

**City of Spartanburg, South Carolina
on behalf of the Spartanburg Area Regional Transit Agency**

**A COMPREHENSIVE OPERATIONAL ANALYSIS (COA) FOR PUBLIC
TRANSIT IN SPARTANBURG, SC**

RFP NO. 1718-06-26-01

1.0 INTRODUCTION

1.1 Background

The City of Spartanburg is seeking to redesign its transit system to maximize the effectiveness of the system within our resource constraints. We seek to redesign routes to improve efficiency with emphasis on providing the highest level of service possible for the city's transit dependent population. We are open to alternative service delivery models and innovative solutions. Our priority is providing pathways to self-sufficiency and financial stability for our low income population and we recognize that inadequate transportation is a significant barrier for many.

We believe our current resources can be redeployed in a significantly more effective manner. We seek experienced and creative consultants to help us identify how.

1.2 Process

Representatives from SPARTA and the City of Spartanburg will review received proposals and provide vendor recommendations to the City Council for final approval.

1.3 Existing System

SPARTA currently operates 8 fixed routes (4 are 60 minute loops and 4 are 30 minute loops). The operate M-F 6:00 a.m. to 6:00 p.m., Saturday 10:00 a.m. to 6:00 p.m and no service on Sunday.

1.4 Resources Profile

SPARTA is the brand name for the operations of the Spartanburg Area Regional Transit Agency. First Transit is the Contract Operator for The City of Spartanburg. SPARTA has the following administration staff:

- General Manager
- Office Manager/Operations Manager

Operations staff consists of two dispatch operators, two mechanics, one utility worker, one parts clerk, six full time drivers, and seven part time drivers.

2.0 SCOPE OF SERVICES

2.1 Project Goals

The goal of the project is to provide City Council with a recommended design of a transit system that addresses the city's aims described above. In addition to the recommended design, the project should include descriptions and discussion of alternative approaches for City Council consideration.

We envision that the consultant will begin with an analysis of the location and concentration of those likely to be transit dependent within the city and the relevant destinations. We expect the consultant to consider the optimal number of fixed routes, their paths, scheduling, and pricing.

In addition, we expect the consultant to offer recommendations on any other strategies the City should consider to minimize the number of residents negatively impacted by inadequate transportation.

2.2 Project Deliverables

A. Reports and Documentation

1. Four (4) summary status reports, including any and all data, tables, analyses, spreadsheets, maps, graphics, etc., to be provided during milestone presentations to the City Council, as deemed necessary; one for each Task #1-4.
2. At least One (1) public meeting prior to the final presentation for public input. One (1) final report [one (1) electronic copy and fifteen (15) printed/bound copies], including any and all data, tables, analyses, spreadsheets, maps, graphics, etc., along with any interim reports, briefings, etc., utilized in the preparation of the final report to be included in digital format, to be presented during the final presentation made to the City Council during a public meeting. Final report must include a detailed Project Schedule outlining a detailed Implementation Timeline for each alternative.

B. Presentations

1. Two (2) final presentations will be made in person; one (1) to the public (in which all relevant boards, committees, stakeholders, etc., in addition to the general public, are all offered accessibility, ample opportunity, and adequate advance notice to be present during the presentation), and one (1) to the City Council.

3.0 CONSULTANT SUBMISSIONS

3.1 Submission Details

RESPONSE TO THIS REQUEST FOR PROPOSALS MUST INCLUDE THE FOLLOWING:

Those firms interested in providing professional services for this project must submit one (1) unbound original, two (2) bound copies and one (1) digital copy of the proposal packet on USB flash drive. The proposal must include the items specifically enumerated in section 3.2. The proposal packet shall be limited to 20 double sided pages (40 printed pages, not including the cover page or required City forms).

3.2 Proposal Development

A. Required content of proposal:

The detailed requirements set forth in the Proposal Format are recommended. Failure by any Proposer to respond to a specific requirement may result in disqualification. The City reserves the right to accept or reject any or all proposals. Proposers are reminded that proposals will be considered exactly as submitted. Points of clarification will be solicited from proposers at the discretion of the City. Those proposals determined not to be in compliance with provisions of this RFP and the applicable law and/or regulations will not be processed.

All costs incurred by the Proposer associated with RFP preparations and subsequent interviews and/or negotiations, which may or may not lead to execution of an agreement, shall be borne entirely and exclusively by the proposer.

The information and proposed budget for the consultant selected for contract award will form the basis for negotiation of a contract. The City of Spartanburg reserves the right to issue a contract without further negotiation using the information contained in the RFP. Failure of a prospective contractor to accept this method of contract development will result in cancellation of the award.

B. Proposal format:

The proposal format requirements were developed to aid Proposers in their proposal development. They also provide a structured format so reviewers can systematically evaluate several proposals. These directions apply to all proposals submitted.

The purpose of the Proposal is to demonstrate the technical capabilities, professional qualifications, past project experiences, and knowledge within this industry. Proposer's proposal must address all the points outlined herein as required, in the following order.

1. **Transmittal Letter:** A transmittal letter must be submitted with the proposal which shall include:

- a. The RFP subject and number.
- b. Name of the firm responding, including mailing address, e-mail address, telephone number, and name of contact person or persons.
- c. The name of the person or persons authorized to make representations on behalf of the consultant, binding the firm to a contract.

2. Professional Qualifications and Experience:

- a. A brief description of the firm (including any sub consultants included in the proposal), their organizational structure, location of principal offices, and number of professional personnel.
- b. A qualification summary containing a description of the firm's qualifications and the resumes of all key personnel including all outside consultants and/or subcontractors to be employed on this project including their longevity with their respective firms and a brief description of their role in the project.
- c. The name and relevant experience of the project manager who will have direct and continued responsibility for the project. This person will be the contact on all matters dealing with the project and will handle all day-to-day activities from project initiation to completion.
- d. Project descriptions (at least three) of previous work completed by the project team for similar scope and size. Include a reference (name of person, organization, telephone number, email address, project title) and brief project description for each project and which team members assigned to this project worked on the referenced projects. The references provided shall be the most current contact information. References with inaccurate contact information shall not be considered.

3. Project Approach:

An overall description of the strategy and methods by which the firm intends to approach the project. This shall include detailed examples of the approach to be taken toward completion of the project, and explanation of any variances to the proposed scope of work as outlined in the RFP, and any insights into the project gained as a result of developing the proposal.

4. Cost: A cost proposal consisting of:

- a. The firm's standard hourly rate fee schedule. Also include the standard hourly rate fee schedule for each team member.
- b. A composite schedule, by task, of direct labor hours.

- c. An itemized schedule of all labor and direct expenses. If the use of sub-consultants is proposed, a separate schedule of all labor and expenses must be provided for each sub-consultant.
- d. A lump sum fee for services.

4.0 PROPOSAL EVALUATION CRITERIA

4.1 The City will evaluate proposals based on the factors outlined within this section, which shall be applied to all eligible, responsive proposals in selecting the successful Proposer.

The City reserves the right to disqualify any proposal for, but not limited to; person or persons it deems as non-responsive and/or non-responsible. The City reserves the right to make such investigations of the qualifications of the proposer as it deems appropriate.

Award of any contract may be made without discussion with Proposers after responses are received. The City reserves the right to cease contract negotiations if it is determined that the proposer cannot perform services specified in their response.

4.2 Proposal evaluation criteria will be grouped into percentage factors as follows:

A. Professional Qualifications and Experience *(Maximum 30 points)*

1. Professional qualifications of key team members necessary for satisfactory performance work on project activities.
2. Specialized experience conducting similar research and working on similar projects, particularly in diversity of methodologies required to a variety of data to create a full picture or needs, assets, and potential solutions.
3. Proposer has adequate staff and capacity to accomplish the work for this project.

B. Project Approach *(Maximum 25 points)*

1. Proposer has a detailed understanding of the key data sources and assets (local, state or federal; private or public) that may be used to conduct research and to develop programs that could be of use to SPARTA.
2. Proposer's approach to the project recognizes the special circumstances in working with advisory committees, public agencies and developing public-private partnerships.
3. Adequacy in identification of actions needed to carry out the required tasks in a successful manner.
4. Reasonability of schedule/timetable for completing various stages of the project, given the expected factors associated with each particular task.

- C. **Past Performance** (*Maximum 20 points*)
 - 1. Past performance on project contracts with government agencies.
 - 2. Demonstrated ability to work effectively with public agencies and related parties.
- D. **Cost** (*Maximum 20 points*)
- E. **Conformance to the requirements of this solicitation** (*Maximum 5 points*)
 - 1. All appropriate forms included.
 - 2. Proposer's responsiveness to the proposal requirements and guidelines.

5.0 SELECTION PROCESS

5.1 A project selection team shall be formed to review and evaluate the proposals. The selection team members shall complete evaluation forms giving consideration to information provided in the proposals.

The selection committee may elect to interview firms short listed but reserves the right to award the contract based upon the City's review and ranking of proposals.

5.2 Contract Negotiation

The selected firm will be responsible for developing and submitting a detailed Project Scope and Time Schedule to be included in the contract documents. This scope and schedule shall be consistent with the requirements of this RFP and is subject to approval by the City of Spartanburg.

FTA CLAUSES

The City of Spartanburg "SPARTA" is federally funded and therefore all vendors are subject to and all Procurements include the following contract clauses implicitly required federal clauses for All City of Spartanburg "SPARTA" purchases. Reference all regulations in circular 4220.1F regarding procurements involving third party contract.

city_procurement@cityofspartanburg.org

FTA REQUIRED CLAUSES FOR THIRD PARTY CONTRACTORS AND SUB-AGREEMENTS

In order for THE CITY OF SPARTANBURG "SPARTA" to use FTA financial assistance to purchase/conduct capital projects THE CITY OF SPARTANBURG "SPARTA", and the third party contractor(s) qualified to perform these projects, must comply with all applicable Federal requirements. The City of Spartanburg "SPARTA" is federally funded and therefore all vendors are subject to and all Procurements include the following contract clauses implicitly required federal clauses for All City of Spartanburg "SPARTA" purchases. Reference all regulations in circular 4220.1F regarding procurements involving third party contract.

These clauses are not required for micro-purchases, except for construction related contracts over \$2000 where Davis-Bacon is a requirement.

All FTA Contracts and Subcontracts:

1. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD

PARTIES: (a) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to the contract and shall not be subject to any obligations or liabilities to the Purchaser Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. (b) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

(a) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. And U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining the underlying contract or the FTA assisted project for which the contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate. (b) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate. (c) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ACCESS TO RECORDS ADA Access (All) In general, contractors must comply applicable requirements of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973, and USDOT/FTA implementing regulations.

3. **FEDERAL CHANGES** Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of contract.

4. CIVIL RIGHTS

Nondiscrimination - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue. Equal Employment Opportunity 1. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 - The following equal employment opportunity requirements apply to the underlying contract: et seq 2.

Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue. ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. 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. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Disadvantaged Business Enterprise (All)

It is federal and state policy to award a fair share of contracts to disadvantaged business firms. Accordingly, affirmative steps must be taken to assure that disadvantaged businesses are utilized to meet DBE goals and objectives as outlined in the Grant Agreement. It is hereby declared to be the public policy of the City of Spartanburg "SPARTA" to encourage, develop and support the full participation of disadvantaged business in City of Spartanburg "SPARTA" contracts. "Disadvantaged Business Enterprises" as defined in Section 8(d) of the Small Business Act, is a small business concern owned and controlled by socially and economically disadvantaged individuals. The term "owned" means that at least fifty-one percent (51%) of the business is owned by disadvantaged group members, or in case of publicly owned business, at least fifty-one percent (51%) of the stock of which is owned by disadvantaged group members.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION

(FTA) TERMS The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any THE CITY OF SPARTANBURG "SPARTA" requests which would cause THE CITY OF SPARTANBURG "SPARTA" to be in violation of the FTA terms and conditions. The following is a standard termination clause. Construction and A&E Contracts will usually have some type of specific clauses which are industry standard.

Energy Conservation Requirements (All)

The Contractor agrees to comply shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable State energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Sections 6321 et sep.

RECYCLED PRODUCTS 42 U.S.C. 6962 40 CFR Part 247 Executive Order 12873 (\$10,000 or more)

Applicability to Contracts: The Recycled Products requirements apply to all contracts for items designated by the EPA, when the Consultant procures \$10,000 or more of one (1) of these items during the fiscal year, or has procured \$10,000 or more of such items in the previous fiscal year, using Federal funds. Flow down Requirements: These requirements flow down to all consultant and sub-consultant tiers. Recovered Materials - The consultant agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247. The consultant agrees to comply with the U.S. Environmental Protection Agency (US EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 CFR part 247.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Lower Tier Covered Transactions. >\$25,000

(Third Party Contracts Over \$25,000) This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any

lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the Jackson Transit Authority. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Jackson Transit Authority, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

I hereby certify that by signing below, all applicable federal requirements relating to FTA C 4220.1F will comply with the Federal Laws and Regulations that affect FTA funded procurements. These FTA requirements are incorporated into the City of Spartanburg "SPARTA" policies and procedures whereby being adopted by Resolution Number 12-15. The Resolution shall be in full force and effect from and after its adoption and the procedures required by law.

Date _____

Signature _____

Print Full Name

Company Name _____

Title _____

PO # _____

Vendor shall complete this form and email it or fax it to city_procurement@cityofspartanburg.org / 864-596-2365