

**NORTHERN VIRGINIA TRANSPORTATION AUTHORITY
REQUEST FOR PROPOSALS**

Project Title: Preliminary Deployment Plan for a Regional Bus Rapid Transit System in Northern Virginia (PDP-BRT)

Request RFP No. 2023-01

Contact: Sree Nampoothiri, Project Manager

Cell: (703) 762-6298

Office: (703) 642-4656

Email: sree.nampoothiri@thenovaauthority.org

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

<u>Issue Date:</u>	April 6, 2023
<u>Written Questions Due:</u>	April 12, 2023 at 12:00 PM (noon)
<u>Offeror Registration Required:</u>	April 14, 2023 at 5:00 PM
<u>Proposal Due Date/Time:</u>	May 11, 2023 at 12:00 PM (Noon)
<u>Location:</u>	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 develop a Preliminary Deployment Plan (PDP) for a regional Bus Rapid Transit (BRT) system in Northern Virginia. The PDP-BRT builds on the work undertaken as part of TransAction, the region's long-range transportation plan, the current version of which was adopted by NVTA in December 2022. Request for Proposal (RFP) tasks will identify the opportunities and challenges associated with incremental deployment of a regional BRT system. 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 is registered by submitting an email to Procurement@TheNoVAAuthority.org by April 14 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 April 12 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.

ORAL PRESENTATIONS: Oral presentations with top-ranked firms are tentatively scheduled to be held in-person during week beginning June 12, 2023.

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 October 13, 2023.

PERIOD OF PERFORMANCE: The initial performance period of this contract is expected to be two years. The performance period may be extended by mutual agreement through the issuance of additional task orders.

COVID-19: The health and safety of Authority members, citizens, stakeholders, consultant team members, and staff will be considered throughout the conduct of this contract. An appropriate mix of in-person and virtual meetings will be used as necessary and convenient during the execution of task orders.

Table of Contents

Section	Title	Page #
Section A	Background	4
Section B	Instructions to Offerors	6
Section C	Scope of Work	14
Section D	Payments to Consultant	31
Section E	Consultant Terms and Conditions	33
Section F	Required Attachments	42
Section G	Price Proposal Summary Table (For inclusion in separately bound price proposal).	50

SECTION A

BACKGROUND

Background

Northern Virginia experiences some of 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, housing choices 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 through the Authority's [Six Year Program](#), updated every two years, projects must be included in the region's current long-range transportation plan, referred to as TransAction, which is updated every five years. The [current version of TransAction](#) and its associated Project List was adopted in December 2022.

With a desire to reduce the region's dependence on driving alone and recognizing that future Metrorail extensions in Northern Virginia will not happen for multiple decades at least, TransAction includes a discussion on a potential regional BRT system, together with ways in which transportation technologies can be leveraged in the years ahead. Developed with the help of a multi-agency BRT Planning Working Group established by NVTA in early 2021, the TransAction Project List includes a number of candidate projects (mostly unfunded for now) that together form a regional BRT and High-Capacity Transit (HCT)¹ system. If a regional BRT system is to be successful in attracting commuters and others who currently drive, it must be fast, frequent, and reliable. Such a system must be developed as a regional overlay to, and integrated with, other modal subsystems, with the expectation that it can be built out in advance of any Metrorail extensions.

Using the planning and analytical work that has already been undertaken as part of the recent TransAction update, and recent/ongoing work by other organizations, the purpose of this RFP is to better define a regional BRT system. Such definition includes, but is not limited to, potential alignments, bus priority measures (infrastructure and technology-based), coordinated and integrated operations across multiple lines and transit agencies, mobility hubs, technology, funding, and governance. The PDP-BRT will explore public sentiment and begin to build community and business interest and support. In so doing, the PDP-BRT will lay the groundwork for NVTA's member jurisdictions and regional partners to consider submitting robust future BRT-related funding requests to NVTA in a coordinated and sequential manner.

In addition to the specific tasks noted in the Section C Scope of Work, NVTA anticipates the possibility of issuing additional task orders for related technical and communications tasks that may be identified during the period of performance.

¹ The term HCT is used in TransAction where planning development activities are not sufficiently advanced to specify the form of transit mode, but could include BRT, light rail, or heavy rail.

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 members appointed by the Speaker of the House of Delegates; one State Senator; and two citizens appointed by the Governor. In addition, the Director of the Department of Rail and Public Transportation and the Commissioner of Highways, or designee, and a representative of one 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 average \$425.5 million per year from FY2023 through FY2027.

SECTION B
INSTRUCTIONS TO OFFERORS

1. PURPOSE OF RFP/SCOPE OF WORK:

The purpose of this RFP is to procure professional consulting services to develop a preliminary deployment plan (PDP) for a regional Bus Rapid Transit (BRT) system in Northern Virginia. The PDP will use the body of work underpinning TransAction as a platform for bridging across to NVTA's Six Year Program (SYP), starting with the FY2026-2031 SYP. 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 should be submitted by 12:00 Noon on April 12, 2023. 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 the 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 May 11, 2023. 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. Peggy Teal, Assistant Finance Officer
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 May 11, 2023.

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 # 2023-01 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. 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 Consultant's Technical and Cost 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 the Request for Proposals with respect to the items in question. Specifically, alternative subcontractors for Community Engagement (Task 1.3) may be requested.

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.

15. **REQUIREMENTS OF THE SEPARATE TECHNICAL AND PRICE PROPOSALS:**

Technical and price proposals are required for the Preliminary Deployment Plan (PDP) for a regional Bus Rapid Transit (BRT) system in Northern Virginia. 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, email address, name of contact person and date.
- b) Table of Contents.

- c) Letter of Transmittal summarizing the proposal.
- d) Technical Approach (**25 page maximum**):

This section should describe the project understanding, proposed technical approach, proposed approach to community engagement/communications, and management plan. The proposal must address in depth the Offeror’s plans to meet the requirements of each of the phases/tasks and activities outlined in the “Scope of Services” 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 community engagement, reviews by NVTA staff and NVTA’s committees, and presentation of draft and final PDPs to the Authority at its regular meetings in February and July 2025 respectively. 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 # 2023-01; 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 project and meet the needs of the NVTA.

All deliverables and intermediate work products will be reviewed by NVTA staff and discussed with NVTA’s BRT Planning Working Group. Selected deliverables will be reviewed by the Authority’s committees – the Planning and Programming Committee (PPC), the Planning Coordination Advisory Committee (PCAC), and the Technical Advisory Committee (TAC.) In addition, the Transportation Technology Committee (TTC) and Modeling Working Group may be briefed for relevant topics.

The consultant should assume that at least one team member will attend the monthly PPC, PCAC, and TAC meetings for the duration of the project, which are typically held in person at NVTA on a weekday evening except during August, when these committees do not normally meet. Approximately twice during the period of performance, coincident with key milestones, the consultant should assume that its project manager and at least three other team members will attend a half-day work session with Authority members. The consultant should assume that relevant key staff will meet with the TTC and Modeling Working Group, which meet as needed.

Community information and participation are critical to this project and should be considered integral to each task. While the parties to the process vary greatly, consistency is essential in communicating effectively. Community engagement will incorporate a flexible combination of in-person and virtual meetings, in addition to other forms of engagement, such as pop-up events, online surveys and social media.

- 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 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. Key personnel include the project manager, deputy project manager, quality assurance manager, and community engagement 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 each 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 four projects performed over the last five years, similar or equivalent in size and scope to the work described in the solicitation. **Project descriptions, limited to two pages each**, should describe relevant work previously performed by the Offeror and proposed subcontractors. In addition to a concise description of the technical work performed under the contract, project descriptions should include the name of the client, contact person, title, address, phone number, and direct email address. Project descriptions should also provide the contract number and contract value and the time period of performance.

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

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

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.

Attachment D: Schedule of Disadvantaged Business Enterprise Participation Statement.

j) Price Proposal (Separately Bound from the Technical Proposal) which includes:

a. Title page – name of the firm, local address, telephone number, fax, 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.

16. 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 comprising NVTA staff, regional jurisdiction and/or agency staff. 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, the selection panel will meet again to make a selection recommendation to the CFO prior to presentment to NVTA’s Chief Executive Officer (CEO). 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.

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

Proposed Technical Approach	50 points
Proposed Approach to Community Engagement/Communications	20 points
Relevant Recent Experience of Team (and references)	10 points
Relevant Recent Experience of Key Staff	10 points
Project Understanding/Management	5 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 furnish the item(s) 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 # 2023-01 prior to the date set for receipt of proposals. Such revisions and amendments, if any, will be announced by an amendment or amendments to this RFP. Copies of such amendments as may be issued, will be furnished to all 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. **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.
26. **CONTRACT MANAGER, PROGRAM MANAGER, PROJECT MANAGER AND PROJECT OFFICER:** For this project, the following individuals will serve as managers and officer:

Contract Manager
 Peggy Teal
 Assistant Finance Officer
 NVTA

Project Officer
 Michael Longhi
 Chief Financial Officer
 NVTA

Program Manager
 Keith Jasper
 Principal
 NVTA

Project Manager
 Sree Nampoothiri
 Senior Transportation Planner
 NVTA

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 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.

27. PROCUREMENT SCHEDULE

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

<u>Date</u>	<u>Activity</u>
April 6, 2023	Issue RFP
April 12, 2023 at 12:00PM (Noon)	Written Questions on RFP Due
May 11, 2023 at 12:00PM (Noon)	Proposal Due Date
June 9, 2023	Short-listed firms notified
Week beginning June 12, 2023	Oral Presentations
October 12, 2023	NVTA Approval of Award
Week beginning October 30, 2023	Kick-off meeting

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 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. 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 Technical and Cost Proposal as agreed upon by NVTA, plus such other terms and conditions as may be mutually agreed.

SECTION C

SCOPE OF WORK

What is a Preliminary Deployment Plan (PDP)?

The philosophy that guides the PDP is encapsulated by the phrase ‘Think big, start small, build momentum.’ The PDP will support the advancement of a regional BRT system that, when fully deployed, will provide a new travel option in Northern Virginia.

The PDP will bridge the gap between TransAction and NVTA’s Six Year Program, by facilitating the development of funding requests by transit, highway, and other relevant agencies for components of the regional BRT system. The PDP will ensure a consistent and holistic approach to development and incremental deployment of the regional BRT system over the next decade.

The PDP will use the analytical work undertaken as part of the current version of TransAction, adopted in December 2022, as a starting point. The PDP will also incorporate any relevant findings from ongoing initiatives such as; NVTA’s funded BRT projects, the Northern Virginia Transportation Commission (NVTC) Northern Virginia Regional Bus Transit Analysis and the Washington Metropolitan Area Transit Authority (WMATA) Better Bus Network Redesign, and other recent initiatives such as the Virginia Department of Rail and Public Transportation (DRPT) Transit and Travel Demand Management Studies for I-66 and several segments of I-495, and for the Springfield to Quantico corridor. The focus of the PDP must be customer-driven to maximize the potential for modal transfer and congestion reduction.

The PDP will build upon NVTA’s track record and lessons learned from funding 21 bus projects to date totaling \$570 million. These projects include five BRT lines, three maintenance/storage facilities, nine vehicles acquisition projects, and four passenger/operational facility improvement projects. A further seven NVTA-funded transportation technology projects totaling almost \$20 million complement these bus projects.

The PDP will explore deployment and operational challenges/opportunities for a regional BRT system, such as identification of a common regional vision, best BRT system operational practices across the nation (including mobility hubs, technology applications, and service patterns), favorable travel demand patterns (using multiple data sources and NVTA’s regional transportation model), bus priority measures (infrastructure and technology based), operational requirements (including vehicles, storage and maintenance), technology, capital and operational cost estimation, estimation of congestion reduction, ridership and fare-box revenue, sensitivity analysis using scenarios, funding needs, coalition building (featuring a combination of community engagement, perception surveys, focus groups, pop-up events, business briefings, and development of messaging materials), and an exploration of governance factors.

As the name suggests, the PDP stops short of a fully-fledged deployment plan, as NVTA does not currently deploy, operate, or maintain transportation projects or systems. The PDP will not necessitate a redesign of current BRT initiatives, nor is it intended to duplicate regular local service enhancements initiated by local transit agencies.

The PDP is a win-win-win initiative:

- NVTA’s local partners continue to do what they do best, i.e., diligently developing individual BRT lines.
- NVTA does what it does best by developing the regional overlay for an integrated regional BRT system that can incrementally advance a regional vision in collaboration with NVTA’s local partners.

- Northern Virginians benefit from new transportation options, improving their quality of life while helping to reduce congestion and dependency on driving alone and thereby achieving the Northern Virginia’s vision and goals.

PDP Organizational Structure

Strategic and technical guidance will be provided by two bodies throughout the development of the PDP.

NVTA will serve as the overarching strategic/policy guidance body. Two half-day work sessions will be conducted with NVTA members, one early in the period of performance and one following a Public Hearing and public comment period anticipated in Spring 2025. Regular updates will be provided as needed at NVTA’s regular monthly meetings throughout the period of performance. It is anticipated that NVTA will approve the PDP in July 2025.

In late 2020, NVTA identified a need for a forum to discuss matters pertaining to BRT plans and deployments with transportation planning staff across the region, including in Maryland and the District of Columbia. This need was in anticipation of the TransAction update and identification of candidate BRT-related project opportunities within and connecting to Northern Virginia. No such forum was identified so NVTA established its own BRT Planning Working Group with a focus on identifying projects, at a high level of detail, that could be added to the draft TransAction Project List. The BRT Planning Working Group met four times between March 2021 and January 2022. TransAction was subsequently adopted in December 2022.

The BRT Planning Working Group will be reactivated as a technical guidance and coordination body to support development of the PDP. It will meet approximately quarterly. Membership will be refreshed and expanded, since more than 15 months will have passed since the last meeting and the focus of the Working Group is advancing from planning to deployment. Membership currently comprises staff representatives from NVTA’s nine member jurisdictions and five largest towns in Northern Virginia, the Virginia Department of Transportation (VDOT), DRPT, National Capital Region Transportation Planning Board (TPB), WMATA, NVTC, Montgomery County, Prince George’s County, and the District Department of Transportation (DDOT).

While not formally part of the PDP’s organizational structure, NVTA recognizes the importance of community input and support (citizens and businesses) for a major initiative such as a regional BRT system. Consequently, NVTA staff will leverage the existing TransAction stakeholder group and consider ways to encourage inputs from various business associations in the region.

Constraints and Assumptions

The PDP advances the concept of a regional BRT system beyond the planning level of work conducted for TransAction in readiness for possible future deployment. However, there will remain some unknowns throughout this process, including but not limited to uncertainties related to future travel demand under a post-pandemic ‘New Normal’, governance and funding, public policy and priorities on topics such as free fares, travel behaviors, and Northern Virginians’ willingness to reduce or reverse their dependency on driving alone.

Relevant constraints and assumptions must be documented throughout the development of the PDP and reported in key deliverables.

TransAction

TransAction is a needs-based, data-driven plan that, among other things, includes a Project List containing multimodal, regional transportation projects. This Project List represents the initial eligibility filter for projects that can be funded through NVTA’s Six Year Program. Since

TransAction is a fiscally and geographically unconstrained plan, inclusion of a project in the TransAction Project List is not a guarantee of future funding by NVTA, but TransAction will support the evaluation of projects under funding consideration. The TransAction Project List includes multiple BRT/HCT projects with an estimated project cost of more than \$10 billion. The PDP will identify and evaluate projects that are most relevant to the regional BRT system.

The TransAction vision statement was approved in December 2020 and states:

Northern Virginia will plan for, and invest in, a safe, equitable, sustainable, and integrated multimodal transportation system that enhances quality of life, strengthens the economy, and builds resilience.

TransAction goals, objectives, measures, and associated weights were subsequently approved in December 2021. The TransAction vision incorporates NVTA's Core Values – Equity, Safety, and Sustainability – which describe how the TransAction goals will be achieved. The PDP-BRT must be in alignment with NVTA's Core Values.

Six Year Program

As mentioned above, the TransAction Project List represents the initial eligibility filter for projects that can be funded through NVTA's Six Year Program. Since TransAction is a fiscally and geographically unconstrained plan, inclusion of a project in the TransAction Project List is not a guarantee of future funding by NVTA, but TransAction will support the evaluation of projects under funding consideration during each Six Year Program update cycle (every two years).

Eligible applications are evaluated on a consistent basis, taking into account quantitative factors, qualitative measures, and public comment. NVTA's regional transportation model is used to evaluate three quantitative factors – Congestion Reduction Relative to Cost (CRRC), TransAction Ratings, and Long-Term Benefit – all of which pertain to Code of Virginia requirements.

Regional Transportation Model

NVTA uses a regional transportation model for TransAction and Six Year Program updates. This model will be made available to the consultant, with support from NVTA staff and NVTA's TransAction consultant, subject to necessary agreements being in place. The model is described below.

Model Framework

NVTA's current travel model was developed with a strategy to utilize regional (macro-level) travel demands and patterns in a mesoscopic simulation platform, to derive finer resolution traffic flows at the intersection level via dynamic traffic assignments. The macro model is an enhanced version of the National Capital Region Transportation Planning Board's (TPB) trip-based demand model in CUBE (version 2.3.78). The following enhancements are included:

- Graphical user interface (GUI) to manage scenarios and execute model runs.
- Inclusion of emerging modes such as connected and automated vehicles (CAV) and transportation network companies (TNC).
- Model run results presented via a dashboard.

With a static equilibrium convergence in the CUBE model for highway and transit assignments, demand metrics and loaded networks are imported into the DTALite environment. In this step, a spatial queue-based traffic simulation model is applied to derive final set of roadway congested conditions. A mesoscopic roadway network in DTALite was developed for the Northern Virginia region, using the following data sources:

- TPB CUBE network attributes.
- OpenStreetMap.
- NVTA TRANSIMS network.

Estimation/validation

Trip generation, distribution, and mode choice parameters are estimated from TPB’s latest 2017-18 Household Travel Survey. CUBE model’s highway and transit assignments were validated with AADT, VMT, and transit boarding data. The following key metrics are reported:

- Trip rates per household by trip purposes.
- Screenlines and cutlines, as defined by the TPB, are used as part of traffic assignment validation.
- The HPMS VMT data were used for validation against the model estimates of VMT by jurisdictions, especially those in Northern Virginia.
- Transit assignment validation includes the comparisons of daily boardings by transit submodes between the estimated and observed.
- The DTA model calibration and validation leveraged the RITIS/INRIX speed data to identify the locations and extents of congestion at a high level of spatial and temporal detail, with focus on key corridors in Northern Virginia.

Land use/Network Scenarios

A set of 3700+ traffic analysis zones (TAZs) provide estimates for household, employment and other activity centers that are based on TPB’s cooperative land use forecasts (version 9.1a). The No-Build network is based on TPB’s long range transportation plan Visualize 2045 constrained long range plan (CLRP) network, enhanced in Northern Virginia with NVTA’s regional fund transportation projects. The Build condition reflects all projects from the recently adopted TransAction Project List.

Transit modeling

CUBE software’s TRNBUILD module is used for transit path building, skimming, and assignments – a single-path path builder that considers combined headways. During path building, with single-path modeling, transit capacity constraints and transit fares are not considered. To update bus runtime/speeds based on roadway congestions, degradation factors are applied which are developed for various corridors in the TPB region.

PDP Phases and Tasks

Tasks are grouped into four phases to ensure a generally sequential and logical workflow. However, some tasks may overlap with other tasks within the same phase and/or in a subsequent phase where this does not disrupt the overall PDP schedule. Offerors may suggest alternative sequencing and phasing where they consider this will improve the overall PDP workflow.

NVTA is anticipated to announce its biennial Call for Regional Transportation Projects (CfRTP) for its FY2024-2031 Six Year Program in early May 2025, prior to final approval of the PDP anticipated for July 2025. However, Phases 1 and 2 should be complete by the time of the anticipated CfRTP, enabling eligible applicants to submit BRT-related funding requests if desired. Approval of the PDP is not a prerequisite to submit such funding applications. Adoption of the FY2024-2031 Six Year Program is anticipated for July 2026, one year after NVTA approval of the PDP-BRT.

Phase 1 Data Gathering (thru June 2024)

- Task 1.1: Finalize Work and Quality Management Plan**
- Task 1.2: Document Best Practices and Relevant Studies**
- Task 1.3: Community Engagement**
- Task 1.4: Refine/Define TransAction BRT/HCT System**
- Task 1.5: Define Methodology for Analysis and Ranking (Phase 2)**
- Task 1.6: NVTA Work Session #1**

Phase 2 Analysis (July 2024 thru February 2025)

- Task 2.1: Ridership Analysis**
- Task 2.2: Operational Analysis**
- Task 2.3: Financial Analysis**
- Task 2.4: Governance Analysis**
- Task 2.5: Sensitivity (Scenario) Analysis**
- Task 2.6: Ranking of Corridors**
- Task 2.7: Preparation of Draft PDP/Public Engagement Packet**

Phase 3 Public Engagement (March 2025 thru July 2025)

- Task 3.1: Public Comment/Hearing**
- Task 3.2: NVTA Work Session #2**
- Task 3.3: PDP Finalization/Approval**

Phase 4 Reporting (August 2025 thru October 2025)

- Task 4.1: Preparation of Detailed Technical Report**
- Task 4.2: Preparation of PDP Video**

Phase 1: Data Gathering (thru June 2024)**Task 1.1: Finalize Work and Quality Management Plan**

Objective: to develop a comprehensive, integrated, safe, and transparent approach to develop the PDP for a regional BRT system for Northern Virginia, including technical components, community engagement, and project management/coordination activities.

The project kick-off meeting is anticipated to take place in-person during the week beginning October 30, 2023, at NVTA's offices, although some participants may be permitted to participate remotely. The consultant is responsible for submitting a draft meeting summary to NVTA's Project Manager within one week. All key staff shall participate in the kick-off meeting.

The primary agenda items for the kick-off meeting will be project work plan (all key staff), quality management plan, and NVTA communication protocols (all key staff).

Within two weeks of project kick-off, the consultant shall refine and finalize the project work and quality management plan. Key components of the work plan include:

- Overall project approach, recognizing how this may vary throughout the four phases. The consultant shall identify an approach for addressing potential intermediate methodology review points. Where appropriate, the consultant may suggest additional sub-tasks and deliverables.
- The work plan shall demonstrate how the PDP will be completed on time and within budget, while achieving NVTA's objectives and adhering to any COVID-19 directives and safe working practices. It shall address project oversight, phase/task management, and project/task/deliverable schedule, including inter-dependencies between tasks. It will include any assumptions regarding the role of NVTA staff.
- The work plan shall include the consultant's approach for preparing all required documents, including review cycles/timing, format, and an overall structure for the draft and final PDPs. In alignment with NVTA's Equity Core Value, major public-facing materials must be available in English, Spanish, and Korean as a minimum.
- The quality management plan shall address how the accuracy and consistency of work products will be assured. The quality management plan must be consistent with NVTA's internal Quality Management Framework for initiatives such as the PDP.
- The work plan shall describe the consultant's approach to scheduling and hosting all meetings, including providing draft meeting summaries to NVTA's Project Manager within one week of each meeting or event (including community events and NVTA work sessions).
- The work plan shall describe the overarching approach to community engagement throughout the four phases, recognizing the need to be agile with respect to whether meetings and events are in-person or virtual.
- The work plan shall provide an overall strategic communications approach, tactics, potential themes and schedule, including online engagement tools and social media calendar development, throughout all four phases.
- The work plan shall describe the consultant's approach to communications, including use of the NVTA website, social media channels and supplementing videos, advertising, promotions and events, and working with TV, radio, print and digital media outlets, as well as social media influencers. It will be essential to coordinate all communications activities with NVTA's Project Manager, and to recognize the lead times for review and approval of all communications by, or on behalf of, NVTA's Chief Executive Officer.

The consultant shall support the development and content management for a project webpage on NVTA's primary website. The project webpage will be ADA accessible with a corresponding email address to make project information widely available and keep the public up to date on progress and upcoming engagement opportunities.

Throughout the PDP development process, the consultant shall make every effort to include all impacted populations including transit-dependent populations, people with disabilities and those with Limited English Proficiency (LEP). Particular languages include Spanish and Korean. Alternative formats should also be made available with sufficient notice.

Outreach materials shall be consistent with NVTA branding. A clear and concise writing style should be used in all outreach materials.

Online engagement tools and the project website will become the property of NVTA.

The consultant will not serve as the project spokesperson. All questions will be directed to NVTA's Project Manager.

The consultant shall build upon NVTA's existing contact database and maintain a mailing list and email list of individuals with whom contact is made during the update process.

NVTA's Project Manager will have sole discretion to decide whether any action in any task is necessary, e.g., which committees review which deliverables. To the extent possible, these will be documented in the work plan.

The consultant shall accomplish this task by working collaboratively with NVTA's Program Manager and Project Manager.

Deliverables:

- Project kick-off meeting.
- Draft work and quality management plan (within one week of kick-off meeting).
- Final work and quality management plan (within two weeks of kick-off meeting).

Task 1.2: Document Best Practices and Relevant Studies

Objective: To make the greatest possible use of BRT-related experiences and lessons learned from within Northern Virginia and the DC metro region, across the Commonwealth of Virginia, and the nation as a whole.

Within four weeks of project kick-off, the consultant shall document the scope, relevance and schedule of current and recent studies related to BRT service development in Northern Virginia, elsewhere in the greater DC metro area and the Commonwealth of Virginia, and at a national scale. In Northern Virginia, initiatives potentially include NVTA's TransAction, together with studies by DRPT, WMATA, and NVTC. Deployments and studies continue across the greater DC region and elsewhere in Virginia. NVTA's Six Year Program includes five funded BRT projects and related projects.

The research shall include lessons learned and best practices related to maximizing ridership, cost-effective operations, finance (revenues and costs) and governance options that could be transferable to the regional BRT system. Of particular interest is the identification of BRT-supportive land use/activity thresholds that will be used in subsequent tasks to better refine and evaluate the BRT system and individual BRT lines.

The consultant shall accomplish this task by working collaboratively with NVTA's Program Manager and Project Manager, in conjunction with the NVTA's BRT Planning Working Group. The findings may influence the scope and schedule of subsequent tasks.

Deliverables:

- Draft documentation of lessons learned and best practices (within four weeks of kick-off meeting).
- Presentation to NVTA's BRT Planning Working Group (November/December 2023).
- Final documentation of lessons learned and best practices.

Task 1.3: Community Engagement

Objective: to meaningfully engage with the business community and a diverse cross section of Northern Virginians to enrich the development of the PDP, and to educate the public using communications that are targeted, timely and effective.

During Phase 1, using the public engagement findings from the current TransAction as a starting point, community engagement will focus on identifying specific transportation needs and priorities relevant to the PDP-BRT. The consultant shall accomplish this through multiple, creative, interactive, inclusive, coordinated techniques, as outlined below. The consultant shall identify potential dates, locations/venues, anticipated audience/participants, engagement opportunities, specific challenges, and related mitigations. Note: the outputs from Task 1.3 may become an input to Task 1.5, and vice versa. Offerors shall include community engagement activities such as:

- ‘Tracking survey’ of public perceptions will use previous iterations of this survey in 2016, 2019, and 2021² to gauge recent trends related to Northern Virginians’ feelings on various transportation topics. The survey, which has previously sampled at least 600 Northern Virginians, must be representative of population distribution and other key socio-economic variables across the region, and should focus where possible on perceptions related to the potential use of a regional BRT system. Offerors should base their pricing on 1,000 respondents. In keeping with previous iterations, fieldwork should be conducted in early December 2023.
- Focus groups enabling structured discussions with small groups of Northern Virginians on specific transportation topics. The focus groups are intended to provide information that will subsequently guide the development of the PDP. The focus groups will explore perceptions on a range of BRT-related transportation needs and priorities, including the primary factors (both positive and negative) that influence travel behaviors among existing and potential riders. In particular, the focus groups will address the question ‘how do we reduce/reverse dependence on driving alone?’. The focus groups can dive more deeply into specific topics than is the case with other forms of public engagement. However, due to the necessarily small size of each group, typically comprising 10-15 adults, at least eight focus groups will be needed to ensure a reasonable representation of a cross-section (geographic, socio-economic) of Northern Virginians. The focus groups may be executed in multiple waves, with the second and subsequent waves exploring topics that surface during earlier waves. The consultant shall consider logistical arrangements for the focus groups, including whether they are executed in-person or remotely.
- Online surveys and polls will be executed in multiple waves. Surveys will be more in-depth and structured, while polls will gauge responses to specific questions. Surveys and polls will build upon the results of the focus groups and explore other relevant topics. As well as providing information to the consultant team, surveys and polls provide an opportunity to raise awareness of BRT and should be coordinated with other outreach activities. The consultant shall utilize an appropriate online engagement/survey platform.
- Stakeholder events are targeted at organizations rather than individuals. As such, their format may be different to public open houses, e.g., invitation-only, more structured, topic-specific. NVTAs’ TransAction Stakeholder Group broadly includes business associations, environmental groups, and community orientated groups. NVTAs is planning to establish a new coalition of chambers and business associations as a forum for discussing regional transportation issues with the business community. The PDP-BRT provides an ideal opportunity to advance this concept. The consultant shall work with the NVTAs Project

² <https://nvtatransaction.org/resources/>

Manager to develop a schedule of meetings, and to support NVTAs staff in organizing these meetings.

Optional Community Engagement activities (Offerors may propose the most effective options):

- Open houses provide an informal forum to discuss transportation needs and priorities on a one-to-one basis. The consultant shall plan for a combination of public in-person and virtual events. For in-person events, venues must be selected that offer good accessibility by multiple modes, including transit hubs/stations, for a broad cross section of Northern Virginians, including Equity Emphasis Areas. It is envisioned that at least one in-person event will be held in each of NVTAs nine member jurisdictions. For virtual events, engagement may include live polls, gamification techniques, and other crowdsourcing approaches. The consultant shall identify and adopt industry best practices to ensure reasonable participation levels. The consultant shall prepare a presentation on work to date and will deliver this presentation at each open house.
- Other events fall into one of two categories – pop-up events and festivals/fairs. In general, both categories are only effective in-person. The purpose of these events is to ‘go to the people’ rather than expect them to come to us. In so doing, it is envisioned that there will be more public interaction opportunities than for traditional public open houses, albeit in a potentially less controlled environment. From an execution standpoint, the overall approach is similar to public open houses, i.e., brief one-on-one discussions, live interaction opportunities, informal feedback through comments, and establishing a contact list for ongoing engagement opportunities. Pop-up events may occur in high foot-traffic locations, e.g., shopping malls, transportation hubs, campuses. At festival/fairs, the presence typically requires rental of a booth space for the duration of the event. The consultant shall identify potential locations and events, and the associated permitting requirements and lead times associated with each.

The consultant shall be responsible for making all event arrangements, handling logistics including signage for interior and exterior of venues, documenting the meeting and public comments, and providing necessary supplies, including electronic data collection devices, any large-scale plotted maps, flip chart paper, easels and markers, and information materials. Materials in alternative formats, including recorded and large print, sign language interpreters (ASL or Exact Sign English) and translators for non-English speakers and devices for people with hearing impairments need to be made available upon request. Light refreshments (water, coffee, and cookies) and incentives for the public to attend may also be included.

The consultant shall also be responsible for event advertising and promotion through such means as public service announcements, press releases, transit ads, direct mailers/canvassing of communities, social media, and web-based announcements. Each event should enable key perspectives to be represented, including but not limited to employers, business organizations such as Chambers of Commerce, users of and advocates for all transportation modes (roads, transit, slugging/carpooling, and bicycle and pedestrian facilities), smart growth advocates, environmentalists, Gen-Zs, seniors, persons with limited English proficiency, and persons with disabilities. The consultant should budget suitable incentives to achieve the attendance goals, including both the number and diversity of attendants. Bi-lingual marketing materials a plus. Tagging on to already-existing community and advocacy group meetings, including relevant conferences, is an acceptable option.

Deliverables:

- Detailed community engagement plan for Phase 1 (within four weeks of kick-off meeting).
- Community engagement events as noted above, to be conducted by spring 2024.
- Draft and final event summaries, including tabulations and analysis of public comments, within one week of each event.

- Technical Memorandum, including graphics, summarizing the events and detailing the relevant outputs for incorporation into future tasks.
- Thought-leadership pieces that leverage findings and tie into current news. These could be utilized on platforms such as LinkedIn and shared with the media for publication consideration, e.g., inter-relationship between BRT and a strong regional economy, business location factors, highly educated workforce, housing availability/affordability and their impacts on transportation options and choices.
- Short videos (potentially animated) that hit various audiences, e.g., show why public should stay interested in long-term planning/projects; show business audiences and legislators economic impacts/demonstrating how NoVA transportation system affects regional prosperity.

Task 1.4: Refine/Define TransAction BRT/HCT System

Objective: to develop a benchmark regional BRT system for subsequent analysis in Phase 2.

Using the BRT/HCT System included in the current version of TransAction and its associated Project List as a starting point, in conjunction with any other relevant sources identified in Task 1.2, especially the BRT-supportive land use/activity thresholds, the consultant shall develop and apply a methodology to determine which BRT/HCT corridors offer the best potential for bus-based service as opposed to rail service (Metrorail, VRE, or light rail). For bus-based services, the consultant shall further determine which corridors offer the best potential for all-day BRT services, rather than a limited-stop peak-only type of service.

For corridors that, based on this Phase 1 sketch analysis, appear most favorable for BRT services, the consultant shall develop a benchmark regional BRT system for analysis (and further refinement) in Phase 2. The consultant shall identify alignments/segments that are best suited for dedicated BRT right-of-way, Business-Access and Transit (BAT) lanes, or shared use lanes, other forms of bus priority treatments (infrastructure or technology-based), approximate location of stations and mobility hubs, technology applications, and needed first mile/last mile improvements. The consultant shall consider potential service frequencies and related peak-vehicle demand/spare capacity and existing/potential locations for bus maintenance/storage facilities. This latter information is important for estimating dead-head non-revenue mileage as buses enter/leave revenue service.

Following the Phase 2 analysis, the benchmark regional BRT system will be further refined.

Deliverable:

- Technical Memorandum detailing benchmark regional BRT system.
- Presentation to NVTAs BRT Planning Working Group (April/May 2024).

Task 1.5: Define Methodology for Analysis and Ranking (Phase 2)

Objective: to establish a transparent methodology that will be used to support the various analyses that will be conducted in Phase 2, and to provide an objective ranking for individual corridors and for the regional BRT system as a whole.

Phase 2 will include analyses covering ridership, operations, finance, and governance. In addition, Phase 2 will include a limited sensitivity analysis to assess the robustness of the analyses in the event that an alternative future plays out over the coming decade. The sensitivity analysis will be based on a scenario that assumes regional transportation policies that support travel behavior changes through some combination of incentives and pricing mechanisms. The analysis and ranking methodology must be aligned with NVTAs Core Values of Equity, Safety, and Sustainability, and be consistent with the

TransAction vision, goals, objectives, and weighted measures. Further, the analysis and ranking methodology must embrace NVTA's Six Year Program project selection process, particularly with respect to congestion reduction relative to cost.

The use of a scenario for sensitivity analysis is not intended to represent a preferred or predicted outcome. Instead, the scenario analysis is intended to facilitate an understanding of the sensitivity of BRT corridors to a range of possible alternate futures, including a post-pandemic 'New Normal'. By defining a discrete alternate future scenario and using this scenario to evaluate the performance of the regional BRT system, it is possible to better understand its sensitivity to this scenario. This in turn will potentially enable the Authority to make better investment decisions in future updates to its Six Year Program. Potentially, scenario analysis may also inform a need for identification of potential regional transportation policy topics.

Community engagement associated with the development of scenarios must be reflected in the proposed approach to Task 1.3.

Deliverables:

- Technical Memorandum describing a detailed methodology for analysis and ranking, including scenario analysis.

Task 1.6: NVTA Work Session #1

Objective: to engage with, and seek guidance from, NVTA members.

Previous NVTA Work Sessions have provided valuable opportunities at key project milestones to share information and receive guidance. Work Sessions, lasting up to four hours, provide an opportunity for more in-depth discussion than is generally feasible at regular monthly NVTA meetings. Ideally, as many NVTA members will participate in-person, although the option may be available for remote participation under acceptable circumstances. No formal actions will be sought at the Work Session, but polling may be utilized to aid discussions.

NVTA Work Session #1 is intended to share relevant information gathered during Phase 1 and seek guidance and inputs for the analytical tasks that will be conducted under Phase 2. NVTA members' thoughts related to policy-related topics will be of particular interest, e.g., finance (revenues and costs) and governance.

Due to the high demand on NVTA members' time, NVTA staff will schedule the Work Session at least two months ahead of time. Since April and May tend to be busy months due to jurisdictions' budget approval processes, the Work Session is targeted for June 2024.

The consultant shall work with NVTA staff to develop an agenda, featuring a range of briefing, interactive, and discussion agenda items. Key consultant team members shall attend and participate as needed. Following the Work Session, the Consultant shall review and update the Task 1.1 Work and Quality Management Plan as needed.

Deliverables:

- Prepare for and participate in NVTA Work Session #1 (June 2024)
- Draft meeting summary
- Updated Work and Quality Management Plan for Phase 2 (if appropriate)

Phase 2 Analysis (July 2024 thru February 2025)

Task 2.1: Ridership Analysis

Objective: Using the Task 1.4 benchmark regional BRT system, NVTA’s regional transportation model, other proven techniques as needed, community engagement findings, and other relevant sources, develop a range of ridership estimates for each BRT corridor and for the regional system as a whole.

The consultant shall document any constraints and assumptions made in the development of ridership estimates and provide insights as to the origins/destinations and previous modes of BRT users. To the maximum extent possible, the consultant shall identify how the ridership forecasts are influenced by bus priority measures, mobility hubs, and other relevant factors.

The ridership forecasts for each corridor shall be reviewed by NVTA and by jurisdiction and agency staff in each affected corridor. At least one additional round of ridership forecasts will be made for each BRT corridor and at the regional level, taking into account feedback received and potential synergistic (or duplicative) impacts among individual BRT corridors.

The consultant shall identify potential modifications to the Task 1.4 benchmark regional BRT system based on this analysis.

The ridership analysis shall be augmented with an analysis of corresponding congestion reduction, which shall include an analysis of modal shift for various origin/destination patterns. To the extent possible, this analysis should identify locations where development density is sufficient/insufficient for a high-quality regional BRT system.

Note: land use and development zoning are entirely within the purview of NVTA’s member jurisdictions. However, an understanding of these factors is highly relevant to patterns of demand and travel behaviors, and the suitability of different types of transit service.

Deliverables:

- Technical Memorandum summarizing potential alignments, opportunities for bus priority measures, approximate station locations, mobility hubs, and other features for each corridor and for the regional BRT system as a whole, including visualizations.
- Technical Memorandum summarizing ridership estimates for each corridor and for the regional BRT system as a whole, including visualizations.
- Technical Memorandum summarizing congestion reduction and related impacts for each corridor and for the regional BRT system as a whole, including visualizations.
- Technical Memorandum summarizing the coding and results of each individual model output, including visualizations.
- Any other data created to support Task 2.1, together with an inventory describing the data files.

Task 2.2: Operational Analysis

Objective: using the Task 1.4 benchmark regional BRT system, the findings of Task 2.1, an understanding of transit operations, and other relevant sources, analyze operational requirements for each BRT corridor and for the regional system as a whole.

The consultant shall document any constraints and assumptions made in the development of the operational analysis and provide insights as to the number and type of transit vehicles, vehicle

maintenance and storage facilities including refueling needs, fare structure and farebox technology, operational and public-facing information systems, staffing and supervision, infrastructure maintenance (BRT and non-BRT), co-branding, and other relevant factors.

The operational analysis for each corridor shall be reviewed by NVTA and by jurisdiction and agency staff in each affected corridor and updated as necessary based on feedback provided.

The consultant shall identify potential modifications to the Task 1.4 benchmark regional BRT system based on this analysis.

Deliverables:

- Technical Memorandum summarizing operational analysis for each corridor and for the regional BRT system as a whole, including visualizations.
- Any other data created to support Task 2.2, together with an inventory describing the data files.

Task 2.3: Financial Analysis

Objective: using the Task 1.4 benchmark regional BRT system, the findings of Tasks 2.1 and 2.2, an understanding of transit finances (costs and revenues), and other relevant sources, analyze financial aspects for each BRT corridor and for the regional system as a whole, in the broader context of transit funding in Northern Virginia, the Commonwealth, and the greater DC metro area.

The consultant shall document any constraints and assumptions made in the development of the financial analysis and provide insights as to potential farebox and other revenues, revenue-sharing, subsidies, capital and operating costs, and any other related topics.

The financial analysis for each corridor shall be reviewed by NVTA and by jurisdiction and agency staff in each affected corridor and updated as necessary based on feedback provided.

The consultant shall identify potential modifications to the Task 1.4 benchmark regional BRT system based on this analysis.

Deliverables:

- Technical Memorandum summarizing financial analysis for each corridor and for the regional BRT system as a whole, including visualizations.
- Any other data created to support Task 2.3, together with an inventory describing the data files.

Task 2.4: Governance Analysis

Objective: using the Task 1.4 benchmark regional BRT system, the findings of Tasks 2.1, 2.2 and 2.3, an understanding of governance and related arrangements for transit, and other relevant sources, document potential governance considerations for each BRT corridor and for the regional system as a whole, in the broader context of transit governance in Northern Virginia, the Commonwealth, and the greater DC metro area.

The consultant shall document any constraints and assumptions made in the development of the governance analysis and provide insights as to multi-jurisdictional agreements, labor considerations, and any other related topics.

The governance analysis for each corridor shall be reviewed by NVTA and by jurisdiction and agency staff in each affected corridor and updated as necessary based on feedback provided.

The consultant shall identify potential modifications to the Task 1.4 benchmark regional BRT system based on this analysis.

Deliverables:

- Technical Memorandum summarizing governance analysis for each corridor and for the regional BRT system as a whole, including visualizations.
- Any other data created to support Task 2.4, together with an inventory describing the data files.

Task 2.5: Sensitivity (Scenario) Analysis

Objective: evaluate the sensitivity of the analysis to alternate futures.

The consultant shall replicate much of the analysis conducted in Task 2.1 (and Tasks 2.2 thru 2.4 as appropriate) for each scenario, using the same ‘Build’ and ‘No-Build’ networks, enabling a comparison between the expected outcomes and the alternate futures. This analysis is intended to provide an enhanced understanding of the robustness of the analysis of the expected outcomes. Scenarios undertaken for the current version of TransAction included ‘New Normal’, ‘Technology’ and ‘Incentives/Pricing Mechanisms’. Of these, ‘Incentives/Pricing Mechanisms’ appears most worthy of more detailed examination. Given the likely relationship between a regional BRT system and land use, offerors should also consider how a land use scenario might help to determine what role BRT-supportive land use/activity thresholds play in the incremental deployment of a regional BRT system.

Deliverable:

- Technical Memorandum summarizing the scenario analysis and key findings, including visualizations.
- Any other data created to support Task 2.5, together with an inventory describing the data files.

Task 2.6: Ranking of Corridors

Objective: Illustrate the relative impacts of each BRT corridor and the regional BRT system.

Using the methodology developed in Task 1.5, the consultant shall evaluate the performance for each BRT corridor and for the regional system as a whole.

The consultant shall make a limited number of additional model runs (at least three) to assess the sensitivity of the ranking analysis to different weights for some performance measures.

Deliverables:

- Technical Memorandum summarizing the rankings for each BRT Corridor, including visualizations.
- Technical Memorandum summarizing the sensitivity analysis, including visualizations.
- Summary of qualitative factors that do not lend themselves to quantitative analysis.
- Any other data created to support Task 2.6, together with an inventory describing the data files.

Task 2.7: Preparation of Draft PDP/Public Engagement Packet

Objective: to plan and prepare for upcoming public engagement on the PDP-BRT.

In conjunction with the NVTA Project Manager, the consultant shall prepare a draft PDP that summarizes all the analyses completed to date. The PDP shall identify recommendations for BRT lines and related infrastructure, together with an indication of potential early deployment opportunities.

In conjunction with the NVTA Project Manager, the consultant shall prepare draft public engagement materials in readiness for the public engagement activities that will occur during Phase 3. Primarily this requires an online public engagement packet and associated comment form but will also necessitate other web-based background tools/resources and information boards for a possible Open House. Given the likely volume and complexity of the analyses conducted earlier in Phase 2, careful thought must be given as to the most effective and transparent approach to public engagement, keeping NVTA's Core Values in mind.

NVTA staff will be responsible for preparing and posting required legal notices/advertisements. The consultant shall ensure that all public engagement materials are translated into Spanish and Korean

Deliverables:

- Overarching public engagement plan.
- Draft PDP-BRT
- Draft PDP-BRT public engagement packet.
- Draft supporting tools/resources.

Phase 3 Public Engagement (March 2025 thru July 2025)

Task 3.1: Public Comment/Hearing

Objective: to inform Northern Virginians on the PDP-BRT, encourage engagement and to enable them to provide formal comments.

As part of the formal public comment process, NVTA will host an Open House and Public Hearing, no later than May 2025. The consultant shall support the NVTA Project Manager to finalize the overarching public engagement plan, execute, and document these events.

Deliverables:

- Finalized overarching public engagement plan, including coordination with NVTA staff to finalize required legal notices/advertisements in English, Korean, and Spanish.
- Draft PDP-BRT for public review.
- Open House and Public Hearing at NVTA and/or held virtually.
- Technical Memorandum providing tabulation and analysis of public comment (from all sources) during the official public comment period, including visualizations, and associated database in a format agreed with NVTA's Project Manager.
- Support messaging as necessary.

Task 3.2: NVTA Work Session #2

Objective: to seek guidance and support from NVTA members.

As with NVTA Work Session #1, Work Session #2 will last up to four hours, providing an opportunity for more in-depth discussion than is generally feasible at regular monthly NVTA meetings. Ideally, as many NVTA members will participate in-person, although the option may be available for remote participation under acceptable circumstances. No formal actions will be sought at the Work Session, but polling may be utilized to aid discussions.

NVTA Work Session #2 is intended to share relevant information gathered during Phases 2 and 3, including public comments, in readiness for finalization and eventual approval of the PDP-BRT. As with Work Session #1, NVTA members' thoughts related to policy-related topics will be of particular interest, e.g., finance (revenues and costs) and governance.

Due to the anticipated PDP Public Hearing in May 2025 and approval in July 2025, NVTA staff will schedule the Work Session in June 2025.

The consultant shall work with NVTA staff to develop an agenda, featuring a range of briefing, interactive, and discussion agenda items. Key consultant team members shall attend and participate as needed.

Deliverables:

- Prepare for and participate in NVTA Work Session #2 (June 2025)
- Draft meeting summary

Task 3.3: PDP Finalization/Approval

Objective: update the PDP-BRT as necessary following the public comment period and NVTA feedback in readiness for NVTA approval.

Following Work Session #2, the Consultant shall review and update the PDP-BRT prior to anticipated NVTA approval in July 2025. The consultant, in conjunction with the NVTA Project Manager, shall rerun the analysis and ranking as necessary in response to any comments or feedback that would justify such reruns.

Deliverables:

- Updated draft PDP-BRT
- Technical memorandum detailing additional analysis.
- Updated visualizations.
- Any other data created to support Task 3.3, together with an inventory describing the data files.

Phase 4 Reporting (August 2025 thru October 2025)

Task 4.1: Preparation of Detailed Technical Report

Objective: to document and share detailed technical information.

Within one month of NVTA approval of the PDP-BRT, the consultant shall submit a draft version of the detailed Technical Report for review by NVTA staff. The consultant shall deliver the final version of the document within one month of confirming comments from NVTA staff. The consultant should assume 100 copies will be printed.

Deliverables:

- Draft Technical Report.
- Final Technical Report.

Task 4.2: Preparation of PDP Video

Objective: to provide a succinct video that can be used to promote the regional BRT system.

The consultant, in conjunction with the NVTA Project Manager, shall prepare a video comprising animation, graphics, raw video/photos, with a professional voiceover. The anticipated message will be to explain how the regional BRT system would address the NVTA's vision and goals, in alignment with NVTA's Core Values. The intended audience will be the Northern Virginia community.

Deliverables:

- Storyboard and draft script.
- Final script.
- Video.

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. 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, Telephone and Fax 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. **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 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 contract/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 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 Technical and Cost 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 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. **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:** 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. 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 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.
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 an original, 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. Precautions 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 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.

Separately Bound: Cost Proposal

ATTACHMENT 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 every failed to complete any work awarded to you? If yes, explain.

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

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

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

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

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

D. CERTIFICATION

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same services, materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of the State and Federal law and can result in fines, prison, sentences, and civil damage awards.

I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete. I agree to abide by all conditions of this Request For Proposal and certify that I am authorized to sign for the Proposer.

Signature _____ Date _____

Name (Printed) _____ Title _____

ATTACHMENT 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:
___	___		Employer's Liability	Yes
___	___		All States Endorsement	\$100,000
___	___		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 SIGNATURE

INSURANCE AGENCY 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/ SWaM) PARTICIPATION**

Name of Offeror

Project Name

Name of DBE/SWaM 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

Separately Bound Price Proposal

PRICE PROPOSAL SUMMARY TABLE

RFP # 2021-03

Northern Virginia Transportation Authority

Preliminary Deployment Plan for a Regional Bus Rapid Transit System in Northern Virginia

Offerors are required to complete the following Price Proposal Summary table in Excel for all tasks listed below. This table must be included in the written price proposals and the Excel file included on the required USB flash drive. This table is NOT a substitution for a full cost proposal as described in the RFP. A soft copy in the required Excel format of the table below is available as part of this RFP on the Authority’s web site.³

Task 1.1: Finalize Work and Quality Management Plan

	Person Assigned	Role	Hours	Full Burden Rate including Travel Cost	Total
Consultant					
Subcontractor					
DBE					
	Other direct costs not included in above estimate				

Subtotal Task 1.1: _____

Task 1.2: Document Best Practices and Relevant Studies

	Person Assigned	Role	Hours	Full Burden Rate including Travel Cost	Total
Consultant					
Subcontractor					
DBE					
	Other direct costs not included in above estimate				

Subtotal Task 1.2: _____

Task 1.3: Community Engagement

	Person Assigned	Role	Hours	Full Burden Rate including Travel Cost	Total
Consultant					
Subcontractor					
DBE					
	Other direct costs not included in above estimate				

³ <https://thenovaauthority.org/about/business-opportunities/>

Subtotal Task 1.3: _____

Task 1.4: Develop Project List ('Bottom Up')

	Person Assigned	Role	Hours	Full Burden Rate including Travel Cost	Total
Consultant					
Subcontractor					
DBE					
	Other direct costs not included in above estimate				

Subtotal Task 1.4: _____

Task 1.5: Define Methodology for Analysis and Ranking (Phase 2)

	Person Assigned	Role	Hours	Full Burden Rate including Travel Cost	Total
Consultant					
Subcontractor					
DBE					
	Other direct costs not included in above estimate				

Subtotal Task 1.5: _____

Task 1.6: NVT A Work Session #1

	Person Assigned	Role	Hours	Full Burden Rate including Travel Cost	Total
Consultant					
Subcontractor					
DBE					
	Other direct costs not included in above estimate				

Subtotal Task 1.6: _____

Task 2.1: Ridership Analysis

	Person Assigned	Role	Hours	Full Burden Rate including Travel Cost	Total
Consultant					
Subcontractor					
DBE					
	Other direct costs not included in above estimate				

Subtotal Task 2.1: _____

Task 2.2: Operational Analysis

	Person Assigned	Role	Hours	Full Burden Rate including Travel Cost	Total
Consultant					
Subcontractor					
DBE					
	Other direct costs not included in above estimate				

Subtotal Task 2.2: _____

Task 2.3: Financial Analysis

	Person Assigned	Role	Hours	Full Burden Rate including Travel Cost	Total
Consultant					
Subcontractor					
DBE					
	Other direct costs not included in above estimate				

Subtotal Task 2.3: _____

Task 2.4 Governance Analysis

	Person Assigned	Role	Hours	Full Burden Rate including Travel Cost	Total
Consultant					
Subcontractor					
DBE					
	Other direct costs not included in above estimate				

Subtotal Task 2.4: _____

Task 2.5 Sensitivity (Scenario) Analysis

	Person Assigned	Role	Hours	Full Burden Rate including Travel Cost	Total
Consultant					
Subcontractor					
DBE					
	Other direct costs not included in above estimate				

Subtotal Task 2.5: _____

Task 2.6 Ranking of Corridors

	Person Assigned	Role	Hours	Full Burden Rate including Travel Cost	Total
Consultant					
Subcontractor					
DBE					
	Other direct costs not included in above estimate				

Subtotal Task 2.6: _____

Task 2.7 Preparation of Draft PDP/Public Engagement Packet

	Person Assigned	Role	Hours	Full Burden Rate including Travel Cost	Total
Consultant					
Subcontractor					
DBE					
	Other direct costs not included in above estimate				

Subtotal Task 2.7: _____

Task 3.1: Public Comment/Hearing

	Person Assigned	Role	Hours	Full Burden Rate including Travel Cost	Total
Consultant					
Subcontractor					
DBE					
	Other direct costs not included in above estimate				

Subtotal Task 3.1: _____

Task 3.2: NVTA Work Session #2

	Person Assigned	Role	Hours	Full Burden Rate including Travel Cost	Total
Consultant					
Subcontractor					
DBE					

	Other direct costs not included in above estimate				
--	---	--	--	--	--

Subtotal Task 3.2: _____

Task 3.3: PDP Finalization/Approval

	Person Assigned	Role	Hours	Full Burden Rate including Travel Cost	Total
Consultant					
Subcontractor					
DBE					
	Other direct costs not included in above estimate				

Subtotal Task 3.3: _____

Task 4.1: Preparation of Detailed Technical Report

	Person Assigned	Role	Hours	Full Burden Rate including Travel Cost	Total
Consultant					
Subcontractor					
DBE					
	Other direct costs not included in above estimate				

Subtotal Task 4.1: _____

Task 4.2: Preparation of PDP Video

	Person Assigned	Role	Hours	Full Burden Rate including Travel Cost	Total
Consultant					
Subcontractor					
DBE					
	Other direct costs not included in above estimate				

Subtotal Task 4.2: _____