

**NORTHERN VIRGINIA TRANSPORTATION AUTHORITY
REQUEST FOR UNSEALED PROPOSALS**

Project Title: NVTA Chief Executive Officer Position Description and Compensation Consulting

Request RFP No. 2021-04

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

Issue Date: June 16, 2021

Proposal Due Date/Time: **June 28, 2021 at 12:00 PM (Noon)**

Location: NVTA 3040 Williams Drive, Suite 200
Fairfax, VA 22031

DESCRIPTION OF WORK: The Northern Virginia Transportation Authority (NVTA) is requesting proposals from qualified firms to consult in updating the Chief Executive Officer position description and advise on compensation levels. These tasks are described fully in Section C: Scope of Work.

TYPE OF CONTRACT: Cost Reimbursement, subject to maximum. 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 July 9, 2021.

COVID-19: Health and safety of Authority members, citizens, stakeholders, consultant team members, and staff will be paramount during the procurement process and throughout the conduct of the work. An appropriate mix of in-person and virtual meetings will be necessary during the COVID-19 pandemic, and adjustments will be made as necessitated by circumstances, including guidance by health authorities, government mandates, and building managers.

REGISTRATION OF INTEREST: Interested firms are advised to register their interest via e-mail to Michael.Longhi@thenovaauthority.org. Registration will allow registered firms to receive any amendments to the RFP as well as question and answer sharing.

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SECTION A

BACKGROUND

Background

Northern Virginia experiences the worst traffic congestion in the Commonwealth of Virginia and is consistently ranked among the most congested regions in the United States.

Northern Virginia's transportation network is critical to the economic vitality of the region and the quality of life of our residents. Businesses are attracted to Northern Virginia because of our well-educated and highly-qualified workforce, business-friendly environment and proximity to the federal government. Meanwhile, people choose to live and work in Northern Virginia for the broad range of employment opportunities, first-rate school systems, and diverse mix of leisure, entertainment and cultural attractions. As a result, Northern Virginia is attractive to residents, businesses, workers and visitors alike. However, in order to continue to be an attractive destination to live, work and play, our transportation system must work regionally and comprehensively to connect people and places.

The Northern Virginia Transportation Authority (NVTA, or the Authority) plays a critical role in funding multimodal projects that address the region's transportation needs. To be eligible for funding in the Authority's Six Year Program, projects must be included in the region's current long range transportation plan, referred to as TransAction, which is updated every five years. Updates to the Authority's funding program occur every two years.

About the Authority

In July 2002, the Virginia General Assembly created the 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 funding of regional projects and maintaining Northern Virginia's Long Range Transportation Plan.

The Authority governing body is comprised of 17 members; nine are mayors or chairs (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.

HB 2313 (2013), Virginia's landmark transportation funding legislation, provides the NVTA with dedicated transportation revenues to address the decades-long backlog of regional transportation projects. The revenues collected are divided into two funds: Local Distribution Funds (30%) and Regional Revenue Funds (70%). The Authority has adopted revenue projections which on average will total \$304 million per year from FY2020 through FY2025. Through the FY2020/25 funding program the Authority has funded over \$3.3 billion in regional multimodal transportation projects.

The Authority is currently going through the process to amend the position title which is the subject of this RFP from Executive Director to Chief Executive Officer (CEO). Respondents are advised that the work requested should be undertaken from the perspective that the position has always operated as a CEO, with corresponding responsibilities and expectations.

**SECTION B
INSTRUCTIONS TO OFFERORS**

1. PURPOSE OF RFP/SCOPE OF WORK:

The purpose of this RFP is to procure consulting services to update the Chief Executive Officer position description and provide an analysis of the compensation for the position as it is currently occupied.

- 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 should be submitted as soon as possible.. Please email questions and requests for clarification to Michael.Longhi@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 the contract award.
- 5. SUBMISSION OF PROPOSAL AND PROTECTION OF PROPRIETARY INFORMATION:** A written proposal package responsive to the scope of work and also delineating proposed costs is required. Proposals may be submitted electronically, NVTA prefers the Adobe file format. The proposal is due not later than 12:00 PM (noon) June 28, 2021. NVTA reserves the right to reject any and all proposals received after that time. NVTA also reserves the right to waive irregularities.

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

Ms. Peggy Teal, Assistant Finance Officer
Northern Virginia Transportation Authority
3040 Williams Drive, Suite 200
Fairfax, VA 22031
peggy.teal@thenovaauthority.org

A proposal may also 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 June 28, 2021.

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 # 2021-04 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 these 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 the RFP to the Offeror deemed to be fully qualified and best suited among those submitting responsive and responsible proposals. Negotiations may be conducted with top ranked Offerors. Offerors are cautioned to ensure that all representations in the proposal are complete and accurate.

After negotiations, if any, 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 Consultant's Proposal, as may be amended by mutual agreement, 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. **THIS SECTION IS NOT USED.**

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 Executive Director, 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 Executive Director 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. THIS SECTION IS NOT USED.

14. THIS SECTION IS NOT USED.

15. REQUIREMENTS OF THE PROPOSAL:

The proposal shall include:

- a) Title Page - show the name of the Offeror's firm, local address, telephone number, email address, name of contact person and date.
- b) Letter of Transmittal summarizing the proposal.
- c) Technical Approach (**10 page maximum**):
The technical approach section should describe the project understanding, proposed technical approach to meeting the requirements in the Scope of Work.
The consultant shall explain how they will approach the tasks and identify any options that they believe will be necessary to complete the project and meet the needs of the NVTA.
- d) 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 each subcontractor's performance.
- e) 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.
- f) A list of names, titles, telephone numbers and email addresses of persons authorized to conduct negotiations.
- g) Acknowledgment of receipt of all NVTA amendments to this RFP in the Technical proposal.

16. PROPOSAL EVALUATION: NVTA will use the best value selection method as the basis for award. The proposals, with costs, will be evaluated by a selection team comprising NVTA staff and/or regional/agency staff. The selection panel will take a best value approach to evaluating proposals.

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

Project Understanding/Management	30 points
Proposed Technical Approach – Task 1	30 points
Proposed Technical Approach – Task 2	25 points
Relevant Recent Experience of Key Staff	10 points
DBE/SWaM Inclusion	5 points
Total	100 points

17. **QUALIFICATIONS OF OFFERORS:** NVTA may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to complete the work 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.

18. **REVISIONS PRIOR TO DATE SET FOR RECEIPT OF PROPOSALS:** NVTA reserves the right to revise or amend RFP # 2021-04 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 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.

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 Consultant, unless removed from work on the contract with the consent of, or at the request of, the NVTA.

21. **ADDITIONAL INFORMATION:** NVTA reserves the right to ask any Offeror to clarify its offer.

22. **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.

23. **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.
24. **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.
25. **THIS SECTION IS NOT USED.**
26. **PROJECT MANAGER**: For this project, the following individuals will serve as project manager:

 Project Manager
 Michael Longhi, NVTA CFO
27. **THIS SECTION IS NOT USED.**
28. **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” unless specifically stated in the notice of award.
29. **EXECUTION OF CONTRACT**: The successful Offeror shall execute the contract. The contract will be in writing and shall be executed in the number of copies required by NVTA. The award document will be a contract incorporating by reference all the requirements, terms and conditions of this RFP, Contract Provisions, and the Consultant’s Proposal as agreed upon by NVTA, plus such other terms and conditions as may be mutually agreed.

SECTION C

SCOPE OF WORK

Task 1: Position Description: Consultant's shall review the current position description and employment agreement, offering revisions and observations as determined by the consultant for a public sector position of this type. Consultant will be furnished relevant information about the Authority's charge, organizational goals, strategic plan, prior goals of the incumbent, organizational charts and position descriptions, annual reports (non-financial), audited financial reports, future revenue projections, economic analysis of NVTA regional benefits. Some of this material is attached, or provided as a link, to this RFP. It is expected that the consultant may request additional information and that relevant information may be proposed by NVTA staff as the project proceeds.

NVTA staff will attempt to provide any requested material that currently exists on a same day basis. Any consultant requests beyond current available NVTA material, if after discussion are agreed by NVTA staff to be relevant and practical, will be produced as quickly as possible. Estimates for the production of such material will be provided to consultant. NVTA staff will make outreach efforts to other government organizations and agencies to obtain position descriptions and compensation.

Consultant should advise if interviews with Board Members, staff or other persons is required or advised to complete the task. A list of potential interviewees should be included.

Task 2: Compensation Analysis: Based on the results of Task 1, consultant will conduct a compensation analysis to determine a current compensation basis and a minimum and maximum range. Compensation must be based on public sector pay and benefit structures, with the understanding that while private sector features such as stock and equity positions are impossible, other innovative features may be proposed. Compensation data and benchmarks forming the basis of the analysis and recommendation must be documented and included in the report noted in task 3.

Task 3: Consultant Report: Consultant will present a professional report addressing tasks 1 and 2. Consultant may be asked to present the report at a meeting of the Governance and Personnel Committee and the full Authority.

Task 3: Organizational:

At a minimum consultants must propose the following:

- Project approach and workplan.
- Project schedule and timeline, with milestones.
- Project costs, with any estimates for optional services clearly documented.
- Payment schedule

Consultant may present:

- Additional/alternative approaches and/or strategies to improve the deliverables for Tasks 1 and 2.
- Additional/alternative approaches and/or strategies to reduce the cost or increase the value for deliverables for Tasks 1 and 2.

SECTION D

PAYMENTS TO CONSULTANT

1. THIS SECTION IS NOT USED:

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. The NVTA Project Manager will review the invoices for correctness and appropriateness prior to recommending payment.
- All contract payments will be made by ACH or wire transfer.
- Invoices, at a minimum, shall contain the following information:
 1. Name, Address, Email, Telephone and Fax Number of Consultant
 2. NVTA Contract Number (RFP 2021-4)
 3. Invoice Number
 4. Date of Invoice
 5. Description of Services Rendered, Tied to Relevant Deliverable(s)
 6. Total Invoice Amount
 7. Federal Employer Identification Number

3. TAXES: The NVTA excise tax exemption registration number will be furnished upon request.

4. LIQUIDATED DAMAGES: Even if no specific amount of liquidated damages will apply NVTA reserves the right to obtain appropriate compensation for delays beyond the contractual schedule that are attributable to Consultant performance.

5. 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.

6. 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.

7. **AUTHORIZED FUNDING:** If at any time 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 total authorized funding, 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/task order 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 notified 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 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.

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.dgs.state.va.us/dps and “Manuals.”

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 Technical and Cost Proposal
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 Engineers 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. **CONFIDENTIALITY.** Consultant shall treat the material provided as confidential. The Authority complies with all aspects of the Virginia Freedom of Information Act (FOIA). Any requests for records should be referred to the NVTA Project Manager and NVTA FOIA Officer. All information gathered and the resulting analysis and reports shall be the property of the Authority.
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. **THIS SECTION IS NOT USED.**

16. **THIS SECTION IS NOT USED.**

17. **THIS SECTION IS NOT USED.**

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. Consultant agrees to defend the 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 is or any person or organization for whom Consultant is 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 NVT A 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 an attachment to the proposal. 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. **COOPERATIVE PROCUREMENT:** In accord with Code of Virginia, 2.2-4304, B., this is a cooperative procurement.
26. **THIS SECTION IS NOT USED.**

Attachments/Links

Attachments:

1. Current Position Description
2. CEO 2020 Performance Goals – Self Assessment

Links:

1. Authority Website: <https://thenovaauthority.org/>
2. Annual Reports: <https://thenovaauthority.org/media/annual-reports/>
3. Audited Financial Statements: <https://thenovaauthority.org/funding/audited-financial-statements-adopted-budgets/>
4. Economic Analysis: <https://thenovaauthority.org/wp-content/uploads/2021/04/FINAL-NVTA-Economic-Impact-Study.pdf>
5. Five Year Strategic Plan: <https://thenovaauthority.org/about/five-year-strategic-plan/>
6. TransAction: <https://thenovaauthority.org/planning/process/>

Attachment 1.

Northern Virginia Transportation Authority
The Authority for Transportation in Northern Virginia

NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

POSITION TITLE: Executive Director¹

REPORTS TO: NVTA – Authority Board Members

BACKGROUND:

The Northern Virginia Transportation Authority (NVTA) is a regional transportation authority established by the Virginia General Assembly in 2002. In 2013, the General Assembly passed legislation authorizing that certain taxes and fees will be levied in Northern Virginia jurisdictions² for the funding of transportation improvements in the heavily congested region of Northern Virginia. The Authority will be responsible for allocating approximately \$340 million in revenue per year for transportation improvements, of which 30% will be allocated to jurisdictions and 70% will be programmed by NVTA in accordance with statutory guidance focused on regional congestion reduction. Although permitted by statute, currently NVTA intends to allocate funds to jurisdictions and regional transportation agencies for implementation of proposed projects; therefore, at this time it is not an operating agency.

Organization of the Authority:

- The Authority functions similar to a board of directors, responsible for general policy and decision-making with respect to planning, programming and implementation of regional transportation improvements; additionally, it has fiduciary responsibility for revenue transferred to it by the Commonwealth to include compliance with statutory guidance on Authority and member jurisdictional use of funds.
- Key committees:
 - Finance Committee. Advises Authority on all financial matters and oversees NVTA's financial activities.
 - Technical Advisory Committee (TAC). Advises and provides recommendations on the development of projects, funding strategies and other matters as directed by Authority.
 - Program Planning Advisory Committee (PCAC). Advises Authority on broad policy issues related to periodic update of NVTA's Long Range Transportation Plan and

¹ The title of this position is being changed to Chief Executive Officer (CEO); it has functioned as a CEO since the position inception.

² Northern Virginia jurisdictions are the counties of Arlington, Fairfax, Loudoun and Prince William; and the cities of Alexandria, Fairfax, Falls Church, Manassas and Manassas Park.

- Six-Year Plan, with specific consideration to regional transportation, land use and growth issues.
 - Jurisdiction and Agency Coordinating Committee (JACC). Advises Authority on transportation projects and services, regional transportation planning, long range planning, air quality and legislation; functions as NVTA's lead committee for coordination of regional transportation plans and programs.
- Council of Counsels. Provides legal counsel and advice to Authority.

As the key member of the Authority's management team, the executive director is responsible for day-to-day operations of the Authority, to include:

- Leadership
 - In collaboration with committees and local jurisdictions, sets the strategic vision for the NVTA and ensures planning and programming of NVTA directed investment that supports achievement of its Long Range Plan.
 - Oversees administration of NVTA.
 - Ensures that a coordinated annual operational plan and calendar is drafted for Authority approval.
 - Recommends an annual operations budget and debt service (capital) budget and, in concert with CFO, manages NVTA's resources.
 - Provides leadership to NVTA staff.
- Building working relationships
 - Develops and maintains relationships with Authority [board] members.
 - Works in close, frequent, and occasionally confidential collaboration with Authority [board] to identify problems, needs, opportunities, and to coordinate responsibility for achieving both near-term and long-term goals.
 - Reports monthly to Authority on specific tasks and responsibilities.
 - Forges effective, mutual relationships with elected officials and key jurisdictional/agency staffs at all levels of government, private sector partners, and members of community groups and the general public.

SPECIFIC RESPONSIBILITIES:

- Is principal staff advisor to the Authority and its members on all matters related to responsibilities and functioning of NVTA.
- Is principal NVTA staff coordinator with jurisdictions and relevant agencies, recognizing that various committee staff leads work directly with counterpart staff members.
- In collaboration with appropriate committee, takes a leading role in drafting strategic vision and plans to Authority.
- Ensures coordination amongst the various committees and Council of Counsels so that Authority receives coordinated recommendations, while also ensuring that advisory committee advice is also directly received by the Authority.
- Ensures that financial responsibilities and accountability are fulfilled.
- Drafts staff coordinated agenda for Chairman's consideration and ensures that meeting informational packets are prepared and distributed in a timely fashion in advance of meetings.

- Selects and supervises NVTa staff.
- Presents annual proposed operations budget to Authority.

PREFERRED CHARACTERISTICS:

- Self-starter comfortable working with broad [board] guidance and minimal oversight.
- Professional demeanor that “presents well” to public officials (elected and appointed).
- Accustomed to working with multiple agencies and engendering a cooperative relationship.
- Ability to brief and speak to elected and appointed officials and the general public in an easily understood manner.
- Ability to prepare briefings, charts and information papers readily understood by the general public.
- Ability to cast and exercise broad leadership vision, while demonstrating willingness to engage with hands-on participation necessary in a small office environment.
- Accustomed to representing an organization in front of various media (e.g., print, radio and television).

QUALIFICATIONS:³

- Master’s degree preferred in business administration, public policy, transportation planning or a related, relevant discipline.
- Demonstrated knowledge/experience:
 - ✓ working in a complex political and policy environment where consensus building is critical to organizational success.
 - ✓ of regional transportation planning and programming in the context of a Metropolitan Planning Organization (MPO) environment.
 - ✓ of the general principles and practices related to public financial systems, ideally to include capital financing and budgeting.
 - ✓ large regional multi-year capital transportation infrastructure projects.
 - ✓ coordination of presentation and project deadlines across jurisdictions and agencies.
- Knowledge of
 - ✓ federal rules relating to transportation planning in an MPO with non-attainment of air quality standards.
 - ✓ large transportation/transit service project management oversight standards, tools and techniques.
 - ✓ financial planning and best approaches to oversight of funds.
 - ✓ methods for transportation/transit performance evaluation (from regional perspective) and measurement tools.
 - ✓ Board meeting/presentation organization and time management.
- Ability to

³ It is not anticipated that candidates will be experts or experienced in every listed qualification. The list is intended to provide the scope and breadth of the challenges and work that will engage the Executive Director.

- ✓ define goals and develop plans/mechanisms to achieve them.
- ✓ establish and maintain effective working relationships with peers and colleagues.
- ✓ exercise effective time management, balance multiple priorities and consistently meet time lines and due dates.
- ✓ develop, implement and monitor internal controls.
- ✓ use and apply typical office software programs.
- ✓ work/interact effectively and professionally with Authority and key jurisdictional staff.

ADDITIONAL CONSIDERATIONS:

- Executive Director will travel often (normally with his/her vehicle) in Northern Virginia; will be provided a monthly travel allowance.
- Executive Director is expected to live in Northern Virginia.

WORK ENVIRONMENT:

Work will typically be performed in a quiet, office environment. Support to Authority (and potentially, committee) meetings will be in a public meeting environment that may be crowded and sometimes noisy. Considerable travel within the region is to be expected.

NVTA is an Equal Opportunity Employer.

Attachment 2.

Executive Director Goals for 2020

1. Adoption of Update to the Six Year Program

Achieved – In May 2020 the Authority adopted revised revenue projections (revisions due to COVID-19) and FY2024/25 PayGo recommendations totaling \$522 million. These projections kept all prior funding commitments whole in the face of economic uncertainty due to COVID-19. Subsequent negotiated project withdrawals increased available funding for the Six Year Program update to \$539 million.

In July 2020 the Authority adopted the update to the Six Year Program, which contained 20 multi modal projects with a total funding level of \$539 million.

2. Work session with the Authority – (policies/procedures/organizational structure)

3. Initiate the update to TransAction—initiate procurement, develop and post RFP, select contractor

Achieved – After over one year of preparation the Transaction Update RFP was posted in November of 2020. Working with jurisdiction representatives and subject matter experts from both agencies and jurisdictions an award recommendation was approved by the Authority in March 2020. This process was notable in that regional staff consensus was built during the review of proposals to move away from the incumbent consulting firm and undertake a Transaction Update that will not only update the region's multi modal transportation plan but also facilitate the Authority's strategic plan goals of building in-house transportation modelling capabilities.

4. Develop policy guidelines for Innovative and Disruptive Technologies to incorporate into the TransAction update

Guess this will be TTSP?

5. Conduct and present evaluation of Long-Term Benefits analysis

6. Clean unmodified Audit for FY2020

Achieved – The FY2020 independent audit not only received a clean/unmodified opinion, but was also notable for not having any management comments.

7. Continue to implement Five-Year Strategic Plan

Achieved – Solid progress on several Strategic Plan objectives were achieved during this period:

Regional Prosperity – The Authority continued investing in regional multi modal transportation projects (20 additional projects with \$539 million in funding) supporting the regional economy through the creation of 30,000 jobs creating a 250% ROI for the Commonwealth and triggering an additional \$4.6 billion in matching transportation benefit on top of the \$2.5 billion in direct Authority investments, for a total value of \$7.1 billion.

Mobility – Authority projects are expected to save citizens 225 million hours of travel time, resulting in a monetary savings of \$3.12 billion.

Innovation – The Authority lead the region in COVID-19 transportation impacts assessments, the development of a Transportation Technology Strategic Plan, and through the Transaction Update is activating the ability to develop in-house modelling.

Funding – In addition to the economic impacts noted above, through strong General Assembly support in the 2020 Session, the Authority received XXXX in funding restoration.

8. Update Authority's Communications Plan
9. Regional Multi-Modal Mobility Program (RM3P)—continue the partnership with the Commonwealth in the execution of the RM3P. Anticipate delivering the initiatives one and two by the end of the year
10. Promote and Represent NVTAs profile by:
 - a. Representing the Authority at regional and national transportation conferences
 - b. Coordinating with the NoVA business community to better understand how the NoVA transportation system affects regional prosperity and identify how different types of multimodal regional transportation projects support economic growth and raise quality of life for Northern Virginians
 - c. Participating in regional initiatives/studies
 - d. Continuing to build and foster partnerships with business community (Chambers), stakeholders
 - e. Building-cultivating strategic relationships, raising visibility

11. Update the Economic Impact Analysis with the adoption of the Six Year Program update

Achieved – attach the one pager

12. Work with the Transportation Planning Board (TPB) on the development of the new transportation model for VA MD and DC, and examine potential utilization with the TransAction update.

13. Build capacity for in-house multimodal regional transportation modelling, aligning with TBP data and the TransAction Update.

Achieved – The in-house modelling platform to be built out via the Transaction update contract sets the technological base for NVTA transportation modeling. The platform chosen is consistent with the projected TPB direction and the technology used by most member jurisdictions.

14. PIO Group - Utilize group to advance NVTA brand and initiatives through the collaborative work on groundbreakings and ribbon cuttings.

15. Regional Investment Group - Utilize the group to monitor existing or potential legislation

Achieved – The Authority's Regional Investment Group was the catalyst for changes to the Code of Virginia to expand investment analyst to include credit assessment by Fitch Ratings. Starting from this group, and through the Authority's 2020 Legislative Program (this was one of two objectives in 2020) active support for this effort was built regionally and statewide with the Virginia Treasurer's Association, VML and VACO. This effort has expanded safe, allowable investments by over \$6 billion on a daily basis. The effort received unanimous support in both the House and the Senate.

16. Continue to advocate for additional federal and state funding for transportation projects in the region