

AMADOR REGIONAL TRANSIT SYSTEM (ARTS)
EXPEDITED REQUEST FOR QUALIFICATIONS (RFQ)
INTERIM TRANSIT MANAGER CONSULTANT

The Amador Regional Transit System (ARTS) is soliciting qualified firms or individuals to submit their qualifications for providing interim transit management consulting services while ARTS evaluates its budget, considers organizational and service changes, and searches for a new full time transit manager. It is ARTS intention to select a firm or individual with proven experience in operating rural, regional transit systems in the State of California. The selected firm or individual will also have to demonstrate through interviews and references the ability to organize, communicate, and coordinate a number of major and minor issues involving ARTS Board of Directors, ARTS staff and drivers, ARTS riders, those with transportation needs, and the general public.

It is ARTS intention that the interim transit management consultant will, after an initial orientation of several days, work on average one day per week. The consultant will advise ARTS Board, ARTS current Assistant Transit Manager, and ARTS staff on how best to utilize existing human resources to maintain and improve its transit service operations and associated budget. It is intended that the interim transit management consultant will also assist in hiring a new full time transit manager.

Interested firms or individuals should submit their qualifications, references, and a letter of interest to Joyce Jones, Assistant Transit Manager, Amador Regional Transit System, 11400 American Legion Drive, Jackson, CA 95642 prior to 4:00 pm on Friday, April 30, 2010.

BACKGROUND/PROJECT DESCRIPTION

Amador County is located approximately 35 miles southeast of Sacramento in the Sierra Nevada foothills (population 35,100, based on 2000 census). Amador Regional Transit System (ARTS) has been providing transit services in Amador County since 1976 and operates with funding and limited oversight by the Amador County Transportation Commission (ACTC). ARTS was formed as a Joint Powers Agency (JPA) between Amador County and its five incorporated cities (Jackson, Sutter Creek, Ione, Plymouth, and Amador City). ARTS operates a deviated fixed route service on seven routes, Monday through Friday, between the hours of 5:40 a.m. and 7:15 p.m. (holidays excluded). Route deviations of up to three-quarters of a mile occur to serve ADA clients who request service in advance. ARTS' service includes night and morning commuter runs to Sacramento. ARTS staff presently includes four persons for administration and dispatch, sixteen bus drivers, two bus mechanics, and two bus washers. In addition to staff, some ARTS functions are provided by consultant contracts (Mobility Management, audits, advertising, and accounting). ARTS fleet presently includes eighteen vehicles (thirteen buses, three vans, and two trolleys). ARTS' operating budget is presently \$1.4 million for fiscal year 2009/10. ARTS is presently being challenged by severe budget reductions due in a large part to reduced sales tax (LTF).

In addition to its operating budget, ARTS has a robust capital improvement program which includes an approved FTA 5311 grant for five new buses, completion of the \$3.5 million Sutter Hill Transit Center, and a \$275,000 ARRA grant for an automatic vehicle location system. ARTS presently operates out of its maintenance and operations facility which houses ARTS operations, maintenance, and administration (as well as ACTC staff). The separate Sutter Hill Transit Center has begun to serve as the County's centralized passenger transfer facility.

ARTS is overseen by a six member Board of Directors with representatives from city councils and the County Board of Supervisors. The ARTS Board also serves separately as the Amador County Transportation Commission (ACTC). The ARTS Board and ACTC meet on the third Wednesday of every month at 6:00 p.m. The ARTS Board will form a consultant selection committee that will review candidates interested in providing interim transit management consulting services.

REQUIRED CONSULTANT SERVICES

The interim transit management consulting services that are desired by the ARTS Board at this time include, but are not necessarily limited to, the following list. Prospective consultants should be advised that ARTS is aware that the following list could easily require a full time position where as only part time assistance is being requested (one day per week). The actual time required to achieve ARTS objectives is negotiable. However, ARTS' intention is that, after Task 1, the consultants will be able to advise and direct existing staff and the Board of Directors regarding Tasks 2-14 minimizing the consultants direct time on each task.

1. Conduct a thorough review of ARTS present operations including the staff, their functions, the ARTS budget, transit routes, transit needs, State and federal requirements, pending and available grants, etc. and advise the ARTS Board regarding changes that can improve efficiency, reduce costs, and increase revenues.
2. Working with the existing Assistant Transit Manager and a Board appointed ad hoc transition committee, review current operating policies and provide recommendations, suggest changes that may improve operations, employee morale, agency efficiencies and effectiveness, etc.
3. Work with the existing Assistant Transit Manager and staff to review all staff positions and staff functions and recommend changes that may improve transit services and operating efficiencies while maintaining a balanced budget.
4. Work with the existing Assistant Transit Manager and staff to analyze transit needs data and existing transit routes, recommend changes as deemed necessary or appropriate given funding, budget, and other considerations.
5. Work with the existing Assistant Transit Manager and staff to assist the agency in forming a job description and hiring a new full-time transit manager.
6. Work with the existing Assistant Transit Manager and staff to clarify and improve job descriptions for all ARTS staff.
7. Work with the existing Assistant Transit Manager and staff to provide monthly staff reports and presentations to the ARTS Board of Directors securing their full understanding of options and alternatives available for any major action affecting budget, services, staffing, etc., and obtaining clear Board direction.
8. Work with the existing Assistant Transit Manager and staff to renew communications with State, local, and regional groups who provide funding to or receive services from the ARTS.
9. Work with the existing Assistant Transit Manager and staff to maintain and improve monthly service and budget reports including improved cash flow reports.
10. Work with the existing Assistant Transit Manager and staff in dealing effectively with customer complaints, bus driver concerns, and other typical day-to-day issues affecting normal operation of a rural transit bus system.
11. Work with the existing Assistant Transit Manager and staff to communicate and coordinate regularly with the ACTC Executive Director.
12. Work with the existing Assistant Transit Manager and staff to review recent environmental and safety measures being employed by the ARTS in light of budget constraints and recommend changes accordingly.
13. Work with the existing Assistant Transit Manager and staff to maintain required drug testing, employee safety requirements, and all other local, State, and federal laws.
14. Work with the existing Assistant Transit Manager and staff to review and provide recommendations regarding ARTS current consultant contracts.

PROPOSAL CONTENTS

At a minimum, proposals by firms or consultants interested in providing interim transit management consulting services should contain the following information:

Understanding of Need and Letter of Interest - Please provide a brief letter describing your understanding of the ARTS Board's needs and your firm's or individual's interest in providing the required services. Please provide an indication of the existing and projected workload of the individual who is proposed to serve as the interim transit management consultant and provide assurance that the individual will be able to be in Amador County for no less than one day per week following an initial three or four day orientation, that this individual is able to start work as early as May 10 - 20, 2010 and will be able to serve until a new ARTS transit manager is hired (anticipated July 1 or August 1, 2010). The consulting firm or individual shall certify that it is not currently committed to another project that would constitute a conflict of interest with ARTS needs as defined in the RFQ.

Firm or Individual's Qualifications/Background - Please provide an overview of the firm and individual that will assume all contract responsibilities. Background should include all relevant prior experience as well as the individual's qualifications to meet the ARTS Board's needs. Please provide at least three references who have had a direct and recent working relationship with the firm and/or individual seeking to fill the position of ARTS interim transit manager consultant.

Hourly Rates and Other Charges - The consultant or individual should provide a complete fee schedule to which they will be bound for all invoices and payments made pursuant to a contract secured via this RFQ. The hourly billable rates shall be fully inclusive of all costs incurred by Consultant, except any specifically identified direct reimbursable costs such as travel, lodging, etc. All such costs shall conform to State and federal funding requirements.

CONSULTANT EVALUATIONS, INTERVIEWS, AND AWARD SCHEDULE

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| 1. Request for qualifications advertised/circulation | April 15, 2010 |
| 2. Deadline for submittal of qualifications | April 30, 2010 |
| 3. Consultant interviews | Week of May 3-7, 2010 |
| 4. Consultant selection/contract negotiation | Week of May 3-7, 2010 |
| 5. Contract execution/notice to proceed | May 10-20, 2010 |

EVALUATION CRITERIA

An ARTS ad hoc selection committee will review each consultant submittal and select the most qualified firm or individual based on the following criteria:

1. Firm's and/or assigned individual's specialized experience, qualifications, technical competence. (20 points possible)
2. Firm's and/or assigned individual's demonstration of a clear understanding of ARTS' needs based on submission of all required information included in their statement of qualifications and interviews. (20 points possible)
3. Firm and/or assigned individual's past record of performing the required services and of working successfully in organizations similar to ARTS. (20 points possible)
4. Firm's and/or assigned individual's present workload and availability of staff for the project and ability to meet ARTS' needs. (20 points possible)
5. Firm's and/or assigned individual's hourly rates and other charges as related to the services required. (20 points possible)

CONSULTANT SELECTION

Upon completion of interviews and evaluation/rating of consultant firms, the ARTS consultant selection committee may negotiate a draft contract with the top ranked firm. If a final agreement cannot be reached with the top ranked firm or consultant within 2 days then negotiations may be terminated. Negotiations may then be opened with the seconded top ranked firm or consultant in accordance with the procedures set forth above. If an agreement cannot be reached with any of the consultants, the selection committee will make additional recommendations. ARTS retains the right to reject any and all consultant submittals pursuant to this RFQ and to terminate, adjust, or re-issue the RFQ if deemed necessary for any reason.

FEE AND METHOD OF PAYMENT

It is ARTS' intention to pay the consultant hired pursuant to this RFQ on a time and reimbursable direct expense basis at the rate set forth under the subsequent contract, for a total "not to exceed" amount. A total budget for these services has not yet been developed. Claims for progress payments shall be monthly prior to the Monday preceding the second Wednesday of each month and shall be accompanied by a progress report documenting hours worked, tasks carried out for each hour worked, progress toward meeting ARTS identified needs, and any tasks prioritized for accomplishment during the following, upcoming month. All claims submitted by the Monday preceding the second Wednesday of each month which are approved by ARTS pursuant to the contract terms shall be paid within 30 days.

POLICY

ACTC 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, ARTS requires that any consultant or 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, martial status, ancestry, sex, age, national origin, or disability. The consultant shall comply with Title VI of the Civil Rights Act of 1964 as amended according, 49CFR through Appendix H, and 23CFR 7.10.405(b). (See Attachment A)

LOBBYING CERTIFICATION

The proposal shall include a copy of the Lobbying Certification (see Attachment B), signed by an authorized representative of the proposing firm.

INSURANCE REQUIREMENTS

The successful consultant will be required to maintain, throughout the term of the contract, insurance of the type, amount and terms as described in Attachment D.

QUALIFICATIONS, SUBMISSION, AND DEADLINE

All letters of interest, statements of understanding, qualifications, experience, references, and billing/charges information shall become the property of ARTS once they are submitted pursuant to this RFQ. Questions regarding this RFQ should be directed to Joyce Jones (joyce@amadortransit.com), ARTS Assistant Transit Manager and/or Charles Field (charles@actc-amador.org), ACTC Executive Director. Packages containing the required information referenced above (letters of interest, statements of understanding, qualifications, experience, references, and billing/charges information) must be received and date stamped at the Amador Regional Transit System (ARTS) no later than 4:00 p.m. on Friday, April 30, 2010. Postmarks will not be accepted.

Attachment A

During the performance of this contract, the Consultant agrees as follows:

- a. The Consultant will not discriminate against any employee or applicant for employment because of race, sex, creed, color, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, sex, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, sex, creed, color, or natural origin.
- c. The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or contract or understanding, a notice advising the labor union or worker's representative of the Consultant's commitments under his nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Consultant agrees to ensure that disadvantaged business enterprises, as defined in 49 CFR Part 26, have the maximum opportunity to participate in the performance of contracts and subcontractors financed in whole or in part with federal funds provided under this contract. In this regard, Consultant shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform subcontracts.
- e. In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract, this contract may be canceled, terminated, or suspended in whole or in part.
- f. The Consultant shall carryout applicable requirements of 49 CFR, Part 26.

Attachment B
Lobbying Certification

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

The Consultant, _____, certifies and affirms the truthfulness and accuracy of each statement herein. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Consultant's Authorized Official

_____ Name and Title of Consultant's Authorized
Official

_____ Date

Attachment C

Insurance

3.12.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to ARTS that it and its subcontractors have secured all insurance required under this section.

3.12.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the negligent performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *if Consultant has employees, Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Practices Liability limits of \$1,000,000 per accident.

3.12.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants if applicable to procure and maintain, for a period of three (3) years following completion of the Project, a claims made errors and omissions liability insurance appropriate to its profession as determined by ARTS. Such insurance shall be in an amount not less than \$1,000,000 per claim and in the aggregate.

3.12.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by ARTS to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall be endorsed to state that: (1) ARTS, its directors, officials, officers, employees and agents shall be covered as additional insurers with respect to the Services or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects ARTS, its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by ARTS, its directors, officials, officers, employees and agents shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that the insurance coverage shall be primary insurance as respects ARTS, its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by ARTS, its directors, officials, officers, employees and agents shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against ARTS, its directors, officials, officers, employees and agents for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to ARTS; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to ARTS, its directors, officials, officers, employees and agents.

3.12.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by ARTS. If ARTS does not approve the deductibles or self-insured retentions as presented, Consultant shall guarantee that, at the option of ARTS, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects ARTS, its directors, officials, officers, employees and agents; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.12.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to ARTS.

3.12.7 Verification of Coverage. Consultant shall furnish ARTS with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to ARTS. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by ARTS before work commences. ARTS reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.13 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.