



REQUEST FOR PROPOSALS

FOR

State Government Relations Services

Northern Virginia Transportation Commission

April 5, 2024

Request for Proposal: 24-01

**NORTHERN VIRGINIA TRANSPORTATION COMMISSION
REQUEST FOR PROPOSALS**

PROJECT TITLE: State Government Relations Services

REQUEST FOR PROPOSAL ID: 24-01

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Northern Virginia Transportation Commission
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ISSUE DATE: April 5, 2024

DESCRIPTION OF WORK:

The Northern Virginia Transportation Commission (NVTC) is requesting proposals from qualified and experienced firms to provide state government relations services for NVTC. The selected firm shall be responsible for government relations and legislative services required to assist NVTC in its effort to achieve specific state legislative objectives. These objectives will be identified by the Executive Director, NVTC's Legislative and Policy Committee, and the Commission as a whole.

At the direction of NVTC, the primary duty of the selected firm shall be to monitor, track, and advise on public transit or other issues of importance to NVTC at the Virginia General Assembly, state agencies, Commonwealth Transportation Board and/or the Office of the Governor. Services will also include supporting the development of a legislative agenda for NVTC; representing NVTC on state legislative, regulatory, and administrative matters that do or may impact NVTC; and producing products that convey the legislative objectives of NVTC.

QUESTIONS

All questions must be submitted in writing to brittanysumpter@novatransit.org , by 12:00 PM, April 17, 2024. Material questions will be answered and posted by 5:00 PM, April 26, 2024 on NVTC's website <https://novatransit.org/procurement/> .

TYPE OF CONTRACT:

Fixed Price. The final price of the contract will be determined following a review of proposals and contract negotiations.

NOTICE OF AWARD

Notice of contract award(s) made as a result of this solicitation is expected to be on or about June 18, 2024.

PERIOD OF PERFORMANCE

The term of the contract shall be for a Base Period of three (3) years with the option to extend for two (2) additional two-year periods, not to exceed seven (7) years. The Base Period will commence on the date set forth in the written Notice to Proceed (NTP).

EXTENSION OF CONTRACT

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

The exercise of a contract option will be at the sole discretion of NVTC. Unless otherwise directed in writing, the contract will be extended by NVTC under the terms and conditions of the original contract.

The Offeror shall provide all goods and services pursuant to the Proposal submitted by the Offeror and approved by NVTC.

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Section A

Instructions to Offerors

1. PURPOSE OF RFP/SCOPE OF WORK:

The purpose of this RFP is to procure services from a qualified and experienced firm to provide state government relations services for NVTC. A detailed scope of work follows in Section C.

2. COMPETITIVE NEGOTIATION FOR NON-PROFESSIONAL SERVICES:

This solicitation is a competitive negotiation for non-professional services and defined by the Virginia Public Procurement Act. The content of the proposals is not public record until a Notice of Intent to Award has been issued. The opening of Proposals is therefore not public.

3. PROPOSAL AND CONTRACT REQUIREMENTS:

NVTC follows Virginia procurement laws. Accordingly, all applicable State requirements will apply. Offerors are expected to become familiar with these requirements and shall not submit Proposals if unable to execute a Contract containing such provisions.

4. OBLIGATION OF CONTRACTOR:

Before submitting a Proposal, the Offeror shall be responsible for reading and examining the solicitation documents including these Instructions to Offers. Submission of a Proposal shall be deemed verification of such reading and examination by Offer.

When submitting a Proposal, the Offeror shall explicitly state in writing any exceptions to any liability provision or Term and Condition contained in the Request for Proposal. If no exceptions are taken to the solicitation, the Offeror shall make a statement of "no exceptions."

By submitting a Proposal, the Offeror 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.

5. POINT OF CONTACT:

All inquiries or correspondence regarding this RFP shall be directed to the NVTC Procurement Manager whose name and contact information appear on the first page of this solicitation.

Communications relating to this RFP to anyone other than the NVTC Procurement Manager are prohibited during the RFP response period. **Do not contact NVTC Project Manager(s), consultants or any NVTC personnel other than the NVTC Procurement Manager regarding this solicitation.**

6. SUBMISSION OF WRITTEN QUESTIONS:

All questions and requests for clarification regarding the meaning or interpretation of this RFP and other solicitation documents, or any ambiguities, discrepancies, inconsistencies, or conflicts in or between any of the technical, pricing, or contractual provisions, must be submitted no later than the date and time specified in Section B of this RFP. Questions and clarifications requested after such time will not be answered unless NVTC elects, at its sole discretion, to do so. Material questions and answers will be posted by the date specified in Section B of this RFP to NVTC's website <https://novatransit.org/procurement/>.

It shall be the obligation of the Offeror to exercise due diligence to discover and to bring to the attention of NVTC, at the earliest possible time, any ambiguities, inconsistencies, or conflicts in or between any of the technical or contractual provisions in the RFP.

Any change made by NVTC will be in the form of an amendment to the RFP and will be posted on NVTC's website <https://novatransit.org/procurement/>.

7. WRITTEN COMMUNICATIONS:

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.

8. PROPOSAL PREPARATION COSTS:

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

9. SUBMISSION OF PROPOSAL AND PROTECTION OF PROPRIETARY INFORMATION:

The proposal shall be submitted electronically in PDF format by the date and time specified in Section B through NVTC's procurement portal <https://tinyurl.com/novatransitRFP>. NVTC reserves the right to reject any and all proposals received after that time. NVTC also reserves the right to waive informalities. Separate technical and price proposals must be submitted.

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

Specific data as indicated are furnished pursuant to RFP #24-01 and shall not be disclosed outside of NVTC, be duplicated, or used, in whole or in part, for any purpose other than to evaluate the proposal. The reasons for protecting these data are defined in the Code of Virginia. This restriction does not limit NVTC's right to use information contained in these data if it is or has been

obtained by NVTC from another source.

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

10. PROPOSAL ACCEPTANCE PERIOD:

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

11. INTERVIEWS (OPTIONAL):

NVTC reserves the right to conduct interviews with short-listed firms, based on the results of the Technical Evaluation Team's (TET) evaluation, prior to making a selection. The date for interviews is specified in Section B.

The interviews will provide an opportunity for Offerors to clarify their Proposal in response to questions from the TET. This is a fact-finding and explanation session only and does not include negotiations. As interviews are optional for NVTC, Offerors must treat their Proposals as a final product.

Upon selection of the most technically qualified Offeror(s), NVTC shall commence negotiations.

12. AWARD OF THE CONTRACT:

A. 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).

B. AWARD SELECTION

A Technical Evaluation Team (TET) will review the Proposals using written score sheets. Offerors will be ranked in order according to the scores of the TET. NVTC shall engage in individual discussions with two (2) or more Offerors deemed fully qualified, responsible and suitable among those submitting Proposals, on the basis of the factors specified in the evaluation criteria. Final selection shall be made of one (1) Offeror deemed to be the best for the project on the basis of the evaluation factors.

C. NEGOTIATIONS

- i. Negotiations shall commence with each of the selected Offerors to achieve a binding price and agreement on Contract terms. Price shall be considered but need not be the sole or primary determining factor.
- ii. Following the negotiations, NVTC will request each of the selected Offerors to submit a Best and Final Offer (BAFO)

D. 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 Contractor's Proposal as negotiated.

E. NOTICE OF INTENT TO AWARD

NVTC will post the "Notice of Intent to Award" on its website at <https://novatransit.org/procurement/> for a minimum of ten (10) calendar days. The "Notice of Intent to Award" shall not be construed as a "Notice-To-Proceed (NTP)."

F. NOTICE OF AWARD

A "Notice of Award" will be posted on NVTC's website at <https://novatransit.org/procurement/>. The successful Offeror will be notified in writing by NVTC.

13. DELAYS IN AWARD:

Delays in the 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.

14. 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 question, if such action is deemed to be in the best interest of NVTC.

15. 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.

16. PROTEST OF AWARD:

An Offeror wishing to protest a decision to award a contract must submit the protest, in writing, to the NVTC Procurement Manager no later than ten (10) calendar days after either the decision to award or the award, whichever occurs first. The protest must include the basis for the protest and the relief sought. Within ten (10) calendar days after receipt of the protest, the Executive Director of NVTC will issue a written decision stating the decision on the protest and the reasons for the action taken. This decision is final. Further action, if desired by an Offeror, must be taken by instituting action as provided by the Code of Virginia. (see Code of Virginia, § 2.2-4360)

17. CONTRACT AWARD AND BOND REQUIREMENTS:

The Offeror whose proposal is accepted shall, within the time established in this RFP, enter into a written contract with NVTC. There will be no bond requirements for this project.

18. REQUIREMENTS OF THE SEPARATE TECHNICAL AND PRICE PROPOSALS:

The technical proposal shall include:

- A. Title Page - show the name of the Offeror's firm, local address, telephone number, name of contact person and date.
- B. Table of Contents.
- C. Letter of Transmittal summarizing the proposal (1 page maximum).
- D. Technical Approach and Work Plan (25 pages maximum):

This section should describe the recommended approach and work plan regarding the assistance to be provided. The proposal must address in depth the Offeror's plans to meet the requirements of each of the tasks and activities outlined in the Scope of Work of this RFP. The work plan must include a task-by-task/sub-task-by-sub-task schedule of the time required to complete the project. In the cost proposal the work plan steps should be supported by the proposed hours the Offeror agrees to commit to the task. This schedule must identify the major milestones, project deliverables, and estimated total time to complete each task for the entire project. The schedule shall include progress reporting and project meetings with adequate time for NVTC to review and approve contractor deliverables.

Each Offeror shall cover all of the requirements of the work as given in Section B of this RFP, in the Contract Terms and Conditions, and any other contract documents described in Sections C and D, and provide sufficient specific information to effectively demonstrate the Offeror's technical capability to perform all work required under these specifications. The Offeror shall submit information to enable NVTC to ascertain how the proposal will meet the

specifications contained herein and in accordance with the Evaluation Criteria.

- E. Proposed Quality Assurance Program (2 pages maximum). The quality assurance program should clearly describe how the Offerors will manage and control all proposed activities. Offerors should explain how the management and administrative processes will ensure that appropriate levels of attention are given so that work is properly performed as proposed. This section shall include a work plan and schedule and a project management plan that will detail the lines of authority and communication and will support all of the project requirements and logically lead to the deliverables required in the RFP.

- F. Project Staffing (Qualifications and Experience)

This section must include the qualifications of the key personnel that will be assigned to this project. At a minimum, the proposal should designate a project manager, and include the organization, functional discipline, and responsibilities of project team members.

Resumes of no more than one page each should be provided for all key personnel proposed.

The Offeror should clearly state if it is proposing to subcontract any of the work herein. The names of subcontractors are to be provided and by proposing such firm(s) or individuals, the Offeror assumes full liability for the subcontractor's performance.

- G. Firm(s) Experience and Capabilities

The purpose of this section is to provide NVTC with an overview description of the Offeror's company plus the Offeror's commitment to performing the services set forth in the RFP. The Offeror must also specify, in a similar manner, the qualifications of any subcontractors to be used in this proposed project.

Offerors shall identify a minimum of three projects performed over the last five years, similar or equivalent in size and scope to the work described in the solicitation. Project descriptions, limited to one page each, should describe relevant work previously performed by the Offeror and proposed subcontractors. In addition to a concise description of the technical work performed under the contract, project descriptions should include the name of the client, contact person, title, address, phone and fax numbers, and direct email address. Project descriptions should also provide the contract number and contract value and the time period of performance.

- H. A list of names, titles, telephone numbers and email addresses of persons authorized to conduct negotiations.

- I. Acknowledgment of receipt of all NVTC amendments to this RFP in the Technical proposal.

- J. Exceptions to the Solicitation

State whether the General Provisions are accepted as presented in this solicitation or if exceptions are taken; identify exceptions taken to the

solicitation; provide rationale in support of the exception and fully explain its impact, if any, on the performance, schedule, price and specific requirements of the solicitation; and relate each exception specifically to each section/paragraph and/or specific part of the solicitation to which the exception is taken. If no exceptions are taken to the solicitation, the offeror shall make a statement of “no exceptions”.

K. Attachments

- 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

The separate price proposal shall include:

- a) Title page – name of the firm, local address, telephone number, email, name of contact person and date.
- b) Exhibit showing a non-binding estimate of the hours to be worked by named individuals, their firms, and their hourly rates broken down by task and sub-task and the associated total costs including all estimated out-of-pocket costs and fees. Costs must include all items such as professional time, travel, data processing, forms, printing, and other expenses included in the proposed cost.

19. EVALUATION CRITERIA:

GENERAL

Proposals will be evaluated based on the evaluation criteria as stated below. A 1000-point scale will be used to create the final evaluation recommendation. When assessing points, a 1-10 scale will be utilized and multiplied by the weight assigned.

A. SCORING METHODOLOGY

The Technical Evaluation Team (TET) will review and evaluate the Proposals using the following scale:

| Points | Guidance |
|---------------|--|
| 9 - 10 | <u>Outstanding</u> : Meets all of the requirements / exceeds expectations / excellent probability of success in achieving all objectives / very innovative. |
| 6 - 8 | <u>Above Average</u> : Exceeds minimum requirement / sound response / very good probability of success. |
| 4 - 5 | <u>Average</u> : Meets minimum requirement / has a reasonable probability of success. |
| 2 - 3 | <u>Fair</u> : Partially responsive / falls short of meeting basic expectations / has a low probability of success. |
| 1 | <u>Poor</u> : Inadequate / fails to meet the requirement. |
| 0 | <u>Failure</u> : No response / the information is missing altogether. |

B. EVALUATION CRITERIA

The following criteria and weighting scheme will be utilized to evaluate Proposals:

| Evaluation Criteria | | Maximum Points | Weight | Maximum Score |
|---------------------|---|----------------|--------|---------------|
| A. | Project approach and management plan including a clear understanding of the project scope and technical requirements. | 10 | 5 | 50 |
| B. | Capability and expertise of the proposed firm(s) to include experience in performing the scope of work. | 10 | 25 | 250 |
| C. | Knowledge and qualifications of the proposed Project Manager including expertise on the legislative process of the Virginia General Assembly, necessary political savvy and relationship-building skills to successfully engage with elected and appointed officials on behalf of NVTC, and the ability to participate and/or lead coalitions to successfully enact legislation to benefit the mission of NVTC. | 10 | 30 | 300 |
| D. | Knowledge and qualifications of the proposed personnel for the project team including depth of experience in state public transit programs and policy, state taxation and revenue policies, and other legislative or administrative activities that may directly affect the successful functioning of NVTC and its mission. | 10 | 30 | 300 |
| E. | Price | 10 | 10 | 100 |
| TOTAL POINTS | | | | 1000 |

20. QUALIFICATIONS OF OFFERORS:

NVTC may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to furnish the item(s) and the Offeror shall provide NVTC all such information and data for this purpose as may be requested. NVTC reserves

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

21. REVISIONS PRIOR TO DATE SET FOR RECEIPT OF PROPOSALS:

NVTC reserves the right to revise or amend this RFP prior to the date set for receipt of proposals. Such revisions and amendments, if any, will be announced by an amendment or amendments to this RFP. Such amendments as may be issued will be posted on NVTC's website. If the revisions and amendments require material changes, the date set for receipt of proposals may be postponed by such number of days that, in the opinion of NVTC, will enable Offerors to revise their proposals. In such cases, the amendment will include an announcement of the new date for receipt of proposals.

22. ACKNOWLEDGEMENT OF AMENDMENTS:

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

23. KEY PERSONNEL:

Certain skilled, experienced, professional and/or technical personnel are essential for successful accomplishment of the work to be performed under the contract. These are defined as "Key Personnel" and are those persons whose resumes were submitted as part of the technical proposal for evaluation. Key personnel are expected to work on the contract for its duration, so long as they continue to be employed by the contractor, unless removed from work on the contract with the consent of, or at the request of, NVTC.

24. ADDITIONAL INFORMATION:

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

25. CONFLICT OF INTEREST:

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

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

26. SMALL, WOMEN, MINORITY AND SERVICE-DISABLED VETERANS OWNED BUSINESS:

NVTC believes it is imperative to maximize the participation of small businesses, including those owned by women, minorities, and service-disabled veterans, in all of our contracting opportunities. To that end, where it is practicable for any portion of the awarded contract to be subcontracted, the Offeror is encouraged to offer such business to small, women-owned, minority, and/or service-disabled veteran-owned businesses.

27. INSURANCE CHECKLIST:

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

28. PROJECT MANAGER AND PROJECT OFFICER:

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

| | |
|------------------------|------------------------|
| <u>Project Manager</u> | <u>Project Officer</u> |
| Katherine A. Mattice | Katherine A. Mattice |
| Executive Director | Executive Director |
| NVTC | NVTC |

29. NOTICE OF AWARD:

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

30. EXECUTION OF CONTRACT:

The successful Offeror shall execute the contract and furnish the Insurance Certificates and Form W-9 Request for Taxpayer Identification Number and Certification 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 Contractor. 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.

31. FAILURE TO EXECUTE CONTRACT:

Should the successful offeror fail to execute the Contract within ten (10) calendar days after receipt and submit the required Insurance Certificates, NVTC may, at its option, determine that the Offeror has abandoned the Contract, and, thereupon, the Proposal and acceptance shall be null and void. NVTC may also seek all available remedies at law and equity.

32. NOTICE-TO-PROCEED (NTP):

A “Notice-To-Proceed” (NTP) will be issued separately upon execution of the Contract. Contract performance shall begin on the date set forth in the written NTP. The NTP shall start the time for which the Contractor is responsible for completion.

Section B
Procurement Schedule

| <u>Date</u> | <u>Activity</u> |
|--------------------------|--|
| April 5, 2024 | Issue RFP |
| 12:00 PM, April 17, 2024 | Submission of Written Questions |
| 5:00 PM, April 26, 2024 | Answers to Material Questions Posted |
| 5:00 PM, May 3, 2024 | Proposal Due Date |
| May 2024 | Interviews (optional) |
| June 7, 2024 | NVTC notifies top firm of intent to recommend contract award |
| June 18, 2024 | Notice of Award |
| July 2024 | Contract Signed and Notice to Proceed |

Section C
Scope of Work

State Government Relations Services

OVERVIEW

- A. The Contractor must provide all labor, supervision, materials, supplies, and transportation required to complete the scope of services to the satisfaction of NVTC and shall maintain a full-time office in proximity to Richmond, Virginia in an effort to be readily available to NVTC or General Assembly members on an as-needed basis.
- B. The Contractor shall support the development of a legislative agenda for NVTC by working cooperatively with member jurisdiction staff and other interested parties to implement and achieve approved legislative goals.
- C. With the guidance of NVTC, the Contractor shall produce products that convey the legislative objectives of all interested parties based on any input they may provide to NVTC.
- D. The Contractor shall work under the direction of the NVTC Executive Director or her designee.
- E. The Contractor must manage NVTC's account in a business-like manner, consistent with NVTC's needs, and conform to the highest possible industry and quality standards.
- F. In the performance of this Contract, the Contractor shall comply with Section E – Contractor Terms and Conditions included in this solicitation.

GENERAL REQUIREMENTS

The Contractor shall be responsible for, but not be limited to, the following tasks:

- A. Provide government relations and legislative services required to assist NVTC in its effort to achieve specific state legislative objectives to be identified by the Executive Director, NVTC's Legislative and Policy Committee, and the Commission as a whole.
- B. Represent NVTC on state legislative, regulatory, and administrative matters that do or may impact NVTC.
- C. Develop and produce tangible materials to support NVTC activities which shall include promoting public transportation, future transit projects, efforts to gain funding for projects and other state government relations activities.
- D. Attend meetings at the NVTC headquarters located at 2300 Wilson Blvd, Arlington, Virginia, when requested.

- E. Perform work as required depending upon the Contractor's expertise and the needs of NVTC, within the areas of government relations, strategic planning, legislative branch services, executive branch services and administrative services at the state level.

GOVERNMENT RELATIONS

At the direction of NVTC, the primary duty of the Contractor shall be to monitor, track, and advise on public transit or other issues of importance to NVTC at the Virginia General Assembly, state agencies, Commonwealth Transportation Board and/or the Office of the Governor. Other tasks to be performed may include, but are not limited to, the following:

- A. Work with the Office of the Governor and General Assembly (including member and relevant Committee staff) to advise and provide information on public transit issues.
- B. Review and comment on proposed legislation, state budget information and other state legislative issues of interest to NVTC.
- C. Act as a liaison with various state agencies, including but not limited to, the Virginia Department of Transportation (VDOT) and the Virginia Department of Rail and Public Transportation (DRPT).
- D. Serve as a liaison to the Commonwealth Transportation Board and its members.
- E. Represent NVTC interests by meeting with elected officials, local chamber of commerce groups, boards, and leadership groups to provide information and education regarding issues related to public transit.
- F. Provide political and policy analysis and research, critical feedback, and comments on issues and activities impacting public transit.
- G. Develop proactive and reactive legislative proposals in consultation with NVTC staff and the NVTC Legislative and Policy Committee.
- H. Work with government relations representatives from NVTC member jurisdictions, PRTC, the Virginia Transit Association, and other transit providers throughout the Commonwealth to coordinate a regional and statewide approach to transit issues.

LEGISLATIVE STRATEGIC PLANNING

The Contractor shall be responsible for, but not be limited to, the following tasks:

- A. Assist with strategic planning by identifying current or potential issues of concern, proactively advising NVTC on issues that may impact rail or transit policies or programs or other emerging long-range issues and provide practical plans/initiatives for addressing them.
- B. Provide guidance and consultation on NVTC's research-based strategic plans for reducing opposition or building citizen support for transit or rail related issues/projects, including

preparation of actionable outreach plans that evaluate likely causes of opposition; specify activities needed to respond to each type of community resistance and identify persuasive messages and concessions.

- C. Provide advice and counsel to NVTC in the following general areas: statutory impediments to transit or rail operation, performance measures related to transit or rail operation, etc.

LEGISLATIVE BRANCH SERVICES

The Contractor shall be responsible for, but not be limited to, the following tasks:

- A. Assist NVTC with the implementation of its adopted legislative agenda to include drafting of legislation, regulations, policy statements, and position papers consistent with the issues of concern and interest.
- B. Recommend and arrange meetings with legislative leadership, committee chairmen, and individual members to discuss, advocate or oppose, inform, and educate on issues of concern and interest to NVTC.
- C. Identify and attend interim and regular session legislative committee meetings and any relevant task force or sub-committee meetings considering legislation or which include a discussion of issues of concern and interest to NVTC during the strategy period.
- D. Represent and testify on NVTC's behalf at legislative committees regarding issues of concern and interest.
- E. Periodically report on legislative activities and prepare or contribute to a weekly tracking report of legislation or issues of concern to NVTC discussed during legislative sessions.

EXECUTIVE BRANCH SERVICES

The Contractor shall be responsible for, but not be limited to, the following tasks:

- A. Serve as a contact for NVTC with all Executive Branch agencies, specifically DRPT and the Secretary of Transportation, for the purpose of representing the interests of NVTC.
- B. Contribute to and review position papers and comments to regulations and policy statements consistent with the issues of concern and interest to NVTC.
- C. Recommend and arrange meetings with executive branch officials, including the Governor's office and all cabinet secretaries, to discuss, advocate or oppose, inform, and educate on issues of concern and interest to NVTC during the strategy period.
- D. Identify and attend any executive branch task force, study groups or public hearings on issues of concern and interest to NVTC.

ADMINISTRATIVE SERVICES

The Contractor shall be responsible for, but not be limited to, the following tasks:

- A. Serve as a primary contact for NVTC and manage the interests of NVTC when NVTC staff is not present in Richmond.
- B. Support any additional NVTC activities such as legislative forums, meetings, and other events as may be deemed appropriate.
- C. Monitor state legislation that may directly or indirectly impact NVTC, its members, rail programs and the transit industry in general.
- D. Complete any and all required filings by the Commonwealth of Virginia, including, but not limited to, Secretary of State Lobbying Reports.

Section D

Contractor Deliverables and Payments

1. **PAYMENT TERMS:**

Monthly progress payments will be made to the firm 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.

2. **INVOICES:**

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

Northern Virginia Transportation
Commission Attn: Katherine A. Mattice
2300 Wilson Boulevard, Suite 230
Arlington, Virginia 22201
katemattice@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:

- a. Name, Address, Email, and Telephone Number of Contractor
- b. NVTC Contract Number
- c. Invoice Number
- d. Date of Invoice
- e. Period and Description of Services Rendered
- f. Travel costs related to the project and supporting documentation (such as receipts for lodging). NVTC uses the U.S. General Services Administration (GSA) rate for lodging and mileage rates.
- g. Total Invoice Amount
- h. Total Cumulative Amount of Invoices

3. **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.

4. 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.

5. PAYMENT TO SUBCONTRACTOR:

A contractor is hereby obligated:

- a. To pay the subcontractor within seven (7) calendar 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 (7) calendar 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 calendar 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. This clause applies to both DBE and non-DBE subcontractors. Work may be credited toward DBE goals only when payments are actually made to DBEs.

6. 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 calendar 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 E

Contractor Terms and Conditions

1. CONTRACT REQUIREMENTS:

NVTC 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.

2. 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.

3. 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) Request for Proposal (RFP)
- d) Contractor's Accepted Proposal

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.

4. 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.

5. 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.

6. CONTRACTOR RESPONSIBILITIES:

Contractor shall be responsible for completely performing, supervising and directing the work under this contract and all subcontractors that it may utilize, using the skill and attention ordinarily used by members of the same profession practicing in the Washington, D.C. metropolitan area for similar work. Subcontractors who perform work under this contract shall be responsible to the contractor. Contractor agrees that it is as fully responsible for the negligent acts and omissions of its subcontractors and of persons employed by the contractor as it is for the negligent acts and omissions of its own employees.

7. 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 (10) calendar days after the occurrence of the event giving rise to the claim or within ten (10) calendar 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 calendar 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 calendar 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 calendar 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 dispute 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.

8. 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.

9. TERMINATION FOR CONVENIENCE OR DEFAULT:

NVTC may terminate this contract, or any portion of it, by serving a thirty-day (30) prior 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.

10. 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.

11. ACCESS TO RECORDS:

The contractor agrees to provide NVTC, 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, 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.

12. TESTING/INSPECTION:

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

13. 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.

14. 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 materials and equipment.

15. 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.

16. 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.

17. 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 negligent acts or omissions of contractor or the negligent 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.

18. ETHICS IN PUBLIC CONTRACTING:

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

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

19. 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.

20. 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, religion or disability. In addition, contractor agrees to comply with applicable federal implementing regulations and other implementing requirements.
- (2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
 - (a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq. (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, disability, religion 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.

(2) 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.

21. 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 veteran-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.

22. 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.

23. INSURANCE REQUIREMENTS:

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

requirements are met.

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

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

and their 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 ten (10) calendar 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 negligent acts and omissions of the subcontractors and of persons employed by them as it is for the negligent 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.

24. 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 calendar 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 F

Required Attachments to Proposal

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

ATTACHMENT A

**NORTHERN VIRGINIA TRANSPORTATION COMMISSION
INSURANCE COVERAGE REQUIRED**

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

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

OFFEROR AND INSURANCE AGENT STATEMENT

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

OFFEROR

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:

Corporation _____

Partnership _____

Sole Proprietor _____

Small Business _____

Disadvantaged Business Enterprise (DBE) _____

Certified by _____

Organized under the laws of the State of _____

Principal place of business located at _____

Authorized to do business in VA Yes _____ NO _____

B. VIRGINIA CONFLICTS OF INTEREST & PUBLIC PROCUREMENT

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

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

C. OTHER INFORMATION

1. General character of work performed by your firm:

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

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

4. 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 department or agency.

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

(Prime Contractor) _____
or

(Subcontractor) _____

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

Signature of Authorized Official

Name (Printed)

Title of Authorized Official

Date

ATTACHMENT D

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

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 Offeror

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.

Offeror Date