



REQUEST FOR QUALIFICATIONS
FOR
PROJECT MANAGEMENT SERVICES

February 12, 2019

Tahoe Transportation District

P.O. Box 499

Zephyr Cove, NV 89448

INTRODUCTION

The Tahoe Transportation District (TTD) is seeking the services of a qualified firm to assist TTD's Capital Improvement Program Manager in the administration, development, implementation, and delivery of projects through the end of construction. The selected firm will act as an extension of TTD, assisting in the procurement of other service providers, and providing management and oversight of its projects, including the delivery of the US 50/South Shore Community Revitalization Project and the Nevada Stateline-to-Stateline Bikeway Project (Central Corridor Phase).

TTD is a bi-state, special purpose transportation district that delivers capital projects in the Lake Tahoe basin. Examples of TTD projects include road realignments, bridges, roundabouts, complete streets, parking, shared use paths, and transit facilities. These projects are located in both California and Nevada and require cooperation and involvement from various federal, state and local entities, including the Tahoe Regional Planning Agency (TRPA), federal agencies, state agencies, counties, cities, and other local jurisdictions.

All of TTD's projects serve transportation purposes and help to accomplish regional transportation goals. At the same time, some of TTD's projects also create development opportunities that further other public purposes and goals.

This Request for Qualifications (RFQ) describes the general Scope of Services, necessary RFQ components, consultant selection process, and required format of Statement of Qualification (SOQ) as well as a sample copy of TTD's Standard Professional Services Agreement.

The prime consultant in response to this Request for Qualifications (RFQ) shall be a firm, organization or vendor licensed to conduct business in their respective disciplines in the State of California and Nevada.

TTD reserves the right to award any number of contracts it deems necessary. This RFQ does not commit TTD to award a contract. TTD reserves the right to accept or reject any or all proposals. No proposal shall be binding upon TTD until after a contract is executed by duly authorized representatives of TTD and the selected consultant. No minimum amount of work is implied or guaranteed under the contract.

SCOPE OF SERVICES

The successful consultant will be a highly skilled and experienced project team comprised of seasoned, well-rounded team members with related experience in the following areas discussed below. The selected firm must assign a Consultant Program Manager (CPM) that will be responsible for all aspects of development, coordination, management and reporting of the program. The selected firm must have adequate staffing and technical resources to address all aspects of this program and have these resources available to the TTD with notice. The CPM must be an accomplished program manager familiar with NDOT, Caltrans and FHWA processes for project delivery and the administration of the full variety of State, Federal and local funding sources. Projects and programs are funded by a combination of regional, state and federal grants and local dollars. The CPM must demonstrate knowledge and expertise in the following areas as a minimum: program management; project management; risk management and innovative project delivery contracts. The CPM must have experience with innovative contracting (Design Build, Design Build Finance, and Construction Manager at risk or CMGC) and Public

Private Partnerships and registered Civil Engineers in California and Nevada and must have a minimum of 5 years of experience managing similar projects as US 50 and SR 28.

The consultant team shall have road and facility planning, design and construction management experience in managing civil projects (streets, drainage and other improvements) and vertical projects (transit-oriented development and facilities). Services shall include all general leadership and management functions required of a CPM including but not limited to:

- Recommendations for project delivery and procurements
- Validating programming results, tracking budgets, providing cash-flow projections to TTD staff as required, preparing cost estimates and risk analysis, validating construction cost/cost of work, monitoring schedules;
- ROW acquisition;
- Overseeing quality of all aspects of the project;
- Communication with the project team;
- Coordinating all issues, documentation, minutes, action items, and approvals to move the projects through all the various phases;
- Providing direct interface with end-users and other stakeholders as required;
- Briefing officials, Council/Boards/Commissions, ad-hoc committees; and being more particularly described as follows.

Phase 1:

Upon the issuance of the first Notice to Proceed (NTP) work associated with this phase will required the CPM to engage in program/project management activities including but not limited to: communication, coordination, risk management, scheduling, and QA/QC and procurement management. While time may be variable depending on project activity it is expected that approximately 20 hours per week on average for the CPM with necessary administrative staff support for Phase 1. Specific tasks may include:

- Develop recommendations and solutions in support of delivering the US50/SR28 projects.
- Review and suggest improvements to TTD's current practices and processes for project delivery, project scheduling, and cost estimating and performance measurement of projects.
- Develop tools, standards and guidelines in support of improved processes.
- Assist in coordination, communication and if necessary preparation of inter-local agreements with stakeholders.
- Oversee/perform risk based cost estimating for US 50/SR28 projects.
- Update project costs, prepare a finance plan as needed and assist with securing additional funds if necessary.
- Initiate a partnering process with project stake holders.
- High level review of the current project design of US50/SR28.
- Assist with managing the current design and ROW activities for these projects.

Phase II:

The initiation of Phase II is contingent upon securing ROW and construction funds for the US50 and SR28 projects. Upon the issuance of one or more NTPs, the CPM will proceed with the procurement of consultants for ROW acquisition and final design of the prescribed work. Specific tasks may include:

- Assist in coordination and preparation of inter-local agreements.
- Conduct risk management, value analysis, constructability and maintainability reviews to ensure project quality.
- Coordinate with all impacted agencies.
- Right of way acquisition and relocation oversight.
- Provide project management, technical support/review, and construction oversight.
- Continue partnering process with stakeholders.
- Conduct additional cost risk analysis based on estimates.
- Ensure all designs meet NDOT and Caltrans expectation and standards.

Additional Services:

Based on funding availability, additional NTP’s may be issued to support other TTD activities throughout the basin. This work may include but not limited to the following additional activities:

- Capital projects development
- Contract administration and procurement
- Innovative project delivery contracts
- Oversight of engineering/specialty consultants
- Project quality assurance
- Risk assessments
- Finance plans
- Right of way acquisition and utility relocations
- Development of policies and procedure manuals
- Development of design criteria and standards
- Construction management and inspection
- Transportation, land use and air quality modeling
- Intelligent transportation system planning, integration and deployment
- Communication infrastructure planning and integration
- Administrative support
- Transit planning and operational analysis
- Transportation demand modeling

Where appropriate, deliverables shall be prepared, stamped and signed by a Professionally Registered California and/or Nevada State Licensed Civil Engineer, dependent on project location, for engineering projects. Other tasks requiring a professional license, such as licensed landscape architects, may be required as well.

PROPOSAL REQUIREMENTS

A. Form of Proposals

SOQs shall include, at a minimum, the following information presented in a clear and concise format. Firms are solely responsible for the accuracy and completeness of its proposal. Incomplete SOQs may be rejected.

1. Cover Letter including:
 - a) Contact information and a signature by an authorized officer or employee of the firm
 - b) Briefly explain firm's approach to providing excellent service
 - c) Describe the level of commitment the CPM and prime firm is willing to make to TTD programs and projects
 - d) Include a statement of acknowledgement of having received all addenda, if any are issued.

2. Firm Profile
 - a) Provide a summary of the firm's areas of expertise and experience as related to this RFQ. Include a brief description of the prime firm including number of employees and years in business, as well as the firm's overall approach and strategy to delivering collaborative solutions for complex, public sector problems.
 - b) Provide a summary of the firm and team's past experience with similar projects.
 - c) Provide a summary of the firm and team's past experience working on projects within the Lake Tahoe Basin.

3. Project Personnel/Team
 - a) The principal-in-charge or CPM shall be a Professional Engineer (Civil) currently licensed in the State of California or Nevada (dependent on project location).
 - b) Provide an organizational chart of the firm, including principal-in-charge, CPM and key support staff. Provide resumes of the principal-in-charge and CPM (not included in page count) and an overview of each key staff member.
 - c) Technical leads must have professional registration in Nevada and California in their respective area of expertise when relevant.
 - d) Other applicable factors.

4. Relevant Experience
 - a) Provide description for up to five (5) relevant projects recently completed by the prime consultant that demonstrate your team's particular strength(s) and experience. The description for each project should include the following information:
 - i. Project name and location
 - ii. Brief description of project and its relevance to the type of work TTD has identified.
 - iii. Indicate whether the prime firm was the lead consultant and provide a description of the team's role on the project. Identify the principal-in-charge or project lead.
 - iv. Approximate construction cost
 - v. Construction completion date
 - vi. Consultant's fee for the project
 - vii. Client/Agency reference

5. US 50/South Shore Community Revitalization Project Understanding & Approach
 - a) Describe the team's experience in providing support for projects similar in size and scope to the US 50/South Shore Community Revitalization Project.
 - b) Describe the team's technical understanding of the US 50 Community Revitalization project requirements.
 - c) Identify specific methods to be used to deliver project requirements.
 - d) Identify potential risks, complications, or difficulties that might be encountered in the implementation of required services, along with suggested resolutions for each.
 - e) Describe ability to work with TTD staff, community groups, and other stakeholders, and translate various requirements and interests into a successful project in a complex multi-jurisdictional environment. Highlight the firm's experience employing innovative and effective techniques for community and stakeholder engagement.
 - f) Other applicable factors.

6. Capital Programing Understanding & Approach
 - a) Describe the team's experience in providing guidance for growth, efficiency, and effectiveness of Capital Programming.
 - b) Describe the ability to work with TTD staff, regional partners, and other stakeholders, and translate various requirements and interests into successful projects within a complex jurisdictional environment.
 - c) Identify specific methods to be used to deliver program optimization strategies, tools, standards, and guidelines for a fully functional in-house Capital Program within the contract period (three to five years).
 - d) Identify potential complications or difficulties that might be encountered in the implementation of required services, along with suggested resolutions for each.
 - e) Other applicable factors.

7. Rates
 - a) The selection is based on the SOQ offering the best approach to TTD. Hourly rates (no blended rates allowed) of primary staff proposed should be provided. Firms may clearly label Rates as "CONFIDENTIAL" and provide this information in a separate sealed envelope. Rates will not be subject to valuation. Actual task order pricing shall be negotiated with the most qualified firm after conclusion of the evaluation process.

8. Specifically indicate any requirements in this RFP which are not acceptable or cannot be performed.
9. Specifically indicate any contract provisions attached as Attachment A which are not acceptable and propose any alternative language or terms.
10. Provide a signed copy of the Lobbying Certification attached as Attachment B.
11. Provide a signed copy of the Certification Regarding Debarment, Suspension and other Responsibility Matters attached as Attachment C.
12. Provide a statement which discloses any past on-going or potential conflicts of interest that the firm may have as a result of performing the work/services.

Proposals should not exceed 20 pages (with the exception of attached materials which shall not be counted for purposes of the page limit). Attachments should be labeled as attachments and included separately with the proposal.

B. Costs of Proposals

Issuance of this RFP does not commit TTD, in any way, to pay any costs incurred in preparing and submitting a proposal. TTD will not reimburse responding firms, including the selected firm, for any expenses incurred in preparing or submitting proposals. All costs related to preparing and submitting a proposal shall be paid by the respondent.

C. Licenses, Permits, Taxes

The price or prices for the work shall include full compensation for all taxes, permits, etc. that the respondent is or may be required to pay.

D. Disadvantaged Business Enterprise (DBE) Requirements

TTD hereby notifies firms that in regard to any contract entered into pursuant to this RFP, Disadvantaged Business Enterprises (DBE's) will be afforded equal opportunities to submit proposals and will not be discriminated against on the grounds of race, color, sex, disability, or national origin in consideration of an award.

A DBE is defined as a small business concern which is at least 51% owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more socially and economically disadvantaged individuals. Socially and economically disadvantaged include Women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans.

E. Equal Employment Opportunity

Each firm must agree that it will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of the 1964 Civil Rights Act and amendments, except as permitted by said laws.

F. Public Record/Confidential Information

All responses become property of TTD. All responses, including the accepted proposal and any subsequent contract, become public records per the requirements of state public records laws. Proprietary material must be clearly marked as such. Pricing and service elements of the successful proposal are not considered proprietary information.

TTD will treat all information submitted in a proposal as available for public inspection once TTD has selected a contractor. If you believe that you have a legally justifiable basis for protecting the confidentiality of any information contained within your proposal, you must identify any such information, together with the legal basis of your claim in your proposal, and present such information

separately as part of your response package. This portion of the submittal must be clearly marked “Confidential.”

The final determination as to whether TTD will assert your claim of confidentiality on your behalf shall be at the sole discretion of TTD. If TTD makes a determination that your information does not meet the criteria for confidentiality, you will be notified. Any information deemed to be non-confidential shall be considered a public record.

PROCUREMENT PROCESS

A. RFQ Schedule

Release date of RFQ	February 12, 2019
Deadline for Questions/Written Comments	3:00 p.m. PST February 15, 2019
Response to Questions	February 19, 2019
Deadline for SOQ Submittal	3:00 p.m. PST March 7, 2019
Interviews, if necessary	March 21-22, 2019
Notification to award contract	March 29, 2019

B. Addenda and Clarifications

Any changes, additions or clarifications to this RFP will be made by amendments (addenda). Any additional supporting materials and addenda will be posted on the TTD website, <http://tahoetransportation.org/doing-business/rfp-info>.

Requests for clarifications about this RFP may be submitted at any time prior to 3:00 p.m. on February 15, 2019. Requests should be submitted in writing via e-mail to: Judi Allen, Executive Assistant, jallen@tahoetransportation.org.

Responses will be posted on the TTD website, <http://tahoetransportation.org/doing-business/rfp-info>, no later than February 19, 2019.

C. Delivery of Proposals

Firms must deliver one (1) electronic version of the proposal on a CD or USB flash drive. Delivery shall be made either (1) in-person or via courier service to the Tahoe Transportation District, Attn: Judi Allen, 128 Market Street, Suite 3F, Stateline, NV 89448 or (2) via mail at P.O. Box 499, Zephyr Cove, NV 89448.

Please mark the envelope as “RFP for Project Management Services.” Proposals must be received no later than 3:00 p.m. on March 7, 2019 to be considered responsive.

SOQs shall be submitted no later than the deadline time and date specified above. Firms shall respond to the written RFQ and any exhibits, attachments, or amendments. A responding firm’s failure to submit SOQs as required before the deadline shall cause the submittal to be disqualified.

Responding firms assume the risk of the method of dispatch chosen. The TTD assumes no responsibility for delays caused by any delivery service. Postmarking by the due date shall not substitute for actual receipt of the submittal by TTD. Late submittals shall not be accepted nor shall additional time be granted to any responding firm.

D. Evaluation Process

A technical advisory committee will review and evaluate the submitted proposals for responsiveness to the RFP in order to determine whether proposers possess the qualifications necessary to provide the goods and services.

TTD may request clarifications of proposals directly from the proposers. TTD reserves the right to waive any minor irregularities, informalities or oversights in the RFP documents, or any corresponding proposals at its sole discretion. TTD reserves the right to reject all proposals.

E. Selection Criteria

TTD staff will select the firm that staff believes will provide the best value. In reviewing the proposals, and negotiating with selected firms, TTD will consider the following evaluation criteria:

CATEGORY	MAX POINTS
Qualifications and Experience of Firm	10
Qualifications and Experience of Proposed Staff/Team	25
Project Specific Approach: Understanding of the Approach, Scope and Familiarity with Local, State and Federal Procedures.	25
Capital Programming Approach and Understanding, Scope and Familiarity with Local, State and Federal Procedures.	20
Operational/Organizational Approach to the Scoping, Scheduling & Quality of Delivering a Project, and References.	20

If the TTD elects to interview, the submitting firms shall be notified of the interview schedule. The same attached evaluation criteria form will be used for all reviews. Failure of a firm to appear at the interview will be considered non-responsive, and that firm will be eliminated from any further consideration.

All evaluators may use the information submitted in the firm's SOQ and presented at the interview, if applicable, to arrive at the final ranking. The firms will be ranked and an agreement shall be negotiated following the selection of a firm. If an acceptable agreement cannot be reached with the initial firm selected, the TTD shall proceed to negotiate with the next most qualified firm or consider reposting the RFQ if necessary and acceptable agreement cannot be negotiated.

F. Negotiation and Award

TTD will work with the selected firm to negotiate a contract between TTD and the selected firm. All costs incurred by the firm in connection with this work and negotiations shall be borne by the firm and the firm shall have no right to reimbursement from TTD. The contract will then be brought to TTD's Board of Directors with a staff recommendation for contract award.

In the event that TTD and the selected firm fail to finalize the specifications and components for the system, or fail to negotiate a contract, TTD will reject the selected firm's proposal. In the event of rejection, the firm shall have no right to reimbursement for costs incurred by the firm in connection with any work and negotiations. TTD will then select another firm that staff believes will provide the best value and work and negotiate with that firm.

If TTD decides to award and receives approval from TTD’s Board of Directors, the agreement will be sent to the firm for signature. No proposal shall be binding upon TTD until after the agreement is executed by duly authorized representatives of the firm and TTD.

G. Contract Duration

Duration of contract is three (3) years. TTD reserves the right, at its sole discretion, to extend the contract term for two (2), one (1) year annual extensions.

All documents regarding all Projects shall be transferred to TTD at the time of termination and shall become the sole property of the TTD.

TERMS, CONDITIONS, AND EXCEPTIONS

A. Required Review and Waiver of Objections by Responding Firms

Responding firms should carefully review this RFQ and all attachments, including but not limited to the *Standard Contract*, for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called “comments”). Comments concerning RFQ objections must be made in writing and received by TTD no later than the date specified above.

Protests based on any objection shall be considered waived and invalid if these faults have not been brought to the attention of the TTD, in writing, by the deadline for written comments.

The selected consultant under this contract acts as an extension of the TTD and cannot compete for environmental, permitting, or final design/construction of projects developed under Phase I and II of this program during the contract period. The CPM must be accessible to TTD (reside within 2 hours of Tahoe basin), must spend at least one day a week in the TTD offices, attend board meetings as needed, can work remotely, and can provide administrative support.

If a consultant that has not been selected wishes to dispute the award recommendation, the protest must be submitted in writing to the contact listed below no later than ten (10) calendar days after announcement of the selected consultant, detailing the grounds, factual basis and providing all supporting information. Protests will not be considered for disputes of proposal requirements and specifications. Failure to submit a timely written protest to the contact listed below will bar consideration of the protest.

B. Submittal Preparation, Interview and Negotiation Costs

TTD shall not be responsible for and/or shall not pay any costs associated with the preparation, submittal, or presentation of any SOQs, and costs incurred by the responding firms during the interview and negotiations phase of the solicitation process.

The TTD will not be liable for Federal, State, or local excise taxes.

The TTD reserves the right to negotiate final contract terms with any firm selected. The contract between the parties will consist of the final executed contract, the RFQ together with any modifications thereto, and the awarded firm’s proposal, together with any modifications and clarifications thereto that are incorporated at the request of the TTD during the evaluation and negotiation process. In the

event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, addenda to the RFQ, the RFQ, any modifications and clarifications to the awarded Proposer's proposal, and the awarded Proposer's proposal. Specific exceptions to this general rule may be noted in the final executed contract.

No announcement concerning the award of a contract as a result of this RFQ can be made without the prior written approval of the TTD.

C. Statement of Qualifications Withdrawal

To withdraw a SOQ, the Responding Firm must submit a written request, signed by an authorized representative, to the Contract Coordinator. After withdrawing a previously submitted SOQ, the Responding Firm may submit another SOQ at any time up to the deadline for submitting SOQs.

D. Statement of Qualifications Amendment

TTD shall not accept any amendments, revisions, or alterations to SOQs after the deadline for SOQ submittal unless such is formally requested, in writing, by TTD.

E. Statement of Qualifications Errors

Responding Firms are liable for all errors or omissions contained in their SOQs. Responding Firms shall not be allowed to alter SOQ documents after the deadline for submitting a SOQs.

F. Incorrect Statement of Qualifications Information

If TTD determines that a Responding Firm has provided, for consideration in the evaluation process or contract negotiations, incorrect information which the Responding Firm knew or should have known was materially incorrect, that submittal shall be determined non-responsive, and the SOQs shall be rejected.

Any irregularities or lack of clarity in the RFQ must be brought to Agreement Service's attention as soon as possible so that corrective addenda may be furnished to all Proposers.

Alterations, modifications or variations to a SOQ may not be considered unless authorized by the RFQ or by an addendum or an amendment to the RFQ.

SOQs which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.

Proposer understands and acknowledges that the representations above are material and important, and will be relied on by the TTD in its evaluation of a proposal. Any misrepresentation by a Proposer shall be treated as fraudulent concealment from the TTD of the true facts relating to the proposal.

G. Assignment and Subcontracting

The Prime Firm and proposed Subcontractor(s) may not subcontract, transfer, or assign any portion of the contract without prior, written approval from TTD. Each subcontractor / subconsultant must be approved in writing by TTD. The substitution of one subcontractor / subconsultant for another may be made only at the discretion of TTD and with prior, written approval from TTD.

Notwithstanding the use of approved subcontractor/subconsultant, the Selected Firm(s), if awarded a contract under this RFQ, shall be the prime contractor and shall be responsible for all work performed.

A SOQ submitted in response to this RFQ must identify any subconsultants, and outline the contractual relationship between the awarded Proposer and each such subconsultant.

The awarded Proposer will be the sole point of contract responsibility. The TTD will look solely to the awarded Proposer for the performance of all contractual obligations which may result from an award based on this RFQ, and the awarded Proposer shall not be relieved for the non-performance of any or all of its subconsultants.

H. Proposal of Additional Services

If a responding firm indicates the capability and offers services in addition to those required by and described in this RFQ, these additional services may be added to the contract before contract signing at the sole discretion of the TTD. The cost for any such additional services shall be mutually agreed upon by the selected firm(s) and TTD, and incorporated into the contract before contract signing.

I. Licensure

Before a contract pursuant to this RFQ is signed, the selected firm(s) must hold all necessary, applicable business and professional licenses. TTD may require any or all responding firms to submit evidence of proper licensure.

J. Disclosure of Submittal Contents

All SOQs and other materials submitted in response to this RFQ procurement process become the property of TTD and will not be returned. Selection or rejection of a submittal does not affect this right. All SOQ information, including any detailed price and cost information, shall be held in confidence during the evaluation and selection process. Upon the completion of the evaluation and selection process, indicated by approval of a contract for services emanating from this RFQ by the TTD Board, the SOQs and associated materials shall be open for review by the public to the extent allowed by the *California Public Records Act*. By submitting a SOQ, the responding firm acknowledges and accepts that the contents of the submittal and associated documents shall become open to public inspection.

K. Proprietary Information

The master copy of each SOQ shall be retained for official files and will become public record after the award of a contract unless the SOQ or specific parts of the SOQ can be shown to be exempt by law. Each responding firm may clearly label part of a submittal as "CONFIDENTIAL" if the responding firm thereby agrees to indemnify and defend the TTD for honoring such a designation. The failure to so label any information that is released by TTD shall constitute a complete waiver of all claims for damages caused by any release of the information. If a public records request for labeled information is received by TTD, TTD will notify the responding firm of the request and delay access to the material until seven (7) working days after notification to the responding firm. Within that time delay, it will be the duty of the responding firm to act in protection of its labeled information. Failure to so act shall constitute a complete waiver.