

**NORTHERN VIRGINIA TRANSPORTATION AUTHORITY
REQUEST FOR PROPOSALS**

Project Title: Northern Virginia Transportation Authority, Website Modernization

Request RFP No. 2023-02

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Electronic copies of RFP: <https://thenovaauthority.org/about/business-opportunities/>

<u>Issue Date:</u>	December 15, 2023
<u>Offeror Registration Required:</u>	December 29, 2023, at 5:00 PM
<u>Written Questions Due (Via Email):</u>	January 12, 2024, at 12:00 PM (noon)
<u>Proposal Due Date/Time:</u>	February 1, 2024, at 12:00 PM (Noon)
<u>Location:</u>	NVTA 3040 Williams Drive, Suite 200 Fairfax, VA 22031

DESCRIPTION OF WORK: The purpose of this Request for Proposal (RFP) is to procure consulting and technical services to provide a thorough review, modernization, and build out of Northern Virginia Transportation Authority (NVTA) websites. NVTA’s intent is to concurrently refresh NVTA’s brand identity. These tasks are described fully in Section C: Scope of Work.

REGISTRATION OF INTEREST: Offerors are required to register their interest in submitting a proposal to ensure receipt of updates to this RFP, notice of changes in critical dates and NVTA responses to questions and any other addenda. Interest will be registered by submitting an email to Procurement@TheNoVAAuthority.org by December 29, 2023, at 5:00 pm. The email must contain the company name, address, telephone number and email address of one person to serve as the point of contact for registration and update purposes. If more than one contact is submitted the first person listed will be used as the point of contact.

WRITTEN QUESTIONS: Offerors may submit written questions to Procurement@TheNoVAAuthority.org by January 12, 2024, at 12:00 pm (noon). Responses will be posted at <https://thenovaauthority.org/about/business-opportunities/>. Any changes or clarifications resulting from submitted questions will be issued in a written addendum to the solicitation.

PROPOSAL DUE: Offerors are required to submit their proposal package no later than 12:00 PM (noon) on February 1, 2024.

ORAL PRESENTATIONS: Oral presentations (if requested) with top-ranked firms are tentatively scheduled to be held in-person during the week beginning February 19, 2024.

TYPE OF CONTRACT: Competitive negotiation leading to best value determination resulting in a fixed price contract. The final cost of the contract will be determined after a review of cost 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 April 11, 2024.

PERIOD OF PERFORMANCE: The performance period of this contract will be determined through the proposal review process but is anticipated to be one year with possible extensions through additional task orders, and a 6-year maintenance agreement.

Table of Contents

Section	Title	Page #
Section A	Background	4
Section B	Instructions to Offerors	5
Section C	Scope of Work	13
Section D	Payments to Consultant	20
Section E	Consultant Terms and Conditions	22
Section F	Required Proposal Attachments	31

SECTION A

BACKGROUND

About the Authority

In July 2002, the Virginia General Assembly created the Northern Virginia Transportation Authority (NVTA). NVTA's nine member jurisdictions are the counties of Arlington, Fairfax, Loudoun, and Prince William, and the cities of Alexandria, Fairfax, Falls Church, Manassas, and Manassas Park. NVTA's primary responsibilities include developing and updating Northern Virginia's Long Range Transportation Plan (referred to as TransAction) and funding of regional projects with Regional Revenue Funds collected under HB 2313 (2013), SB1716 (2019) the Governor's 2020 Omnibus Transportation Bill with a priority to reduce congestion, NVTA uses performance-based criteria to evaluate and fund regionally significant multimodal transportation projects.

The Authority's governing body 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 one representative of the five towns with populations of 3,500 or greater (Dumfries, Herndon, Leesburg, Purcellville, and Vienna) serve as non-voting members.

NVTA's websites are used as key informational tools to provide data, analytics, and documents to NVTA members, committees, the Virginia General Assembly, elected officials and their staff, regional partners, the public, and media.

SECTION B
INSTRUCTIONS TO OFFERORS

1. PURPOSE OF RFP/SCOPE OF WORK:

The purpose of this RFP is to procure consulting and technical services to provide a thorough review and modernization and build out of Northern Virginia Transportation Authority (NVTA) websites. NVTA currently hosts two websites: NVTA's core website thenovaauthority.org; and NVTA's long-range transportation plan, referred to as TransAction, informational website nvtatransaction.org

NVTA seeks to award a Contract to a qualified and experienced Consultant with the capacity to make expert recommendations that consider best practices in website consolidation and design, including but not limited to, website content, navigation, enhancements, and an update of NVTA's brand identity. The selected Consultant must demonstrate tactical and technical understanding of website design, content management, development, and the mobile user experience, as well as be highly responsive and provide organized account service and management capabilities. A detailed scope of work follows in Section C.

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 submitted by 12:00 Noon on January 12, 2024. Please email questions and requests for clarification to Procurement@TheNoVAAuthority.org.

It shall be the obligation of the Offeror to exercise due diligence to discover and to bring to the attention of NVTA, 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 NVTA will be in the form of an amendment to the RFP and will be furnished to all prospective Offerors registered with NVTA. All changes and clarifications will be emailed to the registered point of contact for each firm.

3. WRITTEN COMMUNICATIONS: NVTA 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 NVTA to an award, or to pay any costs associated with the preparation and/or submission of any proposal. NVTA 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: A proposal package including a separately bound technical proposal and separately bound cost proposal, (one original document of each) is required. Additionally, a USB flash drive with a separate electronic copy of the technical and cost proposal are required. NVTA prefers Adobe file format for both files. The proposal package is **due not later than 12:00 PM (noon) on February 1, 2024**. NVTA reserves the right to reject any and all proposals received after that time. NVTA also reserves the right to waive irregularities. Separate paper and electronic technical and price proposals must be submitted. The USB flash drive required above must contain only one file of the technical proposal, one file of the cost proposal and one Excel file with the Price Proposal summary table using the excel document provided as part of this RFP and detailed in Section G.

Submit proposal package to NVTA’s Contract Manager for the project:

Ms. Dev Priya Sen, Investment & Debt Manager
Northern Virginia Transportation Authority
3040 Williams Drive, Suite 200
Fairfax, VA 22031

A proposal may be mailed or delivered in person to NVTA prior to the due date. Delivery of proposals can be made between 9:00 A.M. and 4:00 P.M., on regular business days Monday through Friday. **Note: proposals must arrive at or before 12:00 PM (noon) on February 1, 2024.**

Consistent with state statutes, NVTA 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 # 2023-02 and shall not be disclosed outside of NVTA, 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 NVTA’s right to use information contained in the data if it is or has been obtained by NVTA from another source.

Except for the foregoing limitation, NVTA 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 NVTA and the Offeror.
7. **AWARD OF THE CONTRACT:** NVTA will award the contract on the basis of the evaluation factors included in this RFP to the Offeror deemed to be fully qualified and best suited among those submitting responsive and responsible proposals. Negotiation will be conducted with at minimum the top two ranked Offerors. Offerors are cautioned to ensure that all representations in the proposal are complete and accurate.

After negotiations have been conducted with each Offeror so selected, NVTA shall select the Offeror, which, in NVTA’s opinion, has made the best proposal and shall award the contract to that Offeror. NVTA 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. The award document will be a contract incorporating by reference all the requirements, terms and conditions of this RFP, Contract Provisions, and the Offeror’s Proposal as agreed upon by NVTA, 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, NVTA 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, NVTA may, if it is in the best interest of NVTA to do so, after negotiation, 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 this RFP with respect to the items in question.

10. REJECTION OF PROPOSALS: NVTA 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 NVTA.

11. SINGLE PROPOSAL: If a single conforming proposal is received, a price and/or cost analysis of the Proposal shall be made by NVTA.

- 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 the NVTA Chief Financial Officer, no later than 14 calendar days after the public decision by the Authority to award the contract. The protest must include the basis for the protest and the relief sought. Within 14 calendar days after receipt of the protest, the Chief Executive Officer of NVTA 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. 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 will be conducted with at least the two highest rated 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.

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 and submitted as separate documents.
- d. Best and Final Offer – Once negotiations are complete with at least two Offerors, notice will be provided 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.

14. REQUIREMENTS OF THE SEPARATE TECHNICAL AND PRICE PROPOSALS:

Technical and separate price proposals are required for the Website Modernization for NVTA. Other tasks will be negotiated with the successful consultant on an as-needed basis.

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 (**10 page maximum**):

This section should describe the project understanding, proposed technical approach, and management outline. The technical approach proposal must address in depth the Offeror's plans to meet the requirements of each of the tasks and activities outlined in the "Scope of Work" of this RFP, including the staffing levels required to complete each task, and the relative effort that each member of the proposed project team will devote to the project. This section must include a phase-by-phase, task-by-task/sub-task-by-sub-task schedule of the time required to complete the project, supported by the proposed hours the Offeror agrees to commit to each task. This schedule must identify the major milestones, project deliverables, and estimated total time to complete each task, allowing sufficient time for reviews by NVTA staff. The schedule shall include progress reporting and project meetings with adequate time for the NVTA Project Manager to review and approve Consultant deliverables.

Each Offeror shall cover all of the requirements of the work as given in Section C of this RFP # 2023-02; the Contract Terms and Conditions, and any other contract documents described in Sections F and G; 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 NVTA to ascertain how the proposal will meet the specifications contained herein and in accordance with the Evaluation Criteria.

The consultant shall explain how they will approach the tasks and identify any options that they believe will be necessary to complete the service and meet the needs of the NVTA.

- e) 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 primary consultant staff member, and include the functional discipline, and responsibilities of project team members.

Resumes of no more than two pages each should be provided for all key personnel proposed. Key personnel include the project manager, deputy project manager, and quality assurance manager.

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.

- f) Firm(s) Experience and Capabilities

The purpose of this section is to provide NVTA 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 two projects performed over the last two years, similar or equivalent in size and scope to the work described in the solicitation. **Engagement descriptions, limited to two pages each**, should describe relevant work previously performed by the Offeror and proposed subcontractors. With special emphasis with addressing needs similar to NVTA's. 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 number, and direct email address. Project descriptions should also provide the contract number and contract value and the time period of performance as well as a point of contact.

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.

- g) A list of names, titles, telephone numbers and email addresses of persons authorized to conduct negotiations, with a designation of a primary negotiator.
- h) Acknowledgment of receipt of all NVTA amendments to this RFP in the Technical proposal.
- i) Attachments
 - Attachment A: RFP Submission Form.
 - Attachment B: NVTA Insurance Coverage Required.
 - Attachment C: Disadvantaged Business Enterprise Statement. (if applicable)
 - Attachment D: Schedule of Disadvantaged Business Enterprise Participation Statement. (if applicable)
- j) Price Proposal (Separately Bound from the Technical Proposal) which includes:
 - a. Title page – name of the firm, local address, telephone number, email, name of contact person and date.
 - b. Exhibit showing an estimate of the hours to be worked by named individuals, their firms, and their hourly rates broken down by task and the associated total costs including all estimated out-of-pocket costs and fees. Costs in the fully burdened labor rate 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.
 - c. Price Summary Table
 - d. The completed table noted in the Price Proposal section.

15. PROPOSAL EVALUATION: NVTA will use the best value selection method as the basis for award. The technical proposals will be evaluated by a selection panel. The selection panel will take a best value approach to evaluating proposals. Recommendations made by this selection panel will be reviewed by the NVTA's Chief Financial Officer (CFO). Upon review of the recommendations by the CFO, the cost proposals will be provided to the selection panel. The selection panel will use a best value approach to make a final recommendation to enter negotiations with at least the top two ranked firms for final presentations and negotiations. Once the negotiation process is complete and the selected vendors have submitted their best and final offers (if requested), the selection panel will confer to make a selection recommendation to the CFO prior to presentment to NVTA's Chief Executive Officer. The CFO will present the proposed selection to the NVTA Finance Committee. Upon review by the NVTA Finance Committee, the CEO, in turn, will make a recommendation to NVTA's governing body, which must act to approve the contract award. All proposals will be evaluated for responsiveness and responsibility. At least two proposals ranked highest based on the evaluation criteria set forth in this RFP, will enter into

negotiations. The panel shall conduct an evaluation based on information set forth in the proposal, past performance, and references of each firm.

DBE inclusion is encouraged. Offerors should document DBE inclusion in Attachments C and D. The maximum 5 points noted below will be awarded for 10% participation. Based on the tasks documented on Attachment D, points will be prorated on the amount of DBE/SWaM participation on tasks assigned by the Offeror.

Selection Criteria and Weighting

Evaluation Criteria		Point Value
1.	Proposed Technical Approach	60 points
2.	Relevant Recent Experience of Team (and reference)	15 points
3.	Relevant Recent Experience of Key Staff	10 points
4.	Project Understanding/Management	10 points
5.	DBE/SWaM Inclusion	5 points
Total Points		100

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

After negotiations and review of the best and final offer (if requested), the award will be made to the responsible Offeror whose offer conforms to the solicitation and is most advantageous to NVTA, cost and other factors considered. For this solicitation, technical quality is more important than cost. As proposals become more equal in their technical merit, the evaluated cost becomes more important.

16. QUALIFICATIONS OF OFFERORS: NVTA may make such reasonable investigations as it deems proper and necessary to determine the ability of the Offeror to furnish the services required and the Offeror shall provide NVTA all such information and data for this purpose as may be requested. NVTA reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Offeror fails to satisfy NVTA that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or goods contemplated therein.

17. REVISIONS PRIOR TO DATE SET FOR RECEIPT OF PROPOSALS: NVTA reserves the right to revise or amend RFP #2023-02 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 registered prospective Offerors and will be posted on NVTA’s website. If the revisions and amendments require material changes, the date set for receipt of proposals may be postponed by such a number of days that, in the opinion of NVTA, will enable Offerors to revise their proposals. In such cases, the amendment will include an announcement of the new date for receipt of proposals.

- 18. **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.
- 19. **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 Consultant, unless removed from work on the contract with the consent of, or at the request of, the NVTA.
- 20. **ADDITIONAL INFORMATION:** NVTA reserves the right to ask any Offeror to clarify its offer.
- 21. **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.

NVTA 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.

- 22. **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.
- 23. **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.
- 24. **INSURANCE CHECKLIST:** A checklist of required insurance coverage is Attachment A and identified as “NVTA 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.
- 25. **CONTRACT MANAGER, PROJECT MANAGER AND PROJECT OFFICER:** For this project, the following individuals will serve as contract manager, technical contact, and project officer:

Contract Manager
 Dev Priya Sen
 Investment & Debt Manager

Project Officer
 Michael Longhi
 Chief Financial Officer

Project Manager
 Abigail Hillerich
 Communications and Public Affairs Manager

Program Manager
 Amanda Sink
 Executive Assistant to the CEO

The NVTA’s Project Officer’s role is to ensure legal and regulatory compliance during the procurement, and throughout the period of performance, and to manage the approval and issuance of

new task orders in conjunction with NVTA’s Program Manager. The Project Officer will also provide financial oversight of the Contract Manager.

The NVTA’s Contract Manager’s role is to manage financial and contract administration elements of the contract, in coordination with NVTA’s Project Manager, including payment requests.

The NVTA’s Program Manager’s role is to provide technical oversight and guidance to the NVTA Project Manager and the successful Offeror’s Project Manager, including initial review of project deliverables.

The NVTA Project Manager’s role is day-today management and coordination with the successful Offeror’s Project Manager, including scope, schedule, budget adherence, progress reporting, and approval of reimbursement requests.

26. PROCUREMENT SCHEDULE

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

<u>Date</u>	<u>Activity</u>
December 15, 2023	Issue RFP
December 29, 2023, at 12:00PM (Noon)	Offeror Registration
January 12, 2024, at 5:00PM	Written Questions via Email on RFP Due
February 1, 2024, at 12:00PM (Noon)	Proposal Due Date/Time
February 19, 2024	Oral Presentations (if required) with at least 2 offerors
March 4, 2024	Best and Final Offer
April 11, 2024	NVTA Approval of Award
April 29, 2024	Kick-off meeting

27. 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.”

27. EXECUTION OF CONTRACT: The successful Offeror shall execute the contract and furnish the Insurance Certificates to NVTA 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 NVTA. One fully executed original shall be delivered to the Consultant. The award document will be a contract incorporating by reference all the contract requirements, terms and conditions of this RFP, and the Consultant’s Technical and Cost Proposal as agreed upon by NVTA, plus such other terms and conditions as may be mutually agreed. Contract performance shall begin on the date set forth in the written Notice to Proceed.

SECTION C

SCOPE OF WORK

Scope of Work

NVTA’s websites are used as key informational tools to provide data, analytics, and documents to the public, NVTA members, committees, the Virginia General Assembly, regional partners, and the media. NVTA’s intent is to provide information in an easy-to-use, navigable format that supplies up-to-date information about NVTA through a one-stop-shop style, potentially single website. NVTA’s intent, post website build out, is to allow the Consultant responsibility for website hosting and maintenance, assistance with purchasing of licenses/account setup support, website health checks, and technical support on more complex website publications and matters that require troubleshooting. In addition to the website modernization, NVTA’s intent is to concurrently refresh NVTA’s brand identity¹.

Background:

NVTA currently hosts two websites: NVTA’s core website thenovaauthority.org; and NVTA’s long-range transportation plan, referred to as TransAction, informational website nvtatransaction.org. It is NVTA’s intent to consolidate the information on the TransAction website into NVTA’s main core website if determined to be the best functional approach.

NVTA has a separately maintained dashboard, novagateway.org, that is tied to a project management system called Project Information Management and Monitoring System (PIMMS) which records and tracks NVTA-funded projects. The dashboard will remain as the public facing portion, and PIMMS is the password protected portion that allows for the submission of information such as project applications and reimbursement requests from counties and cities. While the dashboard is currently hosted separately from the core website, NVTA’s core website will require seamless linkage to NVTA’s dashboard and PIMMS. NVTA also has mapping websites that are linked to the core website. These mapping websites offer visual representation on NVTA funded projects and TransAction projects respectively:

<https://nvta.maps.arcgis.com/apps/webappviewer/index.html?id=20dae41fb3bf4e119e978605ab28850b>

<https://fitp.maps.arcgis.com/apps/webappviewer/index.html?id=2168f311267649e29e5e3ef1485b6c1a>

NVTA’s Content Management System (CMS) for both thenovaauthority.org and nvtatransaction.org is WordPress. Pages are built using the Divi Builder. PDF documents, along with photos and video, are often uploaded and referenced on the website. Currently, for the core website (thenovaauthority.org), NVTA has over 200 built out pages, with more than 4,500 media items uploaded to the media database. The TransAction website (nvtatransaction.org) has 35 built out pages, with more than 360 media items uploaded to the media database.

NVTA currently works with a consultant who maintains NVTA’s websites, running monthly website “health checks” and acquiring new security features and/or plugins as needed. The consultant is available to troubleshoot technical matters when needed, such as slow website performance and distorted display; assist with material publication to the websites when it becomes too complex for NVTA staff to manage; advise on licenses to purchase and assist with account setup for NVTA; and check Search Engine Optimize (SEO) and make recommendations. Website domain rights are purchased via GoDaddy Backup managers and website hosting is managed through InMotion. NVTA seeks this same level of support service in this website modernization contract.

¹ Brand Identity is defined as the visual elements that represent NVTA including the color palette, typeface, and logos.

Management Outline:

The proposal must include a management outline which describes how the below tasks will be addressed. The management outline must include a timeline which will plan for website transfer, backend testing and training before going live, testing after the website goes live, and concurrent brand identity elements as well as provide adequate time for reviews and approvals by NVTA staff. The management outline must also address how the accuracy and consistency of work products will be assured.

Samples of the candidate's work with similar websites and rebranding must also be provided.

Tasks:

Task 1: Website Consolidation and Modernization

The website consolidation and modernization will begin with a full assessment of the current NVTA core and TransAction websites. Following the website assessments, the Consultant will be expected to present recommendations on consolidation, streamlining and enhancements to the functionality and look of the websites utilizing the existing Content Management System (CMS), or by migrating to a new CMS if deemed necessary.

Website consolidation and modernization work should include, but not be limited to:

- Complete an assessment of the existing core and TransAction websites including documentation of the websites structure and make recommendations on consolidation.
- Provide potential consolidation plan (if recommended) of NVTA's existing core and TransAction websites.
- Provide existing website examples that are functionally similar to reference for layout, functionality and feel of proposed design.
- Provide a flexible, scalable, and user-friendly (WYSIWYG) Content Management System (CMS), taking non-IT personnel into consideration, for streamlined updates and potential additions to the website. The Consultant shall determine if existing CMS should continue to be utilized or provide a plan to improve existing functionality on a new CMS. If the Consultant determines the existing CMS shall be replaced, the Consultant shall propose a CMS and inform NVTA staff about the advantages and disadvantages of competing CMS software products along with associated costs.
- Provide recommendations of newsletter creation platforms easily integrated with the CMS for seamless creation and distribution of NVTA newsletters.
- Provide recommendations on an internal staff intranet page for access to archival resources.

Task 2. Website Buildout

After the website consolidation and modernization work is complete, the Consultant will be expected to utilize the determined CMS to rebuild NVTA's website(s). The website(s) must be mobile device friendly. NVTA will lead messaging efforts and shall retain ownership of all content within the CMS and the website(s).

Task 2.a: Website buildout work should include, but not be limited to:

- Restructure, consolidate, eliminate duplication, and create a user-friendly and easily updatable format for the website(s). The design shall include a modernized, robust homepage design to include easy management of top-level navigation and mega menus through the CMS. The interface should allow NVTA staff to easily revert changes through version control and

perform updates in near real time. NVTA staff must be able to edit all text, images and menus through the CMS and easily access top level tasks to include calendar updates, meeting information, PDF uploads, video uploads, feeds, and links. The following at a minimum should be updated, the Consultant may provide additional recommendations:

- NVTA's home page to include abilities to highlight important updates (<https://thenovaauthority.org>)
- Meeting pages and associated PDF meeting documents and potential ability to subscribe to meetings of interest/alerted when documents are uploaded for a particular meeting of interest (<https://thenovaauthority.org/meetings-events/>)
- Public meetings, public engagement and participation announcement pages, including links and management of public comment form/survey submissions (<https://thenovaauthority.org/SYP-comment/> , <https://nvtatransaction.org/participate/>)
- Current TransAction and planning information (<https://thenovaauthority.org/planning/process/>, <https://nvtatransaction.org/>, <https://thenovaauthority.org/transportation-technology/> , <https://thenovaauthority.org/about/five-year-strategic-plan/>)
- Six Year Program and other funding program information (<https://thenovaauthority.org/funded-projects/>)
- About NVTA information
 - Make prominent NVTA's adopted Vision Statement and associated goals and Core Values
 - FAQs and Fact Sheet pages (<https://thenovaauthority.org/fact-sheets/>)
 - NVTA timeline (<https://thenovaauthority.org/about/history/>)
 - NVTA Staff (<https://thenovaauthority.org/about/staff/>)
- Events Calendar to be presented prominently on the homepage. Seamlessly link and update with other NVTA dates on other pages such as meetings and public hearing opportunities. Provide potential ability to register to specific events through the webpage, allowing for internal tracking of respondent data. (<https://thenovaauthority.org/events/>)
- Specific event pages (<https://thenovaauthority.org/innovation-lunch-and-learn/>, <https://thenovaauthority.org/meetings-events/northern-virginia-transportation-roundtable/>)
- Legislation and Governing Documents pages (<https://thenovaauthority.org/legislation/>, <https://thenovaauthority.org/about/governing-documents/>)
- Funding information (<https://thenovaauthority.org/funding/>)
- Provide seamless links and presentation of NVTA's newsletters. Create easy subscription forms for signups to newsletters prominently featured on appropriate webpages. (<https://thenovaauthority.org/news/>)
- Newsroom and other digital communication items such as announcements
- Authority Member and Committee Member pages (<https://thenovaauthority.org/about/members/> , <https://thenovaauthority.org/about/committees/>)
- Business Opportunities and Employment pages (<https://thenovaauthority.org/about/business-opportunities/> , <https://thenovaauthority.org/employment/>)
- Contact Us, resource pages, and reports (<https://thenovaauthority.org/about/contact-us/>, <https://thenovaauthority.org/news/annual-reports/> , <https://thenovaauthority.org/news/jcta-reports/> , <https://thenovaauthority.org/news/economic-impact-analysis/>)

Develop wireframes for proposed site layout and improvements.

Website buildout technical requirements should include:

- Website must be compatible with the two (2) most recent versions of Internet Explorer/Edge, Firefox, Chrome, and Safari, not including beta/dev release.
- Website must be functional on mobile devices, including tablets and smartphones. The site must be able to auto format for various platforms (i.e., desktop, tablet or phone) utilizing a responsive design. Templates created should be optimized for both mobile use and desktop.
- Create features that allow for easily searchable functions within the website, as well as a searchable online library for various legislative documents and meeting documents.
- The website design and CMS must allow non-IT NVTA staff to easily make content changes.
- Optimize the website's functionality with Americans with Disabilities Act (ADA) accessibility, including scalable text and Alt text capability to accommodate visually impaired. The Consultant must therefore have a thorough understanding of 508 compliance and shall suggest enhancements to improve the user experience across all platforms.
- Create a translation feature for the website, at a minimum of Spanish and Korean.
- Consultant will be responsible for proper configuration and management of the hosting solution.
- Provide a plan for backup and restore processes. The backup and restore plan shall include full, and differential backups and snapshots of the entire web server and its contents.
- Deliver visitor behavior/habit analytic reports quarterly, at minimum. Ensure CMS can provide click-through rates, visitor rates, length on website and specific pages, etc., in a user-friendly report.
- Provide capabilities to link or imbed live stream videos and recordings for NVTA-hosted meetings.
- Allow data storage space for visually appealing embedded graphics, presentations and quick explainer videos on the website.
- Ensure implementation of a Search Engine Optimization (SEO) tool.
- The CMS shall have the ability to archive inactive pages, so they no longer appear on site or in the site search results. Pages that need to be archived for future use should not be visible/discoverable while archived, only accessible for internal reference by NVTA staff. The Consultant shall provide an industry best practice recommendation for archival procedures.
- Provide linkage to NVTA's Dashboard [novagateway.org](https://www.novagateway.org), PIMMS, and ArcGIS mapping websites.

Task 2.b: Testing and go-live requirements should include:

- Management outline must include the following: Development, testing and go-live timeline to allow NVTA staff to schedule/perform testing with identified outside users, and once live, appropriate outreach to Authority members, partners, the public and media.
- Prior to going live with the modernized website, the Consultant shall thoroughly test the functionality of links and pages.
- Develop, coordinate and implement a cutover/transition plan. The cutover plan must identify and minimize any anticipated downtime of NVTA's website to the public. The cutover shall occur during NVTA non-operating hours (night/weekends).

- After go-live, provide a minimum of 60-day support to address additional design elements.
- At a minimum, archive old websites for six months to allow NVTA staff to reference.

Task 3: Website Maintenance and Training

In addition to the successful launch of a modernized website, NVTA is seeking a six-year hosting and maintenance service agreement to ensure that its website continues to meet the needs of the organization. As maintenance services and updates change the structure of the website, required training and guidance is required for NVTA staff to operate the website. An operational website is vital to NVTA's communication efforts.

Task 3.a: Maintenance proposal must address at minimum (consultant may make additional recommendations):

- NVTA intends for the Consultant to provide ongoing hosting, maintenance, and support for a six-year period, starting after the new website(s) is deployed and the 60-day review period has elapsed.
- Maintain and host NVTA website. The website must be completely functional at all times. Downtime for scheduled maintenance must be coordinated with NVTA and scheduled during non-operating hours (nights, weekends). The NVTA website must be operational 24 hours a day, seven days a week.
- Complete software and plug-in updates for all programs in use on NVTA's website; recommend and implement new applications when needed.
- Periodically complete health checks of the website to look for items such as broken links, broken images, template distortion, website run speed, SEO, test all interactive elements, and provide a report and remediation plan.
- When new licenses or other purchases are needed, provide estimates of upcoming costs for budgeting purposes, set up the logistics, and coordinate with NVTA.
- Monitor and inform NVTA staff of security issues related to the CMS platform and implement any necessary security patches. Ensure frequent security measures are considered and implemented to protect website files.
- Identify up to date security solutions necessary to ensure NVTA's website is protected, and all website files are safe.

Task 3.b: Training requirements must include at minimum (consultant may make additional recommendations):

- The Consultant must be able to provide instruction, either on-site at NVTA's offices in Fairfax, Virginia, off-site, or virtually to train NVTA staff on the use and maintenance of future site enhancements or changes in site functionality.
- The Consultant shall be responsible for providing NVTA staff with all necessary training materials, including digital training manuals.
- The Consultant shall be available to schedule training/how-to instructions when needed.

Task 4: Brand Identity Update

NVTA's brand identity requires an update. Running concurrently with the website modernization and consolidation work, the consultant will be expected to work with the NVTA Communications

Team to update NVTA’s brand identity. This brand identity update shall be incorporated into the design of all communication items, including but not limited to the website, outreach materials, etc. No task should be considered mutually exclusive.

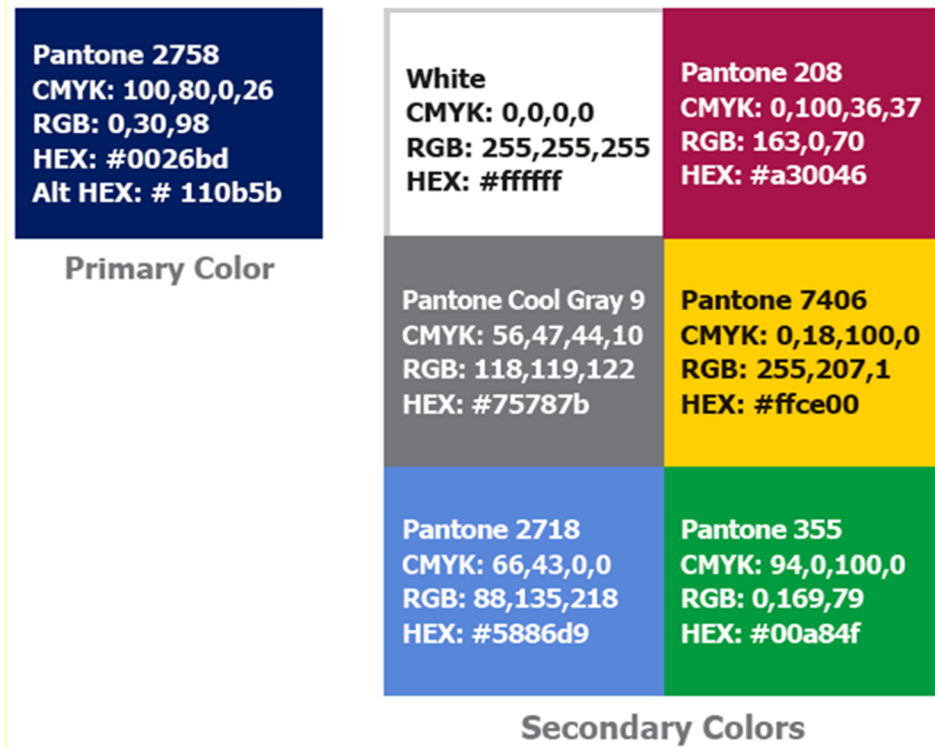
NVTA’s current brand identity includes three logos, seven defined colors, and four regularly used typefaces. NVTA’s standard logo was created in 2014 and is a blue diamond with NVTA's name and modal symbols within it. The secondary logo has NVTA’s name spelled out underneath. The secondary logo is only used when the standard logo is too hard to read on its own due to display size.



NVTA also has a TransAction logo created in 2015, and Six Year Program logo created in April 2022. Each is utilized for materials corresponding with each function.



NVTA’s brand identity colors are currently defined below:



NVTA’s regularly used typeface are Tahoma, Calibri, Open Sans, and Times New Roman.

Brand identity requirements must include (consultant may make additional recommendations):

- Provide NVTA with options for a new standard logo design that is unique, easily identifiable and readable. Logo must be resizable and created for use in multiple formats (e.g. letterhead, PowerPoint presentations, display boards, digital communications, giveaways, tablecloths, etc). As NVTA partners with many organizations, NVTA’s logo must be distinctive from other state, regional and local entities.
- Provide brand identity guidelines, which include but are not limited to, color palette and font for new standard logo design and use that seamlessly correspond to other branding formats (e.g. background colors, text headings, etc).
- Provide alternative use logos that can be easily formatted, such as the standard logo in both white scale and black scale, sizeable in horizontal and vertical formats, etc.
- Provide additional brand graphics and background images complementary to NVTA’s logo for use in communication efforts such as cover photos, thumbnails, newsletter headers, etc.
- Create brand identity templates for, but not limited to: the website, PowerPoint presentations, use in Canva, agendas, reports, and memos and letters. Templates provided with NVTA’s logo shall be user-friendly for usage in Microsoft 365 products.
- Review and provide updates to existing TransAction and Six Year Program logos to maintain consistency with new brand guidelines and color palette.

SECTION D

PAYMENTS TO CONSULTANT

1. **PAYMENT TERMS:** Monthly progress payments will be made to the firm receiving the contract award (hereinafter known as Consultant) by NVTA for work performed satisfactorily according to project milestones. The Consultant should submit monthly progress reports simultaneously with its invoices. NVTA 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 NVTA.
2. **INVOICES:** A copy of all invoices for services delivered and accepted shall be submitted by the Consultant as directed below:

Invoices will be submitted electronically to the NVTA Project Manager and NVTA's Contract Manager. The NVTA Project Manager will review the invoices for correctness and appropriateness prior to recommending payment to the NVTA Contract Manager.

All contract payments will be made by ACH or wire transfer.

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

- a. Name, Address, Email, and Telephone Number of Consultant
 - b. NVTA Contract Number
 - c. Invoice Number
 - d. Date of Invoice
 - e. General Progress Report and a Description of Services Rendered, Tied to Relevant Deliverable(s)
 - 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. Consultant's Signature
 - i. Federal Employer Identification Number
3. **TAXES:** The NVTA excise tax exemption registration number will be furnished upon request.
 4. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that NVTA shall be bound thereunder only to the extent of the funds available, or which may hereafter become available for the purpose of this contract.
 5. **PAYMENT TO SUBCONTRACTOR:** A Consultant is hereby obligated:
 - a. To pay the subcontractor within seven days of the Consultant's receipt of payment from NVTA for the proportionate share of the payment received for work performed by the subcontractor under the contract: or
 - b. To notify NVTA and the subcontractor, in writing, of the Consultant's intention to withhold payment and the reason.

The Consultant 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 Consultant that remain unpaid seven days following receipt of payment from NVTA, 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. Consultant's obligation to pay an interest charge to a subcontractor shall not be construed to be an obligation of NVTA.

Consultant 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 NVTA. This clause applies to both DBE and non-DBE subcontractors. Work may be credited toward DBE goals only when payments are actually made to DBEs.

6. **AUTHORIZED FUNDING:** If at any time the Consultant has reason to believe that the costs to NVTA 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 authorized funding for a phase/task, Consultant shall notify NVTA to that effect, advising of the estimate of additional funds required for completion of the contract/task order. NVTA shall not be obligated to reimburse Consultant for any work performed, if in the performance thereof the total funding then allotted to the contact will be exceeded.

NVTA shall not be obligated to pay the Consultant any amount in excess of the ceiling price reflected in the contract and/or task order until the NVTA Project Officer shall have been notified by the Consultant 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 Consultant 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 E

CONSULTANT TERMS AND CONDITIONS

1. **CONTRACT REQUIREMENTS:** NVTA follows Virginia procurement laws. Accordingly, all applicable federal and state requirements will apply. Consultants are expected to be familiar with these requirements. NVTA will provide a contract containing these provisions for execution by the Consultant. Consultants should not expect to use their own standard contracts for this engagement. Commonwealth of Virginia requirements are subject to change; the contractor is responsible for complying with the most current regulations.

The final contract will contain 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 Consultant 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) Virginia's Public Procurement Act, as amended.
 - b) Contract Terms and Conditions
 - c) Request for Proposal (RFP)
 - d) Consultant's Accepted Proposal

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

4. **OBLIGATION OF CONSULTANT:** By accepting the award, the Consultant agrees that it has satisfied itself from a personal investigation of the conditions to be met, that the obligations herein are fully understood, and no claim may be made, nor will there be any right to cancellation or relief from the contract because of any misunderstanding or lack of information.
5. **ASSIGNMENT OF CONTRACT AND SUBCONTRACTING:** Contract/task order(s) shall not be assignable by the Consultant in whole or in part without the written consent of NVTA. In the event that the Consultant desires to subcontract some part of the work specified herein, the Consultant shall furnish to NVTA the names, qualifications and experience of the proposed subcontractors. The Consultant shall, however, remain fully liable and responsible for the work to be done by his subcontractor(s) and shall assure compliance with all requirements of the contract.
6. **CONSULTANT RESPONSIBILITIES:** Consultant shall be responsible for completely supervising and directing the work under this contract and all subcontractors that it may utilize, using its professional skill and attention in accordance with the normal degree of care and skill of other reputable Professionals providing similar services on similar projects of like size and nature at the same time in

the Washington DC metropolitan area. Subcontractors who perform work under this contract shall be responsible to the Consultant. Consultant agrees that it is as fully responsible for the acts and omissions of its subcontractors and of persons employed by the Consultant as it is for the acts and omissions of its own employees.

7. **NO CLAUSE 7**

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 Consultant 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 Consultant.

Claims by the Consultant 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 Consultant. If the Consultant is not satisfied with the decision or resolution of the Contract Manager, the Consultant may file a formal dispute with regard to the claim with the Project Officer within 30 days of the decision of the Contract Manager. The Project Officer shall reduce his/her decision to writing and shall mail or otherwise furnish a copy of his/her decision to the Consultant within 30 days of the receipt of the claim from the Consultant. The decision of the Project Officer 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 Consultant shall proceed diligently with the performance of the work under this contract.

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

9. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, NVTA, after due oral or written notice, and the failure of the Consultant to so cure in a commercially reasonable time as set forth in the written notice, may procure them from other sources and hold the Consultant responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that NVTA may have.
10. **TERMINATION FOR CONVENIENCE OR DEFAULT:** NVTA may terminate this contract, or any portion of it, by serving a written notice of termination on the Consultant. The notice shall state whether the termination is for convenience of NVTA or for the default of the Consultant. If the termination is for default, the notice shall state the manner in which the Consultant has failed to perform the requirements of the contract. The Consultant shall account for any property in its possession paid for from funds received from NVTA, or property supplied to the Consultant by NVTA. If the termination is for default, NVTA may fix the fee, if the contract provides for a fee, to be paid the Consultant in proportion to the value, if any, of work performed up to the time of termination. The Consultant shall promptly submit its termination claim to NVTA and the parties shall negotiate the termination settlement to be paid the Consultant.

If the termination is for the convenience of NVTA, the Consultant 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, NVTA determines that the Consultant 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 Consultant, NVTA, after setting up a new work schedule, may allow the Consultant to continue work, or treat the termination as a termination for convenience.

The Consultant shall include provisions for termination for convenience of NVTA 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 Consultant from any recovery from NVTA whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

11. **ANTITRUST:** By entering into a contract, Consultant conveys, sells, assigns, and transfers to NVTA 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 NVTA under said contract.
12. **ACCESS TO RECORDS:** The Consultant agrees to provide NVTA access to any books, documents, papers and records of the Consultant that are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

Consultant 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 Consultant agrees to maintain same until NVTA or its duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. The Consultant agrees to permit NVTA to reproduce project documents by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

13. **TESTING/INSPECTION:** NVTA 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 Consultant'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 Consultant for use in performing services for NVTA, and shall save NVTA 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 NVTA on account of or arising out of such use. NVTA shall obtain the same for any such items obtained by NVTA which are used by the Consultant and hold the Consultant harmless.
15. **WARRANTY:** To the extent applicable, all materials and equipment furnished by the Consultant shall be fully guaranteed against defects in material and workmanship in accordance with the most favorable commercial warranties the Consultant 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.

All “subject data” first produced in the performance of this contract shall be the sole property of NVTA. The Consultant 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 Consultant 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 NVTA, until such time as the NVTA may have either released or approved the release of such data to the public.

17. **PATENT RIGHTS:** If any invention, improvement, or discovery of the Consultant 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 Consultant agrees to provide immediate notice and a detailed report to NVTA.
18. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** Consultant 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:** Consultant shall not seek to hold liable NVTA, 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 Consultant shall defend, NVTA, its officers, agents, servants and employees (hereinafter individually and collectively referred to as "Indemnitees"), from all suits, claims, demands, actions, or proceedings, and to the extent permissible by law, indemnify and hold harmless the Indemnitees from:
 - a. All damages of liability, including costs, expenses and attorney fees, to the extent caused by any negligent, reckless or wrongful act, error, or omission or the willful misconduct of Consultant or any person or organization for whom Consultant is responsible, and arising out of the performance of professional services under this Agreement; and
 - b. All liability, loss, damage, claims, demands, costs and expenses, including, in part, court costs and attorney fees, based upon any act, omission, or occurrence of Consultant or any person or organization for whom Consultant is responsible, to the extent arising out of, in connection with, resulting from or caused by the performance or failure of performance of any work or services other than professional services under this Agreement, or from conditions created by Consultant’s performance or non-performance of said work or services.

Consultant agrees to maintain adequate insurance to protect NVTA and its officers, agents, and employees from liability arising out of this contract.

20. **ETHICS IN PUBLIC CONTRACTING:** Consultant 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.

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

21. **DEBARMENT STATUS:** By submitting this proposal, the Consultant 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.

Consultant 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, Consultant 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.

22. **CIVIL RIGHTS:** Consultant certifies to NVTA 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, Consultant 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, Consultant 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, Consultant 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. Consultant 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, Consultant 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, Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Consultant 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, Consultant 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, Consultant agrees to comply with any implementing requirements.

Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Consultant, in all solicitations or advertisements for employees placed by or on behalf of Consultant, will state that Consultant 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) Consultant 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.

23. **DISADVANTAGED BUSINESS ENTERPRISE (DBE) / Virginia Small, Women-owned, and Minority-owned Business (SWaM):** If the Offeror is certified as a DBE or Virginia SWaM, document certification in Attachment D. Otherwise, where it is practicable for any portion of the awarded contract to be subcontracted, the Consultant is encouraged to offer such business to minority and/or women-owned businesses.

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

Consultant 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 funds provided under this agreement. In this regard, NVTA and its Consultants shall take all necessary and reasonable steps to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts.

Consultant, 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 NVTA and 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.

24. **NON-DISCRIMINATION AGAINST FAITH-BASED ORGANIZATIONS:** NVTA does not discriminate against faith-based organizations in procuring supplies and services.
25. **INSURANCE REQUIREMENTS:** A checklist of required insurance coverage is attached and identified as “NVTA 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 Consultant should provide a letter from its insurance agent stating that the prospective Consultant 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 NVTA’s insurance requirements are met.

Consultant 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. Consultant 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. Consultant 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. Consultant 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 NVTA, to protect the Consultant, its subcontractors, and the interest of NVTA, 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 Consultant. In addition, all mobile equipment used by the Consultant in connection with the contracted work, will be insured under either a standard Automobile Liability policy, or a Commercial General Liability policy.
 - d. 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.

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 Consultant 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. NVTA shall be named an additional insured in the General Liability policies and stated so on the Certificate.
6. The Consultant will provide a signed Certificate of Insurance, evidencing such insurance and such endorsements as prescribed herein, and shall have it filed with the NVTA Assistant Finance Officer before a contract is executed and any work is started.
7. The Consultant will secure and maintain all insurance policies of its subcontractors, which shall be made available to NVTA on demand.
8. The Consultant will provide on demand, certified copies of all insurance coverage on behalf of the contract within 10 days of demand by NVTA. These certified copies will be sent to NVTA from the Consultant'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 NVTA Contract Manager. The Consultant shall furnish a new certificate prior to any change or cancellation date. The failure of the Consultant to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished to the NVTA Contract Manager.
10. Insurance coverage required in these specifications shall be in force throughout the contract term. Should the Consultant fail to provide acceptable evidence of current insurance within five days of written notice at any time during the contract term, NVTA shall have the absolute right to terminate the contract without any further obligation to the Consultant, and the Consultant shall be liable to NVTA for the entire additional cost of procuring the incomplete portion of the contract at time of termination.
11. Compliance by the Consultant and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Consultant 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 NVTA from supervising and/or inspecting the project as to the end result. The Consultant 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 NVTA. The Consultant shall be as fully responsible to NVTA 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. Consultant 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 Consultant does not wish to meet the specifications of these insurance requirements, alternate insurance coverage proposed by the Consultant, may be considered by the NVTA Project Officer.
26. **CHANGES:** By written notice to the Consultant, NVTA may from time to time make changes within the general scope of the contract, in the services to be provided by the Consultant, 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 Consultant 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 Consultant'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 Consultant for adjustment under this clause must be asserted by written notice to NVTA within 30 days from the date of receipt by the Consultant 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 Consultant from promptly proceeding with performance of the contract as changed by the notice.

SECTION F.

REQUIRED PROPOSAL ATTACHMENTS

- Attachment A: RFP Submission Form.
- Attachment B: NVTA Insurance Coverage Required.
- Attachment C: Disadvantaged Business Enterprise Statement.
- Attachment D: Schedule of Disadvantaged Business Enterprise Participation Statement.
- Attachment E: Cost Proposal Format (to be submitted separately from the technical proposal)**
Separate excel template is available on (<https://thenovaauthority.org/about/business-opportunities/>)

ATTACHEMENT A

RFP SUBMISSION FORM

A. SUBMITTING BUSINESS ENTITY IDENTIFICATION & OWNERSHIP DISCLOSURE

Company: _____

Contact Person: _____

Email: _____

Title: _____

Address: _____

Telephone No.: _____

Indicate which of the following apply:

Corporation _____

Partnership _____

Sole Proprietor _____

Small Business _____

Organized under the laws of the State of _____

Principal place of business located at _____

Complete if appropriate:

Disadvantaged Business Enterprise (DBE) _____

Certified by _____

B. VIRGINIA CONFLICTS OF INTEREST & PUBLIC PROCUREMENT

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

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

C. OTHER INFORMATION

1. General character of work performed by your firm:

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

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

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

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 B

NORTHERN VIRGINIA TRANSPORTATION AUTHORITY
INSURANCE COVERAGE REQUIRED

Items marked "X" are required to be provided if award is made to your firm. See specification section entitled "Insurance Requirements." Consultant'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. NVTa named as additional insured on General Liability (This coverage is primary to all other coverages NVTa 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 C
DISADVANTAGED BUSINESS ENTERPRISE STATEMENT**

NVTA is committed to an active effort to involve Disadvantaged Business Enterprises (DBE) and certified Virginia Small, Women-owned, and Minority-owned Businesses (SWaM) in contracting opportunities, to increase competition. To ensure that DBE's/SWaM's have the maximum practicable opportunity to compete for contract and subcontract work, we ask that you describe below, how your organization would include the use of DBE's/SWaM's in fulfilling the RFP requirements.

Complete Attachment D for each DBE/SWaM you plan to utilize during the contract period.

**ATTACHMENT D
SCHEDULE OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION**

Name of Offeror

Project Name

Name of DBE/SMaM Contractor

DBE/SWaM Point of Contact

Address

Phone Number

Type of Product/Services Provided/SOW Tasks and contract items noted below

General Requirement Reference (such as SOW C.2)	Percent of Total Task	Percent of Contract

(Use additional lines as needed)

Please attach a copy of your DBE/SWaM Contractor designation from a Federal or Commonwealth of Virginia Agency.

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

Offeror Date