

**NORTHERN VIRGINIA TRANSPORTATION COMMISSION
REQUEST FOR PROPOSALS**

Project Title: TransAction 2040 Northern Virginia Regional Transportation Plan

Request RFP No. 10-01

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Electronic copies of RFP: www.thinkoutsidethecar.org and www.thenovaauthority.org

<u>Issue Date:</u>	March 5, 2010
<u>Written Questions Due:</u>	March 25, 2010
<u>Optional Pre-Proposal Conference:</u>	March 30, 2010 at 2:00 PM
<u>Proposal Due Date/Time:</u>	May 24, 2010 at 4:00 PM
<u>Location:</u>	NVTC, 4350 North Fairfax Drive, Suite 720, Arlington, VA 22203

DESCRIPTION OF WORK: The Northern Virginia Transportation Commission (NVTC) is requesting proposals from qualified firms to assist the Northern Virginia Transportation Authority (NVTA) in updating the region's long-range transportation plan. RFP tasks include the completion of an inventory and accompanying cost estimates for transportation projects, analysis using the latest version of the Metropolitan Washington Council of Governments (MWCOC) travel demand model or an alternative approach with discussion and approval of the TransAction 2040 Subcommittee, highway and transit level of service analysis, the design and facilitation of a public involvement program and project prioritization process. These and optional tasks are described fully in Section B: Scope of Work.

OPTIONAL PRE-PROPOSAL CONFERENCE: An optional pre-proposal conference will be conducted at NVTC on March 30, 2010 at 2:00 PM EDT. Attendance is not required. Please RSVP to Mr. Adam McGavock of NVTC by March 25, 2010 (or by March 23, 2010 if you require special accommodations at the meeting) and provide the number of persons from your organization that will attend and contact information should NVTC need to change the location due to space constraints. The purpose of this conference is to allow potential Offerors an opportunity to ask questions and receive answers about this solicitation. You are encouraged to submit written questions to be discussed at the conference in advance to Mr. McGavock at NVTC to help ensure more complete answers. Questions also may be presented orally or in writing at the meeting. Questions and answers will be posted as they are available on NVTC's and NVTA's websites. Directions to the NVTC office are available on NVTC's web site at <http://www.thinkoutsidethecar.org>. If the Offeror does attend the pre-proposal conference, he or she should bring a copy of the RFP. Any changes resulting from this conference will be issued in a written addendum to the solicitation. Offerors should contact NVTC to place their name on the project distribution list to be assured of receiving any addenda.

ORAL PRESENTATIONS: Oral presentations with top-ranked firms are tentatively scheduled to be held on June 8 and 9, 2010 at NVTC.

TYPE OF CONTRACT: Cost Plus Fixed Fee, subject to a maximum. 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 July 9, 2010, with project completion anticipated within about 20 months of notice to proceed.

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Section A

Background and Instructions to Offerors

Context

The transportation challenges facing the Northern Virginia region are:

- The number of vehicles, trips made and miles driven have far out-paced the capacity of our roadways.
- Population and employment continue to grow, but transportation funding has not kept sufficient pace to meet the region's mobility needs.
- The current "Hub and Spoke" transportation network does not address the regional "Web" pattern of suburb-to-suburb trip making effectively, particularly across modes of transportation.
- Air quality continues to be of great concern.
- Metrorail capacity on lines serving Northern Virginia is critically constrained.
- Aging infrastructure continues to require more transportation dollars, reducing available revenue for system expansion.
- Incomplete trail and sidewalk networks reduce the potential for bicycle and pedestrian activity in the region.

Background

In July 2002, the Virginia General Assembly created the Northern Virginia Transportation Authority (NVTA) and charged it with developing a regional transportation plan. Northern Virginia consists of the counties of Arlington, Fairfax, Loudoun, and Prince William; and the cities of Alexandria, Fairfax, Falls Church, Manassas and Manassas Park. One of NVTA's primary responsibilities is to recommend transportation projects to the Commonwealth Transportation Board (CTB) for funding. NVTA is also responsible for preparing a long-range transportation plan for Northern Virginia. The Authority is comprised of 17 members; nine are mayors or chairmen, or their designees, of the nine cities and counties that are members of the Authority; two are members of the House of Delegates; one is a State Senator; and two are citizens appointed by the Governor. In addition, the Director of Virginia's Department of Rail and Public Transportation and the Commonwealth Transportation Commissioner, or designee, and a representative of the five towns which maintain their own roads (Dumfries, Herndon, Leesburg, Purcellville, and Vienna) serve as non-voting members.

The NVTA adopted the TransAction 2030 Long Range Transportation Plan in FY 2007, updating the Northern Virginia 2020 Transportation Plan that was produced by the Virginia Department of Transportation (VDOT) under the direction of the Transportation Coordinating Council (TCC) of Northern Virginia, which the NVTA replaced. A 1999, the TCC resolution specified that the updated Plan should be presented to the member jurisdictions every five years. NVTA's authorizing legislation contains a similar requirement.

TransAction 2030 identified eight major corridors in Northern Virginia. Since TransAction 2030 was adopted in FY 2007, a number of transportation projects have been completed. At the same time, the transportation funding crisis has deepened, and the region continues to grapple with air quality concerns. Our region's leaders have responded through their initiation and support of ongoing efforts that recognize the linkage among transportation, land use, air quality and other

quality of life indicators. Some of these efforts include the Transportation Planning Board's (TPB) Regional Mobility and Accessibility Study, the Northern Virginia Regional Commission's (NVRC) Alternative Transportation and Land Use Activity II (ATLAS II) Study, and the Commonwealth of Virginia's VTRANS 2035, the statewide, long range multi-modal transportation plan. The objectives of the latest NVTA plan update, known as TransAction 2040, will be to re-evaluate travel demand throughout the Northern Virginia region, analyze the performance of the existing and planned transportation networks for various modes of travel, identify projects that will facilitate improved performance of the transportation network, and prioritize and estimate the cost of improvements needed between now and 2040, noting the lessons offered by other regional and state initiatives.

The Vision adopted by the Transportation Coordinating Council and the NVTA states:

In the 21st century, Northern Virginia will develop and sustain a multimodal transportation system that supports our economy and quality of life. It will be fiscally sustainable, promote areas of concentrated growth, manage both demand and capacity, and employ the best technology, joining rail, roadway, bus, air, water, pedestrian and bicycle facilities into an interconnected network.

The goals established for the TransAction 2040 Plan, which are built on those for the TransAction 2030 Plan include:

- Provide an integrated, multi-modal transportation system
- Provide responsive transportation service to customers
- Respect historical and environmental factors
- Maximize community connectivity by addressing transportation and land use together
- Incorporate the benefits of technology
- Identify funding and legislative initiatives needed to implement the Plan
- Enhance Northern Virginia relationships among jurisdictions, agencies, the public and the business community.

To attain these goals, the projects identified for TransAction 2040, when taken as a whole should:

- Measure and illustrate how transit improvements improve highway LOS
- Identify/quantify locations of poor network performance
- Provide increased road and transit capacity
- Improve connections to, from and between activity centers for all modes and populations
- Use technology for more efficient system operations (ITS)
- Integrate transportation operations coordination and traveler information
- Improve connectivity of the regional bicycle and pedestrian trail system
- Incorporate pedestrian and bicycle improvements into roadway improvement projects
- Maintain the existing system for maximum performance
- Provide a multi-modal solution

While these goals are consistent with previous plans, the TransAction 2040 process should be informed by recent research on the connection between land use and transportation, and the increasing awareness of the environmental impacts of vehicle emissions. The consultant team will assist the NVTA in evaluating the transportation needs, proposed projects and cost estimates for improvements needed between now and 2040. Through analysis and a prioritization process that is integrated with a robust public involvement program, the consultant will help the NVTA prioritize the identified projects and develop current and year of expenditure

cost estimates. The final section of the Scope of Work (Section B) provides a list of resources that the NVTA's Jurisdiction and Agency Coordinating Committee (JACC) and its member jurisdictions will provide to the consultant for use in this project. The JACC's TransAction 2040 Subcommittee will coordinate the development of the TransAction 2040 Plan and will serve as the primary sounding board for the project, with the NVTA being the decision making body that will ultimately approve the Plan.

Project Coordination

The consultant will report directly to NVTA's Project Manager, who is responsible for ensuring that the planning process is proceeding according to the direction given by the NVTA and TransAction 2040 Subcommittee dedicated to this planning effort. The technical approach will be supervised and all deliverables reviewed by the TransAction 2040 Subcommittee chaired by Monica Backmon (who will serve as NVTA's Project Manager) and staffed by local jurisdictions, Department of Rail and Public Transportation-Virginia (DRPT), VDOT, WMATA, VRE, Potomac and Rappahannock Transportation Commission (PRTC), and NVTC. Consultants should plan for two rounds of review and revision for all project deliverables; once with the TransAction 2040 Subcommittee and once with the JACC. NVTC's Contract Manager is responsible for ensuring expenditures are made according to the budget and schedule.

The TransAction 2040 Subcommittee ("subcommittee") of the JACC will assist in identifying and facilitating contact with the appropriate stakeholder groups to confer with during the project including those identified in the NVTA By-laws. Specifically, these NVTA (by-law) created working groups are the Technical Advisory Committee (TAC) and the Planning Coordination Advisory Committee (PCAC).

A. Technical Advisory Committee (TAC).

- (1) Charge. This committee of individuals with multi-modal expertise and regional focus shall be responsible for reviewing the development of major projects and potential funding strategies and providing recommendations to the NVTA. "Development of projects" means the identification of projects for the NVTA Long Range Transportation Plan and the NVTA Six Year Program, and the application of performance-based criteria to the projects identified.
- (2) Membership. The committee shall consist of nine individuals who reside or are employed in counties and cities embraced by the Authority and have experience in transportation planning, finance, engineering, construction, or management. An effort shall be made to have multi-modal representation, to include highway, transit, pedestrian, and bicycle expertise as well as being balanced regionally. The NVTA will recommend a list of members each year and request that the chief elected officer from relevant jurisdictions appoint selected persons to the committee. Initially, half the locally appointed members will serve a one year term. The other half will serve two year terms. Subsequently, members will serve three year terms. The chairman of the Commonwealth Transportation Board (CTB) will appoint three members to three year terms. Locally appointed members may be removed by the Chairman of the NVTA for failure to attend three consecutive meetings or if the member no longer resides or is employed in an NVTA jurisdiction.

B. Planning Coordination Advisory Committee (PCAC).

- (1) Charge. This committee shall be responsible for advising the NVTA on broad policy issues related to the periodic update of the NVTA's Long Range Transportation Plan (e.g., TransAction 2030) and the development of the NVTA's Six Year Program with

special consideration to regional transportation, land use and growth issues and provide advisory recommendations to the NVTA.

- (2) Membership. All members shall be elected officials from jurisdictions embraced by the NVTA. Such membership shall include, as a minimum, one elected official from each town that is located in any county embraced by the NVTA and receives street maintenance payments. [Remaining membership TBD.]

Note: These two committees have not yet been finalized by NVTA.

Instructions to Offerors

1. PURPOSE OF RFP/SCOPE OF WORK:

The purpose of this RFP is to procure technical consulting services to create the TransAction 2040 Long Range Transportation Plan for Northern Virginia. A detailed scope of work follows in Section B.

- 2. EXPLANATION TO OFFERORS:** A request for any explanation desired by an Offeror regarding the meaning or interpretation of this RFP, specification, or other solicitation documents must be in writing and submitted at least three weeks prior to the proposal due date to allow sufficient time for a reply to reach all Offerors. Questions and answers will be posted as they are available on NVTC's and NVTA's websites.

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 furnished to all prospective Offerors known to NVTC.

Unless otherwise stated, the term "NVTC" means "NVTC and NVTA."

- 3. 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 specifications or related documents or amendments thereto.
- 4. 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.
- 5. SUBMISSION OF PROPOSAL AND PROTECTION OF PROPRIETARY INFORMATION:** One original and 12 paper copies plus one electronic original on a CD or USB flash drive of the proposal in response to this RFP are due not later than 4:00 PM on May 24, 2010. NVTC reserves the right to reject any and all proposals received after that time. NVTC also reserves the right to waive irregularities. Separate technical and price proposals should be submitted.

Submit proposals to NVTC's Contract Manager for the project:

Adam McGavock, Director of Planning
Northern Virginia Transportation Commission
4350 North Fairfax Drive, Suite 720
Arlington, Virginia 22203

A proposal may be mailed or delivered in person to NVTC prior to the due date. Delivery of proposals can be made between 9:00 A.M. and 4:00 P.M., Monday through Friday.

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 # 10-01 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.

6. **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, although the acceptance period may be extended by mutual agreement between NVTC and the Offeror.
7. **AWARD OF THE CONTRACT**: NVTC will award the contract on the basis of the evaluation factors included in the RFP to the Offeror deemed to be fully qualified and best suited among those submitting proposals. NVTC reserves the right to award the contract on the basis of the price and technical information provided in the Offeror's original proposal. Offerors are cautioned to ensure that all representations in the proposal are complete and accurate, as the contract may be awarded without further negotiation.

If NVTC deems that a more advantageous agreement can be reached through negotiation, NVTC may elect to negotiate with one or more Offerors. After negotiations have been conducted with each Offeror so selected, NVTC shall select the Offeror, which, in NVTC's opinion, has made the best proposal and shall award the contract to that Offeror. NVTC may cancel this RFP or reject a proposal 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. Should NVTC determine in writing and in its sole discretion that only one Offeror is fully qualified or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of this RFP, Contract Provisions, and the Contractor's Proposal as agreed upon by NVTC, plus such other terms and conditions as may be mutually agreed.

8. **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.
9. **AWARD FOR ALL OR PART**: Unless otherwise specified, NVTC may, if it is in the best interest of NVTC to do so, award all or part of the proposal to any Offeror whose proposal is

the most responsible and responsive and whose proposal meets the requirements and criteria set forth in the Request for Proposals with respect to the items in question.

10. **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.
11. **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.
12. **PROTEST OF AWARD:** An Offeror wishing to protest a decision to award a contract must submit the protest, in writing, to NVTC no later than 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 10 days after receipt of the protest, the Executive Director of NVTC will issue a written decision stating the decision on the protest and the reasons for the action taken. This decision is final. Further action, if desired by an Offeror, must be taken by instituting action as provided by the Code of Virginia.
13. **CONTRACT AWARD AND BOND REQUIREMENTS:** The Offeror whose proposal is accepted shall, within the time established in RFP # 10-01, enter into a written contract with NVTC. Upon request of NVTC, the contractor shall furnish both a performance bond and a payment bond in the amount indicated in the General Terms and Conditions (Item #29, Section D). The costs of such bonds are eligible project expenses.
14. **COMPETITIVE NEGOTIATION**
 - a. General - This procurement will be conducted using the procedures of competitive negotiation of technical proposals.
 - b. Interviews and Negotiations - After receipt of initial proposals, written or oral discussions may be conducted with some or all responsive Offerors to the extent necessary to rank order the proposals, resolve uncertainties and consider any revisions. Basic questions will not be left for later agreement during price revisions or other supplemental proceedings.

If negotiations are conducted with several Offerors, whether successively or not, all Offerors selected to participate in negotiations will be offered an equal opportunity to submit technical or other revisions as required. Complete agreement on all basic requirements shall be the objective of these negotiations.
 - c. Complete Proposals – Offerors are urged to ensure that price and technical proposals are full and complete. NVTC may elect to award the contract based solely on the Offeror's initial proposal.
 - d. Best and Final Offer – If negotiations are conducted, all Offerors with whom negotiations have been conducted will be informed of the specified time and date to submit their Best

and Final Offer. The Best and Final Offer shall be each Offeror's most favorable price proposal for the technical proposal which has been clarified and agreed to during negotiations.

15. 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.
- d) Technical Approach and Work Plan (**60 page maximum for a description of the base tasks + 15 page maximum for a description of optional tasks = 75 page total 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 Services" of this RFP. The work plan must discuss the staffing level(s) required to complete each task, as well as the relative effort that each member of the proposed project team will devote to the project. The work plan also must include a task-by-task/sub-task-by-sub-task schedule of the time required to complete the project. 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 in order to complete the entire project within 20 months following the notice to proceed. The schedule shall include progress reporting and project meetings with adequate time for NVTC and the NVTI Interim Technical Committee 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 # 10-01; 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.

In describing their approach in Tasks 3 and 4, consultants should include in their proposals a strategy for incorporating the TransAction 2030 Plan methodology or a similar process for prioritizing transportation improvements and achieving regional acceptance in their TransAction 2040 proposal. This process should be integrated with the public involvement program, and thoroughly communicated with stakeholders. The consultant should demonstrate how the prioritization process is linked to the goals and objectives and addresses the mobility, environmental, land use, and funding challenges identified in the above section. The methodology will not only be used to prioritize the projects in the TransAction 2040 Plan, but may also be used by the NVTI in subsequent years to prioritize those projects that are included in future CLRP updates, TIP updates, and other initiatives. All types of transportation projects will be prioritized (transit, highway, ITS, commuter parking, bicycle and pedestrian projects).

The consultant should explain how they would approach the analysis tasks and identify any options that they believe will be necessary to complete the project and meet the needs of the NVTA. This includes any additional network and demand analysis needed to reach a set of transportation improvements that, if implemented between now and 2040 would result in the best reduction in congestion in the Northern Virginia region. This includes not only roadway congestion but also transit capacity issues as well.

The consultant should clearly demonstrate their capability in using the TPB staff's most current travel demand model. They should clearly describe the model inputs, calibration procedures, and recommended outputs for this study.

The effective visual presentation of the outputs is of utmost importance to the NVTA. The format of outputs should be described to show how these outputs will be presented so that the layperson can understand how well the various networks tested measure against the problems listed above.

Preferred presentation formats include maps, graphs, and other figures, as opposed to spreadsheets of data. Add-on modules that are compatible with the regional travel forecasting model will be viewed positively if they are able to enhance the public involvement effort, use a multi-modal perspective to evaluate improvements, and assist decision-makers with evaluating improvements to accomplish regional mobility, environmental protection, land use, and quality of life goals. The consultant should propose their approach for development of an interactive tool for communicating the results of modeling and forecasting the transportation network and how the outcomes will impact individuals and communities. This tool should be incorporated into the public involvement program.

In the development of the TransAction 2040 Plan, the consultant should indicate how they intend to communicate with project steering committees, official oversight bodies, jurisdictions, regional bodies, state agencies and the public who will be impacted by the development of the plan. Public information and participation are critical to this project and should be considered integral to each component of the study. While the parties to the process vary greatly, consistency is essential in communicating effectively.

At the early stages of the project, the consultant – in coordination with the subcommittee - will prepare a detailed meeting schedule, which will include key communication points, key decision points, and ongoing project updates by the 2040 Subcommittee and consultants for JACC, NVTA, jurisdictional leaders, and stakeholders, in addition to the public communication activities.

- e) Proposed Quality Assurance Program (**5 page maximum**). The quality assurance program should clearly describe how the Offeror 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.
- 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 two pages 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 two pages 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.

In addition to the above, the Offeror shall provide a list of contracts within the past five years, if any, on which failure to complete the work within the specified time resulted either in the assessment of damages or contract termination.

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) Attachments

Attachment A: NVTC Insurance Coverage Required.

Attachment B: RFP Submission Form.

Attachment C: Certification of Restrictions on Lobbying.

Attachment D: Disadvantaged Business Enterprise Statement.

Attachment E: Schedule of Disadvantaged Business Enterprise Participation Statement.

Attachment F: Price Summary Sheet

The separate price proposal shall include:

a) Title page – name of the firm, local address, telephone number, fax, 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, other expenses included in the proposed cost. The Offerors should explain and provide details of any conditions which might increase or reduce the cost of the proposed services.

16. EVALUATION CRITERIA: NVTC will use the best value selection method as the basis for award. The proposals will be evaluated by a team of local, regional, and state agency staff. Recommendations will be made by this evaluation committee to NVTC's Executive Director. The Executive Director, in turn, will make a recommendation to NVTC's Board of Directors, which must act to approve the contract award. Final award is contingent upon subsequent approval by the NVTA. All proposals will be evaluated for responsiveness and responsibility. Those proposals found to be responsible and responsive will then be evaluated according to the evaluation criteria set forth in this RFP. The committee shall conduct an evaluation based on information set forth in the proposal, past performance, and references of each firm. An evaluation of optional tasks will be done on short-listed proposals to assess best value to NVTC. The selection committee will base its evaluation on the following criteria:

a) Quality of Proposal

Such as:

- Clarity and conciseness of writing style
- Effective use of graphic elements
- Clear organizational structure
- (Rating Value=5 points)

b) Analysis Tools and Methodology

Such as:

- Demonstrated understanding and ability to use the MWCOG travel demand model/discussion and consideration of the alternate travel demand method
- Quality of the Bus and Rail level of service (LOS) methodology and demonstrated understanding and ability to apply transit level of service to this project
- Demonstrated knowledge of highway link Level of Service
- Demonstrated geographic information system skills
- Demonstrated bicycle and pedestrian planning knowledge
- Understanding of park-and-ride lot LOS analysis
- Understanding of regional ITS projects
- Demonstrated ability to incorporate various financial plans into the update
- (Rating Value=35 points)

c) Public Involvement Process

Such as:

- Are the mechanisms for linking the public involvement process to the prioritization process, including the technical merit of the project, likely to be successful?
- How likely is it that the process will be successful in getting high attendance at the workshops?
- Demonstrated expertise in dealing with the public and media
- Understanding of stakeholders
- (Rating Value=15 points)

d) Transportation Improvement Prioritization Methodology

Such as:

- Is the proposed methodology logical? Likely to be successful? Defensible?
- Does it cover a range of evaluation criteria?
- (Rating Value=15 points)

- e) Demonstrated experience of the proposed project team and key personnel in performing similar projects
Such as:
 - Experience and qualifications of principal staff, to be identified by name, which will be assigned to this project
 - Relevance of past projects
 - Understanding by key personnel of the transportation, land use, and environmental issues, challenges, and opportunities in Northern Virginia
 - Quality of proposed management plan
 - (Rating Value=15 points)

- f) Inclusion of certified disadvantaged business enterprises
 - (Rating value = 5 points)

- g) Cost
 - (Rating value = 10 points)

Total = 100 Points

Based on the results of the preliminary evaluation, the highest ranked firms may be invited to make oral presentations to the selection/evaluation committee. Such presentations may include, but are not necessarily limited to, explanations of the proposed approach, work plan, and qualifications of the firm(s). This committee will then conduct a final evaluation of the firms.

The award will be made to the responsible Offeror whose offer conforms to the solicitation and is most advantageous to NVTC, cost or price and other factors considered. For this solicitation, technical quality is more important than cost or price. As proposals become more equal in their technical merit, the evaluated cost or price becomes more important.

17. **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.

18. **REVISIONS PRIOR TO DATE SET FOR RECEIPT OF PROPOSALS:** NVTC reserves the right to revise or amend RFP # 10-01 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. Copies of such amendments as may be issued, will be furnished to all prospective Offerors and 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.

19. **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.

- 20. **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, the NVTC.
- 21. **ADDITIONAL INFORMATION:** NVTC reserves the right to ask any Offeror to clarify its offer.
- 22. **FHWA AND DRPT REQUIREMENTS:** Funds for this project are provided by FHWA through its Regional Surface Transportation Program via an agreement with DRPT. Accordingly, all applicable FHWA and DRPT requirements will apply, including regulations, policies, procedures and directives.
- 23. **CONFLICT OF INTEREST:** The successful Offeror and their officers and employees shall comply with the provisions of the Virginia Conflict of Interest Act (Section 2.1-639.1 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 these ends, 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.

- 24. **DISADVANTAGED BUSINESS ENTERPRISE (DBE):** Where it is practicable for any portion of the awarded contract to be subcontracted, the Offeror is encouraged to offer such business to minority and/or women-owned businesses.
- 25. **NONDISCRIMINATION:** Offeror shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, or faith-based organization.
- 26. **INSURANCE CHECKLIST:** A checklist of required insurance coverage is 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. A copy of the declarations page is acceptable for errors and omissions insurance. 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.
- 27. **CONTRACT MANAGER, PROJECT MANAGER AND PROJECT OFFICER:** For this project, the following individuals will serve as managers and officer:

<u>Contract Manager</u> Adam McGavock Director of Planning NVTC	<u>Project Manager</u> Monica N. Backmon Chairman, NVTA TransAction 2040 Project Sub-committee	<u>Project Officer</u> Richard K. Taube Executive Director NVTC
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28. PROCUREMENT SCHEDULE

Please note that dates are tentative and may change without notice.

<u>Date</u>	<u>Activity</u>
March 5, 2010	Issue RFP
March 25, 2010	Written Questions on RFP Due
March 30, 2010 at 2:00 PM	Pre-proposal Conference
May 24, 2010 at 4:00 PM	Proposal Due Date
June 1, 2010	Short-listed firms notified
June 8 and 9, 2010	Oral Presentations
June 24, 2010	NVTC notifies top firm of intent to recommend contract award
July 1, 2010	NVTC action on selection committee recommendation
July 8, 2010	NVTA action on selection committee recommendation
July 9, 2010	Notice of Award
August 2, 2010	Contract Signed and Notice to Proceed
April 3, 2012	Project Completion

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 Performance and Payment Bonds as required and the Insurance Certificates to NVTC within 10 calendar days after the Notice of Award has been issued. The contract will be in writing and shall be executed in the number of copies required by NVTC. One fully executed original shall be delivered to the 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.

Section B

Scope of Work

Task 1: Finalize Work Plan

The consultant's initial task for this project is to refine and finalize the scope of work, overall project approach, public outreach plans and project schedule. The consultant will accomplish this task by conferring with the TransAction 2040 Subcommittee members and other stakeholders.

During these preliminary discussions, the consultant might need to incorporate optional tasks, as needed, into the scope of work.

This task will precede the Kick-off Meetings. Task 5 in the scope of work provides detail on what is expected.

The outcome of Task 1 will be a finalized work plan with deliverables and project schedule, including all expected presentation materials, flyers and communications materials. Please review the task descriptions below for items required to be presented as part of Task 1 discussions.

Task 2: Inventory of Regional Transportation Needs

The second task of this project will be to identify the transportation needs for Northern Virginia up to the year 2040. The consultant will, at a minimum, review "TransAction 2030", identify regional factors influencing travel demand such as population growth patterns, land use, employment and demographic data, and establish the framework for the analysis in Task 3.

The consultant will be expected to seek input from the Planning Coordination Advisory Committee (PCAC), an advisory committee affiliated with the NVT A. This committee, when appointed, will be one of the committees responsible for providing input on regional transportation, land use and growth issues.

The consultant should also be familiar with the Transportation Planning Board's (TPB) approved 2009 Constrained Long Range Plan (CLRP), which was developed with a number of scenarios incorporating land use and transportation objectives and the 2010 CLRP under development by the TPB.

2.1 Review Existing Plans

In this task, the consultant will examine the previous TransAction 2030 plan processes and outcomes.

The consultant will review all relevant plans prepared either regionally or by affected jurisdictions, including jurisdictional transportation master plans, transit development plans, comprehensive plans, and other relevant studies, that have been completed since TransAction 2030 was adopted.

The consultant will provide a summary of the existing plans to the TransAction 2040 Subcommittee, the JACC and the NVT A TAC and request any additional input regarding existing plans that need review. After review by the TAC and the JACC, the consultant will

produce a technical memorandum which details the transportation plans that have been reviewed, and identify any conflicts in terms of transportation improvements or strategies among the adopted plan documents that will need to be addressed in subsequent tasks.

2.2 Identify Demographic Data for Analysis

In this subtask, the consultant will gather necessary demographic information to assess trends that will impact transportation demand in Northern Virginia. The data should include:

- The 2007-2008 MWCOG/TPB Household Travel Survey performed by the TPB is incorporated into the travel demand model used in analyzing the transportation networks.
- The most up-to-date population, household and employment projections to 2040 adopted by the TPB in developing the inventory of transportation needs.
- Demographic trends results from recent transportation plans performed in the region, including the I-66 Corridor Transit/TDM study, the Fairfax Connector Transit Development Plan, the Loudoun County Transportation Plan, the Arlington County Master Transportation Plan, the City of Alexandria Transportation Master Plan, and other plans as identified, that include demographic projections that further inform the transportation demand in Northern Virginia in the future.

The consultant should prepare a presentation of the demographic data to the TransAction 2040 Subcommittee for discussion and incorporation in the demand analysis. Any major discrepancies identified among the data reviewed should be included in the discussion.

2.3 Identify Transportation Plans and Projects for Analysis

Once the demographic inputs affecting transportation demand are identified, the consultant will begin looking at the project lists from the TransAction 2030 Plan, and the other transportation plans that have been developed in the region.

The project lists will need to be revised to reflect the outcome of completed projects, jurisdictional plans, regional plans, statewide plans, including strategic plans for transportation and traveler information systems, and corridor studies conducted since the previous plan was adopted.

The consultant team will obtain project lists and existing cost estimates from various recent planning efforts, including the 2010 CLRP, VDOT's six-year plan, the Washington Metropolitan Area Transportation Authority's (WMATA) Capital Improvement Program, the Virginia Railway Express (VRE) Strategic Plan, the Statewide Surface Transportation and Statewide ITS Plans, Jurisdictional Transit Development Plans (TDP), Jurisdictional Transportation Master Plans, VTrans2035 Statewide Long Range Intermodal Transportation Plan, and other relevant agency and jurisdictional plans.

Cost estimates should be in 2010 dollars and the consultant may be asked to inflate these cost estimates to year of expenditure. The consultant should develop new cost estimates for any projects for which current estimates do not exist or for which the existing estimate is more than two years old.

As the plans are reviewed, discrepancies or gaps should be noted. For example, Virginia's long-range multimodal transportation plan, VTrans2035, identified 11 "Corridors of Statewide Significance" that represent major connections to the Commonwealth's major activity centers. Four out of 11 corridors traverse through Northern Virginia (I-66, I-95/395, U.S. Route 29 and U.S. Route 15). Three of the four state-identified corridors are included in the TransAction 2030

regional corridor list. In VTrans 2035, these statewide corridors were broadly defined to include nearby or parallel roadways and rail lines. In this example, the consultant should identify nearby or parallel roadways and rail lines when examining other regional corridors. In TransAction 2030, the plan identified the following regional corridors:

1. Dulles/VA Route 7 Corridor
2. Loudoun County Parkway/Tri-County Parkway and VA 234/VA 659 Corridor
3. VA 28 Corridor
4. Prince William Parkway (VA 3000) Corridor
5. Fairfax County Parkway (VA 7100) Corridor
6. I-66/US 29/US 50 Corridor
7. I-495 Beltway Corridor
8. I-95/I-395/US Route 1 Corridor
9. "Corridor 9" – other projects not clearly in one of the other specific corridors but within Northern Virginia

The deliverable from this subtask will be a current list of transportation projects including cost estimates for transit, highway, intelligent transportation systems (ITS), commuter parking, bicycle, and pedestrian projects. Discrepancies identified by the consultant, such as "network gaps" or "emerging corridors", should be highlighted for discussion with the TransAction 2040 Subcommittee.

All projects completed since TransAction 2030 was adopted should be noted for inclusion in the baseline transportation network for the modeling to be completed in Task 3.

2.4 Identify New Projects for Inclusion in Plan

Based on input from the various documents reviewed in Task 2.3, the local jurisdictions, the TAC, citizens and other stakeholders as well as the modeling effort undertaken in Task 3, the consultant shall identify a list of new projects to be included in TransAction 2040. In identifying new projects, the consultant team shall give consideration to the movement of freight in addition to ingress/egress movement to Dulles Airport. The consultant will develop cost estimates for each of these projects.

2.5 Identify Land Use Plans for Analysis

In addition to the land use scenario used to project travel demand in the MWCOG's 2010 CLRP planning process, the consultant will identify alternative land use assumptions including the Northern Virginia Regional Commission's (NVRC) Alternative Transportation and Land use Study Phase II (ATLAS II) recommendations, and the MWCOG's CLRP Aspirations Scenario. These assumptions, which make adjustments to residential and employment assumptions in the baseline models, have been developed to create more transit-oriented land use scenarios for analyzing the effectiveness of the transportation network.

The consultant will identify a land use strategy that allows such analysis that is acceptable to the TransAction 2040 plan participants and present this to the TransAction 2040 Subcommittee for discussion. The consultant is not expected to develop a new land use scenario from scratch for this task.

The final product of Task 2 will be a demographic analysis, a current list of transportation projects with updated costs to be implemented through 2040, a list of projects completed since TransAction 2030 was developed, and a set of land use scenarios to be included in the transportation network analysis in Task 3.

Task 3: Analysis

The primary objective in Task 3 is to take the inputs identified in Task 2 and test various transportation networks and land use scenarios to determine how well these factors or assumptions address the projected or anticipated congestion in the Northern Virginia region.

The consultant will use the most current approved MWCOG travel demand model available to generate a series of maps and other outputs that will clearly show the effect of transportation improvements on levels of congestion and other evaluation criteria.

3.1 Travel Demand Model Runs

The consultant will develop and present a set of network and land use scenario analyses to help decision-makers in the region understand future demand and prioritize projects. With this objective, the consultant should consider alternative travel demand forecasting approaches and discuss their potential outcomes with the TransAction 2040 Subcommittee prior to finalizing a specific modeling approach in Task 1. It is recognized that this is a critical portion of the project.

In addition to considering simply applying the existing regional conformity model, the consultant should also consider the following strategy provided by VDOT staff, and discuss how this would be implemented or improved upon:

Potential Modeling Approach for Plan Development

Use a demand trip table to develop the Plan to address gridlock, not the conformity trip table. The conformity trip table is developed based on transportation supply and speed feedback. It is based on the theory that severely congested transportation conditions in a corridor or subarea will cause individuals to change the location of their housing and/or employment to shorten their trips. Using this trip table for Plan development could result in locating infrastructure improvements in corridors that will not give us the most effective investments because they are not based on demand.

Example of Using Conformity Model Trips for Plan Development

Use of the conformity model trips can lead to anomalies. As an example, in the previous TransAction 2030 Plan the modeling for the I-66/Route 50 corridor outside the Beltway forecast a good 2030 LOS even though there was a large increase in land activity growth in this corridor by 2030 and even though there were no significant infrastructure improvements planned in this corridor. The most probable explanation for this anomaly is that the conformity supply side trip table changed trip patterns by shortening trip lengths, changing trip distributions and diverted the remaining trips to other corridors that the model finds still having capacity. This trip diversion is OK for conformity where we want to estimate emissions to see if we can meet the emissions budget but can produce suspect results when used for plan development.

The Need for a Trip Table Based on Demand for Plan Development

A demand trip table is based on what the volumes would be if we have LOS D/E or better on all our major arterials and freeways. LOS F speeds in the model distort future trip patterns and volumes in trip table development.

Final TransAction 2040 Plan Product

The final TransAction 2040 Plan could be developed and based on a 2040 demand trip table (by mode). This approach would provide more direct input into prioritizing the elements in the plan based on the criterion of their contribution to reducing regional congestion. In the final plan, convert all trips to vehicle trips and load them onto this highway network, without speed feedback. Calculate LOS for each road segment on this highway system. Finally, compare the

Delta LOS on each roadway segment for the “with and without” transit improvement networks. This will show practically all roadways at LOS F/G before transit and almost all roads at LOS E or better after the transit improvements. Where we have improved LOS above LOS D, meaning we are now at LOS C or better, it could be the transit improvement in this corridor is too much, given scarce resources. This would be a very dramatic map and show a good picture of why we need to put transit money where we are proposing to put it. Also, this approach could lead to making better transit plans, like putting more transit where LOS F occurs and less transit where LOS C occurs.

The results of this exercise will be used in the project based performance evaluation outlined in section 3.2.

As noted above, the demand trip table approach may offer advantages for more clearly identifying congested corridors and prioritizing improvements based on congestion relief. However further discussion about the use of this approach should occur during Task 1.

The consultant is expected to begin with the updated TransAction 2030 network, reflecting the current status of projects that have been completed, adding new projects and eliminating projects that are no longer being considered to show where the TransAction 2040 process begins in addressing the projected travel demand. The consultant will obtain the 2010 CLRP network (round 7.2A or most current cooperative forecast) for 2040 from the TPB staff.

The consultant should determine the model runs and inputs needed that will facilitate the prioritization process in Task 4. The strategy developed for this task should be explained thoroughly, with deliverables clearly identified so that all options are clear and can be finalized in Task 1.

The deliverable for Task 3.1 is a set of transportation demand model outputs based on agreed-upon network and land use scenarios for a 2040 base network as well as an alternative land use network.

3.2 Analysis of Model Output

The consultant should consider the project evaluation process that was adopted by the NVTA and used to help prioritize projects for the TransAction 2030 Plan. In this task, the consultant will prepare the data necessary to undertake the prioritization effort. In TransAction 2030, projects were ranked against each criterion by mode using a (consumer report) approach that was translated into numerical values. The individual criteria are shown below. In conducting this ranking, the consultant shall also consider the results of the market research undertaken in Section 5.2.

Qualitative Project-Based Performance Evaluation Criteria

How well does a project perform compared to other projects in the corridor?

- *Activity Center Connections*
- *Multi-modal Choices*
- *Person Throughput*
- *Intermodal Connections*
- *Management and Operations Urgency*
- *Need for Rehabilitation*
- *Compatibility with Local Plans*
- *Land Use Support*

- *Improved Bicycle and Pedestrian Travel Options*
- *Reduced Roadway Congestion*
- *Safety*
- *Cost Sharing*
- *Freight Movement*

Network-Based Performance Evaluation Criteria

How well does the overall system perform?

- *Provide an Integrated Multi-modal Transportation System*
- *Improve Mobility*
- *Improve Accessibility*
- *Improve Transportation Land Use Linkage*
- *Protect the Environment*

Scored projects and network model runs are used to develop a set of prioritized projects that will be presented to the public for comment and approval by the NVTA. The consultant should have understanding of this process as the model outputs are analyzed.

3.2.1. The consultant will analyze the model results and determine which combination of projects best addresses the projected travel demand and reduces congestion for the horizon year in each scenario modeled. Mode shares should reflect the availability of alternatives in the underlying network and in the project list.

3.2.2. The consultant will use the US DOT's federal guidance on cost/benefit analysis issued in reference to the Transportation Investments Generating Economic Recovery (TIGER) Grant application issued in May of 2009 to establish a set of values for each project. The cost/benefit analysis will be added to the other project based performance evaluation criteria.

The deliverable for Task 3.2 is a report to the TransAction 2040 Subcommittee showing the list of projects that are planned in the region, and their benefit to the transportation network. The impact on network performance of the projects should be prepared for presentation and discussion with the TransAction 2040 Subcommittee.

3.3 Development of Level of Service (LOS) Maps Showing Network Performance

One of the most important outputs from the modeling exercise is LOS maps for each of the transportation networks described above. The highway LOS maps provided in the TransAction 2030 summary report have proven quite useful. The region's leadership has frequently referred to these maps to explain the region's transportation needs and advocate for additional funding. The NVTA is seeking LOS maps for highway, rail, bus and pedestrian and bicycle transit.

3.3.1. Highway LOS Maps

The consultant should consider the following in the development of the LOS maps:

- Coding the 2040 Plan highway and transit network and running the TPB Version 2.3 (or most current) travel demand model;
- Developing highway LOS maps using similar criteria to those in the TransAction 2030 Plan.

3.3.2. Transit LOS Maps

The consultant should consider the following in the development of the LOS maps:

- The Transit Capacity and Quality of Service Manual (TCQSM) offers one methodology for computing transit LOS. The Highway Capacity Manual adapts four transit LOS measures from the TCQSM for a more simplified methodology. The Florida Department

of Transportation Q/LOS Handbook offers an alternative transit LOS methodology, in part, by adding an adjustment factor for street crossing difficulty for pedestrians.

- Forecasts of corridor-level transit person trips, including the ratio of peak transit demand to available capacity;
- Frequency of bus service (buses per hour) compared with land use density (households and jobs per acre, households and jobs in transit travel sheds);
- Access to transit as defined by the percentage of jobs and households within ¼ mile of bus or ½ mile of rail service or within a particular travel time by all connecting modes;
- Change in transit travel time between activity centers;
- Transit ridership;
- Revenue hours of bus and rail services;
- Revenue miles of bus service.

3.3.3. Pedestrian and Bicycle LOS Maps

The consultant will map LOS in terms of connectivity with and access to destinations and multimodal facilities throughout the region. The network should include the Northern Virginia trail network and all existing and planned pedestrian and bicycle facilities. The consultant should identify gaps in the network on the map.

3.3.4. Park and Ride Lot LOS Maps

The consultant will develop a LOS map for park and ride lots in the region. In essence, this will be a park and ride lot capacity and utilization map, which will include parking at rail stations located around the region. This will be done by creating a nomenclature for indicating capacity such as identifying “red” lots that fill up before the end of the AM peak travel period, “yellow” lots that fill up sometime during the day, and “green” lots that have available parking throughout the day. Updated park and ride capacity and usage data can be obtained through the recently completed VDOT Northern Virginia Park and Ride Lot Feasibility Study, WMATA, VRE, and local jurisdictions.

The deliverable for Task 3.3 will be a series by mode of Level of Service maps indicating the ability of the projects to impact the network performance. The consultant will present the LOS maps to the TransAction 2040 Subcommittee for discussion.

3.4. Feedback Loop

If at the end of the analysis in Task 3, any segment or facility of the network is still functioning at LOS F or worse, the consultant, in conjunction with local governments, state agencies, the TransAction 2040 Subcommittee and the TAC, will identify additional projects to address these problem areas and the consultant will rerun the prioritization and the LOS analysis with these additional projects.

At the end of Task 3, the consultant should prepare a presentation of the draft list of projects to the stakeholder groups upon approval by the TransAction 2040 Subcommittee.

Task 4: Prioritization of Improvements

4.1 Develop Prioritization Approach for Public Input

Using a combination of the NVTA-approved criteria and the cost-benefit analysis developed by the consultant in Task 3, the consultant shall prepare for robust public input into the prioritization process.

The consultant should incorporate the prioritization process previously used by NVTA in the TransAction 2030 Plan indicating how he or she intends to perform a similar process to gather regional support and buy-in for the array of needed transportation projects and establishment of

regional prioritization to enable progress to be made under a range of potential funding realities. Input will be expected to be provided by the PCAC and TAC of the NVTAs as well as the public and regional stakeholders. The consultant should show how the goals and objectives of the TransAction 2040 Plan will be presented and discussed with the public, and how the input received will be incorporated into the final plan. Some possible discussion topics may include:

- The types of projects which are most effective in meeting transportation needs
- The types of projects that are most urgently needed
- The ability to pay for transportation improvements
- The relative importance of the projects to the individual, the community and the region in terms of time savings, cost per mile or per trip, environmental considerations

This approach should be implemented at one of the two sets of public workshops outlined in section 5.3.

4.2 Qualitative and Quantitative Prioritization Process

As developed for the TransAction 2030 Plan, the following criteria have been approved in establishing priorities among transportation projects. The consultant should use these criteria in ranking the projects identified in prior tasks as benefiting the network. The values assigned to each project through this process should be indicated in a detailed project list.

Qualitative Project-Based Performance Evaluation Criteria

How well does a project perform compared to other projects in the corridor?

- *Activity Center Connections*
- *Multi-modal Choices*
- *Person Throughput*
- *Intermodal Connections*
- *Management and Operations Urgency*
- *Need for Rehabilitation*
- *Compatibility with Local Plans*
- *Land Use Support*
- *Improved Bicycle and Pedestrian Travel Options*
- *Reduced Roadway Congestion*
- *Safety*
- *Cost Sharing*
- *Freight Movement*

Network-Based Performance Evaluation Criteria

How well does the overall system perform?

- *Provide an Integrated Multi-modal Transportation System*
- *Improve Mobility*
- *Improve Accessibility*
- *Improve Transportation Land Use Linkage*
- *Protect the Environment*

The deliverable for this subtask is a detailed list of projects with values assigned based on the above qualitative and quantitative criteria.

The consultant should develop and/or apply a Transportation Ranking Model such as that described in Attachment A to assist in evaluating the performance of network elements with respect to mobility and cost.

4.3 Cost/Benefit Analysis for Project Prioritization

The consultant should establish a process for evaluating projects consistent with the federal guidance provided for applicants in the “Grants for Transportation Investment Generating Economic Recovery” or “TIGER Discretionary Grants” process. The link to the guidance is <http://edocket.access.gpo.gov/2009/pdf/E9-11542.pdf>. Once approved by the TransAction 2040 Subcommittee, the consultant should use this process to establish cost/benefit values to the list of projects identified in Task 3.

The deliverable for this subtask is a detailed list of projects with values assigned based on the cost/benefit analysis developed by the consultant to be presented to the TransAction 2040 Subcommittee, JACC and the TAC. Further public presentations will follow the development of this deliverable.

Task 5: Public Information and Participation

The consultant, upon approval in Task 1 of the finalized communications program, including the materials needed, the timeframe for each type (technical memorandum, summary report, presentation, graphics, etc.) will execute the communications program. The consultant will work in a collaborative way to ensure that communications are targeted effectively and are timely in their delivery. Communications outreach should, at a minimum, include:

- Project development process – JACC, PCAC, TAC, etc.
- Project updates – JACC, PCAC, TAC, NVTA, NVTC, PRTC, TPB, VDOT, DRPT, WMATA
- Project Input opportunities – JACC, PCAC, TAC, NVTA, NVRC, VDOT, DRPT, WMATA, Jurisdictions, citizens
- Communication with relevant elected bodies
- Communication with agency/jurisdiction professionals
- Communication with other community stakeholders/informed interests
- Communication with the public

5.1 Plan and Schedule

The consultant should prepare a plan and schedule for regular meetings with all of the affected groups, as well as regular opportunities to communicate with the public. Additional public involvement opportunities may become evident as the project progresses, and should be anticipated as much as possible.

The consultant should describe its plan for advertising meetings to generate interest among stakeholders and the public.

Throughout the project process, the consultant should make every effort to include all impacted populations including people with disabilities and those with Limited English Proficiency (LEP). Particular languages include Spanish and Korean. Alternative formats should also be made available upon 48 hours notice.

The outcome of this task will be a communications and meeting schedule that is determined in Task 1.

5.2 Market Research

In addition to communicating the progress of the project, a market research component shall be accomplished to capture perceptions of the proposed transportation plan, projects and investments, and how to fund these investments. Development of priorities by mode and location is a necessary part of the plan development process. As a major component of the public involvement process, which will occur throughout the project, a strategic plan with measurable results to engage the public must be included.

The consultant should indicate what type of interaction is intended and how that will be conducted strategically throughout the project process, and be prepared to discuss this in Task 1. For example, in the TransAction 2030 Plan, a telephone survey was completed. Other area plans have used on-line surveys targeting residents of specific geographic areas. Use of the latest technologies available to solicit input from citizens should be incorporated while also communicating with groups who may not be able to access these technologies. Use of both the data resulting from those efforts and the questions that those efforts left unanswered should be considered. Methods for dissemination of the survey instrument as well as the results should be explained, and should be designed to maintain statistical validity in the process. The results are expected to be used to validate the modeling outcomes, as well as the prioritization process described in Tasks 2 and 3.

A clear and concise writing style should be used in all documentation. Graphics and other visualization tools should be used to help communicate technical information such as projects and costs, modeling techniques and outcomes, and project prioritization. Communicating complex concepts in simple, easy to understand language and format is also critical.

5.3 Public Information

The consultant will be responsible for the preparation and distribution of press releases and other mechanisms to communicate with the public via the media. Media contact should be initiated at key project milestones: to announce the kick-off, to advertise the public workshops, and to publicize the final NVTA endorsement of the Plan update. While the consultant may respond to general project questions from the media, the consultant will not serve as the project spokesperson. All policy questions will be directed to the Chairman of the NVTA.

5.3.1 The consultant will prepare a plan for its responsibilities for writing and editing the updated Plan document. Use of standard desktop publishing features such as headings, styles, and labeled tabs should be used to ensure the Plan is both easy to read and convenient to use as a reference document. The final TransAction 2040 Plan is expected to be approximately 100 pages in length and include associated maps, tables, and other figures. Hard copies of this final document will be distributed to NVTA members, JACC members and Northern Virginia's 50 public libraries (main and branches). Five additional copies will be distributed to each NVTA jurisdiction. Public distribution of the document will be provided primarily via the website and CD ROM copies (approximately 200 to be made).

5.3.2. Similar to the summary materials developed for TransAction 2030, the consultant will be responsible for the creation of a four-color summary brochure and associated color maps. Two 28"x 21" four-color foldable maps will be presented on one sheet of paper (using both front and back). The consultant should produce a 12-page (8.5" x 11") summary brochure that includes a front and back cover with a back cover pocket for the insertion of the maps. Inside pages will be made of approximately 100 pound gloss or semi-gloss FSC or recycled paper. Cover pages will be on 150-200 pound recycled cover stock. Pages will be stapled. Text and graphics will appear on all pages, including the front and back of the cover pages, and on the pocket. The consultant will be responsible for the professional printing of up to 9,500 copies of the summary brochure and maps.

5.3.3. The consultant will be responsible for the creation and printing of five separate editions of a two-page, two-sided fact sheet that will be distributed at the public workshops. These will be of a lower-cost quality than the summary brochure but may include colored headers and figures. These fact sheets will be made available on the project website in Adobe PDF format and mailed upon request. The consultant should produce 2,000 copies of each fact sheet.

The consultant will supply the master copies of camera ready documents and electronic files of all public information materials to the Project Manager.

5.3.4. The consultant will be responsible for the design, posting, and maintenance of an ADA accessible project website and email address to make project information widely available and keep the public up-to-date on the study process. The consultant needs to maintain an exclusive, easy-to-remember phone number for the duration of the project. Access for people with hearing impairments must also be considered. The project website will also include a comment form whereby interested citizens can submit their comments, suggestions and inquiries. A strategy for documenting comments received via the website and integrating those comments into the study process should be developed. The website should be attractive to visitors through unified color schemes and graphics and by making up-to-date information available for review and download. Links must be provided to NVTC, NVTA, and Northern Virginia Regional Commission (NVRC) websites.

5.3.5 The consultant team will be responsible for addressing citizen questions about the project by assigning a knowledgeable staff person to answer telephone calls and respond to citizen mail and email inquiries. The consultant will maintain a mailing list and email list of individuals who attend the public workshops and other persons interested in the project. The consultant will create quarterly four-color, four-page (11X17 double-sided and folded) newsletters that will be sent to this mailing list of approximately 2,000 addresses.

5.4 Public Participation in Workshops and Hearings

In addition to the two sets of four public workshops described below, the consultant will be requested to attend a public workshop to kick-off the study. The workshop will be organized and facilitated by staff rather than the consultant; however it is important that the consultant attend the workshop to understand the breadth of issues raised by the public.

Two sets of four public workshops are envisioned to occur concurrently with each Task 2 and Task 4, the prioritization of improvements. These workshops will be held around the region in strategic locations such as:

- Inside the Beltway/Arlington/Alexandria/Falls Church
- Southeastern Fairfax County/US Route 1/I-95 Corridor
- Dulles Airport Corridor/Herndon/Loudoun County
- Centreville/Manassas/ Prince William County

While the TransAction 2040 Subcommittee will provide recommendations on venues, the consultant will be responsible for making all workshop arrangements, handling logistics including signage for interior and exterior of facility, coordination with VDOT for use of variable message signs, documenting the meeting and public comments, and providing necessary supplies, including any large-scale plotted maps, flip chart paper, easels and markers, and information materials. Materials in alternative formats, including recorded and large print, sign language interpreters (ASL or Exact Sign English) and translators for non-English speakers and devices for people with hearing impairments need to be made available upon request. Light refreshments (water, coffee and cookies) and incentives for the public to attend should also be included. The consultant will prepare a presentation on the analysis and its outcomes and will deliver this presentation at each of the two sets of four public workshops. The consultant will also be responsible for workshop advertising through such means as public service

announcements, press releases, bus ads, and web-based announcements, etc. The goal is to get 100 people (not including consultant and jurisdictional staff persons and NVTA members) to attend each of the sets of workshops. All key perspectives should be represented at each of these workshops, including employers, users of and advocates for all transportation modes (roads, transit, and bicycle and pedestrian facilities), smart growth advocates, environmentalists, seniors, persons with limited English proficiency, and persons with disabilities. The consultant should budget suitable incentives to achieve the attendance goal.

The purpose of the workshops is twofold. First, the consultant will brief the public on the outcome of the inventory and analysis completed in tasks one and two. Second, the workshops will engage participants in project prioritization. Consultants should clearly explain in their proposals in detail, how they intend to involve the public in this prioritization effort. Creative and interactive techniques are encouraged. Concrete recommendations should evolve from these workshops so that they can be relayed to the NVTA prior to the NVTA's final decision on priorities. Offerors should explain how input will be obtained, documented, and delivered to the NVTA, and how NVTA action on the input is communicated back to workshop participants and the general public. The consultant will facilitate the workshops and prepare a workshop summary document.

As part of the public involvement program, two sets of public hearings will be conducted to gather formal comments regarding the plan document, one at the draft phase, and one prior to adoption. A third set of public meetings will be held to present the draft final findings and outcomes.

Task 6: Project Coordination

Consultants should plan for two rounds of review and revision for all project deliverables; once with the TransAction 2040 Subcommittee and once with the JACC. One week prior to a meeting with the JACC or the TransAction 2040 Subcommittee, the consultant will provide electronic copies of any deliverables to be reviewed. Graphics files, including GIS maps should be exported into a file format that committee members can open such as PDF or PowerPoint. The consultant also should bring 30 hard copies of deliverables and other handouts to JACC meetings, and 15 hard copies of the same to TransAction 2040 Subcommittee meetings. This includes color copies of any pages that require color to be easily understood. The consultant should also bring one copy of any large-scale presentation materials. Additional refinements of deliverables may be requested by the NVTA.

The following table outlines the total number of meetings by audience that the consultant is expected to attend. With the exception of the initial kick-off meetings with the NVTA and the public, the consultant will be expected to organize, handle the logistics, and attend these meetings. Typically, monthly meetings with the TransAction 2040 Subcommittee will be working meetings to review and provide input on the project progress, and to prepare for presentation to the JACC, followed by other meetings as appropriate with the public and/or NVTA.

	NVTA TransAction 2040 Subcommittee	JAC C	NVTA	PCAC	TAC	TPB Tech Committee	Public Workshops (4 per series)	CTB
Kick-off	√		√				√	
Monthly meetings	√	√						
Draft public workshop presentation		√	√					
Public workshop series							√	
Prioritization exercise	√	√	√	√	√			
Draft TransAction 2040 Plan presentation			√	√	√		√	
Final TransAction 2040 Plan presentation		√	√	√	√	√		√

Available Resources

The following resources are currently available online or will be provided to the consultant by the JACC during the study.

- NVTA approved work plan for 2030 Plan Update
- NVTC, NVTA, NVRC websites
www.thinkoutsidethecar.org
<http://www.novaregion.org/index.html>
<http://www.thenovaauthority.org>
- Link to TPB Vision
<http://www.mwcoq.org/transportation/activities/vision/>
- 2030 Plan and Public Information Materials
<http://www.thenovaauthority.org/projects.html#transaction>
- Link to the State's ITS Plan/Program
<http://www.drpt.virginia.gov/studies/files/STR-DRPT%20ITS%20Plan%202009-08-29.pdf>
- VTRANS 2035
<http://www.virginiadot.org/projects/multi-default.asp>
- VDOT Northern Virginia Park and Ride Lot Feasibility Study, including data tables and GIS files
<http://www.virginiadot.org/projects/studynova-ParkRide-feas.asp>
- Regional Employment Centers from the 2030 Plan in GIS format
- Northern Virginia Regional Bikeway and Trail Network Study
<http://www.fhiplan.com/novabike/>
- GIS Files for Bicycle Latent Demand Analysis completed for above study
- VDOT Northern Virginia Centric Regional ITS Architecture
<http://www.vdot-itsarch.com/nova/novaindex.htm>
- VDOT Six-Year Improvement Program
<http://syip.virginiadot.org>
- Metropolitan Washington Area ITS Architecture
<http://www.mwcoq.org/transportation/activities/operations/architecture.asp>
- Final Report on the Development of a Continuing Process for Monitoring Performance Data on Transit-related ITS Investments
http://www.thinkoutsidethecar.org/pdfs/monitor_performance_its_investments.pdf
- MWCOG Version 2.2 (TP+ format) network files

- 2009 CLRP network
- CLRP Aspirations network
- TPB's Short-Term Needs Study
- Six-year Transportation Improvement Program
<http://www.mwcog.org/clrp/projects/tip/>
- National Capital Region's Financially Constrained Long-Range Transportation Plan (CLRP)
<http://www.mwcog.org/clrp/>
- MWCOCG's currently approved population, household and employment figures
- MWCOCG Regional Activity Clusters GIS files
- MWCOCG Mobility and Accessibility Study
<http://www.mwcog.org/transportation/activities/regional/>
- 1999 Performance of Regional High-Occupancy Vehicle Facilities on Freeways in the Washington Region: An Analysis of Travel Time. National Capital Region TPB.
- Greater Washington 2050 draft Region Forward
http://www.GreaterWashington2050.org/Reports/Region_Forward_COG_Board1-13-09.pdf
- Congressional ITS Earmarks
- Development of an Advanced Public Transportation Plan for the Fairfax Connector Bus System
- WMATA's Regional Bus Study Summary Document
<http://www.wmata.com/pdfs/planning/RegBusStudy.pdf>
- WMATA's Capital Improvement Program (6-year and 10-year CIPs)
- WMATA Strategic Plan
- VRE Strategic Plan
http://www.vre.org/about/strategic/strategic_plan.htm
- Base GIS maps from VDOT, WMATA, VRE, local jurisdictions and other agencies
- Local Comprehensive Plans and Transportation Elements
- Arlington County Master Transportation Plan
http://www.arlingtonva.us/departments/EnvironmentalServices/dot/planning/mplan/mtp/MTP_Draft.aspx
- Virginia Department of Rail and Public Transportation's Studies
<http://www.drpt.virginia.gov/studies/default.aspx>
I- 95/395 Transit TDM report
I-66 Transit TDM report
Transit ITS Strategic Plan

HIGHWAY AND TRANSIT RANKING MODEL

One of the most important elements in any prioritization process is how each highway or transit improvement reduces congestion, not just for today but for future years based on how the region is expected to grow.

VDOT has a model using outputs from the regional MWCOG/TPB model or any other similar travel demand forecast model to estimate regional vehicle hours of delay reductions resulting from each highway and transit improvement. Say we have 100 highway improvements and 30 transit improvements to rank. The Ranking Model uses the future trip table and mode split percentages from the travel forecast model and the 2010 Base Highway network to determine rankings. This is accomplished by identifying the reduction in delay on the highway network that is attributable to each highway or transit project individually. The “best” improvement is the one that produces the greatest reduction in delay (or alternatively, the greatest reduction in delay per dollar cost). This improvement is then added to the Base Network and the process is repeated for another 129 times to find the second “best” improvement. Delay reductions are counted in the rankings only if the reductions are below a threshold LOS. For example, if we say the threshold is LOS E, then any project that improves vehicle hours of delay reductions from LOS D to a higher LOS is not counted for ranking purposes. This model is run in batch mode meaning it runs all by itself for 3 or 4 days on the computer to rank all 130 highway and transit improvements. The consultant will provide all the inputs, run the model with VDOT’s assistance initially, and analyze the model outputs.

Tasks for the consultant are as follows:

Data collection from MWCOG/TPB which will be made available from VDOT:

- Base year highway network
- Base year mode split percentage table
- Available 2040 highway network
- Available 2040 mode split percentage table
- Available 2040 home-based work auto driver trip table

Data preparations for input to Ranking Model:

- Identify all highway and transit improvements for testing
 - Highway improvements are identified with an ID number coded to all links identified with that improvement.
 - Transit improvements are identified by listing all TAZs within a given distance (say 2 miles) of the improvement
- Code the TransAction 2040 highway and transit improvements to the proposed 2040 networks.
- Prepare the other inputs to run the travel demand forecast model and then run model.
- Prepare a table of costs for each of the highway and transit improvements (VDOT has a table for estimating highway costs).
- Prepare all inputs to run VDOT’s Multi-Modal Ranking Model. VDOT staff (Mazen Dawoud 703 383-2229 or Bill Mann 703 383-2211) will help as needed.

Post analysis after running the Ranking Model and reruns if desired:

The consultant needs to analyze the model results for each ranking. Undoubtedly, some anomalies will appear. For example, a few improvements ranked very low will be found to have a “mistake” in the network coding for those improvements. All mistakes found in network coding need to be fixed. Finally the model with corrections needs to be rerun to get corrected rankings.

The model does have the capability to override a jurisdiction bias or a modal bias. Thus, the consultant should budget to do several re-runs to get equity by mode and jurisdiction as requested by the NVTA. Examples of possible runs;

- Initial regional ranking using LOS E threshold for both highway and transit modes.
- Rankings using LOS D for transit and LOS F for highways. (This will give transit preferential treatment compared to highways.)
- Rankings within each jurisdiction.
- Regional ranking setting different thresholds by mode by jurisdiction. We could test for Arlington a transit threshold at LOS C and highways at LOS F. For Prince William we could set the opposite: F for transit and C highways. This will rank transit high for inner jurisdictions and highways for other jurisdictions. This is just an exaggeration and not recommended for testing. It just illustrates a point for flexibility in modeling ranking runs.

Once all the inputs are prepared, re-running the model to test various model thresholds by jurisdiction and LOS is simple, taking only a few minutes to make a change, for most reruns. If the NVTA wants to see the results of several tests, the consultant may wish to reserve several computers since each run takes days on the computer, but only minutes to submit a rerun. The Ranking Model’s results are similar to those of the Texas Transportation Institute (TTI), which say we are the second worst congested large metropolitan area in the nation. TTI measures delays below a threshold of LOS C on only freeways and major arterials. It does not model arterials and collectors, while our model does. This TTI compatibility means we could estimate where we would stand in national rankings among large metropolitan areas if we could build the top 10 rankings, or top 20, etc.

Section C

Contractor Deliverables and Payments

1. **DELIVERABLES:** Project deliverables are summarized below in accordance with project Tasks in Section C of this RFP.
 - a. Task 1.1 – Create a finalized scope of work
 - b. Task 1.2 – Create a finalized public outreach plan including presentation materials
 - c. Task 1.3 – Create a finalized project schedule
 - d. Task 2.1 – Create a summary of existing 2040 transportation plans for approval by the NVTA TAC and JACC. Upon approval by NVTA, produce a technical memorandum which details the transportation plans reviewed, and identify any conflicts in terms of transportation improvements or strategies among the adopted plan documents that will need to be addressed in subsequent tasks.
 - e. Task 2.2 – Prepare a presentation to the TransAction 2040 Subcommittee summarizing the demographic forecasts identified for inclusion in the transportation demand analysis. Identify any major discrepancies or inconsistencies found in the forecasts.
 - f. Task 2.3 – Compile a current list of transportation projects including cost estimates for transit, highway, intelligent transportation systems (ITS), commuter parking, bicycle, and pedestrian projects to be included in the TransAction 2040 plan. All projects completed since TransAction 2030 was adopted should be noted. Include a set of land use scenarios to be included in the transportation network analysis in Task 3.
 - g. Task 2.4 – Identify new projects for inclusion in the plan with cost estimates for each.
 - h. Task 2.5 – Identify scenarios of land use plans and assumptions for analysis in Task 3, including a strategy acceptable to TransAction 2040 participants.
 - i. Task 3.1 – Create a set of transportation demand model outputs based on agreed-upon network and land use scenarios.
 - j. Task 3.2 – Using the model run output from Task 3.1, create a report showing the list of projects that are planned in the region, and analyze their benefit to the transportation network. Create a presentation for the TransAction 2040 Subcommittee showing the impact on transportation network performance of the projects.
 - k. Task 3.3 - Create a series of level of service (LOS) maps by mode, including Highway LOS, Transit LOS, Bicycle and Pedestrian LOS, and Park and Ride LOS indicating the ability of the projects from Task 2.3 to impact the transportation

network's performance. Create a presentation to the TransAction 2040 Subcommittee showing the draft list of transportation projects, their benefits and the LOS maps.

- l. Task 3.4 – For any segments or facilities still at LOS F or worse, add projects and rerun the prioritization and LOS analysis. Prepare a draft list of projects.
- m. Task 4.1 – Develop a transportation project prioritization process. Show how the goals and objectives of the TransAction 2040 Plan will be presented and discussed with the public, and how the input received will be incorporated into the final plan. Create a detailed list of projects with prioritization values assigned based on the TransAction 2030 qualitative and quantitative criteria.
- n. Task 4.2 – Compile a detailed list of transportation projects analyzed in Task 3 and their prioritization values assigned based on the qualitative and quantitative criteria listed in Task 4.2. Develop and/or apply a Ranking Model such as that described in Attachment A of Section B of this RFP.
- o. Task 4.3 – Compile a detailed list of transportation projects with cost/benefit evaluations consistent with federal guidelines included with the “Grants for Transportation Investment Generating Economic Recovery” (TIGER) program. Create a presentation of the results for the TransAction 2040 Subcommittee, JACC, and TAC.
- p. Task 5.1 – Prepare a plan and schedule for regular meetings with all affected groups, as well as regular public participation meetings. Include a plan of how public meetings will be advertised to the public.
- q. Task 5.2 – Prepare and execute a statistically valid market research plan that will measure public perceptions of the TransAction 2040 Plan.
- r. Task 5.3 – Prepare a plan for media contacts and public information.
- s. Task 5.3.1 - Write, edit, publish and distribute the updated Plan document.
- t. Task 5.3.2 - Create a four-color summary brochure and associated color maps and print up to 9,500 copies of the summary brochure and maps.
- u. Task 5.3.3 - Create and print 2,000 copies of each of five separate editions of a two-page, two-sided fact sheet that will be distributed at the public workshops. Supply the master copies of camera ready documents and electronic files of all public information materials to the Project Manager.
- v. Task 5.3.4 – Design, post, and maintain an ADA accessible project website and email address to make project information widely available and keep the public up-to-date on the study process. Maintain an exclusive, easy-to-remember phone number for the duration of the project.
- w. Task 5.3.5 – Assign a knowledgeable staff person to answer citizen telephone calls and mail and email inquiries. Also, produce and distribute a quarterly newsletter.
- x. Task 5.4 – Attend a public workshop to kick off the project and organize a set of four public workshops to occur concurrently with Task 2 and Task 4. Prepare a

workshop summary document. Conduct three sets of public hearings on the plan document.

- y. Task 6 – Attend a series of meetings and presentations with the TransAction 2040 Subcommittee, the NVTCs’ JACC, PCAC, TAC, and NVTA Board, as well as TPB Tech and Virginia’s CTB.

- 2. **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. NVTC will retain a 10% contingency from each invoice submitted. Payment for amounts withheld shall be made at the end of the project within 45 days of receipt and acceptance of all products by NVTC.
- 3. **INVOICES:** A copy of all invoices for services delivered and accepted shall be submitted by the contractor directly to each of the payment addresses shown below:

Northern Virginia Transportation Commission
Attn: Accounts Payable
4350 North Fairfax Drive, Suite 720
Arlington, Virginia 22203

and

Prince William County Department of Transportation
Attn: Monica N. Backmon
TransAction 2040 Project Manager
5 County Complex Court, Suite 290
Prince William, VA 22192

NVTC’s Contract Manager will obtain written approval from the NVTA Project Manager prior to signing off on the invoice.

Invoices, at a minimum, shall contain the following information:

- a. Name, Address, Email, Telephone and Fax Number of Contractor
 - b. NVTC Contract Number
 - c. Invoice Number
 - d. Date of Invoice
 - e. Description of Services Rendered
 - f. Hours by Employee Keyed to Specific Tasks in the Scope of Work, with Associated Costs and Fees, Plus Documented Expenses.
 - g. Total Invoice Amount
 - h. Total Cumulative Amounts of Invoices
 - i. Contractor’s Signature
 - j. Federal Employer Identification Number or Individual Contractor Social Security Number
- 4. **TAXES:** Deliveries against the contract shall be free of all federal excise and transportation taxes as well as sales tax to the extent permitted by law. The NVTC excise tax exemption registration number will be furnished upon request.

5. **LIQUIDATED DAMAGES:** Even if no specific amount of liquidated damages will apply NVTC reserves the right to obtain appropriate compensation for delays beyond the contractual schedule that are attributable to contractor performance.
6. **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 available or which may hereafter become available for the purpose of this contract.
7. **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. 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.

8. **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, 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. When and to the extent that the price set forth in the contract and/or task order has been increased, any hours expended and material costs incurred by the contractor in excess of the price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the price.

Section D

Contractor Terms and Conditions

1. **CONTRACT REQUIREMENTS:** Federal funds originating with the Federal Highway Administration 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. Federal requirements are subject to change; the contractor is responsible for complying with the most current regulations.

This solicitation is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any changes or revisions thereto, which will be incorporated into the contract in their entirety. A copy of the manual is accessible on the Internet at www.eva.state.va.us.

The final contract will contain provisions similar to those set forth below.

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 federal and state procurement law, the inconsistency shall be resolved by the following order of precedence:
 - a) Federal procurement law.
 - b) Virginia's Public Procurement Act, as amended
 - c) Contract Terms and Conditions
 - d) Request for Proposal (RFP)
 - e) Contractor's Accepted Proposal

The preceding provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in these contract provisions. All contractual provisions required by DOT, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all federal 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 federal 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. **NO OBLIGATION BY THE FEDERAL GOVERNMENT**: The federal government is not a party to this contract and shall not be subject to any obligations or liabilities to the contractor, NVTC, or any other party (whether or not a party to this contract) pertaining to any matter resulting from the underlying contract.

The contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

6. **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.
7. **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.
8. **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 or the event giving rise to the claim or within ten days of discovering 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 Contract Manager. The decision of the Contract 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.

9. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, NVTC, after due oral or 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.
10. **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. 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. 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.

11. **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.
12. **ACCESS TO RECORDS:** The contractor agrees to provide NVTC, the Comptroller General of the United States or any other federal 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 three years after the date of termination or expiration of 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, the Comptroller General, 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.

13. **TESTING/INSPECTION**: NVTC reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to specifications.
14. **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. NVTC shall obtain the same for any such items obtained by NVTC which are used by the contractor and hold the contractor harmless.
15. **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.
16. **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.

Data and information submitted to the Federal Government may be required to be made available for dissemination under the Freedom of Information Act, or other federal statute(s) in accordance with implementation instructions contained in 49 C.F.R. §19.36, revised March, 2000, to the extent applicable, and any subsequent applicable federal requirements that may be promulgated.

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 the Federal Government or NVTC, until such time as the Federal Government or 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.

In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (1) and (2) of this clause below. As used in the previous sentence, "for Federal Government purposes," means only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its federal license to any other party.

Any subject data developed under the contract, whether or not a copyright has been obtained; and

Unless prohibited by state law, upon request by the Federal Government, NVTC and the contractor agree to indemnify, save and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither NVTC nor the contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

Data developed by NVTC or the contractor and financed entirely without using federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this contract language has been added is exempt from these requirements provided that NVTC or the contractor identifies that data in writing at the time of delivery of the contract work.

The contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with federal assistance provided.

Unless the Federal Government later makes a contrary determination in writing, irrespective of the contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), NVTC and the contractor agree to take the necessary actions to provide, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements," 37 C.F.R. Part 401.

The contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with federal assistance.

17. **PATENT RIGHTS:** If any invention, improvement, or discovery of the contractor or any of its subcontractors is conceived or first actually reduced to practice in the course of this contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor agrees to provide immediate notice and a detailed report to NVTC. NVTC will notify the Federal Government.

If federal funds have been used for this project, unless the Federal Government later makes a contrary determination in writing, irrespective of its status or the status of any subrecipient or any third party contractor at any tier (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the contractor agrees to take the necessary actions to provide, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," C.F.R. Part 401.

The contractor shall include the above paragraph "b" in any subcontracts.

18. **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.
19. **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 adequate insurance to protect NVTC and its officers, agents, and employees from liability arising out of this contract.
20. **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.

21. **PROHIBITION AGAINST THE USE OF FEDERAL FUNDS FOR LOBBYING:** Contractor and all subcontractors agree to comply with the provisions of 31 U.S.C. § 1352, which prohibit the use of federal funds for lobbying any official or employee of any federal agency, or member or employee of Congress; and requires the recipient to

disclose any lobbying of any official or employee of any federal agency, or member or employee of Congress in connection with federal assistance. In addition, no federal assistance funds shall be used for activities designed to influence Congress or a state legislature on legislation or appropriations, except through proper, official channels. Contractor and subcontractors must comply with U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20.

For contracts of \$100,000 or more, the contractor shall submit to NVTC a signed "Certification of Restrictions on Lobbying," (attached) and shall require all subcontractors with contracts of \$100,000 or more to submit to the contractor and NVTC such signed certifications.

22. **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 is not debarred, suspended, declared ineligible, or voluntarily excluded from participating in contracts with the federal government, and that it will refrain from awarding any subcontract to a debarred or suspended subcontractor. In addition, contractor agrees to comply with the requirements of Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 USC Section 6101 note; and U.S. DOT regulations on debarment and suspension at 49 CFR Part 29.

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

- (1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and federal transit law at 49 U.S.C. § 5332, contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, contractor agrees to comply with applicable federal implementing regulations and other implementing requirements.
- (2) **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying contract:
 - (a) **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq. (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any

applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, contractor agrees to comply with any implementing requirements.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and federal transit law at 49 U.S.C. § 5332, contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, contractor agrees to comply with any implementing requirements.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, contractor agrees to comply with any implementing requirements.

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

(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.

24. DISADVANTAGED BUSINESS ENTERPRISE (DBE): Where it is practicable for any portion of the awarded contract to be subcontracted, the contractor is encouraged to offer such business to minority and/or women-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 of DOT assisted 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.

Contractor will be required to submit a schedule of DBE use on a quarterly basis. Contractor is required to maintain records and documents of payments to DBE's for three years following the performance of the contract and will make these records available to NVTC upon request.

Contractor or its subcontractors agree to ensure that disadvantaged business enterprises as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this agreement. In this regard, NVTC and its contractors shall take all necessary and reasonable steps in accordance with 49 C.F.R. Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts.

Contractor, its agents, employees, assigns or successors, any persons, firms, or agency of whatever nature with whom it may contract or make agreement, in connection with this contract shall cooperate with NVTC in meeting its commitment and goals with regard to the maximum utilization of disadvantaged business enterprises. The parties to this contract shall use their best efforts to ensure that disadvantaged business enterprises shall have the maximum practicable opportunity to compete for subcontract work under this contract. Reference: Federal Regulation Sec. 49 CFR 26.49

25. **NON-DISCRIMINATION AGAINST FAITH-BASED ORGANIZATIONS:** NVTC does not discriminate against faith-based organizations in procuring supplies and services.
26. **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.

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§7401 et seq.

Contractor agrees to report each violation to NVTC and understands and agrees that NVTC will, in turn, report each violation as required to assure notification to the appropriate EPA Regional Office. Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance.

27. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS:** Contractor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et. seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31 apply to its actions pertaining to the project. Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract. In addition to other penalties that may be applicable, contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of

1986 on contractor to the extent the Federal Government deems appropriate. Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project which is financed in whole or in part with federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on contractor, to the extent the Federal Government deems appropriate. Contractor agrees to include the above two clauses on each subcontract financed in whole or in part with federal assistance. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

28. **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.

To the extent applicable, the prospective contractor agrees to comply with the flood insurance purchase requirements of section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4012a(a), with respect to any Project activity involving construction or acquisition having an insurable cost of \$10,000 or more.

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

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

located, resulting from any action or operation under the contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form General Liability endorsement, in addition to coverages for explosion, collapse, and underground hazards, where required. Completed Operations Liability coverage shall continue in force for one year after completion of work.

- c. Automobile Liability insurance, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the contractor. In addition, all mobile equipment used by the contractor in connection with the contracted work, will be insured under either a standard Automobile Liability policy, or a Commercial General Liability policy.
3. Liability insurance may be arranged by General Liability and automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.
4. The contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VI.
5. NVTC shall be named an 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 a 30 day 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.

- 29. PERFORMANCE BOND AND PAYMENT BOND OR LETTER OF CREDIT:** Contractor may be required to deliver to NVTC within 10 calendar days of the notification of award a duly executed Commonwealth of Virginia Standard Performance Bond, and a Commonwealth of Virginia Standard Labor and Material Payment Bond payable to NVTC, and in amounts at least equal to one hundred percent (100%) of the contract as guarantee to the faithful performance of the contract and the payment to all persons who have and fulfill contracts which are directly with the contractor. Contractor must maintain the bonds in force, and if necessary to maintain an amount at least equal to 100% of the contract, raise the bonds when the contract cost increases. NVTC can withhold payment if the bonds expire.

The sureties of all bonds shall be of such surety company or companies as are approved by Virginia and are authorized to transact business in the Commonwealth of Virginia. No contract shall be deemed to be in effect until the bonds, if required, have been approved by NVTC.

All change orders may be executed without obtaining the consent of the surety or sureties on the Performance and Payment Bonds unless otherwise directed by NVTC.

In lieu of bonds, NVTC may require letters of credit from financial institutions meeting its requirements.

- 30. 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 E

Required Attachments to Proposal

- Attachment A: NVTC Insurance Coverage Required.
- Attachment B: RFP Submission Form.
- Attachment C: Certification of Restrictions on Lobbying.
- Attachment D: Disadvantaged Business Enterprise Statement.
- Attachment E: Schedule of Disadvantaged Business Enterprise Participation Statement.
- Attachment F: Price Summary Sheet

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	\$100,000
___	___		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. \$500,000 Combined
___	___		Owned, Hired & Non-Owned	Single Limit Bodily
___	___		Motor Carrier Act End.	Injury and Property
___	___			Damage Each Occurrence
___	___	<u>X</u>	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	

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 _____

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 every 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.

5. Please indicate if your firm, subcontractor or any persons associated therewith in the capacity of owner, partner, director, officer or any other position involving the administration of federal funds:

- is currently under suspension, debarment, voluntary exclusion, or determination of ineligibility of any federal agency;
- has been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the last three (3) years;
- has a proposed debarment pending; or
- has been indicted, convicted, or had a civil judgment rendered against it or them by a court competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Any of the above conditions will not necessarily result in denial of award, but will be considered in determining Offeror responsibility. For any condition noted, indicate to whom it applies, initiating agency, and date of action. Providing false information may result in federal criminal prosecution or administrative sanctions.

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
RESTRICTIONS ON LOBBYING**

I, _____ hereby certify on behalf
(name and title of Firm Official)

of _____ that:
(name of Firm)

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an office or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Offeror, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Offeror's Authorized Official

_____ Name and Title of Offeror's Authorized Official

_____ Date

Executed this _____ day of _____, 2_____

By _____ Title _____

**ATTACHMENT D
DISADVANTAGED BUSINESS ENTERPRISE STATEMENT**

The commission commits itself to an active effort to involve Disadvantaged Business Enterprises (DBE) in contracting opportunities, to increase competition, and to broaden the base of support for public transit. The commission has established a goal of 7% for the utilization of DBEs. To ensure that DBEs 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 toward achieving our 5.6% goal.

Complete the following form if you plan to utilize Disadvantaged Business Enterprises during the contract period.

ATTACHMENT E
SCHEDULE OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

Name of Offeror

Project Name

Name of DBE 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 DBE Contractors for work listed in the schedule conditioned upon execution of a contract.

Offeror

Date

**ATTACHMENT F
Price Summary Sheet
RFP #10-01
Northern Virginia 2040 Transportation Plan Update**

Offerors are required to complete the following price summary sheet for Tasks 1 through 6. Offerors are encouraged to complete price summaries for optional tasks as well. This sheet is NOT a substitution for a full cost proposal as described in the RFP. Both personnel and other direct costs should be included in this summary by task. Where indicated, please provide unit costs.

Task 1. Finalize Work Plan

Item	Price
1.1 Summary of scope of work	
1.2 Finalize public outreach plans	
1.3 Finalize project schedule	
Other direct costs not included in above estimates	

Subtotal Task1: _____

Task 2. Inventory of Regional Transportation Needs

Item	Price
2.1 Summary of existing transportation plans	
2.2 Identify and update demographic forecasts and data for analysis	
2.3 Identify and update transportation plans and projects and their associated costs for analysis	
2.4 Identify new projects with cost estimates.	
2.5 Identify and update land use plans and forecasts for analysis	
Other direct costs not included in above estimates	

Subtotal Task 2: _____

Task 3. Analysis

Item	Unit Price	Price
3.1 Travel demand model runs		
3.2 Analysis of model output		
3.3 Development of level of service maps for highways, transit, pedestrian and bicycle, and park and ride lots.		
3.4 Feedback with additional prioritization and LOS analysis		
Other direct costs not included in above estimates		

Subtotal Task 3: _____

Task 4. Prioritization of Improvements

Item	Price
4.1 Establish agreed-upon performance criteria and prioritization methodology	
4.2 Perform transportation project prioritization from Task 4.1	
4.3 Perform TIGER-based project cost/benefit analysis	
Other direct costs not included in above estimates	

Subtotal Task 4: _____

Task 5. Public Information and Participation

Item	Unit Price	Price
5.1 Prepare a communications and public meeting schedule, and brief affected groups		
5.2 Perform market research and publish results		
5.3 Prepare a plan for media contacts and public information.		
5.3.1 Prepare and print TransAction 2040 Plan document. Copy 200 CD-ROMs, and 200 printed plans.		
5.3.2 Prepare and print TransAction 2040 four-color brochure. 10,000 copies.		
5.3.3 Prepare and print five editions of facts sheets for distribution at public workshops or meetings. 2,000 copies each.		
5.3.4 Create and maintain an ADA-accessible project website.		
5.3.5 Create four project newsletters, distribute approximately 2,000 copies. Maintain a phone number staffed by a knowledgeable person for media and public questions and comments. Staff member will also respond to media and public email inquiries.		
5.4 Attend a public kick-off workshop, and present two sets of four public workshops to gather public comments, and three sets of public meetings to present draft final plan.		
Other direct costs not included in above estimates		

Subtotal Task 5: _____

Task 6. Project Coordination

Item	Unit Price	Price
6.1 Presentations and meetings with TransAction 2040 Subcommittee, NVTA JACC, PCAC, TAC, and NVTA Board. Final Plan presentations to TPB Tech and Virginia CTB.		
6.1.1 White 8.5 X 11 copies of deliverables		
6.1.2 Color copies of deliverables		
6.1.3 Large-scale presentation materials		
Other direct costs not included in above estimates		

Subtotal Task 6: _____