

July 17, 2017

Consulting Services to Evaluate Go Dublin Program

RFQ/RFP No. 2017-15

**REQUEST FOR STATEMENT OF QUALIFICATIONS AND PROPOSAL
(RFQ/RFP)**

Due Date: July 28, 2017, 4:00 p.m. Pacific Standard Time

The Livermore Amador Valley Transit Authority ("Authority" or "LAVTA") owns, operates and maintains a transit system in the Tri-Valley area (Dublin, Pleasanton and Livermore and adjacent unincorporated areas). Authority is seeking Statements of Qualifications and Proposals ("SOQ&P" or "Proposal") from qualified professional consultants to provide consulting services regarding the analysis of the Go Dublin Project with transportation network companies. Refer to the Scope of Services in Attachment 2.

I. SUBMITTAL OF SOQ&P

Proposer must submit three (3) hard copies AND one (1) electronic version of its proposal on a CD or USB drive, addressed as shown below, bearing the Proposer's name and address and clearly marked as follows: "*Go Dublin Consulting Services, RFQ/RFP No. 2017-15*". To be eligible for consideration, your SOQ&P, submitted at no cost to Authority, must be received at the Authority's offices by **Friday, July 28, 2017, 4:00 p.m. Pacific Standard Time** at the following address:

Tamara Edwards, Procurement Officer
Livermore Amador Valley Transit Authority
1362 Rutan Court, Suite 100
Livermore, CA 94551

Authority is not responsible for delayed deliveries due to any reason, including mailing or traffic congestion. Submission of a SOQ&P shall constitute a firm offer to Authority for ninety (90) days from the submission deadline for Proposals.

This RFQ/RFP does not commit Authority to awarding a Professional Services Agreement (PSA), to paying any costs incurred in the preparation of the Proposal for this request, or to procuring or contracting for services. Authority reserves the right to cancel in whole or in part this RFQ/RFP, reject any and all SOQ&Ps, to accept the SOQ&P it considers most favorable to Authority's interest in its sole discretion, and to waive any irregularities or informalities in any SOQ&P or in the RFQ/RFP procedures. Authority further reserves the right to reject all SOQ&Ps and seek new SOQ&Ps when such procedure is considered by it to be in the best interest of Authority.

II. SCHEDULE OF CONSULTANT SELECTION

Proposers shall use the following milestones and due dates as the basis for developing their SOQ&Ps:

MILESTONE	DUE DATE
Deadline for submitting questions	July 28, 2017
Submit SOQ&P	August 11, 2017
Notification of Ranking of SOQ&Ps	August 16, 2017
Professional Services Agreement & Cost Negotiations	August 21-30, 2017
Award of Professional Services Agreement	September 6, 2017
Execute Professional Services Agreement	September 6, 2017
Notice to Proceed	September 8, 2017

The above listed due dates are subject to revisions by Authority if Authority, at its sole discretion, determines that such revisions are necessary.

III. QUESTIONS

Questions concerning this RFQ/RFP shall be directed **in writing only** to Authority, attention RFQ/RFP No. 2017-15

- Mail to Authority's administrative office at 1362 Rutan Courts, Suite 100, Livermore, CA 94551, attention Tamara Edwards, Procurement Officer, or
- Email to tedwards@lavta.org with RFP 2017-15 in the subject line

The questions shall be submitted as soon as possible, but no later than Friday, August 11, 2017 by 4 p.m. Questions and responses will be posted on Authority's website at www.wheelsbus.com/doing-business so they are available to all Proposers.

Responses from the Authority will be posted on the Authority's website, www.wheelsbus.com by August 16, 2017. LAVTA reserves the right to postpone this deadline for its own convenience.

IV. RFQ/RFP ADDENDA

Authority, at its sole discretion, may amend this RFQ/RFP by issuing written addenda to RFQ/RFP. Such addenda will be posted on Authority's website at www.wheelsbus.com/doing-business. The Proposers shall monitor Authority's website for issuance of the addenda.

A Proposer wishing to receive an email notification of an issued addendum shall email its request for notification and email address to tedwards@lavta.org.

V. PRE-CONTRACTUAL EXPENSES

The Authority shall not, in any event, be liable for any pre-contractual expenses incurred by Proposer in the preparation of its proposal. Proposer shall not include any such expenses as part of its proposal.

Pre-contractual expenses are defined as expenses incurred by Proposer in:

1. Preparing its proposal in response to this RFP;
2. Submitting that proposal to the Authority;
3. Negotiating with the Authority on any matter related to this proposal; or
4. Any other expenses incurred by Proposer prior to date of award, if any of the Agreement.

VI. JOINT OFFERS

Where two or more firms desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture. The Authority intends to contract with a single firm rather than with multiple firms doing business as a joint venture.

VII. EX PARTE COMMUNICATION

In the context of this RFQ/RFP, an “ex parte communication” is any communication between a Proposer (or the Proposer’s representative) and Authority’s Executive Director, Board Member, officer or employee, regardless of who initiates the communication, other than as part of the formal procurement process specified herein, before Authority issues a Notice to Proceed.

Proposers and Proposers’ representatives may not communicate, including but not limited to orally, via email, or in writing, with an officer, director, employee or agent of Authority, with the exception of the Procurement Officer regarding this RFQ/RFP until after a Notice to Proceed has been issued by Authority. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of Authority during a public meeting.

VIII. THE LEVINE ACT

The Levine Act (Government Code 84308) is part of the Fair Political Practices Act that applies to elected officials who serve on appointed Boards such as Authority. The Levine Act prohibits any Authority Board Member from participating in or influencing the decision on awarding a contract with Authority to anyone who has contributed \$250.00 or more to the Board Member within the previous twelve months. The Levine Act also requires a member of Authority Board who has received such a contribution to disclose the contribution on the record of the proceeding. In addition, Authority Board Members are prohibited from soliciting or accepting a contribution from a party applying for a contract while the matter of awarding the contract is pending before Authority or for three months following the date a final decision concerning the contract has been made.

Proposers must disclose on the record any contribution of \$250.00 or more that they have made to a Authority Board Member within the twelve-month period preceding submission of your

Proposal. This duty applies to your company, any member of your team, any agents for you or other team members and to the major shareholders of any closed corporation that is part of your team. If you have made a contribution that needs to be disclosed, **you must include this information with your SOQ&P.**

IX. CONFIDENTIALITY

The California Public Records Act (Cal. Govt. Code Sections 6250, *et seq.*) mandates public access to government records. Therefore, unless the information is exempt from disclosure by law, the content of any request for explanation, exception or substitution, response to this RFQ/RFP, or any other written communication between Authority and Proposer shall be available to the public.

If the Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that Authority withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Proposer may not designate its entire Proposal as confidential.

If Proposer requests that Authority withhold from disclosure information identified as confidential and Authority complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless Authority from and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the Proposer information), and pay any and all cost and expenses related to withholding Proposer information. Proposer shall not make a claim, sue or maintain any legal action against Authority or its directors, officers, employees or agents in connection with the withholding from disclosure of Proposer information.

If the Proposer does not request that Authority withhold from disclosure information identified as confidential, Authority shall have no obligation to withhold the information from disclosure and may release the information sought without liability to Authority.

X. SOQ&P CONTENT

The intent of this RFP is to encourage responses that clearly communicate the proposer's understanding of the scope of work and the proposer's approach to meet LAVTA's requirement for an analysis of the Go Dublin Project with transportation network companies as further described in Attachments 1 and 2.

Proposals should be limited to specific discussion of the elements outlined in this RFP. Respondents are encouraged to avoid submissions that are poorly organized or in which important information is obscured by unnecessary promotional material. Short, succinct, and clear submittals are less likely to be marked down due to uncertainty as to meaning or misinterpretation. The

Evaluation Committee will assume the most unfavorable interpretation when information is unclear, ambiguous, or missing.

By submitting a proposal, Proposer represents that it has thoroughly examined and become familiar with the work required under this RFP and that it is capable of performing quality work to achieve LAVTA's objectives.

Your SOQ&P shall address the scope of services and personnel qualifications of this RFQ/RFP and shall include, at a minimum, the following:

1. A signed cover letter containing the following:

- A. Date submitted and complete name, title, and address of person who will receive correspondence and who is authorized to make decisions or represent the proposer and contractually bind the firm. Identification shall include legal name of company, corporate address, telephone and fax number and contact person during period of proposal evaluation.
- B. An understanding of the conditions under which the proposal is offered.
- C. Acknowledgement of receipt of all RFP addenda, if any. A statement to the effect that the proposal shall remain valid for a period of not less than ninety (90) days from the date of submittal.
- D. An understanding that LAVTA reserves the right to reject any or all Proposals or to waive any informality or technicality in any proposal in the interest of LAVTA.
- E. A statement that Proposer is prepared to sign the Sample Agreement without alterations or exceptions or whether it is requesting modifications to the Sample Agreement and/or any requirements of this RFP. If a Proposer desires any modifications to the form of the Sample Agreement, the proposed modifications must be submitted for consideration with its SOQ&P. Otherwise, the Proposer will be deemed to have accepted the form of Agreement.
- F. A statement confirming the commitment of adequate resources to meet LAVTA's quality and schedule expectations.
- G. Signature of a person authorized to bind Proposer to the terms of the proposal.
- H. Confirmation that the Proposer does not have any interest that would present a conflict of interest and that the Proposer will comply with Authority's conflict of interest requirements.
- I. The Proposer shall include any disclosures required under Section XIII, *The Levine Act*, below. Similar letters from all sub-Proposers shall be included with your SOQ&P.

2. A Statement of Qualifications substantiating the following:

- A. Summary - A brief description of the Proposer's qualifications for furnishing the services, including the organization name, size, and years in business.
- B. Firm Experience – This section should contain a concise description of the Proposer's background and experience in successfully providing analysis of

transportation network companies and their associated services and impacts. Provide minimum of two (2) client references and contact information.

- C. Identification of the Project Manager and all other technical project personnel.
- D. Description of the proposed responsibilities of each person on the project and their qualifications.
- E. Financial stability and history of the Proposer - Provide a statement of your firm's financial strength, stability, capacity, and resources. Company official reports and other similar materials (balance sheet and income statements, with 3-year summary history) should be provided. Provide information about the history of the firm, demonstrating viability of the firm.

Identify any past (within last 3 years) or pending litigation against the Proposer alleging failure to perform in accordance with contractual obligations, and describe present status. If there is no such litigation, this must be explicitly stated.

List any projects, which have resulted in time extensions and/or the assessment of liquidated damages against any member of the project team during the last five (5) years.

3. A Proposal for the Services containing the following:

- A. Location of the office responsible for administering the contract with Authority.
- B. Description of the approach and methodology to be used to provide the required services as outlined in **Attachment 2**.
- C. A list of work tasks and their descriptions.
- D. An outline of all deliverables and services to be rendered.
- E. A bar chart schedule for completion of services.
- F. Time commitment and availability of the assigned personnel.
- G. Evidence of Ability to Provide Insurance: Provide evidence in the form of a certificate of insurance or letter from Proposer's broker/agent that verifies the firm is able to meet the minimum insurance requirements as detailed in the Sample Agreement, Section 26, including, workers' compensation insurance, commercial general liability insurance, automobile liability insurance and professional liability insurance.

4. A Cost Proposal:

- A. Proposals shall Provide an estimated budget/Cost Proposal to complete the Scope of Work for this project in a separate sealed envelope. The budget should include the hourly labor rate for all key personnel that will be involved with the project and their anticipated hours per subtask. Proposals shall list any anticipated reimbursable expenses other than labor. All proposed costs shall be inclusive of all labor, materials, insurance, overhead, profit, subcontractor costs, warranty, training, and all other costs to implement the Project. Proposals shall list any optional services as separate budget items.

5. The following completed forms:

A. Proposal Cover Form

6. Any other information that is considered pertinent.

XI. CONSULTANT SELECTION PROCESS

The Consultant selection process will consist of the following steps:

1. Ranking of SOQ&Ps.
2. Interviews and Ranking of Proposers.
3. Contract and Cost Negotiations with the top-ranked Proposer.

STEP 1 – SOQ&P Ranking

SOQ&Ps will be ranked based on the following criteria:

1	QUALIFICATIONS AND EXPERIENCE	40
	<ul style="list-style-type: none"> • Qualifications and experience of the Consultant’s Project Manager and the entire team relevant to the scope of services to be provided under a PSA resulting from this RFQ/RFP. 	
	<ul style="list-style-type: none"> • Demonstrated capability and successful track record of Consultant’s personnel on similar or related projects. 	
	<ul style="list-style-type: none"> • Time commitment (availability) of the personnel assigned to the Project. 	
	<ul style="list-style-type: none"> • Financial stability and history of proposer. 	
	<ul style="list-style-type: none"> • Background and experience in successfully providing services for similar projects involving transportation network companies 	
	<ul style="list-style-type: none"> • Capability of providing qualified personnel and to accommodate changing project requirements. 	
2	PROJECT UNDERSTANDING AND APPROACH	40
	<ul style="list-style-type: none"> • Understanding and methodology of providing services indicated in this RFQ/RFP. 	
	<ul style="list-style-type: none"> • Organization of the team in relation to work assignments. 	
	<ul style="list-style-type: none"> • Effectiveness of the proposed plan for monitoring and control of work. 	
	<ul style="list-style-type: none"> • Knowledge of public agencies 	
3	COST PROPOSAL	20
	<p>Proposals will be evaluated based on the Proposer’s overall value provided within the proposed budget.</p> <p>All proposed costs shall be inclusive of all labor, materials, insurance, overhead, profit, subcontractor costs, warranty, training, and all other costs to implement the Project</p>	

	MAXIMUM TOTAL POINTS	100
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Authority reserves the right to request additional information to clarify any SOQ&Ps and to conduct reference checks.

STEP 2 – Contract and Cost Negotiations

After the Proposer Ranking has been determined and issued by Authority, Authority will open the cost proposal from the **top-ranked Proposer only**. Authority may accept the cost proposal of the top-ranked Proposer without negotiation, or may enter into negotiations with that Proposer.

If the negotiations with the top-ranked Proposer are unsuccessful, Authority will terminate the negotiations with that Proposer and may enter negotiations with the next-highest-ranked Proposer or, at its sole discretion, Authority may reject all remaining SOQ&Ps. If negotiations with the second-ranked Proposer are also not successful, Authority may repeat the negotiation process with the next-highest-ranked Proposer or, at its sole discretion, Authority may reject all remaining SOQ&Ps.

XII. PROPOSAL PROTEST PROCEDURES

It is the policy of Authority to consider fully and adjudicate promptly protests filed by prospective Proposers to Authority’s Consultant Selection procedure, RFQ/RFP requirements or award of Contract. Protests will be processed in accordance with Authority’s written protest procedures. Proposer’s failure to follow these written protest procedures may result in rejection of the protest by Authority. The protest procedures are available for inspection at the Office of the Authority Secretary.

Protests based upon the content of this Request for Proposals shall be filed in writing with Michael Tree, LAVTA Executive Director, within ten (10) calendar days after the Request for Proposals is first advertised. The protest must clearly specify in writing the grounds and evidence on which the protest is based. LAVTA shall issue a written decision on the protest prior to the opening of proposals. A protest may be renewed by refileing the protest within fifteen (15) calendar days after the mailing of the notice of the recommended award.

Any proposer may protest the recommended award on any ground not based upon the content of the Request for Proposals by filing a protest with Michael Tree, LAVTA Executive Director, within fifteen (15) calendar days after the mailing of the notice of the recommended award. The protest must clearly specify in writing the grounds and evidence on which the protest is based. Protesters shall have an opportunity to appear and be heard before the board prior to final award of the contract.

XIII. AWARD OF CONTRACT

After successful completion of the contract negotiations, award of a Professional Services Agreement resulting from this RFQ/RFP will provided to the agency’s Executive Director for consideration and action.

Attachment 1

Description of the Project

Background

The Livermore Amador Valley Transit Authority (LAVTA) has launched a program called Go Dublin. Go Dublin is a partnership among the public transit authority and several ridesourcing operators, including Uber, Lyft, and DeSoto cabs. Go Dublin pays for 50% of any ridesourcing or e-Hail fare, up to a value of \$5 within the city limits of Dublin. Users must select the UberPOOL, Lyft Line, or the DeSoto Share (e-Hail) option when booking rides, requesting a single or private ride trip will not qualify. As long as users employ the “GODUBLIN” promotional code, and the entire trip is inside the service area, the discount is automatically applied. The Go Dublin program was implemented in January of 2017 and will conclude at the end of December 2017, unless extended.

For additional information on the Go Dublin program, proposers are encouraged to visit the Go Dublin webpage at www.wheelsbus.com/godublin.

Prior to the implementation of Go Dublin, LAVTA took the step of eliminating inefficient routes from the Wheels bus system. One of the neighborhood connector routes eliminated was located within the Go Dublin service area. An additional neighborhood connector route remains within the service area (Route 2), as well as a route (Route 1) that serves a business area near the BART station. Also, within the Go Dublin service area is Route 30R, which is a route featuring Rapid service on Dublin Blvd, an arterial connecting high density housing and business with the two BART stations and the rest of the Wheels bus system through a transit center. The Rapid is a BRT-lite bus service, with frequent (15-minute) headways, transit signal priority and queue jumps, and branded bus stops.

Project

LAVTA is interested in understanding how Go Dublin has impacted travel behavior in the service area, net costs, and net fuel consumption over the course of its deployment. This project would evaluate the impacts of the Go Dublin program on user mobility, user costs, system costs, as well as overall fuel consumption and emissions. The results of the study would be summarized in a PowerPoint presentation and in a 3- to 5-page memorandum designed for internal policy analysis. An executive summary available for public consumption should also be provided. LAVTA also anticipates further work on the project for public dissemination in the form of conference papers, presentations, or journal articles at later date following the project completion.

Data Availability

The data that has been agreed to by operators to give to LAVTA is shown in Figure 1 below:

Figure 1 Data that will be provide to LAVTA by each Go Dublin Operator

<p style="text-align: center;">Uber</p>	<p>For each Agency Promo Code, Uber will provide monthly reports of total number of trips taken using the Agency Promo Code, the average LAVTA discount applied per trip, relative trips by time of day, heatmaps of demand levels across the relevant Promotion Area, and the total amount billed to LAVTA for that month. In addition, Uber shall provide a monthly report showing hourly patterns for LAVTA-funded trips, and maps of demand levels across the relevant Promotion Area. Reports will be delivered once the discount applied equals \$5,000</p>
<p style="text-align: center;">Lyft</p>	<p>For each LAVTA Promo Code, Lyft will provide monthly reports providing the following on each ride: total discount rides; date and time of pick-up of each discount trip provided; total of unique riders in each discount trip; actual distance travelled for each discount trip; travel times for each program trip invoiced; LAVTA discount applied for each program trip invoiced. The above monthly reporting may be provided to LAVTA in various documents or aggregated forms in order for Lyft to protect its confidential information. **Lyft will also supply revenue hours, revenue miles, and passenger miles</p>
<p style="text-align: center;">De Soto</p>	<p>For each LAVTA Promo Code, DeSoto Cab will provide monthly reports providing the following on each ride: total discount rides; origination and destination of each discount trip at the block level; date and time of pick-up of each discount trip provided; total of unique riders in each discount trip; actual distance travelled for each discount trip; travel times for each program trip invoiced; to the extent that DeSoto Cab has the capability to provide, wait times for each program trip invoiced; LAVTA discount applied for each program trip invoiced; and whether a discount trip was matched.</p>
<p style="text-align: center;">De Soto Wheelchair</p>	<p>DeSoto Cab agrees to ensure that wheelchair accessible vehicles are available within the promotion area and can be dispatched for a discount ride pickup within 20 minutes of the trip request. DeSoto Cab will provide a monthly report on discount trips taken on wheelchair accessible vehicles including total discount rides; origination and destination of each discount trip; date and time of pick-up of each discount trip provided; total of unique riders in each discount trip; actual distance travelled for each discount trip; travel times for each program trip invoiced; wait times for each program trip invoiced; LAVTA discount applied for each program trip invoiced; and whether a discount trip was matched.</p>

Additionally, the following will be available for the project:

- The ability to survey transit riders, with limited information available from surveys conducted before the implementation of Go Dublin. LAVTA will endeavor to persuade Go Dublin operators to conduct surveys of Go Dublin participants, but acknowledges the challenges associated.
- Transit ridership data spanning before and after the implementation of Go Dublin.
- Transit cost and revenue data before and after the implementation of Go Dublin, including fuel consumption by route, etc.
- Available travel data from Go Dublin operators (see Figure 1)

Attachment 2

Scope of Services, Required Personnel and their Qualifications

Scope of Work

As mentioned in Attachment 1, LAVTA is interested in understanding how Go Dublin has impacted mobility. The following are the scope of services to be provided:

- (1) Evaluation of changes in travel behavior to evaluate how Go Dublin has influenced modal shifts, needs for auto ownership, and other travel behavior metrics germane to analyzing program effectiveness.
- (2) Evaluation of net changes in fuel consumption, including driving that occurs as a result of the Go Dublin subsidized trips, which may include induced travel that was not present on the buses. This analysis should include fuel consumption that's offset by reduction in fuel consumption that results from bus route that was eliminated.
- (3) Evaluation of net costs to LAVTA and to riders that are observed to occur as a result of the Go Dublin program. Evaluation of actual changes in costs to LAVTA as a baseline, but should also evaluate the change in cost that would have occurred had the broader bus operation been eliminated, including capital cost. This cost change is not what LAVTA did, but should be calculated for hypothetical purposes.

The results of the study would be summarized in a PowerPoint presentation and in a 3- to 5-page memorandum designed for internal policy analysis. An executive summary available for public consumption should also be provided. The final deliverables would be due to LAVTA by November 17, 2017. LAVTA also anticipates further work on the project for public dissemination in the form of conference papers, presentations, or journal articles at later date following the project completion.

Required Personnel and their Qualifications

Personnel managing and assigned to this project should have experience in analyzing mobility and the sharing economy, including transportation network companies. Qualifications should include research and prior analysis work in the areas of energy, the environmental aspects of transportation, and public policy.

Project Schedule

LAVTA anticipates commencing work in September 2017, and proposes the following deliverable dates. Proposals should include a detailed schedule demonstrating the Proposer's proposed approach for meeting these milestones.

Tasks and Deliverables	Schedule
Draft Study Report/Memorandum	October 27, 2017
Final Study Report/Memorandum	November 10, 2017

**PowerPoint Presentation and Executive Summary
(Final; assume one round of LAVTA review)**

November 17, 2017

All dates are subject to change at the sole discretion of LAVTA.

Attachment 3

**PROPOSAL COVER FORM
For
Consulting Services to Evaluate Go Dublin Program
RFQ/RFP #2017-15**

Livermore Amador Valley Transit Authority (LAVTA)
Livermore, CA

DATE SUBMITTED:

NAME OF INDIVIDUAL SUBMITTING PROPOSAL:

CONTACT PERSON:

NAME UNDER WHICH BUSINESS IS CONDUCTED:

STREET ADDRESS:

MAILING ADDRESS, IF DIFFERENT:

TELEPHONE:

FAX:

BUSINESS LICENSE NUMBER:

CONDITIONS:

1. The undersigned understands that he/she will be bound by the Proposal as expressed by these forms if an award is made by LAVTA. The Contract will be in accordance with this Proposal.

2. The Request for Proposals, Required Forms, and Addenda, if any, are made a part of this Proposal.
3. The undersigned understands that any clarification made to the Proposal Form or any new and different conditions or information submitted in or with the Proposal Form, other than that requested, may render the Proposer unresponsive.
4. The undersigned acknowledges the receipt of the following Addenda:

5. The undersigned understands that all proposals shall remain in effect for ninety (90) days from the date of the submittal.
6. The undersigned understands that LAVTA reserves the right to reject any or all Proposals or to waive any informality or technicality in any proposal in the interest of LAVTA.
7. The undersigned certifies that the Proposal includes all costs for labor, materials, taxes, insurance, overhead, profits, and all other costs necessary to perform the work in accordance with the Contract Documents.
8. The undersigned will submit three (3) copies of their proposal package and one electronic copy of the proposal on a CD or USB drive, addressed as shown below, bearing the Proposer's name and address and clearly marked as follows: "*Go Dublin Consulting Services, RFQ/RFP No. 2017-15*". To be eligible for consideration, your SOQ&P, submitted at no cost to Authority, must be received at the Authority's offices by **Friday, July 28, 2017, 4:00 p.m. Pacific Standard Time** at the following address:

Tamara Edwards, Procurement Officer
Livermore Amador Valley Transit Authority
1362 Rutan Court, Suite 100
Livermore, CA 94551

9. The undersigned is prepared to sign the Sample Agreement without alterations or exceptions or if it is requesting modifications to the Sample Agreement and/or any requirements of this RFP, shall include such requested modifications in its proposal.
10. The undersigned confirms the commitment of adequate resources to meet LAVTA's quality and schedule expectations.

SIGNED:

The undersigned certify that we sign this Proposal Form with full and proper authorization to do so.

Signature, Printed Name, and Title

Signature, Printed Name, and Title

IF CORPORATION:

This Corporation is incorporated under the laws of the State of:

*If Contractor is a corporation, two corporate officers must sign on behalf of the corporation as follows: (1) Chairman of the Board, President, or Vice President; and (2) Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Financial Officer. In the alternative, this Contract may be executed by a single officer or a person other than an officer provided that evidence satisfactory to LAVTA is provided, demonstrating that such individual is authorized to bind the corporation (e.g., a copy of a certified resolution from the corporation's board or a copy of the corporation's by laws).

Attachment 4

PROPOSED LAVTA AGREEMENT

THIS AGREEMENT, ("Agreement") made and entered into this ____ day of _____, 2017 by and between the **Livermore Amador Valley Transit Authority** (Authority), and _____ (Consultant).

W I T N E S S E T H

WHEREAS, Authority desires to obtain a Consultant for Professional consulting for Renaming and Branding Services (Project) and has issued a Request for Proposals dated _____, 2017 (which is attached hereto and incorporated as Attachment 1); and

WHEREAS, Consultant is qualified and willing to provide said Services and has submitted a proposal dated _____, 2017 (which is attached hereto and incorporated as Attachment 2).

NOW, THEREFORE, Authority and Consultant agree as follows:

1. RENDITION OF SERVICES

The Consultant agrees to perform services to Authority in accordance with the terms and conditions of this Agreement.

2. SCOPE OF SERVICES

Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the services described in Attachment 1, as supplemented by Attachment 2, except when inconsistent with Attachment 1.

3. SCHEDULE AND TIME OF COMPLETION

The start date for the project will commence ["issuance of a notice to proceed" or "upon execution of this Agreement" or "____ date"] and continue for a ["____ year(s)" or "days"] base term. The Consultant shall complete all work under this Agreement ["by November 17, 2017" or "within 10 weeks"].

4. COMPENSATION AND METHOD OF PAYMENT

The Contractor agrees to perform all of the services included in Section 2 for the _____ quoted in Attachment 2's Price Proposal Form. The compensation amounts shall include all labor, materials, taxes, profit, overhead, insurance, subcontractor costs and all other costs and expenses incurred by the Contractor in the performance of the services under this Agreement.

The Authority will review all invoices prior to payment. The Authority shall make payment for each invoice to the Consultant within 30 days of receipt of proper statement or invoice for the work performed in full conformance with the solicitation requirements, and approved by LAVTA's Executive Director.

Payments for all items shall include taxes, storage, transportation, warranty, insurance, materials, profit and all other costs associated with provision of the services. All invoices must be sent to:

Accounts Payable
Livermore/Amador Valley Transit Authority
1362 Rutan Court
Suite 100
Livermore, CA 94551

Consultant represents that Consultant's taxpayer identification number (TIN) is _____ as evidenced by a completed Federal Form W-9.

5. CONSULTANT'S KEY PERSONNEL

It is understood and agreed by the parties that at all times during the term of this Agreement that _____ shall serve as the primary staff person of Consultant to undertake, render, and oversee all of the services under this Agreement. Upon written notice by the Consultant and approval by the Authority, which will not be unreasonably withheld, the Consultant may substitute this person with another person, who may possess similar qualifications and experience for this position.

6 CHANGES

Authority may, at any time, by written order, make changes within the Scope of Work and services described in this Agreement. If such changes cause an increase in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 3. In the event that the Consultant encounters any unanticipated conditions or contingencies that may affect the scope of work or services, schedule or the amount of compensation specified herein, Consultant shall so advise Authority immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in schedule or compensation. This notice shall be given to the Authority prior to the time that Consultant performs work or services related to any proposed adjustment. The pertinent changes shall be expressed in a written supplement to this Agreement prior to implementation of such changes.

7. CONSULTANT'S STATUS

Consultant is an independent consultant and not an employee or agent of Authority and has no Authority to contract or enter into any other agreement in the name of Authority. Consultant has, and hereby retains, full control over the employment, direction, compensation and discharge of all persons employed by Consultant who are assisting in the performance of services under this Agreement. Consultant shall be fully responsible for all matters relating to the payment of its employees, including compliance with social security, withholding tax and all other laws and regulations governing such matters. Consultant shall

be responsible for its own acts and those of its agents and employees during the term of this Agreement.

8. INDEMNIFICATION

To the maximum extent permitted by law, Consultant shall defend, indemnify and hold harmless Authority, its directors, officers, agents and employees from all claims, demands, suits, loss, damages, injury and liability, direct or indirect (including any and all costs and expenses in connection therewith) (collectively “Liability”), that arise out of, pertain to, or relate to the negligence, recklessness, or intentional misconduct of Consultant, its officers, agents, employees and subcontractors/subconsultants or any of them. This obligation shall not apply to Liability that arising from the sole negligence or willful misconduct of Authority or to defects in design furnished by Authority or that arise from the active negligence of Authority. Except as provided above, Consultant will indemnify and defend Authority notwithstanding any alleged or actual passive negligence of Authority which may have contributed to the Liability. In the event any aspect of the foregoing provision is found to be void or unenforceable, a court shall interpret this provision to give the maximum protection available to the Authority under applicable law. This provision will survive termination or expiration of the Agreement.

9. MAINTENANCE, AUDIT AND INSPECTION OF RECORDS

All Consultant and subcontractors/subconsultants costs incurred in the performance of this Contract will be subject to audit. Consultant and its subcontractors/subconsultants shall permit LAVTA, or its authorized representatives to inspect, examine, make excerpts from, transcribe, and copy Consultant’s books, work, documents, papers, materials, payrolls records, accounts, and any and all data relevant to the Agreement at any reasonable time, and to audit and verify statements, invoices or bills submitted by the Consultant pursuant to this Agreement. The Consultant shall also provide such assistance as may be required in the course of such audit. Consultant shall retain these records and make them available for inspection hereunder for a period of four (4) years after expiration or termination of the Agreement.

If, as a result of the audit, it is determined by LAVTA’s auditor or staff that reimbursement of any costs including profit or fee under this Contract was in excess of that represented and relied upon during price negotiations or represented as a basis for payment, the Consultant agrees to reimburse LAVTA for those costs within sixty (60) days of written notification by LAVTA.

10. DATA TO BE FURNISHED BY AUTHORITY--CONFIDENTIALITY

All data, reports, surveys, studies, drawings and any other documents and materials made available to Consultant by Authority for use by Consultant in the performance of its services under this Agreement shall be made available for information only and shall be returned to Authority at the completion or termination of this Agreement.

Any LAVTA materials to which the Consultant has access or materials prepared by the Consultant during the course of this Agreement ("confidential information") shall be held in confidence by the Consultant, who shall exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the Consultant as necessary to accomplish the rendition of services required by this Agreement.

Consultant shall not release any reports, information or promotional materials prepared in connection with this Agreement, whether deemed confidential or not, to any third party without the approval of the LAVTA.

11. OWNERSHIP OF WORK

- A. All communications, records, or other materials or documents originated, prepared, and in the process of being prepared, for the services to be performed by Consultant under this Agreement, including, but not limited to: designs, branding materials, strategies, creative briefs, advertisements, copy layouts, scripts, artwork, logos, slogans, images, illustration, reports, findings, analyses, submittals, conclusions, opinions, drawings, specifications, standards, process sheets, photographs, videos, manuals, technical reports and recommendations with respect to the subject matter of this Agreement and raw and underlying data of such materials, regardless of format or media, including software, reports and other documentation (all of the foregoing, collectively, the "Work Product"), shall be delivered to and become the property of LAVTA. LAVTA shall be entitled to access and to copy the Work Product during the progress of the Work. Any Work Product remaining in the hands of Consultant or in the hands of any subcontractor/subconsultant upon completion or termination of the work shall be immediately delivered to LAVTA and not later than within two (2) weeks of completion or termination of the Work. If any materials are lost, damaged or destroyed before final delivery to LAVTA, Consultant shall replace them at its own expense, and Consultant assumes all risk of loss, damage or destruction of or to such materials.
- B. Any specific knowledge of LAVTA proprietary information gained as a result of this Agreement shall be used exclusively to accomplish the Scope of Work outlined above and for no other purpose.
- C. Any and all rights of copyright to Work Product prepared under this Agreement are hereby assigned to LAVTA. Consultant agrees to execute any additional documents that may be necessary to evidence such assignment. Consultant agrees not to assert any rights at common law or equity and not to establish any claim to statutory copyright in such Work Product. Except for its own internal use, Consultant shall not publish or reproduce such Work Product in whole or in part, or in any manner or form, nor authorize others to do so, without the written consent of LAVTA.
- D. Notwithstanding anything herein to the contrary, LAVTA acknowledges that as part of Consultant's provision of work hereunder, Consultant may utilize proprietary works of authorship including, without limitation, software,

methodologies, tools, specifications, drawings, sketches, models, samples, records and documentation, as well as copyrights, trademarks, service marks, ideas, concepts, know-how, techniques, knowledge or data, that have been originated or developed by Consultant or by third parties under Agreement to, or which have been purchased by, Consultant (all of the foregoing, collectively, "Consultant's Information"). LAVTA agrees that Consultant's Information is and shall remain the sole property of Consultant or such third party. Consultant agrees that LAVTA shall be entitled to use Consultant's Information in connection with this Agreement, and shall grant to LAVTA a perpetual, royalty-free, irrevocable, worldwide, non-exclusive license to use all Consultant's Information and to create and use derivative works of Consultant's Information in connection with this Agreement.

- E. Consultant represents and warrants that it has or will have all appropriate licenses, agreements and/or ownership pertaining to all intellectual property, including but not limited to patents and copyrights, used in connection with the performance of its obligations under this Agreement. Consultant further represents and warrants that it will have all necessary rights to patentable and copyrightable materials, equipment, devices or processes not furnished by LAVTA used on or incorporated in the work and assumes all risks arising from the use of such patentable and copyrightable materials, equipment, devices, or processes.
- F. Consultant shall indemnify, defend and hold harmless LAVTA, its directors, officers, agents and employees to the maximum extent permitted by law from and against any and all claims, liabilities, losses, damages or expenses (including attorneys' fees and related costs, whether or not litigation has commenced), whether direct or indirect, arising out of, relating to, or in connection with the ownership, possession or use of any materials, equipment, devices, or processes that are protected by intellectual property rights, including patent, copyright and trade secret. In case such materials, equipment, devices or processes are held to constitute an infringement and their use enjoined, Consultant, at Consultant's sole cost and expense, shall: (a) secure for LAVTA the right to continue using the materials, equipment, devices or processes by suspension of the injunction or by procuring a royalty-free license or licenses, or (b) replace such materials, equipment, devices, or processes with non-infringing materials, equipment, devices or processes that perform the same functions as the infringing item, or (c) modify them so that they become non-infringing or remove the enjoined materials, equipment, devices or processes and refund the sums paid therefore, without prejudice to any other rights of LAVTA. If the amount of time necessary to proceed with one of these options is deemed excessive by LAVTA, LAVTA may direct Consultant to select another option or risk default.

12. TERMINATION

LAVTA shall have the right to suspend or terminate this Agreement at any time by giving written notice to the Consultant. Upon receipt of such notice, the Consultant shall not commit itself to any further expenditure of time or resources.

If the Agreement is suspended or terminated for any reason other than a default by Consultant, LAVTA shall pay to Consultant all sums actually due and owing from LAVTA for all services performed and all expenses incurred up to the day written notice of effective date of suspension or termination is given, plus any costs LAVTA determines are reasonable and necessarily incurred by Consultant to effect such suspension or termination. If the Agreement is terminated for default, LAVTA shall remit final payment to Consultant in an amount to cover only those services performed and expenses incurred in full accordance with the terms and conditions of this Agreement up to the effective date of termination.

13. DATA PROTECTION

The Consultant warrants that, to the extent it processes any Personally Identifiable Information on behalf of LAVTA:

- (a) it shall act only on instructions from LAVTA; and
- (b) it has in place appropriate technical and organizational security measures against unauthorized or unlawful access, processing, theft, or security breach of Personally Identifiable Information and against accidental loss or destruction of, or damage to, Personally Identifiable Information.

In this clause, **Personally Identifiable Information** has the meaning given under California law.

14. SUBCONTRACTS

Consultant shall not subcontract all or any portion of its services under this Agreement without the prior written approval of the Authority, and any attempt thereat shall be void and unenforceable. In the event that Consultant enters into one or more subcontracts pursuant to this article, it is understood and agreed that the participating subcontractors shall be solely and directly responsible to Consultant, and Authority shall have no obligation to them.

15. ASSIGNMENT OF AGREEMENT

Consultant shall not assign this Agreement or any part thereof without prior express written consent of Authority, and any attempt thereat shall be void and unenforceable.

16. NOTICES

Except for invoices submitted by Consultant pursuant to Article 4, all notices or other communications to either party by the other shall be deemed given when made in writing and delivered or mailed to such party at their respective addresses as follows:

To Authority:

Executive Director

Livermore/Amador Valley Transit Authority
1362 Rutan Court
Suite 100
Livermore, CA 94551

To Consultant:

17. NON DISCRIMINATION

In connection with the performance of this Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, citizenship, political activity or affiliation, national origin, ancestry, physical or mental disability, marital status, age, medical condition (as defined under California law), veteran status, sexual orientation, gender identity, gender expression, sex or gender (which includes pregnancy, childbirth, breastfeeding, or related medical conditions), taking or requesting statutorily protected leave, or any other characteristics protected under federal, state, or local laws. The Consultant shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability, national origin, or any other characteristic protected under state, federal, or local laws. Such actions 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. The Consultant further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

18. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment, because of race, religion, color, sex, disability or national origin. Consultant shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability or national origin. Such actions 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. Consultant further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

19. LAWS AND REGULATIONS

Consultant shall comply with its standard of care with regard to any and all laws, statutes, ordinances, rules, regulations and procedural requirements of any national, state or local government and of any agency of such government, including Authority, which relate to or in any manner affect the performance of this Agreement. This Agreement and any related documents supplied hereunder are subject to the California Public Records Act.

20. CHOICE OF LAW

All questions pertaining to the validity and interpretation of this Agreement shall be determined in accordance with the laws of California applicable to agreements made and to be performed within the state.

21. FORCE MAJEURE

It is expressly agreed that if the Consultant shall be delayed or interrupted in the performance or completion of its work hereunder by any act, neglect or default of the Authority, or of any employee of the owner, or of any other consultant employed by the Authority, or by an embargo, war, fire, flood, earthquake, epidemic or other calamity, act of God or of the public enemy, governmental act (including, but not restricted to, any government priority, preference, requisition, allocation, interference, restraint or seizure, or the necessity of complying with any governmental order, directive, ruling or request) or by any strike or labor dispute involving the Authority, or any manufacturer, supplier or carrier of the machinery, materials or supplies required hereunder, then the time of completion specified herein shall be extended for a period equivalent to the time lost as a result thereof.

22. ENTIRE AGREEMENT

This Agreement is the entire agreement of the parties. Consultant represents that in entering into this Agreement, it has not relied on any previous representations, inducements or understandings of any kind or nature.

23. SEVERABILITY

If any provision, or any portion of any provision, of any contract resulting from this proposal shall be held invalid, illegal or unenforceable, the remaining provisions or portions of any provisions shall be valid and enforceable to the extent possible.

24. BENEFIT OF AGREEMENT

This Agreement shall bind and benefit the parties hereto and their heirs, successors and permitted assigns.

25. ATTORNEY'S FEES AND OTHER FEES

Should either party institute any action to enforce this Agreement, or any provision hereof, the prevailing party in any such action or proceeding shall be entitled to receive from the other party all costs and expenses, including reasonable attorney's fees.

26. INSURANCE

The insurance requirements specified in this section shall apply to Consultant and any subcontractors, suppliers, temporary workers, independent contractors, leased employees, or any other persons, firms or corporations that Consultant authorizes to work under this Agreement (hereinafter collectively referred to as “Agents”). Consultant and all Agents are required to procure and maintain at their sole cost and expense the insurance coverages subject to all of the requirements set forth below. Such insurance shall remain in full force and effect throughout the term of this Agreement. To the extent that any Agent does not procure and maintain such insurance coverage, Consultant shall be responsible for said coverage and assume any and all costs and expenses that may be incurred in securing said coverage or in fulfilling Consultant’s indemnity obligation as to itself or any of its Agents in the absence of coverage. In the event Consultant or its Agents procure excess or umbrella coverage to maintain certain requirements outlined below, these policies shall also satisfy all specified endorsements and stipulations, including provisions that the Consultant’s insurance be primary without any right of contribution from the Authority. Prior to beginning work under this contract, Consultant shall provide the Authority with satisfactory evidence of compliance with the insurance requirements of this section.

A. **Minimum Types and Scope of Insurance**

1.) **Workers’ Compensation and Employers’ Liability Insurance**

- a. Workers’ Compensation with Statutory Limits, as required by Section 3700 et seq of the California Labor Code, or any subsequent amendments or successor acts thereto governing the liability of employers to their employees.
- b. Employers’ Liability coverage with minimum limits of \$1 million.
- c. Such insurance shall include the following endorsement as further detailed in the Endorsements Section below:
 - Waiver of Subrogation.

2.) **Commercial General Liability Insurance**

Commercial General Liability insurance for bodily injury and property damage coverage with a combined single limit for bodily injury and property damage of at least \$1 million per occurrence or claim and a general aggregate limit of at least \$2 million. Such insurance shall cover all of Consultant’s operations both at and away from the project site.

- a. This insurance shall include coverage for, but not be limited to:
 - Premises and operations.
 - Products and completed operations.

- Contractual liability.
 - Personal injury.
 - Advertising injury.
 - Explosion, collapse, and underground coverage (xcu).
 - Broad form property damage.
- b. Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:

- Additional Insured.
- Cross Liability or Severability of Interests Clause.
- Primary and Non-Contributory wording.
- Waiver of Subrogation.

Products and completed operations insurance shall be maintained for three (3) years following termination of this Agreement.

3.) Business Automobile Liability Insurance

Business Automobile Liability insurance providing bodily injury and property damage with a combined single limit of at least \$1 million per occurrence.

- a. This insurance shall include coverage for, but not be limited to:

- All Owned vehicles.
- Non-owned vehicles.
- Hired or rental vehicles.

- b. Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:

- Additional Insured.
- Primary and Non-Contributory wording.
- Waiver of Subrogation.

4.) Professional Liability Insurance

The Consultant, at its own cost and expense, shall maintain professional liability insurance for the period covered by the Agreement, and two years following completion of the contract in an amount not less than \$1,000,000 covering errors and omissions in the services of the Consultant performs under the Agreement. The policy limits of this professional liability insurance policy shall apply separately to the Agreement.

B. ENDORSEMENTS

1.) Additional Insured

The referenced policies and any Excess or Umbrella policies shall include as Additional Insureds the Livermore Amador Valley Transit Authority and its directors, officers, employees, volunteers and agents while acting in such capacity, and their successors or assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.

2.) Waiver of Subrogation

The referenced policies and any Excess or Umbrella policies shall contain a waiver of subrogation in favor of the Livermore Amador Valley Transit Authority and its officers, directors, employees, volunteers and agents while acting in such capacity, and their successors and assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.

3.) Primary Insurance

The referenced policies and any Excess and Umbrella policies shall indicate that they are primary to any other insurance and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss or claim, up to and including the total limit of liability, without right of contribution from any of the insurance effected or which may be effected by the Livermore Amador Valley Transit Authority.

4.) Severability of Interests or Cross Liability

The referenced policies and any Excess or Umbrella policies shall contain either a Cross Liability endorsement or Severability of Interests Clause and stipulate that inclusion of the Livermore Amador Valley Transit Authority as an Additional Insured shall not in any way affect Authority's rights either as respects any claim, demand, suit or judgment made, brought or recovered against the Consultant. Said policy shall protect Consultant and the Livermore Amador Valley Transit Authority in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.

C. EVIDENCE OF INSURANCE

All Coverages

Prior to commencing work or entering onto the Property, Consultant shall provide the Director, Contracts, and Procurement of the Authority with a certificate evidencing coverage, and upon request, a certified duplicate original of the policy. The certificate shall also show that the Consultant's policy(ies) will not be cancelled or coverage altered without 30 days prior written notice to the Authority's Executive Director.

D. GENERAL PROVISIONS

1.) Notice of Cancellation

The policies shall provide that the Consultant's policies will not be cancelled or have limits reduced or coverage altered without 30 days prior written notice to the Authority's Executive Director.

2.) Acceptable Insurers

All policies will be issued by insurers acceptable to the Authority (generally with a Best's Rating of A- 10 or better).

3.) Self-insurance

Upon evidence of financial capacity satisfactory to the Authority and Consultant's agreement to waive subrogation against the Authority respecting any and all claims that may arise, Consultant's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance.

4.) Failure to Maintain Insurance

All insurance specified above shall remain in force until all work to be performed is satisfactorily completed, all of Consultant's personnel and equipment have been removed from the Authority property, and the work has been formally accepted. The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of this Agreement.

5.) Claims Made Coverage

If any insurance specified above shall be provided on a claim-made basis, then in addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes the Consultant's start of work (including subsequent policies purchased as renewals or replacements).
- b. Consultant shall make every effort to maintain similar insurance for at least three (3) years following project completion, including the requirement of adding all named insureds.
- c. If insurance is terminated for any reason, Consultant agrees to purchase an extended reporting provision of at least three (3) years to report claims arising from work performed in connection with this Agreement.
- d. Policy allows for reporting of circumstances or incidents that

might give rise to future claims.

6.) Deductibles and Retentions

Consultant shall be responsible for payment of any deductible or retention on Consultant's policies without right of contribution from the Authority.

In the event that the policy of the Consultant or any subcontractor contains a deductible or self-insured retention, and in the event that LAVTA seeks coverage under such policy as an additional insured, Consultant shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy for a lawsuit arising from or connected with any alleged act or omission of Consultant, subcontractor, or any of their officers, directors, employees, agents, or suppliers, even if Consultant or subcontractor is not a named defendant in the lawsuit.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the day and year first written above.

**THE LIVERMORE AMADOR VALLEY
TRANSIT AUTHORITY**

CONSULTANT

Executive Director

By*

Date: _____

Title

By*

Title

Date: _____

APPROVED AS TO FORM:

By: _____
Attorney for the Authority

*If Consultant is a corporation, two corporate officers must sign on behalf of the corporation as follows: (1) Chairman of the Board, President, or Vice President; and (2) Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Financial Officer. In the alternative, this Contract may be executed by a single officer or a person other than an officer provided that evidence satisfactory to LAVTA is provided, demonstrating that such individual is authorized to bind the corporation (e.g., a copy of a certified resolution from the corporation's board or a copy of the corporation's by laws).