

Executive Committee

March 13, 2024 | 3:30 p.m. – 4:45 p.m.



Onsite:

Greater Portland Transit District
114 Valley Street, Conference Room A | Portland, ME 04102

Remote:

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/84142523243?pwd=RjBWTStDV2R3enB6MzA0Q1haZVFQZz09>

Passcode: 344764 | Webinar ID: 841 4252 3243

Phone: (646) 558-8656 | Telephone participants: *9 to raise hand, *6 to unmute

MEETING AGENDA

AGENDA ITEM	PRESENTER	ACTION or INFORMATION
1. Call Meeting to Order (3:30)	Ed Suslovic, Board President	N/A
2. Public Comment (3:30-3:35) The Board of Directors welcomes public comments at this time for items <u>not listed</u> on this agenda at this time. For items listed on the agenda, the chair will allow members of the public to comment following the staff presentation. There is a <i>three-minute time limit</i> per speaker. (Comments will be paraphrased in meeting minutes)	Ed Suslovic, Board President	Information
3. Meeting Minutes (3:30-3:35) Review and approve minutes from the February 29, 2024 meeting.	Ed Suslovic, Board President	ACTION
4. Town of Gorham Metro Membership (3:35-4:00) Pending Gorham Town Council action on March 12, provide direction on next steps pertaining to the Town of Gorham’s potential decision to seek membership with GP Metro.	Greg Jordan, Executive Director	Information and Possible Action
5. Process for Selecting a Permanent Executive Director (4:00-4:25) Provide direction on selection of executive search services related to selecting permanent Executive Director.	Greg Jordan, Executive Director	Information and Possible Action
6. Executive Director Transition (4:25-4:35) Staff will provide an update on key topics related to the current Executive Director’s departure on March 15.	Greg Jordan, Executive Director Glenn Fenton, Chief Transportation Officer	Information

<p>7. Future Agenda Items (4:35-4:45)</p> <ul style="list-style-type: none"> • Executive Director Search Process • Agency Strategic Planning (Ongoing) • Collective Bargaining Agreement Renewal • PACTS Initiatives and Reforms (Ongoing) • ADA Paratransit Service and Contract 	Ed Suslovic, Board President	Information
<p>8. Upcoming Meetings (4:35-4:45)</p> <ul style="list-style-type: none"> • Ridership Committee – March 20, 2024 at 3:30 p.m. • Board of Directors – March 28, 2024 at 4:00 p.m. • Finance Committee – April 3, 2024 at 4:00 p.m. • Executive Committee – April 10, 2024 at 3:30 p.m. 	Ed Suslovic, Board President	Information
<p>9. Adjournment (4:45)</p>	Ed Suslovic, Board President	ACTION

As of November 9, 2022 Greater Portland METRO is holding meetings of the Board of Directors (and its committees) in hybrid format, both in person at METRO’s offices and via webinar. The remote portions of all meetings are conducted in accordance with the requirements of [METRO’s Remote Participation Policy](#) (adopted August 25, 2022) as well as LD 1772, PL 2022 Ch. 666, and 1 MRSA Chapter 13, Subchapter 1.



Greater Portland Metro Executive Committee
Thursday, February 29, 2024:
DRAFT Meeting Minutes:

Representative:	Municipality:	Title:	Attendance:
Mike Foley	Westbrook	President & Chair	Present
John Thompson	Westbrook	Secretary	Present
Ed Suslovic	Portland	Member	Present
Hope Cahan	Falmouth	Past President	Present
Paul Bradbury	Portland	Treasurer	Absent

Staff Present & Others Present:	Identified Members of the Public
Greg Jordan, Executive Director Mike Tremblay, Shelly Brooks, Chief Financial Officer	

1: With a Quorum in place, this meeting was called to order at: 5:00 PM

2: Public Comment:

No members of the public were present.

3: Approval for minutes on January 10, 2024

Hope Cahan made a motion to approve the January 10, 2024 meeting minutes as presented. Paul Bradbury seconded the motion. After a roll call vote was taken, the motion passed unanimously by all those present.

4: Process for Selecting a Permanent Executive Director's Report

Greg Jordan provided an overview of a preliminary timeline and major milestones related to selecting a permanent Executive Director. Mr. Jordan also reviewed a draft scope of work for executive search services. He reminded the committee that while the Board of Directors waived the agency's procurement rules in order onboard a firm as quickly as possible, staff still planned to seek bids from 2 to 3 firms and evaluate proposals based on established criteria.

The committee concurred with scope as drafted and asked about final consultant selection. Mr. Jordan indicated that staff could review and select the most advantageous firm/proposal based on criteria or could present information to the Executive Committee for review prior to making an award. Committee members agreed that information should be presented to the Executive Committee prior to making an award. With this requirement, the committee directed staff to commence the process for soliciting proposals.



5: Future Agenda Items

Board member (and incoming President) Ed Suslovic, asked that the next meeting include an item on the transition to Interim Executive Director, Glenn Fenton.

6. Upcoming Meetings

- Finance Committee: March 6, 2024 at 4:00 pm
- Executive Committee: March 13, 2024 at 3:30 pm
- Ridership Committee: March 20, 2024 at 4:00 pm
- Board of Directors: March 28, 2024 at 4:00 pm

7. Adjournment

Hope Cahan made a motion to adjourn the meeting. John Thompson seconded the motion. Committee chair Mike Foley then adjourned the meeting at 5:25 p.m.

DRAFT

EXECUTIVE COMMITTEE

AGENDA ITEM 4

DATE

March 13, 2024

SUBJECT

Town of Gorham

PURPOSE

Transitioning the Husky Line from its pilot phase to permanence, and inviting the town of Gorham to join the agency as a formal member municipality.

BACKGROUND/ANALYSIS

GP Metro staff met with the Gorham Town Council on February 13, 2024. As further elaborated below, the purpose of the meeting was to present GP Metro's recommendation to continue the Husky Line in Gorham and provide the town with information on joining the agency as a full member. Following this meeting, the town placed this issue on its March 12, 2024 town council agenda for action. Staff will brief the Executive Committee on the outcome of this town council meeting.

The Husky Line was launched in 2018 as limited stop express bus service that serves the municipalities of Gorham, Westbrook and Portland. The project was the result of a multi-party partnership that included the municipalities of Gorham, Portland, and Westbrook as well as the Maine Department of Transportation, University of Southern Maine, and Greater Portland Council of Governments.

Three bus stops are provided within the town of Gorham, including at the USM Gorham campus, Gorham Village, and Route 25 at Libby Street. There are currently two Husky Line bus stops in Westbrook and seven bus stops in Portland. The Husky Line serves bus stops every 30 minutes on weekdays from 6:30 a.m. to 11:00 p.m. with reduced service levels on weekends.

Gorham's participation was organized as a three-year pilot project (2019-2021) during which time the town would contribute \$35,000 per year to cover a small portion of the Husky Line's operating cost. At the time of project approval by the town council, GP Metro staff clearly communicated the following key points:

- GP Metro would complete an evaluation of the Husky Line at the end of the pilot phase and make a recommendation on continuation.
- Based on a recommendation to continue the service, GP Metro would request that the Gorham Town Council state its desire to maintain Husky Line stops within town limits (excluding the USM campus).

- In the event Gorham desires to maintain Husky Line service within the town, GP Metro would ask the town to join the Greater Portland Transit District as a member municipality and provide funding to cover its fair share of operating and capital costs in accordance with GP Metro's cost-revenue allocation policies.

The pilot phase was extended by two years as a result of the COVID-19 pandemic's impact on public transit service operations, ridership, costs and fare revenue.

For the purposes of the process with the town of Gorham, GP Metro staff have concluded that the Husky Line project has demonstrated its effectiveness as a regional public transit service and its value to residents, workers, students and visitors from across the region. Husky Line ridership totaled nearly 200,000 boardings in its first full year of operation in 2019. While the COVID-19 pandemic caused ridership to drop in years 2020-2022, boardings recovered to 160,000 in 2023. GP Metro staff project an increase to 190,000 in 2024.

Additionally, the Husky Line corridor was identified in the Metropolitan Planning Organization's (PACTS) long range transit plan ([Transit Tomorrow](#)) as one of five corridors in the region with the potential to support high capacity transit (e.g., Bus Rapid Transit, Light Rail, Streetcar). PACTS selected the Gorham-Westbrook-Portland corridor as the first alignment on which to conduct a 2022-23 Alternatives Analysis (AA). The AA is a federal prescribed process that seeks to determine the best transit mode/technology and route alignment for a particular study area. That process is complete and the recommended Locally Preferred Alternative (LPA) is essentially the Husky Line alignment with two mid-route route adjustments.

GP Metro staff met with Gorham's Town Manager and senior staff on two occasions, most recently on January 4, 2024. The purpose of the meetings was to discuss and agree on a process for the Town Council to assess the performance of the Husky Line and determine if the town wanted the service to continue and to join the agency.

GP Metro and Town staff reviewed the performance of the Husky Line as well as the key issues and questions involved in joining the agency as a member municipality. These issues included: anticipated town costs as full members, agency process of determining annual municipal funding, board representation and commitment, withdrawal from the district, municipal debt obligations (including hold harmless provision for past debt), and balance of local-Metro control over transit decisions.

The next step in the process is for GP Metro staff to attend a Gorham Town Council workshop on February 13, 2024. Depending on the outcome of this workshop, this matter will be advanced for Town Council action in March 2024. An affirmative vote by the council will mean Gorham will join the agency immediately thereafter and continue to have active transit access within the town.

The attached slide deck was the principal source of information for this meeting and is attached for Executive Committee review.

FISCAL IMPACT

Based on GP Metro's current cost-revenue allocation plan, the fiscal impact of the town joining the district will be to increase the town's municipal contribution from \$35,000 to \$170,139.

PRIOR COMMITTEE REVIEW

Executive Committee – January 10, 2024

Executive Committee – December 14, 2022

RECOMMENDATION

This item is for input and discussion.

CONTACT

Greg Jordan

Executive Director

207-517-3025

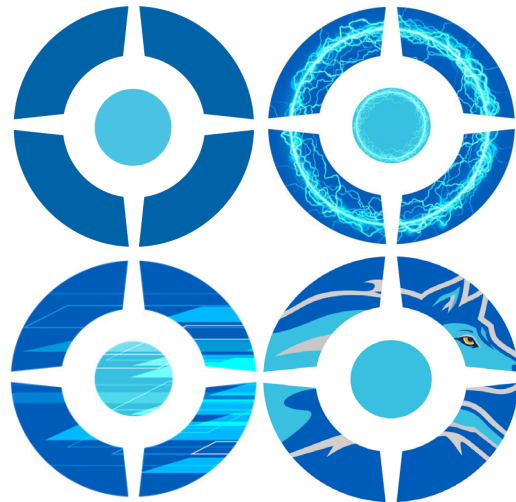
gjordan@gpmetro.org

ATTACHMENTS

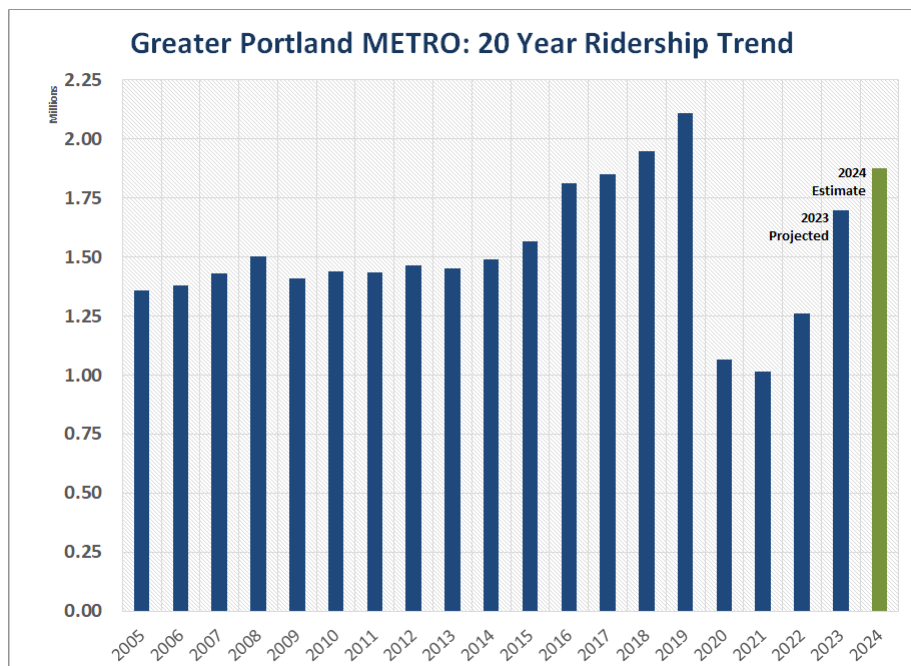
Attachment A – Town of Gorham Slide Deck: January 4, 2024.

GREATER PORTLAND METRO

Town of Gorham
Husky Line Continuation
&
District Membership
January 4, 2024

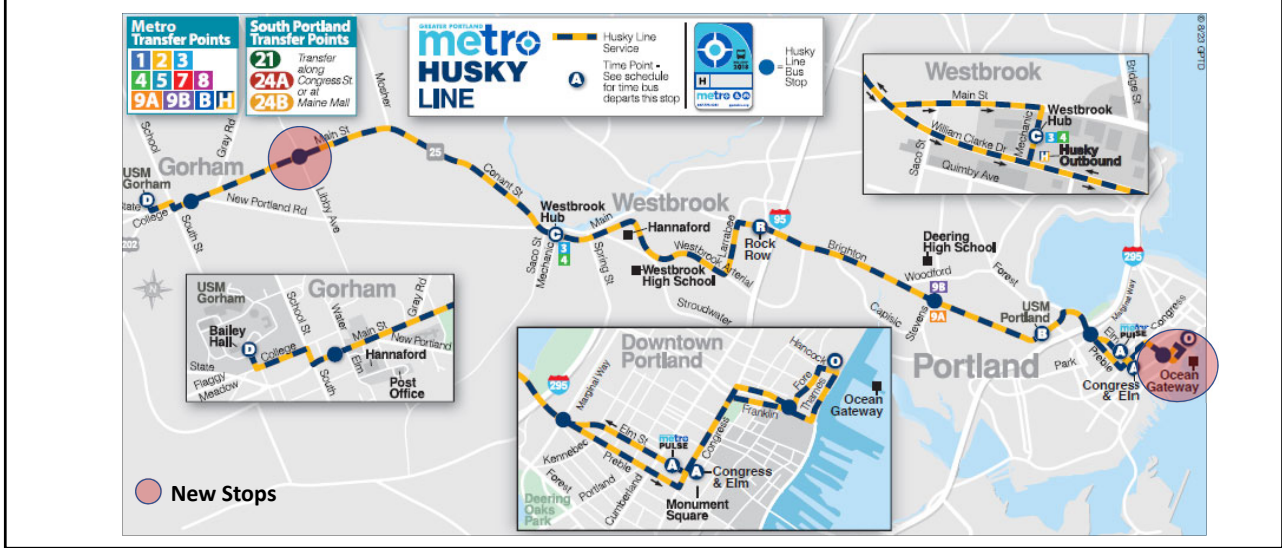


SYSTEM RIDERSHIP 20 Year History



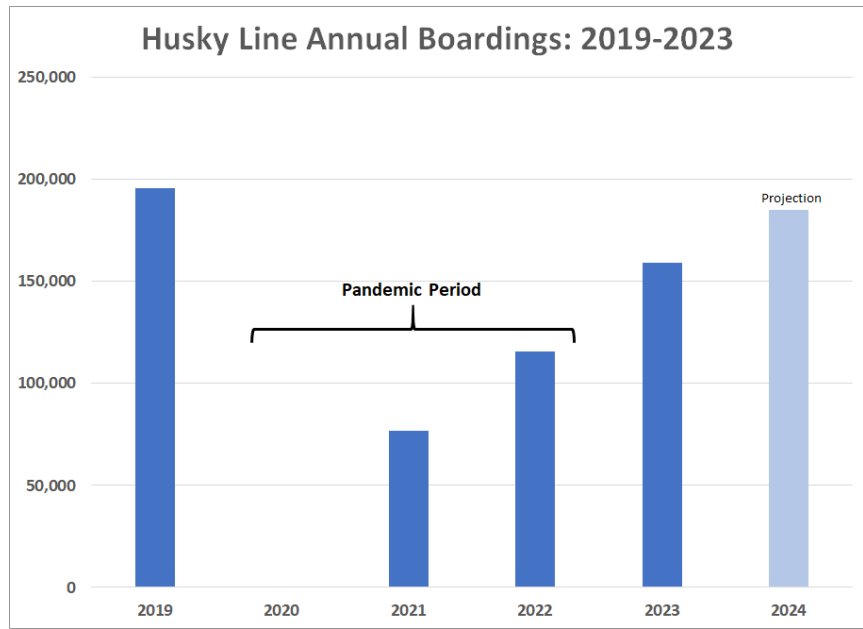
Husky Line & Town of Gorham

Route Alignment and Bus Stops

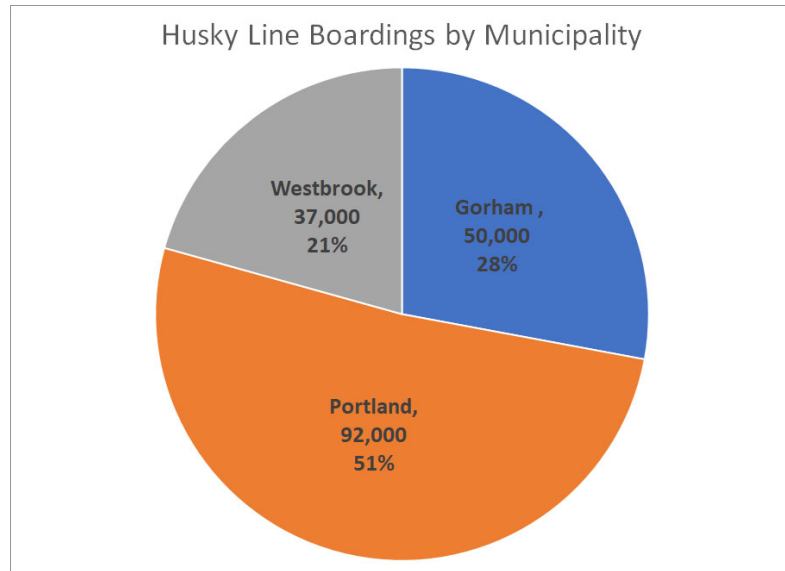


HUSKY LINE

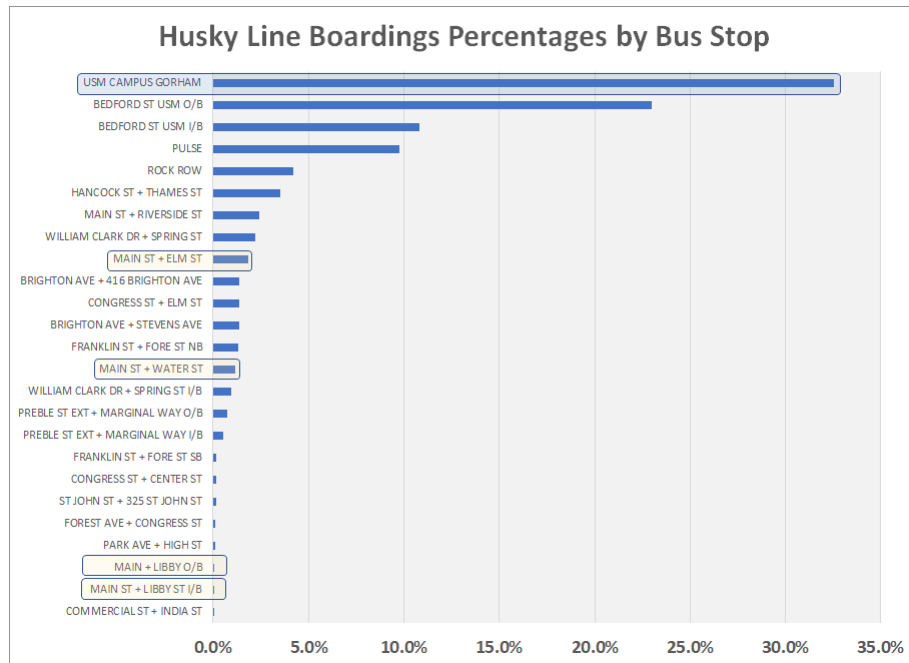
Annual Ridership



HUSKY LINE
Boardings by Municipality



HUSKY LINE
Ridership by Bus Stop



Husky Line & Town of Gorham

State Statute and Agency By-laws

MRS Title 30-A, Chapter 163: TRANSPORTATION

§3516: Estimate of Expenditures; Contributions; Budget

Milestone	Action
October 31	Date by which a preliminary operating budget must be approved along with the formula by which local contributions are determined and the local contribution amounts.
November 1	Date by which Metro is required to submit the preliminary budget, local contribution formula, and local contribution amounts to the "municipal officers" (i.e., the city/town councils) of member municipalities.
November 30	Date by which city/town councils are required to notify Metro of a rejection of the formula by which local assessments are determined. A rejection would trigger a mediation process through the Public Utilities Commission.
February 29	Date by which Metro must approve a final budget.
April 1	Date by which Metro transmits "warrants for taxes" to the member municipalities.
July-August	Local contributions due to Metro within 30 days after the date that taxes are due within each member municipality.

Husky Line & Town of Gorham

2024 Cost and Funding Allocations

Husky Line (2024)	Direct Operating Costs & Associated Funding						Fixed Costs & Associated Funding				Total Local Funding
	Operating Hours	Operating Costs (Variable)	Fare Revenue	Non-Local Funding	Local Funding	Total Funding	Cost Allocation	Non-Local Funding	Local Funding	Total Funding	
Gorham	4,280	\$ 369,146	\$ 172,153	\$ 72,274	\$ 124,719	\$ 369,146	\$ 258,939	\$ 213,519	\$ 45,420	\$ 258,939	\$ 170,139
Portland	4,949	\$ 426,847	\$ 244,528	\$ 83,571	\$ 98,748	\$ 426,847	\$ 299,414	\$ 246,894	\$ 52,520	\$ 299,414	\$ 151,267
Westbrook	4,146	\$ 357,589	\$ 151,556	\$ 70,011	\$ 136,022	\$ 357,589	\$ 250,832	\$ 206,834	\$ 43,998	\$ 250,832	\$ 180,020
Total	13,375	\$ 1,153,582	\$ 568,237	\$ 225,857	\$ 359,488	\$ 1,153,582	\$ 809,185	\$ 667,247	\$ 141,938	\$ 809,185	\$ 501,426

Local contributions developed based on following factors and considerations:

- Fixed and variable costs are determined.
- Most federal funding covers agency's fixed costs, except that portion which must be covered with local funding (i.e., debt service, local match on grant funding, contribution to agency reserves) – local funding for fixed costs allocated in proportion to Revenue Hours.
- Direct operating costs (variable) determined based on Revenue Hours within each municipality multiplied by variable cost/hour:
 - Fare revenue is applied by route/municipality based on total boardings multiplied by average fare.
 - Remaining non-local funding is allocated in proportion Revenue Hours – unless funding is earmarked for specific routes.
 - Local funding required from municipalities is remainder after all other funding sources accounted for.

** In connection with joining the district, Gorham's local contribution would be sourced from the town's 2024-25 fiscal year.*

**Husky Line
& Town of
Gorham**
State Statute and
Agency By-laws

MRS Title 30-A, Chapter 163: TRANSPORTATION

• **§3504. Management: Greater Portland Transit District**

- The board of directors of the Greater Portland Transit District, composed of the City of Portland, the City of Westbrook and the Town of Falmouth, consists of 5 directors appointed from the City of Portland, 3 directors appointed from the City of Westbrook and 2 directors appointed from the Town of Falmouth.
- Notwithstanding the other provisions of this chapter, the **board of directors of the Greater Portland Transit District may receive and accept applications for membership from other municipalities** located wholly or partially within, or contiguous to, the Portland Area Comprehensive Transportation System whether or not they are contiguous to other members of the Greater Portland Transit District and **may determine the number of directors to be appointed from those municipalities** to the board of directors of the Greater Portland Transit District on any basis that is **mutually agreed upon by the municipality applying for membership and the board of directors** of the Greater Portland Transit District.
- The **member municipalities may, by ordinance, provide that their appointees serve at the will of the appointing power** or for terms that are shorter than those established in subsection 2.

**Husky Line
& Town of
Gorham**
Board
Representation

CURRENT								
Municipality	Rev. Hours	%	Population	%	Avg	Board Weight	%	
Brunswick	2,270	2%	21,836	15%	9%	1	6%	
Falmouth	3,324	4%	12,575	9%	6%	2	13%	
Freeport	2,270	2%	8,767	6%	4%	1	6%	
Gorham	-	0%	-	0%	0%	0	0%	
Portland	64,463	70%	68,313	48%	59%	8	50%	
Westbrook	17,407	19%	20,572	15%	17%	3	19%	
Yarmouth	2,270	2%	8,997	6%	4%	1	6%	
Total	92,003	100%	141,060	100%		16	100%	
PROPOSED								
Municipality	Rev. Hours	%	Population	%	Avg	Board Weight	%	
Brunswick	2,270	2%	21,836	14%	8%	1	6%	
Falmouth	3,324	3%	12,575	8%	6%	2	11%	
Freeport	2,270	2%	8,767	5%	4%	1	6%	
Gorham	4,280	4%	18,426	12%	8%	1	6%	
Portland	64,463	67%	68,313	43%	55%	9	50%	
Westbrook	17,407	18%	20,572	13%	15%	3	17%	
Yarmouth	2,270	2%	8,997	6%	4%	1	6%	
Total	96,283	100%	159,486	100%		18	100%	

**Husky Line
& Town of
Gorham**
State Statute and
Agency By-laws

MRS Title 30-A, Chapter 163: TRANSPORTATION

• **§3518. Withdrawal**

- A municipality may withdraw from the district at the end of a fiscal year provided that it has given the board of directors at least one year's written notice of its intention to do so.
- The municipality must pay its proportionate share of the current indebtedness of the district before withdrawal and must agree by appropriate written document to pay its proportionate share of any long-term indebtedness of the district as that indebtedness becomes due and payable.
 - *Gorham to be held harmless from any district debt obligations incurred prior to the town becoming a member.*
- During the period of notice, the withdrawing municipality does not become liable for any capital expenditures or borrowings which may be made by the district.
- The proportionate share of the withdrawing municipality in any current and long-term indebtedness of the district shall be in accordance with the formula then in effect for payment of the current and long-term indebtedness.

Husky Line & Town of Gorham
Next Steps

Next Steps:

Milestone	Timeframe
Gorham Town Council workshop(s)	January-February
Gorham Town Council vote to join Metro	February-March
Metro board action to accept town membership	February-March
Town representative seated on board	April
Formal notice of local assessment issued	April
Local assessment due from member municipalities	July
Process starts to develop agency's FY 2025 budget	August

Husky Line & Town of Gorham

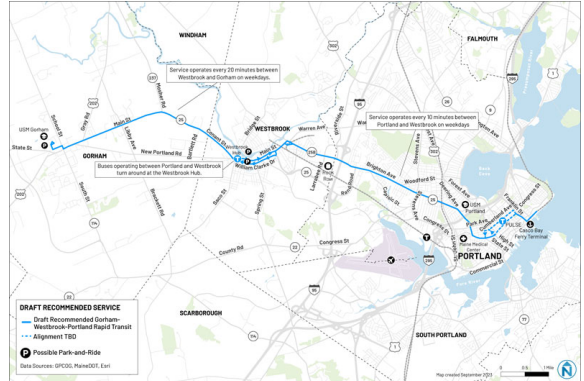
Rapid Transit Project – Project Status

- **Phase I study complete.**
- **Seeking endorsements of Locally Preferred Alternative (Alignment & Mode):**
 - Metro Board of Directors: October 2023
 - City of Portland: 2024
 - City of Westbrook: 2024
 - Town of Gorham: 2024
 - Maine DOT: 2024
 - PACTS Policy Board: 2024
- **Next Step Determination:**
 - a. Pursue 2024 RAISE Planning Grant to address state and municipal concerns and reach 30% design.

OR

 - a. Use available state and local funding to conduct further study on state and municipal concerns prior to seeking 2025 RAISE Planning Grant.

Recommended LPA



Greater Portland Transit District Executive Search Consultant Request for Proposals

Section A: Agency Overview

The [Greater Portland Transit District \(“GP Metro”\)](#), the largest and most dynamic public transit system in the state of Maine. GP Metro provides public transit services throughout the greater Portland region, including to the municipalities of Brunswick, Falmouth, Freeport, Gorham, Portland, South Portland, Westbrook, and Yarmouth. Annual ridership reached a peak of 2.1 million boardings in 2019 and is on track for full post-pandemic recovery in 2024. The agency operates 44 buses and employs 110 people. The agency has made extensive improvements to service, equipment, infrastructure, technology and organizational capacity over the last 10 years.

Section B: Project Overview

GP Metro is seeking proposals from qualified firms to provide Executive Search services associated with recruiting the agency’s next Executive Director. The successful firm will conduct a national search for the most qualified professionals to fill the Executive Director role. GP Metro’s goal for the new Executive Director to begin work on or about September 3, 2024.

Section C: General Scope of Work

The following tasks are to be completed in close coordination with the Board of Director’s Executive Committee.

1. Conduct a comprehensive analysis of the current market for transit agency Executive Directors and advise the Executive Committee on salary benchmarks, industry trends, skill requirements and insights on attracting highly qualified applicants to this position.

Deliverables 1a: Market Analysis Report

2. Develop a well-organized process management plan (PMP) and timeline for all activities during the process while factoring in additional time for contingencies and unforeseen circumstances. Timeline should include the key milestones, activities, and decision points as outlined further below, along with other elements to be determined.

Deliverables 2a: Process Management Plan

3. Prepare the job description and determine a market appropriate compensation package with flexibility based on the qualifications of finalist(s). Develop a profile of the ideal candidate including, minimum and preferred qualifications and preferred competencies, skill sets and leadership traits. Develop a candidate scoring rubric to aid the Executive Committee and Board of Directors in evaluating candidates.



Deliverables 3a: Job description; compensation package assessment, ideal candidate profile, and candidate evaluation rubric

4. Working with the Executive Committee and GP Metro staff as appropriate, develop a job announcement brochure that showcases the position and the agency as well as the greater Portland region and the State of Maine.

Deliverables 4a: Job announcement brochure

5. Develop and execute a marketing and search strategy to identify and attract the most qualified field of prospective candidates for the position, including proactive outreach to encourage applicants from diverse backgrounds to apply. In addition to advertisements in relevant publications, webs sites, and professional social media sites, the Consultant will undertake a direct networking campaign to identify prospective candidates.

Deliverables 5a: Marketing and search strategy report

6. Develop and implement a preliminary screening process that narrows the field of applicants to those whose background, experience, and education best meet the needs of GP Metro. The screening process shall include, but not be limited to:
 - Reviewing all initial materials submitted by prospective applicants along with publicly available information in the general media, on organizational websites, and on accessible social media platforms.
 - Conduct video conference interviews with those candidates meeting the minimum qualifications or who, in the Consultant's judgement, could be successful in the role.
 - Prepare and deliver a detailed search report that provides findings related to all screened candidates and recommends the top six (6) to eight (8) candidates for additional review.

Deliverables 6a: Detailed Search Report with recommended top 6 to 8 candidates for screening by Executive Committee.

7. Develop and implement an interview and screening process for the top six (6) to eight (8) candidates. Provide all necessary support and materials so the Executive Committee can conduct effective video conference interviews with these individuals. Advise the Executive Committee on the selection of up to four (4) finalists.

Deliverables 7a: Candidate assessment reports, recommended interview questions, candidate evaluation rubric and instructions, interview logistics information.



8. Develop and implement an interview and screening process for up to four (4) finalists. Provide all necessary support and materials so the full Board of Directors can conduct effective in-person interviews with these individuals. Advise the Board of Directors on the selection of a preferred candidate. As part of this process, the Consultant will conduct the following activities:
- Conduct in-depth reference checks of the four (4) finalists, execute background checks and verification of credentials and job histories, and conduct additional review of publicly available information in the general media, on organizational websites, and on accessible social media platforms. Information obtained will form the basis of candidate profiles to be provided to the Board of Directors.
 - Prepare candidate profiles for the Board of Directors. Profiles shall include, materials provided by the candidates, reports prepared by the Consultant during prior screening phases, and results of background assessments. The Consultant will provide an updated candidate scoring rubric for board members to use when evaluating finalists.
 - Candidates shall be pre-qualified for acceptance of GP Metro's compensation/benefits package parameters and receptive to relocation to Southern Maine, and possess a desire for the position.
 - Schedule and coordinate the finalist interview process leading to the board's selection of a preferred candidate(s). This task shall include assistance with drafting of interview questions.
 - Coordinate logistics, including travel and lodging needs, with the candidates. Coordinate direct reimbursements by GP Metro to the candidates for reasonable expenses incurred to participate in on site interviews.
 - Provide assistance to GP Metro staff coordinating any supplementary engagements including tours, stakeholder and/or staff interviews, and public engagement if needed.

Deliverables 8a: Updated candidate assessment reports, recommended interview questions, candidate evaluation rubric and instructions.

9. Based on the Board of Director's selection of a preferred candidate, and in close coordination with the Board's President and legal counsel to the agency, the Consultant's principal will enter into a negotiation with the preferred candidate on the employment agreement. Subject to agreement on key business terms with the preferred candidate, the Consultant will notify candidates not selected.

Deliverables 9a: Agreement on key business terms of employment agreement.

10. Assist the Board President as needed to bring a recommended employment agreement to the board on or before June 27, 2024.



11. Throughout the process, facilitate and deliver ongoing communication, oral presentations, and detailed progress reports. The Consultant's principal will be expected to attend, and participate as appropriate, in all first and second round interviews.

Section D: Term

The term of this Agreement shall be from the date of contract execution until December 31, 2024 or until all requirements and Deliverable(s) under the contract are received. This Agreement may be extended upon the written mutual consent of the parties for such additional period as they deem appropriate, and upon the terms and conditions as herein stated.

Section E: Instructions to Proposers

1. Proposals must be submitted electronically as one single .pdf document.
2. Submit proposal documents by e-mail no later than 12:00 p.m. on Tuesday, March 12, 2024 to the following contact:

Greg Jordan
Executive Director
gjordan@gpmetro.org
Direct Line: 207-517-3025

3. Proposal documents must include the following information:
 - a. Company experience with public sector executive search services as well experience conducting executive search services for public transportation chief executives.
 - b. Principal consultant's experience with public sector executive search services as well experience conducting executive search services for public transportation chief executives.
 - c. Statement of project understanding and proposed approach to the project.
 - d. Contact information for last 3 executive search contracts within the public transportation field.
 - e. Cost proposal. The company's cost proposal must be in the form a firm fixed price for the entire project. GP Metro will pay in four installments upon achievement of the following milestones:
 - o \$X upon completion of Deliverables: 1A, 2A, 3A, 4A, and 5A.
 - o \$X upon completion of Deliverables: 6A and 7A.
 - o \$X upon completion of Deliverables: 8A
 - o \$X upon completion of Deliverables: 9A
 - f. Proposers are advised that any contract arising out of this proposal review process will be include the agency's standard terms and conditions as well as required federal clauses related to the use of Federal Transit Administration (FTA) funding (refer to Exhibit A).



4. Complete and submit Certification Regarding Debarment, Suspension Other Ineligibility, and Involuntary, Exclusion (Exhibit B).

Section F: Proposal Scoring Criteria

Proposals will be evaluated according to the following criteria.

- Firm Experience (20%)
- Principal Consultant Qualifications and Experience (20%)
- Understanding and Approach to Project (20%)
- Reference Checks from Last 3 Contracts for Public Transit CEO placement, or similar (10%)
- Cost (30%)



Greater Portland Transit District
Executive Search Consultant
Request for Proposals
Amendment 1: Issued March 11, 2024

Amendment 1 updates the following sections of the RFP for Executive Search Consultant Services.

Section B: Project Overview

GP Metro is seeking proposals from qualified firms to provide Executive Search services associated with recruiting the agency's next Executive Director. The successful firm will conduct a national search for the most qualified professionals to fill the Executive Director role. GP Metro's goal for the new Executive Director to begin work on or about September 3, 2024. **GP Metro anticipates a CEO salary range of \$165,000-\$195,000.**

Section E: Instructions to Proposers

1. Proposals must be submitted electronically as one single .pdf document.
2. Submit proposal documents by e-mail no later than 12:00 p.m. on **Wednesday, March 13, 2024** to the following contact:

Greg Jordan
Executive Director
gjordan@gpmetro.org
Direct Line: 207-517-3025

3. Proposal documents must include the following information:
 - a. Company experience with public sector executive search services as well experience conducting executive search services for public transportation chief executives.
 - b. Principal consultant's experience with public sector executive search services as well experience conducting executive search services for public transportation chief executives.
 - c. Statement of project understanding and proposed approach to the project.
 - d. Contact information for last 3 executive search contracts within the public transportation field.
 - e. Cost proposal. The company's **baseline** cost proposal must be in the form a firm fixed price for the entire project **and shall assume remote participation in GP Metro meetings and interview rounds**. GP Metro will pay in four installments upon achievement of the following milestones:
 - \$X upon completion of Deliverables: 1A, 2A, 3A, 4A, and 5A.
 - \$X upon completion of Deliverables: 6A and 7A.
 - \$X upon completion of Deliverables: 8A
 - \$X upon completion of Deliverables: 9A



Independent from the baseline cost proposal, the consultant may be reimbursed at cost (without mark-up) for reasonable direct expenses incurred as part of performing the requirements of any contract resulting from this RFP. Examples of reasonable direct expenses include but are not limited to: position advertising, candidate background checks, and travel expenses related to the consultant's in-person attendance at candidate interviews, if in-person is deemed advantageous by the Executive Committee. Any such direct expenses must be pre-approved by the Executive Committee.

- f. Proposers are advised that any contract arising out of this proposal review process will be include the agency's standard terms and conditions as well as required federal clauses related to the use of Federal Transit Administration (FTA) funding (refer to Exhibit A).
4. Complete and submit Certification Regarding Debarment, Suspension Other Ineligibility, and Involuntary, Exclusion (Exhibit B).



**EXIHIBIT A: FEDERAL STANDARDS ADDENDUM:
FTA REQUIREMENTS FOR THIRD PARTY CONTRACTING**

Notwithstanding anything to the contrary in the Contract, GPM and Contractor agree as follows:

- A. Federal Funding. The Services is funded, in whole or in part, by Federal Transit Agency (FTA) FTA 5307 grant funds. Accordingly, Contractor shall, upon request of the GPM, assist the GPM in complying with all applicable FTA grant funding requirements. In addition, the Contractor is responsible for identifying and ensuring compliance with all applicable Federal and State laws, regulations, and Executive Orders, including without limitation those set forth in this Federal Standards Addendum.
- B. Federal Requirements; Changes Thereto; Incorporation of FTA Terms. Contractor shall at all times comply with FTA Circular 4220.1F, as may be amended from time to time, and all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in any grant agreement between FTA and GPM and any standard terms and conditions attached thereto (“Master Agreement”), 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 this Contract. Anything to the contrary herein notwithstanding, all FTA mandated terms and conditions set forth in FTA Circular 4220.1F, as may be amended from time to time, and the Master Contract are hereby incorporated by reference and shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor shall not perform any act, fail to perform any act, or refuse to comply with GPM’s requests which would cause GPM to be in violation of any FTA terms and conditions. Contractor agrees to include this contract term, as modified to apply to each subcontractor, in each subcontract issued pursuant to this Contract.
- C. No Federal Government Obligations to Third Parties. Contractor acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the Master Agreement, absent the Federal Government’s express written consent, the Federal Government shall not be subject to any obligations or liabilities to Contractor or any other person or entity that is not a party to the Master Agreement. Contractor agrees to include this contract term, as modified to apply to each subcontractor, in each subcontract issued pursuant to this Contract.
- D. Conflicts of Interest. By entering into this Contract to perform or provide work, services, or materials, Contractor has thereby covenanted that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any interest, which conflicts in any manner or degree with the Services, services, or materials required to be performed and/or provided under this Contract and that it shall not employ any person or agent having any such interest. In the event that Contractor or its agents, employees, or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such interest to GPM and take action immediately to eliminate the conflict or to withdraw from the Contract, as GPM may require.
- E. False or Fraudulent Statements or Claims.
 - 1. Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801-3812, and U.S. Department of Transportation (“DOT”) regulations, “Program Fraud Civil Remedies,” 49 CFR Part 31, apply to Contractor’s activities in connection with this Contract. Contractor certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Master Agreement or the Project for which the Services is being performed. In addition to other penalties that may apply, Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal

Government, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, to the extent the Federal Government deems appropriate.

2. Contractor further acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal Government or includes a false, fictitious, or fraudulent statement or representation in any agreement with the Federal Government in connection with this project or any other Federal law, the Federal Government reserves the right to impose on Contractor the penalties of 49 U.S.C. § 5323(l), 18 U.S.C. § 1001, or other applicable Federal law to the extent the Federal Government deems appropriate.
 3. Contractor agrees to include these contract terms, as modified to apply to each subcontractor, in each subcontract issued pursuant to this Contract.
- F. Access to Records. To the extent required by applicable federal or state law, the Contractor agrees to provide to the GPM, the FTA Administrator, the U.S. Secretary of Transportation, the Comptroller General of the United States, the State of Maine, or any of their duly authorized representatives access to any books, documents, papers, and records of the Contractor that are directly pertinent to or relate to this Contract or the Grants funding the Project for the purpose of making audit, examination, excerpts, and transcriptions and when conducting an audit and inspection. Contractor further agrees to maintain all books, records, accounts, and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract except in the event of litigation or settlement of claims arising from the performance of this Contract. In such case, Contractor agrees to maintain same until GPM, the FTA Administrator, the U.S. Secretary of Transportation, and the U.S. Comptroller General or their duly authorized representatives have disposed of all such litigation, appeals, claims, or exceptions related thereto, or until the end of the regular three-year period, whichever is later, pursuant to 49 CFR Part 18.42. Contractor further agrees to comply with all applicable State of Maine record retention requirements and applicable provisions of the Maine Freedom of Access Law, 1 M.R.S. § 401, et seq. Contractor agrees to include these contract terms, as modified to apply to each subcontractor, in each subcontract issued pursuant to this Agreement.
- G. Civil Rights. Contractor agrees to comply with all applicable civil rights laws and implementing regulations including, but not limited to, the following:
1. Nondiscrimination. In accordance with Title VI 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.
 2. Equal Employment Opportunity. The following equal employment opportunity requirements apply to the contract:
 - a. 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 et seq ., (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.

- b. 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.
 - c. 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.
3. 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.
- H. Disadvantaged Business Enterprises. To the extent authorized by applicable Federal law and regulation, the Contractor agrees to, and assures that each Subcontractor will, facilitate participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as Disadvantaged Business Enterprises ("DBEs"). Without limiting the foregoing, the Contractor agrees to comply with applicable requirements of (i) Section 1101(b) of SAFTEA-LU, "Moving Ahead for Progress in the 21st Century" (MAP-21), 23 U.S.C. § 101; (ii) DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 CFR Part 26, and (iii) Federal transit law, specifically 49 U.S.C. § 5332, in the award and administration of this DOT-assisted Contract.
 - I. Small & Minority Businesses; Women's Business Enterprises. Contractor agrees to take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps include: (i) placing qualified small & minority businesses and women's business enterprises ("SMBWBEs") on solicitation lists; (ii) assuring that SMBWBEs are solicited whenever they are potential sources; (iii) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by SMBWBEs; (iv) establishing delivery schedules, where requirements permit, that encourage participation by SMBWBEs; and (v) using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce. Contractor agrees to include this Contract term, as modified to apply to each Subcontractor, in each subcontract issued pursuant to this Contract.
 - J. Debarment and Suspension. This Contract is a covered transaction for purposes of 49 CFR Part 29. Accordingly:
 1. Contractor agrees to review, and assures that all subcontractors will review, the U.S. General Services Administration ("GSA") "System for Award Management," <https://www.sam.gov>, if required by DOT regulations, 2 CFR Part 1200, and the Excluded Parties Listing System at <http://epls.arnet.gov> before entering

into any contracts. Contractor further agrees to and assures that all subcontractors will enter into no arrangement to participate in the development or implementation of this project with any party that is debarred or suspended, pursuant to DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200; U.S. Office of Management and Budget ("OMB"), "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180, including any amendments thereto; Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note; and other applicable Federal laws, regulations, or guidance regarding participation with debarred or suspended subcontractors. Contractor agrees to comply with said requirements throughout the period of this Contract.

2. Contractor certifies that neither it nor its principals or subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or involuntarily excluded from participation in this transaction by any Federal Department or Agency.
 3. Contractor certifies that the above statement is a material representation of fact upon which reliance is placed by GPM. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, GPM may terminate this transaction for cause of default.
 4. Contractor agrees to include these Contract terms, as modified to apply to each subcontractor, in each subcontract issued pursuant to this Contract.
- O. Energy Conservation. Contractor agrees to comply with the mandatory energy efficiency standards and policies within the applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. § 6321 *et seq.*
- K. Environmental Protection. Contractor agrees to comply with all applicable requirements of the National Environmental Policy Act of 1969 ("NEPA"), as amended, 42 U.S.C. §§ 4321-4335, consistent with Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 U.S.C. § 4321 note; FTA statutory requirements on environmental matters, 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with NEPA, as amended, 40 CFR Part 1500 *et seq.*; joint Federal Highway Administration ("FHA")-FTA regulations, "Environmental Impact and Related Procedures," 23 CFR Part 771 and 49 CFR Part 622; and any other applicable State and Federal environmental laws and regulations.
- L. Preference for Recycled Products. Contractor agrees to provide a competitive preference for products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and EPA "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 CFR Part 247.
- M. Fly America. Contractor agrees to comply with the "Fly America Act," 49 U.S.C. § 40118, in accordance with GSA regulations, 41 CFR Part 301-10, which provide that recipients of Federal funds and their contractors are required to use U.S. flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. If a foreign air carrier was used, Contractor shall submit an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor agrees to include this Contract term, as modified to apply to each subcontractor, in each subcontract issued pursuant to this Contract that may involve international air transportation.

- N. ADA Access. Contractor must comply with 42 U.S.C. Sections 12101 et seq.; DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 CFR Part 37; and Joint ATBCBDOT regulations, “Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles,” 36 CFR Part 1192 and 49 CFR Part 38. Notably, DOT incorporated by reference into Appendix A of its regulations at 49 CFR Part 37 the ATBCB’s “Americans with Disabilities Act Accessibility Guidelines” (ADAAG), revised July 2004, which include accessibility guidelines for buildings and facilities.
- P. Safe Operation of Motor Vehicles.
- (1) Seat Belt Use: The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company- A-60 rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or GPM.
- (2) Distracted Driving: The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Services performed under this Contract.
- The Contractor agrees to include these contract terms, as modified to apply to each subcontractor, in each subcontract issued pursuant to this Contract.
- Q. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. The Contractor is prohibited from obligating or expending any Contract funds to (i) procure or obtain; (ii) extend or renew a contract to procure or obtain; or (iii) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, “covered telecommunications equipment” is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). The Contractor agrees to include this contract term, as modified to apply to each subcontractor, in each subcontract issued pursuant to this Contract.
- R. Contractor to Furnish Required Certifications. Contractor shall provide, and shall cause all subcontractors to provide, all statements, affidavits, waivers, certifications, and other instruments required by state or federal law or regulation at such times and in the form required by said laws or regulations, and Contractor hereby acknowledges receipt of notice from GPM to furnish same.

**EXIHIBIT B: CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
OTHER INELIGIBILITY, AND INVOLUNTARY EXCLUSION**

COMPLETE AND RETURN THIS PAGE

The Respondent, _____, certifies, by submission of this proposal, that neither it nor its principals or subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or involuntarily excluded from participation in this transaction by any Federal Department or Agency.

The Respondent agrees to comply with the requirements of 2 CFR Part 180, Subpart C, as adopted and supplemented by U.S. DOT regulations at 2 CFR Part 1200, while this Request for Proposals (“RFP”) is pending and throughout the period of any contract that may arise from this RFP. The Respondent further agrees that it and its affected subcontractors will provide immediate written notice to Greater Portland Transit District (“GPTD”) if at any time the Respondent learns that his/her subcontractor’s certification was erroneous when submitted or has become erroneous because of changed circumstances.

By submitting this proposal and affixing a signature below, the Respondent certifies that the above statement is a material representation of fact upon which reliance is placed by GPTD. If it is later determined that the Respondent knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, GPTD may terminate this transaction for cause of default.

If the Respondent is unable to certify to any of the statements in this certification, the Respondent shall attach an explanation to this certification.

The Respondent certifies or affirms the truthfulness and accuracy of the contents of the statement submitted on or with this certification and understands that the provisions of 31 U.S.C. §§ 3801-3812 are applicable thereto.

Signature of Authorized Official

Date

Printed Name of Authorized Official

Company Name