

Amador Transit

REQUEST FOR PROPOSALS



Intercity Service Feasibility Study

ISSUED: October 31, 2016
DUE: 2:00 P.M., December 19, 2016

AMADOR TRANSIT
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REQUEST FOR PROPOSALS

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I. INTRODUCTION

This Request for Proposals (RFP) is being issued by Amador Transit (AT) in an effort to obtain the services of a qualified consulting firm experienced in transit planning activities. Services are requested for the preparation and development of a study to determine feasibility of providing intercity bus service to an urbanized area within California's Intercity Bus Network (e.g. Amtrak and Greyhound).

This feasibility study will determine the viability of adding intercity bus service from rural Amador County to the urban Sacramento Greyhound facility. This service would be available to the general public, operate on a fixed route schedule making limited stops at transit gateways in route to Greyhound, and provide meaningful connections and layover times.

A preferred service alternative should be provided if a viable destination is identified along with the ridership to support said service. This Study is being undertaken to determine the appropriate level of bus service to be provided, commensurate with anticipated demand, the costs and benefits of the service and a financial plan to fund the operating and capital costs of the service. If financially and operationally feasible, the goal would be to implement service within 12-18 months of the Study's completion.

This RFP process will be used by AT to solicit proposals from qualified consultants to provide consulting services and related activities associated with development of the Amador Transit Intercity Service Feasibility Study. The selected consultant will be required to enter into a contract with AT and will be expected to work closely with designated AT staff and project stakeholders to insure timely completion of the Study and completion of a final report that meets the identified scope and needs of AT and Amador County.

Interested firms should submit proposals that contain all information required herein to Maggie Amarant, General Manager, Amador Transit, 11400 American Legion Drive, Jackson, CA 95642 prior to 2:00 p.m. on Monday, December 19, 2016. Postmarks will not be accepted.

II. BACKGROUND

Amador County, with a population of 38,091 (2010 Census) is located approximately two hours east of the San Francisco Bay area and one hour southeast of Sacramento on the western slope of the Sierra Nevada Mountains. The County is home to gold rush area communities such as Sutter Creek and Volcano and abounds with outdoor recreational activities from golf and boating to miles of backcountry trails and skiing (Kirkwood Meadows).

AT is a small rural transit system formed by a Joint Powers Agreement in 1977 among the County of Amador and its five incorporated cities. There are a total of 24 employees of which three are in a management position. AT operates fixed route, deviated fixed route, and paratransit service known as Dial-A-Ride throughout much of Amador County. AT has a fleet of 17 vehicles ranging in size from an accessible minivan to 40 foot heavy duty diesel buses.

III. PROJECT SUMMARY AND DESCRIPTION

The goal of this study is to determine whether intercity service is feasible and if so, to identify the most viable route and destination. If intercity service is found feasible, the Consultant shall provide a recommendation for the most viable and cost effective way to provide service, both in the short-term and the long-term. Ideally, the preferred service option will provide a meaningful

connection to California's Intercity Bus Network while also serving the needs of the transit dependent population, commuters, and others looking to reach destinations beyond the County boundary. Additionally, it is expected that the service will be efficient and productive and will meet minimum TDA performance standards. During the course of the project, the Consultant will be expected to:

- Attend at least five (5) technical staff meetings to review the work items developed as part of the study.
- Participate in at least three (3) stakeholder meetings.
- Prepare monthly progress reports for submittal to AT staff, indicating the status and degree of completion of each of the tasks described in the scope of services and its relationship to the agreed upon budget. It is anticipated that the effort to develop the Amador Transit Intercity Service Feasibility Study will be completed in 3 phases.
- The first phase of the work will be an identification of needs and opportunities for intercity bus service. This phase includes inventorying existing services and identifying demand for service.
- The second phase will be the development and evaluation of various alternatives for providing intercity bus service. The consultant will develop performance measures to evaluate various service options and develop a short list of feasible alternatives. The consultant shall provide a detailed analysis of each feasible service options including total operating cost, benefits and projected performance measures.
- Pursuant to successful identification of a service alternative projected to meet minimum TDA performance standards, the third phase will be the identification of a preferred service option and implementation plan, if service is found feasible.

The AT Short Range Transit Plan and the Social Services Transportation Advisory Council (SSTAC) have identified that the need for this service exists. The purpose of this study is to determine how best to fill the transportation gap and how best to establish the service connectivity that will result in maximum ridership.

- This feasibility/planning study will assess the value of AT's adding intercity service that supports the existing National Intercity Bus Network and the goals of the California Intercity Bus Network by providing seamless interregional service that coordinates with other network providers schedules and routers.
- It will determine the best inter-agency coordination partners and stakeholders.
- Provide a detailed list of existing transit service routes, including the level of service provided by those agencies.
- It will enhance and expand regional bus service by determining the need for this added service, forecast ridership, and operating cost.
- The study will aid in avoiding duplicate and/or redundant service along the travel corridors.

IV. SCOPE OF WORK/SERVICES

The Consultant team shall complete the following tasks. It is anticipated that the three phases will consist of the following tasks:

Task 1: Identify primary needs and opportunities for new intercity bus service.

1.1 Review existing planning documents including the 2014 Amador County Short Range Transit Development Plan, Amador County Coordinated Public Transit-Human Services Transportation Plan, previous Unmet Transit Needs Findings Reports and other documents deemed relevant to the development of the study. Consultant shall include planning documents

from neighboring jurisdictions in its review.

1.2 Review and become familiar with the Federal Transit Administration (FTA) Section 5311f Intercity Bus Program requirements.

1.3 Meet with stakeholders to identify needs, resources and opportunities. Consultant shall administer all stakeholder meetings.

1.4 Identify potential travel markets (users) to serve including: transit dependent, commuters, and individuals with intercity travel needs using various research methods.

Task 2: Inventory existing services and providers to see how travel markets are currently served and to identify potential service operators

2.1 Review the Amador County Coordinated Public Transit-Human Services Transportation Plan for an inventory of existing service providers in Amador County.

2.2 Inventory existing service providers in neighboring areas; including: Intercity bus carriers, taxi services, public transit services, human service transportation and rideshare services.

Task 3: Identify demand for services

3.1 Review travel characteristics between Amador and neighboring counties.

3.2 Develop trip rates based on previous planning documents, historical data, route models, trip rate models and community input.

3.3 Analyze and document existing demographic and socioeconomic data.

3.4 Identify level of demand (by demographic) of each of the options under consideration at service start-up and service maturity.

3.5 Identify key travel destinations.

Task 4: Coordination with Regional partners

4.1 Consultant will work closely with other transit operators in the region; including Sacramento Regional Transit District (SacRT), Sacramento Area Council of Governments (SACOG), Calaveras Transit and Calaveras Council of Governments (CCOG), El Dorado Transit Authority (El Dorado Transit) and the El Dorado County Transportation Commission (EDCTC). The goal is to determine service needs and connectivity from a local to a regional spectrum, giving residents the highest degree of mobility possible. The consultant will identify and recommend a preferred service plan given the collaboration with other transit operators. Consultant shall identify strategies for providing connections with each of the neighboring partners as part of the alternatives analysis.

Task 5: Stakeholder Meeting

5.1 Review findings with stakeholders.

Task 6: Develop Service Options

6.1 Identify alternative routing, terminals and intermediate stops. Evaluate potential locations for route origination. Develop parameters for each service option, including but not limited to: termini, routing, intermediate stops, hours of operation, service frequency, travel time, vehicle service hours and vehicle service miles, operating costs and capital requirements. Additional analysis should include coordination with neighboring local transit agencies (e.g. El Dorado Transit, EDCTC, Calaveras Transit), Amtrak and Greyhound on connections/transfers to existing service and the capacity of existing transit facilities to meet forecast demand.

6.2 Identify capital needs: Facilities (e.g. shelters and Park & Rides), luggage racks, access to WiFi, and other amenities which are deemed necessary, recommended to effectively capture ridership, or otherwise make the program eligible for Federal Transit Administration (FTA) Section 5311f Intercity Bus Program funding

6.3 Evaluate adequacy of existing transit facilities to support the proposed service options and, if necessary, proposal of additional capital investments

6.4 Identify if alternative transportation options, such as a volunteer vanpool program, are feasible as an alternative where applicable; including operating costs, capital needs, coordination needs, and ridership projections. Provide strategies for improved service coordination and more effective utilization of resources available through health and human service agencies for transportation.

6.5 Use performance measures to analyze each service option to develop a short list of no more than three recommended feasible service alternatives for further analysis (Task 7).

Task 7: Evaluate Recommended Service Alternatives

7.1 Evaluate operating, maintenance and capital costs associated with each feasible service alternative.

7.2 Evaluate necessary fare structure to support the proposed service options. Provide fare revenue projections for each option.

7.3 Identify funding options for operating and capital costs associated with each service option.

7.4 Evaluate proposed service options based on their ridership potential, cost effectiveness and other transportation and environmental impact.

Task 8: Assess support for options

8.1 Develop and identify a proposed outreach/analysis plan (to be included in the Proposal) for assessing support for the recommended service alternatives. The plan should clearly detail the Consultant's methodology for generating, using, evaluating and analyzing data so AT staff can evaluate the quality of the plan and approve the methodology.

Task 9: Prepare Report documenting process, findings and conclusions.

9.1 Identify preferred intercity destination; including service plan with associated costs, benefits and projected performance measures. The recommendation should reflect a cohesive and effective service plan which maximizes operational efficiency.

9.2 Develop a financial plan for both the necessary capital investments and ongoing transit

operations, including a proposed fare structure and other possible funding sources.

9.3 Provide implementation strategy and timeline.

9.4 Provide detailed marketing plan for proposed service.

9.5 Provide service plan recommendations including how to incrementally improve service prior to full implementation of this plan's implementation).

Task 10: Present findings to Governing Boards

The tasks identified above represent AT staff's interpretation of an appropriate strategy to accomplish the goals and objectives of the Study. The identified tasks are not intended to be exhaustive, nor do they necessarily include every work element that may be required to successfully satisfy the goals and objectives of the Feasibility Plan effort. The Consultant will be provided with the flexibility needed to determine the appropriate methodology and analysis techniques, and develop a detailed study approach befitting of the project vision. The Consultant will present the final Plan to the AT Board of Directors.

The scope of work is described below. The selected consultant will be expected to perform all services described in the scope of work. The consultant will receive general direction from the General Manager or her designated staff. The methodology used by the consultant shall be coordinated and approved by the authorized representatives of AT.

The study area of the proposed project would be from the Sutter Hill Transit Center in Sutter Creek to the Greyhound Station in downtown Sacramento. The feasibility/planning study will assess the value of AT providing intercity services based on the following:

1. It must provide meaningful connection to intercity bus stations and intermodal terminals as the primary destination.
2. It must meet the needs of residents in our rural community to provide transportation to the urbanized area with an emphasis on meaningful connections and connectivity to other modes of transportation.
3. It can meet broader transportation needs for other common locations such as medical facilities or shopping center.

V. BUDGET

Funds of \$70,000 are available to complete the tasks described above. The project is funded in part by a Transit Planning Grant awarded by the California Department of Transportation (Caltrans); wherein grant funds are derived from the Federal Transit Administration (FTA). For this reason, the contract will be subject to both state and federal contracting requirements.

The scope of work or the scale of the project is somewhat negotiable; however, the maximum funding level is not negotiable. Firms responding to this RFP shall include a proposal to complete the project as outlined above and within the stated budget.

The consultant will be paid for its actual time and expenses up to the amount provided for each task in the final project budget. Billing rates should be guaranteed for the life of the contract. AT shall approve all interim work products before payment.

VI. CONTACT PERSON

Maggie Amarant

General Manager
Amador Transit
11400 American Legion Drive
Jackson, CA 95642
(209) 267-9395
maggie@amadortransit.com

VII. PROJECT TIMETABLE

October 31, 2016Issue Request for Proposals
December 19, 2016.....**Closing Date for Receipt of Proposals**
January 2, 2016Finalists contacted to schedule interviews, if required
January 10, 2016Conduct interviews, if required
January 17, 2016Contract award, execute contract

Proposals must be **received** no later than **2:00 pm on December 19, 2016** at the AT office.

AMADOR TRANSIT
11400 American Legion Drive
Jackson, CA 95685

Proposals must be submitted in a sealed envelope that is clearly marked “**Intercity Service Feasibility Study**”. If mail delivery is used, the proposer should mail the proposal early enough to provide for arrival by this deadline. Proposer uses mail or courier service at his/her own risk. AT will not be liable or responsible for any late delivery of proposals. **Postmarks and electronic submittals will not be accepted.** Until award of the contract, the proposals shall be held in confidence and shall not be available for public review. Upon award of a contract to the successful proposer, all proposals shall be public records. No proposal shall be returned after the date and time set for opening thereof.

By submitting a proposal, the proposer certifies that his or her name or firm’s name, as well as that of proposer subcontractors, does not appear on the Comptroller General’s list of ineligible contractors for federally assisted projects.

VIII. GENERAL CONDITIONS

Limitations

This Request for Proposal (RFP) does not commit the AT to award a contract, to pay any costs incurred in the preparation of the proposal in response to this request, or to procure or contract for services or supplies. The AT expressly reserves the right to reject any and all proposals or to waive any irregularity or information 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. The AT reserves the right to withdraw this RFP at any time without prior notice. Further, the AT reserves the right to modify the RFP schedule described above.

Award

The AT plans to ask RFP finalists, if required, to present oral presentations regarding their firms and any special expertise in the necessary areas. 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. The AT also reserves the right to award the contract without discussion or interviews, based upon the initial proposals. Accordingly, each initial proposal should be submitted on the most favorable terms from a price and a technical viewpoint. However, selection will be based upon demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required. Following the initial qualifications-based selection, the price proposal provided will be the basis for negotiations to ensure the AT receives a fair and reasonable price.

RFP Addendum

To handle questions or changes most effectively and to ensure that everyone has the same information, **we request that you promptly send a contact e-mail address to info@AT-amador.org** if you intend to submit a proposal. The AT will only respond to written questions mailed to Amador County Transportation Commission, 117 Valley View Way, Sutter Creek, CA 95685 or emailed to info@AT-amador.org. Written interpretations, changes or answers to questions submitted to the AT will be furnished to all proposers that have provided contact email addresses to info@AT-amador.org. Questions must be received no later than **November 21, 2016 at 4:00 p.m.**

Any changes to the RFP requirements will be made by written addenda by the AT and shall be considered part of the RFP. Upon issuance, such addenda shall be incorporated in the RFP documents, and shall prevail over inconsistent provisions of earlier issued documentation.

Verbal Agreement or Conversation

No prior, current, or post award verbal conversations or agreement(s) with any officer, agent, or employee of the AT shall affect or modify any terms or obligations of the RFP, or any contract resulting from this RFP.

Precontractual Expense

Precontractual expenses are defined as expenses incurred by proposers and selected contractor in:

1. Preparing proposals in response to this RFP;
2. Submitting proposals to the AT;
3. Negotiations with the AT on any matter related to proposals; and
4. Other expenses incurred by a contractor or proposer prior to the date of award of any agreement.

In any event, the AT 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. The AT 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.

Signature

The proposal shall provide the following information: name, title, address, and telephone number of the individual with authority to bind the company and also who may be contacted during the period of proposal evaluation. The proposal shall be signed by an official authorized to bind the consultant(s) and shall contain a statement to the effect that the proposal is a firm offer for at least a ninety (90) day period. Execution of the contract is expected by January 17, 2017. The proposal shall include a completed Certification of Consultant, Commissions, & Fees.

Term

The term of the contract will be from January 17, 2017 to July 17, 2017.

Termination

The Commission may, by written notice to Consultant, terminate the whole or any part of the Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof. Upon termination, Consultant shall be compensated only for those services which have been fully and satisfactorily rendered to Commission through the effective date of the termination. Consultant may not terminate the Agreement except for cause.

Insurance

The consultant shall take out and maintain at all times during the performance of any services to be done under the terms of any contract awarded, a policy or policies of public liability and property damages insurance naming thereon the Amador County Transportation Commission, its officers, agents, and employees, as insured against any liability of any kind arising out of the work to be performed by, or on behalf of, the consultant. Said policy or policies shall provide coverage in the following minimum amounts: for personal injury - \$500,000 each person, \$1,000,000 each occurrence; for property damages - \$50,000 on account of any one occurrence with an aggregate limit of not less than \$200,000. Said policy or policies shall be satisfactory to the counsel of the Amador County Transportation Commission.

Contract Arrangements

The proposer is expected to execute a contract similar to the AT's Professional Services Agreement (see attachment A), which meets the requirements of MAP-21. If the proposer wishes to modify the attached contract, changes must be discussed in their proposal.

1. Disadvantaged Business Enterprise (DBE) Policy: It is the policy of the U.S. Department of Transportation that minority- and women-owned business enterprises (hereby referred to as DBE's) as defined in 49 CFR Part 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. DBE certified consultants are encouraged to submit proposals. AT 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 covered by 49 CFR, Part 26 on the basis of race, color, sex, or national origin.
2. DBE Obligation: By submitting a proposal the prime consultant agrees to ensure that DBE's have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, prime consultant shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts. The prime consultant shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts. **The DBE goal for this contract is 10%**. Prospective proposers are required to submit the Local Assistance forms 10-O1 and 10-O2. Form 10-O1 will be included in the page count of the proposal. Form 10-O2 shall be submitted in the sealed envelope with the Cost Proposal
3. Title VI of the Civil Rights Act of 1964: The contractor agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (49 USC 2000d) and the regulations of the U.S. Department of Transportation issued thereunder in 49 CFR Part 21.
4. Equal Employment Opportunity: In connection with the performance of the contract, the contractor shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Each proposal, to be considered responsive, must include the following:

1. A copy of the consultant(s) affirmative action policy (applicable for firms with 50 or more employees); and

2. A discussion of the consultant(s) program for use of DBE's in the performance of this work, including the following:
 - The names and addresses of DBE firms that will participate;
 - The description of the work each named firm will perform; and
 - The dollar amount of participation by each DBE firm.
5. **Conflict of Interest:** Firms submitting proposals in response to this RFP must disclose to AT any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided under Agreement for consulting services to be awarded pursuant to this RFP. If this firm has no conflict of interest, a statement to that effect shall be included in the proposal.
6. **Financial Management:** Contracts shall not be awarded to a consultant without an adequate financial management and accounting system as required by 48 CFR Part 16.301-3, 49 CFR Part 18, and 48 CFR Part 31. Proposers must complete the attached LAPM Form 10-K: Certification of Costs & Financial Management Systems (Exhibit H in attachments) and submit it with their proposal.

IX. PROPOSAL CONTENT AND ORGANIZATION

Proposals should be limited to specific discussion of the elements outlined in this RFP. The intent of this RFP is to encourage responses which meet the stated requirements and which propose the best methods to accomplish the work. The proposal shall be limited to 30 pages including attachments. All attachments and exhibits shall be folded to 8.5"x11" and each folded sheet of paper will count as one page. The Cover page, transmittal, and dividers will not be included in the page count. Elaborate brochures, or expensive proposals are not necessary, and will not influence selection.

The organization of the proposal should follow the general outline below. Each proposal should consist of a technical proposal as outlined below and a cost proposal.

Transmittal Letter

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(s) firm, and who may be contacted during the period of proposal evaluation. Signing attests that the information provided in the proposal is current and factual, and that all firms on the proposed team agree to work on the project. Only one transmittal letter need be prepared to accompany all copies of the technical and cost proposals. The transmittal letter is limited to 2 pages.

Section A: Contract Information.

Title and Location. Enter the title and location of the contract for which this proposal is being submitted, as shown in the Request for Proposals.

Section B: Point of Contact

Name, Title, Name of Firm, Telephone Number, Fax (Facsimile) Number and E-mail (Electronic Mail) Address. Provide information for the project manager or other representative of the firm that the agency can contact for additional information.

Section C: Project Understanding

A thorough explanation of the consultant's understanding of the project's purpose and need as well as the proposed course of action. The consultant should identify the tasks they recommend to complete the project including any elements they propose that may enhance the project or reduce the cost.

Section D: Proposed Team

Provide the contractual relationship, name, full mailing address, and a brief description of the role of each firm that will be involved in performance of this contract. List the prime consultant if a firm has branch offices, indicate each individual branch office that will have a key role on the team. The named subconsultants and outside associates or consultants must be used, and any change must be approved by the contract administrator.

Section E: Organizational Chart of Proposed Team.

Present an organizational chart of the proposed team showing the names and roles of all key personnel listed in Section F and the firm they are associated with as listed in Section D. Identify the project manager(s) and program contact(s) for communications with AT and describe how communications with AT are proposed to occur during the term of the contract.

Section F: Resumes of Key Personnel Proposed for This Contract.

Complete this section for each key person who will participate in this contract. Group by firm, with personnel of the prime consultant's firms first. The following blocks must be completed for each resume:

- Name
- Role in This Contract
- Years Experience.- Total years of relevant experience and years of relevant experience with current firm
- Firm Name and Location. Name, city and state of the firm where the person currently works, which must correspond with one of the firms (or branch office of a firm, if appropriate) listed in Section D
- Education. Provide information on the highest relevant academic degree(s) received. Indicate the area(s) of specialization for each degree.
- Current Professional Registration. Provide information on current relevant professional registration(s)
- Other Professional Qualifications. Provide information on any other professional qualifications relating to this contract, such as education, professional registration, publications, organizational memberships, certifications, training, awards, and foreign language capabilities.
- Relevant Projects. Provide information on up to five projects in which the person had a significant role that demonstrates the person's capability relevant to her/his proposed role in this contract. These projects do not necessarily have to be any of the projects presented in Section G for the project team if the person was not involved in any of those projects or the person worked on other projects that were more relevant than the team projects in Section G. Indicate if the project was performed with any office of the current firm. If any of the professional services or construction projects are not complete, leave year completed blank and indicate the status in Brief Description and Specific Role

Section G: Example Projects

Select Example projects which best illustrate proposed team's qualifications for this contract. Select projects where multiple team members worked together, if possible, that demonstrate the team's capability to perform work similar to that required for this contract. Provide the following for each project:

- Title and Location. Title and location of project or contract. For an indefinite delivery contract, the location is the geographic scope of the contract.
- Year Completed. Enter the year completed of the professional services (such as planning, engineering study, design, or surveying), and/or the year completed of construction, if applicable. If any of the professional services or the construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description of Project and Relevance to This Contract.
 - Project Owner. Project owner or user, such as a government agency or installation, an institution, a corporation or private individual.
 - Point of Contact Name. Provide name of a person associated with the project owner or the organization which contracted for the professional services, who is very familiar with the project and the firm's (or firms') performance.
 - Point of Contract Telephone Number.
- Brief Description of Project and Relevance to This Contract. Indicate scope, size, cost, principal elements and special features of the project. Discuss the relevance of the example project to this contract. Enter any other information requested by the agency for each example project.
- Firms from Section D Involved with This Project. Indicate which firms (or branch offices, if appropriate) on the project team were involved in the example project, and their roles. List in the same order as Section D.
- Names of Key Personnel and Role in This Contract. List the names of the key personnel and their proposed roles in this contract in the same order as they appear in Section F.

Section H: Cost Proposal

The cost proposal shall describe both the hourly rate for principal(s) and employees to be assigned to this contract, by task, and a summary of any other related costs that are to be billed directly and a total "not-to-exceed" amount for this proposal.

The cost proposal shall be submitted in a separately sealed envelope. This separately sealed envelope will not be opened until the consultants' proposals have been ranked based on their qualifications at which time the highest ranked team's cost proposal will be opened during contract negotiations. If a contract cannot be agreed upon, negotiations will begin with the second highest ranked team. Once a contract is awarded the remaining unopened cost proposals will be returned.

DBE form 10-O2 and Certification of Costs & Financial Management Systems form 10-K shall be filled out and included in the sealed envelope with the cost proposal.

Section I: Required Certifications and Statements

Include statements of assurance regarding the following requirements:

- Non-substitution of proposed staff members and subconsultants (if any) without prior approval by the AT.
- Ability to fulfill the insurance and indemnification requirements contained in Section VII. The actual certificates of insurance are not required as part of this submittal.
- Levine Act Disclosure Statement (Exhibit C) in Attachments.
- Debarment Certification Form (Exhibit E) in Attachments.
- Certification of Consultant, Commissions, & Fees (Exhibit G)
- Certification of Costs & Financial Management System (Exhibit H) in Attachments.
- Disclosure of Lobbying Activities (Exhibit J) in the Attachments.

Submittal Requirements

The proposer must provide five (5) bound copies and one (1) unbound original (suitable for reproduction) of all submittals in response to this Request For Proposals.

All proposals shall be **received** at the AT no later than 2:00 pm on December 19, 2016 at Amador Transit, 11400 American Legion Drive, Jackson, CA 95685. All proposals shall be submitted in a sealed envelope that is clearly marked "**Intercity Service Feasibility Study.**" Late proposals will not be accepted.

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

All proposals received prior to the date and time specified above for receipt may be withdrawn or modified by written request of the proposer. To be considered, the modification must be received in writing, and in the same number of copies as the original proposal, prior to the date and time specified for receipt of proposals.

Until award of the contract, the proposals shall be held in confidence and shall not be available for public review. Upon award of a contract to the successful proposer, all proposals shall be public records. No proposal shall be returned after the date and time set for opening thereof.

Protest Procedure

1. Any proposers may file a written protest with the AT General Manager not later than **five (5)** working days after of the date of a Notification of Unsuccessful Proposals.
2. The protest shall be delivered or sent by registered mail to the AT General Manager.
3. The protest filed with the General Manager shall:
 - a. Include the name, address, and business telephone number of the protestor;
 - b. Identify the project under protest by RFP name and RFP date;
 - c. Contain a concise statement of the grounds for protest including alleged violations of Federal, State, or local law; provided, however, RFP or RFP process and procedures, including evaluation criteria, shall not be proper grounds for protest and concerns related to those issues should be raised and addressed, if at all prior to the proposal opening date to allow adjustments before evaluation of proposals and;
 - d. Provide all supporting documentation, if any. Documentation submitted after filing the protest will not be considered during review of the protest or during any appeal.

Protest Review

1. Upon receipt of a protest, the AT General Manager shall review all the submitted materials and shall create and retain a written record of the review. The General Manager shall respond in writing at least generally to each material issue raised in the protest not later than **fifteen (15)** working days after receipt of the protest.
2. If the protested procurement involves Federal or State funds, the General Manager shall give notice to the interested party that he or she has the right to appeal to the appropriate Federal or State agency which shall be identified by name and address. An appeal hereunder shall be filed with the appropriate agency within **five (5)** working days of the dispatch of Notification of Unsuccessful Proposals to the interested party(ies).
3. The General Manager's decisions may be appealed in writing to Amador Transit prior to the award date, which is stated in the Notification of Unsuccessful Proposals. The Amador Transit Board of Directors shall review and decide the appeal based on the grounds and documentation set forth in the original protest to the General Manager. The appealing party may be represented by legal counsel if desired. Each party shall bear its own costs and expenses involved in the protest and appeal process, including any subsequent litigation. The decision of the Board of Directors shall be final unless the protested procurements are obtained in whole or in part with Federal or State funds.

X. PROPOSAL EVALUATION AND SELECTION

A proposal review panel will evaluate the proposals. Proposers may be telephoned and asked for further information, if necessary, and may be expected to appear for oral interviews on the date identified in the project timetable. Previous clients will also be called. The panel will make recommendations to the Amador Transit Board of Directors on the basis of the proposal, oral interview, and reference check. The Amador Transit Board of Directors reserve the right to select a consultant based solely on written proposals and not convene oral interviews.

Upon receipt of the proposals, a technical evaluation will be performed. Each of the major sections of the proposal will be reviewed and evaluated with criteria designed to help judge the quality of the proposal. Evaluation criteria will include such considerations as:

Evaluation Criteria	Maximum Points
Understanding of the project's purpose and need.	20
Previous experience of the firm with similar or related work.	20
Qualification of the firm and individuals who will be assigned to work on this project.	20
Consultant's approach to providing required services and products including personnel, tools, methods, schedules, etc.	20
Consultant support capability and experience with state and federal procedures as well as experience with small rural counties.	20
Total	100

Following the qualification-based ranking, negotiations shall be conducted with the most

qualified proposer. If a draft agreement cannot be reached with the top ranked candidate within five days, then negotiations may be terminated. Negotiations may then be opened with the second choice and the process repeated. When negotiations are terminated with the consultant, negotiations will not be reopened with them during this process. If an agreement cannot be reached with any of the consultants recommended by the selection committee, the selection committee will be asked to make additional recommendations.

Upon attainment of a draft agreement, the draft agreement will be forwarded internally within AT for review of content prior to final approval and execution by the AT Board of Directors.

AT retains the right to reject any and all submitted letters of interest and qualifications which do not comply with the provisions of this Request for Qualifications or for any other reasons deemed appropriate by the AT.

XI. PAYMENT SCHEDULE

AT intends to pay consultant on a time and reimbursable expense basis at the rates set forth in the contract. Although the work will be paid on a time and materials basis, the contract will contain a not-to-exceed amount. Not-to-exceed amounts may be required for sub tasks within the contract. All claims for progress payments must be accompanied by a progress report documenting percentage of work completed per task, hours spent by personnel or subcontractors working on the project in accordance with this RFP and subsequent contract, and dates and hours worked. Progress payments will only be approved if the AT project manager and General Manager have verified to the satisfaction of the AT Board that the amount and value of work completed is closely comparable to the value of the progress payment being requested. All invoices will be mailed to the AT office at Amador Transit, 11400 American Legion Drive, Jackson, CA 95685. For each statement received by the 8th day of a given month, the Board of Directors will endeavor to review the statement and approve payment of the invoiced amount in the same month.

XII. ATTACHMENTS

Attachments to this Request for Proposals are available on the AT's website www.amadortransit.org or on CD which can be picked up at the AT. AT will not mail or email copies of the Attachments. The exhibits followed by an asterisk below must be completed and submitted with proposal.

- Attachment A – Sample Contract & Contract Exhibits
 - Exhibit C: Levine Act Disclosure Statement*
 - Exhibit D: DBE Forms
 1. Notice to Proposers (Form 10-I)
 2. Standard Contract Provisions for Subconsultant/DBE Participation (Form 10-J)
 3. Consultant Proposal DBE Commitment (Form 10-01)*
 4. Consultant Contract DBE Information (Form 10-02) – submit with cost proposal in sealed envelope*
 5. Final Report – Utilization of DBE (Form 17-F)
 - Exhibit E: Debarment Certification Form*
 - Exhibit F: Certificate of Agency
 - Exhibit G: Certification of Consultant, Commissions, & Fees (Form 10-F)*

- Exhibit H: Certification of Costs & Financial Management System (Form 10-K)*
- Exhibit I: Nonlobbying Certification for Federal-Aid Contracts (Form 10-P)
- Exhibit J: Disclosure of Lobbying Activities (Form 10-Q)*