



## Request for Proposal for Technical Consulting Support Services for the Commuter Choice Program

RFP No. 19-04

Date of Solicitation: March 11, 2019  
Closing: April 12, 2019  
Location: Northern Virginia Transportation Commission  
2300 Wilson Boulevard, Suite 230, Arlington, VA 22201

Contact: Allan Fye  
Director of Programs and Policy  
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Telephone: 571.483.3228

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## 1. Introduction

### 1.1 Background

The Northern Virginia Transportation Commission (hereinafter 'NVTC') is seeking proposals to procure a contractor to provide technical support services to NVTC for the I-66 Inside the Beltway and I-395/95 Commuter Choice program (hereinafter 'Project').

NVTC works to ensure that Northern Virginia businesses and residents are served by a high-capacity, high-quality network of transit systems that allows the region to thrive. It funds and promotes transit in the counties of Arlington, Fairfax and Loudoun and the cities of Alexandria, Fairfax and Falls Church. NVTC supports five local bus systems (ART, CUE, DASH, Fairfax Connector, Loudoun County Transit), Metrorail and Metrobus for the Washington Metropolitan Transit Agency (WMATA) and the Virginia Railway Express (VRE).

Founded in 1964, in part to represent the interests of the Commonwealth of Virginia during the establishment of the Washington Metropolitan Transit Agency (WMATA), NVTC is charged with the funding and stewardship of WMATA and VRE, which it co-owns. NVTC is the lead agency in the administration of the Commuter Choice program, a multi-decade effort that leverages toll revenues from Northern Virginia express lanes to support transit and TDM activities along those corridors.

### 1.2 Commuter Choice Program

The Commuter Choice program funds multimodal enhancement projects in two Northern Virginia corridors: I-66 Inside the Beltway and I-95/395. Each corridor funding program is governed by separate agreements with distinct entities. Toll-revenue funded projects must benefit toll payers by easing travel and improving throughput and reliability along the congested corridors. Projects eligible for Commuter Choice funds include new or enhanced bus service, vanpool, formal and informal carpooling programs, capital improvements for WMATA bus and rail service, roadway improvements, transportation systems management and operations projects, and transportation demand management (TDM) projects.

In January 2017, NVTC and the Commonwealth of Virginia signed a 40-year Memorandum of Agreement (MOA) authorizing NVTC to use toll revenues from I-66 Inside the Beltway to fund multimodal transportation projects through the Commuter Choice Program. The program has completed two calls for projects with 23 funded projects for a total of \$22 million. A third call for projects, the FY2020 program, is currently underway with anticipated approval by the Commission and CTB in June 2019.

In December 2017, NVTC, OmniRide/PRTC (Potomac and Rappahannock Transportation Commission), DRPT (Department of Rail and Public Transportation), VDOT (Virginia Department of Transportation) and the Commonwealth signed a MOA providing \$15 million annually (with 2.5% annual escalation) to fund transit-related improvements in the I-395/95 corridor. A second MOA, approved by NVTC and PRTC in January 2019, establishes NVTC as administrator of the I-95/395 Commuter Choice program. The inaugural call for projects is scheduled to begin in April, with anticipated approval by the Commission and the CTB in October 2019.

### 1.3 Purpose and Definitions

The purpose of this Request for Proposal (RFP) is to procure multi-year Technical Support Services will include ongoing support for calls for projects, development of program materials, application scoring support, outreach and meeting support, and corridor-based research. The Contractor will work with NVTC's Commuter Choice Program Manager, Commuter Choice team, and others as appropriate throughout all stages of the contract.

This RFP states the instructions for submitting proposals, the procedure and criteria by which a contract may be awarded, and the contractual terms which will exclusively govern the contract between NVTC and the Contractor.

In this RFP, each firm submitting a valid proposal is referred to as an "Offeror", and the Offeror(s) awarded the contract(s) to supply the services is referred to as a "Contractor." The "Commuter Choice Program" refers to the I-66 Inside the Beltway and I-395/95 Commuter Choice Programs. "NVTC Program Manager" refers to the NVTC Commuter Choice Program Manager, who will be the primary point of contact for the Contractor.

### 1.4 Contact Information

Please direct all inquiries to:

Allan Fye, NVTC Director of Programs and Policy

Phone: 571-483-3228

Email: [allanfye@novatransit.org](mailto:allanfye@novatransit.org)

### 1.5 Procurement Calendar

RFP Issue Date	March 11, 2019
Written Inquiries Due Date	March 22, 2019
Responses to written inquiries available	March 29, 2019
Deadline for Receipt of Proposals	April 12, 2019
Interviews with Finalists	April / May 2019
Estimated Award Notification Date	June 2019
Work Begins	July 1, 2019

All questions must be submitted in writing via electronic mail to Allan Fye ([allanfye@novatransit.org](mailto:allanfye@novatransit.org)) no later than **March 22, 2019** at 12:00 PM EST. Questions submitted after such time will not be answered unless NVTC elects, in its sole discretion, to do so.

No oral communication will be accepted. Questions and responses will be distributed for all Offerors to reference and posted on the NVTC website with this RFP. Any modifications to the RFP resulting from a question will be in the form of an Addendum to the RFP and will be made available to all interested and posted on the NVTC website. NVTC will not be bound by any oral

communications or written interpretations or clarifications that are not set forth in an Addendum.

#### 1.6 Contract Duration, Renewal Options, and Value

The term of the Contract shall be for an initial period of four (4) years with the option to extend for two (2) additional two-year periods. The Contract will commence on the date set forth in the written Notice to Proceed.

Services will be performed on a time and materials basis. Contract value for the initial period of four (4) years shall not to exceed \$940,000.

## 1. Detailed Scope of Work

The Scope of Work provided under this contract may cover a range of services delivering technical support services to NVTC for the Commuter Choice Program as outlined in this section and as requested by the NVTC Program Manager on a time and materials basis. For each call for projects cycle, the NVTC Program Manager will work with the contractor project manager to develop a detailed Program Support Plan. The Program Support Plan must be approved by the NVTC Program Manager and NVTC leadership to ensure the plan is within overall contract scope and budget.

The Contractor shall assign a project manager who will be the point of contact for the NVTC Program Manager. The NVTC Program Manager will prepare a baseline project schedule with meetings, milestones, and deliverables to be shared during the project kickoff meeting and updated periodically. Activities include the following tasks for the I-66 Inside the Beltway and I-395/95 Commuter Choice Programs:

### 1.1 Ongoing Support and Development of Program Materials (20%)

As requested by NVTC Program Manager, the Contractor will assist NVTC Program Manager in developing and /or updating materials for annual programs to include the following:

- Communications / Outreach Plan (with NVTC Marketing team)
- Call for Projects materials
- Presentations
- Technical memoranda
- Applicant outreach documents and emails
- Frequently Asked Questions
- Applicant/Grantee Workbook
- Applicant briefings and workshops (including logistics)
- Working Groups (including logistics)
- Public meetings (including logistics)
- Project profile sheets
- Project summary boards (and mapping) for public outreach
- Content for Commuter Choice website
- Meeting notes / summaries for distribution
- Ongoing action item tracking list
- Printing and delivery of presentation boards to relevant meetings / events

The Contractor will develop the requested draft program materials for review and assume one round of review/edits by the NVTC Program Manager. The Contractor may also review Commuter Choice materials developed by NVTC staff, as requested.

### 1.2 Project Scoring and Selection Process Support (30%)

During each call for projects cycle, the Contractor shall provide support for the Commuter Choice project selection process as follows:

- Assist with applicant communication for clarification on applications
- Assist with project eligibility screening

- Assist with technical evaluation of projects
- Process and synthesize submitted applications into a consistent format
- Compile and track applicant self-scoring and NVTC scoring

During the first call for projects under this support contract, the Contractor will develop an evaluation and scoring tool or spreadsheet to facilitate the application scoring process, while retaining the ability to modify criteria and/or scoring weights. This task will require close coordination with NVTC technical staff to ensure program and policy consistency. The tool will reflect the process as currently presented and applied in the FY 2020 I-66 Inside the Beltway Commuter Choice program selection. In subsequent calls for projects, the tool may be updated based on feedback from stakeholders and the Commission(s). Any required updates will be included in the Program Support Plan.

Deliverables include evaluation scoring tool or spreadsheet, technical memorandum/user guide for the scoring tool (including any programming code used to develop the tool.)

### 1.3 Meeting Support (25%)

For each call for projects and as part of each Program Support Plan, the Contractor will participate in the following meetings, with assumptions noted below:

- Project team meetings with NVTC Program Manager and staff: Up to 12 in-person meetings, one to two Contractor staff
- Eligible Applicant one-on-one briefings: Up to 10 in-person meetings, up to three phone meetings, one Contractor staff
- Commuter Choice Jurisdictional Staff Working Group meetings: Up to four in-person meetings, up to three phone meetings, two Contractor staff
- Project evaluation workshops with NVTC staff: Up to three in-person meetings (Eligibility screening, technical scoring, program evaluation), two Contractor staff
- Program Advisory Committee meetings: Up to two in-person meetings, one Contractor staff
- NVTC Commission meetings: Up to two in-person meetings, one Contractor staff
- Public meetings: Up to two in-person public meetings, up to two Contractor staff per meeting. As requested, the Contractor will assist in the planning, set-up, and operation of the public meetings and provide team members to staff each public meeting as requested by the NVTC Program Manager.

The Contractor assumes NVTC will provide meeting venues, public meeting notifications, and modes for public comment.

### 1.4 Corridor Overview (10%)

Prior to each call for projects, the Contractor will collect and organize (and update in future years) the following information for the relevant, upcoming Commuter Choice corridor, including:

- Inventory of existing corridor plans, jurisdictional TDPs, etc.
- Listing of projects likely eligible for Commuter Choice funding, broken down by planned Fiscal Year and estimated cost.

The goal of this task is to provide the Commuter Choice team and NVTC leadership with 1) an understanding of the planning performed (to date) for each corridor and 2) the information necessary to help jurisdictions identify projects that are likely to score well during future Calls for Projects.

Deliverables include a Proposed Outline and Report Format, Draft Report, and Final Report. The contractor should assume one round of review/edits by the NVTC Program Manager.

#### **1.5 As-Needed Additional Services (10%)**

The Contractor shall be prepared to provide additional support to NVTC at the request of the NVTC Program Manager. The scope and cost of any additional services will be negotiated between NVTC and the Contractor prior to any work being done to ensure staffing and budget availability.

#### **1.6 Invoicing, Progress Reporting, and Status Meetings (5%)**

The Contractor shall prepare monthly invoices with a progress summary that describes work activities completed during the month based on tasks defined by the NVTC Program Manager. The Contractor will attend biweekly conference calls with the NVTC Program Manager in addition to any meetings identified by the NVTC Program Manager.

#### **1.7 Constraints and Assumptions**

Tasks and schedule will be dependent on the overall schedule of each of the Commuter Choice Programs and the anticipated date of approval by the Commonwealth Transportation Board. A work plan schedule would be developed by the NVTC Program Manager for the Contractor and presented at project kick-off and amended as necessary by the NVTC Program Manager.



## 2. Proposal Submission Instructions

### 2.1 Form of Submission

The Offeror must submit a Proposal with all the mandatory information requested in this RFP. The proposal must follow the order listed in Section 5 (following the names and numbers of each section) and include the required attachments. Clearly follow section number and word count instructions. Any deviation from this format may result in disqualification of the proposal. Provide a Table of Contents and Cover Letter signed by a legal member of the Lead Agency.

If a consortium or team submits a proposal, a clear “lead” must be identified that will be legally responsible for the contract. NVTC will enter into contract with only one Agency or Joint Venture organization. Only a complete team deemed to be able to complete all aspects of the project shall be considered for award.

### 2.2 Proposal Submission Instructions

#### 2.2.1 Location, Date and Time for Proposal Submission

Proposals shall be delivered ONLY to the address specified below:

Allan Fye, Director of Programs and Policy  
2300 Wilson Blvd, Suite 620  
Arlington, VA 22201

The proposals must be submitted and received at this address by April 12, 2019 by 2 p.m. EST. Faxes and/or emails of proposals will not be accepted. NVTC reserves the right to reject any and all proposals received after that time. NVTC also reserves the right to waive irregularities. Timely receipt and correct direction of the proposals shall be the sole responsibility of the Offeror.

Please ensure the following:

- Proposal is complete at the proposal solicitation closing date and time.
- Proposal is clearly marked with the RFP title and the Agency’s name, telephone number, and address are written on the outside of the envelope.
- Provide one (1) original signed document.
- Provide five (5) copies.
- Provide an electronic original on a USB flash drive.

A proposal may be mailed or delivered in person to NVTC no later than 2:00 p.m. and must arrive on time. Delivery of proposals can be made between 9:00 a.m. and 4:00 p.m. prior to the due date/time.

Consistent with state statutes, NVTC will provide all reasonable precautions to ensure that proprietary information remains within the review process. The Offeror shall attach to any proprietary information the following legend and identify the specific reason(s) for this designation as permitted in the Code of Virginia:

*Specific data as indicated are furnished pursuant to RFP # 19-04 and shall not be disclosed outside of NVTC, be duplicated, or used, in whole or in part, for any purpose other than to evaluate the proposal. The reasons for protecting these data are defined in the Code of Virginia. This restriction does not limit NVTC's right to use information contained in these data if it is or has been obtained by NVTC from another source.*

Except for the foregoing limitation, NVTC may duplicate, use and disclose in any manner and for any purpose whatsoever and have others do so, all data furnished in response to this RFP.

#### 2.2.2 Proposal Acceptance Period

The proposal shall be binding upon the Offeror for 120 calendar days following the proposal submission date. Any proposal on which the Offeror shortens the acceptance period may be rejected, unless extended by mutual agreement between NVTC and the Offeror.

#### 2.2.3 Acknowledgement of Amendments

Offerors are required to acknowledge receipt of all amendments to this RFP in the Proposal. Failure to acknowledge all amendments may cause the proposal to be considered not responsive to this RFP.

#### 2.2.4 Key Personnel

Certain skilled, experienced, professional and/or technical personnel are essential for successful accomplishment of the work to be performed under the contract. Key personnel are expected to work on the contract for its duration, so long as they continue to be employed by the Offeror, unless removed from work on the contract with the consent of, or at the request of, NVTC.

#### 2.2.5 Additional Information

NVTC reserves the right to ask any Offeror to clarify its offer.

#### 2.2.6 Inquiries During the Solicitation Process

All inquiries regarding the proposal solicitation shall be submitted in writing or by email by March 22, 2019 by 2 p.m. EST. Questions received after this time will not be answered. Answers to questions will be provided on an ongoing basis and will be issued as addenda. Direct inquiries to:

Allan Fye, Director of Policy and Planning  
Email: [allanfye@novatransit.org](mailto:allanfye@novatransit.org)

To ensure consistency and quality of information provided by Offerors, the Director of Policy and Planning will provide, simultaneously to all, any information in respect

to inquiries/questions received and the replies to such inquiries/questions without revealing the sources of inquiries.

Offerors are only permitted to communicate with the Director of Policy and Planning. Noncompliance with this condition during the solicitation period may (for that reason alone) result in disqualification of the Offeror's proposal.

Offerors shall promptly examine all documents and addenda comprising this RFP and shall report any errors, seek clarification of apparent errors, ambiguities, or other problems. It is the Offeror's responsibility to avail themselves of all the necessary information to prepare a compliant proposal in response to this RFP. The Evaluation Committee is under no obligation to seek clarification of a proposal from an Offeror.

NVTC will assume no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of the contract, unless included in this RFP, the contract, the specifications or related documents or amendments thereto.

#### 2.2.7 Revisions Prior to Date Set for Receipt of Proposals

NVTC may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to furnish the item(s) and the Offeror shall provide NVTC all such information and data for this purpose as may be requested. NVTC reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Offeror fails to satisfy NVTC that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or goods contemplated therein.

#### 2.2.8 Offeror Amendments, Withdrawal and Disqualification

After the closing date and time, amendments to the Offeror's proposal will not be accepted.

If an Offeror wishes to withdraw its Proposal, the Offeror shall immediately notify the Director of Policy and Planning in writing or by email, before the RFP closing date. Should a proposal be withdrawn, no further consideration will be given to it.

Should an Offeror's proposal be disqualified for the reasons identified in this RFP, the Offeror will be notified, and no further consideration will be given to it.

### 3. Instructions to Offerors

#### 3.1 Qualifications of Offerors

NVTC may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to furnish the item(s) and the Offeror shall provide NVTC all such information and data for this purpose as may be requested. NVTC reserves the right to reject any proposal if the evidence is submitted by, or investigation of, such Offeror fails to satisfy NVTC that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or goods contemplated therein.

#### 3.2 Costs Related to Solicitation Process

This RFP does not commit NVTC to an award, or to pay any costs associated with the preparation and/or submission of any proposal. NVTC will not reimburse any costs incurred by Offerors in responding to this RFP or in competing for contract award.

#### 3.3 Conflict of Interest

The successful Offeror and their officers and employees shall comply with the provisions of the Virginia Conflict of Interest Act (2.2-3100 et. seq., VA Code Ann.), the terms of which are incorporated herein by reference.

NVTC is intent on avoiding conflicts of interest associated with the award of the contract(s). To this end, Offerors must identify existing and prospective contractual relations they have (or could have) which could present sources of conflict as part of the proposal submission.

#### 3.4 Insurance Checklist

A checklist of required insurance coverage is included as Attachment A and identified as "NVTC Insurance Coverage Required". Items marked "X" are required to be provided. A certificate of insurance indicating these coverages should accompany the Offeror's response to the RFP. If insurance is incomplete, the Offeror should provide a letter from its insurance agent stating that the Offeror is eligible to obtain insurance to the prescribed limits, should a contractual offer be extended. Technical proposals must note any desired exceptions to the insurance coverage. Offerors may submit proposed alternatives.

### 3.5 Project Manager and Project Officer

For this project, the following individuals will serve as manager and officer:

Project Manager

Allan Fye  
Director of Programs and Policy  
NVTC

Project Officer

Katherine A. Mattice  
Executive Director  
NVTC

### 3.6 Notice of Award

The successful Offeror will be notified in writing by mail or otherwise that its proposal has been accepted and that it is to be awarded the contract. The notice of award should not be construed as a "Notice to Proceed."

### 3.7 Execution of Contract

The successful Offeror shall execute the contract and furnish the Insurance Certificates to NVTC within 10 calendar days after the Notice of Award has been issued. The contract will be in writing and shall be executed in the number of copies required by NVTC. One fully executed original shall be delivered to the Offeror. A Notice to Proceed will not be issued until the contract has been executed and all supporting materials are received by NVTC. Contract performance shall begin on the date set forth in the written Notice to Proceed.

### 3.8 Joint Ventures

The Offeror must clearly and explicitly state whether the bidding entity is or is not a joint venture in accordance with the definition below:

A joint venture is an association of two or more parties who combine their money, property, knowledge, skills, time or other resources in a joint business enterprise agreeing to share the profits and the losses and each having some degree of control over the enterprise. Joint ventures may be carried on in a variety of legal forms divided into three categories:

- a. The incorporated joint venture.
- b. The partnership joint venture.
- c. The contractual joint venture where the parties combine their resources in the furtherance of a single business enterprise without actual partnership of the corporate designation.

If the response to this RFP is made by a joint venture, the Offeror shall describe the precise nature of the joint venture, its legal status and its acceptance of the following general principles:

- a. That the signatories are acting and responsible jointly and severally;
- b. That the payment of monies under the contract to the identified lead member shall act as a release from all parties;
- c. That giving notice by NVTC to the identified lead member shall act as a notice to all parties;

- d. That NVTC may, at its discretion in the event of disputes among joint venture parties or changes in its composition, direct that the contract be terminated, without in any way altering the liability of the original signatories for performance of the terms in the contract; and
- e. Where NVTC has determined that the joint venture lacks sufficient assets to guarantee its contract performance, financial and performance guarantees may be required from each of the joint venture members.

It is a condition precedent to any contract being awarded to an Offeror that the Offeror provides a copy of the signed Joint Venture Agreement (or equivalent document which defines the participant's roles and responsibilities) if the Offeror is bidding as a joint venture (as defined above).

## 4. Proposal Submittal Documentation

### 4.1 Company Information

Request for Proposal to: Northern Virginia Transportation Commission. Please submit information as per this table.

Lead Legal Agency Name:
Legal Agency Name (if required):
Full Address:
Telephone:
Website:
Name and Title of Person Authorized to Sign on Behalf of the Agency (Type or Print):
Lead Signature:
Telephone:
Email:

#### 4.2 Addenda

Addenda will be issued by NVTC regarding any changes and answers to questions that may arise during the solicitation period. Completion of this section will ensure that you have received and factored this information into your tender total. Failure to identify addenda issued by NVTC may result in the disqualification of your proposal.

Number	Date Issued



## 5. Evaluation and Award

### 5.1 Evaluation Criteria and Process

Offerors are hereby advised that failure to provide all the information and documentation to the degree specified in the RFP and in the format indicated may result in their proposal being assessed as noncompliant, or in the case of rated requirements no points or lesser points will be assigned to the criteria.

Based on the best overall value to NVTC, proposals will be assessed using the criteria specified herein.

There will be no public opening of the proposals received in response to this RFP.

The criteria specified in this RFP, as possibly amended by Solicitation Amendments, are the sole criteria which will be used in the evaluation of proposals.

### 5.2 Criteria and Scoring

Proposals will be evaluated and scored in accordance with the following criteria. It is imperative that these criteria be addressed in sufficient depth in the Proposal.

Criteria	Points
Overall Experience and Qualifications	15
Technical Experience and Qualifications	35
Approach	35
Budget	15
<b>Total Points</b>	<b>100</b>

#### 5.2.1 Overall Experience and Qualifications (15 points)

Please describe (in 4 pages or less) your firm's experience performing work similar to or relevant to the work requested in this RFP. This section should include information and background about the Offeror's proposed project manager, including their experience working with public sector clients, as well as the project manager's resume. (The resume is not counted against the 4-page limit).

**Proposals will be scored based on the offeror's experience providing program support and the qualifications, skills, and experience of the proposed project manager.**

### 5.2.2 Technical Experience and Qualifications **(35 points)**

Please describe (in 6 pages or less) your relevant technical experience that demonstrates your ability to successfully support the technical aspects of the Commuter Choice program as required in this RFP. This section should include a summary of the proposed project team and their relevant experience, as well as project team resumes. (Resumes are not counted against the 6-page limit).

**Proposals will be scored based on the offeror's experience providing technical program support and the qualifications, skills, and experience of the proposed project team.**

### 5.2.3 Approach **(35 points)**

Please describe (in 6 pages or less) your proposed approach to supporting the Commuter Choice program, including ideas or opportunities to refine or improve the existing program.

**Proposals will be scored on the offeror's approach to providing comprehensive program support. The Commuter Choice program is relatively new and requires support that is flexible and innovative.**

### 5.2.4 Budget **(15 points)**

The Northern Virginia Transportation Commission has authorized up to \$940,000 for 4 years. Please provide a high-level proposed budget for each year broken down by task.

**Proposals will be scored on the adherence to the guidelines provided in this RFP and on the offeror's ability to proactively work with NVTC to maximize budget flexibility.**

## 5.3 Process

An Evaluation Committee will evaluate the Proposals. Decisions as to the degree to which a proposal meets the requirements of this RFP are within exclusive judgment of the Evaluation Committee.

The Evaluation Committee will:

- Review all proposals independently. All scores will be combined and averaged for a final score.
- Meet to review the scores and discuss each Offeror's proposal.
- Contact any or all references supplied by the Offeror.
- May request clarifications from the Offeror. Offerors will have two days to provide any necessary information requested. Failure to meet this deadline will result in a noncompliant proposal.

The Evaluation Committee may choose to conduct interviews with Offerors in consideration for award. Interviews will be scored out of an additional 50 points if required. Any Offeror asked to attend an interview will be required to attend an interview within five (5) business days. Offerors unable to attend an interview would be deemed noncompliant.

#### 5.4 NVTC's Rights

NVTC reserves the right to:

- Ask any Offeror to provide proof that they have the necessary management structure, skilled personnel, experience and equipment to perform competently the work identified in this RFP.
- Cancel and/or reissue this RFP at any time; NVTC will not assume liability for any response preparation costs whatsoever.
- Request clarification or supporting data for any point in an Offeror's proposal.
- Negotiate with the Offerors subject to the constraints of the mandatory requirements of this RFP.
- Make changes to this RFP, including substantial changes provided that those changes are issued by way of a Solicitation Amendment in writing, and is issued prior to the RFP closing date. NVTC may do so without incurring any liability whatsoever to any of the Offerors.
- Maintain sole ownership of the proposals. All materials submitted by an Offeror in response to any part of this RFP shall become the sole property of NVTC without payment or liability for payment.

## 5.5 Notification, Award and Debriefing

Once the successful Offeror and NVTC have executed a Contract, NVTC will communicate the name of the successful Offeror to all Offerors who have submitted a proposal.

NVTC will provide a debriefing of an Offeror's proposal, if requested in writing, within ten (10) days of notification that they have been unsuccessful. Requests **must** be submitted to the Director of Programs and Policy.

## 5.6 Award of the Contract

### 5.6.1 General

NVTC may cancel this RFP or reject Proposals at any time prior to an award and is not required to furnish a statement of the reason why a particular Proposal was not deemed to be the most advantageous (Code of Virginia, § 2.2-4359D)

### 5.6.2 Award Selection

An Evaluation Committee (EC) will review the Proposals using written score sheets. Offerors will be in ranked order according to the scores of the EC. NVTC shall engage in individual discussions with two or more offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Final selection shall be made of one (1) Offeror deemed to be the best for the project on the basis of the evaluation factors.

### 5.6.3 Negotiations

Negotiations shall commence with the first ranked Offeror to achieve a binding price and agreement on Contract terms. Price shall be considered but need not be the sole or primary determining factor.

Following the negotiations meeting, NVTC will request the selected Offeror to submit a binding Cost Proposal. If negotiations with the top-ranked Offeror are not successful, discussions will commence with the next highest ranked Offeror, and negotiations will continue in this manner until an agreement is reached.

### 5.6.4 Award Documents

The award document will be a Contract incorporating by reference the Request for Proposals, Terms and Conditions, Contract Provisions, Scope of Work/Services and/or Technical Specifications, and the Offeror's Proposal as negotiated.

#### 5.6.5 Notice of Intent to Award

In addition to any verbal notice that NVTC may make to Offerors, Proposal results will be posted on NVTC's website at [www.novatransit.org](http://www.novatransit.org). NVTC will post the "Notice of Intent to Award" shall not be construed as a "Notice-To-Proceed (NTP)."

#### 5.6.6 Notice of Award

A "Notice of Award" will be posted on NVTC's website at [www.novatransit.org](http://www.novatransit.org). The successful Offeror will be notified in writing by NVTC.

#### 5.7 Delays in Award

Delays in award of a contract, beyond the anticipated starting date, may result in a change in the contract period indicated in the solicitation. If this situation occurs, NVTC reserves the right to award a contract covering the period equal to or less than the initial term indicated in the solicitation.

#### 5.8 Rejection of Proposals

NVTC expressly reserves the right to reject any or all proposals or any part of a proposal, and resolicit the services in questions, if such action is deemed to be in the best interest of NVTC.

#### 5.9 Single Proposal

If a single conforming proposal is received, a price and/or cost analysis of the Proposal shall be made by NVTC.

- It should be recognized that a price analysis through comparison to other similar contracts shall be based on an established or competitive price of the elements used in the comparison.
- The comparison shall be made to the cost of similar projects and involve similar specifications.

#### 5.10 Protest of Award

An Offeror wishing to protest a decision to award a contract must submit the protest, in writing, to NVTC no later than ten (10) days after the public decision by the commission to award the contract. The protest must include the basis for the protest and the relief sought. Within ten (10) days after receipt of the protest, the Executive Director of NVTC will issue a written decision stating the decision on the protest and the reasons for the action taken. This decision is final. Further action, if desired by an Offeror, must be taken by instituting action as provided by the Code of Virginia.

#### 5.11 Contract Award and Bond Requirements

The Offeror whose proposal is accepted shall, within the time established in RFP #19-03 enter into a written contract with NVTC. There will be no bond requirements for this project. In lieu of the usual performance and payment bonds, NVTC will retain 5% of the payments until completion of the project.

## 6. Description of Contract

### 6.1 Period of Contract

The initial contract will consist of a four (4) year contract commencing July 1, 2019 and terminating on June 30, 2023, with the option to extend for two (2) additional two-year periods for a total of up to 8 years.

If for any reason the successful Offeror cannot fill the requirements of the contract, NVTC reserves the right to ask the next qualified Offeror to take over the contract or reissue an RFP.

### 6.2 Extension of Contract

The Offeror hereby grants NVTC an option to extend the period of contract, for the same services detailed herein, in accordance with the terms and conditions contained herein.

If NVTC intends to extend the contract, it will provide the Offeror written notice of its intention at least ninety (90) days prior to start of the optional contract period. The Offeror must acknowledge, in writing, receipt of the notice and its acceptance or rejection of the contract extension no later than fifteen (15) working days after receipt of the notice.

### 6.3 Confidentiality

The Offeror must agree to maintain security standards consistent with security policies of NVTC. These may include strict control of data maintaining confidentiality of information gained while carrying out their duties.

Information pertaining to NVTC obtained by the Offeror as result of participation in the Project is confidential and must not be disclosed without written consent from NVTC.

## Section A - Deliverables and Payments

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### 1. **PAYMENT TERMS**

Monthly progress payments will be made to the Agency receiving the contract award (hereinafter known as “Contractor”) by NVTC for work performed satisfactorily according to project milestones. The contractor should submit monthly progress reports simultaneously with its invoices. Payment for amounts withheld shall be made within 45 days of receipt and acceptance of all products at the conclusion of the project by NVTC.

### 2. **INVOICES**

Invoices for services delivered and accepted shall be submitted by the contractor directly to the payment address shown below:

Northern Virginia Transportation Commission  
 Attn: Commuter Choice Program Manager  
 2300 Wilson Boulevard, Suite 230  
 Arlington, Virginia 22201  
 Email to Commuter Choice Program Manager

With a copy to:  
 Northern Virginia Transportation Commission  
 Attn: Accounts Payable  
 2300 Wilson Boulevard, Suite 230  
 Arlington, Virginia 22201  
[ColethiaQuarles@novatransit.org](mailto:ColethiaQuarles@novatransit.org)

Invoices at a minimum shall contain the following information:

- Name, Address, Email, and Telephone Number of Contractor
- NVTC Contract Number
- Invoice Number
- Date of Invoice
- Period and Description of Services Rendered
- Hours by Employee Keyed to Specific Tasks in the Scope of Work, with Associated Costs and Fees, Plus Documented Expenses.
- Total Invoice Amount
- Total Cumulative Amounts of Invoices
- Balance Remaining for Contract
- Balance Remaining for Each Task
- Contractor’s Signature



**3. PROGRESS PAYMENTS**

Payment will only be made for work that has been delivered and for which NVTC has taken title or otherwise accepted, if applicable. NVTC will withhold 10% of each progress payment until contractor completes and submits final work product for each of the phases.

**4. LIQUIDATED DAMAGES**

No specific amount of liquidated damages will apply although NVTC reserves the right to seek appropriate compensation for delays beyond the contractual schedule or failure to perform that are attributable to contractor performance.

**5. AVAILABILITY OF FUNDS**

It is understood and agreed between the parties herein that NVTC shall be bound thereunder only to the extent of the funds appropriated for the purpose of this contract.

**6. PAYMENT TO SUBCONTRACTOR**

A contractor is hereby obligated:

- a. To pay the subcontractor within seven days of the contractor's receipt of payment from NVTC for the proportionate share of the payment received for work performed by the subcontractor under the contract; or
- b. To notify NVTC and the subcontractor, in writing, of the contractor's intention to withhold payment and the reason.

The contractor is obligated to pay the subcontractor interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven days following receipt of payment from NVTC, except for amounts withheld as stated in Section (b) above. The date of mailing of any payment by U.S. mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of NVTC.

Contractor agrees to return any retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may occur only for good cause following written approval of NVTC.

**7. AUTHORIZED FUNDING**

If at any time contractor has reason to believe that the costs to NVTC that will accrue in the performance of the contract/task order(s) in the next succeeding 30 days, when added to all other payments previously accrued, will exceed 75% of the then current total authorized funding, contractor shall notify NVTC to that effect in writing, advising of the estimate of additional funds required for completion of the contract/task order. NVTC shall not be obligated to reimburse contractor for any work performed, if in the performance thereof the total funding then allotted to the contract/task order will be exceeded.

NVTC shall not be obligated to pay the contractor any amount in excess of the ceiling price reflected in the contract and/or task order until the NVTC Executive Director shall have notified the contractor in writing that the price has been increased and shall have specified in the notice a revised price that shall constitute the price for performance under this contract/task order.

## Section B - Contractor Terms and Conditions

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### **CONTRACT REQUIREMENTS**

Commonwealth of Virginia funds generated by tolling of I-66 Inside the Beltway will be used for this contract. NVTC also follows Virginia procurement laws. Accordingly, all applicable federal and state requirements will apply. Contractors are expected to become familiar with these requirements. NVTC will provide a contract containing these provisions for execution by the contractor. Contractors should not expect to use their own standard contracts for this engagement. Commonwealth of Virginia requirements are subject to change; the contractor is responsible for complying with the most current regulations.

The final contract will contain the provisions set forth below unless otherwise agreed upon.

#### **1. APPLICABLE LAW AND COURTS**

Any contract resulting from this solicitation shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with applicable federal, state, and local laws, rules and regulations.

#### **2. PRECEDENCE OF TERMS**

In the event of an inconsistency between the Request for Proposal, the Contract Terms and Conditions, other included documents, or state procurement law, the inconsistency shall be resolved by the following order of precedence:

- a) Virginia's Public Procurement Act, as amended
- b) Contract Terms and Conditions
- c) Contractor's Accepted Proposal
- d) Request for Proposal (RFP)

The preceding provisions include, in part, certain Standard Terms and Conditions required by the Commonwealth of Virginia, whether or not expressly set forth in these contract provisions. All contractual provisions required by the Commonwealth, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all Commonwealth of Virginia mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any NVTC requests which would cause NVTC to be in violation of the terms and conditions.

### **3. OBLIGATION OF CONTRACTOR**

By accepting the award, the contractor agrees that it has satisfied itself from a personal investigation of the conditions to be met, that the obligations herein are fully understood, and no claim may be made, nor will there be any right to cancellation or relief from the contract because of any misunderstanding or lack of information.

### **4. ASSIGNMENT OF CONTRACT AND SUBCONTRACTING**

Contract/task order(s) shall not be assignable by the contractor in whole or in part without the written consent of NVTC. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish to NVTC the names, qualifications and experience of the proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by his subcontractor(s) and shall assure compliance with all requirements of the contract.

### **5. CONTRACTOR RESPONSIBILITIES**

Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that it may utilize, using its best skill and attention. Subcontractors who perform work under this contract shall be responsible to the contractor. Contractor agrees that it is as fully responsible for the acts and omissions of its subcontractors and of persons employed by the contractor as it is for the acts and omissions of its own employees.

### **6. CONTRACTUAL DISPUTES AND CLAIMS**

In accordance with Section 2.2-4363, VA Code Ann., this provision shall be followed for consideration and handling of all disputes and claims by the contractor under this contract. Section 2.2-4365, VA Code Ann. is not applicable to this contract. Under no circumstances is this section an administrative appeals procedure governed by Section 2.2-4365, VA Code Ann. because Section 2.2-4365, VA Code Ann. is not applicable to this procurement.

Notice of the intent to submit a claim setting forth the basis for any claim shall be submitted in writing within ten days after the occurrence of the event giving rise to the claim or within ten days of discovering the condition giving rise to the claim, whichever is later. In no event shall any claim arising out of this contract be filed after submission of the request for final payment by the contractor.

Claims by the contractor with respect to this contract shall be submitted in writing in the first instance for consideration by the Project Manager. The decision of the Project Manager shall be rendered in writing within 30 days from the receipt of the claim from the contractor. If the contractor is not satisfied with the decision or resolution of the Contract Manager, the contractor may file a formal dispute with regard to the claim with the Executive Director of NVTC within 30 days of the decision of the Contract Manager. The Executive Director of NVTC shall reduce his/her decision to writing and shall mail or otherwise furnish a copy of his/her decision to the contractor within 30 days of the receipt of the claim from the contractor. The decision of the Executive Director

of NVTC shall be final and binding.

Should any decision-maker designated under this procedure fail to make a decision on a claim within the time period specified, then the claim is deemed to have been denied by the decision-maker. Pending a final determination of a claim, the contractor shall proceed diligently with the performance of the work under this contract.

In accordance with the provisions of Section 2.2-4363, VA Code Ann., full compliance with these disputes and claim resolution procedure set forth in this Section shall be a precondition of the filing of any lawsuit by the contractor against the Commission arising out of the contract.

## **7. DEFAULT**

In case of failure to deliver goods or services in accordance with the contract terms and conditions, NVTC, after written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that NVTC may have.

## **8. TERMINATION FOR CONVENIENCE OR DEFAULT**

NVTC may terminate this contract, or any portion of it, by serving a written notice of termination on the contractor. The notice shall state whether the termination is for convenience of NVTC or for the default of the contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. In both instances the contractor shall account for any property in its possession paid for from funds received from NVTC, or property supplied to the contractor by NVTC. If the termination is for default, NVTC may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. If for convenience, the contractor shall promptly submit its termination claim to NVTC and the parties shall negotiate the termination settlement to be paid the contractor.

If the termination is for the convenience of NVTC, the contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, NVTC determines that the contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, NVTC, after setting up a new work schedule, may allow the contractor to continue work, or treat the termination as a termination for convenience.

The contractor shall include provisions for termination for convenience of NVTC in any subcontract and shall specifically include requirements that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the contractor from any recovery from NVTC whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

**9. ANTITRUST**

By entering into a contract, contractor conveys, sells, assigns, and transfers to NVTC all rights, title and interest it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by NVTC under said contract.

**10. ACCESS TO RECORDS**

The contractor agrees to provide NVTC, Virginia Department of Transportation, Department of Rail and Public Transportation, and federal agencies, or any other authorized representatives access to any books, documents, papers and records of the contractor that are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than four years from the end of NVTC's fiscal year (June 30th) in which the final payment is made under this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case the contractor agrees to maintain same until NVTC, DRPT, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. The contractor agrees to permit NVTC to reproduce project documents by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

**11. TESTING/INSPECTION**

NVTC reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to specifications.

**12. RELEASES, LICENSES, PERMITS AND AUTHORIZATIONS**

It is the contractor's responsibility to obtain all releases, licenses, permits and other usage authorizations for all matters within its ordinary sphere of activity, including photographs, copyrighted materials, artwork or any other property or rights belonging to third parties obtained by the contractor for use in performing services for NVTC, and shall save NVTC harmless from all claims, demands, expenses (including reasonable attorney's fees), liabilities, suits, and proceedings (including any brought in or before any court, administrative body, arbitration panel or other tribunal) against or involving NVTC on account of or arising out of such use.

**13. WARRANTY**

All materials and equipment furnished by the contractor shall be fully guaranteed against defects in material and workmanship in accordance with the most favorable commercial warranties the contractor gives any customer for such supplies or services.

**14. RIGHTS IN DATA**

The term “subject data,” as used herein means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this contract. The term includes graphic or pictorial delineations in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to, computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term “subject data” does not include financial reports, cost analyses, and similar information incidental to contract administration.

All “subject data” first produced in the performance of this contract shall be the sole property of NVTC. The contractor agrees not to assert any rights at common law or equity and not to establish any claim to statutory copyright in such data. Except for its own internal use, the contractor may not publish or reproduce subject data, in whole or in part, or in any manner or form, nor authorize others to do so without the written consent of NVTC, until such time NVTC may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

**15. IMMIGRATION REFORM AND CONTROL ACT OF 1986**

Contractor certifies that it does not and will not, during the performance of this contract, employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

**16. INDEMNIFICATION**

Contractor shall not seek to hold liable NVTC, or any of its officers, agents and employees for any claims of any nature whatsoever arising out of this contract or arising out of the activities funded in whole or in part by the contract. The Contractor shall defend, indemnify, save, and hold harmless NVTC, and its officers, agents, and employees against all claims and liability, including cost and expenses, due to the acts or omissions of contractor or the acts or omissions of contractor’s subcontractors, agents or employees. Contractor agrees to maintain insurance to protect NVTC and its officers, agents, and employees from liability arising out of this contract in a form and amount satisfactory to NVTC.

**17. ETHICS IN PUBLIC CONTRACTING**

Contractor certifies that its proposal is made without collusion or fraud and that he/she has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that he/she has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

Contractor also must ensure that there is no real or perceived conflict of interest during the term of the contract.

#### **18. DEBARMENT STATUS**

By submitting this proposal, the contractor certifies that it is not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor is it an agent of any person or entity that is currently so debarred. Contractor further certifies that it will refrain from awarding any subcontract to a debarred or suspended subcontractor.

#### **19. CIVIL RIGHTS**

Contractor certifies to NVTC that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans with Disabilities Act, and §2.2-4311 of the Virginia Public Procurement Act (VPPA). The following requirements apply to the underlying contract:

- (1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and federal transit law at 49 U.S.C. § 5332, contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, contractor agrees to comply with applicable federal implementing regulations and other implementing requirements.
- (2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
  - (a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq. (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, contractor agrees to



comply with any implementing requirements.

- (b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and federal transit law at 49 U.S.C. § 5332, contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, contractor agrees to comply with any implementing requirements.
- (c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, contractor agrees to comply with any implementing requirements.

Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Contractor, in all solicitations or advertisements for employees placed by or on behalf of contractor, will state that contractor is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

- (3) Contractor will include these Civil Rights provisions above in every subcontract or purchase order over \$10,000 and all subcontracts financed in whole or in part with federal assistance, modified only if necessary to identify the affected parties.

## **20. SMALL, WOMEN, MINORITY AND SERVICE DISABLED VETERANS OWNED BUSINESS**

Where it is practicable for any portion of the awarded contract to be subcontracted, the contractor is encouraged to offer such business to small, women, minority and/or service disabled veterans owned businesses.

Contractor or his/her subcontractor shall not discriminate on the basis of race, color, sex, gender, national origin or ethnicity in the performance of this contract. Contractor or his/her subcontractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration contracts. Failure by the contractor his/her subcontractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as NVTC deems appropriate.

## **21. ENVIRONMENTAL REGULATIONS**

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

## **22. INSURANCE REQUIREMENTS**

A checklist of required insurance coverage is attached and identified as "NVTC Insurance Coverage Required." Items marked "X" are required to be provided. A certificate of insurance indicating these coverages must accompany the bid submission. A copy of the declarations page is acceptable for errors and omissions insurance. If insurance is incomplete, the prospective contractor should provide a letter from its insurance agent stating that the prospective contractor is eligible to obtain insurance to the prescribed limits, should a contractual offer be extended. No contract shall be finalized, and no work shall commence until NVTC's insurance requirements are met.

Contractor agrees to include the provisions of the foregoing clause in every subcontract or purchase order so that the provisions will be binding upon each subcontractor or vendor.

- 1) Contractor shall be responsible for its work and every part thereof, and for all materials, equipment, and property of any and all description used in connection therewith. Contractor assumes all risks of direct and indirect damage or injury to any person or property wherever located, resulting from any action, omission, commission, or operation under the contract, or in connection in any way whatsoever with the contracted work.
- 2) Contractor shall, during the continuance of all work under the contract provide and agree to maintain the following unless omitted from the attached "Insurance Checklist":
  - a. Workers' Compensation and Employers' Liability insurance under the Commonwealth of Virginia statutory requirements, to protect the firm from any liability or damages for any injuries (including death and disability) to any and all of its employees, volunteers, or subcontractors, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia, or which may be hereinafter enacted.
  - b. General Liability insurance in the amount prescribed by NVTC, to protect the contractor, its subcontractors, and the interest of NVTC, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form General Liability endorsement, in addition to coverages for explosion, collapse, and underground hazards, where required.

Completed Operations Liability coverage shall continue in force for one year after completion of work.

  - c. Automobile Liability insurance, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the contractor. In addition, all mobile equipment used by the contractor in connection with the contracted work, will be insured under either a standard Automobile Liability policy, or a Commercial General Liability policy.
- 3) Liability insurance may be arranged by General Liability and automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

- 4) The contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VI.
- 5) NVTC, its officers, agents and employees shall be named as additional insured in the General Liability policies and stated so on the Certificate.
- 6) The contractor will provide an original, signed Certificate of Insurance, evidencing such insurance and such endorsements as prescribed herein, and shall have it filed with the NVTC Executive Director before a contract is executed and any work is started.
- 7) The contractor will secure and maintain all insurance policies of its subcontractors, which shall be made available to NVTC on demand.
- 8) The contractor will provide on demand, certified copies of all insurance coverage on behalf of the contract within 10 days of demand by NVTC. These certified copies will be sent to NVTC from the contractor's insurance agent or representative.
- 9) No change, cancellation, or non-renewal shall be made in any insurance coverage without 30 days written notice to the NVTC Executive Director. The contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished to the NVTC Executive Director.
- 10) Insurance coverage required in these specifications shall be in force throughout the contract term. Should the contractor fail to provide acceptable evidence of current insurance within five days of written notice at any time during the contract term, NVTC shall have the absolute right to terminate the contract without any further obligation to the contractor, and the contractor shall be liable to NVTC for the entire additional cost of procuring the incomplete portion of the contract at time of termination.
- 11) Compliance by the contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the contractor and all subcontractors of their liabilities and obligations under this hearing or under any other section or provisions of the contract.
- 12) Contractual and other liability insurance provided under the contract shall not contain a supervision, inspection, or services exclusion that would preclude NVTC from supervising and/or inspecting the project as to the end result. The contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors and any person employed by the subcontractor.
- 13) Nothing contained herein shall be construed as creating any contractual relationship between the subcontractor and NVTC. The contractor shall be as fully responsible to NVTC for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.
- 14) Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- 15) Contractor and all subcontractors and sub-subcontractors are to comply with the

Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to the contract.

- 16) If the contractor does not wish to meet the specifications of these insurance requirements, alternate insurance coverage proposed by the contractor, may be considered by the NVTC Project Officer.

### **23. CHANGES**

By written notice to the contractor, NVTC may from time to time make changes within the general scope of the contract, in the services to be provided by the contractor, the method or place of delivery, or the place of performance. Changes may also be made by mutual agreement between the parties in writing. The contractor shall promptly comply with the notice and shall perform all services in conformity to the notice.

If any such change causes an increase or decrease in the contractor's cost of performance or the time required for performance, an equitable adjustment in the contract price and/or the time allowed for performance of the contract shall be negotiated and the contract modified accordingly by written supplemental agreement. Any claim by the contractor for adjustment under this clause must be asserted by written notice to NVTC within 30 days from the date of receipt by the contractor of the change notice. If the parties fail to agree to an adjustment, the question of an increase or decrease in the contract price or time allowed for performance shall be resolved in accordance with the procedures for resolving disputes provided by the dispute clause of the contract, or if there is none, in accordance with the disputes provision of the Commonwealth of Virginia's Vendor's Manual. Neither the existence of a claim, a dispute, submission of the dispute or the dispute resolution process, litigation or any portion of this provision or changes shall excuse the contractor from promptly proceeding with performance of the contract as changed by the notice.

# Section C - Required Attachments to Proposal

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- Attachment A: NVTC Insurance Coverage Required
- Attachment B: RFP Submission Form
- Attachment C: Certification of Primary Participants Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion
- Attachment D: Small, Women, Minority and Service Disabled Veterans Owned Business Participation Statement
- Attachment E: Schedule of Small, Women, Minority and Service Disabled Veterans Owned Business Participation

ATTACHMENT A – NVTC Insurance Coverage Required

**NORTHERN VIRGINIA TRANSPORTATION COMMISSION  
INSURANCE COVERAGE REQUIRED**

Items marked “X” are required to be provided if award is made to your firm. See specification section entitled “Insurance Requirements.” Contractor’s Insurance Agent shall mark a “check” (“Yes” or “No”) as to availability of insurance. Note: If you have answered “No” to any of the requirements, provide written explanation on a separate sheet.

		COVERAGE REQUIRED		LIMITS (FIGURES DENOTE MINIMUM)
Yes	No	Required		
___	___	<u>X</u>	1. Workers’ Compensation and Employers’ Liability; Admitted in Virginia Employer’s Liability	Statutory Limits of the Commonwealth of Virginia:
___	___		All States Endorsement	Yes
___	___		USL&H Endorsement	\$100,000
___	___		Voluntary Compensation	Statutory
___	___			Statutory
___	___	<u>X</u>	2. General Liability	Statutory
___	___		Products	\$1,000,000 Combined
___	___		Complete Operations	Single Limit Bodily
___	___		Contractual Liability	Injury and Property
___	___		Personal Injury	Damage Each Occurrence
___	___		Independent Contractors	
___	___		XCU Prop. Damage Excl.	
___	___		Deleted	
___	___	<u>X</u>	3. Automobile Liability Owned, Hired & Non-Owned Motor Carrier Act End.	\$500,000 Combined
___	___			Single Limit Bodily
___	___			Injury and Property
___	___			Damage Each Occurrence
___	___	<u>X</u>	4. Professional Errors and Omissions	\$2,000,000 Limit Each Occurrence
___	___		5. Garage Liability	
___	___		6. Garage keepers’ Legal Liability	
___	___		7. Fire Legal Liability	
___	___		8. Other Insurance: [adapt for project]	
___	___	<u>X</u>	9. The following shall be named additional insured, and their officers, employees and agents: NVTC, Commonwealth of Virginia, Virginia Commonwealth Transportation Board, Virginia Department of Transportation, Virginia Department of Rail and Public Transportation	
___	___	<u>X</u>	10. 30-day cancellation notice required	
___	___	<u>X</u>	11. Best’s Guide Rating - A:VI or Better, or Equivalent	
___	___	<u>X</u>	12. The Certificate must state Bid/RFP # and Bid/RFP Title	
___	___	<u>X</u>	13. Umbrella Liability	

# OFFEROR AND INSURANCE AGENT STATEMENT

We understand the Insurance Requirements of these specifications and will comply in full if awarded this Contract.

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OFFEROR

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INSURANCE AGENCY

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SIGNATURE

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SIGNATURE

ATTACHMENT B – RFP Submission Form

**RFP SUBMISSION FORM**

A. SUBMITTING BUSINESS ENTITY IDENTIFICATION & OWNERSHIP DISCLOSURE

Company: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone No: \_\_\_\_\_

Indicate which of the following apply:

Corporation	Yes	_____	No	_____
Partnership	Yes	_____	No	_____
Sole Proprietor	Yes	_____	No	_____
Small Business	Yes	_____	No	_____
Disadvantaged Business Enterprise (DBE)	Yes	_____	No	_____
Certified by	Yes	_____	No	_____
Organized under the laws of the State of	Yes	_____	No	_____
Principal place of business located at	Yes	_____	No	_____
Authorized to do business in VA	Yes	_____	No	_____

B. VIRGINIA CONFLICTS OF INTEREST & PUBLIC PROCUREMENT

This solicitation is subject to the provisions of Section 2.2-3100 et. seq., of the Code of Virginia (1950), as amended, (The Code), the Virginia State and Local Government Conflict of Interests Act, and Sections 2.2-4300 et. seq. of the Code, the Virginia Public Procurement Act.

The Offeror ( ) is ( ) is not aware of any information bearing on existence of any potential conflicts of interest or violation of ethics in public contracting. If yes, explain.



C. OTHER INFORMATION

a. General character of work performed by your firm:

b. Has your firm ever failed to complete any work awarded to you? If yes, explain.

c. Has your firm ever defaulted on a contract? If yes, explain.

- d. Indicate the names of subcontractors, if any, proposed for this project, anticipated role, anticipated level of effort, address, phone number, and contact person. Indicate if the subcontractor is a certified Disadvantaged Business Enterprise (DBE) and by whom they are certified.

--

D. CERTIFICATION

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same services, materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of the State and Federal law and can result in fines, prison, sentences, and civil damage awards.

I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete. I agree to abide by all conditions of this Request For Proposal and certify that I am authorized to sign for the Proposer.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Name (Printed) \_\_\_\_\_

Title \_\_\_\_\_

ATTACHMENT C – Certification of Primary Participants Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion

**CERTIFICATION OF PRIMARY PARTICIPANTS REGARDING DEBARMENT, SUSPENSION,  
AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**

\_\_\_\_\_  
(The Contractor)

or

\_\_\_\_\_  
(Subcontractor)

certifies, by submission of this bid/proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by a federal or Virginia department or agency.

(If the Prime Contractor or Subcontractor is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this bid/offer).

(Prime Contractor) \_\_\_\_\_

or

(Subcontractor) \_\_\_\_\_

certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Sections 3801 ET. SEQ. are applicable thereto.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Title of Authorized Official

\_\_\_\_\_  
Date

ATTACHMENT D – Small, Women, Minority and Service Disabled Veterans Owned Business Participation Statement

**SMALL, WOMEN, MINORITY AND SERVICE DISABLED VETERANS OWNED BUSINESS PARTICIPATION STATEMENT**

While there is no goal established for the utilization of Small, Women, Minority and Service Disabled Veterans Owned Businesses, the commission also commits itself to involve these entities in contracting opportunities. To ensure that these entities have the maximum practicable opportunity to compete for contract and subcontract work, we ask that you describe below, how your organization will assist the commission with its commitment.

ATTACHMENT E – Schedule of Small, Women, Minority and Service Disabled Veterans Owned Business Participation

**SCHEDULE OF SMALL, WOMEN, MINORITY AND SERVICE DISABLED VETERANS OWNED BUSINESS PARTICIPATION**

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Name of Offeror

---

Project Name

---

Name of Contractor

---

Address

---

Phone Number

---

Type of Product/Services Provided/SOW Tasks and Contract Items to be Provided

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Projected Dates for Work Commencement/Completion

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Contract Amount

The undersigned will enter into a formal agreement with the above Contractors for work listed in the schedule conditioned upon execution of a contract.

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Offeror Date