



REQUEST FOR PROPOSALS

FOR

Crystal City Metro Construction Marketing Initiative

Northern Virginia Transportation Commission

March 18, 2026

Request for Proposal: 26-01

**NORTHERN VIRGINIA TRANSPORTATION COMMISSION
REQUEST FOR PROPOSALS**

PROJECT TITLE: Crystal City Metro Construction Marketing Initiative

REQUEST FOR PROPOSAL ID: RFP 26-01

CONTACT: Meg Johnston, Grants and Procurement Manager
Northern Virginia Transportation Commission
2300 Wilson Blvd., Suite 230
Arlington, VA 22201
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ISSUE DATE: March 18, 2026

DESCRIPTION OF WORK:

The Northern Virginia Transportation Commission (NVTC) is requesting proposals from qualified firms to design and implement a region-wide NoVaRides digital and social media marketing campaign to encourage people to return to riding public transit following the completion of construction work impacting Metro's Blue and Yellow Lines. Crystal City Station will be closed across 10 weekends from February 14 through June 21 for construction of the second entrance for the Crystal City Station to support growing ridership demand and improve station access. Ronald Reagan National Airport and Potomac Yard Stations will also be closed on three weekends in March and May for infrastructure renewal. The closures will particularly impact Northern Virginia residents who travel on the Blue and Yellow Lines at or south of Crystal City Station who wish to use Metrorail to travel to Arlington, Fairfax and Loudoun Counties, the District of Columbia and Maryland. While Metro will provide shuttle buses, riders can expect longer travel times. The closures will also affect all riders who plan to travel to and from the airport on those weekends.

QUESTIONS:

All questions must be submitted in writing to megjohnston@novatransit.org by March 27, 2026. Material questions will be answered and posted on April 3, 2026 on NVTC's website <https://novatransit.org/procurement/>.

TYPE OF CONTRACT: Fixed Price, not to exceed \$100,000.

NOTICE OF AWARD: Notice of contract award(s) made as a result of this solicitation is expected to be on or about June 15, 2026, with project completion on or about November 6, 2026.

Table of Contents

Section	Title	Page #
Section A	Instructions to Offerors	5
Section B	Procurement Schedule	18
Section C	Scope of Work	19
Section D	Contractor Deliverables and Payments	22
Section E	Contractor Terms and Conditions	25
Section F	Required Attachments to Proposal	33
Section G	DRPT Master Agreement for Use of Commonwealth Transportation Funds	42

Section A
Instructions to Offerors

1. PURPOSE OF RFP/SCOPE OF WORK:

The purpose of this RFP is to procure services to conduct a region-wide digital and social media marketing campaign. A detailed scope of work follows in Section C.

2. COMPETITIVE NEGOTIATION FOR NON-PROFESSIONAL SERVICES:

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

3. PROPOSAL AND CONTRACT REQUIREMENTS:

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

Funds for this project are provided in part by the Virginia Department of Rail and Public Transportation (DRPT). Accordingly, all applicable DRPT and Commonwealth of Virginia requirements will apply, including regulations, policies, procedures and directives. The Master Agreement with DRPT is provided in Section F.

4. OBLIGATION OF CONTRACTOR:

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

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

By submitting a Proposal, the Offeror agrees that it has satisfied itself from a personal investigation of the conditions to be met, that the obligations herein are fully understood, and no claim may be made, nor will there be any right to cancellation or relief from the Contract because of any misunderstanding or lack of information.

5. POINT OF CONTACT:

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

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

6. SUBMISSION OF WRITTEN QUESTIONS:

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

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

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

7. WRITTEN COMMUNICATIONS:

NVTC will assume no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of the contract, unless included in this RFP, the contract, the specifications or related documents or amendments thereto.

8. PROPOSAL PREPARATION COSTS:

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

9. SUBMISSION OF PROPOSAL AND PROTECTION OF PROPRIETARY INFORMATION:

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

Consistent with state statutes, NVTC will provide all reasonable precautions to ensure that proprietary information remains within the review process. The Offeror shall attach to any

proprietary information the following legend and identify the specific reason(s) for this designation as permitted in the Code of Virginia:

Specific data as indicated are furnished pursuant to RFP #26-01 and shall not be disclosed outside of NVTC, be duplicated, or used, in whole or in part, for any purpose other than to evaluate the proposal. The reasons for protecting these data are defined in the Code of Virginia. This restriction does not limit NVTC's right to use information contained in these data if it is or has been obtained by NVTC from another source.

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

10. PROPOSAL ACCEPTANCE PERIOD:

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

11. INTERVIEWS (OPTIONAL):

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

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

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

12. AWARD OF THE CONTRACT:

A. GENERAL

NVTC may cancel this RFP or reject Proposals at any time prior to an award and is not required to furnish a statement of the reason why a particular Proposal was not deemed to be the most advantageous (Code of Virginia, § 2.2-4359D).

B. AWARD SELECTION

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

C. NEGOTIATIONS

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

D. AWARD DOCUMENTS

The award document will be a Contract incorporating by reference the Request for Proposals, Terms and Conditions, Contract Provisions, Scope of Work/Services and/or Technical Specifications, and the Contractor's Proposal as negotiated.

E. NOTICE OF INTENT TO AWARD

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

F. NOTICE OF AWARD

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

13. DELAYS IN AWARD:

Delays in award of a contract, beyond the anticipated starting date, may result in a change in the contract period indicated in the solicitation. If this situation occurs, NVTC reserves the right to award a contract covering the period equal to or less than the initial term indicated in the solicitation.

14. REJECTION OF PROPOSALS:

NVTC expressly reserves the right to reject any or all proposals or any part of a proposal, and resolicit the services in question, if such action is deemed to be in the best interest of NVTC.

15. SINGLE PROPOSAL:

If a single conforming proposal is received, a price and/or cost analysis of the Proposal shall be made by NVTC.

- It should be recognized that a price analysis through comparison to other similar contracts shall be based on an established or competitive price of the elements used in the comparison.
- The comparison shall be made to the cost of similar projects and involve similar specifications.

16. PROTEST OF AWARD:

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

17. CONTRACT AWARD AND BOND REQUIREMENTS:

The Offeror whose proposal is accepted shall, within the time established in this RFP, enter into a written contract with NVTC. There will be no bond requirements for this project. In lieu of the usual performance and payment bonds, NVTC will retain 5% of the payments until completion of the project.

18. REQUIREMENTS OF THE SEPARATE TECHNICAL AND PRICE PROPOSALS:

The technical proposal shall include:

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

This section should describe the recommended approach and work plan regarding

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

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

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

- F. Project Staffing (Qualifications and Experience)

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

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

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

- G. Firm(s) Experience and Capabilities

The purpose of this section is to provide NVTC with an overview description of the

Offeror's company plus the Offeror's commitment to performing the services set forth in the RFP. The Offeror must also specify, in a similar manner, the qualifications of any subcontractors to be used in this proposed project.

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

- H. A list of names, titles, telephone numbers and email addresses of persons authorized to conduct negotiations.
- I. Acknowledgment of receipt of all NVTC amendments to this RFP in the Technical proposal.
- J. Exceptions to the Solicitation

State whether the General Provisions are accepted as presented in this solicitation or if exceptions are taken; identify exceptions taken to the solicitation; provide rationale in support of the exception and fully explain its impact, if any, on the performance, schedule, price and specific requirements of the solicitation; and relate each exception specifically to each section/paragraph and/or specific part of the solicitation to which the exception is taken. If no exceptions are taken to the solicitation, the offeror shall make a statement of "no exceptions".

K. Attachments

- Attachment A: NVTC Insurance Coverage Required
- Attachment B: RFP Submission Form
- Attachment C: Certifications
- Attachment D: Small, Women, Minority and Service Disabled Veterans Owned Business Participation Statement
- Attachment E: Schedule of Small, Women, Minority and Service Disabled Veterans Owned Business Participation

The separate price proposal shall include:

- a) Title page – name of the firm, local address, telephone number, email, name of contact person and date.
- b) Exhibit showing a non-binding estimate of the hours to be worked by named

individuals, their firms, and their hourly rates broken down by task and sub-task and the associated total costs including all estimated out-of-pocket costs and fees. Costs must include all items such as professional time, travel, data processing, forms, printing, and other expenses included in the proposed cost.

19. EVALUATION CRITERIA:

GENERAL

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

A. SCORING METHODOLOGY

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

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

B. EVALUATION CRITERIA

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

Evaluation Criteria		Maximum Points	Weight	Maximum Score
A.	Marketing campaign approach and management plan including a clear understanding of the project scope and technical requirements.	10	20	200
B.	Capability and expertise of the proposed firm(s) to include experience in performing the scope of work, including experience working in and knowledge of the Northern Virginia market.	10	30	300
C.	Knowledge and qualifications of the proposed Project Manager including developing marketing campaign messaging, strategy, design, execution and reporting.	10	20	200
D.	Knowledge and qualifications of the proposed personnel for the project team including depth of experience in developing marketing campaign messaging, strategy, design, execution and reporting.	10	20	200
E.	Experience conducting marketing campaigns for public transit or other transportation agencies or divisions.	10	10	100
	TOTAL POINTS			1000

20. QUALIFICATIONS OF OFFERORS:

NVTC may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to furnish the item(s) and the Offeror shall provide NVTC all such information and data for this purpose as may be requested. NVTC reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Offeror fails to satisfy NVTC that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or goods contemplated therein.

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

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

22. ACKNOWLEDGEMENT OF AMENDMENTS:

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

23. KEY PERSONNEL:

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

24. ADDITIONAL INFORMATION:

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

25. CONFLICT OF INTEREST:

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

NVTC is intent on avoiding conflicts of interest associated with the award of the contract(s). To this end, Offerors must identify existing and prospective contractual relations they have

(or could have) which could present sources of conflict as part of the proposal submission.

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

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

27. INSURANCE CHECKLIST:

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

28. PROJECT MANAGER AND PROJECT OFFICER:

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

<u>Project Manager</u>	<u>Project Officer</u>
Matt Friedman	Katherine A. Mattice
Senior Public Affairs Manager	Executive Director
NVTC	NVTC

29. NOTICE OF AWARD:

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

30. EXECUTION OF CONTRACT:

The successful Offeror shall execute the contract and furnish the Insurance Certificates and Form W-9 Request for Taxpayer Identification Number and Certification to NVTC within ten (10) calendar days after the Notice of Award has been issued. The contract will be in writing and shall be executed in the number of copies required by NVTC. One fully executed original shall be delivered to the Contractor. A Notice to Proceed will not be issued until the contract has been executed and all supporting materials are received by NVTC. Contract performance shall begin on the date set forth in the written Notice to Proceed.

31. FAILURE TO EXECUTE CONTRACT:

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

32. NOTICE-TO-PROCEED (NTP):

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

Section B

Procurement Schedule

<u>Date</u>	<u>Activity</u>
March 18, 2026	Issue RFP
March 27, 2026	Submission of Written Questions
April 3, 2026	Answers to Material Questions Posted
April 17, 2026	Proposal Due Date
May 18-22, 2026	Interviews (optional)
June 5, 2026	NVTC posts intent to award contract
June 15, 2026	Notice of Award
June 15, 2026 (estimated)	Contract Signed and Notice to Proceed
November 6, 2026 (estimated)	Project Completion

Section C

Scope of Work

Crystal City Metro Construction Marketing Initiative

Tasks (estimated level of effort)

1. Marketing Campaign Strategy Development (30%)
2. Marketing Campaign Design and Implementation (50%)
3. Website refresh (10%)
4. Marketing Campaign Reporting (10%)

Background and Context

Metro is closing the Crystal City Metro Station across 10 weekends from February 14 through June 21 for construction of the second entrance for the Crystal City Station to support growing ridership demand and improve station access. Ronald Reagan National Airport and Potomac Yard Stations will also be closed on three weekends in March and May for infrastructure renewal. The closures will particularly impact Northern Virginia residents who travel on the Blue and Yellow Lines at or south of Crystal City Station who wish to use Metrorail to travel to Arlington, Fairfax and Loudoun Counties, the District of Columbia and Maryland. While Metro will provide shuttle buses, riders can expect longer travel times. The closures will also affect all riders who plan to travel to and from the airport on those weekends.

NVTC seeks an advertising and/or marketing firm with extensive experience in conducting marketing campaigns, particularly ones promoting public transit and reaching the Northern Virginia Market to design and implement a region-wide NoVaRides digital and social media marketing campaign to encourage people to return to riding public transit following the completion of construction work.

Tasks

1. Marketing Campaign Strategy Development (30%)
 - a. Campaign Concept and Design
 - i. The offeror will plan and schedule an initial, in-person, strategy meeting with the NVTC communications team within 10 days of the contract award and subsequent weekly meetings to develop campaign messaging targeting current and potential public transit riders in Northern Virginia. The offeror will also plan and schedule a kickoff meeting for the start of the marketing campaign and a closeout meeting at the conclusion of the campaign. Meetings after the initial strategy meeting can be virtual.

- b. The strategy will be inclusive of all public transit agencies serving Northern Virginia:
 - i. Metro
 - ii. Virginia Railway Express
 - iii. Local Bus Systems: ART, CUE, DASH, Fairfax Connector, Loudoun County Transit and OmniRide.
 - c. The offeror will be responsible for developing the marketing campaign strategy, based on industry best practices, to last approximately 10 weeks, starting on or before Labor Day 2026. Offeror will share strategy document with NVTC communications team approximately 6 weeks before campaign launch; NVTC team will provide two rounds of edits and revisions. Offeror will provide draft assets to NVTC communications team 3 weeks before launch; NVTC team will provide two rounds of edits and revisions.
2. Marketing Campaign Design and Implementation (50%)
- a. The offeror will be responsible for conceptualizing, designing and creating all advertising assets, including video, animation, static graphics and other recommended formats for all included digital and social channels.
 - b. Offeror will provide proofs of all materials to the NVTC communications team 7-10 business days before posting, to allow for edits and revisions.
 - c. The offeror will be responsible for creating advertising assets in sizes and formats that are optimized for the selected advertising channels, in accordance with the latest industry standards and guidelines.
 - d. Asset Ownership
 - i. NVTC will maintain ownership of all advertising assets and be provided with digital versions of these assets.
 - ii. Offeror will deliver all advertising assets in standard formats to include .png, jpg. Mp3 and Mp4 to NVTC via Dropbox or a similar file-sharing system within 7 days of the completion of the marketing campaign.
 - e. Campaign Placements
 - i. Offeror will secure advertising placements that include, at a minimum, the following channels:
 - 1. Social Media
 - 2. Online Display Advertising
 - 3. Audio Streaming
 - 4. Video Streaming (OTT)
 - 5. Viewers and listeners will be directed to novarides.org.
 - f. Campaign Execution
 - i. The offeror will be responsible for all scheduling and placement of all advertisements, providing NVTC with a draft schedule/calendar 6 weeks prior to launch and a finalized schedule/calendar 2 weeks prior to launch.
 - ii. The offeror will monitor campaign performance and make adjustments for optimization during the campaign, as determined by the offeror and/or NVTC staff.
3. Website refresh (10%)
- a. The offeror will be responsible for updating the novarides.org to match the look and feel of the campaign assets.

- i. Web edits should include (but are not limited to) an update of logos, links and other materials and assets to reflect the most up-to-date and accurate information about NoVa transit and transit providers.
 - ii. The offeror will submit proposed website changes for client review prior to publishing. A minimum of two rounds of revisions will be included.
 - iii. Website updates should be completed within 5 business days of final campaign asset approval.
- 4. Marketing Campaign Reporting (10%)
 - a. The offeror will provide a full report detailing campaign reporting metrics to NVTC's communications team within 30 days of completion of the marketing campaign.

Section D
Contractor Deliverables and Payments

1. PAYMENT TERMS:

Monthly progress payments will be made to the firm receiving the contract award (hereinafter known as “Contractor”) by NVTC for work performed satisfactorily according to project milestones. The contractor should submit monthly progress reports simultaneously with its invoices. Payment for amounts withheld shall be made within 45 calendar days of receipt and acceptance of all products at the conclusion of the project by NVTC.

2. INVOICES:

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

Northern Virginia Transportation Commission
Attn: Matt Friedman
2300 Wilson Boulevard, Suite 230
Arlington, Virginia 22201
mathewfriedman@novatransit.org

With a copy to:
Northern Virginia Transportation Commission
Attn: Accounts Payable
2300 Wilson Boulevard, Suite 230
Arlington, Virginia 22201
coletiaquarles@novatransit.org

Invoices at a minimum shall contain the following information:

- a. Name, Address, Email, and Telephone Number of Contractor
- b. NVTC Contract Number
- c. Invoice Number
- d. Date of Invoice
- e. Period and Description of Services Rendered
- f. Hours by Employee Keyed to Specific Tasks in the Scope of Work, with Associated Costs and Fees, Plus Documented Expenses. [customize to project].
- g. Total Invoice Amount

h. Total Cumulative Amount of Invoices

3. PROGRESS PAYMENTS:

Payment will only be made for work that has been delivered and for which NVTC has taken title or otherwise accepted, if applicable. NVTC will withhold 5% of each progress payment until contractor completes and submits final work product for each of the phases.

4. LIQUIDATED DAMAGES:

No specific amount of liquidated damages will apply although NVTC reserves the right to seek appropriate compensation for delays beyond the contractual schedule or failure to perform that are attributable to contractor performance.

5. AVAILABILITY OF FUNDS:

It is understood and agreed between the parties herein that NVTC shall be bound thereunder only to the extent of the funds appropriated for the purpose of this contract.

6. PAYMENT TO SUBCONTRACTOR:

A contractor is hereby obligated:

- a. To pay the subcontractor within seven (7) calendar days of the contractor's receipt of payment from NVTC for the proportionate share of the payment received for work performed by the subcontractor under the contract; or
- b. To notify NVTC and the subcontractor, in writing, of the contractor's intention to withhold payment and the reason.

The contractor is obligated to pay the subcontractor interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) calendar days following receipt of payment from NVTC, except for amounts withheld as stated in Section (b) above. The date of mailing of any payment by U.S. mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of NVTC.

Contractor agrees to return any retainage payments to each subcontractor within 30 calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may occur only for good cause following written approval of NVTC. This clause applies to both DBE and non-DBE subcontractors. Work may be credited toward DBE goals only when payments are actually made to DBEs.

7. AUTHORIZED FUNDING:

If at any time contractor has reason to believe that the costs to NVTC that will accrue in the performance of the contract/task order(s) in the next succeeding 30 calendar days, when added to all other payments previously accrued, will exceed 75% of the then current total authorized funding, contractor shall notify NVTC to that effect in writing, advising of the estimate of additional funds required for completion of the contract/task order. NVTC shall not be obligated to reimburse contractor for any work performed, if in the performance thereof the total funding then allotted to the contract/task order will be exceeded.

NVTC shall not be obligated to pay the contractor any amount in excess of the ceiling price reflected in the contract and/or task order until the NVTC Executive Director shall have notified the contractor in writing that the price has been increased and shall have specified in the notice a revised price that shall constitute the price for performance under this contract/task order.

Section E

Contractor Terms and Conditions

1. CONTRACT REQUIREMENTS:

Commonwealth of Virginia funds originating with DRPT will be used for this contract. NVTC also follows Virginia procurement laws. Accordingly, all applicable federal and state requirements will apply. Contractors are expected to become familiar with these requirements. NVTC will provide a contract containing these provisions for execution by the contractor. Contractors should not expect to use their own standard contracts for this engagement. Commonwealth of Virginia requirements are subject to change; the contractor is responsible for complying with the most current regulations.

The final contract will contain the provisions set forth below unless otherwise agreed upon.

2. APPLICABLE LAW AND COURTS:

Any contract resulting from this solicitation shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with applicable federal, state, and local laws, rules and regulations.

3. PRECEDENCE OF TERMS:

In the event of an inconsistency between the Request for Proposal, the Contract Terms and Conditions, other included documents, or state procurement law, the inconsistency shall be resolved by the following order of precedence:

- a) Virginia's Public Procurement Act, as amended
- b) Contract Terms and Conditions
- c) Request for Proposal (RFP)
- d) Contractor's Accepted Proposal

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

4. OBLIGATION OF CONTRACTOR:

By accepting the award, the contractor agrees that it has satisfied itself from a personal investigation of the conditions to be met, that the obligations herein are fully understood, and no claim may be made nor will there be any right to cancellation or relief from the contract because of any misunderstanding or lack of information.

5. ASSIGNMENT OF CONTRACT AND SUBCONTRACTING:

Contract/task order(s) shall not be assignable by the contractor in whole or in part without the written consent of NVTC. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish to NVTC the names, qualifications and experience of the proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by his subcontractor(s) and shall assure compliance with all requirements of the contract.

6. CONTRACTOR RESPONSIBILITIES:

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

7. CONTRACTUAL DISPUTES AND CLAIMS:

In accordance with Section 2.2-4363, VA Code Ann., this provision shall be followed for consideration and handling of all disputes and claims by the contractor under this contract. Section 2.2-4365, VA Code Ann. Is not applicable to this contract. Under no circumstances is this section an administrative appeals procedure governed by Section 2.2-4365, VA Code Ann. Because Section 2.2- 4365, VA Code Ann. Is not applicable to this procurement.

Notice of the intent to submit a claim setting forth the basis for any claim shall be submitted in writing within ten (10) calendar days after the occurrence of the event giving rise to the claim or within ten (10) calendar days of discovering the condition giving rise to the claim, whichever is later. In no event shall any claim arising out of this contract be filed after submission of the request for final payment by the contractor.

Claims by the contractor with respect to this contract shall be submitted in writing in the first instance for consideration by the Project Manager. The decision of the Project Manager shall be rendered in writing within 30 calendar days from the receipt of the claim from the contractor. If the contractor is not satisfied with the decision or resolution of the Contract Manager, the contractor may file a formal dispute with regard to the claim with the Executive

Director of NVTC within 30 calendar days of the decision of the Contract Manager. The Executive Director of NVTC shall reduce his/her decision to writing and shall mail or otherwise furnish a copy of his/her decision to the contractor within 30 calendar days of the receipt of the claim from the contractor. The decision of the Executive Director of NVTC shall be final and binding.

Should any decision-maker designated under this procedure fail to make a decision on a claim within the time period specified, then the claim is deemed to have been denied by the decision-maker. Pending a final determination of a claim, the contractor shall proceed diligently with the performance of the work under this contract.

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

8. DEFAULT:

In case of failure to deliver goods or services in accordance with the contract terms and conditions, NVTC, after written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that NVTC may have.

9. TERMINATION FOR CONVENIENCE OR DEFAULT:

NVTC may terminate this contract, or any portion of it, by serving a thirty-day (30) prior written notice of termination on the contractor. The notice shall state whether the termination is for convenience of NVTC or for the default of the contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. In both instances the contractor shall account for any property in its possession paid for from funds received from NVTC, or property supplied to the contractor by NVTC. If the termination is for default, NVTC may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. If for convenience, the contractor shall promptly submit its termination claim to NVTC and the parties shall negotiate the termination settlement to be paid the contractor.

If the termination is for the convenience of NVTC, the contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, NVTC determines that the contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the

fault of and are beyond the control of the contractor, NVTC, after setting up a new work schedule, may allow the contractor to continue work, or treat the termination as a termination for convenience.

The contractor shall include provisions for termination for convenience of NVTC in any subcontract, and shall specifically include requirements that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the contractor from any recovery from NVTC whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

10. ANTITRUST:

By entering into a contract, contractor conveys, sells, assigns, and transfers to NVTC all rights, title and interest it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by NVTC under said contract.

11. ACCESS TO RECORDS:

The contractor agrees to provide NVTC, DRPT, or any other authorized representatives access to any books, documents, papers and records of the contractor that are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than four years from the end of NVTC's fiscal year (June 30th) in which the final payment is made under this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case the contractor agrees to maintain same until NVTC, DRPT, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. The contractor agrees to permit NVTC to reproduce project documents by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

12. TESTING/INSPECTION:

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

13. RELEASES, LICENSES, PERMITS AND AUTHORIZATIONS:

It is the contractor's responsibility to obtain all releases, licenses, permits and other usage authorizations for all matters within its ordinary sphere of activity, including photographs, copyrighted materials, artwork or any other property or rights belonging to third parties obtained by the contractor for use in performing services for NVTC, and shall save NVTC harmless from all claims, demands, expenses (including reasonable attorney's fees),

liabilities, suits, and proceedings (including any brought in or before any court, administrative body, arbitration panel or other tribunal) against or involving NVTC on account of or arising out of such use.

14. WARRANTY:

All materials and equipment furnished by the contractor shall be fully guaranteed against defects in material and workmanship in accordance with the most favorable commercial warranties the contractor gives any customer for such materials and equipment.

15. RIGHTS IN DATA:

The term “subject data,” as used herein means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this contract. The term includes graphic or pictorial delineations in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to, computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term “subject data” does not include financial reports, cost analyses, and similar information incidental to contract administration.

All “subject data” first produced in the performance of this contract shall be the sole property of NVTC. The contractor agrees not to assert any rights at common law or equity and not to establish any claim to statutory copyright in such data. Except for its own internal use, the contractor may not publish or reproduce subject data, in whole or in part, or in any manner or form, nor authorize others to do so without the written consent of NVTC, until such time NVTC may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

16. IMMIGRATION REFORM AND CONTROL ACT OF 1986:

Contractor certifies that it does not and will not, during the performance of this contract, employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

17. INDEMNIFICATION:

Contractor shall not seek to hold liable NVTC, or any of its officers, agents and employees for any claims of any nature whatsoever arising out of this contract or arising out of the activities funded in whole or in part by the contract. The Contractor shall defend, indemnify, save, and hold harmless NVTC, and its officers, agents, and employees against all claims and liability, including cost and expenses, due to the negligent acts or omissions of

contractor or the negligent acts or omissions of contractor's subcontractors, agents or employees. Contractor agrees to maintain insurance to protect NVTC and its officers, agents, and employees from liability arising out of this contract in a form and amount satisfactory to NVTC.

18. ETHICS IN PUBLIC CONTRACTING:

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

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

19. DEBARMENT STATUS:

By submitting this proposal, the contractor certifies that it is not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor is it an agent of any person or entity that is currently so debarred. Contractor further certifies that it will refrain from awarding any subcontract to a debarred or suspended subcontractor.

20. CIVIL RIGHTS:

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

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and federal transit law at 49 U.S.C. § 5332, contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, religion or disability. In addition, contractor agrees to comply with applicable federal implementing regulations and other implementing requirements.

(2) Equal Employment Opportunity - The following equal employment

opportunity requirements apply to the underlying contract:

- (a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq. (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, disability, religion or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, contractor agrees to comply with any implementing requirements.

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

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

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

- (2) Contractor will include these Civil Rights provisions above in every subcontract or purchase order over \$10,000 and all subcontracts financed in whole or in part with federal assistance, modified only if necessary to identify the affected parties.

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

Where it is practicable for any portion of the awarded contract to be subcontracted, the contractor is encouraged to offer such business to small, women, minority and/or service disabled veteran-owned businesses.

Contractor or his/her subcontractor shall not discriminate on the basis of race, color, sex, gender, national origin or ethnicity in the performance of this contract. Contractor or his/her subcontractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration contracts. Failure by the contractor his/her subcontractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as NVTC deems appropriate.

22. ENVIRONMENTAL REGULATIONS:

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

23. INSURANCE REQUIREMENTS:

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

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

1. Contractor shall be responsible for its work and every part thereof, and for all materials, equipment, and property of any and all description used in connection therewith. Contractor assumes all risks of direct and indirect damage or injury to any person or property wherever located, resulting from any action, omission, commission, or operation under the contract, or in connection in any way whatsoever with the contracted work.
2. Contractor shall, during the continuance of all work under the contract provide and agree to maintain the following unless omitted from the attached “Insurance Checklist”:
 - a. Workers’ Compensation and Employers’ Liability insurance under the

Commonwealth of Virginia statutory requirements, to protect the firm from any liability or damages for any injuries (including death and disability) to any and all of its employees, volunteers, or subcontractors, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia, or which may be hereinafter enacted.

- b. General Liability insurance in the amount prescribed by NVTC, to protect the contractor, its subcontractors, and the interest of NVTC, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form General Liability endorsement, in addition to coverages for explosion, collapse, and underground hazards, where required.
 - c. Completed Operations Liability coverage shall continue in force for one year after completion of work.
 - d. Automobile Liability insurance, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the contractor. In addition, all mobile equipment used by the contractor in connection with the contracted work, will be insured under either a standard Automobile Liability policy, or a Commercial General Liability policy.
- 3. Liability insurance may be arranged by General Liability and automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.
 - 4. The contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VI.
 - 5. NVTC, the Commonwealth of Virginia, the Department of Rail and Public Transportation, and their officers, agents and employees shall be named as additional insured in the General Liability policies and stated so on the Certificate.
 - 6. The contractor will provide an original, signed Certificate of Insurance, evidencing such insurance and such endorsements as prescribed herein, and shall have it filed with the NVTC Executive Director before a contract is executed and any work is started.
 - 7. The contractor will secure and maintain all insurance policies of its subcontractors, which shall be made available to NVTC on demand.

8. The contractor will provide on demand, certified copies of all insurance coverage on behalf of the contract within ten (10) calendar days of demand by NVTC. These certified copies will be sent to NVTC from the contractor's insurance agent or representative.
9. No change, cancellation, or non-renewal shall be made in any insurance coverage without 30 days written notice to the NVTC Executive Director. The contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished to the NVTC Executive Director.
10. Insurance coverage required in these specifications shall be in force throughout the contract term. Should the contractor fail to provide acceptable evidence of current insurance within five days of written notice at any time during the contract term, NVTC shall have the absolute right to terminate the contract without any further obligation to the contractor, and the contractor shall be liable to NVTC for the entire additional cost of procuring the incomplete portion of the contract at time of termination.
11. Compliance by the contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the contractor and all subcontractors of their liabilities and obligations under this hearing or under any other section or provisions of the contract.
12. Contractual and other liability insurance provided under the contract shall not contain a supervision, inspection, or services exclusion that would preclude NVTC from supervising and/or inspecting the project as to the end result. The contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors and any person employed by the subcontractor.
13. Nothing contained herein shall be construed as creating any contractual relationship between the subcontractor and NVTC. The contractor shall be as fully responsible to NVTC for the negligent acts and omissions of the subcontractors and of persons employed by them as it is for the negligent acts and omissions of persons directly employed by it.
14. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
15. Contractor and all subcontractors and sub-subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to the contract.

16. If the contractor does not wish to meet the specifications of these insurance requirements, alternate insurance coverage proposed by the contractor, may be considered by the NVTC Project Officer.

24. CHANGES:

By written notice to the contractor, NVTC may from time to time make changes within the general scope of the contract, in the services to be provided by the contractor, the method or place of delivery, or the place of performance. Changes may also be made by mutual agreement between the parties in writing. The contractor shall promptly comply with the notice and shall perform all services in conformity to the notice.

If any such change causes an increase or decrease in the contractor's cost of performance or the time required for performance, an equitable adjustment in the contract price and/or the time allowed for performance of the contract shall be negotiated and the contract modified accordingly by written supplemental agreement. Any claim by the contractor for adjustment under this clause must be asserted by written notice to NVTC within 30 calendar days from the date of receipt by the contractor of the change notice. If the parties fail to agree to an adjustment, the question of an increase or decrease in the contract price or time allowed for performance shall be resolved in accordance with the procedures for resolving disputes provided by the disputes clause of the contract, or if there is none, in accordance with the disputes provision of the Commonwealth of Virginia's Vendor's Manual. Neither the existence of a claim, a dispute, submission of the dispute or the dispute resolution process, litigation or any portion of this provision or changes shall excuse the contractor from promptly proceeding with performance of the contract as changed by the notice.

Section F

Required Attachments to Proposal

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

ATTACHMENT A

**NORTHERN VIRGINIA TRANSPORTATION COMMISSION
INSURANCE COVERAGE REQUIRED**

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

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

- | | | | | |
|-------|-------|----------|--|----------------|
| _____ | _____ | <u>X</u> | 12. or Better, or Equivalent
The Certificate must state
Bid/RFP # and Bid/RFP
Title | |
| _____ | _____ | <u>X</u> | 13. Umbrella Liability | 13 \$2,000,000 |

OFFEROR AND INSURANCE AGENT STATEMENT

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

OFFEROR

INSURANCE AGENCY

SIGNATURE

SIGNATURE

ATTACHMENT B

RFP SUBMISSION FORM

A. SUBMITTING BUSINESS ENTITY IDENTIFICATION & OWNERSHIP DISCLOSURE

Company: _____

Contact Person: _____

Title: _____

Address: _____

Telephone No.: _____

Indicate which of the following apply:

Corporation _____

Partnership _____

Sole Proprietor _____

Small Business _____

Disadvantaged Business Enterprise (DBE) _____

Certified by _____

Organized under the laws of the State of _____

Principal place of business located at _____

Authorized to do business in VA Yes _____ NO _____

B. VIRGINIA CONFLICTS OF INTEREST & PUBLIC PROCUREMENT

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

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

C. OTHER INFORMATION

1. General character of work performed by your firm:

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

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

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

D. CERTIFICATION

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

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

Signature _____

Date _____

Name (Printed) _____

Title _____

ATTACHMENT C

**CERTIFICATION OF PRIMARY PARTICIPANTS REGARDING DEBARMENT,
SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**

(The Contractor)
or

(Subcontractor)

certifies, by submission of this bid/proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by an federal department or agency.

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

(Prime Contractor) _____

or

(Subcontractor) _____

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

Signature of Authorized Official

Name (Printed)

Title of Authorized Official

Date

ATTACHMENT D

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

While there is no goal established for the utilization of Small, Women, Minority and Service Disabled Veterans Owned Businesses, the commission also commits itself to involve these entities in contracting opportunities. To ensure that these entities have the maximum practicable opportunity to compete for contract and subcontract work, we ask that you describe below, how your organization will assist the commission with its commitment.

ATTACHMENT E

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

Name of Offeror

Project Name

Name of Contractor

Address

Phone Number

Type of Product/Services Provided/SOW Tasks and Contract Items to be Provided

Projected Dates for Work Commencement/Completion

Contract Amount

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

Offeror Date

Section G

MASTER AGREEMENT

FOR USE OF

COMMONWEALTH TRANSPORTATION FUNDS

**GRANTEE: Northern Virginia Transportation
Commission**

MASTER AGREEMENT

FOR USE OF

COMMONWEALTH TRANSPORTATION FUNDS

Northern Virginia Transportation Commission

This Master Agreement (“Agreement”), is made and executed as of the 20th day of June, 2025 between the Virginia Department of Rail and Public Transportation (“Department”), acting by and through its Director, and the Northern Virginia Transportation Commission (“Grantee”) (collectively Department and Grantee referred to as “Parties”). On a case by case basis, the Parties will enter into a project specific agreement (“Project Agreement”) that includes the overall purpose for which grants are awarded (“Project”), the total cost of a Project, the Department and Grantee participation, Project time period, and any subsequent amendments thereto. This Agreement constitutes the terms and conditions governing receipt of grants provided by the Department and governs and is incorporated by reference in all Project Agreements approved by the Department. The terms of this Agreement shall apply to all actions such as executing a Project Agreement, requesting reimbursement, requesting extensions or other actions taken pursuant to complete a Project (“Grant Transactions”) from the date of this Agreement until a new Master Agreement for the use of Commonwealth transportation funds is executed by the Department and the Grantee. If there are any conflicting terms between this Master Agreement and a Project Agreement, the terms contained in this Master Agreement will control.

ARTICLE 1. PROGRAMS AND FUNDING

§ 1.1 This Agreement contains requirements that must be adhered to by the Grantee for all grants received from the Department.

§ 1.2 Funding is subject to annual appropriation by the Virginia General Assembly (“General Assembly”), allocation by the Commonwealth Transportation Board (“CTB”), and execution by the Parties of this Agreement and an associated Project Agreement. For any grants administered by the Department, the CTB or the General Assembly may change the percentage of the local share that can be financed by Commonwealth transportation funds to a higher or lower percentage than set forth in the Project Agreement. In the event such a change occurs, the applicable percentage will be the new

percentage set by the CTB or the General Assembly. All Eligible Project Costs incurred prior to the date of the change will be governed by the previous percentage.

§ 1.3 In the event that the Grantee receives a subsequent allocation of funding from the Commonwealth of Virginia (“Commonwealth”) other than the Department, or receives Federal funding for a Project, the allocation of grant funds originally allocated for that Project shall be reduced by the amount of the subsequent allocation of Commonwealth or Federal funding. Within thirty (30) days of receipt, the Grantee shall notify the Department in writing when a subsequent allocation of Commonwealth or Federal funding is received.

§ 1.4 The Grantee shall provide funds from sources other than Federal funds, except as may otherwise be authorized by Federal statute, in an amount sufficient, together with the grant funding governed by this Agreement, to assure payment of the total cost of the Project. The Grantee further agrees that no refund or reduction of the amount so provided will be made at any time, unless there is at the same time a refund and/or de-obligation to the Department of a proportional amount of the grant funds paid or to be paid by the Department. The Grantee is obligated to provide its share of Project cost as detailed in the Project Agreement.

§ 1.5 Payment of funds by the Department pursuant to a Project Agreement shall not exceed the Department funding amount identified in the applicable Project Agreement.

ARTICLE 2. ELIGIBLE PROJECT COSTS

§ 2.1 The Grantee agrees to incur costs in accordance with Project Agreements and this Agreement (“Eligible Project Costs”). The Department shall provide reimbursement of Eligible Project Costs submitted by the Grantee in proportion to the percentage of total funding to be provided by the Department pursuant to the Project Agreement. All expenses for which the Grantee seeks reimbursement by the Department shall be charged at the actual cost(s) to the Grantee with no Grantee markup.

§ 2.2 Eligible Project Costs must meet the following requirements:

- A. Be necessary in order to accomplish the Project as identified in an associated Project Agreement;
- B. Be reasonable for the goods or services purchased;
- C. Be actual net costs charged to the Grantee (i.e., the price paid minus any refunds, rebates, salvage, or other items of value received by the Grantee which have the effect of reducing the cost actually incurred and paid);
- D. Be incurred during the time period specified in the associated Project Agreement;
- E. Be in accordance with 2 C.F.R. Pt. 200 Subpart E, if applicable;
- F. Be based on a cost allocation plan that has been approved in advance by the Department if the costs are indirect costs;
- G. Be documented in accordance with the terms of this Agreement;
- H. Be treated uniformly and consistently under generally accepted accounting principles; and
- I. There must be sufficient remaining allocated Commonwealth transportation funds pursuant to the associated Project Agreement to make the requested reimbursement.

Costs incurred by the Grantee to correct deficiencies in a Project, including costs related to the Grantee's failure to comply with the terms of this Agreement or a Project Agreement, do not qualify as Eligible Project Cost. The Department shall make the final determination as to whether costs submitted for reimbursement qualify as Eligible Project Costs.

ARTICLE 3. REIMBURSEMENT OF GRANTEE

§ 3.1 Some Projects involving operating costs will require payment based on a schedule. Payment schedules for such projects will be detailed in the Project Agreement. The Department will make payment to the Grantee of the Department's share of scheduled payments as outlined in the Project Agreement. For other Projects not subject to a schedule of payments, grant funds will be distributed by the Department to the Grantee on a reimbursement basis.

§ 3.2 The Grantee shall submit requests for reimbursement using the form ("Project Reimbursement Form") provided by the Department through the Department's grant administration system. The Grantee shall submit Project Reimbursement Forms no more frequently than once a month and within 90 days from incurrence of Eligible Project Costs. Project Reimbursement Forms must be supported by third party evidence. The Department shall have the right to request additional details. The Grantee shall provide information within 30 days of the Department's request for additional information. The Department will make reimbursement of approved Eligible Project Costs within 30 days of the Department's receipt and approval of Grantee's Project Reimbursement Form. The Grantee shall submit its final reimbursement request to the Department within 90 days of expiration of funding for the Project Agreement.

§ 3.3 The Department shall have the right, in its sole discretion, to withhold reimbursement for Project Reimbursement Forms or line items in Project Reimbursement Forms found to be incomplete or not in conformance with the requirements of this Agreement or the associated Project Agreement. The Department will notify the Grantee of the basis for withholding total or partial reimbursement and will work with the Grantee to resolve disputed items.

§ 3.4 Reimbursement by the Department is not a waiver of Department's claim that said reimbursement request violates this Agreement or Project Agreement. Reimbursement is not a final decision by the Department as to validity of the cost as an Eligible Project Cost.

§ 3.5 Any reimbursement paid to the Grantee by the Department not in accordance with the provisions of this Agreement, associated Project Agreement, or Federal, State, or local law, shall be repaid to the Department by the Grantee within 60 days of the Department's written notice to the Grantee of the repayment obligation.

§ 3.6 The Grantee is responsible for payment of all third-parties performing work on behalf of the Grantee ("Contractors"). The Grantee shall attach copies of Contractors' invoices to each Reimbursement request.

§ 3.7 The Grantee shall remit payment to Contractors within five business days of receipt of reimbursement from Department. If, for any reason, the Grantee does not remit payment to Contractor within five days, the Grantee shall immediately notify the Chief Financial Officer of the Department ("CFO") in writing, inform the CFO why such payments were not made and, if applicable, of the date Grantee will remit payment to its Contractors, and deposit the reimbursement funds received in an interest bearing account. The Grantee shall use all interest proceeds toward the Project, reducing the funding obligation of the Department outlined in the Project Agreement. Depending upon the Grantee's revised Contractor payment date, the Department may require the Grantee to repay the funds to the Department. If the Grantee fails to comply with this provision, the Department will require the Grantee to prepay Contractors prior to submitting Project Reimbursement Forms.

§ 3.8 With the exception of debt service specifically identified in a Project Agreement, the Grantee may not seek reimbursement for interest payments or charges on debt financing vehicles used to fund Projects.

ARTICLE 4. LAPSE OF FUNDS

§ 4.1 A Project Agreement obligates the Grantee to undertake and complete a Project within the period from the Project Start Date to the Project Expiration Date as identified in the Project Agreement. The

Department shall not provide any Reimbursement for any expenses incurred after the Project Expiration Date or for any expenses submitted 90 days after the Project Expiration Date.

§ 4.2 The Grantee's submission of a Project Reimbursement Form marked "Final," is Grantee's certification that it has completed the Project.

§ 4.3 The Department will withdraw any remaining Commonwealth transportation funds allocated for the Grantee's Project for which a final Project Reimbursement Form has been submitted and paid and/or after the Project Expiration Date. Withdrawn funds will be allocated to other projects.

ARTICLE 5. MAINTENANCE OF RECORDS

§ 5.1 The Grantee shall maintain all books, accounting records, and any other documents supporting the Grantee's activities and costs for every Project Agreement in accordance with federal and state laws and regulations. The Grantee shall maintain such records for four years from the end of the state fiscal year (June 30) in which the final payment is made.

The Grantee shall maintain records pertaining to facilities for the Useful Life of the facility. The Grantee shall maintain records pertaining to land in perpetuity. The Grantee shall require Contractors to similarly maintain their books, accounting records, and any other documents supporting the Contractors' activities and costs incurred, and require Contractors contain a similar provision in their contracts with subcontractors.

ARTICLE 6. AUDIT AND INSPECTION OF RECORDS

§ 6.1 The Grantee and Contractors shall permit the authorized representatives of the Department to inspect and audit their records related to the performance of this Agreement. Acceptable records are original documents (such as timesheets, travel reimbursements, invoices, receipts, etc.) that are the basis of entries on the Payment Reimbursement Forms. The Department may require the Grantee to furnish certified reports of all expenditures under any contracts or subcontracts.

§ 6.2 If applicable, the Grantee must follow the requirements of 2 C.F.R. pt. 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”, including the audit and record keeping requirements set forth therein and applicable federal law. Grantees spending less than the statutory threshold amount of Federal assistance during any one fiscal year are not required to undergo a Single Audit, as defined by 31 U.S.C. § 7501, unless specifically requested by the Department. All Grantees must maintain auditable records and adequate supporting documentation. The Department reserves the right to require any recipient of Commonwealth funds to undergo an audit the scope of which will be defined by the Department and performed on any matter relating to a Project Agreement.

§ 6.3 If an independent Certified Public Accountant, other auditor, the Department, or any other party conducting an authorized audit finds the Grantee to be out of compliance with any provision of this Agreement, any Project Agreement, any relevant Federal, State, or local law or regulation, or applicable accounting standard or principle, the Grantee must provide a satisfactory corrective action plan to the Department within 60 days of notification of that finding. The scope of any audit conducted must include expenditures made by Contractors and any other recipients of pass-through funds.

§ 6.4 The Grantee agrees if any audit finds payments by the Department were (1) unsupported by acceptable records, or (2) in violation of any other provisions of this Agreement or associated Project Agreement, within 60 days of audit findings, the Grantee will promptly refund unsupported payments or payments found in violation.

§ 6.5 The Grantee must submit audited financial statements to the Department within six months following the end of the Grantee’s fiscal year to WebGrants or other system designated by the Department.

§ 6.6 The Grantee shall include language consistent with this Article in its contracts with Contractors to provide the Department the same access to Contractors' books and records, and requiring the Contractors to include language consistent with this Article in all subcontracts.

ARTICLE 7. PROCUREMENT OF SERVICES

§ 7.1 If the Grantee is not subject to the Virginia Public Procurement Act, then the Grantee shall utilize, and require its Contractors to utilize, competitive processes as follows:

- .1 for procurement of professional services as defined by § 2.2-4301 of the *Code of Virginia* (1950), as amended – a competitive negotiation process acceptable to the Department that is similar to applicable portions of the process set forth in §§ 2.2-4302.2 and 2.2-4303.B of the *Code of Virginia* (1950), as amended. Additional information regarding procedures for procurement of professional services can be found at §§ 2.2 and 3.1 of the most recent edition of the Commonwealth's Construction and Professional Services Manual ("CPSM");
- .2 for procurement of construction services, a nonprofessional service as defined by § 2.2-4301 of the *Code of Virginia* (1950), as amended – a competitive bidding process acceptable to the Department that is similar to applicable portions of the process set forth in §§ 2.2-4302.1 and 2.2-4303.D of the *Code of Virginia* (1950), as amended. Additional information regarding procedures for procurement of construction services can be found at § 7.1 of the most recent edition of the CPSM; and
- .3 for procurement of nonprofessional services other than construction services as defined by § 2.2-4301 of the *Code of Virginia* (1950), as amended – a competitive sealed bidding or a competitive negotiation process acceptable to the Department that is similar to applicable portions of the processes set forth in §§ 2.2-4302.1, 2.2-4302.2, and 2.2-4303.C of the *Code of Virginia* (1950), as amended.

§ 7.2 The Department reserves the right to review and approve, in advance, any request for proposals or solicitation to bid. The Department also reserves the right to require that the Grantee not execute any contract, amendment, or change order thereto, or to obligate itself in any manner with any third party with respect to the Grantee's rights, duties, obligations, or responsibilities under this Agreement or any Project Agreement unless and until authorized to do so in writing by the Department.

ARTICLE 8. ASSIGNMENTS

§ 8.1 Assignment of any portion of this Agreement or of any Project Agreement must be preapproved by the Department in writing.

ARTICLE 9. TERM, ENTIRE AGREEMENT, AND AMENDMENT

§ 9.1 This Agreement shall be effective immediately upon its execution.

§ 9.2 This Agreement, and associated Project Agreements, constitute the entire and exclusive agreement between the Parties relating to all specific matters covered therein. All prior or contemporaneous verbal or written agreements, understandings, representations, and/or practices relative to the foregoing are hereby superseded, revoked and rendered ineffective for any purpose.

§ 9.3 The execution of this Agreement and any associated Project Agreements may include electronic signatures using Personal Identification Number (PIN) based access.

§ 9.4 In order to effect a uniform set of terms governing Grant Transactions, effective as of the date of this Agreement, the Grantee and Department agree the terms of this Agreement supersede any and all previous Master Agreements previously entered between the parties. Any ongoing Project Agreements will be governed by the terms of this Agreement.

ARTICLE 10. NOTICES AND DESIGNATED REPRESENTATIVE

§ 10.1 All notices or communications with respect to this Agreement and associated Project Agreements shall be in writing and shall be deemed delivered (a) by hand, upon day of delivery, (b) by prepaid overnight delivery service, upon the next business day or (c) by U.S. Mail, certified, postage

prepaid, return receipt requested, on the third business day following mailing. All notices or communications with respect to this Agreement and associated Project shall be delivered to the addresses set forth below or such other addresses as may be specified by a party.

Designated
Representative:

Department:

Virginia Department of Rail and Public Transportation
600 East Main Street, Suite 2102
Richmond, VA 23219
Attention: Chief Financial Officer
Chief of Public Transportation

Grantee:

NAME AND TITLE

ADDRESS

E-MAIL ADDRESS

ARTICLE 11. TERMINATION OF PROJECT AGREEMENT

§ 11.1 Grantee’s Termination for Convenience. At any time, the Grantee may terminate a Project Agreement for its convenience by providing written notice to the Department. The termination will be effective 30 days after the Department’s receipt of the Grantee’s notice. Upon such termination, the Grantee will repay all funds received from the Department pursuant to the Project Agreement.

§ 11.2 Grantee’s Termination for Cause

§ 11.2.1 The Grantee may terminate a Project Agreement for cause by providing written notice to the Department.

§ 11.2.2 The Department will have 90 days from receipt of the Grantee’s notice, or such longer time as agreed by the Parties, to cure the breach (“Department’s Cure Period”). If the breach

remains uncured at the end of the Department's Cure Period, the termination shall be effective the day after expiration of the Department's Cure Period.

§ 11.2.3 If a Project Agreement is validly terminated pursuant to Section 11.2, the Grantee will not be required to repay funds disbursed by the Department and are confirmed as Eligible Project Costs by the Department's audit.

§ 11.3 Department's Termination for Convenience

§ 11.3.1 At any time, the Department may terminate a Project Agreement for its convenience by providing written notice of termination to the Grantee. Upon receipt of notice, the Grantee shall cease all Project work as soon as is practicable and refrain from entering into contracts in furtherance of the Project. The termination shall be effective 10 Days after the Grantee's receipt of the Department's notice.

§ 11.3.2 If the Department terminates a Project Agreement pursuant to Section 11.3, the Grantee will not be required to repay funds disbursed by the Department prior to the effective date of the termination that are confirmed Eligible Project Costs by the Department's audit. The Grantee may seek reimbursement for Eligible Project Costs for which it has not previously sought reimbursement incurred prior to the effective date of the termination.

§ 11.3.3 The Grantee waives all claims for damages and expenses related to a termination by the Department pursuant to Section 11.3.

§ 11.4 Department's Termination for Cause

§ 11.4.1 The Department may terminate a Project Agreement for cause by written notice to the Grantee upon the Grantee's breach, insolvency, or assignment for benefit of creditors.

§ 11.4.2 The Grantee shall have 30 Days from receipt of notice, or such longer time as agreed by the Parties, to cure or provide assurances acceptable to Department of solvency ("Grantee's

Cure Period”). If the breach remains uncured at the end of the Grantee’s Cure Period, the termination shall be effective the day after expiration of the Department’s Cure Period.

§ 11.4.3 If the Department terminates a Project Agreement for cause, the Grantee shall repay the Department all funds received pursuant to a Project Agreement, and shall not be entitled to further repayment. The Grantee shall make such payment within 60 days following effective day of termination.

ARTICLE 12: FORCE MAJEURE

§ 12.1 Force Majeure Event means fire, flood, war, rebellion, terrorism, riots, strikes, or acts of God, which may affect or prevent either Party from timely or properly performing its obligations under this Agreement.

§ 12.2 Delays caused by a Force Majeure Event shall not be deemed a breach or default under this Agreement. A Force Majeure Event will automatically result in a day-for-day extension to the performance period if any is specified in the Project Agreement. If the Department determines a Force Majeure Event renders Project Completion impossible or impractical, the Department may terminate the Project Agreement pursuant to Section 11.3.

§ 12.3 Within five days of occurrence, the Grantee will provide the Department written notice and documentation of the Force Majeure Event requesting relief necessary, and detailing required additional investigation, and analysis to determine extent of delay and remedy. Within 15 days of receipt of the Grantee’s submission, the Department shall review the submission and determine whether the Grantee is entitled to the requested relief. Within 30 days of the Department’s determination, the Grantee may appeal by requesting Director review. The Director’s written decision is final.

ARTICLE 13. LIABILITY AND INSURANCE

§ 13.1 The Grantee shall be responsible for damage to life and property, including environmental pollution and/or contamination, arising from the actions of (a) its Contractors, subcontractors, agents

and employees activities related to this Agreement or any associated Project Agreement and (b) any subsequent use of the Project.

§ 13.2 The Grantee shall carry sufficient insurance or have a sufficient self-insurance program to cover the risks for work performed under this Agreement and any associated Project Agreement. If the Grantee's insurance fails to cover agents, Contractors or subcontractors, the Grantee will require agents, Contractors and subcontractors performing work on Projects to carry insurance sufficient to cover risks associated with activities associated with a Project. Insurance purchased by the Grantee, its agents, Contractors, or subcontractors, shall list the Commonwealth, the Department, the Virginia Department of Transportation, and the officers, agents and employees of these entities as additional insureds.

§ 13.3 To the extent allowable by law, the Grantee shall indemnify, defend and hold harmless the Commonwealth, the Department, the Virginia Department of Transportation, and their officers, agents, and employees of these entities from and against all damages, claims, suits, judgments, expenses, actions and costs of every name and description, arising out of or resulting from any act or omission by the Grantee, its Contractors, subcontractors, agents or employees in the performance of the work covered by this Agreement or associated Project Agreement. Nothing in this Agreement shall constitute a waiver of sovereign immunity of any Party.

§ 13.4 The obligations of this Article shall survive the termination or completion of this Agreement and any Project Agreement and the Department's payment.

ARTICLE 14. CONFLICT OF INTEREST

§ 14.1 The State and Local Government Conflict of Interests Act, § 2.2-3100 *et seq.* of the *Code of Virginia* (1950), as amended, shall apply if the Grantee is a local or state government, or a local or state governmental agency, commission, or authority.

§ 14.2 The following shall apply if the Grantee is not subject to the State and Local Government Conflict of Interests Act, § 2.2-3100 *et seq.* of the *Code of Virginia* (1950), as amended:

.1 The following definitions shall apply concerning conflict of interest provisions in this Agreement and any associated Project Agreement:

“Contract” or “agreement” means any agreement, including any contract or subcontract, whether written or not, to which the Grantee is a party, or any agreement on behalf of the Grantee, including any contract or subcontract, which involves the payment of funds appropriated by the General Assembly of Virginia distributed pursuant to or subject to this Agreement or any associated Project Agreement.

“Employee” means any person employed by the Grantee, whether full time or part time.

“Thing of pecuniary value” means any thing having a monetary value including gifts, loans, services, securities, tangible objects, and business and professional opportunities.

.2 Other than the salary and remuneration received from the Grantee as a normal attribute of employment with the Grantee, no employee of the Grantee shall solicit, offer to accept, or accept, any money or other thing of pecuniary value or financial benefit or advantage, for the employee or for any other person:

- a. in consideration of the use of the employee’s position or status with the Grantee to obtain for any person or business any employment with or any contract with the Grantee or with any Contractor, subcontractor, or supplier of the Grantee, including any consulting or professional services contract.
- b. from any person or business other than the Grantee for performing any services for the Grantee in connection with any projects funded pursuant to or subject to this Agreement or any Project Agreement written hereunder.

- c. from any person or business other than the Grantee for rendering any decision or directing any course of action in connection with any Projects funded pursuant to or subject to this Agreement or any Project Agreement.

.3 If any contract is obtained in violation of this Article or if the terms of this Article are violated, the Department may require the Grantee to take whatever legal action is necessary to rescind, void, invalidate, or cancel such contract or other action taken and/or to recover any funds paid in violation of the provisions of this Article, and remit recovered funds to the Department.

ARTICLE 15. COVENANT AGAINST CONTINGENT FEES

§ 15.1 The Grantee warrants that it has not, and shall not, employ or retain any company or person, other than a bona fide employee working solely for the Grantee, to solicit or secure a Project Agreement, and that it has not, and shall not, pay or agree to pay any company or person, other than a bona fide employee working solely for the Grantee, any fee, commission, percentage, brokerage fee, or other considerations, contingent upon or resulting from the award or making of a Project Agreement. Upon breach or violation of this Article, the Department shall have the right to terminate this Agreement or any Project Agreement pursuant to Section 11.4 of this Agreement.

ARTICLE 16. NON-DISCRIMINATION AND SEXUAL HARRASSMENT TRAINING

§ 16.1 In the solicitation or awarding of any contracts directly related to this Agreement or any associated Project Agreement, the Grantee shall not discriminate against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by Virginia law relating to discrimination in employment.

§ 16.2 During the performance of this Agreement or any associated Project Agreement, the Grantee agrees as follows: (a) the Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis

prohibited by Virginia law relating to discrimination in employment. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; (b) the Grantee, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, will state that the Grantee, where applicable, 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 the requirements of this section.

§ 16.3 During the performance of this Agreement or any associated Project Agreement, the Grantee agrees as follows: 1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, including the names of all contracting agencies with which the contractor has contracts of over \$10,000; 2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that such contractor is an equal opportunity employer. However, notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this chapter; 3. If the contractor employs more than five employees, the contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook. The contractor shall include

the provisions of subdivisions 1, 2, and 3 in every subcontract or purchase order of over \$10,000, so that such provisions shall be binding upon each subcontractor or vendor.

§ 16.4 In all solicitations, either by competitive bidding or negotiation made by the Grantee for work to be performed under a contract, including procurement of materials or equipment, each potential Contractor shall be notified by the Grantee of the Grantee's obligations under this Agreement and the regulations relative to nondiscrimination on the grounds of age, race, religion, sex, color, disability or national origin.

ARTICLE 17. DRUG-FREE WORKPLACE

§ 17.1 During the performance of this Agreement and any Project Agreement, the Grantee agrees to (a) provide a drug-free workplace for its employees; (b) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition; (c) state in all solicitations or advertisements for employees placed by or on behalf of the Grantee that the Grantee maintains a drug-free workplace; and (d) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Agreement.

ARTICLE 18. SMALL, WOMEN, AND MINORITY (SWAM) BUSINESSES

§ 18.1 The Grantee is encouraged to seek and use Small, Women, and Minority (“SWAM”) enterprises in relation to any Project Agreement issued pursuant to this Agreement. § 2.2-4310 of the *Code of Virginia* (1950), as amended, addresses SWAM enterprises.

ARTICLE 19. PERSONS WITH DISABILITIES

§ 19.1 The Grantee, its agents, employees, assigns or successors, and Contractors, shall comply with the provisions of the Virginians with Disabilities Act (§ 51.5-40 through § 51.5-46 of the *Code of Virginia* (1950), as amended), the terms of which are incorporated herein by reference.

ARTICLE 20. NONRESTRICTIVE CLAUSE

§ 20.1 Solicitation documents will be based upon clear and accurate descriptions of the technical requirements for the material, product, or service to be procured. The descriptions will not contain features that unduly restrict competition.

ARTICLE 21. SPECIFIC PROJECT CONSIDERATIONS

§ 21.1 The Americans with Disabilities Act (“ADA”) established universal access by requiring complementary paratransit services to be provided for visitors if they have been certified as “ADA paratransit eligible” by a public entity. If the Grantee provides paratransit services, the Grantee must honor the certification of a visitor qualified by another public entity for a period of 60 days during a calendar year. The visiting rider shall not have to provide any additional documentation, or participate in interviews or any other reviews to gain the complementary certification. If the visitor needs service beyond the 60 days in a calendar year, the visitor must go through the paratransit system’s qualification process.

§ 21.2 Any motor vehicles purchased under this grant shall comply with Motor Vehicle Safety Standards as established by the United States Department of Transportation and with the Motor Vehicle Standards of the *Code of Virginia* (Title 46.2).

§ 21.3 The Department requires a systematic, multi-disciplined approach design to optimize the value of each dollar spent on a Project through the engagement of a team of architects, engineers or other professionals to identify, analyze and establish a value for a function of an item or system Value Engineering (“VE”) for any project with a total cost in excess of \$10 million (“Major Capital Projects”). A Major Capital Project is usually identified during the application review process. VE for a Project should be performed early in the design process before major decisions have been completely incorporated into the design, at or near the end of preliminary engineering (“PE”) or at 30 percent of design. Some large or complex projects may require more than one VE study over their duration. For Major Capital Projects, upon completion of the VE phase, the Grantee shall submit the VE report to the Department. The Department may also require that VE be performed on individual Projects that do not qualify as Major Capital Projects. The Grantee is encouraged to conduct VE on all Projects for construction, including bus maintenance and storage facilities, as well as on those Projects regarding revenue railcar acquisition and rehabilitation.

§ 21.4 The Department encourages the Grantee to confer with other transit operations and maintenance experts in order to benefit from their experiences and to improve the performance of the process or product being reviewed (“Peer Review”). Although the Grantee is encouraged to conduct a Peer Review with all capital projects, the Department may require Peer Review in some instances.

§ 21.5 The Grantee is encouraged to perform crime prevention reviews during the design phase of all Department-funded transit facilities with particular focus on the incorporation and use of crime prevention through environmental design techniques. This review should be carried out as a project intended to improve and increase the safety and security of an existing or planned transit system or

facility for both transit patrons and transit employees. The level of the review should complement the size and scope of the Project. Local crime prevention professionals should be included in the review process. Review documentation should remain on file by the Grantee and be available for Department review upon request.

ARTICLE 22. SPECIAL CAPITAL PROVISIONS

§ 22.1 The purchase of all equipment and services, and the construction of any facilities financed in whole or in part pursuant to a Project Agreement (“Project Equipment” and “Project Facilities”), shall be undertaken by the Grantee in accordance with this Agreement, Virginia law, and accepted good business practices. All plans, specifications, estimates of costs, award of contracts, performance and acceptance of work, and procedures in general are subject at all times to all applicable laws, rules, regulations, and orders. The Department reserves the right to review and approve all solicitations for purchase of equipment, facilities, and services prior to their issuance by the Grantee.

§ 22.2 The Grantee agrees that the Project Equipment and Project Facilities shall remain in service in the area and be used for the purpose for which they were purchased for the duration of the Useful Life. Useful Life will be defined by the Grantee utilizing Generally Accepted Accounting Principles, Internal Revenue Service or other industry practice standard agreeable to Department. If any Project Equipment or Project Facilities is not used for the intended purpose defined in the Project Agreement during the Project Equipment’s and Project Facilities’ Useful Life, the Grantee shall immediately notify the Department. In the case of Project Equipment, the Department shall have the option of requiring the Grantee either to transfer title to the Project Equipment to the Department or to remit to the Department an amount equal to a proportional share of the fair market value remaining in the Project Equipment based upon the Department’s ratio of participation detailed in the Project Agreement. In the case of Project Facilities, the Grantee shall remit to the Department the proportional share of the remaining fair

market value of the Project Facilities based upon the ratio of the Department's participation detailed in the Project Agreement. The Grantee shall keep records of the use of the Project Equipment and Project Facilities for review by the Department upon request.

§ 22.3 At any time, the Grantee shall permit the Department or its authorized representatives to inspect all vehicles, Project Facilities and Project Equipment; all transportation services rendered by the Grantee using such vehicles, Project Facilities or Project Equipment; and all relevant Project data and records.

§ 22.4 The Grantee shall maintain, in amount and form satisfactory to the Department, and in accordance with the laws of the Commonwealth, such insurance or self-insurance adequate to protect Project Facilities or Project Equipment and persons using such Project Facilities or Project Equipment throughout their use. The Department will be named as an additional insured.

§ 22.5 With regard to contracts for construction or facility improvement totaling less than \$250,000, the Grantee shall follow its own requirements relating to bid guarantees, performance and payment bonds. For contracts in excess of \$250,000, the Grantee shall adhere to the following minimum requirements:

- A bid bond from each bidder from a surety company legally authorized to do business in Virginia. The amount of the bid bond shall not exceed five percent (5%) of the bid price. This bid bond is a guarantee that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- A performance bond for 100% of the contract price.
- A payment bond for 100% of the contract price.
- In lieu of a bid, payment, or performance bond, a bidder may furnish a certified check in the amount required for the bond.
- The Grantee shall seek Department approval of its bonding policy and requirements if they do not comply with these criteria.

§ 22.6 When any motor vehicle is purchased with funds supplied by the Department pursuant to this Agreement or any associated Project Agreement, the Department reserves the right, in its sole discretion, to require that a lien or security interest be placed upon the title of said vehicle to secure the amount of the funds supplied by the Department, with the lien or security interest to be perfected and recorded upon the certificate of title in the manner prescribed by law, with the certificate of title to be sent to the Department.

ARTICLE 23. MISCELLANEOUS PROVISIONS

§ 23.1 This Agreement and any Project Agreement shall, in all respects, be governed by the laws of the Commonwealth without giving effect to its principles of conflicts of law. Nothing in this Agreement or any Project Agreement shall constitute a waiver of sovereign immunity. Any legal action concerning this Agreement or any Project Agreement shall be brought in the Circuit Court of the City of Richmond, Virginia.

§ 23.2 The Grantee shall comply with all of the requirements specified in an associated Project Agreement, as well as all applicable Federal, State, and local law and regulations.

§ 23.3 If any term or provision of this Agreement or any Project Agreement is determined to be invalid, illegal or unenforceable, it shall not affect the legality, validity, or enforceability of any other part of this Agreement, and the remaining parts of this Agreement or any Project Agreement shall be binding upon the Parties.

§ 23.4 All provisions of this Agreement and any Project Agreement shall be binding upon the Parties and their respective successors and assigns.

§ 23.5 Upon the Department's request, the Grantee shall appoint one principal representative selected by the Department to the oversight board of any public transit service provider on which the Commonwealth is not already represented by a principal member and which benefits from state funding provided to the Grantee. If the members of an oversight board are determined through public election,

or if complying with this requirement will violate a federal or state statute or General Assembly authorization, this provision shall not apply.

§ 23.6 The Grantee shall adhere to the current grant administration requirements issued by the Department and if required by the Department maintenance of asset inventory and performance reporting through the Department's web-based grant management system.

§ 23.7 Any repayment by the Grantee to the Department for funds granted by the Department pursuant to this Agreement and any associated Project Agreement shall also require the payment of interest using the prevailing statutory legal rate of interest established by the Virginia General Assembly, calculated from the date Reimbursement was made by the Department to date of repayment by the Grantee.

§ 23.8 All covenants and provisions of this Agreement shall be made expressly a part of any contracts executed by the Grantee, and shall be binding on the Contractors, their agents, and employees.

ARTICLE 24. UNAUTHORIZED ALIENS

§ 24.1 The Grantee certifies that it does not, and that it shall not, during the performance of this Agreement and any Project Agreement, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986 (the "Act"). The Grantee will also contractually require any Contractors who participate in any Project funded pursuant to this Agreement and any Project Agreement to comply with this provision. Unauthorized alien means, with respect to the employment of an alien (which is defined as any person not a citizen or national of the United States), at a particular time, that the alien is not at that time either (a) an alien lawfully admitted for permanent residence, or (b) authorized to be so employed by the Act or by the United States Attorney General.

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IN TESTIMONY THEREOF, the Parties have caused this Agreement to be executed, each by its duly authorized officers, all as of the day, month, and year first written.

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION**

BY:

DIRECTOR DATE

WITNESS: _____
(NAME AND TITLE) DATE

GRANTEE

BY:  Signed by:
Katherine A. Mattice
821470119A7B4A7... 6/20/2025

EXECUTIVE DIRECTOR DATE

WITNESS:  DocuSigned by:
508039C8220F419... 6/20/2025
SCOTT KALKWARF, DIRECTOR OF FINANCE DATE