Request for Proposal for Web Design and Development Services for the Commuter Choice program

RFP No. 20-02

Date of Solicitation: January 17, 2020
Closing: February 28, 2020, 2 p.m. EST
Location: Northern Virginia Transportation Commission
2300 Wilson Boulevard, Suite 230, Arlington, VA 22201

Contact: Jae Watkins
Marketing and Outreach Manager
Email: jaewatkins@novatransit.org
Telephone: (571) 483-3234
# Table of Contents

## 1.0 Introduction

1.1 Background .......................................................................................................................... 5

1.2 Project Objectives ............................................................................................................... 6

1.2.1 Brief Project Overview ................................................................................................. 6

1.2.2 Project Description/Intent ........................................................................................... 6

1.2.3 Project Objectives and Goals ....................................................................................... 7

## 2.0 Scope of Work

2.1 Discovery and Planning Phase.............................................................................................. 9

2.2 Design and UI Phase ............................................................................................................. 9

2.3 Development Phase ........................................................................................................... 10

2.4 Quality Control and Testing Phase ..................................................................................... 10

2.5 Launch ................................................................................................................................ 11

2.6 Maintenance ....................................................................................................................... 11

2.7 Timeline ................................................................................................................................ 11

## 3.0 Proposal Submission Instructions

3.1 RFP and Award Schedule .................................................................................................. 12

3.2 Form of Submission ............................................................................................................ 12

3.3 Proposal Submission Instructions ....................................................................................... 12

3.3.1 Location, Date and Time for Proposal Submission ..................................................... 12

3.3.2 Proposal Acceptance Period ....................................................................................... 13

3.3.3 Acknowledgement of Amendments .......................................................................... 13

3.3.4 Key Personnel ............................................................................................................. 13

3.3.5 Additional Information ............................................................................................... 13

3.3.6 Inquiries during the Solicitation Process .................................................................... 14

3.3.7 Revisions Prior to Date Set for Receipt of Proposals .................................................. 14

3.3.8 Vendor Amendments, Withdrawal and Disqualification .......................................... 14

## 4.0 Instructions to Vendors

4.1 Qualifications of Vendors .................................................................................................. 15

4.2 Costs Related to Solicitation Process ................................................................................. 15

4.3 Conflict of Interest ............................................................................................................ 15

4.4 Insurance Checklist ........................................................................................................... 15
4.5 Project Manager and Project Officer ..................................................................................... 15
4.6 Notice of Award ..................................................................................................................... 16
4.7 Execution of Contract ............................................................................................................. 16
4.8 Joint Ventures ........................................................................................................................ 16

5.0 Proposal Submittal Documentation ...................................................................................... 17
5.1 Company Information ............................................................................................................ 17
5.2 Addenda ................................................................................................................................ 18
5.3 Executive Summary ................................................................................................................ 18
5.4 Corporate Profile .................................................................................................................... 18
5.5 Services and Implementation ................................................................................................ 19
5.6 Vendor System Information ................................................................................................... 19
5.8 Client Examples ...................................................................................................................... 20
5.9 Project Team .......................................................................................................................... 20
5.10 Warranty ................................................................................................................................ 20
5.11 Budget .................................................................................................................................... 21

6.0 Evaluation and Award ............................................................................................................ 22
6.1 Evaluation Criteria and Process ............................................................................................. 22
6.2 Criteria and Scoring ................................................................................................................ 22
6.2.1 Process ............................................................................................................................... 22
6.2.2 NVTC’s Rights ..................................................................................................................... 23
6.2.3 Notification, Award and Debriefing ................................................................................. 23
6.3 Award of the Contract ............................................................................................................ 23
6.3.1 General ................................................................................................................................ 23
6.3.2 Award Selection ................................................................................................................... 24
6.3.3 Negotiations ......................................................................................................................... 24
6.3.4 Award Documents .............................................................................................................. 24
6.3.5 Notice of Award .................................................................................................................. 24
6.3.6 Delays in Award .................................................................................................................... 24
6.3.7 Rejection of Proposals ....................................................................................................... 24
6.3.8 Single Proposal .................................................................................................................... 24
6.4 Protest of Award ..................................................................................................................... 25
6.5 Contract Award and Bond Requirements .............................................................................. 25
7.0 Contract Description ............................................................................................................. 26

7.1 Period of Contract .................................................................................................................. 26
7.2 Extension of Contract ............................................................................................................. 26
7.3 Confidentiality ........................................................................................................................ 26

SECTION A - Deliverables and Payments .................................................................................... i

SECTION B - Contractor Terms and Conditions .......................................................................... iii

SECTION C - Required Attachments to Proposal ........................................................................ xii

ATTACHMENT A - NVTC Insurance Coverage Required .............................................................. xiii

ATTACHMENT B - RFP Submission Form .................................................................................... xv

ATTACHMENT C - Certification of Primary Participants Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion ................................................................. xviii

ATTACHMENT D - Small, Women, Minority and Service-Disabled Veterans Owned Business Participation Statement ................................................................................................................. xix

ATTACHMENT E - Schedule of Small, Women, Minority and Service Disabled Veterans Owned Business Participation .............................................................................................................. xx
1.0 Introduction

1.1 Background

The Northern Virginia Transportation Commission (hereinafter ‘NVTC’) is seeking proposals from qualified firms and agencies (hereinafter ‘Vendor’) with experience in Web Design and Development Services (hereinafter ‘Project’). The Vendor will create a new website, www.commuterchoice.org, that is modern, highly attractive and built with responsive web design.

The chosen strategic partner should have experience in web design projects for government and/or nonprofit organizations, and expertise with best practices regarding:

- User experience and usability testing (UX)
- Information architecture (IA)
- Website development and deployment
- Website hosting
- Content strategy
- Social media integration
- Search engine optimization
- Responsive design

Who We Are

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 stewardship and funding 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 invests toll revenues in public transit and other multimodal projects along two expressway corridors, I-66 Inside the Beltway and I-395/95, in Northern Virginia.

Mission

The purpose of the Commuter Choice program is to invest toll revenues from the I-66 and I-395/95 expressway corridors into transit and multimodal projects in Northern Virginia. Commuter Choice aims to improve the lives of Northern Virginians, including toll road users, by supporting the regional economy, increasing mobility options and reducing congestion.

Where We Are Going

As Northern Virginia continues to welcome more people, it is essential to address the region’s growing transportation needs. NVTC holistically examines the regional transportation system, and through the Commuter Choice program, the organization works to fund projects that move more people through the region's congested corridors, expand travel options, improve the transportation network and inform Northern Virginia residents about available commuting options.
For Northern Virginia commuters who don’t want to drive alone on congested roads, the program funds and amplifies the awareness of new and enhanced transportation services and programs. Work fulfilled under the contract established by the selected vendor of this RFP will assist in achieving the long-term goal to build the Commuter Choice program into a highly-visible and recognized brand that informs commuters of the many modes available to them when making choices for their daily commute.

1.2 Project Objectives

1.2.1 Brief Project Overview

Commuters in Northern Virginia often face traffic and time delays when they choose to drive alone in single-occupancy vehicles. The express lanes on both I-66 and I-395/95 offer a user-fee option to drive along the tolled roads and avoid congestion. However, it is unlikely that most commuters will choose to pay a toll every day. The Commuter Choice program funds transit and other multimodal projects through competitive grants that offer alternatives to driving alone. The Project will launch a public-facing website that will deliver engaging content and help commuters understand the options available to them when making commuting decisions.

1.2.2 Project Description/Intent

NVTC’s current website features technical and program administration information about the Commuter Choice program and the primary users of this site are program stakeholders and applicants to the grant program. The Project intends to create and launch a platform that showcases the projects, programs and strategies the Commuter Choice program funds to move more people, more efficiently along its two focus expressways. This site should showcase the offerings of the program to the diverse regional audience and position Commuter Choice as the premier provider of commuter related information and resources for Northern Virginia audiences.

NVTC wants to establish a design that uses color, photos and text to enhance communication via the web. While maintaining a similar look and feel, the site should feature intuitive navigational aids that optimize readability by defining primary, secondary and tertiary content. Seamless integration with third party services such as MailChimp, Survey Monkey, Tableau, ArcGIS, YouTube and others would be helpful. The website should be quick to download, and an intelligent rapid Search Engine Optimization (SEO) should be incorporated into the design as an enhanced navigation tool.

Design standards will be incorporated into the website, and the design should be flexible and render appropriately for different screen resolutions on the popular browsers (Chrome, Internet Explorer, Firefox, Safari and Microsoft Edge). The Vendor will create a guide that details the standards for the use of fonts, colors, templates, graphics and photos as well as suggestions for how to handle site growth.

The selected Vendor will work closely with NVTC staff to achieve the desired look and feel of the new site. The intended outcome of this collaboration will be a site that represents the Commuter Choice brand.

NVTC staff will provide content for the new site and will maintain ownership of its components and content. The website must include a content management system that allows internal staff
to quickly and in a cost-effective manner update content and modify site design after the initial launch.

NVTC is interested in vendor ideas for content, and more specifically, a vendor approach in designing the style of the website. We encourage agencies to consider and propose alternative solutions and recommendations.

The following is an inclusive but not necessarily exhaustive list of specific strategies for the site:

- Increase visitation via organic search
- Present comprehensive information and resources in an easy to use and downloadable format
- Provide for social interaction via links to social networks
- Incorporate blog platform, video, RSS, landing pages and SEO
- Strengthen relationships with stakeholders, partners, agents and other organizations
- Integrate brand messaging
- Collect email addresses and create a comprehensive database

1.2.3 Project Objectives and Goals

Purpose of the new website- The new site should:

- Serve the needs of all users by empowering them to quickly and easily find information and resources, allowing them to share information and to interact with program staff.
- Be strategic and nimble and focus on making the content useful, interactive and engaging. As technology changes, the site should stay adaptable and remain relevant.
- Keep content fresh and build in room to grow.
- Address accessibility.

Interactive and engaging- We are seeking to launch a new, marketing-focused website to serve as the primary mode of connection between the Commuter Choice brand and our target audiences. The site should include an intuitive, easy-to-use interface that allows commuters in Northern Virginia to access information quickly and efficiently regardless of the device they are using. The solution should also be easy to maintain for administrators and content creators.

Strategic partnership- NVTC seeks a Vendor that understands the local government and will help guide us to where we want to be today and provide ongoing services and support to keep us there in the future. Annual support and maintenance of the website would be determined by a maintenance contract and include services such as refreshing the design elements, updating technology in the website design, engineering, SEO and other features included with this project. NVTC would like to include a one (1) year maintenance contract, to begin after the launch phase of the Project, included in the proposal with the option to continue support in (1) year increments thereafter.

Research-based design- NVTC and the Commuter Choice program needs a site that meets the unique needs of our region, and we are not looking for a templated solution. The Vendor should employ a strategic research-based and data-driven process to gather input, define expectations and design a consistent, user-friendly IA that meets the needs of all users.

Responsive site- Visitors to the site will likely use a wide variety of devices to access the website, including smartphones, tablets and computers. The site should ensure that all users are accessing a visually appealing version of the site, no matter the device.
Accessible site- The site should comply with the World Wide Web Consortium’s (W3C) Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA compliance) and Section 508 of the Rehabilitation Act of 1973. Also, the Vendor should follow best practices, voluntary standards and guidelines developed by the World Wide Web Consortium’s (W3C) Web Accessibility Initiative (WAI) and train our internal team in creating accessible content.

Robust hosting environment- We are seeking a hosted website solution that should include:
- Guaranteed uptime of 99.9% backed by a Service Level Agreement (SLA)
- Full disaster recovery to a backup data center with less than 60 minutes site restoration and less than 15-minutes data replication
- Complete Distributed Denial of Service (DDoS) mitigation solution to detect and mitigate malicious cyber-attacks.

Simplify and streamline administration- The solution should:
- Simplify website administration, allowing users and content creators of all skill levels to update assigned sections of the website.
- Streamline business operations and reduce the amount of time that the internal team spends on enhancing and maintaining the site.

Target audiences- Audiences served by the website will include:
- Northern Virginia residents and potential residents of varying backgrounds, reading and language ability
- Businesses operating in Northern Virginia and/or business looking to relocate to the region
- State/local government and nonprofit agencies that support and complement the region’s business
- NVTC and PRTC Commissioners, elected and appointed officials
- Community members and organizations
- Local and national media
2.0 Scope of Work

NVTC expects the project schedule to be informed by the Scope of Work listed below. The Scope of Work details major phasing for milestone delivery and invoicing. While this Scope has been designed to satisfy the objectives of this project, NVTC may consider suggestions for different or additional phase details. Note that the first three phases, Discovery and Planning, Design and UX and Development, are anticipated to take no more than six (6) months.

Throughout the project, the selected Agency will be expected to attend key meetings onsite at the NVTC office to communicate project status and findings. For each phase, it will be required that detailed notes of meetings be recorded and presented as a part of the project documentation.

The following are inclusive but not necessarily exhaustive lists of requirements and deliverables for each phase. If the responding Agency follows methodologies and processes which include additional or different steps, phases or deliverables, please include that in your proposal response.

User Testing is expected at all applicable phases, and the testing deliverable will be in the form of a findings report for each relevant phase.

2.1 Discovery and Planning Phase

The following is an inclusive but not necessarily exhaustive list of requirements and deliverables for the Discovery Phase:

Requirements:
- Perform onsite interviews to understand NVTC, the Commuter Choice program as well as the mission, vision and key goals of the Project
- Work with the internal team to identify core content, inform the new IA and UX and conduct a website audit of the technical Commuter Choice site (http://www.novatransit.org/programs/commuterchoice/)
- Review historic web analytic data to inform IA and meet objectives
- Develop a detailed project schedule and budget

Deliverables:
- Deliverable will include both a Findings Report outlining recommendations for meeting project goals and an outline of the proposed IA
- Detailed Project Schedule and Budget

2.2 Design and UX Phase

The following is an inclusive but not necessarily exhaustive list of requirements, desired features and deliverables for the Design and UX Phase:

Requirements:
- Conduct necessary user research and usability testing throughout the life of the project to achieve objectives
- Design www.commuterchoice.org with a user-focused and modern design and UX
- The design process will include review and revision cycles as needed to achieve approval of the final design
- Ensure that the IA and UX aligns with SEO best practices
• Develop an IA that prioritizes content, simplifies discoverability and provides the optimal UX to site users
• Align the new design with WC3 Priority 1 Accessibility Guidelines, Section 508 of the US Rehabilitation Act and the fundamentals of Universal Design to provide optimal access to all users
• Provide guidance on industry best practices for translated content

Deliverables:
• Detailed design wireframes for all page and feature templates
• Site map and a guide for future naming convention
• Recommendations for taxonomies, tags and filters
• Detailed functional specifications
• Usability test results and related data

2.3 Development Phase
The following is an inclusive but not necessarily exhaustive list of the elements of the Development Phase.

Requirements:
• Header/Footer
• Home page
• Promotional rotator
• Organizational tagline/description
• Promotional boxes
• About pages
• Services
• Service profile page
• Program Grant List
• Project pages
• Contact and contact info
• Sign-up form
• Interactive Project Maps
• Social media icons, links and latest posts

Deliverables:
• Custom features identified in the Discovery Phase
• Usability test results and related data
• Content Management System
  • Configure, install, administer and support a Drupal, WordPress or other content management system.
• Graphic Assets
  • Files with all layers identified for all necessary graphic assets
• Style Guide
  • A comprehensive website style guide that can be edited on an ongoing basis

2.4 Quality Control and Testing Phase
The following is an inclusive but not necessarily exhaustive list of the elements of the Quality Control and Testing Phase.
Deliverables:
- Provide CMS log-in information and updates on testing to the NVTC team
- Provide training on maintaining website features and functions

2.5 Launch
The following is an inclusive but not necessarily exhaustive list of the elements of the Launch Phase.

Deliverables:
- Soft launch of the website for usability monitoring
- Provide assistance to address feedback and adjusting if needed

2.6 Maintenance
The following is an inclusive but not necessarily exhaustive list of the elements of the Maintenance Phase.

Deliverables:
- NVTC would like a one (1) year maintenance commitment with options to continue in other years.
  - Periodic link checking
  - New content optimization
  - Security and Upgrades
  - Backups and Recovery
  - Fee Schedule

2.7 Timeline
NVTC plans to launch the new Commuter Choice website within eight (8) months of the signed contract. Please indicate your ability to adhere to this schedule in Section 5.5 of your proposal.
3.0 Proposal Submission Instructions

3.1 RFP and Award Schedule

<table>
<thead>
<tr>
<th>Event</th>
<th>Date/Time</th>
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<tbody>
<tr>
<td>RFP Release Date</td>
<td>January 17, 2020</td>
</tr>
<tr>
<td>Deadline for Questions</td>
<td>February 14, 2020</td>
</tr>
<tr>
<td>Closing Date</td>
<td>February 28, 2020 at 2 p.m. EST</td>
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<tr>
<td>RFP Review</td>
<td>March 2-17, 2020</td>
</tr>
<tr>
<td>Interviews with Select Agencies</td>
<td>March 16-26, 2020</td>
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<tr>
<td>Estimated Award Notification Date</td>
<td>April 6, 2020</td>
</tr>
<tr>
<td>Work Begins</td>
<td>April 20, 2020</td>
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3.2 Form of Submission

The Vendor must submit a Proposal with all the mandatory information requested in this RFP. The proposal must follow the order listed in Section 5 (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 the 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 a 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.

3.3 Proposal Submission Instructions

3.3.1 Location, Date and Time for Proposal Submission

Proposals shall be delivered ONLY to the address specified below:

Jae Watkins, Marketing & Outreach Manager
2300 Wilson Blvd, Suite 230
Arlington, VA 22201

The proposals must be submitted and received at this address by February 28, 2020, 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 Vendor.
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 four (4) 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 Vendor 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 # 20-02 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 purpose whatsoever and have others do so, all data furnished in response to this RFP.

3.3.2 Proposal Acceptance Period

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

3.3.3 Acknowledgement of Amendments

Vendors 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.

3.3.4 Key Personnel

NVTC reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Vendor fails to satisfy NVTC that such Vendor is properly qualified to carry out the obligations of the contract and to provide the services and/or goods contemplated therein.

3.3.5 Additional Information

NVTC reserves the right to ask any Vendor to clarify its offer.
3.3.6  Inquiries during the Solicitation Process

All inquiries regarding the proposal solicitation shall be submitted in writing or by email by **February 14, 2020, by 2 p.m. EST.** Questions received after this time will not be answered. Answers to questions will be issued as addenda after the inquiry period. Direct inquiries to:

Jae Watkins, Marketing & Outreach Manager  
Email: jaewatkins@novatransit.org

To ensure consistency and quality of the information provided by Vendors, the Marketing & Outreach Manager will provide, simultaneously to all, any information with respect to inquiries/questions received and the replies to such inquiries/questions without revealing the sources of inquiries.

Vendors are only permitted to communicate with the Marketing & Outreach Manager. Noncompliance with this condition during the solicitation period may (for that reason alone) result in disqualification of the Vendor’s proposal.

Vendors 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 Vendor’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 a Vendor.

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.

3.3.7  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 Vendor to furnish the item(s) and the Vendor 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 Vendor fails to satisfy NVTC that such Vendor is properly qualified to carry out the obligations of the contract and to provide the services and/or goods contemplated therein.

3.3.8  Vendor Amendments, Withdrawal and Disqualification

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

If a Vendor wishes to withdraw its Proposal, the Vendor shall immediately notify the Marketing & Outreach Manager in writing or by email before the RFP closing date. Should a proposal be withdrawn, no further consideration will be given to it.

Should a Vendor’s proposal be disqualified for the reasons identified in this RFP, the Vendor will be notified, and no further consideration will be given to it.
4.0 Instructions to Vendors

4.1 Qualifications of Vendors
NVTC may make such reasonable investigations as deemed proper and necessary to determine the ability of the Vendor to furnish the item(s) and the Vendor 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 Vendor fails to satisfy NVTC that such Vendor is properly qualified to carry out the obligations of the contract and to provide the services and/or goods contemplated therein.

4.2 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 Vendors in responding to this RFP or in competing for contract award.

4.3 Conflict of Interest
The successful Vendor 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, Vendors must identify existing and prospective contractual relations they have (or could have) which could present sources of conflict as part of the proposal submission.

4.4 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 Vendor’s response to the RFP. If insurance is incomplete, the Vendor should provide a letter from its insurance agent stating that the Vendor 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. Vendors may submit proposed alternatives.

4.5 Project Manager and Project Officer
For this project, the following individuals will serve as manager and officer:

<table>
<thead>
<tr>
<th>Project Manager</th>
<th>Project Officer</th>
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<tbody>
<tr>
<td>Jae Watkins</td>
<td>Katherine A. Mattice</td>
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<tr>
<td>Marketing and Outreach Manager</td>
<td>Executive Director</td>
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<td>NVTC</td>
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4.6 Notice of Award

The successful Vendor 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.”

4.7 Execution of Contract

The successful Vendor shall execute the contract and furnish the Insurance Certificates to NVTC within ten (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 Vendor. 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.

4.8 Joint Ventures

The Vendor 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 Vendor 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 the 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 a Vendor that the Vendor provides a copy of the signed Joint Venture Agreement (or equivalent document which defines the participant’s roles and responsibilities) if the Vendor is bidding as a joint venture (as defined above).
5.0 Proposal Submittal Documentation

5.1 Company Information

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

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<th>Lead Legal Agency Name:</th>
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<th>Name and Title of Person Authorized to Sign on Behalf of the Agency (Type or Print):</th>
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5.2 Addenda

NVTC will issue addenda 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.

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5.3 Executive Summary

Overall points available – 9
Minimum number of points needed to pass this criteria section is – 6

Please answer the following questions and include them in the RFP submission. Points will be assigned for language and content. Please reference each section. Responses for each question should be 500 words or less.

a. Summarize in one page or less the key products and services you are proposing. Explain which RFP requirements these products are intended to meet and the benefits if we use these products and services. (5)
b. Summarize your overall strategy and approach for delivering web design and development projects. (4)

5.4 Corporate Profile

Overall points available – 6
Minimum number of points needed to pass this criteria section is – 3

Please answer the following questions and include them in the RFP submission. Points will be assigned for language and content. Please reference each section. Responses for each question should be 500 words or less.

a. Provide a brief overview of your firm’s history and philosophy. (2)
b. State the year the vendor started in the business of web design services and CMS solutions. Where is the vendor company’s headquarters located? If outside of the Washington metropolitan region, describe the process of working with remote customers. (2)
c. Provide the total number of vendor’s employees and the number of employees in user and web design. (2)

5.5 Services and Implementation

Overall points available – 40
Minimum number of points needed to pass this criteria section is – 23

Please answer the following questions and include them in the RFP submission. Points will be assigned for language and content. Please reference each section. Responses for each question should be 500 words or less.

a. Provide an in-depth list of your firm’s capabilities and explain your firm’s experience in developing responsive websites. (4)

b. Identify what uniquely distinguishes your offering from your competitors. (2)

c. Describe your experience in implementing public sector and local government market solutions. (3)

d. Describe any optional services that could be included with our solution: (5)
   - Advanced training
   - Content strategy
   - Branding
   - Site health checks
   - Site analytics reporting

e. Describe your implementation approach, project management tools, methodologies and timeline for the proposed solution. Submit a detailed implementation plan which will address requirements, customizations, brief content strategy, implementation schedule, delivery milestones and responsibilities for each party. FOR THIS QUESTION ONLY: Please limit responses to 3000 words or less. (26; see breakdown below)
   - Overview of the proposed strategy (4)
   - Detailed implementation plan addressing each project phase (15)
   - Brief Content Strategy (4)
   - Responsibilities of team members (3)

5.6 Vendor System Information

Overall points available – 7
Minimum number of points needed to pass this criteria section is – 4

Please answer the following questions and include them in the RFP submission. Points will be assigned for language and content. Please reference each section. Responses for each question should be 500 words or less.

a. Describe your hardware and software configuration. Describe the architecture, languages and tools used to develop your proposed solution. (3)

b. Provide details on the licensing requirements and copy of software license agreements as Attachment X in your response. (2)
c. Describe your DDoS Mitigation solution and your disaster recovery solution, including Recovery Time Objective (RTO) and Recovery Point Objective (RPO) (2)

5.8 Client Examples

Overall points available – 9
Minimum number of points needed to pass this criteria section is – 6

Please answer the following questions and include them in the RFP submission. Points will be assigned for language and content. Please reference each section. Responses for each question should be 500 words or less.

a. Provide three examples of responsive websites your firm has developed. Clearly explain the design objectives, the outcome and whether your firm managed the entire site or specific modules or applications within the site (6)

b. Provide three client references in your proposal, including a current contact name, organization name, phone number and email (3)

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<tr>
<th>CLIENT NAME</th>
<th>SPECIFIC INDUSTRY</th>
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5.9 Project Team

Overall points available – 10
Minimum number of points needed to pass this criteria section is – 6

Please answer the following questions and include them in the RFP submission. Points will be assigned for language and content. Please reference each section. Responses for each question should be 500 words or less.

a. The success of the design and implementation depends on several factors, including experienced project management, a planned approach and coordination of content population. The selected vendor must provide an experienced project manager to lead the implementation process. Define the process, project management and team structure that would execute the Project. Identify their experience, roles and length of time with your organization. Specify the primary point of contact. (6)

b. Define how your process manages or mitigates client changes throughout the life of a project. (4)

5.10 Warranty

Overall points available – 4
Minimum number of points needed to pass this criteria section is – 2
a. Describe the warranty offered with your proposed solution. Do the same support commitments apply during the warranty period as during the maintenance contract period? (4)

5.11 Budget
Overall points available – 15
Minimum number of points needed to pass this criteria section – 8

Please answer the following questions and include them in the RFP submission. Points will be assigned for language and content. Responses for each question should be 500 words or less.

NVTC prefers a firm quote on the full website design, development and hosting. The estimated budget for this project is an amount not to exceed $150,000.00 for support for up to four years. At a minimum, it is required that each Vendor provide a budgetary proposal for the full scope of work described in this RFP.

a. Provide detailed pricing information for the proposed solution. Include list prices and discounted prices. Only include licenses as required for different roles of users (administrators, view only, etc.). Break pricing down by project phases using the list below, if appropriate. (15)

- Services and Support Costs
- Implementation of Web Site Design
- Training Services
- Software Support and Maintenance
- Hourly billing rates for each job classification that will or could be utilized during the Project
- Other Services and Costs (specify)
- Ongoing costs
  - Annual hosting or subscription fee
  - Hourly rates for custom development
  - Other ongoing costs
- Optional costs
  - Provide a brief description and cost associated with options provided in Section 5.5
6.0 Evaluation and Award

6.1 Evaluation Criteria and Process

Vendors 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 that will be used in the evaluation of proposals.

6.2 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.

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<th>Criteria</th>
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<td>Executive Summary</td>
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<td>Corporate Profile</td>
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<td>Services and Implementation</td>
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<td>Vendor System Information</td>
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<td>Client Examples</td>
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<td>Project Team</td>
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<td>Warranty</td>
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<td>Budget</td>
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<td><strong>TOTAL POINTS</strong></td>
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6.2.1 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 the 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 Vendor’s proposal.
• Contact any or all references supplied by the Vendor.
• May request clarifications from the Vendor. Vendors 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 select Vendors in consideration for award. Interviews will be scored out of an additional 50 points. Any Vendor asked to attend an interview will be required to attend an interview during the Interview period (March 16-26, 2020). Vendors unable to participate in an interview would be deemed noncompliant.

6.2.2 NVTC’s Rights

NVTC reserves the right to:

• Ask any Vendor 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 a Vendor’s proposal.
• Negotiate with the Vendors 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 Vendors.
• Maintain sole ownership of the proposals. All materials submitted by a Vendor in response to any part of this RFP shall become the sole property of NVTC without payment or liability for payment.

6.2.3 Notification, Award and Debriefing

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

NVTC will provide a debriefing of a Vendor’s proposal, if requested in writing, within ten (10) days of notification that they have been unsuccessful. Requests must be submitted to the Marketing & Outreach Manager.

6.3 Award of the Contract

6.3.1 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)
6.3.2 Award Selection

An Evaluation Committee (EC) will review the Proposals using written score sheets. Vendors will be in ranked order according to the scores of the EC. NVTC shall engage in individual discussions with two or more vendors 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) Vendor deemed to be the best for the project on the basis of the evaluation factors.

6.3.3 Negotiations

Negotiations shall commence with the first ranked Vendor 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 Vendor to submit a binding Cost Proposal. If negotiations with the top-ranked Vendor are not successful, discussions will commence with the next highest-ranked Vendor, and negotiations will continue in this manner until an agreement is reached.

6.3.4 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 Vendor’s Proposal as negotiated.

6.3.5 Notice of Award

A “Notice of Award” will be posted on NVTC’s website at www.novatransit.org. The successful Vendor will be notified in writing by NVTC.

6.3.6 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.

6.3.7 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.

6.3.8 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.
6.4 Protest of Award

A Vendor 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 a Vendor, must be taken by instituting action as provided by the Code of Virginia.

6.5 Contract Award and Bond Requirements

The Vendor whose proposal is accepted shall, within the time established in RFP #20-02, 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.
7.0 Contract Description

7.1 Period of Contract

The initial contract will consist of a two (2) year contract commencing in April 2020 and terminating in March 2022.

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

7.2 Extension of Contract

The Vendor hereby grants NVTC an option to extend the period of the contract, for the same services detailed herein, in accordance with the terms and conditions contained herein. The contract may be extended in one (1) year increments for up to two years.

If NVTC intends to extend the contract, it will provide the Vendor written notice of its intention at least ninety (90) days prior to the start of the optional contract period. The Vendor 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.

7.3 Confidentiality

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

Information pertaining to NVTC obtained by the Vendor as a result of participation in the Project is confidential and must not be disclosed without written consent from NVTC.
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: Jae Watkins
2300 Wilson Boulevard, Suite 230
Arlington, Virginia 22201
jaewatkins@novatransit.org

With a copy to:
Northern Virginia Transportation Commission
Attn: Accounts Payable
2300 Wilson Boulevard, Suite 230
Arlington, Virginia 22201
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
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

CONTRACT REQUIREMENTS

Commonwealth of Virginia funds generated by tolling of I-66 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 this 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 vendor, 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:

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 form 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.

   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 disputes 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

Attachment A: NVTC Insurance Coverage Required
Attachment B: RFP Submission Form
Attachment C: Certifications
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

### 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

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
<th>Required</th>
<th>Coverage</th>
<th>Limits</th>
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<td>X</td>
<td>1. Workers’ Compensation and Employers’ Liability; Admitted in Virginia Employer’s Liability</td>
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<td>All States Endorsement</td>
<td>Statutory Limits of the Commonwealth of Virginia:</td>
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<td>USL&amp;H Endorsement</td>
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<td>Voluntary Compensation</td>
<td>Statutory</td>
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<td>Statutory</td>
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<td>2. General Liability</td>
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<td>Products</td>
<td>$1,000,000 Combined</td>
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<td>Complete Operations</td>
<td>Single Limit Bodily</td>
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<td>Contractual Liability</td>
<td>Injury and Property</td>
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<td>Personal Injury</td>
<td>Damage Each Occurrence</td>
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<td>Independent Contractors</td>
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<td>XCU Prop. Damage Excl.</td>
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<td>X</td>
<td>3. Automobile Liability Owned, Hired &amp; Non-Owned Motor Carrier Act End.</td>
<td>$500,000 Combined</td>
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<td>Single Limit Bodily</td>
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<td>Injury and Property</td>
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<td></td>
<td></td>
<td>Damage Each Occurrence</td>
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<td>X</td>
<td>4. Professional Errors and Omissions</td>
<td>$2,000,000 Limit Each Occurrence</td>
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<td>5. Garage Liability</td>
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<td>6. Garage keepers’ Legal Liability</td>
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<td>7. Fire Legal Liability</td>
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<td>8. Other Insurance: [adapt for project]</td>
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<td>X</td>
<td>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</td>
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<td>X</td>
<td>10. 30-day cancellation notice required</td>
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<td>X</td>
<td>11. Best’s Guide Rating - A:VI or Better, or Equivalent</td>
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<td>X</td>
<td>12. The Certificate must state Bid/RFP # and Bid/RFP Title</td>
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<td></td>
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<td>X</td>
<td>13. Umbrella Liability</td>
<td></td>
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</table>
We understand the Insurance Requirements of these specifications and will comply in full if awarded this Contract.

______________________________  ______________________________
VENDOR  INSURANCE AGENCY

______________________________  ______________________________
SIGNATURE  SIGNATURE
ATTACHMENT B

RFP SUBMISSION FORM

A. SUBMITTING BUSINESS ENTITY IDENTIFICATION & OWNERSHIP DISCLOSURE

Company: ____________________________________________________________________________
Contact Person: _________________________________________________________________________
Title: _________________________________________________________________________________
Address: _______________________________________________________________________________
Telephone No: __________________________________________________________________________

Indicate which of the following apply:

<table>
<thead>
<tr>
<th>Corporation</th>
<th>Yes</th>
<th>No</th>
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<tbody>
<tr>
<td>Partnership</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Sole Proprietor</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Small Business</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Disadvantaged Business Enterprise (DBE)</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Certified by</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Organized under the laws of the State of</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Principal place of business located at</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Authorized to do business in VA</td>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>

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 Vendor ( ) 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

(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
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

Name of Vendor

Project Name

Name of Contractor

Address

Phone Number

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

Projected Dates for Work Commencement/Completion

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.

Vendor Date