

**NEVADA COUNTY TRANSPORTATION COMMISSION
REQUEST FOR PROPOSAL**

**READY NEVADA COUNTY – EXTREME CLIMATE EVENT MOBILITY
AND ADAPTATION PLAN**

I. PURPOSE OF REQUEST FOR PROPOSAL

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.

The proposed project will identify the climate-related weaknesses of the transportation system in Nevada County and provide actionable strategies for integration into transportation plans, transportation improvement programs, and emergency response plans for the region. The implementation of these strategies will save lives and reduce the duration and severity of impacts.

The READY Nevada County plan will build upon the ongoing coordination and emergency planning efforts of the Nevada County Office of Emergency Services bringing current and new partner resources to the table. Goals include enhanced communication channels and cross-education of best practices from first responders (e.g. local fire, police, sheriff departments, OES, CALFIRE, CHP, and others); educate and engage citizens, public officials, and diverse and disadvantaged segments of impacted communities; conduct a climate change vulnerability assessment of the community transportation system in Nevada County; identify extreme climate event weaknesses/constraints, improvements and strategies to address them; and develop adaptation goals and policies.

As part of the regional transportation planning process, NCTC, in coordination with the County of Nevada, City of Grass Valley, City of Nevada City, and Town of Truckee, is seeking proposals from firms with qualifications and experience requisite to complete an Extreme Climate Event Mobility and Adaption Plan.

II. SCOPE OF WORK/SERVICES REQUESTED (Changes to the scope may be necessary to integrate innovative approaches suggested by the consulting firm)

Task 1.0: Project Initiation

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 discuss the project goals and objectives, project deliverables, and timeline; and identify any critical and/or regional issues as background to the project. The consultant will prepare a draft agenda and develop a power point presentation to provide an overview of the study process. The consultant will review prior studies and other related documents and identify any additional data needs that will be required.

Task 1.2: Project Management/PAC Meetings: Monthly project team meetings, by phone, with consultants to ensure good communication on upcoming tasks and to make sure the project remains on time and within budget. Establish a Project Advisory Committee (PAC) consisting of representatives of relevant agencies and responders to encourage collaboration, facilitate discussion, determine data needs, and share information. Meetings will be held at least three times throughout the planning process and the PAC's input will inform the draft and final plans.

Task 2.0: Data Collection/Review Existing Conditions

Task 2.1: Identify Existing Conditions: Gather existing vulnerabilities and background data by identifying opportunities and constraints as well as standards that should be used to guide preparation of the plan such as climate change projections (precipitation, temperature, wildfires, dam failure, etc.), asset locations and information, existing and planned land uses, population characteristics, and traffic projections within the region. Perform literature review of existing emergency plans and materials.

Task 2.2: Assess Existing Conditions: Inventory, evaluate, and map vulnerable populations, communities, transportation infrastructure, and other resources.

Task 2.3: Conduct Climate Event "Debriefing" Interviews: Identify, contact, and interview public officials, first responders, and other stakeholders from nearby communities impacted by recent extreme climate events, as well as first responders to identify "lessons learned" and gather possible strategies to address future events.

Task 3.0: Stakeholder Outreach Note: All meetings will be publicly noticed to ensure maximum attendance and will be held exclusively via teleconference in light of COVID-19 restrictions on public gatherings (*during the mandated restrictions*).

Task 3.1: Plan and Conduct Public Workshops: At least five public workshops will introduce the project to the public, define project parameters, inform the public of project opportunities and constraints, present lessons learned from recent extreme climate events (see: Task 2.3), solicit opinions from the public to shape Task 4.1: Develop Adaptation Concepts and Alternatives, and solicit further feedback to shape Task 4.4: Final Adaptation Plan.

Task 3.2: Plan and Conduct Online Engagement: NCTC and the Consultant will also use online engagement to gather input and feedback from those unable or unwilling to attend public workshops. Possible strategies could include (but not be limited to): social media; videos; and an interactive website that uses participant feedback, modeling tools, and maps to present adaptation strategies and project alternatives. Feedback would be used to shape Task 4.1: Develop Adaptation Concepts and Alternatives, and solicit further feedback to shape Task 4.4: Final Adaptation Plan.

Task 3.3: Plan and Conduct Stakeholder Meetings: Hold at least three stakeholder meetings that introduce the project, define project parameters, inform stakeholders of project opportunities and constraints, present lessons learned from recent extreme climate events (see: Task 2.3), solicit opinions from the stakeholders to shape Task 4.1: Develop Adaptation Concepts and Alternatives, and solicit further feedback to shape Task 4.4: Final Adaptation Plan. Stakeholders such as Nevada County Office of Emergency Services, representatives appointed by the Nevada County Fire Chiefs Association that will represent all local fire agencies, CALFIRE, Caltrans, Nevada County, and local law enforcement agencies will be included in this plan, as well as Native American Tribal Governments, vulnerable communities, disadvantaged populations, local schools, hospitals, and others.

Task 4.0: Extreme Climate Event Mobility and Adaptation Plan

Task 4.1: Develop Adaptation Concepts and Alternatives: Based on the existing conditions report and initial public/stakeholder input, priorities for analysis and concept adaptation strategies and scenarios will be developed. Conceptual adaptation strategy designs will incorporate resiliency of infrastructure where possible and may include plans, sketches, and photos.

Task 4.2: Draft Adaptation Plan: Incorporating feedback on the adaptation priorities and strategies, a draft report will be prepared. The draft report will be presented online for public comment and presentations to

Nevada County Transportation Commission, Nevada County Board of Supervisors, Town of Truckee, Nevada City Council, and the Grass Valley City Council.

Task 4.3: Identify Potential Funding Sources: Review and identify potential funding sources for future implementation of priority projects or programs.

Task 4.4: Final Adaptation Plan: Complete the final report that addresses comments received. Four hard copies and four electronic copies of the final report will be submitted to Caltrans. The financial contribution of the Regional Planning Assistance grant funding program will be credited on the cover of the report.

Task 4.5: Present Final Plan to NCTC: Present the final Adaptation Plan at a NCTC (Commission) meeting, and report action taken by the Commission to adopt/accept/reject the final READY Nevada County - Extreme Climate Event Mobility and Adaptation Plan. Present final Plan to others, as requested.

III. DELIVERABLE PRODUCTS

The consultant must provide to NCTC an electronic PDF copy of the administrative draft for review and comment. The consultant will provide **ten (10)** bound copies of the draft final report and an electronic PDF copy on a USB Flash Drive. Once considerations and changes are fully addressed, the consultant must complete the final report and deliver **ten (10)** 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

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. Include 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 along with a completed **Exhibit 10-H1 Cost Proposal** form (attached). **Include a Classification/Title and an Actual Hourly Rate for each person included in the project. The schedule of proposed costs must match Exhibit 10-H1.**

- 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 **September 21, 2020**. 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 NCTC’s Standard 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 **ten (10)** bound copies of the proposal and one (1) unbound original, suitable for reproduction, and an electronic copy on CD-ROM or flash drive to the 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 Transportation Planner, Kena Sannar at ksannar@nccn.net. Questions regarding this RFP must be submitted by **September 8, 2020**. 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 **September 14, 2020** to all firms that receive the RFP.

VI. SCHEDULE OF ACTIVITIES

ACTIVITIES	DATE
Distribute RFP	August 31, 2020
NCTC Post Responses to Questions	September 14, 2020
Proposals Due	September 21, 2020
Screening of Proposals	September 22-28, 2020
Oral Interviews, if Needed	October 7, 2020
Consultant Selection	October 9, 2020
Scope of Work Finalized	October 16, 2020
Contract Execution	November 17, 2020
Consultant Work to Begin	November 18, 2020
Project Kick-Off Meeting	TBD
Admin Draft Report for Review and Comment	July 14, 2021
Draft Report Delivered to NCTC Staff	August 18, 2021
Present Draft Report to NCTC	September 15, 2021
Present Final Report to NCTC	November 17, 2021
Project Complete	January 31, 2022

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

VII. 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.	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 managing 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 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 30-minute oral presentation that will be followed by a 15-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 Team and 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 **October 9, 2020**, based on the Selection Committee 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 the NCTC.

VIII. PAYMENTS AND FINANCIAL CONDITIONS

A “not to exceed” budget of **\$125,156** has been approved for the contract portion of the *Extreme Climate Event Mobility and Adaptation Plan*. At the time of contract negotiations, a payment schedule and amount will be agreed upon between 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 Request for Proposal will specify a maximum cost. 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.

Consultant shall bill NCTC for time and materials for services performed under this Agreement on a monthly basis. Payment by NCTC to Consultant shall be made within 30 days after receipt of Consultant's invoice and acceptance of the work to date. NCTC shall withhold ten percent (10%) of each invoice until the successful completion of the scope of work and the delivery and acceptance by NCTC of all final products. Consultant is expected to receive payment by electronic deposit.

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. 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 consultant, subcontractor, or member of any firm proposed to be employed in the preparation of this project has a past, ongoing, or potential involvement which could be deemed a conflict of interest under the Fair Political Practices Act or other law. 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 will immediately notify NCTC of any and all potential violations of this paragraph upon becoming aware of the potential violation.

XI. 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 the enclosed NCTC’s Professional Services Agreement, which meets the requirements of Federal law and Federal 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 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, “**Consultant Proposal DBE Commitment**” 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, “**Consultant Contract DBE Commitment**” 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 thereunder 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.

XIII. INSURANCE

The successful firm or individual 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

Kena Sannar, Transportation Planner
Nevada County Transportation Commission
101 Providence Mine Road, Suite 102
Nevada City, CA 95959
Office Phone: (530) 265-3202 (Working Remotely – Phone: (530) 310-0683)
Fax: (530) 265-3260
Email: ksannar@nccn.net

attachments:

Part A – NCTC Standard Agreement
Exhibit 10-H1
Exhibit 10-O1
Exhibit 10-O2