

REQUEST FOR QUALIFICATIONS & PROPOSAL

PLANNER/CONSULTANT FOR RAIL PLANNING & PROJECT DELIVERY

LIVERMORE, CALIFORNIA

The Livermore Amador Valley Transit Authority is issuing a Request for Qualifications and Proposals (RFQ/RFP) from qualified firms to provide the services of a Planner/Consultant for regional rail planning and project delivery in the Tri-Valley and San Joaquin Valley.

In the Tri-Valley, thousands ride transit daily – with commute volumes from the Tri-Valley to San Francisco, Santa Clara and San Mateo Counties increasing 66% since 2007. With the Tri-Valley growing at a faster rate than the Bay Area as a whole, near-future transportation investments are crucial and will yield significant economic benefits for the entire mega-region. In addition, the increase in the number of commuters from the San Joaquin Valley, via the Altamont Pass and ACE rail line, add additional demand for these investments.

The Organization

The Livermore Amador Valley Transit Authority

The Livermore Amador Valley Transit Authority (LAVTA) provides bus service for the Tri-Valley area, connecting communities while easing congestion, reducing pollution, and making the region a better place to live. Created by a joint powers agreement in 1985, LAVTA provides area-wide transit services to the cities of Dublin (population 49,890), Livermore (population 86,870), and Pleasanton (population 69,829) and unincorporated areas of Alameda County. The LAVTA Board of Directors consists of two elected officials from each city and one member of the County Board of Supervisors. LAVTA is currently supported by a \$15.8 million budget and 14 full-time employees. The Authority contracts with MV Transit to provide bus operations, with a fleet of 60 vehicles.

The Altamont Regional Rail Working Group

In October of 2015, LAVTA created the Altamont Regional Rail Working Group for the purpose of providing input on regional rail planning taking place in the area, and to explore ways to expedite a rail connection between BART to ACE in the Tri-Valley.

BART to Livermore has been a project studied for 40 years, with the original Livermore Pleasanton BART Extension Study Final Report being released in 1976. More recently, BART is undertaking further environmental analysis of the project and has just completed the comment period for the draft EIR for BART to Livermore.

In addition to providing input on the BART to Livermore project, the Working Group has been providing input on a DMU/EMU rail concept by ACE from the City of Tracy to the Tri-Valley to connect into a BART station along the I-580 corridor.

The Tri-Valley – San Joaquin Valley Regional Rail Authority

AB 758 (Eggman) was recently signed by the Governor, which creates the Tri-Valley – San Joaquin Valley Regional Rail Authority. This new Authority is tasked with planning and project delivery of the connection between BART and ACE. By mandate, extensive preliminary planning for the connection must take place before July of 2019. LAVTA is staff for the new Authority during the preliminary planning. The purpose of this RFQ/RFP is to solicit consulting services to assist in this planning effort.

Planner/Consultant for Rail Planning and Project Delivery

SCOPE OF WORK

The Planner/Consultant Services

The Livermore Amador Valley Transit Authority (LAVTA) seeks a qualified Consultant to provide day-to-day oversight of planning activities at the Alameda-San Joaquin Regional Rail Working Group, soon to be the Tri-Valley – San Joaquin Valley Regional Rail Authority, to ensure the proper planning for a connection of the BART and ACE rail systems in the Tri-Valley. Reporting to the LAVTA Executive Director, the selected Consultant will assist with the administration of the Rail Authority, as well as oversee all the projects and planning activities initiated by the Rail Authority or in support of the Rail Authority.

The successful Consultant will be a strong leader with a demonstrated history of project management, grant writing, understanding of regional/state/federal funding sources, and public administration. Experience with rail systems is highly desirable.

Specifically, the scope of work consists of the following tasks:

Requested Tasks

Planning Administration:

- a. Preparation and technical oversight of studies, investigations, analyses, and development of recommendations.
- b. Developing scope(s) of work for various procurements or planning activities.
- c. Review and analysis of planning efforts by other agencies and firms that would affect the BART and ACE rail connection and operations.
- d. Management of contractor invoices for planning services being performed to ensure accuracy.
- e. Work with Executive Director to develop agendas and create staff reports for public meetings.
- f. Preparation and delivery of presentations, or oversight of such presentations by contractors, to policy makers.
- g. Professional interactions with the public in public meetings.

Technical Advisory Committee:

- a. Provide assistance in noticing and preparing information for discussion at TAC meetings.
- b. Provide necessary analysis and interaction with TAC to develop recommendations for policy makers.

Funding Development:

- a. Research of grant and other funding opportunities related to the development of the BART and ACE rail system connection in the Tri-Valley.

Public Communications:

- a. Develop and manage public communications in regard to planning work. Such communications may encompass newsletters, e-mail news blasts, press releases, and any other mechanism deemed to be appropriate.

SELECTION CRITERIA

The firm's proposal will be evaluated based on its responsiveness and demonstrated ability to provide services outlined in the Scope of Work and its responsiveness to the RFQ/RFP. Final selection will be based on evaluating the firm's combination of experience, competencies, and ability to address the Agency's needs. In addition, prior to signing a contract, a firm must demonstrate that they have the required insurance; hold a valid business license; and are either: an existing Limited Partnership, Limited Liability Company or for-profit corporation, or, in the case of a sole proprietorship, have filed a fictitious business statement.

PAYMENT FOR SERVICES

The firm shall be compensated for Consultant services based on the hourly rate set forth in Form B: Pricing Summary, which includes all labor, supervision, applicable surcharges such as taxes, insurance and fringe benefits as well as indirect costs, overhead and profit allowance, equipment, materials and supplies. Said hourly rate shall remain in effect for the term of the Agreement, unless new rates are incorporated via an amendment.

LAVTA will reimburse firm for all expenses deemed reasonable and necessary by LAVTA incurred by Consultant in the performance of work. Such reimbursement shall include travel and personal expenses incurred by Consultant.

The firm shall submit invoices for Consultant services rendered on a monthly basis covering fees and expenses for a single calendar month, identifying the work for which payment is requested; the hours worked; any authorized expenses, together with receipts for such expenses; the amount requested; and the cumulative amount billed and paid under this Agreement. The first year budget for this contract is \$150,000.

TERM OF CONTRACT

The contract would be valid for one year from the effective date, with an ability to extend two additional one year periods. It is anticipated however that there is potential for a long term need for these services.

INSURANCE COVERAGE

The selected Consultant shall be required to procure and maintain automobile liability of \$300,000 or greater for each occurrence and \$100,000 or greater per person for bodily injury and property damage. If the Consultant hires any employees, Worker's Compensation as required by the State of California, and Employers' Liability Insurance, one million dollars (\$1,000,000) per accident for bodily injury or disease.

RESPONSE FORMAT

All submittals shall include the following information:

- 1. Form "A" – Proposer Information:** Please complete all fields listed in Form "A" describing information about the Consultant.
- 2. Form "B" – Price Summary:** Please complete all fields listed in Form "B." The Hourly Rate for Consultant shall include all labor, supervision, applicable surcharges such as taxes, insurance and fringe benefits as well as indirect costs, overhead and profit allowance,

equipment, materials and supplies.

3. **Description of Experience and Qualifications:** Provide a description of your firm’s experience, including those identified in the Scope of Work. Provide a summary of the work experience for all individuals who will provide work under this agreement.
4. **Legal Status:** Describe the legal organization of the firm, indicating the type of entity (sole-proprietorship, partnership, or corporation), the number of firm clients, and the length of its existence.
5. **References:** Please provide at least two professional references (past clients or employers) relevant to this type of service.

DEADLINE AND DELIVERY

All RFQ/RFP responses must be submitted via email in a single PDF file (preferred method to save resources) or postal mail as follows:

Tamara Edwards
 Procurement Officer
 Livermore Amador Valley Transit Authority
 1362 Rutan Court, Suite 100
 Livermore, CA 94551
 Email: tedwards@lavta.org

The deadline for the submittal is Wednesday, **November 15, 2017 at 2:00 p.m., Pacific Standard Time.**

Submittals received after the deadline will not be accepted.

CONSULTANT SELECTION SCHEDULE

Event	Date
Release RFQ/RFP	October 24, 2017
Proposals Due	November 15, 2017 at 2PM PST
Interviews with Candidates (if needed)	(estimated) November 22, 2017
Successful Consultant Selected Contract Term Begins	(estimated) December 7, 2017

CONTACT

Contact with any Altamont Regional Rail Working Group members, LAVTA Board members or LAVTA Staff, other than the point of contact regarding this Request for Qualifications/Request

for Proposals is prohibited and may be grounds for disqualification.

Any questions on this Request for Qualifications/Request for Proposals (RFQ/RFP) shall be directed to the point of Contact:

Michael Tree, Executive Director

E-Mail: mtree@lavta.org

FORM A

Applicant Information

Applicant Last Name (if individual is applying)		Applicant First Name		Applicant Middle Name	
Other Names Applicant is known by (if individual is applying)					
Applicant Business Name (if a Consultant is applying)					
Applicant Business Representative Name (if Consultant is applying)					
Applicant Address			City		State
					ZIP Code
Phone ()		Fax ()		Mobile ()	
E-Mail Address					

FORM B

Price Summary

Hourly Rate	\$
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ATTACHMENT 1
SAMPLE PROFESSIONAL SERVICES AGREEMENT

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY

AND

_____ **CONSULTING**

THIS AGREEMENT, ("Agreement") made and entered into as of this 14th day of May, 2016 by and between the **Livermore Amador Valley Transit Authority** (hereinafter referred to as "Authority"), and _____ **Consulting**, a sole proprietorship (hereinafter referred to as "Contractor").

WITNESSETH

WHEREAS, Authority desires to obtain professional executive consulting services;

WHEREAS, Contractor is qualified and willing to provide said services;

WHEREAS, Authority and Contractor now wish to enter into an agreement pursuant to which Contractor will render the services to the Authority as provided in this agreement;

NOW, THEREFORE, Authority and Contractor agree as follows:

EMPLOYMENT OF CONTRACTOR

Authority agrees to engage Contractor and Contractor agrees to perform the Services for Authority in accordance with provisions hereinafter contained in this agreement.

SCOPE OF SERVICES

Subject to the terms and conditions set forth in this agreement, and such policy direction and approvals as the Authority, through its Board of Directors may provide, Contractor shall provide the services described in the Scope of Work, attached hereto as Exhibit A and incorporated herein by this reference (the "Services").

TIME OF PERFORMANCE

The Contractor will provide the Services commencing upon execution of this Agreement and shall continue until no later than _____, 2018 unless earlier terminated as provided in Section 12.

COMPENSATION AND METHOD OF PAYMENT

The Compensation to be paid for to the Consultant shall be in the amount of \$____ per hour, for a sum not to exceed \$_____, unless an additional amount is authorized by the Authority.

Contractor services shall be billed on a monthly basis and Authority will make payment within thirty (30) days of receipt of an acceptable invoice with satisfactory backup documentation, including time spent on each task. The work and services performed to the date of the invoice shall be made in writing and delivered or mailed to Authority as follows:

Accounts Payable
Livermore Amador Valley Transit Authority
1362 Rutan Court
Suite 100
Livermore, CA 94550

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

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 4.

INSURANCE

- A. Minimum Scope of Insurance: Prior to commencing work and during the entire term of the Agreement, Contractor shall procure and maintain the following insurance policies in these minimum amounts:
1. Commercial General Liability Coverage one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage.
 2. Automobile Liability, one half million dollars (\$500,000) per accident (\$250,000 per person) for bodily injury and one hundred thousand dollars (\$100,000) each accident in property damage.
 3. If the Contractor employs any person to perform work in connection with the work under this Agreement, Contractor shall procure and maintain Workers' Compensation as required by the State of California, and Employers' Liability Insurance, one million dollars

(\$1,000,000) per accident for bodily injury or disease.

4. Professional Liability Insurance covering Contractor's performance under this Agreement with a limit of liability of one million dollars (\$1,000,000).
- B. Endorsements: Each general liability and automobile liability insurance policy shall be endorsed with the following specific language:
1. The Livermore Amador Valley Transit Authority, their respective officers, employees and agents ("Insured Parties") are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the Contractor.
 2. For any claims related to this Agreement, Contractor's insurance coverage shall be considered primary insurance as respects the Insured Parties. Any insurance or self-insurance maintained by the Insured Parties shall be excess of the Contractor's insurance and shall not contribute with it.
 3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each. This, however, will not act to increase the limit of liability of the insuring company.
 4. The insurer waives all rights of subrogation against Authority, its directors, officers, employees and agents.
 5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Authority, its directors, officers, employees and agents.
 6. Each insurance policy required by this Agreement shall provide that coverage shall not be canceled, except after 30 days prior written notice has been given to the Authority.
- C. Verification of Coverage: Contractor shall provide to the Authority all certificates of insurance with original endorsements affecting coverage required by this paragraph. Certificates of such insurance shall be filed with the Authority on or before commencement of performance of this Agreement. The Authority reserves the right to require complete, certified copies of all required insurance policies at any time.
- D. Acceptability of Insurers: All insurance companies providing coverage to Contractor for purposes of this Agreement shall be authorized by the Insurance Commissioner of the State of California to transact business within the State of California and shall an A.M. Best's rating of no less than "A:VII."

- E. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retention's must be declared to and approved by the Authority. At the Authority's option, Contractor shall demonstrate financial capability for payment of such deductibles or self-insured receptions.

INDEPENDENT CONTRACTOR

Contractor is an independent contractor 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. Contractor has, and hereby retains, full control over the employment, direction, compensation and discharge of all persons employed by Contractor who are assisting in the performance of services under this agreement. Contractor 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. Contractor shall be responsible for its own acts and those of its agents and employees during the term of this agreement.

INDEMNIFICATION

To the maximum extent permitted by law, Contractor 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 Contractor, its officers, agents, employees and subcontractors or any of them. This obligation shall not apply to Liability that arises from the active 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, Contractor 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.

MAINTENANCE, AUDIT AND INSPECTION OF RECORDS

All Consultant and subconsultant costs incurred in the performance of this Contract will be subject to audit. Consultant and its 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.

DATA TO BE FURNISHED BY AUTHORITY--CONFIDENTIALITY

All data, reports, surveys, studies, drawings and any other documents and materials made available to Contractor by Authority for use by Contractor 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.

OWNERSHIP OF WORK

All documents furnished to Contractor by Authority and all reports and supportive data prepared by Contractor by this Agreement are Authority's property and shall be given to Authority at the completion of Contractor services. Authority acknowledges that documents and supportive data prepared by Contractor have been prepared exclusively for and are fit exclusively for the purposes contemplated under this Agreement. If the Authority reuses such documents prepared by Contractor for purposes other than those contemplated under this agreement without the written consent of Contractor, the Authority will hold harmless, indemnify and defend the Contractor, its agents, subcontractors and employees from any and all claims arising out of such reuse.

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 reasonably 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.

SUBCONTRACTS

Contractor 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 Contractor 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 Contractor, and Authority shall have no obligation to them.

ASSIGNMENT OF AGREEMENT

Contractor 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.

NOTICES

Except for invoices submitted by Contractor 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 Contractor:

LAWS AND REGULATIONS

Contractor 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.

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.

ENTIRE AGREEMENT

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

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.

BENEFIT OF AGREEMENT

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

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*

Chair, Board of Directors

Date:_____

Date:_____

Approved as to form:

Legal Counsel

EXHIBIT A

SCOPE OF WORK

The Livermore Amador Valley Transit Authority (LAVTA) seeks a qualified Consultant to provide day-to-day oversight of planning activities at the Alameda-San Joaquin Regional Rail Working Group, soon to be the Tri-Valley – San Joaquin Valley Regional Rail Authority, to ensure the proper planning for a connection of the BART and ACE rail systems in the Tri-Valley. Reporting to the LAVTA Executive Director, the selected Consultant will assist with the administration of the Rail Authority, as well as oversee all the projects and planning activities initiated by the Rail Authority or in support of the Rail Authority.

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