



3040 Williams Drive | Suite 200 | Fairfax, VA 22031  
p: 703-642-0700 | f: 703-642-5077  
[www.novaregion.org](http://www.novaregion.org)

## **REQUEST FOR PROPOSALS**

### **M495- FAST FERRY PASSENGER SERVICE CONSULTANT**

Request for proposal issued	October 15, 2021
Questions deadline	October 27, 2021, 5:00 PM
Due date for proposals	November 15, 2021, 5:00 PM
Deliver electronically to:	<a href="mailto:info@novaregion.org">info@novaregion.org</a>

Northern Virginia Regional Commission (NVRC) reserves the right to reject any and all proposals, cancel this solicitation, and to waive any informalities or irregularities in procedure. NVRC does not discriminate against faith-based organizations, or against any other Offeror because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by law.

(This page is intentionally left blank)

NORTHERN VIRGINIA REGIONAL COMMISSION

REQUEST FOR PROPOSALS

M-495 COMMUTER PASSENGER FAST FERRY SERVICE BUSINESS CASE

TABLE OF CONTENTS

I.	INTRODUCTION	
	A.	Purpose of Solicitation 1
	B.	Background 1
	C.	Relationship of the Parties 2
II.	STATEMENT OF WORK	3
III.	TERM of CONTRACT	4
IV.	REQUIRED AND PREFERRED QUALIFICATIONS	
	A.	Consultant Capabilities 4
	B.	Consultant Experience 4
	C.	Other 4
V.	PROPOSAL REQUIREMENTS	
	A.	General Requirements 5
		1. Inquiries 5
		2. Submission; Deadline; Official Time; Consequences of Lateness 5
		3. Cost of Preparing and Submitting Proposals Not Reimbursable 5
	B.	Required Proposal Contents 5
		1. Cover Letter and Table of Contents 5
		2. RFP Submission Form 5
		3. Proposal 6
VI.	TIME REQUIREMENTS	
	A.	Proposal Calendar 7
VII.	SELECTION OF CONSULTANT AND EVALUATION PROCEDURES	
	A.	Selection Committee 7
	B.	Basis for Award 8
	C.	Evaluation Criteria 8

D.	Oral Presentations	9
E.	Recommendation of Selection Committee	9
F.	Contract Development	9
G.	Contingency of the Contracts	9
H.	Right to Reject Proposals	10
VIII. CONTRACT TERMS AND CONDITIONS		
A.	Conflict	10
B.	Alien employment	10
C.	Anti-Discrimination	10
D.	Assignment of Contract	11
E.	Availability of Funds	11
F.	Changes and Additions	11
G.	Conflicts of Interests	11
H.	Consultant’s Failure to Perform	12
I.	Contractual Disputes	12
J.	Copyright Protection	12
K.	Default	12
L.	Drug-Free Workplace	12
M.	Entire Agreement	13
N.	Exemption from Taxes	13
O.	Faith-based Organizations	13
P.	Governing Law	13
Q.	Indemnification	13
R.	Independent Consultant	14
S.	Invoicing/Payment and Interest	14
T.	Laws, Regulations	14
U.	Ownership of Documents	15
V.	Payments to Subcontractors	15
W.	Records and Inspection	16
X.	Responsibility of Consultant	16
Y.	Rights and Remedies Not Waived	16
Z.	Safety	16
AA.	Scheduling and Delays	17
BB.	Severability	17
CC.	Submissions	17
DD.	Termination for Cause	17
EE.	Termination for Convenience	18
FF.	COVID-19 Procedures	18
GG.	Insurance	18
IX. ATTACHMENTS		
A.	Scope of Work	21

B.	Reference Material	30
C.	RFP Submission Form	31
D.	References Template	35

## **I. INTRODUCTION**

### **A. Purpose of Solicitation**

The Northern Virginia Regional Commission (NVRC) is soliciting proposals from qualified transportation firms having experience with ferry transport and operations, including business case analysis, to develop a business case that will serve as the foundation for private investment in a fast ferry passenger transit service that would be designed to serve commuters and tourists, and that may eventually also provide freight options to the waterfront communities along the Anacostia, Potomac, and Occoquan Rivers. It is envisioned that the business case also may help justify the further investment of public funds in the project. Origin and destination locations would be in Northern Virginia, Maryland, and the District of Columbia. For this project, the NVRC is working in conjunction with impacted stakeholders in Virginia, Maryland, and the District of Columbia.

This solicitation addresses a first phase of work and comprises three initial tasks of a larger effort. This first phase will involve converting prior study findings into a service plan, financial model, and governance model. NVRC is allocating approximately \$200,000 for this phase of the work.

The anticipated second phase would include doing a freight analysis and developing implementation strategies. Although no funds have yet been allocated for the second phase, it is described in Attachment A of this RFP and may be added to the scope of work when funding becomes available.

### **B. Background**

For more than ten years, NVRC has coordinated a partnership of local jurisdictions and other local, state, and federal agencies including the National Park Service, Department of Defense (DoD), Maritime Administration (MARAD), and Federal Transit Administration (FTA) for the purpose of implementing an M-495 Regional Passenger Commuter Fast Ferry on the Anacostia, Potomac, and Occoquan Rivers in the National Capital Region (NCR).

Preliminary studies indicate that the following sites are possible origin and destination points:

- In Virginia: Woodbridge, Harbor Marina, Belmont Bay, Mount Vernon Estate & Gardens, Town of Quantico, US Army Fort Belvoir, and the Pentagon.
- In Maryland: Naval Support Facility Indian Head, and National Harbor/Gaylord
- In Washington, D.C.: City-Owned docks near the Washington Nationals baseball stadium, the National Mall, the Georgetown Waterfront, the southwest waterfront, and Anacostia waterfront, along with the Washington Navy Yard, Fort Leslie McNair, and Joint Base Anacostia Bolling.

This RFP comes on the heels of the NVRC Infrastructure Gap Analysis completed in 2019; the Market Analysis completed in June 2015; and the Prince William County Potomac River Commuter Ferry Service Study & Route Proving Exercise completed in 2009 (2009 RPE). The previous studies undertaken have demonstrated that a fast ferry would reduce congestion, energy, and the number of single occupancy vehicles (SOVs) in use along I-95. Additionally, the fast ferry would serve as a new alternative to the region's multimodal transportation system, enhancing connectivity, security, and livability for the communities of the National Capital Region (NCR).

An affordable and financially sustainable commuter ferry service would offer additional capacity to the increasingly gridlocked road system, provide enhanced access to recreation and tourist sites, enable immediate emergency preparedness capabilities on the river system, offer resiliency for regional hazard events, and enhance military and homeland security vessel and shore side capacity needed to conduct an evacuation or to mobilize military personnel and supplies.

The new modal alternative might easily be connected to existing transit, bike, and walking choices. A robust ferry system that is integrated into the current transportation system would be expected to result in:

- A new multi-modal choice to avoid traffic congestion
- Greater system-wide resiliency
- Additional commuter transportation choices
- An ability to move people out of Washington D.C. during emergency situations
- A reduction of single occupancy vehicles who will choose time savings
- A new environmentally friendly commuter option compared to private autos

This first phase of study is focused on the business case, to determine if ferry transit service is at a "go/no-go" decision point in the NCR. This phase will focus on such matters as: operational developments, fact-based revenue and expense analysis, and organizational structure for implementation.

The business case is expected to develop the implementation strategies to take to private investors by providing the service model, financial model, and governance model to support well-informed planning, policy, and budgetary decisions for the future of commuter ferry passenger transportation in the NCR. Commuter ferry service is intended to supplement, not compete with, existing transit services, including Virginia Railway Express (VRE), METRO, and local and long-distance commuter bus service. The analysis should determine what developments need to take place to make connections to these ferry services to make the transport practical for commuters, tourists, and freight distribution.

### **C. Relationship of the Parties**

NVRC is a public body, created in 1969, whose programs and policies are established by a 24-member Board of Commissioners composed entirely of elected council and board

members appointed by the governing bodies of thirteen member localities. NVRC's work covers a wide range of issues of concern to the member governments and the region.

The selected individual(s) or firm(s) ("Consultant") will be engaged as an independent contractor and not as an employee of NVRC. The Consultant shall not act as an agent or representative of NVRC, unless agreed by the parties in writing. NVRC shall not withhold any taxes or in any manner treat the Consultant as an employee in provision of payment or fringe benefits. Consultant will be retained for the purpose of work described in Section II below and detailed in Scope of Work - Attachment A and will provide a completed IRS form W-9 at the time of engagement.

## **II. STATEMENT OF WORK**

Consultant will use a proven, replicable methodology to establish a business case that should assume, at a minimum, morning and evening rush-hour and limited midday transit service, Monday through Friday, with three 249-passenger vessels. The business case should also assume initial service will be in Prince William County, Joint Base Anacostia-Bolling (JBAB)/the Department of Homeland Security (DHS), and a third stop into the SE/SW District of Columbia.

Other possible origin and destination locations for passenger service include National Harbor; one site serving National Landing (Amazon HQ2), Reagan National Airport, and the Pentagon; and District of Columbia Southeast/Southwest waterfront sites, e.g., Wharf, Poplar Point, and Town of Indian Head in Charles County, MD.

While the primary target market of the initial service is commuters traveling to, and from, work (large employment sites), a stakeholder group anticipates ridership by tourists and recreation passengers during the day, weekend, and holidays. Ferry transit service for this market will serve the MGM Grand Hotel & Casino, National Harbor, Mount Vernon, Audi (Soccer) Field, and the Washington Nationals Baseball Stadium. This service may carry employees of these tourist sites as well. Benefits of amenities such as parking, shelters, and other improvements shall also be considered.

An analyse will use best practices and methodologies to show the economic impact by providing the service, financial, and government models in the first phase of the project.

A more detailed description of the work and deliverables is found in Attachment A.

In a later phase of the business case, NVRC intends to explore the transportation of small freight packages, e.g., time-sensitive Amazon Prime and USPS small freight packages, on-board ferry vessels. Carrying small freight represents an additional revenue stream to sustain ferry transit service in the future. Additional information on later phases of this work is found in Attachment A – Scope of Work.

## **III. TERM OF CONTRACT**

Services shall commence upon conveyance of fully executed agreement. The term of this agreement shall be from the date of execution through completion of all tasks required for this project. NVRC reserves the right to obtain additional tasks and services on an as-needed basis for five years from the date of signed agreement.

For each additional task requested by NVRC, the Consultant shall provide a written proposal with a description of services, completion timeline, and fee schedule. Each additional task will be negotiated separately. If mutually acceptable terms are not achieved, NVRC reserves the right to obtain services from another source.

#### **IV. REQUIRED and PREFERRED QUALIFICATIONS**

##### **A. Consultant Capabilities**

The Consultant should have the ability to service all aspects of this contract with in-house resources and/or on subconsultants.

Desired Capabilities:

- Expertise in planning for and implementing ferry transit services.
- Expertise in practices and models used for economic and public and private investment analyses.
- Understanding of public-private-military partnerships for commuter, freight, and tourist ferry transit services at the regional and local level; and
- Understanding and work in equitable access and public benefit reporting.

##### **B. Consultant Experience**

The Consultant should be able to describe at least three examples of projects the Consultant led conducting business analysis for implementing a ferry transit service.

##### **C. Other**

Although selection will rely on the demonstrated qualifications and experience of the offerors, NVRC values participation of Small, Women-owned, and Minority-owned (SWaM) Businesses.

It is preferred that Consultants have knowledge of the National Capital Region (NCR) and an understanding of roles of the public and private sector, as well as the military along the river.

#### **V. PROPOSAL REQUIREMENTS**

## **A. General Requirements**

### **1. Inquiries**

Inquiries concerning the Request for Proposals, or the proposed engagement must be made in writing and received at [info@novaregion.org](mailto:info@novaregion.org) by 5:00 PM on October 27, 2021.

### **2. Submission; Deadline; Official Time; Consequences of Lateness**

To be considered, an electronic copy of the proposal must be received by [info@novaregion.org](mailto:info@novaregion.org) by 5:00 PM on November 15, 2021. Pages should be numbered, and each section should be clearly marked. Offerors should include “RFP for Ferry Commuter Consultant” in the subject line.

The time stamp of the email transmittal will serve as the official source of time. Proposals received after the date and time prescribed shall not be considered.

### **3. Cost of Preparing and Submitting Proposals Not Reimbursable**

Firms/individuals responding to this RFP will not be paid for any costs incurred in the preparation or submission of a proposal, or in appearing before persons participating in the selection process.

## **B. Required Proposal Contents**

Proposals should be prepared simply and economically providing a straightforward and concise description of the offeror’s ability to meet the requirements of this RFP. The proposal should be no more than fifteen (15) pages in length. Proposals should follow the format described below and include all the information requested below.

### **1. Cover Letter and Table of Contents**

The cover letter that is no more than one page in length should serve as an executive summary of the proposal.

### **2. RFP Submission Form**

An RFP Submission Form with the signature of a person authorized to submit the proposal on behalf of the Offeror must be provided with the proposal. A blank RFP Submission Form is provided as Attachment C.

### **3. Proposal**

The proposal should address the following elements in relation to the Statement of Work described in Section II and detailed in Attachment A, and the Required and Preferred Qualifications detailed in Section IV. Failure to address any of these elements may result in the proposal being deemed nonresponsive and therefore disqualified from consideration.

- a. Discuss offeror's approach and ability to complete each of the tasks in the Scope of Work outlined in Section II and Attachment A. Propose a schedule to complete the tasks.
- b. Discuss any other capabilities that the Consultant believes can benefit the outcomes of the work.
- c. In preparing this section, please consider information suggested in Attachment B, which identifies planning and implementing a ferry transit service; public involvement; market sounding exercises; and previous business case studies for reference.
- d. Discuss the offeror's qualifications and how they pertain to the Scope of Work outlined in Section II and detailed in Appendix A. Provide CVs or resumes of the proposed project manager and team members. Discuss any other qualifications that the Offeror believes can benefit performance of the work outlined in this RFP.
- e. Discuss experience from at least three projects that are relevant to the scope of tasks detailed in this RFP including:
  - Client requirements
  - The challenge, budget, goals, and objectives
  - Strategy developed to achieve goals and objectives
  - Discuss any additional experience the Consultant believes addresses this RFP

Provide online or otherwise electronic examples of your work for each reference company provided. Examples will not be counted in the fifteen-page limit.

- f. References: Provide contact information for at least three clients that NVRC may contact. For each reference, indicate the following:
  - a. Client Name;
  - b. Contact Name and Title;
  - c. Contact Phone Number and Email;
  - d. Business/Industry of Client;
  - e. Service Description;
  - f. Length of Relationship; and
  - g. Brief explanation regarding the end of the business relationship, if applicable. Attachment D may be used as a template for providing

this information.

- g. Nonbinding Price Proposal: Propose the cost for each task and enter it into a table with the following format.

<b>Offeror Name</b>	
<b>Task</b>	<b>Estimated cost</b>
1	
2	
3	
Total	

## **VI. TIME REQUIREMENTS**

### **Proposal Calendar**

The following is a list of key dates for receipt and evaluation of proposals:

Request for proposal issued	October 15, 2021
Questions deadline	October 27, 2021, @ 5:00 PM
Due date for proposals	November 15, 2021, @ 5:00 PM
Selection of finalist(s)	November 30, 2021
Expected contract date	December 30, 2021

## **VII. SELECTION OF CONSULTANT AND EVALUATION PROCEDURES**

### **A. Selection Committee**

Proposals received by the stated deadline will be evaluated by a selection committee expected to include representatives of M-495 Regional Fast Ferry Commuter Passenger Stakeholders, who are an informal group of interested parties and advocates that have been meeting and assisting with the project. The selection committee will make recommendations to NVRC.

### **B. Basis for Award**

The selection committee will base its recommendation on overall responsiveness and

on the “Evaluation Criteria” set forth below. Additional information may be requested by the selection committee at any time prior to making a final recommendation to NVRC and may be among other factors considered.

Please Note: NVRC is using a competitive negotiation process in this selection. The statutory authority for this is provided in the Virginia Public Procurement Act. Initial selection will be made among offerors deemed to be fully qualified and offering the best value among those submitting proposals, based on the factors detailed in this RFP – including price, since it is identified as a factor. However, price is not the sole or primary determining factor in the final selection.

Based on the results of a preliminary evaluation, the highest rated offerors may be invited to make oral presentations. The selection committee will then conduct a final evaluation of the firms.

**C. Evaluation Criteria**

Evaluation criteria will include the following. Percentages indicate relative importance among these factors.

**Evaluation Criteria and Weighting**

Criteria	Weight
Proposed work plan and timetable	10%
Capacity, resources, and approach of Offeror to meeting the tasks and requirements of the RFP.	20%
Qualifications, credentials, and related experience of Offeror’s key personnel and team.	20%
Offeror demonstrates understanding of the project in context to the National Capital Region.	25%
Offeror demonstrates high quality results with business case analysis, involvement with conducting a business case, and other information related to ferry transport and operations.	15%
Small, Women-owned, and Minority-owned (SWaM) Businesses.	5%
Cost	5%
<b>TOTAL</b>	<b>100%</b>

#### **D. Oral Presentations**

During the evaluation process, the selection committee may, at its discretion, request any one or all offerors to make oral presentations. Such presentations will provide each with an opportunity to answer any questions the committee may have on the proposal. Not all offerors may be asked to make oral presentations.

#### **E. Recommendation of Selection Committee**

Selection of finalist(s) will be made based on the assessment that one or more proposal(s) is responsive to the solicitation and is most advantageous to NVRC, at a fair and reasonable price.

Although the selection committee may recommend that NVRC contract with one individual or firm that can perform all tasks or use subcontractor for some of the work, NVRC reserves the right to enter contracts with multiple entities, each focusing on fulfilling different requirements, if this is determined to be in the best interest of NVRC.

*Neither NVRC nor its agents or funders engages in discrimination against any Offeror because of race, religion, color, sex, sexual orientation, gender identity, nationality, origin, age, disability, or any other basis prohibited by federal or state law (VA) relating to discrimination in employment.*

#### **F. Contract Development**

Once an entity is selected to enter contract negotiations, NVRC reserves the right to propose a contract that amends the scope of the RFP or the entity's proposal prior to signing the contract. At the same time, this RFP and the entity's proposal may be incorporated by reference directly into the final contract.

#### **G. Contingency of the Contracts**

Award of contracts to the selected individual(s) or firm(s) is contingent upon:

- the budget and appropriation of funds (if necessary); and
- the successful negotiation of contractual terms agreeable to both parties.

Failure to achieve the foregoing will result in no award at this time.

#### **H. Right to Reject Proposals**

NVRC reserves the right to reject any or all proposals, or to modify or cancel this solicitation, if it is in the interest of NVRC.

Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposal unless clearly and specifically noted in the proposal submitted and confirmed in the contract between NVRC and the entity selected.

### VIII. Contract Terms and Conditions

- A. **Conflict**: In the event of a conflict between the contract documents, including these Contract Terms and Conditions, the final executed contract documents shall control.
  
- B. **Alien employment**: Consultant certifies that he does not and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ unauthorized aliens as defined in the federal Immigration Reform and Control Act of 1986, as amended.
  
- C. **Anti-Discrimination**: The Consultant certifies to NVRC that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as 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). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender, sexual orientation, gender identity or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia 2.2.4343.1E).

The following provisions apply to all contracts over \$10,000:

- 1. During the performance of this contract, the Consultant agrees as follows:
  - a. The Consultant will not discriminate against any employee or offeror for employment because of race, religion, color, sex, national origin, age, disability, service-disabled veterans, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Consultant. The Consultant agrees to post in conspicuous places,

available to employees and offerors for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. The Consultant, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, will state that such Consultant is an equal opportunity employer.
  - c. 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. The Consultant will include the provisions of the foregoing paragraphs a, b, and c above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. **Assignment of Contract:** A contract shall not be assignable by the Consultant in whole or in part without the written consent of NVRC.
- E. **Availability of Funds:** A contract shall be deemed in force only to the extent of appropriations available for the purchase of such goods and/or services. NVRC's extended obligations on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following years.
- F. **Changes and Additions:** It shall be the responsibility of the Consultant to notify NVRC, in writing, of any necessary modifications or additions in the Scope of the contract. Compensation for changes or additions in the Scope of the contract will be negotiated and approved by NVRC, in writing.
- Furthermore, it is understood and agreed by both parties that any work done by the Consultant on such modification or addition to the contract prior to NVRC's approval in writing shall be at the total risk of the Consultant and said work may not be compensated by NVRC.
- G. **Conflicts of Interests:** The Consultant shall not accept or receive commissions or other payments from third parties for soliciting, negotiating, procuring supplies, equipment, materials, or other goods on the same project.
- H. **Consultant's Failure to Perform:** Failure of the Consultant to perform the contract by reason of NVRC's non-acceptance of additional conditions submitted after the award shall result in termination of the contract by NVRC and may result in debarment of the Consultant for a period of up to three (3) years. Termination and /or debarment of the Consultant shall not constitute a

waiver by NVRC of any other rights or remedies available to NVRC by law or contract.

- I. **Contractual Disputes:** The Consultant shall give written notice to NVRC of his/her intent to file a claim for money or other relief at the time of the occurrence or the beginning of the work upon which the claim is to be based.

The written claim shall be submitted to NVRC no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, NVRC shall reduce its decision to writing and mail or otherwise forward a copy thereof to the Consultant within thirty (30) days of receipt of the claim.

- J. **Copyright Protection:** Consultant agrees to defend and save NVRC, its agents, officials, and employees, harmless from liability of any nature or kind, for use of any copyright, composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which Consultant is not the patentee, assignee, or licensee, to the same extent as provided in the above paragraph.

- K. **Default:** In event of default by Consultant, NVRC reserves the right to procure the goods and/or services from other sources and hold Consultant liable for any excess cost occasioned thereby. Such actions taken by NVRC shall not release the Consultant from additional remedies that may be allowed by law.

- L. **Drug-Free Workplace:** During the performance of this contract, the Consultant agrees to (1) provide a drug-free workplace for the Consultant's employees; (2) post in conspicuous place, available to employees and offerors 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 Consultant's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (3) state in all solicitation or advertisement for employees placed by or on behalf of the Consultant that the Consultant maintains a drug-free workplace; and (4) 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 sub-Contractor 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 Consultant, 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 contract.

- M. **Entire Agreement:** This contract and any additional or supplementary documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto. The contract shall not be modified, altered, changed, or amended unless in writing and signed by the parties hereto.
- N. **Exemption from Taxes:** NVRC is exempt from state sales tax and federal excise tax. A tax exemption certificate indicating NVRC's tax exempt status will be furnished by NVRC upon request.
- O. **Faith-based Organizations:** NVRC does not discriminate against faith-based organizations.
- P. **Governing Law:** This contract shall be made, entered into, and shall be performed in the NCR, and shall be governed by the applicable laws of the Commonwealth of Virginia without regard to its conflict of law rules. In the event of litigation concerning this the contract, the parties agree to the exclusive jurisdiction and venue of the Circuit Court of Fairfax County, Virginia; however, in the event that the federal court has jurisdiction over the matter, then the parties agree to the exclusive jurisdiction and venue of the U.S. District Court for the Eastern District of Virginia, Alexandria Division.

The Consultant shall not cause a delay in services because of litigation pending or during litigation proceedings, except with the express, written consent of NVRC or written instruction/order from the Court.

- Q. **Indemnification:** Consultant shall defend and indemnify NVRC, and NVRC's employees, agents, and volunteers, from and against any and all damage claim, liability, cost, or expense (including, without limitation, attorney's fees and court costs) of every kind and nature (including, without limitation, those arising from any injury or damage to any person, property or business) incurred by or claimed against Consultant, its employees, agents, and volunteers, or incurred by or claimed against NVRC, NVRC's employees, agents, and volunteers, arising out of, or in connection with, the performance of all services hereunder by Consultant. This indemnification includes, but is not limited to, any financial or other loss, including, but not limited to, any adverse regulatory, agency or administrative sanction or civil penalties, incurred by NVRC due to the negligent, fraudulent, or criminal acts of consultant or any of the Consultant's officers, shareholders, employees, agents, sub-Contractor, or any other person or entity acting on behalf of consultant. Unless otherwise provided by law, the indemnification obligations hereunder shall not be limited in any way by the amount or type of damages,

compensation, or benefits payable by or for consultant under workers' compensation acts, disability benefit acts, other employee benefit acts, or benefits payable under any insurance policy. This paragraph shall survive the termination of the contract including any renewal or extension thereof.

- R. **Independent Contractor:** The Consultant and any employees, agents, or other persons or entities acting on behalf of the Consultant shall act in an independent capacity and not as officers, employees, or agents of NVRC.
- S. **Invoicing/Payment and Interest:** Prior to payment the Consultant shall provide their federal employer identification number. Payment to the Consultant shall be made not more than forty-five (45) days after goods or services are received; or not more the forty-five (45) days after the invoice is rendered, whichever is later.

Unless otherwise provided under the terms of this contract, interest for late payment shall not exceed one percent (1%) per month.

The Consultant shall submit invoices on a frequency to be determined, as agreed upon by NVRC, for each payment requested. Each invoice shall also include a detailed breakdown of all charges. Along with a summary of work accomplished, work to be accomplished in the next invoice, and if there are any barriers to completion.

All such invoices will be paid promptly unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Consultant shall provide complete cooperation during any such investigation.

- T. **Laws, Regulations:** Consultant shall keep fully informed of all federal, state, and local laws, ordinances, and regulations that in any manner affect the conduct of the work. Consultant shall at all times observe and comply with all such laws, ordinances, and regulations.
- U. **Ownership of Documents:** Any data generated, reports, specifications, blueprints, negatives, or other documents prepared by the Consultant in the performance of its obligations under the resulting contract shall be the exclusive property of NVRC, and all such materials shall be returned to the owner upon completion, termination, or cancellation of this contract. The Consultant shall not use, willingly allow, or cause such materials to be used for any purpose other than performance of all Consultant's obligations under the resulting contract without the prior written consent of NVRC. Documents and materials developed by the Consultant under the resulting contract shall be the property of NVRC; however, the Consultant may retain file copies, which

cannot be used without prior written consent of the Owner. NVRC agrees that the Consultant shall not be liable for any damage, loss, or injury resulting from the future use of the provided documents for other than the project specified when the Consultant is not the firm of record.

- V. **Payments to Subcontractors:** Within seven (7) days after receipt of amounts paid by NVRC for work performed by a subcontractor under this contract, the Contractor shall either:
- a. Pay the Subcontractor for the proportionate share of the total payment received from NVRC attributable to the work performed by the Subcontractor under this contract; or
  - b. Notify NVRC and Subcontractor, in writing, of his intention to withhold all or a part of the Subcontractor's payment and the reason for non-payment.

The Consultant shall pay interest to the Subcontractor on all amounts owed that remain unpaid beyond the seven-day period except for amounts withheld as allowed in item b. above.

Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent (1%) per month.

The Consultant shall include in each of its subcontracts a provision requiring each Subcontractors to include or otherwise be subject to the same payment and interest requirements as set forth above with respect to each lower-tier subconsultant.

The Consultant's obligation to pay an interest charge to a subcontractor pursuant to this provision may not be construed to be an obligation of NVRC.

- W. **Records and Inspection:** The Consultant shall maintain full and accurate records with respect to all matters covered under this contract, including, without limitation, accounting records, written policies, procedures, time records, telephone records, and any other supporting evidence used to memorialize, reflect, and substantiate charges or fees related to this contract. The Consultant's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by NVRC and its employees, agents, or authorized representatives after giving at least three (3) day notice to the Consultant by NVRC. NVRC shall have access to such records from the effective date of this contract, for the duration of the contract, and for five (5) years after the date of final payment by NVRC to the Consultant pursuant to this contract or any renewal or extension of this contract. NVRC's

employees, agents or authorized representatives shall have access to the Consultant's facilities, shall have access to all necessary records and shall be provided adequate and appropriate workspace to conduct audits. All records and information generated under the contract shall be property of NVRC, whether retained by NVRC or the Consultant. The Consultant shall not make any other use of this information; expect to provide service to NVRC under the contract, unless specifically authorized by NVRC in writing.

- X. **Responsibility of Consultant:** The Consultant shall, without additional costs or fee to NVRC, correct or revise any errors or deficiencies in his performance. Neither NVRC's review, approval, or acceptance of, nor payment for any of the services required under this Contract shall be deemed a waiver of rights by NVRC, and the Consultant shall remain liable to NVRC for all costs which are incurred by NVRC as a result of the Consultant's negligent performance of any of the services furnished under the contract.
  
- Y. **Rights and Remedies Not Waived:** In no event shall the making by NVRC of any payment to the Consultant, or the waiver by NVRC of any provision under this contract including any obligation of the Consultant, constitute or be construed as a waiver by NVRC of any other provision, obligation, breach of covenant, or any default which may exist under this contract on the part of the Consultant, and the making of any such payment by NVRC while any such breach or default exists shall not impair or prejudice any right or remedies available to NVRC.
  
- Z. **Safety:** The Consultant and sub-contractors performing services for NVRC are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and City safety and occupational health standards and any other applicable rules and regulations. Also, all Consultants and sub-contractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.
  
- AA. **Scheduling and Delays:** The parties to any contract resultant of this solicitation acknowledge that all or part of the work to be performed hereunder may be delayed and extended at the option of NVRC. Such delays may be caused by delays, denials and modifications of the various state or federal permits, or for other reasons. NVRC shall not be required to pay any of the Consultant's direct or indirect costs, or claims for compensation, extended overhead, or other damage or consequential damages arising out of or related to any delays or interruptions required or ordered by NVRC. If NVRC delays a task order for any reason for a continuous period of ninety (90) days or more, NVRC and Consultant will negotiate a mutually agreeable adjustment to the Consultant's fee.

BB. **Severability:** If any provision of the contract or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of the contract, or the application of such provision to persons or circumstances other than those which it is invalid or unenforceable, shall not be affected hereby, and each provision of the contract shall be valid and enforced to the full extent permitted by law.

CC. **Submissions:** All correspondence, design/review documents, reports, etc. prepared by the Consultant shall be distributed to NVRC's assigned manager for each task in the format and number of copies as directed by the task statement of work.

DD. **Termination for Cause:** In the event that the Consultant shall for any reason or through any cause be in default of the terms of this contract, NVRC may give Consultant written notice of such default by certified mail/return receipt requested at the address set forth in Consultant's Proposal/ or as provided in this contract.

Unless otherwise provided, Consultant shall have ten (10) days from the date such notice is mailed in which to cure the default. Upon failure of consultant to cure the default, NVRC may immediately cancel and terminate this contract as of the mailing date of the default notice.

Upon termination, Consultant shall withdraw its personnel and equipment, cease performance of any further work under the contract, and turn over to NVRC any work in process for which payment has been made. In the event of violations of law, safety or health standards and regulations, this contract may be immediately cancelled and terminated by NVRC and provisions herein with respect to opportunity to cure default shall not be applicable.

EE. **Termination for Convenience:** NVRC may at any time, and for any reason, terminate this contract by written notice to the Consultant specifying the termination date, which shall be not less than thirty (30) days from the date such notice is mailed.

Notice shall be given to consultant by certified mail/return receipt requested at the address set forth in Consultant's proposal or as provided in this contract. In the event of such termination, the Consultant shall be paid such amount as shall compensate the Consultant for the work satisfactorily completed, and accepted by NVRC, at the time of termination. If NVRC terminates this Contract, Consultant shall withdraw its personnel and equipment, cease performance of any further work under this Consultant, and turn over to NVRC any work completed or in process for which payment has been made.

FF. **COVID-19 Procedures:** All Consultants and subcontractors performing services for the NVRC are required and shall comply with all policies and procedures for COVID-19 from the Occupational Safety and Health Administration (OSHA), Virginia Department of Health (VDH) and Centers for Disease Control (CDC) and all other applicable County/City and State rules and regulations. Consultant's employees who are known or suspected to be infected with SARS-CoV-2 virus shall not report to or remain at the worksite until cleared to return to work. Consultant shall immediately report to NVRC if an employee who is positive for COVID-19 has been at NVRC facilities or in contact with NVRC personnel. Consultant shall keep confidential the identity of the personnel known to be infected with SARS-CoV-2 virus in accordance with the requirements of the Americans, with Disabilities Act (ADA) HIPAA, and other applicable federal and Virginia laws and regulations.

GG. **Insurance:** Consultant shall procure, maintain, and provide proof of insurance coverage for injuries to persons and property damage as may arise from or in conjunction with the work performed on behalf of NVRC by the Consultant, his agents, representatives, employees, or subcontractors. Proof of coverage as contained herein shall consist of all policies, endorsements, declaration pages, and certificates of insurance and shall be submitted fifteen (15) days prior to the commencement of work, and such coverage shall be maintained by the Consultant for the duration of the contract period; for occurrence policies. Claims made policies must extend reporting period for two (2) years after expiration date.

Requirements for minimum coverage and limits are expected to include:

- Commercial General Liability Insurance: \$1,000,000 per occurrence / \$2,000,000 aggregate
- Automobile Liability Insurance: \$1,000,000 per occurrence
- Workers Compensation Insurance: Yes
- Employer's Liability Insurance: \$500,000 per accident/\$500,000 per disease; \$500,000 per policy disease limit
- Umbrella or Excess Liability Insurance: \$5,000,000 per occurrence / \$5,000,000 aggregate.

Additional coverage provisions may be required, such as:

a. **Coverage Provisions**

1. All deductibles or self-insured retention shall appear on the certificate(s).
2. NVRC, its officers, officials, employees, agents, and volunteers shall be added as "additional insured" as their interests may

appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.

3. The Consultant's insurance shall be primary over any applicable insurance or self-insurance maintained by NVRC.
4. Consultant shall provide 30 days' written notice to NVRC before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
5. All coverage for subcontractors of the Consultant shall be subject to all of the requirements stated herein.
6. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided NVRC, its officers/officials, agents, employees, and volunteers.
7. The insurer shall agree to waive all rights of subrogation against NVRC, its' officers/officials, agents, employees or volunteers for any act, omission, or condition of premises which the parties may be held liable by reason of negligence.
8. The Consultant shall furnish NVRC certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.
9. The District of Columbia requires Liability Insurance in the amount of \$1,000,000 per occurrence.
10. All insurance shall be placed with insurers authorized to do business in the jurisdiction where work is to be performed and maintaining an A.M. Best rating of no less than an A: VII.

## ATTACHMENT A: SCOPE OF WORK

*PHASE I: Include only the first three tasks*

### **Task 1: Service Model**

Working with the NVRC and the Stakeholder's advisory group, the consultant(s) will provide the technical services necessary to develop and document a recommended service plan(s) to include origin and destination locations; operating schedule (frequency of service); environmental considerations, a complete cost-based service plan, staffing levels; vessel maintenance requirements, phased landside terminal and parking facilities and transportation coordination, and timeframes for each. Working with NVRC and the advisory group, the consultant will recommend preferred operating plans that will serve as the basis for the financial analysis described in Task 2 and a governance model (Task 3). Consultant(s) will review prior reports and develop planning recommendations for three possible service routes to include, but not be limited to, service levels, vessel types, with pre-determined service routes, and associated costs.

These decisions should be based on saving the most amount of time for passengers (commuters), denote time savings as the complete door-to-door trip to generate the highest ridership, and have the most potential for future growth. The consultant should also calculate the estimated operating and capital costs needed to launch service, assuming a phased implementation of essential landside infrastructure.

Finally, the consultant should fully describe all possible service routes (origin, destination, vessel types, passenger estimates, operating and capital costs, environmental considerations, etc.) and determine which routes are recommended for inclusion in the financial analysis to be completed in task two. The consultant(s) should describe any relevant information needed to operationalize each route/destination, including access road, parking needs, shuttle service, linkages to transit and micro transit connectivity, dredging, and terminal development opportunities on each route and site. Consultant needs to take into consideration wake disturbance, the depth of the three rivers and be able to discuss with the limitations of speed and propeller versus jet propelled versus hydrogen. Any shoreline damage should be identified.

*Task One – Deliverable 1: Report describing all findings and recommendations from prior reports on this project and recommend whether they should be implemented, how, and by whom. The report will be summarized in the final slide deck and will be presented to the NVRC and an advisory committee.*

*Task One - Deliverable 2: Report describing three possible service routes and any/all opportunities needed to launch the service. This should include an assessment of environmental considerations, permitting and mitigation. These studies and review processes impact schedule and budget. The Report will describe any additional **requirements not previously identified** in*

*reports on this project. The Report will be summarized in the final slide deck and presented to NVRC and an advisory committee.*

*Task One – Deliverable 3: All documents, maps, models, and recommendations will be in final format to be posted on the website.*

## **Task 2: Financial Model**

Working with NVRC and an advisory group, the consultant(s) will develop a software-based comprehensive financial model for the “preferred operating model” (established in Task 1). The model will be highly adaptive and able to produce management reports that may be generated by NVRC in the future. The software license will be transferred to, and owned by, NVRC.

The model will establish the ability of the users to generate necessary financial reports, including investors participating in Task 4 and interested parties participating in Task 5, to make the decisions necessary to participate in future service. The reports will document all anticipated capital and operating expenses and revenues. Grant awards should be included as an input field within the model.

The operating revenue forecast will reflect passenger fares, comprehensive ridership forecasting based on the preferred operating model and will be used to determine fares, use of commuter transit subsidies, small freight package delivery, concessions, advertising, and tourism. The model will establish the farebox recovery ratio for commuter, tourist, and other combinations. The model will generate financial reports with, and without, on-going operating government subsidies. The Market Analysis concluded that some ferry service will not require a government operating subsidy.

The financial plan will include the estimated capital expenses of the service, including possible parking, shuttle, vessel, terminal, and maintenance facility costs as well as a capital reserve analysis. The operating expenses – fuel, crew, dock fees, maintenance – will also be documented for the preferred service model. The model will reflect projected cash flows and the estimated Net Present Value (NPV) of the service. The consultant(s) will also review and document the following:

- Anticipated farebox recovery ratios of existing ferry systems around the country.
- Existing farebox recovery ratios for Metrorail, Virginia Railway Express, MARC, and selected bus services in the National Capital Region. Ratios should be presented with, and without, estimated capital expenditures.
- Describe a strategy, timetable, and risk analysis (referencing specific state and federal government capital grants) that NVRC and/or other interested parties might consider applying for to reduce the overall cost of capital for the service. Capital costs will start with previous estimates used. The strategy will reflect proposed Biden Administration and US Congressional infrastructure legislation (when and if it passes).

- Describe a high-level financial feasibility analysis for each service plan option described in Task 1 and a Quantitative Value-for Money Analysis for the preferred service plan agreed to in advance by NVRC and an advisory group.
- Describe a strategy and timetable to attract private equity funding to offset any capital and/or operating costs needed for the service to succeed.

*Task Two - Deliverable 1: Report and presentation on financial analysis results for different scope, service, and delivery options, and comparison to establish criteria. The Report will be summarized in the final slide deck and presented to NVRC and an advisory committee.*

*Task Two – Deliverable 2: All documents will be in final format to be posted on the website.*

### **Task 3: Governance Model**

Working with NVRC and an advisory group, the consultant will identify possible governance models that could serve to oversee future service, including services fully administered by a public entity (eligible to receive federal grant funding), a public entity who would contract with a vessel owner/operator to conduct the service (and anticipated contract options); a public-private ownership/operator model where risks and finances are shared among the parties, including for example third-party ownership of terminals and a public entity owning the vessels or vice versa.

The consultant will also evaluate and describe a governance model for a vessel owner operates the service on their own and without any other party. In this model, service levels and costs are determined exclusively by the vessel owner/operator. In this model, consultant(s) will describe any variations of these different governing approaches and the success or failure of these approaches for other ferry service around the country. Consultant(s) will identify possible governance models by describing:

- Each governance model considered, a title, composition, capacity, and preliminary interest (if any) to administer service in the region, relevant experience in governing transit services that crosses multiple jurisdictions, the ability to secure federal and state funding, and how the organization would approach the capital and operating expenses of the service, e.g., tax district authority, venture capital, etc.
- Should a port authority be recommended, the public policy arguments that can be shared with elected officials to discuss with them. The arguments can take the form of a PowerPoint slide deck and address how to create it, how the service will be administered timetable, legal authorities, budget considerations, etc.
- Complexities, e.g., legal, financing, operations, of a governing model in a multi-state, multi-jurisdiction region, including the respective roles and responsibilities of all parties involved, e.g., public sector, vessel owner-operator, private equity partner, etc. The description should address the extent of whether the District of Columbia,

Commonwealth of Virginia, and State of Maryland are willing to consider participation in a regional model. The consultant(s) should also discuss whether these recommendations should be phased in over time.

*Task Three - Deliverable 1: Report describing all possible governing models, including any new entities, and a preferred model. The Report will be summarized in the final slide deck to NVRC and the advisory committee.*

*Task Three – Deliverable 2: All documents will be in final format to be posted on the website.*

**THIS CONCLUDES THE FIRST THREE TASKS THAT ARE INCLUDED IN THE RFP. NVRC IS PROVIDING THE TOTAL PACKAGE SO THAT AS ADDITIONAL FUNDING IS FOUND SOME OR ALL OF THE ADDITIONAL WORK MAYBE REQUESTED IN SUBSEQUENT SOLICITATIONS.**

*PHASE II: Will be assigned by task order.*

#### **Task 4: Private Investor Sounding Exercise**

Working with NVRC and the advisory group, consultant(s) will conduct market sounding exercise(s) to provide an opportunity for a structured dialogue between parties to determine whether a public-private partnership is an effective approach to sustain the preferred service model. This task will be designed to test the viability of the project's details, e.g., service, governance, and financials, how aspects should be better defined to foster private sector competition and ensure project success. The market sounding task will be conducted after the preferred service plan, governance model, and financials are understood and relevant questions and feedback from the private sector can be incorporated into the final report. The private sector should have access to the draft risk analysis prior to the exercise(s) themselves.

The consultant(s) will develop a comprehensive list of participants to invite to the market sounding exercise, including prospective Offerors; commercial bankers, lenders, and international financing agencies, and multilateral development banks that can offer financing for the project. The consultant will also invite to the exercise the largest employers and landowners, including military base officials on the Anacostia, Potomac, and Occoquan rivers.

The consultant(s) will work with NVRC to determine how best to prepare participants for the exercise(s), including such items as a briefing paper, slide deck, and other reports describing the service, e.g., Infrastructure Gap Analysis. In advance of the market sounding sessions, consultant(s) will promote the exercises in advance with outreach to industry conferences and publications, including InfraAmericas, CGLA Infrastructure, TRB, and ARTBA. The consultant(s) will also engage military officials from Quantico, Fort Belvoir, Joint Base Anacostia-Bolling, Department of Homeland Security, Pentagon, and the Navy Yard.

The consultant(s) will conduct and document up to three (3) targeted market sounding sessions in different locations designed to solicit industry feedback on the project. These sessions may be designed as one-day sessions that begin with a plenary session to introduce

session objectives, and include small group meetings, and/or one-on-one interviews. Consultant(s) team will consider the following approach to conduct and document the working sessions:

- **Market Sounding Session I, Investor Opportunities**, to include private equity, infrastructure investors, bond investors, and capital partners interested in US infrastructure opportunities.
- **Market Sounding Session II, Vessel & Terminal Operators**, to include developers interested in social infrastructure, including passenger terminals, and private vessel owner/operators (commuter and tourism) interested in launching new service.
- **Market Sounding Session III, Teaming Engagements**, to include interested investors, vessel and terminal operators, and parties designed to facilitate the engagement of possible public-private teams interested in the service.

*Task Four - Deliverable 1: Three (3) Market Sounding Sessions with a report describing all aspects of the market sounding sessions, including participant feedback and recommendations to maintain engagement with interested participants, and better position the project for success. The report will be summarized in the final slide deck to NVRC and the advisory committee.*

*Task Four – Deliverable 2: All documents will be in final format to be posted on the website.*

#### **Task 5: Develop a Freight Operational Plan**

Working with NVRC, the consultant(s) will assess the feasibility of the carrying freight on-board passenger vessels. The consultant team will first determine the commercial and military freight market in the NCR. The primary focus will be around the flow of freight on or near the routes selected for commuter and tourist passenger service.

Consultant(s) are requested to work with MARAD freight planning documents to determine whether, and to what extent, the notion of carrying small freight is a feasible, competitive, or cost-effective approach and/or whether it would be utilized. If so, consultant would be expected to determine potential revenue projections and:

- A description of how the market is currently service by transportation options.
- Review how other Passenger Ferry Systems have introduced or included freight into their passenger ferry systems such as NC Ferry System.
- Review the new industry moving into the region by contacting the small business administration in the DMV and the county about company needs to move freight into the area, are their companies seeking environmentally friendly methods to move freight and would there be an interest in using an alternative system to haul freight.
- Identify shippers that have an interest and all potential freight types.
- Identify commodities, markets, and shippers that would be expected to attract.

- Contact all the economic development in DMV and ask about the types of industry and how we can get freight incorporated into their planning.
- Emergency evacuation and would equipment be hauled back and forth – contact DHS and MWCOG committee.
- Conduct and document a freight market session designed to solicit freight industry feedback on the project. The session may be designed as one-day session beginning with a plenary session to introduce session objectives, small group meetings, and one-on-one interviews.
- Determine how the service could be operationalized at a scale that fits the passenger vessels for commuters.
- Propose a cost model for broken down by container, trailer, or other freight unit, including loading and discharge costs, vessel operating costs, drayage costs, and other ancillary costs. Provide a comparison cost model outlining the current costs for transportation using landside mode (truck and rail) alternatives for the identified market that the proposed project will serve. Provide the project's financial plan and provide projected revenues and expenses. Include labor and operating costs, drayage, fixed and recurring infrastructure and maintenance costs, vessel or equipment acquisition or construction costs, etc. Include any anticipated changes in local or regional short sea transportation, policy or regulations, ports, industry, or other developments affecting the project.
- Identify (freight) partnerships that would be needed to be implemented. i.e., firms that would be interested in further discussing the approach and/or consider a demonstration project for a limited time.
- Identify the net public benefit estimated to be gained through the project, including highway miles saved, road maintenance savings, air emissions savings, and safety and resiliency impacts. Provide the established measures used based on the net cost savings and public benefits of the Project based on the following six categories:
  - (i) Emissions benefits. Address any net savings, in quantifiable terms, now and in the future, over current emissions practices, including greenhouse gas emissions, criteria air pollutants or other environmental benefits the project offers. Start Printed Page 56907
  - (ii) Energy savings. Provide an analysis of potential net reductions in energy consumption, in quantifiable terms, now and in the future, over the current practice.
  - (iii) Landside transportation infrastructure maintenance savings. To the extent the data is available indicate, in dollars per year, the projected net savings of public funds that would result in road or railroad maintenance or repair, including pavement, bridges, tunnels or related transportation infrastructure from a proposed project. Include the impacts of accelerated infrastructure deterioration caused by vehicles currently using the route, especially in cases of oversize or overweight vehicles. This information applies only to projects for a marine highway service where a landside alternative exists.
  - (iv) Economic competitiveness. To the extent the data is available, describe how the project will measurably result in transportation efficiency gains for the U.S. public. For purposes of aligning a project with this outcome, offerors should provide evidence of how improvements in transportation outcomes (such as time savings,

operating cost savings, and increased utilization of assets) translate into long-term economic productivity benefits.

(v) Safety improvements. Describe, in measurable terms, the projected safety improvements that would result from the proposed operation.

(vi) System resiliency and redundancy. To the extent data is available, describe, if applicable, how a proposed Marine Highway Project offers a resilient route or service that can benefit the public. Where land transportation routes serving a locale or region are limited, describe how a proposed project offers an alternative and the benefit this could offer when other routes are interrupted as a result of natural or man-made incidents

- Describe how the proposed organizational structure fits into the model, including an outline of the business affiliations, environmental, non-profit organizations and governmental or private sector stakeholders.
- Define the Public-Private-Military Partnership and what each partner would bring to the table. Include roles of the partners that would include terminals, vessel operators, shipyards, shippers, trucking companies, railroads, third-party logistics providers, shipping lines, labor, workforce, and other entities deemed appropriate.
- Documentation. Provide documents affirming commitment or support from entities involved in the project.
- Propose a project timeline. Include a proposed project timeline with estimated start dates and key milestones. If applicable, include the point in the timeline at which the enterprise is anticipated to attain self-sufficiency.
- Support and investment required. Describe any known or anticipated obstacles to either implementation or long-term success of the project. Include any strategies, either in place or proposed, to mitigate impediments. Identify specific infrastructure gaps such as docks, cranes, ramps, etc. that will need to be addressed in order for the project to become economically viable. Include estimates for the required investments needed to address the infrastructure gaps.
- Environmental considerations. Provide environmental analysis of the proposed project, pursuant to the National Environmental Policy Act of 1969 (NEPA) (42 U.S.C. 4321 et seq.) and other environmental requirements.

In addition, consultant(s) will develop a freight operational plan that takes into consideration that deliveries can be made on-time and in a planned manner and how possible delays may impact the delivery of small freight packages. The results of this study will assist in the planning for long-term congruence of both passenger and small freight needs and will assist with the larger on-going regional multimodal planning.

*Task Five - Deliverable 1: Develop a freight operational plan describing what it would take to operationalize a ferry service with a small freight component. The Report will summarize the plan and small freight market sounding session in the final slide deck.*

*Task Five – Deliverable 2: All documents will be in final format to be posted on the website.*

## **Task 6: Project Procurement Roadmap & Delivery Workshop**

Working with NVRC and the advisory group, the consultant team will develop and present a procurement roadmap and timetable to the general public in three (3) public workshops around the NCR. The roadmap will define the framework of the procurement and describe aspects of a successful procurement process, including the objectives, budget, timetable, and possible parties interested in collaborating around a new ferry transit service. Consultant(s) will receive and document participant feedback and incorporate it into the final report and slide deck.

The roadmap will describe the service plan, financials, and governance model to the Stakeholder Group, government officials, and possible investors that comprise a public-private partnership. Consultant(s) will conduct and document the following:

- Describe the key challenges, constraints, and the risk tolerance of the project to investors. The consultant will develop a strategy to help avoid cost overruns, delays, failed procurements, and the availability of public and private financing (operational and capital). The strategy will ensure the planning is in place not to undermanage the risks and to allocate risks to their appropriate owners.
- Describe and perform a qualitative assessment for the launch of fast ferry service as described in the service plan, governance structure, financials, and market sounding sessions. The assessment will define the development, screening, and evaluation framework of a “go/no-go” (build, or no-build) decision for service. The alternatives analysis should detail the evaluation framework and recommend a “go/no-go” decision to NVRC and the Advisory Group.

*Task Six - Deliverable 1: Report describing the key challenges, constraints, risk tolerance, and qualitative assessment for the launch of fast ferry service in the region. The Report will be summarized in the final slide deck.*

*Task Six – Deliverable 2: All documents will be in final format to be posted on the website.*

### **Task 7: Procurement Advisory Support**

Working with NVRC and the advisory group, the consultant team will develop a Request for Quote (RFQ) and/or a Request for Proposal (RFP). It is expected that the consultant(s) team will be comprised of all appropriate functional expertise required to manage the lifecycle of a complete procurement process.

The procurement documents will invite interested teams, selected in Tasks 4 and 5, to provide their confidential business plan to evaluators, including a service plan, governance structure, financials, and the roles and responsibilities of team members, including investors, banks, and legal advisors. The consultant(s) will conduct and document the following:

- Describe evaluation criteria and selection guidelines; answer bidder questions, evaluate Submittals of Qualifications (SOQ), and assist with the shortlisting of preferred Offerors.

- Prepare and conduct one-on-one meetings with Offerors; analyze the financial impact of proposed commercial terms, project configuration, and costs and revenue inputs during the review phase; analyze bidder feedback and incorporate into the final draft RFP; and evaluation of responses.
- Assist with selecting a preferred operator, negotiate a contract, obtain necessary approvals; and help negotiate final debt and equity terms.
- Prior to contract signing, perform a detailed financial stability, liquidity, and capacity analysis on the preferred Offerors to help ensure the appropriate experience and financial capacity to sustain the service plan.

*Task Seven - Deliverable 1: Report providing the RFQ and/or RFP, procurement support in the selection of a preferred bidder, financial stability assessment of bidder(s), and a signed contract of interested parties involved in the delivery of the service. The Report will be summarized in the final slide deck.*

*Task Seven – Deliverable 2: All documents will be in final format to be posted on the website.*

## ATTACHMENT B: REFERENCE MATERIAL

### **M495 Fast Commuter Studies for Reference and see website:**

- <http://potomaccommuterfastferry.com> – See section on previously completed studies.

### Previously completed studies

- [2019 Final Infrastructure Gap Analysis Report](#)
- [2018 Draft Gap Analysis Report](#)
- [2018 Integrating Fast Ferry Service in Woodbridge – ULI Technical Assistance Panel Presentation](#)
- [2017 Potomac River Transportation Framework Plan](#)
- [2015 NVRC Market Analysis for Commuter Ferry Service on the Occoquan, Potomac, and Anacostia Rivers](#)
- [2009 Prince William County Potomac River Commuter Ferry Service Study & Route Proving Exercise](#)
- [2000 VDOT Ferry Boat Feasibility Study](#)

ATTACHMENT C: RFP SUBMISSION FORM  
Must be returned with proposal

**1. SUBMITTING ENTITY IDENTIFICATION & OWNERSHIP DISCLOSURE**

Company: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Indicate which of the following apply:

Individual Offeror	_____	_____
Corporation (specify)	_____	_____
Partnership (specify)	_____	_____
Sole Proprietor	_____	_____
Other (specify)	_____	_____
Small Business	_____	_____
SWaM Certified	_____	Certification Number _____

Organized under the laws of the State of \_\_\_\_\_ Year: \_\_\_\_\_

Principal place of business located at:  
Address: \_\_\_\_\_

Usual office location of personnel to be assigned (if different):  
Address: \_\_\_\_\_

eVA Vendor Code: \_\_\_\_\_ DUNS #: \_\_\_\_\_

**2. VIRGINIA CONFLICT OF INTEREST**

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.

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.

### 3. OTHER INFORMATION

- a. General character of work normally performed by you / your firm:
  
  
  
  
  
  
  
  
  
  
- b. List the names of subcontractors, if any, you propose to use for this project, including contact person, anticipated role, anticipated level of effort, address, phone number, and email
  
  
  
  
  
  
  
  
  
  
- c. Bankruptcy Information: Has the Offeror ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?  No  Yes

Elaborate on the response if desired:

- d. Citations or Legal Action: Has the Offeror ever received any citations, notices of violation, legal proceedings, disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations? If “Yes”, state the name of the regulatory body or professional organization, date, and reason for action. If there are no violations, provide a statement of such.
  
  
  
  
  
  
  
  
  
  
- e. Previous Contracts: Has the Offeror ever failed to complete any contract awarded?  
No  Yes

If “Yes”, state the name of the organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

**4. CERTIFICATION**

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

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

**Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

**Name (Printed)** \_\_\_\_\_

**Title** \_\_\_\_\_

ATTACHMENT D: REFERENCES TEMPLATE

Must be returned with proposal

Provide three (3) references, that the individual/firm has provided services to within the past three (3) years. The contact person named should be familiar with the day-to-day management of the contract and be willing to respond to questions regarding the type, level, and quality of service provided.

Reference 1:

Firm/Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Telephone No. \_\_\_\_\_ Email: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Type of Business/Industry: \_\_\_\_\_  
Start and End Dates and Type of Service(s) Provided: \_\_\_\_\_  
\_\_\_\_\_  
Reason for Concluding Relationship: \_\_\_\_\_

Reference 2:

Firm/Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Telephone No. \_\_\_\_\_ Email: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Type of Business/Industry: \_\_\_\_\_  
Start and End Dates and Type of Service(s) Provided: \_\_\_\_\_  
\_\_\_\_\_  
Reason for Concluding Relationship: \_\_\_\_\_

Reference 3:

Firm/Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Telephone No. \_\_\_\_\_ Email: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Type of Business/Industry: \_\_\_\_\_  
Start and End Dates and Type of Service(s) Provided: \_\_\_\_\_  
\_\_\_\_\_  
Reason for Concluding Relationship: \_\_\_\_\_