- 8) Employment of part-time drivers.
- 9) Contracting with common carriers of persons operating under a franchise or license to provide services during peak hours.
- 10) Average passengers per day.
- 11) Maintenance cost/revenue per vehicle hour.
- 12) Farebox recovery ratio.
- 13) Days and hours of operation.
- 14) Number of peak vehicles operated.

b. Collection of data on appropriate pre-audit performance indicators for each operator as defined for "Small operators" in the Performance Audit Guidebook, including indicators of systemwide performance, transportation performance, maintenance, service planning, and system administration. The final project report should contain an explanation of the key indicators compiled, display the indicators in table format, and contain a brief statement of how the audit was conducted. The data should be organized in such a manner that it can serve the management and policy board of the operator.

2. Goals and Objectives/Interviews/Key Document Review

This step should address ways to improve the transit operator's efficiency and effectiveness after determining the extent to which the operators have:

- a. Established system goals and objectives.
- b. Developed performance measures and standards.
- c. Achieved desired program results.
- d. Conducted operations in an efficient and economical manner.
- e. Complied with TDA laws and regulations.

3. Additional Areas of Interest

The audit shall additionally include an analysis of the effectiveness and efficiency of the system's organizational structure, vehicle maintenance program, and drivers training program.

IV. PROPOSAL FORMAT

A qualifying proposal must address all of the following points, in the order shown below:

- A. **Introduction:** A brief description (maximum 3 pages) of the consultant firm, including the year established, type of organization (partnership, corporation, etc.), and any variation in size over the last five years. Include a narrative demonstrating understanding of the project requirements, the roles of NCTC and its claimants, local conditions and a description of experience with similar projects.
- B. **Technical Approach:** Describe the overall approach and processes that will be used to meet the requirements described in the scope of work. A thorough explanation of the consultant's proposed course of action and how those actions meet the RFP requirements. Identify the types of information and data that will be needed to complete tasks.
- C. **Project Team:** A summary of the qualifications and experience of each principal and staff member proposed to work on the project. Include organizational chart showing the Project Manager and all project staff along with a matrix indicating the hours to be contributed by each. **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 itemization of the hourly rate for principals and employees assigned to this project, and any other related costs that are to be billed directly. Costs shall be segregated to show staff hours, rates, classifications, and administrative overhead.
- E. **Subconsultants:** That portion, if any, of the total project for which the firm will require the services of a subcontracting firm. If subcontractors are to be used, the same breakdown of subcontract costs shall be provided as required for the consultant. Any markup that the consultant plans to take on subcontracts must be indicated.
- 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 **4:00 p.m. Thursday, October 3, 2024**. 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 consulting firm, and who may be contacted during the period of proposal evaluation. The letter must also include a statement acknowledging that the

consulting firm has reviewed and accepted NCTC's **Standard Agreement**, attached, with or without qualifications.

Email the proposal and attachments to **Kena Sannar, Transportation Planner**, ksannar@nccn.net with the Nevada County Transportation Commission. ***Late proposals will not be accepted.***

VI. QUESTIONS

Questions regarding this RFP must be emailed to Kena Sannar at ksannar@nccn.net by **4:00 p.m. Thursday, September 12, 2024**. 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, with responses by NCTC, will be available **Monday, September 16, 2024** on www.nctc.ca.gov

Consultants may not contact members or employees of Nevada County Transportation Commission to discuss anything related to the proposal. Failure to comply with this requirement may cause the proposal to be denied without review.

VII. PROJECT TIMETABLE

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

Distribute RFP	Thursday, August 29, 2024
Questions Due	Thursday, September 12, 2024
Responses to Questions Due	Monday, September 16, 2024
Proposals Due	Thursday, October 3, 2024
Selection Committee Review of Proposals	M-Wed October 7 - 9, 2024
Interviews (If Needed)	Thursday, October 17, 2024
Consultant Selection	Friday, October 18, 2024
Scope of Work Finalized/Contract Execution	Wednesday, November 13, 2024
Consultant Work to Begin	Wednesday, November 13, 2024
Draft Reports to NCTC & Operators for Comment	Wednesday, February 19, 2025
Final Reports to NCTC and Operators	Friday, February 28, 2025
Present Performance Audit to NCTC	Wednesday, March 19, 2025
Present Truckee's Performance Audit to Town Council	March Meeting 2025

VIII. EVALUATION AND SELECTION PROCESS

PROPOSAL EVALUATION CRITERIA

A Selection Committee will review proposals, evaluating each one with the following criteria:

	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.	20
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 manage resources and project output.	20
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>10</u>
Total Points Possible		100

The Selection Committee may recommend selection of a consultant based on evaluation of the proposals or may conduct interviews via zoom of those on the final short list of proposers. Evaluation of interviews will determine consultant selection.

During the interview, each consultant is expected to provide a 30-minute presentation, followed by a 15-minute question and answer period.

INTERVIEW EVALUATION CRITERIA

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

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

The consultant will be selected by NCTC staff on or before **October 18, 2024** based on the Selection Committee evaluation process described above.

NCTC reserves the right to award a contract to the consultant that presents the proposal, which, in the sole judgment of the Commission, best accomplishes the desired results. Selected finalists may be asked to submit cost, technical, or other revisions to their proposals as may result from negotiations. It is recommended that all initial proposal should be submitted on the most favorable terms from both a service and cost perspective. 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.

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 and will be public record following selection and award of the contract.

IX. 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.

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.

X. PAYMENTS AND FINANCIAL CONDITIONS

A budget of \$50,000 (fifty thousand dollars) has been approved for the Triennial Performance Audit contract. At the time of contract negotiations, a payment schedule and amount will be agreed upon between the NCTC and the consultant. Payment will be tied to the completion of the project.

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.

The consultant will be paid based on work performed during the preceding month. The consultant will send invoices for the month completed by the 10th day of the following month. Payment shall be made within 30 days of receipt of Consultant's invoice and acceptance of the work to date. Invoices must include an itemized

listing of staff hours by task and other applicable costs. **The consultant is expected to receive payment by electronic deposit.**

XI. 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. 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.

XII. 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.

XIII. CONTRACT ARRANGEMENTS

The consultant is expected to execute a contract similar to the enclosed NCTC's Professional Services Agreement, which meets the requirements of Federal law and Federal regulations:

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.

XIV. INSURANCE

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

XV. 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.

CONTACT PERSON:

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ATTACHMENTS:

NCTC Professional Services Agreement to Prepare Triennial Performance Audits