

CHECKLIST FOR PROCESSING CONTRACTUAL DOCUMENTS

| TYPE | | Reference Number |
|---------------------|---------------|------------------|
| ORIGINAL CONTRACT | NEW | 21-_089 - TLC |
| AMENDMENT | | |
| GRANT AGREEMENT | | |
| FUNDING APPLICATION | | |
| MOU/LEASE | | |
| SOLICITATION | RFP RFQ X IFB | 21-002 |
| OTHER | | |

THIS FORM MUST ACCOMPANY ALL CONTRACTS, AGREEMENTS, & GRANTS TO BE SIGNED BY THE EXECUTIVE DIRECTOR. THE ORIGINAL OF THE DOCUMENT AND THIS FORM WILL BE KEPT ON FILE IN THE CONTRACTS OFFICE.

DATE REQUEST RECEIVED: 6/14/2021

PROJECT TITLE: RFQ 21-022 TLC FY2022

DESCRIPTION: Master Contractor - IDIQ Contract award

VENDOR/CONTRACTOR: Nelson\Nygaard Consulting Associates, Inc.

COG Funding:

FUNDING SOURCE:

PASSED THROUGH FROM:

REQUIRED MATCH:

COG MATCH PROPOSED:

BOARD APPROVAL DATE:

| Cost Distribution | |
|------------------------|--------|
| PE # | Amount |
| 1000.02.0115.001 (TLC) | \$0.00 |
| | |
| | |
| | |
| | |

1. CONTRACTS AND PURCHASING MANAGER – Rick Konrad

COMMENTS:

SIGNATURE Rick Konrad DATE Jul 1, 2021

2. DEPARTMENT – DTP MANAGER - Kanti Srikanth

COMMENTS:

SIGNATURE Kanti Srikanth DATE Jul 7, 2021

3. CHIEF FINANCIAL OFFICER – J. MUSSOG

COMMENTS:

SIGNATURE Julie Mussog DATE Jul 7, 2021

4. GENERAL COUNSEL - S. Pandak/Zach Packard

COMMENTS: Approved as to form

SIGNATURE Sharon Pandak DATE Jul 8, 2021

5. DEPUTY EXECUTIVE DIRECTOR – T. GATES

COMMENTS:

SIGNATURE Thomas Gates DATE Jul 8, 2021

6. EXECUTIVE DIRECTOR – C. Bean

SIGNATURE Chuck Bean DATE Jul 8, 2021



CONTRACT # 21-089-TLC

This Contract, made effective as of its execution, by and between the **METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS** ("COG"), a nonprofit corporation organized under the laws of the District of Columbia, with an address of 777 North Capitol Street, NE, Suite 300, Washington, DC 20002; and **Nelson\Nygaard Consulting Associates, Inc.** ("Contractor"), a C Corporation organized under the laws of the State of California and having a business address at 1250 24th Street NW, Suite 800, Washington, D.C. 20037.

COG and the Contractor agree as set forth below:

ARTICLE I. CONTRACT DOCUMENTS

- A. The Contract shall consist of this Contract and other documents issued prior to the execution of this Contract including:

| Document Title | Exhibit |
|--|---------|
| Request for Qualifications 21-002, "TECHNICAL ASSISTANCE FOR THE TRANSPORTATION LAND-USE CONNECTIONS (TLC) PROGRAM" , including all addendums thereto, collectively referred to hereinafter as "the RFQ" <ul style="list-style-type: none">• COG's Standard Terms and Conditions (p. 14-26)• Cooperative Rider Clause (p 31- 36) | A |
| Contractor's response to the RFQ, dated March 22, 2021, including all documents submitted, collectively referred to hereinafter as "the Proposal" <ul style="list-style-type: none">• Certification Statement (p. 44) | B |

- B. These documents form the Contract and are incorporated into the Contract by reference. In the event there is a conflict between the documents comprising this Contract, the following order of precedence shall apply: (a) This Contract; (b) COG Standard Terms and Conditions (Exhibit A p. 14); (c) the Proposal (Exhibit B); then (d) the RFQ (Exhibit A). The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

ARTICLE II. SCOPE OF WORK

- A. The Scope of Work contained herein is intended to outline general work which Contractor, being one of multiple awardees under the RFQ, may be requested to perform, pursuant to this Contract and any Task Orders which may be issued by COG under this Contract. Specific details of scope, time, and budget for each item of work will be provided in each individual Task Order Request (See Article III).
- B. Contractor is awarded this Master Contract on an "Indefinite Delivery/Indefinite Quantity" (IDIQ) basis. Through this Master Contract, Contractor is qualified to submit proposals for TLC projects or projects from related programs. COG will award Task Orders for TLC projects or projects from related programs based on a competitive review of proposals. There is no guarantee that Contractor will be awarded any Task Order or any particular work or services.

- C. In all of these tasks, Contractor may be required to work with various partners and key stakeholders from public and non-public sector entities, incorporating feedback and concurrence from all primary, support, coordinating, and cooperating agencies.
- D. The functional areas listed below are not all-inclusive of the services which may be required under any Task Order which may be issued. TLC projects require a variety of skillsets. TLC projects typically fall within one or more of the categories listed below, although this list is not intended to be exhaustive of the types of projects that are funded through the program:

Planning Project Categories

- Small area and transit station area planning
- Bicycle and pedestrian safety and access studies
- Trail planning and design
- Safe Routes to School planning
- Mixed-use/TOD market analysis
- Zoning and development design standards
- Transit demand and feasibility analysis
- Parking management planning
- Transit demand analysis
- Freight planning
- Housing analysis
- Streetscape and public space plans

Design Project (up to 30% Design) Typical Tasks

- Cost estimates of improvements
- Engineering systems descriptions and analyses
- Preliminary or schematic drawings with site plans and elevations
- Renderings of site massing, elevation, or facility interior/exterior spaces
- Site surveys

ARTICLE III. TASK ORDER PROCESS

- A. For specific TLC projects or projects from related programs, COG will develop a description of the services that are to be the subject of Task Orders. The required skills and experience may vary among projects and will be listed in each Task Order Request when issued.
- A. Depending on Contractor's skills, experience, and level of interest in specific projects, COG may invite Contractor to submit proposals, for competitive consideration, in response to Task Order Requests. COG will evaluate all proposals received in response to each Task Order Request and determine whether to award a given Task Order to Contractor.
- B. Task Orders will be awarded by the Executive Director, or his designee, to the Contractor to accomplish work to be performed under this Contract.
- C. Task Orders issued by COG will be on a Fixed-Price basis.

- D. The selected Contractor must be capable of explaining, defending, and justifying the various aspects and conclusions of a project before senior management, elected officials, regulatory agencies, technical experts, the general public, and media organizations, as directed. Contractors will be required to effectively manage the work and complete the project in a timely and cost-effective manner. The Contractor must develop a general work plan for each project initiated via a Task Order and will be required to regularly track progress and make progress reports, throughout the duration of each Project.
- E. There is no guarantee that Contractor will be awarded any Task Order or any particular work or services.
- F. Not submitting a response to a Task Order Request will not disqualify Contractor from being offered future Task Orders.
- G. On an as-needed basis, COG reserves the right to separately solicit TLC consultant support at a future date from firms other than those awarded master contracts through RFQ 21-002, which was the RFQ through which this (and other) masters contracts have been awarded.

ARTICLE IV. RESPONSIBILITIES OF THE CONTRACTOR

- A. The Contractor shall be responsible for the following:
 - a. Timely completion of Task Order(s) in accordance with the requirements of this Contract.
 - b. Administration of project(s) Task Order(s) and subcontracts, if any, in accordance with all applicable related services as needed.
 - c. The Contractor shall supervise and direct all project activities. All project personnel employed by the Contractor shall be adequately qualified to perform services under this Contract. The key personnel for the project shall be those identified in Contractor's Proposal, or shall have comparable skills and qualifications, which Contractor shall provide upon request. The Contractor is authorized to enter into subcontracts as may be necessary or desirable for completion of the project. Upon commencement of performance, and thereafter, any time a new subcontractor is engaged, Contractor shall provide COG with a complete list of the subcontractors who will be performing any services in connection with this Contract. Substitution of subcontractors must be requested in writing, in advance, and must be authorized in writing by the COG Contracting Officer.

ARTICLE V. RESPONSIBILITIES OF COG

- A. COG shall be responsible for the following:
 - a. Issuing Task Orders as appropriate and necessary.
 - b. Providing relevant data in support of the Project or Task Order, as appropriate and necessary.
 - c. Conducting performance evaluations of the Contractor at COG's discretion or as requested by Participating Agencies.
 - d. Reviewing any proposed subcontracts for consistency with the terms of this Contract.
 - e. Informing Contractor of any material requirements, due to funding grants or otherwise, affecting its performance or compensation of the Contract.

ARTICLE VI. TYPE OF CONTRACT AND PERIOD OF PERFORMANCE

- A. This contract is a Master Contract on an "Indefinite Delivery/Indefinite Quantity" (IDIQ) basis.
- B. This contract may be valid for three years. COG may, at its own discretion, and based upon successful performance, extend any contract awarded as a result of this procurement for up to two (2) additional one-year periods.
- C. COG reserves the right to issue a supplemental solicitation at any time during this period or qualify additional firms as needed. Further, on an as-needed basis, COG reserves the right to procure consultant support for specific TLC projects from firms other than those awarded contracts through the RFQ that was the basis for this Contract.
- D. This Contract permits the Contractor to participate in competitively awarded task orders. These task orders will be fixed price. It is anticipated that the dollar amounts for each task order will vary based upon project approvals by the Transportation Planning Board.
- E. For task orders in FY 2022, COG/TPB currently intends to fund projects at varying levels within a range of \$30,000 to \$80,000. However, COG reserves the right to fund task orders for TLC projects that may exceed \$80,000 or for less than \$30,000.
- F. Being awarded this contract is not a guarantee that task orders will be awarded.
- G. COG anticipates that funding for the program will be extended into future fiscal years. Such funding, however, is contingent upon federal legislative action, among other factors.

- H. Individual Task Orders issued in the final year of the Contract may have a Period of Performance which extends beyond the termination date of this Contract. In such cases, all terms and conditions of this Contract shall apply to work continuing to be performed under such a Task Order, until that Task Order is completed. No new Task Orders may be awarded after the completion date of the Master Contract.
- I. During the Period of Performance, including any extension, the Rider Clause (Exhibit A p. 31) shall be in full effect and binding on the Contractor.

ARTICLE VII. INVOICES AND PAYMENTS

- A. It is understood that payment to the Contractor by COG is dependent upon COG's receipt of funds from its sponsoring agencies.
- B. Contractor's Invoice(s) must include the Project Name, the COG contract number (see above), the Task Order number, and the Purchase Order number.
- C. Contractor's invoice(s) for COG-issued Task Orders shall be sent on a quarterly basis. Invoices shall be sent via e-mail to the attention of COG Accounts Payable, payable@mwkog.org, with a courtesy copy to John Swanson, jswanson@mwkog.org or to other addresses as COG may direct Contractor in writing.
- D. Contractor shall promptly provide additional details, information, documentation, or other back-up materials in support of an invoice, as may be requested by COG.
- E. The payment for each invoice shall be sent to Contractor within 30 days following receipt of the approved invoice.
- F. No claim for extra work, services, or materials not specifically herein provided done or furnished by Contractor will be allowed by COG, nor shall Contractor do any work or furnish any materials not covered by these specifications and the Contract unless the same is ordered or confirmed in writing by COG.
- G. Any such work or materials which may be done or furnished by Contractor without such written order first being given shall be at said Contractor's own risk, cost and expense, and Contractor agrees that without such written order, he shall make no claim for compensation for work or materials so done or furnished.

ARTICLE VIII. COOPERATIVE PURCHASING

- A. COG, as an agent to the Participating Agencies, reserves the right to extend all of the terms, conditions, specifications, and unit or other prices of this Contract to other public and non-profit agencies. This is conditioned upon mutual agreement, based on the attached Cooperative Rider Clause (Exhibit D), of all parties.
- B. Contractor agrees to notify COG of any Participating Agencies that desire to use the Contract within thirty (30) days of receiving said requests, and to perform reporting as required at Article VII, below. A Rider Request Form (sample included in Exhibit D) needs to be submitted and approved prior to any work performed for a Participating Agency.

- C. COG assumes no authority, liability, or obligation on behalf of (a) any Participating Agency using this Contract, (b) the Contractor, or (c) any other entity with respect to work performed for a Participating Agency under this Contract.
- D. Participating Agencies may have other or additional terms and conditions that must be met by the Contractor.

ARTICLE IX. TRAVEL EXPENSES

- A. Travel costs inside the NCR are the complete responsibility of the Contractor. Travel outside of the NCR is not contemplated to be within the scope of this Contract; however, in the event such travel is necessary, a request for authorization must be submitted to COG in advance of anticipated travel. In all instances, COG's per diem and reimbursement rate will follow the GSA standard.
- B. National Capital Region ("NCR"). As defined in 32 CFR § 70.3, the National Capital Region consists of the District of Columbia, Prince George's and Montgomery Counties in Maryland, Arlington, Fairfax, Loudoun, and Prince William Counties in Virginia, and all cities and towns included within the outer boundaries of the foregoing counties.

ARTICLE X. CHANGES

- A. The parties hereto agree that any modification or change in any aspect of this Contract must be accomplished in writing by both parties before it is considered a contract requirement. Neither party shall be bound, or authorized to pay for, any item or service that is not authorized by this Contract or a modification or change executed by the parties in accordance with this paragraph.
- B. The parties hereto may, from time to time, propose changes in the Statement of Work to be performed by the Contractor. Such changes, including material scope of work changes, time schedule and report delivery changes, budget revisions that increase, decrease, or change the Contract's total compensation must be mutually agreed upon in writing and approved by and between COG and the Contractor resulting in an amendment to the Contract.

ARTICLE XI. NON-EXCLUSIVITY AND NON-GUARANTEE

- A. The Contractor expressly acknowledges and agrees that this Contract is not exclusive. The Contractor expressly acknowledges and agrees that COG may use, or procure, at its sole discretion, services which are identical or similar to the services described in this Contract from other parties.
- B. The Contractor expressly acknowledges and agrees that the actual quantity of services to be requested and ordered is at the sole discretion of COG and its member jurisdictions, and there is no obligation or guarantee of a specific number of services to be requested, or Task Orders awarded, herein.

THE PARTIES hereto have executed this Contract as of the day, month and year first above written.

**METROPOLITAN WASHINGTON
COUNCIL OF GOVERNMENTS ("COG"):**

By: 


Chuck Bean (Jul 8, 2021 12:44 CDT)

Name: Chuck Bean

Title: Executive Director

Date: Jul 8, 2021

**Nelson\Nygaard Consulting Associates, Inc.
("Contractor")**

By: 

Name: Tom Bacus

Title: Director of Operations

Date: 7/1/2021

EXHIBIT A: THE RFQ

Request for Qualifications 21-002, “**TECHNICAL ASSISTANCE FOR THE TRANSPORTATION LAND-USE CONNECTIONS (TLC) PROGRAM**”, is incorporated into the Contract via reference as Exhibit A, including COG’s Standard Terms and Conditions, Cooperative Rider Clause and the following Addenda:

- Addendum #1, dated February 22, 2021
- Addendum #2, dated February 23, 2021
- Addendum #3, dated March 2, 2021
- Addendum #4, dated March 16, 2021

EXHIBIT B: THE PROPOSAL

Contractor's response to the RFQ, including all documents submitted, collectively referred to hereinafter as "the Proposal", are incorporated into the contract via reference as Exhibit B.

EXHIBIT A



Release date: 2/18/2021

**REQUEST FOR QUALIFICATIONS NO. 21-002
FY 2022**

**TECHNICAL ASSISTANCE FOR
THE TRANSPORTATION LAND-USE CONNECTIONS (TLC) PROGRAM**

Offerors shall submit ELECTRONIC COPY to the COG Lockbox.

**See submission response instructions in Section XII
Submission**

Deadline: 3/22/2021

Time: 2:00 PM EST

The Metropolitan Washington Council of Governments

The Metropolitan Washington Council of Governments (“COG”) is the regional organization of the Washington area's major local governments and their governing officials, plus area members of the Maryland and Virginia legislatures and the U.S. Senate and House of Representatives. The Washington metropolitan area is comprised of the District of Columbia, and adjacent jurisdictions in Maryland and Northern Virginia.

The National Capital Region Transportation Planning Board

The National Capital Region Transportation Planning Board (“TPB”) is designated under federal law as a Metropolitan Planning Organization (“MPO”) and is responsible for coordinating metropolitan transportation planning for the Washington region. Among other things, federal law requires the TPB to develop a long-range financially constrained transportation plan for the region, which includes Northern Virginia, Suburban Maryland and the District of Columbia. Members of the TPB include representatives of the transportation agencies of the states of Maryland and Virginia and the District of Columbia, local governments, the Washington Metropolitan Area Transit Authority (“WMATA”), the Maryland and Virginia General Assemblies, non-voting members from the Metropolitan Washington Airports Authority (“MWAA”) and federal agencies. Staff for the TPB is provided by COG.

I. BACKGROUND

The TPB initiated the Transportation Land-Use Connections (“TLC”) program in 2007 to provide support to local jurisdictions as they deal with the challenges of integrating landuse and transportation planning at the community level. The program is largely focused on providing technical assistance to TPB member jurisdictions, but it is also designed to share success stories and proven tools with local governments and agencies across the National Capital Region.

The TLC program is rooted in long-standing TPB policies and planning efforts. In 1998, the TPB adopted a regional transportation policy framework, the Vision, which identified regional goals for our future transportation system. These goals included the promotion of regional activity centers, a decrease in driving, along with an increase in transit use and non-motorized modes of transportation. More recently, the TPB’s Regional Transportation Priorities Plan and COG’s Region Forward plan, along with the TPB’s long-range plan Visualize 2045, have shown that certain actions, based on the goals of the plans, can make positive impacts on future travel conditions. These actions include locating jobs and housing in dense, mixed-use regional Activity Centers, promoting development closer to transit stations, and increasing multimodal transportation options.

TPB outreach activities have also shown that, while community leaders and citizens might agree with the board’s regional goals and strategies, they often have valid apprehensions about local impacts. Facing increased densities and other growth pressures, many people are concerned about traffic impacts, affordable housing, and changes in community identity. In some cases, citizens and local planners want to know what small improvements – such as streetscaping, sidewalks, or lighting – can make a good project even better.

The TLC program helps to address some of these local concerns by providing technical assistance to neighborhood- and jurisdiction-level planning efforts. The program facilitates proactive, innovative solutions to local challenges, and shares information among local leaders, professional planning staff and other stakeholders throughout the region.

Most of the TLC program’s work has focused on consultant-provided technical assistance to local jurisdictions. This Request for Qualifications is intended to solicit consultants for this technical

assistance.

To date, the program has implemented 145 projects utilizing annual rounds of funding, beginning in 2007. Projects have addressed key issues including bicycle and pedestrian planning, urban roadway design standards, affordable housing and Transit Oriented Development. Information about these projects can be found at the TLC website, www.mwcog.org/tlc.

Overall, the program has been very well received. Participants note that TLC technical assistance provided them an opportunity to perform planning activities that otherwise might not have received focused attention or may not been completed at all. In evaluations of the TLC program, participants have emphasized the value of the program's rapid-response approach to technical assistance. They note that the limited timeframes and budgets for projects help produce tailored, meaningful results that do not get bogged down as longer studies often do. In addition, participants appreciate the program's value in bringing stakeholders together in ways that might not have occurred otherwise. The process of participating in a regional technical assistance program has encouraged participants to think regionally and include a variety of partners in their projects.

It should be emphasized that the end-products of the TLC program should not be viewed simply as discrete reports. Rather, the projects funded through the TLC program are designed to fit into more extensive planning activities and serve as models for other jurisdictions in the region. In many cases, the "products" include the relationships that are enhanced when stakeholders are convened through TLC projects, or the issues and opportunities that are clarified and highlighted through focused, short-term technical assistance.

II. SCOPE OF REQUIRED SERVICES AND TASKS

This RFQ modifies the consultant procurement process currently used for the TLC Program. Under the existing process, COG/TPB has maintained a list of pre-qualified consultants that is used to competitively solicit proposals annually for TLC technical assistance projects. Under the current process, the pre-qualified consultants are not awarded contracts. Rather, contracts are competitively awarded at a later stage for individual TLC projects.

Under the new procurement process, COG will qualify a limited number of firms through a competitive process. Each of the selected firms will be awarded master contracts on an "indefinite delivery/indefinite quantity" (IDIQ) basis. The IDIQ contracts will be valid for three years, with two optional one-year renewals. The firms that are awarded these contracts will later **have the opportunity to submit proposals** on TLC projects that will be assigned through task orders.

To establish this new procurement process, COG is now issuing this RFQ, which will qualify consultants that will perform TLC planning and design projects (those projects funded to perform work up to 30% design). **All consultants wishing to participate in the modified TLC Program must be requalified through this RFQ 21-002. Qualification under the former process will be voided.**

Through this RFQ, COG is seeking to award IDIQ contracts to multiple firms with varying skillsets to conduct an array of different types of projects. TLC projects typically fall within one or more of the categories listed below, although this list is not intended to be exhaustive of the types of projects that are funded through the program:

Planning Project Categories

- Small area and transit station area planning
- Bicycle and pedestrian safety and access studies

- Trail planning and design
- Safe Routes to School planning
- Mixed-use/TOD market analysis
- Zoning and development design standards
- Transit demand and feasibility analysis
- Parking management planning
- Transit demand analysis
- Freight planning
- Housing analysis
- Streetscape and public space plans

Design Project (up to 30%) Typical Tasks

- Cost estimates of improvements
- Engineering systems descriptions and analyses
- Preliminary or schematic drawings with site plans and elevations
- Renderings of site massing, elevation, or facility interior/exterior spaces
- Site surveys

Firms selected through this RFQ will be awarded **master** contracts that will provide them the opportunity to be awarded task orders for individual TLC projects. As individual TLC projects become available, which typically occurs on an annual cycle, COG staff will seek proposals **via task order** from a selected number of the firms that have been awarded contracts through this RFQ.

If more than one proposal is received for a project, staff will conduct a competitive review to select a consultant to whom a task order will be issued. Not being available to accept one task will not disqualify a contractor from being offered future tasks. On as-needed basis, COG reserves the right to separately solicit TLC consultant support at a future date from firms other than those awarded contracts through this RFQ.

III. DEFINITIONS USED IN THIS DOCUMENT

| | |
|---------------------|--|
| COG | The Metropolitan Washington Council of Governments |
| Contractor | The term used throughout this document to describe the individual or organization awarded the prime contract based on this solicitation. |
| Contracting Officer | The Executive Director of the Metropolitan Washington Council of Governments or his designee |
| DTP | COG Department of Transportation Planning |
| FHWA | Federal Highway Administration |
| FY | COG Fiscal Year (July 1 thru June 30) |
| FY22 | COG Fiscal Year 2022 (July 1, 2021 to June 30, 2022) |
| IDIQ | Indefinite Delivery, Indefinite Quantity |
| MDOT | Maryland Department of Transportation |
| MPO | Metropolitan Planning Organization |
| MWAA | Metropolitan Washington Airports Authority |

| | |
|-------------------------------|---|
| Offeror | The term used throughout this document to describe the individual or organization presenting a proposal (offer) for intended award to COG. solicitation. |
| Subcontractor | A person or company who is the recipient of a task or portion of contracted work assigned or outsourced by a prime contractor. |
| Technical Selection Committee | The Committee established by COG to review the proposals received under this solicitation and recommend selection of offerors to the COG Contracting Officer. |
| TPB | COG Transportation Planning Board |

IV. **TYPE OF CONTRACT AND PERIOD OF PERFORMANCE**

- A. COG is using this RFQ to select a limited number of firms that will each be awarded master contracts on an “indefinite delivery/indefinite quantity” (IDIQ) basis.
- B. The contracts awarded as a result of this RFQ will be valid for three years, with two optional additional one-year renewals.
- C. COG reserves the right to issue a supplemental solicitation at any time during this period or qualify additional firms as needed. Further, on an as-needed basis, COG reserves the right to procure consultant support for specific TLC projects from firms other than those awarded contracts through this RFQ.
- D. COG invites all eligible bidders to respond to this RFQ. In addition to for-profit firms, eligible bidders may include individuals, non-profit organizations, and academic institutions.
- E. The firms that are awarded contracts as a result of the RFQ process may later be assigned TLC projects through task orders. These task orders will be fixed price. It is anticipated that the dollar amounts for each task order will vary based upon project approvals by the Transportation Planning Board.
- F. For task orders in FY 2022, COG/TPB currently intends to fund projects at varying levels within a range of \$30,000 to \$80,000. However, COG reserves the right to fund task orders for TLC projects that may exceed \$80,000 or for less than \$30,000.
- G. Being awarded a contract as a result of this RFQ is not a guarantee that task orders will later be awarded.
- H. At the time of issuance of this RFQ, funding for the TLC Program has been authorized through June 30, 2021. COG anticipates that funding for the program will be extended into future fiscal years. Such funding, however, is contingent upon federal legislative action, among other factors.

V. **STRUCTURE OF SUBMISSIONS**

Respondents must follow the prescribed format, or they may be deemed nonresponsive.

Adherence to the submission format by all respondents will ensure a fair evaluation and one which can evaluate each response with regard to the needs of COG. The letter transmitting the submission must be signed by an officer authorized to bind the respondent as required by this RFQ on the RFQ Response Form (Section XIV).

The written submission shall contain the information described under the headings below:

A. Qualifications of the Firms and Personnel

1. If Offeror is a firm, non-profit organization, academic institution, or other organization: This section shall provide information on the experience of the organization and qualifications of key personnel proposed for this contract, along with information about any professional credentials. Although standard personnel resumes may be included as attachments to the submission, amplification, specific to this RFQ, is required in this section. The entity must also note any federal, state, or local DBE certifications it holds.
2. If Offeror is an individual: This section shall provide information on the experience and qualifications of the individual responding to this RFQ, along with information about any professional credentials. The individual also must note any federal, state, or local DBE certifications it holds.

B. Management Approach & Cost Considerations

1. If Offeror is an organization: This section shall describe the management approach that the Offeror would expect to employ in conducting TLC projects. This section should also provide the fully burdened hourly rates for all personnel that may be made available for projects. Also, the Offeror should indicate other costs that may be associated with contract performance, including expenses related to travel.
2. If Offeror is an individual: This section shall describe the management approach that the Offeror would expect to employ in conducting TLC projects. This section should also provide the Offeror's hourly rate. Also, the Offeror should indicate other costs that may be associated with contract performance, including expenses related to travel.

C. References

1. The Offeror shall provide a minimum of at least three (3) references on the form provide (Attachment C).
2. Names, titles, addresses, and telephone numbers shall be included for each reference.
3. References should include past COG-related work in which key personnel have served (Please attach to reference form).

VI. **PROPOSAL DOCUMENT ORGANIZATION**

Offerors shall submit a letter of interest, as a cover page to the attention of Mr. Rick Konrad, COG Contracts and Purchasing Manager, signed by an authorized principal or agent of the Offeror, which provides an overview of the submission, as well as, the name, title, and phone number of the person to whom questions may be directed concerning the submission.

The letter should also include a statement by the Offeror accepting all terms and conditions contained in this RFQ, the written submission shall be organized to match the headings

delineated below:

- A. Letter of Interest
- B. Response Form and Checklist (Section XIV)
- C. Table of Contents
- D. Executive Summary
- E. Qualifications of the Firm and Personnel
- F. Cost Proposal
- G. References

VII. **METHOD OF EVALUATING PROPOSALS AND OFFEROR SELECTION**

This RFQ will be used to select a limited number of firms that will each be awarded master contracts on an “indefinite delivery/indefinite quantity” (IDIQ) basis. The firms that are awarded these contracts will later be assigned TLC projects through task orders.

The criteria that will be used to evaluate submissions in response to this RFQ are described below.

A. **Evaluation of Proposal Submissions**

At the time of selection of offerors for contracts, submissions will be evaluated by a TLC Technical Selection Committee. In evaluating the submissions, the following factors will be considered, with points awarded up to the maximum value shown:

| Factors | Point |
|---|-------|
| Experience & Qualifications of the Offeror(s) and Key Personnel | 60 |
| Management Approach & Cost Considerations | 40 |
| Maximum Total Points | 100 |

VIII. **DISADVANTAGED BUSINESS ENTERPRISE**

Disadvantaged Business Enterprise (“DBE”) participation shall be an integral component of the selection process of consultants for TLC projects at the time that task orders are competed. There are no DBE requirements in response to this RFQ 21-002. The information below is provided for informational and task order planning purposes only.

COG's DBE Policy may be viewed on its website <https://www.mwcog.org/purchasing-and-bids/dbe-policy/>.

DBE participation in the TLC Program shall be considered at the time that proposals are **selected for task orders** for specific TLC projects. COG has determined that **consideration of DBE participation will not be included in the evaluation factors for this RFQ** because the participation of DBE subcontractors will not be specified until the proposals for task orders for individual TLC projects are developed at a later time.

At the time that proposals for task orders for specific projects are awarded, a total of 15 possible points (out of a maximum of 100 points) may be awarded for DBE participation, as measured in dollars, either as the prime contractor or "subcontractor". In the event of a tie score between two or more proposals, the proposal with the largest percentage of DBE

participation, as measured in dollars, will be awarded the contract. DBE points are to be awarded as follows:

| <u>PARTICIPATION</u> | <u>POINTS</u> |
|----------------------|---------------|
| 10% to 14% | 3 |
| 15% to 19% | 6 |
| 20% to 24% | 9 |
| 25% to 34% | 12 |
| 35% or more | 15 |

A prime contractor with valid DBE certification will receive 100% participation points.

Federal Law – CFR Part 26.37 (Monitoring Performance) requires COG to include a monitoring and enforcement mechanism to ensure that work committed to DBEs at task order award is performed by DBE's.

To comply with this requirement, the Contractor is required to provide to COG DBE Compliance Officer with monthly reports on DBE payment(s). This may involve monthly reporting via email.

COG is currently testing a DBE Reporting Software system and the contractors chosen under this master contract award may be required to report through that system rather than direct email. Please save any questions relating to reporting for the task order process.

Note: All questions on the DBE requirements should be sent to Facilities and Purchasing Manager, Rick Konrad at rkonrad@mwcog.org.

IX. SPECIAL CONDITIONS

- A. Federal, state, local, or foreign taxes are not allowable.
- B. Legal fees of any type are not allowable without prior written approval of COG.
- C. In the event the project is terminated by COG, the Offeror will be paid for work actually performed up to the effective date of termination.
- D. The Offeror, acting as an independent contractor, shall hold COG harmless from and shall be solely responsible, where found liable, for the payment of any and all claims for loss, personal injury, death, property damage, or otherwise, arising out of any act of omission or negligence of its employees, agents, or subcontractors in connection with the performance of this work.
- E. In case of failure by the Offeror to perform, or have performed, the duties and obligations imposed by the resulting contract, COG may, upon verbal notice, to be confirmed in writing, procure the necessary services from other sources and hold the Offeror responsible for any and all additional costs occasioned thereby.
- F. The Offeror covenants that it presently has no interest, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under the resulting contract. The Offeror further covenants that in the performance of this contract, no person having any such interest shall be employed.
- G. It is understood that should, for any reason, the funding sources for the proposed contract

terminate their funding arrangements with COG, COG shall notify the Offeror that its contract is terminated, as of the date of the effective date of notification, until such time as COG's funding sources resume payments to COG.

- H. Should funding from COG's funding sources be delayed for any reason, COG shall make a concomitant delay in payment to the Offeror.

X. **INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

- A. COG is the procuring entity, and this procurement transaction will, in all aspects, and as required by the applicable grant conditions, be governed by COG's own procurement policy and procedures.
- B. A copy of COG's procurement policy is available to potential Offeror(s), at <https://www.mwcog.org/documents/2018/10/11/cog-procurement-policy-bids/rfps/>.
- C. COG intends to award **multiple master** contracts resulting from this solicitation to qualified, responsible Offeror(s) whose submissions conform to the requirements of this RFQ and whose proposals are most advantageous to COG.

XI. **QUESTIONS AND EXCEPTIONS**

A. Questions

1. All questions concerning the RFQ must be submitted in writing to the Contracts and Purchasing Office at purchasing@mwkog.org cc: gcrichlow@mwkog.org least seven (7) business day prior to the final RFQ deadline.
2. All questions will be answered and posted on COG's website as an addendum to this RFQ within five (5) business days before the submission deadline.
3. No questions will be accepted following the cut-off date.

B. Exceptions

Proposers should note any exceptions of the RFQ specifications or terms and conditions on a separate sheet marked exceptions attached to the submission. Exceptions taken do not obligate COG to change the specifications.

Failure to note exceptions may result in the proposal being deemed non-responsive.

Terms and conditions will not be altered in the master contract unless exceptions were taken and accepted in this solicitation. NO EXCEPTIONS.

- C. Any proprietary information revealed in the submission should be clearly identified as such.

XII. **SUBMISSION DATE, LOCKBOX, AND CONTACT**

- A. Qualifications proposal shall be submitted by no later than 2:00 p.m. on March 22, 2021
- B. Proposals may not be submitted through hard copy, fax or other electronic

methods except as designated below.

- C. Please use the RFQ number and your firm name in the file name of your electronic submission.
- D. **Offerors shall submit one (1) electronic copy of their proposal to the COG Lockbox** system as per the below directions. Proposal can be broken down in up to two individual files the meet file size limitations.
 1. Proposers shall submit one electronic copy to the COG “Lockbox” system in the following fashion:
 - a. **STEP ONE - Registration_**– To utilize the “LOCKBOX” service, your agency must be registered on the Mid-Atlantic Purchasing Team Vendor Registration System (VRS) portal at <https://mwcog.net>.

If you are not registered please do this before accessing the LOCKBOX. To register:

- Go to the portal at <https://mwcog.net> and click the Vendors listing the left menu on the page.
 - Click Register and fill out the form. NOTE: You will need your company information including your TIN/EIN number if you are a company or your SS if you are a sole proprietor.
 - Registering will give you access to the LOCKBOX solicitations.
 - b. **STEP TWO – Submission** – Once registered in the VRS system go to the website at <https://mwcog.net> and click on Solicitation Listings tab.

Those solicitations utilizing the VRS Lockbox service will be highlighted with a LOCKBOX button.

Click on the LOCKBOX button for this solicitation.

If your agency is interested in submitting a response to this solicitation, click on the REQUEST button. After providing the VRS vendor ID and VIN, you will receive a one-time use bid id and password by email.

Use your credentials for the following:

- To submit a question to the buyer
- To upload your formal bid response and any additional attachments to the lockbox (before the closing time for the solicitation)
- Please limit size of individual files to **10 MB**
- To withdraw your formal response should you wish to cancel your submission or to allow you to replace an already uploaded copy with a modified version
- To verify that the document in the lockbox is the one you uploaded.

If no vendor ID is provided, you will be directed to the registration page.

If you would like to ensure that your company details are correct prior to your upload, then logon to VRS using your VRS vendor ID and VIN then jump to the vendor summary page in VRS to make any changes desired.

To return to the MWCOG solicitation page, after registering or updating your company details, click SOLICITATION LISTINGS button on the VRS home page followed by clicking on the VIEW SOLICITATIONS button for MWCOG on the PENDING SOLICITATIONS page.

2. Please do not wait until the last moment to register (STEP ONE) as this process can take up to 24 hours.
3. DO NOT email submissions directly to COG they will be disqualified.

XIII. RFQ 20-002 Response Form (Page 1 of 2)

DATE: _____

Company Name - _____

Submission Check List and Required Forms –

| ITEM | YES | NO |
|---|-----|-----|
| Attachment A – Acknowledge and accept all Terms & Conditions | ___ | ___ |
| <i>(if answered NO – T & C exceptions must be noted on a separate sheet with any other exceptions)</i> | | |
| Attachment B – Certification Regarding Debarment | ___ | ___ |
| Attachment C – References | ___ | ___ |
| Accept Electronic Payment (See Terms and Conditions) | ___ | ___ |
| Acord Form – Proof of Insurance provided by the insurer as per the Terms and Conditions | ___ | ___ |
| Exceptions | ___ | ___ |

(If yes please attach all on separate sheet(s) at the end of the RFQ response.)

Addendums Acknowledged (if applicable) -

| | | | |
|-------------|---------|--------|---------|
| Addendum #1 | YES ___ | NO ___ | N/A ___ |
| Addendum #2 | YES ___ | NO ___ | N/A ___ |

Others _____

*See please attach with next page and include after cover letter.

In submitting a bid in response to this RFQ, the authorized signatory below acknowledges having read and understood the entire solicitation and agrees to accept the Terms and Conditions set forth in this RFQ.

See next page for signature space

XIII. RFQ 20-002 Response Form (Continued page 2 of 2)

The signatory below represents that he/she has the authority to bind the entity named below to the response submitted and any contract awarded as a result of this solicitation.

Federal Tax ID No.: _____

NAME: _____

COMPANY: _____

ADDRESS: _____

TELEPHONE: _____ WEBSITE: _____

EMAIL: _____

SIGNATURE: _____

TITLE: _____

Note: Unsigned responses may be disqualified. E-signatures are acceptable.

ATTACHMENT A
TERMS AND CONDITIONS

Proposers are categorized as Subrecipients in this section

NOTE: COG will not negotiate Terms and Conditions at the time of contract award. Exceptions MUST be made now. Failure to do so may disqualify the proposer now or at a later time.

I. Energy Conservation - 42 U.S.C. § 6321 et seq.

The SUBRECIPIENT 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.

II. Clean Water Requirements - 33 U.S.C. § 1251 et seq.

A. The SUBRECIPIENT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended. The SUBRECIPIENT agrees to report each violation to COG and understands and agrees that COG will, in turn, report each violation, as required, to assure notification to appropriate federal agencies including the appropriate EPA Regional Office.

B. The SUBRECIPIENT also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance.

III. Lobbying - 31 U.S.C. § 1352 et seq.
(Regarding each bid or offer exceeding \$100,000)

A. In signing the proposal form above the proposer certifies, to the best of his or her knowledge and belief, that:

B. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and federal contract, grant, loan, or cooperative agreement.

C. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)]. [Note: Language in paragraph (b) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995. (P.L. 104-65, to be codified at 2 U.S.C. § 1601 et seq.)]

D. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and

contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

- E. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

IV. Access to Records and Reports - 49 U.S.C. § 5325

- A. The SUBRECIPIENT agrees to provide COG, and if applicable the state or federal funding agency, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the SUBRECIPIENT which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transactions.
- B. The SUBRECIPIENT agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The SUBRECIPIENT agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case the SUBRECIPIENT agrees to maintain same until COG, the applicable state or federal funding agency, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

V. Funding Agency Changes

The SUBRECIPIENT shall at all times comply with all applicable state and federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the funding agreement between such agency and COG, as they may be amended or promulgated from time to time during the term of this Contract. SUBRECIPIENT failure to comply shall constitute a material breach of this Contract.

VI. Clean Air - 42 U.S.C. § 7401 *et seq.*

- A. The Clean Air requirements apply to all contracts exceeding \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year.
- B. The SUBRECIPIENT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.* The SUBRECIPIENT agrees to report each violation to COG and understands and agrees that COG will, in turn, report each violation as required to assure notification to the funding federal agency, if any, and the appropriate EPA regional office.

- C. The SUBRECIPIENT also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance.

VII. Recycled Products - 42 U.S.C. § 6962

- A. The Recycled Products requirements apply to all contracts for items designated by the EPA, when COG or the SUBRECIPIENT procures \$10,000 or more of one of these items during the fiscal year or has procured \$10,000 or more of such items in the previous fiscal year, using federal funds.
- B. The SUBRECIPIENT agrees to comply with all requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. § 6962), including but not limited to regulatory provisions of 40 C.F.R. Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 C.F.R. Part 247.

VIII. No Government Obligation to Third Parties

- A. The SUBRECIPIENT acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities of COG, the SUBRECIPIENT, or any other person (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- B. The SUBRECIPIENT agrees to include the above clause in each subcontract financed in whole or in part with federal assistance. It is further agreed that the clause shall not be modified, except to identify the SUBRECIPIENT that will be subject to its provisions.

IX. Program Fraud and False or Fraudulent Statements and Related Acts - 31 U.S.C. § 3801 *et seq.*

- A. The SUBRECIPIENT acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and all appropriate federal agency regulations apply to its actions pertaining to this PROJECT. Upon execution of the underlying contract, the SUBRECIPIENT certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract of the federally assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the SUBRECIPIENT further acknowledges that if it makes, or caused to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the SUBRECIPIENT or to the extent the Federal Government deems appropriate.
- B. The SUBRECIPIENT also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with federal assistance, the Federal Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(N)(1) on the SUBRECIPIENT, to the extent the Federal Government deems appropriate.

- C. The SUBRECIPIENT agrees to include the above two clauses in each subcontract financed in whole or in part with federal assistance. It is further agreed that the clause shall not be modified, except to identify the SUBRECIPIENT who will be subject to the provisions.

X. Insurance Requirements

- A. For its activities and operations, Contractor shall obtain, and at all times keep in effect, Commercial General Liability Insurance in the amounts listed below. The insurance shall include coverage for personal injury and claims of discrimination and civil rights violations. All such insurance shall name MWCOG as ADDITIONAL INSURED. A copy of the certificate of insurance shall be filed with MWCOG before any services are rendered. Contractor shall maintain coverage in the amounts of \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$500,000 for property damage. Coverage shall be written on an occurrence form (Accord Form).
- B. Contractor shall obtain, and at all times keep in effect, automobile insurance on all vehicles used in this Contract. Contractor's automobile insurance shall include coverage for damages resulting from bodily injury, including wrongful death, and property damage that may arise from the operations of any owned or hired automobiles used by Contractor in connection with the performance of this Contract. All such insurance shall name MWCOG and/or its individual members, their employees, and agents as ADDITIONAL INSURED.
- C. Contractor shall, upon request, provide MWCOG with certification of Workers' Compensation Insurance, with employer's liability at least the minimum amount required by the governing jurisdiction's law, in effect for each year of this Contract.
- D. All insurance policies shall have a minimum 30 days' notice of cancellation. Immediate written notice to MWCOG, and members involved in the contract, shall be required in the event of cancellation or restriction by the insurance company of any insurance policy referred to in this section.
- E. When insurance coverage is renewed, Contractor shall provide new certificates of insurance to all contracting agencies and MWCOG prior to expiration of current policies.

XI. Termination - 49 U.S.C. Part 18

Applicable to all contracts in excess of \$10,000

A. Termination for Convenience

COG, by written notice, may terminate this Contract, in whole or in part, at any time by written notice to the SUBRECIPIENT when it is in COG's best interest. If this Contract is terminated, COG shall be liable only for payment under the payment provisions of this Contract for services rendered before the effective date of termination.

B. Termination for Default [Breach or Cause]

If the SUBRECIPIENT fails to perform in the manner called for in this Contract, or if the SUBRECIPIENT fails to comply with any other provisions of the Contract, COG may terminate this Contract for default. Termination shall be effected by serving a notice of termination on the SUBRECIPIENT setting forth the manner in which the Contract is in

default. The SUBRECIPIENT will only be paid the contract price for services performed in accordance with the manner of performance set forth in the Contract. If it is later determined by COG that the SUBRECIPIENT had an excusable reason for not performing, such as strike, fire, or flood, events which are beyond the control of the SUBRECIPIENT, COG, after setting up a new delivery of performance schedule, may allow the SUBRECIPIENT to continue work, or treat the termination as a termination for convenience.

- C. COG in its sole discretion may, in the case of termination for breach or default, allow the SUBRECIPIENT ten (10) working days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If the SUBRECIPIENT fails to remedy to COG's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the ten (10) working days after receipt by the SUBRECIPIENT of written notice from COG setting forth the nature of said breach or default, COG shall have the right to terminate the Contract without further obligation to the SUBRECIPIENT. Any such termination for default shall not in any way operate to preclude COG from also pursuing all available remedies against the SUBRECIPIENT and its sureties for said breach or default.

- D. In the event COG elects to waive its remedies for any breach by the SUBRECIPIENT of any covenant, term or condition of this Contract, such waiver by COG shall not limit COG's remedies for any succeeding breach of that or any other term, covenant, or condition of this Contract.

XII. Civil Rights Requirements - 29 U.S.C. § 62, 42 U.S.C. § 2000, 42 U.S.C. § 602, 42 U.S.C. § 12112, 42 U.S.C. § 12132, 49 U.S.C. § 5332

A. 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 all other provisions of federal law, the SUBRECIPIENT agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the SUBRECIPIENT agrees to comply with applicable federal implementing regulations. The clauses of Appendix A and E of the U.S. DOT Standard Title VI Assurances (USDOT 1050.2A) are incorporated herein by reference.

- B. **Equal Employment Opportunity**. The following equal employment opportunity requirements apply to the underlying contract:

1. Race, Color, Creed, National Origin, Sex

In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, the SUBRECIPIENT 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 activities undertaken in the course of this PROJECT. The SUBRECIPIENT agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the SUBRECIPIENT agrees to comply with apprenticeship. In addition, the SUBRECIPIENT agrees to comply with any implementing requirements the funding federal agency may issue.

2. Age

In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and other applicable law, the SUBRECIPIENT agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the SUBRECIPIENT agrees to comply with any implementing requirements the funding federal agency may issue.

3. Disabilities

In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the SUBRECIPIENT 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, the SUBRECIPIENT agrees to comply with any implementing requirements the funding federal agency may issue.

- C. The SUBRECIPIENT also agrees to include these requirements in each subcontract financed in whole or in part with federal assistance, modified only if necessary to identify the affected parties.

XIII. Breaches and Dispute Resolution.

A. Disputes

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the COG Executive Director or his/her designee. This decision shall be final and conclusive, unless within ten (10) working days from the date of receipt of its copy, the SUBRECIPIENT mails or otherwise furnishes a written appeal to the Executive Director or his/her designee. In connection with any such appeal, the SUBRECIPIENT shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Executive Director or his/her designee shall be binding upon the SUBRECIPIENT, and the SUBRECIPIENT shall abide by the decision.

B. Performance During Dispute

Unless otherwise directed by COG, the SUBRECIPIENT shall continue performance under this Contract while matters in dispute are being resolved.

C. Claim for Damages

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for acts it is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

D. Remedies

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between COG and the SUBRECIPIENT arising out of or relating to this agreement or its breach may be submitted by the parties for arbitration if the parties mutually agree, otherwise, such claims, counterclaims, disputes and other matters shall be decided by a court of competent jurisdiction within the District of Columbia.

E. Rights and Remedies

The duties and obligations imposed by the Contract and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by COG or the SUBRECIPIENT shall constitute a waiver or any right or duty afforded to them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

XIV. Patent and Rights in Data.

A. Rights in Data

The following requirements apply to each contract involving experimental, developmental or research work:

1. The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; CDs or flash drives (thumb drives) containing data; and any other 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.
2. The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:
 - a) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections M.2.a and M.2.b of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the

Federal Government. Without the copyright owner's consent, the Federal Government may not extend its federal license to any other party.

- i. Any subject data developed under that contract, whether or not a copyright has been obtained; and
- ii. Any rights of copyright purchased by the Purchaser or the SUBRECIPIENT using federal assistance.

B. Patent Rights

The following requirements apply to each contract involving experimental, developmental, or research work:

1. General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and the SUBRECIPIENT agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until the federal funding agency is ultimately notified.
2. Unless the Federal Government later makes a contrary determination in writing, irrespective of the SUBRECIPIENT status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the SUBRECIPIENT agree to take the necessary actions to provide, through the federal funding agency, those rights in that invention due the Federal Government as described in the U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.
3. The SUBRECIPIENT also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with federal assistance.

XV. Interest of Members of Congress

No member of, or delegates to, the Congress of the United States shall be admitted to a share or part of this Contract or to any benefit arising there from.

XVI. Interest of Employees of COG

No employee of COG who exercises any functions or responsibilities in review or approval of the undertaking or carrying out the PROJECT during his or her tenure or one (1) year thereafter, shall have any personal interest, direct or indirect, apart from his or her official duties, in this Contract or the proceeds thereof.

XVII. Interest of the SUBRECIPIENT

The SUBRECIPIENT covenants that it has presently no financial interest, shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the

performance of services required to be performed under this Contract. The SUBRECIPIENT further covenants that, in the performance of this Contract, no person having any such interest shall be employed.

XVIII. Payment Methods

Electronic Payment means the payment of money to a vendor by electronic means, including by means of a Purchase Card (P-card) or Automated Clearing House (ACH) funds transfer method.

COG has implemented a P-Card Program utilizing MASTERCARD networks. Purchases from this contract will be made utilizing COG's P-Card.

Contractors will receive payment from the P-Card in the same manner as other credit card purchases. The payments typically are transferred within 48 hours.

Accordingly, contractors must presently have the ability to accept these P-Cards or take whatever steps necessary to implement their ability before the start of the contract term, or contract award by the COG. COG reserves the right to revise this program as necessary.

In rare cases, ACH transactions will be acceptable as a form of payment to our vendors. Please keep in mind the turn-around time on ACH transactions can be as long as 30 days.

XIX. Allowable Costs

Only those costs which are consistent with Title 2 Part 200 of the Code of Federal Regulations shall be reimbursed under this Contract.

XX. Covenant Against Contingent Fees

The SUBRECIPIENT warrants that it has not employed any person to solicit or secure this Contract upon any agreement for a commission, percentage, brokerage or contingent fee. Breach of warranty shall give the Contracts Officer the right to terminate this Contract or, in his discretion, to deduct from the Contract price or consideration the amount of such commission, percentage, brokerage or contingent fees. This warranty shall not apply to commissions payable by the SUBRECIPIENT upon contracts or sales secured or made through a bona fide established commercial or selling agency maintained by the SUBRECIPIENT for the purpose of securing business.

XXI. Indemnification

The SUBRECIPIENT, acting as an independent SUBRECIPIENT, shall hold COG harmless from and shall be solely responsible, where found liable, for the payment of any and all claims for loss, personal injury, death, property damage, or otherwise, arising out of any act of omission or negligence of its employees or agents in connection with the performance of this work.

XXII. Severability

It is understood and agreed by the parties that if any of these provisions shall contravene, or be invalid under, the laws of the particular state, county or jurisdiction where used, such contravention or invalidity shall not invalidate the whole agreement, but the Contract shall be construed as of not containing the particular provision or provisions held to be invalid in the said particular state, county or jurisdiction and the rights and obligations of the parties shall be construed and enforced accordingly.

XXIII. Assignments

This Contract shall not be assigned, sublet or transferred in whole or in part by the SUBRECIPIENT, except with the previous written consent of the COG Contracting Officer or his designee.

XXIV. Entire Agreement

This Contract sets forth the entire understanding of the parties and supersedes all previous agreements, whether oral or in writing, relating to the subject matter hereof. This Contract may only be altered, amended or modified in accordance with Changes Clause of this Contract.

XXV. Confidential or Personal Data

- A. COG respects the privacy or business interests involved in confidential or personal data. It is COG's policy to obtain confidential or personal data or store or allow storage of such data only -
 - 1. When necessary to fulfill COG's information-gathering and data collection responsibilities
 - 2. In conjunction with COG projects. COG intends to minimize risk of disclosure of such confidential or personal data.
- B. Whenever feasible and the requirements of a project allow, the names of survey participants or users of a website or other data collection method shall not be accepted, recorded, stored or retained.
- C. When COG engages in a project, which involves the collection or storage of confidential or personal information by or through use of surveys, websites or by other data collection, the following conditions shall be met:
 - 1. The survey, website or other collection method shall contain a set of conditions for use and a disclaimer of any COG liability for use, in language approved by COG in writing.
 - 2. The party(ies) working with COG shall demonstrate adherence to a federal or applicable state standard for protecting confidential or personal information.
 - 3. The confidential or personal information collected or stored by or through the survey, website or other data collection shall be kept confidential. All necessary steps shall be taken to protect the privacy of the users of the website or other data collection. Any confidential or personal information provided by users of the website or other data collection, including but not limited to their names and addresses, shall be protected.
 - 4. COG shall retain control over and ownership of all surveys, web pages, control files and scripts, database schema, and database contents, in addition to all content which is published on or stored by the website or other data collection, unless COG specifically agrees in writing otherwise.
 - 5. No release of any announcements intended for public dissemination concerning the collection or storage of such information by or through the survey, website or other

data collection shall occur until COG has given prior written authorization, unless COG specifically agrees in writing otherwise.

6. In the event that information collected or stored by or through the survey, website or other data collection shall be stolen or handled incorrectly, the party(ies) working with COG on the PROJECT shall be responsible for any required notification to persons who have entered personal information in that system and all costs related thereto.
7. The PROJECT documents shall provide that other parties working with COG on the survey, website or other data collection or storage shall indemnify COG with at least the following commitment:

The [SUBRECIPIENT or other party] shall indemnify and hold COG harmless from and shall be solely responsible, for the payment of any and all claims for loss, personal injury, death, property damage, infringement or misappropriation of any third party's intellectual property rights, violation of privacy, confidentiality or otherwise, arising out of any act of omission or negligence of its employees or agents in connection with the performance of the work under this [agreement or memorandum of understanding].

8. At the end of the project or contract, any personal or confidential information shall be given to COG or destroyed, and a certification of destruction provided to COG by the SUBRECIPIENT or other party.

XXVI. COG's Policies and Procedures

When federal law, or any grant conditions, certifications or assurances require COG to utilize competitive procurement procedures for selection of a SUBRECIPIENT, COG's policies and procedures shall govern every aspect of the SUBRECIPIENT selection process, e.g., the solicitation, evaluation, award, and post-award process (including, without limitation, any protest of an award, and the terms and conditions under which a contract may be approved, executed and administered). Any SUBRECIPIENT and potential SUBRECIPIENT will be provided with a copy of such policies and procedures, on request.

XXVII. COG's Information Technology Policy

Contractors that must access COG's Information Technology systems or require a COG login account to perform their duties must adhere to COG's Information Technology Policies and Procedures. Such contractors will receive a copy of the policies and procedures prior to receiving access to COG's IT systems.

XXVIII. COG's Facilities, Policies, and Procedures

Contractors that must use any of COG's facilities or equipment must adhere to COG's Facilities, Policies and Procedures. Contractors that utilize any AV or IT equipment through the use of COG's facilities shall also comply with COG's IT Policy. Such contractors will receive a copy of all relevant procedures prior to receiving access to COG's IT systems.

XXIX. Additional Requirements

In addition to the terms and conditions expressly referenced in this Contract, the SUBRECIPIENT acknowledges and agrees that the terms and conditions of any federal or state grant that provides funding for this Contract, in whole or in part, shall apply to and shall govern

the parties' rights and obligations under this Contract and shall be deemed additional terms, conditions and requirements of this Contract.

XXX. DBE Assurance

The SUBRECIPIENT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The SUBRECIPIENT shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of USDOT-assisted contracts. Failure by the SUBRECIPIENT 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 the COG deems appropriate.

XXXI. Audits

Per the Enhanced Mobility Circular, COG as the Designated Recipient for Enhanced Mobility funds will collect A-133 audit reports from the SUBRECIPIENT receiving more than \$750,000 in federal funds. At a minimum, the SUBRECIPIENT is required to bring to COGTPB's attention any audit findings relevant to its use of FTA funds. The SUBRECIPIENT is not subject to A-133 audit requirements and may require additional monitoring, in a format elected by COG, to ensure compliance.

XXXII. FFATA Reporting

- A. The Federal Funding Accountability and Transparency Act ("FFATA") requires prime recipients of federal grants and contracts to report sub-award and executive compensation data. COG is the prime recipient of federal awards for the purposes of this policy and is responsible for reporting sub-award data.
- B. COG and first-tier sub-awardees are required to maintain current registration in the System for Awards Management ("SAM") as well as obtain a DUNS number. COG is responsible for filing the report in the FSRS system, not sub-awardees. However, sub-award recipients must provide the following information to COG before they will be eligible to receive the sub-award:
 1. The entity's information
 2. Description and/or title of the sub-award (including NAICS code or CFDA number)
 3. Date and amount of award
 4. Location of the entity receiving the award and the primary location of performance under the award, including the city, state, congressional district, and country
 5. Active and current SAM unique identifier
 6. DUNS number
 7. Names and total compensation of the five (5) highest paid officers/executives of the sub-recipient if all three criteria are met:
 - a) Federal awards make up 80% or more of the SUBRECIPIENT's annual gross revenues

- b) The SUBRECIPIENT's annual gross revenue from federal awards is \$25 million or more
- c) The SUBRECIPIENT's officer names are not publicly available and the public does not have access to data on executive compensation of the entity through the Securities and Exchange Commission (SEC) as described in further detail in OMB Guidance on Sub-award and Executive Compensation Reporting (August 27, 2010)

(COG, as the prime recipient of the federal award, must also report its own executive compensation data by the end of the month following the award if the same criterion noted above is met.)

XXXIII. Priority of Requirements

In the event of a conflict between or among any of the terms, conditions and requirements applicable to this Contract, the conflict shall be resolved by giving weight in accordance with the following priorities, in the order as stated below:

1. Terms and conditions of any grant that provides funding for this Contract, in whole or in part;
2. Terms and conditions set forth or referenced within this Contract;
3. Terms and conditions and representations set forth or referenced within Attachments A and F to this Contract;
4. Terms, conditions, specifications, and requirements set forth within any solicitation (e.g., RFP or IFB) pursuant to which this Contract was awarded;
5. Offers, representations, promises, terms and conditions set forth with the bid or proposal submitted in response to any solicitation (e.g., RFP or IFB) pursuant to which this Contract was awarded.

ATTACHMENT B

**CERTIFICATION
REGARDING
DEBARMENT, SUSPENSION, AND
OTHER RESPONSIBILITY MATTERS**

The prospective vendor certifies to the best of its knowledge and belief that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any department or agency of the District of Columbia, State of Maryland or the Commonwealth of Virginia or any of the 22 jurisdictions comprising the membership of the Metropolitan Washington Council of Governments (COG);
- Have not within a three year period preceding this date been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated above of this certification; and
- Have not within a three-year period preceding this date had one or more public transactions (Federal, State or local) terminated for cause or default.

Vendor understands that a false statement on this certification may be grounds for rejection of any submitted proposal or quotation or termination of any award. In addition, under 18 U.S.C. § 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both if federal funds are being used to support the procurement.

Typed Name of Vendor

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

ATTACHMENT C

CONTRACT REFERENCES

CONTRACTOR: _____

PROVIDE A MINIMUM OF THREE (3) REFERENCES FROM CUSTOMERS THAT ARE CAPABLE OF DISCUSSING YOUR COMPANY'S ABILITY TO PERFORM CONTRACTS OF COMPARABLE SIZE AND SCOPE. It is imperative that accurate contact names and phone numbers be given for the projects listed. All references should include a contact person who can comment on the company's ability to perform the services required under this contract. The company should insure that telephone numbers and contact names given are up-to-date and accurate.

Reference Number 1

1. Name of Client Organization: _____

2. Name and Title of Point of Contact (POC) for Client Organization:

3. Phone Number of POC: _____

4. Approximate Value of Contract: _____

5. Duration of Contract: _____

6. Description of Services Provided:

Reference Number 2

1. Name of Client Organization: _____

2. Name and Title of Point of Contact (POC) for Client Organization:

3. Phone Number of POC: _____

4. Approximate Value of Contract: _____

5. Duration of Contract: _____

6. Description of Services Provided:

Reference Number 3

1. Name of Client Organization: _____
2. Name and Title of Point of Contact (POC) for Client Organization:

3. Phone Number of POC: _____
4. Approximate Value of Contract: _____
5. Duration of Contract: _____
6. Description of Services Provided:

Reference Number 4

1. Name of Client Organization: _____
2. Name and Title of Point of Contact (POC) for Client Organization:

3. Phone Number of POC: _____
4. Approximate Value of Contract: _____
5. Duration of Contract: _____
6. Description of Services Provided:

Reference Number 5

1. Name of Client Organization: _____
2. Name and Title of Point of Contact (POC) for Client Organization:

3. Phone Number of POC: _____
4. Approximate Value of Contract: _____
5. Duration of Contract: _____
6. Description of Services Provided:



Metropolitan Washington
Council of Governments



National Capital Region
Transportation Planning Board



ADDENDUM 1 2/22/2021

Questions and Answers

1. Should consultants form teams with subconsultants and identify these subconsultants for the submission of this IDIQ proposal or can/should we add subconsultants to task orders later?

Consultants do not have to form teams nor identify subconsultants at this stage. You may add and identify the subconsultants on the task order level.

2. If our potential subconsultants should be identified at this time, will we be required to use those subs on all future task orders? Will we have the opportunity to add subs at a later time if necessary? In other words, how will sub-consultants be handled for this IDIQ contract and its future task orders?

See 1. above.

3. Should we include all potential team members (including DBE firms) in the RFQ response or is there an opportunity to form teams when preparing task order proposals?

See 1. above.



Metropolitan Washington
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ADDENDUM 2

2/23/2021

Attachment D to the RFQ has been added.

The Rider Clause will allow agencies to utilize the resulting Master Contracts for projects other than the TLC program. This will not apply to any of the COG led TLC projects



Attachment D

COG Cooperative Rider Clause

The COG Cooperative Purchasing Program works to aggregate the public entity and non-profit purchasing volumes in the National-Capital region of Maryland, Virginia and Washington, D.C.

I. Format

COG serves as the Lead Agency of this procurement and has included this Cooperative Rider Clause indicating its willingness to allow other public entities to participate in this procurement ("Participating Agency") pursuant to the following Terms and Conditions:

II. Terms

- A. A Participating Agency, through their use of this Cooperative Rider Clause, agree to the terms and conditions of the resulting contract to the extent that they can be reasonably applied to the Participating Agency.
- B. A Participating Agency may also negotiate additional terms and conditions specific to their local requirements upon mutual agreement between the parties.

III. Other Conditions - Contract and Reporting

- A. The resulting contract shall be governed by and "construed" in accordance with the laws of the State/jurisdiction in which the Participating Agency is officially located.
- B. Contract obligations rest solely with the Participating Agency only.
- C. Contractor must provide semi-annual contract usage reporting information to COG, including but not limited to quantity, unit pricing and total volume of sales by entity on demand and without further approval of Participating Agency;

Semi-annual reporting Due Dates beginning from Contract execution:

- November 30, covering May 1 – October 31
 - May 31, covering November 1 – April 30
- D. Contractor is required to report any Participating Agency that is added to the contract and a **COG Rider Clause Approval Form** must be filled out by the Participating Agency and approved by COG (see form below).
- E. Contractor must provide to COG a semi-annual administrative fee of 3% on all gross sales at the time of the semi-annual report submission due dates listed above.
- F. Significant changes in total contract value may result in further negotiations of contract pricing with the Lead Agency and any Participating Agency.

In pricing and other conditions, contractors are urged to consider the broad reach and appeal of public and non-profit entities in the National Capital region.

II. Participating Members

COG Member Governments

- **District of Columbia**

- **Maryland**

- Town of Bladensburg
 - City of Bowie
 - City of College Park
 - Charles County
 - City of Frederick
 - Frederick County
 - City of Gaithersburg
 - City of Greenbelt
 - City of Hyattsville
 - City of Laurel
 - Montgomery County
 - Prince George's County
 - City of Rockville
 - City of Takoma Park

- **Virginia**

- City of Alexandria
 - Arlington County
 - City of Fairfax
 - Fairfax County
 - City of Falls Church
 - Loudoun County
 - City of Manassas
 - City of Manassas Park
 - Prince William County

- **Other Local Governments**

- Town of Herndon
 - Spotsylvania County
 - Stafford County
 - Town of Vienna

- **Public Authorities/Agencies**

- Alexandria Renew Enterprises
 - District of Columbia Water and Sewer Authority
 - Metropolitan Washington Airports Authority
 - Montgomery County Housing Opportunities Commission
 - Potomac & Rappahannock Transportation Commission/ Omni Ride
 - Prince William County Service Authority
 - Upper Occoquan Service Authority

- Washington Metropolitan Area Transit Authority
- Washington Suburban Sanitary Commission

School Systems

- Alexandria Public Schools
- Arlington County Public Schools
- Charles County Public Schools
- District of Columbia Public Schools
- Frederick County Public Schools
- Loudoun County Public Schools
- City of Manassas Public Schools
- Montgomery College
- Montgomery County Public Schools
- Prince George's County Public Schools
- Prince William County Public Schools
- Spotsylvania County Schools
- Winchester Public Schools

State Agencies

- Maryland-National Capital Park and Planning Commission

BALTIMORE METROPOLITAN COUNCIL

- City of Annapolis
- Anne Arundel County
- Anne Arundel County Public Schools
- Anne Arundel Community College
- City of Baltimore
- Baltimore City Public Schools
- Baltimore County
- Baltimore County Public Schools
- Community College of Baltimore County
- Carroll County
- Harford County
- Harford County Public Schools
- Harford Community College
- Howard County
- Howard County Public Schools System
- Howard Community College
- Queen Anne's County
- Queen Anne's County Public Schools

**COG Rider Clause
Approval Form****SAMPLE DO NOT FILL OUT THIS FORM**

This form must be executed for any Participating Agency, both within and outside of the Metropolitan Washington Council of Governments (COG) region, to use the COG Cooperative Rider Clause to ride solicitations and contracts.

NOTE: Effective January 1, 2019, COG does not authorize the use of the MAPT/COG Cooperative Rider Clause without this form being completed and approved.

Participating Agency Name _____

Contact Person _____

Phone _____ Email Address _____

Solicitation/Contract Information:

Name Solicitation/Contract _____

Lead Agency/Contract Holder _____

Contact Person _____

Solicitation/Contract Number _____ Other Reference _____

Vendor Information:

Contractor Name _____

Address _____

City/State/Zip _____

Contact Person _____

Phone _____ Email Address _____

See questions on next page.

| <u>Questions</u> – | <u>YES</u> | <u>NO</u> |
|---|-------------------|------------------|
| 1. Is the Participating Agency's specifications/scope of work the same or very similar to that in the Contract? | _____ | _____ |
| 2. Is the Contract active and currently in force? | _____ | _____ |
| 3. Please confirm your understanding that the vendor must pay a fee to COG based on sales for using this Contract. | _____ | _____ |
| 4. Is riding this Contract within the rules and regulations of the Participating Agency and approved by the Participating Agency's Purchasing Department? | _____ | _____ |

Participating Entity

Name _____

Title _____

Signature _____

**Metropolitan Washington
Council of Governments**

Name _____

Title _____

Signature _____



Metropolitan Washington
Council of Governments



National Capital Region
Transportation Planning Board



ADDENDUM 3

3/3/2021

Questions *and Answers*

1. As it relates to section “V. STRUCTURE OF SUBMISSION,” can you please confirm that offerors should be writing to the “Planning Project Categories” (listed on page 3 and 4 of the RFP) as it relates to a firm’s experience, qualifications and management approach?

Yes. We are looking for qualifications as they relate to those categories.

Notice:

1. Please follow solicitation’s instructions to submit questions.

XI. QUESTIONS AND EXCEPTIONS

A. Questions

1. All questions concerning the RFQ must be submitted in writing to the Contracts and Purchasing Office at purchasing@mwkog.org cc: gcrichlow@mwkog.org least seven (7) business day prior to the final RFQ deadline.
2. All questions will be answered and posted on COG’s website as an addendum to this RFQ within five (5) business days before the submission deadline.
3. No questions will be accepted following the cut-off date.



Metropolitan Washington
Council of Governments



National Capital Region
Transportation Planning Board



ADDENDUM 4

3/15/2021

Questions and **Answers**

1. Regarding the attached insurance requirement included in the TLC RFQ, can you please clarify if a sample COI that shows our limits is acceptable, or if an actual COI that names MWCOC is required at this stage? Typically, for proposals, we include our sample COI and indicate we can meet insurance requirements. And then if/when we are selected, we will issue the COI that lists the client and the additional insured, etc.

Provide the Acord form showing your insurance coverage. MWCOC does not need to be named.

2. In the list of Planning Project Categories on pages 3-4 of the RFQ, bullet #7 "Transit demand and feasibility analysis" and bullet #9 "Transit demand analysis" seem to address the same project type. Is there an additional project type intended here?

No, these criteria can be considered to be essentially the same.

3. Please elaborate on the second bullet under Design Project Typical Tasks: "Engineering systems descriptions and analyses." Does this refer to engineering systems of buildings/facilities or sites/districts?

TLC projects have used both types of engineering skills in the past. Because this language is general, the respondent may choose to provide information based on either or both approaches.

4. Please clarify where the Management Approach should be described in the proposal: Should the Management Approach & Cost Considerations information required in Section V, Section B be provided under the F. Cost Proposal heading listed in Section VI, Proposal Document Organization, or elsewhere?

Use the organizational structure in Section VI, but be sure to include the information specified in Section V. The information specified in Section V.B. (Management Approach) may be included in Section F. Cost Proposal.

5. On page 6 of the RFQ, it is stated we need to include a Management Approach & Cost Considerations. Can you please indicate where the Management Approach & Cost Considerations be placed?

See Question 4 above.

6. Are you seeking teams qualified in all the bulleted *Project Categories* (pg. 3 RFQ), or are you seeking firms that have specific experience in a focused set of some the Project Categories (but not necessarily all)?

As the RFQ states, the specified project categories are representative of the types of TLC projects that have been funded in the past. The RFQ states that we are seeking firms with varying skillsets, but does not specify that we are seeking firms that would qualify for all the categories identified.

7. In the RFP, section V and VI are somewhat conflicting about the prescribed structure of the final submission. Our working assumption is that the actual submission document should be structured in accordance with section VI of the RFP, using the headings A. - G. found on page 7 is this correct?

Yes, as the RFQ notes, please use the organizational structure in Section VI, but be sure to include the information specified in Section V.

8. On page 7, section VI outlines headings A. - G. as the prescribed structure of the final submission. Under which of these sections should the "Management Approach" (required per section V. B. of the RFP) be located?

See Question 4 above.

9. On page 7, section VI outlines the submission structure which includes "B. Response Form and Checklist (Section XIV)." Should this say "Section XIII" to reflect the forms on pages 12-13?

Yes, that is correct

10. We assume that our signed Attachment B should go in section "B. Response Form and Checklist" of our final submission. Is this correct? If not, please specify where this form should be located in our final submission package.

Yes, that is correct.

11. The Response Form checklist asks for Proof of Insurance as the fifth item. For this submission, do you require the actual Certificate of Insurance to be included in our final document? If so, should we include the COI in Section B? Please clarify.

See Question 1 above.

12. We are presuming (based in part on the DBE guidance in the RFP) that, as in the past TLC programs, you are still seeking qualified firms that could combine to form teams on individual applications (based on the needs of each task). Given the deadlines, we are preparing a submission based on that presumption. If you are only seeking fully formed teams expected to cover all possible needs (including all specialties and DBE goals without additional teaming arrangements at time of responses to individual tasks), we would suggest an extension to allow the marketplace to react to that position.

Yes, that is correct. The RFQ does not specify that submissions would include teams. Further, there will be no consideration of DBE points in the selection of firms through RFQ. Rather, as noted in the RFQ, DBE points will be considered in the selection of firms for task orders to perform individual projects.

13. The RFQ states we should provide “fully burdened hourly rates for all personnel that may be made available for projects.” Can the fully burdened hourly rates be made by staff classification or would you prefer we identify the names of all personnel that may work on the projects?

Please provide rates by labor category.

14. On page 6 of the RFQ, Item C. References, number 3.

The item includes “(Please attach to reference form)”. What should be attached to the reference form? A list of COG-related work, or another preferred format?

3. References should include past COG-related work in which key personnel have served

Please enter the information in the reference form Attachment C.

15. Can consultants submit as a prime and as a subconsultant on other teams?

Yes. Be aware COG is not qualifying subcontractors at this time.

16. Should we include all subconsultants in our proposal now or can we add subconsultants at the task order proposal stage?

Add subconsultants at the task order proposal stage.

17. At the task order stage:

a. Will COG specify the available budget for each task order?

To be determined at task order release.

b. Will all tasks be competed among multiple consultants or could some tasks be assigned to one consultant?

For the most part, COG staff expect to seek proposals for task orders from multiple consultants who have been qualified through this RFQ. However, in cases in which only one firm has expressed interest in submitting a proposal or when only one firm has been deemed qualified to perform the project, COG staff may solicit only one proposal.

- c. For competed tasks, will consultants be evaluated on technical qualifications, cost or both?

Both technical tasks, DBE and pricing will be factors.

18. Should the requested hourly rates be provided for individual staff or for classifications of staff (i.e. engineer, planner, project manager, ...)

See question 13 above.

19. Will consultants be allowed to adjust the contract rates on an annual basis?

Yes, the master contracts will provide a way to submit rate escalations.

20. Will task orders be billed on an hourly or lump sum basis?

Typically a not to exceed budget.

21. Do want a team to perform all categories or is it okay to pursue a subconsultant at the time of the task order release?

Subconsultants can be submitted at the time of the task order releases. It is not necessary to provide list of consultants at this time.

22. We are a full-service marketing and communications firm with meaningful experience developing and executing public awareness and behavior change campaigns. Based on the background shared regarding the TLC program, do you anticipate a need for support focused on outreach activities and/or marketing and communication strategies to proactively share information with local leaders, professional planning staff and other stakeholder to address their concerns (related to traffic impacts, affordable housing, and changes in community identify)? Please clarify that a marketing and communications firm is relevant to the anticipated needs of this contract and is eligible to respond.

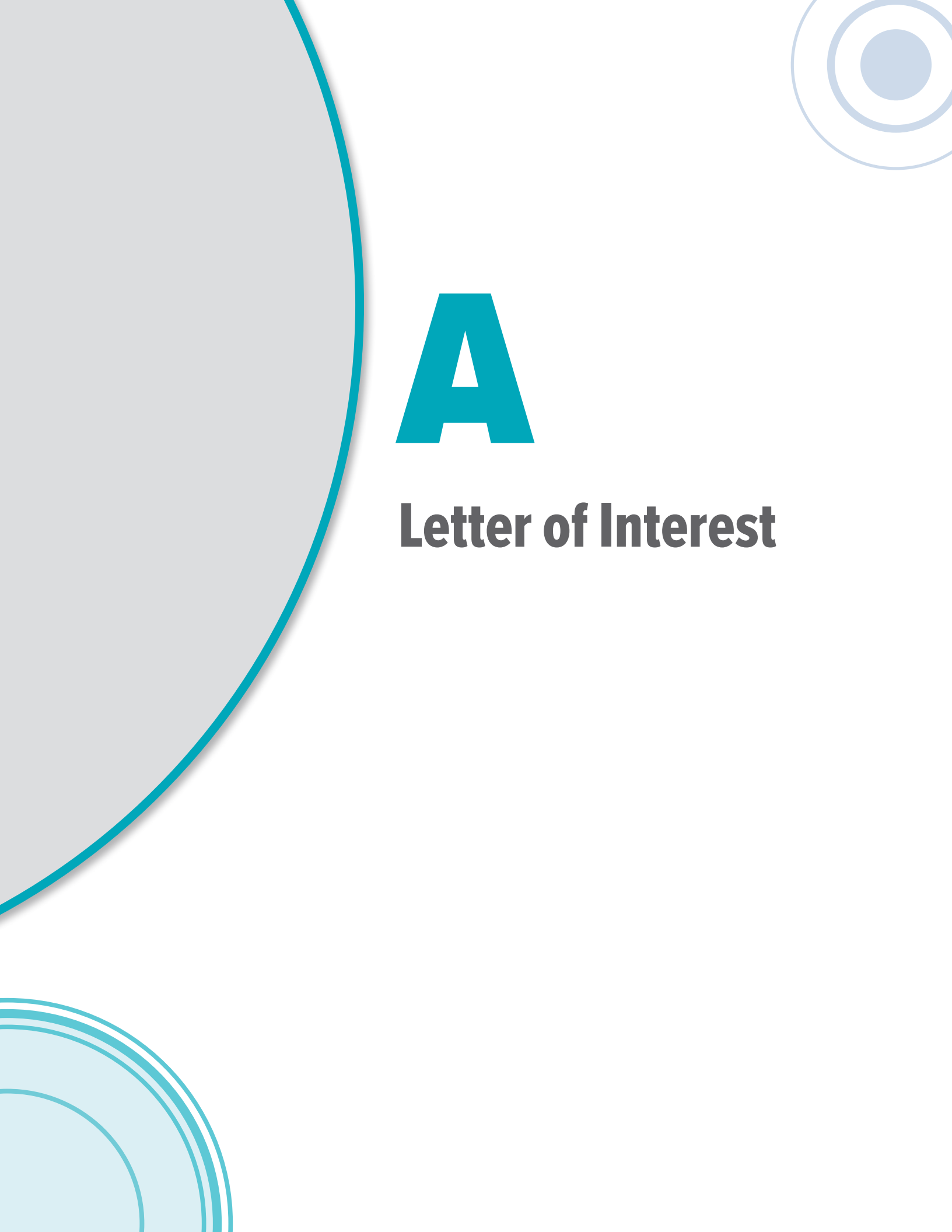
Please review the information provided in the RFQ regarding the types of services the TLC Program requires. If you believe your firm is qualified to provide these services, you may want to consider submitting a response to the RFQ. We are not in a position at this time to further elaborate upon the information/services in the RFQ.

EXHIBIT B - edited

METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS

FY2022 Technical Assistance for Planning Projects for the Transportation Land-Use Connections Program

RFQ 21-002 | March 22, 2021



A

Letter of Interest

March 22, 2021

Mr. Rick Konrad
COG Contracts and Purchasing Manager



**RE: Metropolitan Washington Council of Governments
National Capital Region Transportation Planning Board
RFQ 21-002 FY2022 Request for Qualifications
Technical Assistance for Planning Projects for the TLC Program**

Dear Mr. Rick Konrad,

On behalf of Nelson\Nygaard Consulting Associates, Inc., I am pleased to submit this proposal to the Metropolitan Washington Council of Governments (MWCOC) for Technical Assistance for Planning Projects for the TLC Program. We are excited about the possibility of working with MWCOC and are committed to the program's success.

Nelson\Nygaard has worked for nearly 35 years to improve connections between transportation and land use in planning, design, and project delivery. Our work spans the full range of people-first transportation planning. From our origins in transit systems and operations planning, to progressive parking and demand-management work, to active transportation and safety and emerging mobility, Nelson\Nygaard has consistently led the field by focusing on helping people understand the relationships between transportation, land use, equity, health, and environmental and climate impacts. We bring this full range and deep experience to the MWCOC Transportation Land-Use Connections (TLC) program.

We have considered the needs of MWCOC and its member jurisdictions and have assembled a team with local knowledge and leadership to serve the TLC program. Nelson\Nygaard comprises 115 staff across the country, primarily in eight offices including D.C. As a national firm with local presence, we can select staff who combine the best of both local knowledge and national experience. That said, every project for MWCOC would have a local project manager, ensuring you and the member jurisdictions have accountability close at hand.

We have not included any potential subconsultants in this proposal, per MWCOC instructions. However, as a small firm focused on transportation planning and design, we routinely partner with similar firms holding the same core values. Among these, RHI (formerly Rhodeside & Harwell) and Nspiregreen partnered with us on similar TLC program projects. Our project experience included in our statement of qualifications highlights our deep relationships, which we anticipate relying on when responding to tasks under this TLC program.

We hope you will recognize the strengths of our proposal, staff capabilities, and firm experience as indications of our capacity to carry out this project. We submit our proposal in accordance with the terms and conditions outlined in the Request for Qualifications, and our offer will remain in effect for at least ninety (90) days from the date of submittal. We have included sample Certificate of Insurance, reflecting the limits of our standard policies. All limits meet or exceed those required. Because our policies are written to include additional insured status based on a final, signed contract (which is the industry standard), we can issue a comprehensive, project-specific Certificate of Insurance, with MWCOC and other required parties afforded additional insured status, where appropriate, upon project award. Additionally, at such time, the certificate will also include MWCOC as Certificate Holder.

If we can provide any additional information about our firm or this submission, please do not hesitate to contact Christopher Forinash at cforinash@nelsonnygaard.com or 202-864-5102. I am authorized to negotiate with MWCOC and bind the firm in connection with this effort.

Sincerely,

A handwritten signature in blue ink that reads 'Jennifer Wieland'.

Jennifer Wieland
Managing Director



B

Response Form and Checklist (Section XIV)



XIII. RFQ 20-002 Response Form (Page 1 of 2)

DATE: March 19, 2021

Company Name - Nelson\Nygaard Consulting Associates, Inc.

Submission Check List and Required Forms -

| ITEM | YES | NO |
|---|-------------------------------------|-------------------------------------|
| Attachment A - Acknowledge and accept all Terms & Conditions | ___ | <input checked="" type="checkbox"/> |
| <i>(if answered NO - T & C exceptions must be noted on a separate sheet with any other exceptions)</i> | | |
| Attachment B - Certification Regarding Debarment | <input checked="" type="checkbox"/> | ___ |
| Attachment C - References | <input checked="" type="checkbox"/> | ___ |
| Accept Electronic Payment (See Terms and Conditions) | <input checked="" type="checkbox"/> | ___ |
| Acord Form - Proof of Insurance provided by the insurer as per the Terms and Conditions | <input checked="" type="checkbox"/> | ___ |
| Exceptions | <input checked="" type="checkbox"/> | ___ |

(If yes please attach all on separate sheet(s) at the end of the RFQ response.)

Addendums Acknowledged (if applicable) -

Addendum #1 YES ☒ NO ___ N/A ___

Addendum #2 YES ☒ NO ___ N/A ___

Others Addendum #3 ☒ Addendum #4 ☒

*See please attach with next page and include after cover letter.

In submitting a bid in response to this RFQ, the authorized signatory below acknowledges having read and understood the entire solicitation and agrees to accept the Terms and Conditions set forth in this RFQ.

See next page for signature space

XIII. RFQ 20-002 Response Form (Continued page 2 of 2)

The signatory below represents that he/she has the authority to bind the entity named below to the response submitted and any contract awarded as a result of this solicitation.

Federal Tax ID No.: 58-2592493

NAME: Jennifer Wieland

COMPANY: Nelson\Nygaard Consulting Associates, Inc.

ADDRESS: 1250 24th Street NW, Suite 800, Washington, D.C. 20037

TELEPHONE: 202-315-5221 WEBSITE: www.nelsonnygaard.com

EMAIL: jwieland@nelsonnygaard.com

SIGNATURE: Jennifer Wieland

TITLE: Managing Director

Note: Unsigned responses may be disqualified. E-signatures are acceptable.

Gail Crichlow

From: Christopher Forinash <CForinash@nelsonnygaard.com>
Sent: Wednesday, June 16, 2021 11:41 AM
To: Gail Crichlow
Cc: spandak@gtpslaw.com; Rick Konrad
Subject: RE: Nelson\Nygaard - RFQ 21-002 TECHNICAL ASSISTANCE FOR THE TRANSPORTATION LAND-USE CONNECTIONS (TLC) PROGRAM

Hi Gail,

I have discussed this with our contract and risk reviewers, and they are OK with MWCOG not accepting our requested changes. Please advise on the next steps.

Kind regards,
Chris.

Christopher Forinash
t +12028645102 m +12024034509
cforinash@nelsonnygaard.com

From: Gail Crichlow <gcrichlow@mwkog.org>
Sent: Tuesday, June 15, 2021 3:09 PM
To: Christopher Forinash <CForinash@nelsonnygaard.com>
Cc: spandak@gtpslaw.com; Rick Konrad <rkonrad@mwkog.org>
Subject: RE: Nelson\Nygaard - RFQ 21-002 TECHNICAL ASSISTANCE FOR THE TRANSPORTATION LAND-USE CONNECTIONS (TLC) PROGRAM

Received.

Gail Crichlow
Contracts and Purchasing
Metropolitan Washington Council of Governments (COG)
Phone: ~~202-962-3243~~ Working remotely - Please use email below.
Email: gcrichlow@mwkog.org

From: Christopher Forinash <CForinash@nelsonnygaard.com>
Sent: Tuesday, June 15, 2021 2:12 PM
To: Gail Crichlow <gcrichlow@mwkog.org>
Cc: spandak@gtpslaw.com; Rick Konrad <rkonrad@mwkog.org>
Subject: RE: Nelson\Nygaard - RFQ 21-002 TECHNICAL ASSISTANCE FOR THE TRANSPORTATION LAND-USE CONNECTIONS (TLC) PROGRAM

Hi Gail,

I realized I hadn't responded to you on this. Our legal and contracts folks are reviewing and we anticipate getting back to you by mid-next week.

Kind regards,
Chris.

Christopher Forinash
t +12028645102 m +12024034509
cforinash@nelsonnygaard.com

From: Gail Crichlow <gcrichlow@mwkog.org>
Sent: Tuesday, June 8, 2021 10:06 AM
To: Christopher Forinash <CForinash@nelsonnygaard.com>
Cc: Anne Le-Reiver <alereiver@nelsonnygaard.com>; Catherine Guillermo <cguillermo@nelsonnygaard.com>;
spandak@gtpsllaw.com; Rick Konrad <rkonrad@mwkog.org>
Subject: RE: Nelson\Nygaard - RFQ 21-002 TECHNICAL ASSISTANCE FOR THE TRANSPORTATION LAND-USE CONNECTIONS (TLC) PROGRAM

Good morning,

Please be advised that COG's current legal review has rejected your exceptions to the Terms and Conditions.

Gail Crichlow
Contracts and Purchasing
Metropolitan Washington Council of Governments (COG)
Phone: ~~202-962-3243~~ Working remotely - Please use email below.
Email: gcrichlow@mwkog.org

From: Christopher Forinash <CForinash@nelsonnygaard.com>
Sent: Friday, May 21, 2021 4:11 PM
To: Gail Crichlow <gcrichlow@mwkog.org>
Cc: Anne Le-Reiver <alereiver@nelsonnygaard.com>; Catherine Guillermo <cguillermo@nelsonnygaard.com>
Subject: FW: Nelson\Nygaard - RFQ 21-002 TECHNICAL ASSISTANCE FOR THE TRANSPORTATION LAND-USE CONNECTIONS (TLC) PROGRAM

Hi Gail,

Thank you for this welcome notification! Also thank you for your patience as we assembled materials. Please see below and attached.

- State of Incorporation *_California_*
- Accord Insurance Certificate - *attached*
- Current W-9 Form - *attached*
- ACH payment form - *attached*

Please let us know if you need any additional info. We will keep an eye out for the contract to review.

Kind regards,
Chris.

Christopher Forinash

Principal
he | his

Nelson\Nygaard | Putting people first

**** New address as of 4/5/2021 ****

1222 22nd Street NW, Suite 200, Washington, DC 20037

t +12028645102 m +12024034509

cforinash@nelsonnygaard.com

nelsonnygaard.com | [Twitter](#) | [Facebook](#)

Mobility | Accessibility | Sustainability

From: Gail Crichlow <gcrichlow@mwkog.org>

Sent: Wednesday, May 19, 2021 9:10 AM

To: Jennifer Wieland <jwieland@nelsonnygaard.com>

Cc: Rick Konrad <rkonrad@mwkog.org>; John Swanson <jswanson@mwkog.org>

Subject: Nelson\Nygaard - RFQ 21-002 TECHNICAL ASSISTANCE FOR THE TRANSPORTATION LAND-USE CONNECTIONS (TLC) PROGRAM



Jennifer Wieland
Managing Director
Nelson\Nygaard Consulting Associates, Inc.
jwieland@nelsonnygaard.com

Nelson\Nygaard Consulting Associates, Inc. has been selected as a qualified contractor for COG's RFQ 21-002 referenced above. In the coming days, you will receive the standard COG contract for your signature. If you noted any exceptions to the Terms and Conditions, the exceptions will undergo review before an award can be finalized.

Congratulations!

Please submit the following information by Friday, May 21, 2 pm:

State of Incorporation _____
Accord Insurance Certificate
Current W-9 Form
ACH payment form (attached)

If you should have any questions concerning this notice, please contact Gail Crichlow, Contract Specialist, at gcrichlow@mwkog.org.

Sincerely,

Rick D. Konrad
Facilities and Purchasing Manager

Contracts and Purchasing
Metropolitan Washington Council of Governments (COG)
Email: purchasing@mwkog.org

Metropolitan Washington Council of Governments
RFQ 21-002 | Technical Assistance for Transportation Land-Use Connections Program

| Section | Explanation | Suggested Action |
|-----------------------|--|---|
| RFP at §IX(D); §IX(E) | This indemnity provision is uninsurable as drafted. | Upon award, we would like to discuss mutually agreeable modifications to the indemnity provision consistent with industry standard limiting to claims to the extent caused by our negligence. |
| Agmt. at §X | Insurance requirements are things we cannot “negotiate” because we do not control our insurance policy terms. We cannot sign a contract with insurance language where it is impossible for us to comply as we would be in breach of contract at the time of signing. | Upon award, we would like to discuss modifications to the Insurance provisions consistent with our policy(ies) and how the specific policies are written. |
| Agmt. at §XIII(B) | Inappropriate right for Owner to withhold payment. | Upon award, we would like to discuss mutually agreeable modifications to clarify that Owner cannot withhold payment and expect Nelson\Nygaard to continue to perform. |
| Agmt. at §XXI | This indemnity provision is uninsurable as drafted. | Upon award, we would like to discuss mutually agreeable modifications to the indemnity provision consistent with industry standard limiting to claims to the extent caused by our negligence. |
| Agmt. at §XXV | Confidential information needs to be identified in writing as confidential by the disclosing party. Further, additional exceptions to non-disclosure should be included. Last, the required indemnity provision is uninsurable as drafted. | Upon award, we would like to discuss mutually agreeable modifications to clarify that confidential information must be identified in writing as confidential by the disclosing party; modifications to allow disclosure if withholding confidential information would (i) create a risk of significant harm to the public or (ii) prevent the parties from establishing a claim or defense in an adjudicatory proceeding; and modifications to the indemnity provision consistent with industry standard limiting to claims to the extent caused by our negligence. |
| New proposed language | In order to plan for and manage potential risk, Nelson\Nygaard proposes that a mutual waiver of consequential damages be added. | Upon award, we would like to discuss the addition of a mutually agreeable mutual waiver of consequential damages: “The Consultant and the Owner mutually waive consequential damages, including but not limited to damages for loss of profits, damages due to errors in any BIM information, loss of revenues, loss of business and of business opportunities, for claims, disputes or other matters in question arising out of or relating to this Agreement.” |



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/1/2021

7/1/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | | | |
|---|--|---|--|----------------|--|
| PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 | | CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL: ADDRESS: | | FAX (A/C, No): | |
| | | INSURER(S) AFFORDING COVERAGE | | NAIC # | |
| | | INSURER A: American Zurich Insurance Company | | 40142 | |
| | | INSURER B: Endurance Risk Solutions Assurance Co | | 43630 | |
| | | INSURER C: Lloyds & London Co | | | |
| | | INSURER D: Zurich American Insurance Company | | 16535 | |
| | | INSURER E: American Guarantee and Liab. Ins. Co. | | 26247 | |
| | | INSURER F: Allied World Surplus Lines Insurance Company | | 24319 | |

COVERAGES **CERTIFICATE NUMBER:** 15516722 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADOL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---------------------------|-------------------------|-------------------------|---|
| D | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | Y | N | GLO0926401 | 7/1/2020 | 7/1/2021 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| E | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | N | N | BAP0926404 | 7/1/2020 | 7/1/2021 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX |
| B | <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | N | N | EXC10007382705 | 7/1/2020 | 7/1/2021 | EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ XXXXXXXX |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | WC0926402 | 7/1/2020 | 7/1/2021 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| C | PROFESSIONAL LIABILITY | N | N | LDUSA2001441 0312-4137 | 7/1/2020 7/1/2020 | 7/1/2021 7/1/2021 | \$1,000,000 PER CLAIM/\$1,000,000 AGGREGATE |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: FOR INFORMATIONAL PURPOSES ONLY.

CERTIFICATE HOLDER

CANCELLATION See Attachments

15516722
EVIDENCE OF COVERAGE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joseph M. Agnello

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POLICY NUMBER: GLO0926401

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**Additional Insured – OWNERS, LESSEES or
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s): | Location And Description Of Completed Operations |
|---|---|
| ANY PERSON OR ORGANIZATION YOU ARE REQUIRED TO ADD AS AN ADDITIONAL INSURED UNDER A WRITTEN CONTRACT OR WRITTEN AGREEMENT | ALL LOCATIONS |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

CG 20 37 07 04

© ISO Properties, Inc., 2004

POLICY NUMBER: GLO0926401

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s): | Location(s) Of Covered Operations |
|---|-----------------------------------|
| ANY PERSON OR ORGANIZATION YOU ARE REQUIRED TO ADD AS AN ADDITIONAL INSURED UNDER A WRITTEN CONTRACT OR WRITTEN AGREEMENT | ALL LOCATIONS |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. Table of Contents

A. Letter of Interest

B. Response Form and Checklist (Section XIV)

D. Executive Summary

E. Qualifications of the Firm and Personnel

Project Experience

Key Personnel

F. Cost Proposal

Management Approach and Cost Considerations

Key Personnel Hourly Billing Rates

G. References

Appendices

RFQ Required Form

Key Personnel Resumes



D

Executive Summary

The TLC program represents one of the earliest efforts by a Council of Governments (COG) or Metropolitan Planning Organization (MPO) to directly support member communities working toward regional goals. Since the MWCOG TLC program started, many other COGs/MPOs have started similar programs modeled on it, and Nelson\Nygaard has supported several of these including the Metropolitan Transportation Commission in the San Francisco region and the Mid-America Planning Council in Kansas City. We have seen the powerful role that direct funding can provide, a role that extends beyond specific projects to influence local development, better connect it to regional priorities, and forge bonds among stakeholders who might not otherwise have convened and connected.

Nelson\Nygaard has been part of the TLC program almost since its inception in 2007. We have led multiple projects, starting in the years before Nelson\Nygaard even had a D.C. office. Our projects under the TLC have included parking studies, station-area plans, bike facility studies, and more, indicating our wide breadth of expertise and experience. We have kept our qualifications current and thoughtfully constructed a team to broaden those qualifications. We appreciate that each project requires specific, thoughtful consultant selection, and we remain committed to being part of MWCOG's available "bench" for the coming three-to-five-year cycle.

Nelson\Nygaard has successfully delivered transportation planning and design projects in most MWCOG member jurisdictions as well as for MWCOG TLC itself. We have current and recent projects—many of a similar scale to TLC projects—in Fairfax, Arlington, and Prince William Counties in Virginia; Prince George's and Montgomery Counties in Maryland; and in D.C. Our track record of successful project management and delivery manifests in many repeat clients across local governments. We maintain a select portfolio of private-sector clients with similarly strong values—land-owners and developers that work to create better communities with lasting value as beloved places. We understand the intersection of private- and public-sector perspectives that enables us to connect transportation and land-use through plans that lead to implementable projects.

Our values center around marginalized communities and people to ensure them equitable representation, participation, and outcomes. We recognize that transportation planning processes, and outcomes, have helped to marginalize people and places, often causing damage that compounds over generations. We seek and shape projects that help recovery and healing. We start by ascertaining who will be affected, then working with them—often Black, indigenous, or other people of color (BIPOC)—to elevate potential solutions that address their challenges. This expression of our principles of equity, diversity, and inclusion (EDI) is core to how we operate and our EDI work extends both internally and externally to help clients reshape their practices and deliver more equitable plans and projects.

As described in our letter of interest, we have not included any potential subconsultants in this proposal. However, as a small firm focused on transportation planning and design, we routinely partner with similar firms holding the same core values and complementary skillsets. Among these are RHI (formerly Rhodeside & Harwell) and Nspiregreen. While we prioritize partnering with these small, women-owned businesses, we also commit to team for TLC projects with other similar firms as task requirements warrant.

We have considered the needs of MWCOG and its member jurisdictions and have assembled a team with local knowledge and leadership to serve the TLC program. Nelson\Nygaard comprises 115 staff across the country, primarily in eight offices including D.C. As a national firm with local presence, we can select staff who combine the best of both local knowledge and national experience. That said, every project for MWCOG would have a local project manager, ensuring you and the member jurisdictions have accountability close at hand.

As a small, values-driven firm, we can assure you that the staff you see represented here, and will see in task proposals and interviews, are the staff who will be doing the work. We will be with MWCOG and member jurisdiction staff every step of each project, ensuring the deep involvement that forges lasting connections among stakeholders and creates products, plans, and projects of enduring value.

Planning Project Categories Experience Matrix

The following list of projects, included in section E. Qualifications of the Firm and Personnel, outlines our various skillsets to conduct an array of different types of projects that may be contracted under this IDIQ.

| | 15th Street Bicycle Safety Improvement | DC Safe Routes to School Planning Assistance | D.C. Decongestion Pricing Study | Clean Energy D.C.: Greening the Fleet Analysis | Sustainable D.C. 2.0 | Parkway Small Area Plan | Metropolitan Branch Trail Safety and Access Plan | Fairfax CUE Access and Technology Study | Fairfax Parking and Trip Generation | Fairfax Multimodal Transportation Plan |
|---|--|--|---------------------------------------|--|-------------------------|-------------------------------|---|--|--|---|
| Small area and transit station area planning | | | | | | ● | | | | ● |
| Bicycle and pedestrian safety and access studies | ● | ● | | | | | ● | | | ● |
| Trail planning and design | | | | | | | | | ● | |
| Safe Routes to School Planning | | ● | | | | | | | | |
| Mixed-use/TOD market analysis | | | | | | | | | | |
| Zoning and development design standards | | | | | ● | | | | ● | |
| Transit demand and feasibility analysis | | | | | | | | ● | | ● |
| Parking management planning | | | | | | | | | ● | |
| Transit demand analysis | | | | | | | | ● | | |
| Freight planning | | | | ● | | | | | | |
| Housing analysis | | | | | | | | | | |
| Streetscape and public space plans | ● | ● | | | | ● | ● | | | ● |
| Cost estimates of improvements | ● | ● | | | | | ● | ● | | |
| Engineering systems descriptions and analyses | | | | | | | | | | |
| Preliminary or schematic drawings with site plans and elevations | ● | | | | | | | | | |
| Renderings of site massing, elevation, or facility interior/exterior spaces | | | | | | | | | | |
| Site surveys | ● | | | | | | | | | |

SECTION



E

Qualifications of the Firm and Personnel

We put people first.

Nelson\Nygaard Consulting Associates, Inc. is an internationally recognized firm committed to developing transportation systems that promote vibrant, sustainable, and accessible communities. Founded by two women in 1987, Nelson\Nygaard has grown from its roots in transit planning to a full-service transportation firm with over 115 people in offices across the United States.

In keeping with the values set by our founders, Nelson\Nygaard puts people first. We recognize that transportation is not an end by itself but a platform for achieving broader community goals of mobility, equity, economic development, and healthy living. Our hands-on, national experience informs but does not dictate local solutions. Built on consensus and a multimodal approach, our plans are renowned as practical and implementable.

Nelson\Nygaard Specializations:



STREETS AND CITIES

Balancing the mobility needs of everyone to create thriving places



ACTIVE TRANSPORTATION AND SAFETY

Making places better for people to walk, bike, and gather



PARKING AND DEMAND MANAGEMENT

Creating livable places with better management of parking supply and demand



EMERGING MOBILITY

Collaborating on solutions for people in a new era of mobility



TRANSIT

Designing and developing great transit services for people



CAMPUS MOBILITY

Improving mobility choices at university, corporate, and medical workplaces



TRANSIT CORRIDORS

Building vibrant, equitable communities with high-quality transit at the center



PARATRANSIT AND COMMUNITY TRANSPORTATION

Achieving service/cost performance and ADA compliance for demand-responsive services



ENGINEERING DESIGN AND DEVELOPMENT

Analyzing movement to improve connectivity and reduce environmental impacts



MOBILITY MANAGEMENT

Coordinating and enhancing an individual's access to more mobility options

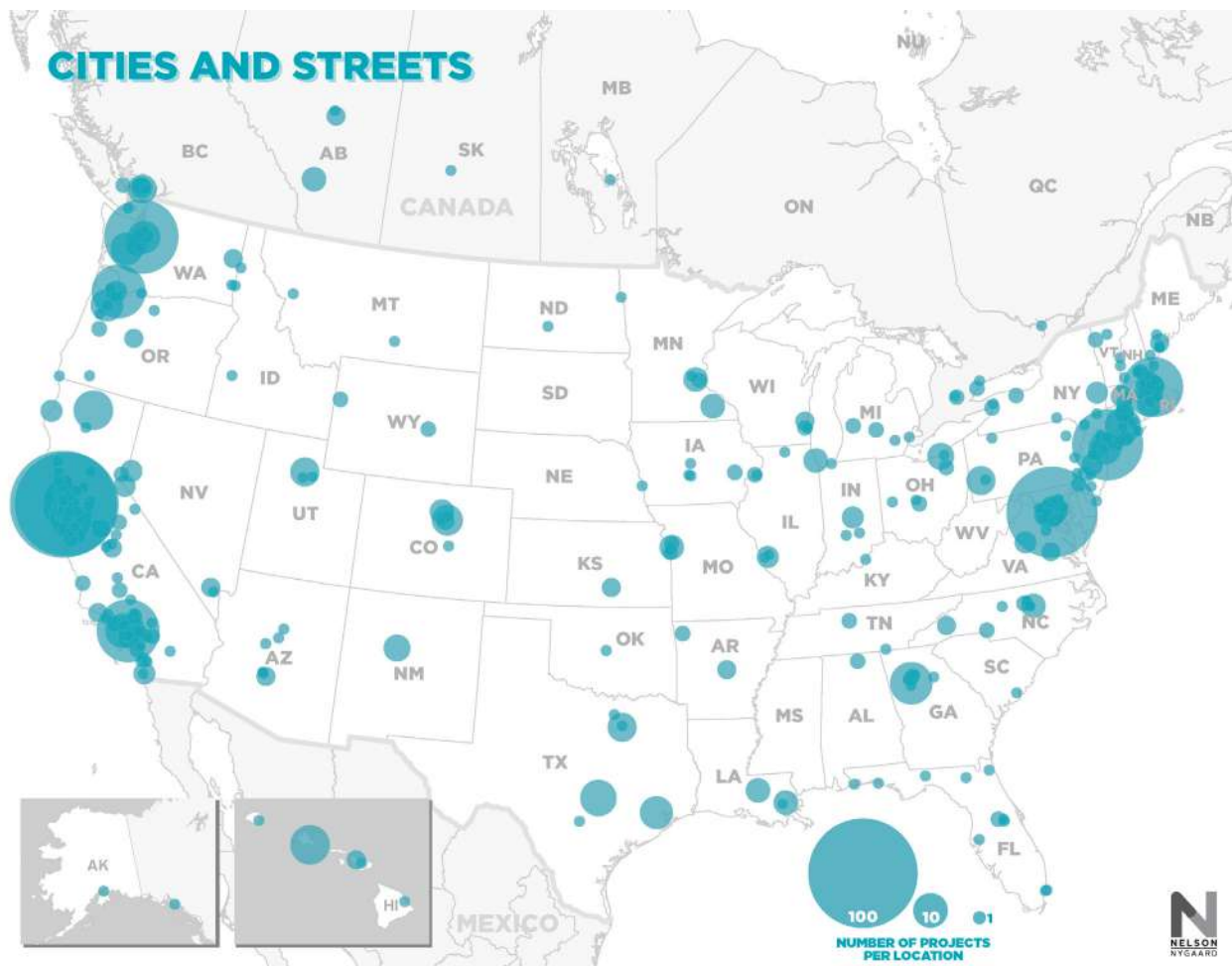
Cities and Streets Planning Qualifications



Nelson\Nygaard is an industry leader in holistic planning for all modes of transportation. We design communities that balance the needs of pedestrians, bicyclists, transit riders, and drivers.

Our experience includes designing and planning for complete streets, multimodal downtowns and regions, and transit station areas. To help communities make informed decisions, we develop complete transportation networks, coordinate transportation and land use, manage travel demand, and identify the true costs of travel options.

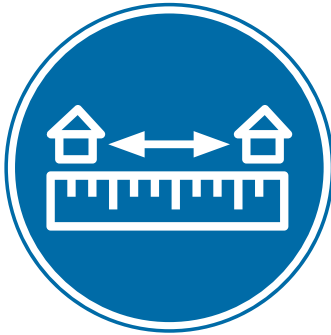
Our approach is to apply our national experience to create local solutions. By giving people transportation choices, communities achieve their larger goals for economic vitality, healthy living, and improved quality of life.



Map of Nelson\Nygaard's extensive experience transportation planning for cities and streets

TRANSPORTATION MASTER PLANS

Transportation master plans allow cities to translate their vision into projects and programs, turning policy documents into a set of clear priorities. With a staff that includes former transportation directors and program managers, Nelson\Nygaard offers practical expertise in multimodal master planning and successful implementation strategies.



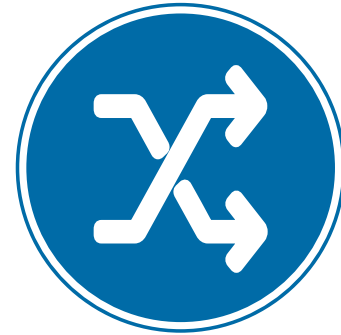
Transportation Performance Measures

Working with technical experts and policymakers, Nelson\Nygaard develops performance measures that truly reflect local goals. Talking stakeholders through the difficult tensions and tradeoffs that general plans often avoid, Nelson\Nygaard helps define “success” into transportation terms, applying rigorous analytical tools to measure the effects of potential programs and capital projects against community objectives.



Balancing All Modes

Nelson\Nygaard is the only firm that thinks through transportation performance measures for all modes, to ensure mode share that supports larger economic development and livability goals. The firm uses performance measures to create quantitative guidelines for city engineers on how to balance the needs of each transportation mode against the others.



Implementation Strategy

In every transportation master plan, Nelson\Nygaard provides a detailed implementation section. The firm identifies available funding sources, including public/private partnerships; we also determine how potential projects meet city objectives, prioritizing project readiness and phasing.

RACE, EQUITY, AND SOCIAL JUSTICE TRANSPORTATION PLANNING

A deep commitment to equity and sustainability informs all of our work. This manifests itself in our approach to projects—in the tools we use for analysis, engagement, and decision making and in the ways we build partnerships with our clients, our team members, and the public. Our competence and experience in the field of race, equity, and social justice includes the following:



Equity Impact Analysis

We routinely use tailored equity analysis tools in our work. We have developed tools that illustrate the mismatch between housing and jobs and between education and mobility services. Our work is used to develop possible programmatic and policy approaches and to understand the infrastructure and services that would be required to create a more equitable program.



Equity and Social Justice Public and Community Engagement

We understand that developing an equitable program, project, or policy cannot happen without process equity. Only by hearing from the communities most impacted—and traditionally least represented in our processes—can we begin to create a more equitable transportation system and county. We structure engagement processes that focus on meeting people where they are; providing simple, clear, and translated materials; and compensate people for the time they spend with us.



Partnerships and Sustainable Relationships

We are skilled communicators who pride ourselves on lasting relationships. We build these relationships by articulating shared values and goals, maintaining transparency, and keeping our commitments. This includes commitments to our project partners and MWBE firms. For the Sound Transit System Access Strategic Plan, we committed 18% of the project budget to MWBE firms and are on track to meet that commitment, helping to build capacity within the MWBE community.

COMPLETE STREETS PLANNING AND DESIGN

In our cities and communities we walk, we cycle, we take the bus, we sit, we drive, we park, we stand and chat—all within the public right-of-way. Our streets function as places in the same way parks or plazas do. Hence, any street that contributes to the everyday uses of society must be complete. Complete Streets design and planning works to create streets that balance the needs of all users, supporting the community as a whole.

As multimodal transportation planners we understand the tensions between the Complete Streets model and efficient street operations. Our approach to street design is network-based and considers the fact that a street typology may prioritize certain modes, while still maintaining safe and comfortable environments for pedestrian and cyclists.



Design and Workshops

Typical street network planning begins and ends with drivers. Nelson\Nygaard emphasizes a holistic approach coordinated with land use and urban design. We begin with walking routes—be it on street, in parks or between buildings. We overlay transit lines and routes, followed by a bicycle network. Finally we introduce motorized traffic. We provide traffic operations expertise that utilizes conventional, as well as cutting-edge methodologies and software.



Policy Development

Nelson\Nygaard designs streets, walkways, boulevards, paths, shared streets, parking areas, bicycle facilities, and sidewalks. Our designs balance the needs of all users and we mediate where improvements stall over competing interests, antiquated regulations, and inaccurate technical information.



Implementation and Institutional Change

Nelson\Nygaard produces design guidelines for great streets and networks. We document progressive examples from around the world and apply them to specific projects. We develop interactive training programs and workshops which involve the public dynamically and interactively and get practitioners out from behind their desks and onto the streets.

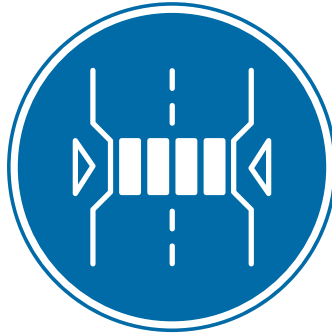
STREET PLANNING AND DESIGN

Whether the task is a citywide roadway network, a neighborhood traffic calming plan, or a specific intersection design, Nelson\Nygaard's multimodal approach sets us apart from our peers. We design complete streets and integrated network plans which accommodate all users. We treat issues like the number of travel lanes and level of service as political, not simply technical. We produce drawings and graphics which allow stakeholders to visualize possibilities, with the ultimate goal of enhancing their quality of life.



Network Planning

Typical street network planning begins and ends with drivers. Nelson\Nygaard emphasizes a holistic approach coordinated with land use and urban design. We begin with walking routes—be it on street, in parks or between buildings. We overlay transit lines and routes, followed by a bicycle network. Finally we introduce motorized traffic. We provide traffic operations expertise that utilizes conventional, as well as cutting-edge methodologies and software.



Street Design

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Guidelines and Workshops

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TRANSIT-ORIENTED DEVELOPMENT

Transit Oriented Development (TOD) brings together the core of Nelson\Nygaard's technical and consensus building skills to design walkable, livable communities. We team with urban designers, economists and developers to create great places that balance the competing demands of transit operations, parking, and new development.



Station Area Planning

Nelson\Nygaard's circulation, trip generation and parking analyses are tailored to the unique characteristics of a station area, ensuring that development is truly transit-oriented, not just transit-adjacent. We can model the ridership and revenue tradeoffs between commuter parking and new development. Nelson\Nygaard also can build community consensus around a plan, quantifying and explaining the benefits of TOD for local residents and incorporating their feedback.



Policy Guidance

Nelson\Nygaard has developed and evaluated policies to promote TOD across a city, county or entire region. We have also incorporated our experience nationwide to develop best practice guidance to help cities, transit agencies and community members implement their own TOD proposals.



Access Planning

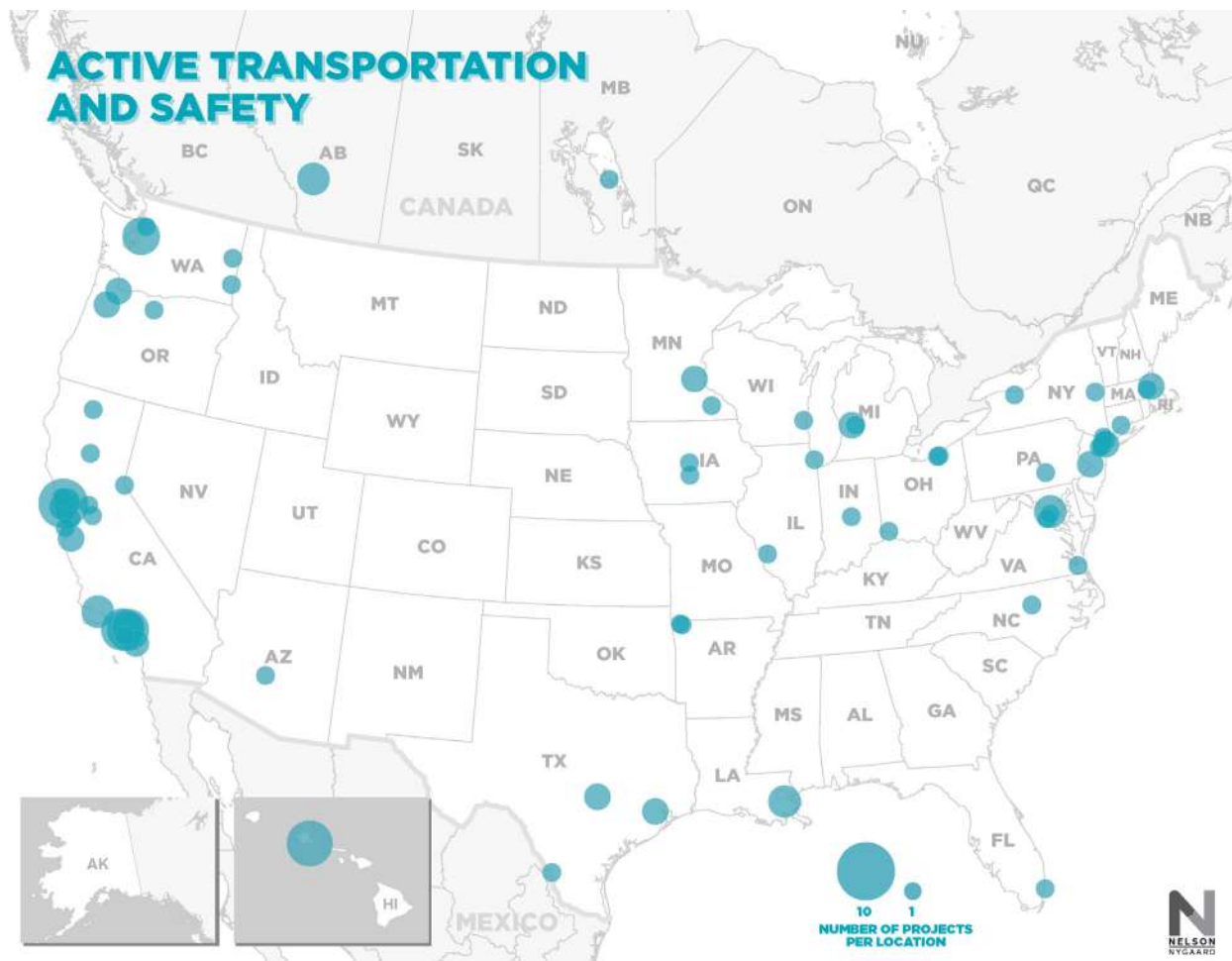
Our technical staff bring in-depth experience with transit center design and feeder transit, parking, bicycle and pedestrian planning. We know how to deal with all modes – not just in isolation, but how to prioritize specific improvements for funding and prime curb space outside the station.

Active Transportation Planning Qualifications



Nelson\Nygaard specializes in creating just, safe, comfortable, and complete transportation systems for people from all walks of life. Our work in Active Transportation and Safety provides the empirical and pragmatic support needed to make community supported investments that make walking and biking intuitive, everyday activities that support larger goals of economic development, greenhouse gas reduction, social equity, and public health.

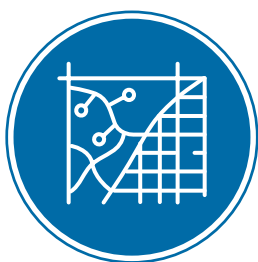
We are rigorous, creative and bold in our approach to support walking, bicycling, and micro-mobility as viable transportation options. Our passionate researchers, planners, and designers understand that places to safely walk and bike are vital for healthy, thriving communities. Our experience includes active transportation master plans, all aspects of Safe Routes to School, first/last mile transit, Vision Zero analysis and planning, and creating places and programs that help people decide to walk, bike, and linger. We believe in designing streets and trails that both get us where we need to go and let us enjoy where we are now.



Map of Nelson\Nygaard's extensive experience in active transportation planning.

BICYCLE AND PEDESTRIAN PLANNING

Whether the task is a citywide plan, a multimodal neighborhood plan, or a specific intersection design, Nelson\Nygaard maximizes the attractiveness and safety of cycling and walking. We develop design requirements, quantify bicycle and pedestrian levels of service and, most importantly, balance the inevitable tradeoffs between non-motorized transportation, automobiles and other modes.



Master Plans

Working with cities, neighborhoods, and public parks, we identify bike and pedestrian investments that improve public safety and serve larger goals of economic development, social equity, and natural resource preservation.



Traffic Calming and Street Design

Street redesign demands a blend of technical rigor and political sensitivity. Nelson\Nygaard has successfully mediated projects where improvements stalled over competing interests, antiquated regulations, and inaccurate technical information. Using education, consensus building, and phased approaches to implementation, we have moved plans from dissension to adoption and execution.



Pedestrian and Bicycle Plans

We help municipalities understand the complex matrix of changes to existing infrastructure, policies, and design guidelines needed for a functional pedestrian and bike network. We document weak linkages in existing pedestrian networks, prioritize locations for new infrastructure and amenities, and rewrite municipal codes and standards.



Education and Outreach Programs

Nelson\Nygaard has led a broad range of safety education programs including the award-winning Safe Routes to Schools in Marin County and New York City. We also conduct intensive workshops that teach city leaders about the core principles of effective pedestrian and bike planning.

SAFE ROUTES TO SCHOOL PLANNING

Safe Routes to Schools (SRTS) is a unique program that simultaneously addresses a number of the most significant quality of life issues: public health, traffic congestion, and safety. Nelson\Nygaard has led award winning Safe Routes to Schools programs, served on the National SRTS Task Force, and conducted intensive workshops that teach city leaders about the core principles of effective pedestrian and bike planning.



Public Health

The trend to drive children to schools has adversely impacted communities and the environment throughout the United States. The need for improved alternatives to the auto for access to schools was particularly clear in Marin County, California, where surveys had shown that 21% of the County's morning peak period traffic consisted of travel from home to schools. Safe Routes to Schools was initiated as a grassroots program combining education, community organizing, and engineering improvements to promote individual health, safety, a cleaner environment, and stronger neighborhoods through walking, bicycling, and the reduction of single occupancy vehicle trips.



Safety

Nelson\Nygaard's New York City's Walk to School project was a NYC Department of Transportation-sponsored program that aimed to improve children's health, tackle traffic congestion and pollution, and improve safety surrounding schools in each of the city's five boroughs. The project team worked with each school over the course of one school year to provide children with the skills to walk to school safely. The team also worked with parents to overcome barriers such as supervision and security issues.



Traffic Congestion

Traffic counts and student surveys show that a large number of the students arrive at school by car, whereas a small number walk or bike. This compares to thirty years ago, when two-thirds of all children in America walked or biked to school. Marin County Safe Routes to Schools—Managed the award-winning Marin County Safe Routes to Schools program, which reduced drive alone and single student drop offs by more than 15% across 24 participating schools in the County.

Parking and Demand Management Planning Qualifications



Nelson\Nygaard sees innovative management of parking supply and demand as an opportunity to create livable places.

We have pioneered an approach that demystifies the real costs of parking and develops strategies for sharing resources, reducing trips, integrating new technology, and appropriately pricing parking. Our multimodal skillset also helps us to proactively and flexibly respond to the mobility impacts of emerging technologies.

Our approach is to find a cost-effective blend of solutions specific to local needs. We challenge perceptions, build consensus, and win community support for policies, regulations, and plans that put parking needs in the context of desired outcomes. In doing so, we help communities save money, conserve resources, and achieve their larger goals for economic development and improved quality of life.



Map of Nelson\Nygaard's extensive experience in parking and demand management planning.

TRANSPORTATION DEMAND MANAGEMENT

Nelson\Nygaard knows how to get the most productivity out of a transportation system, moving more people in the same amount of space or within the same budget. For us, TDM goes beyond shuttles and vanpools; it is integral to how we approach city design, parking management, and the allocation of transportation project funds.



Experience

Nelson\Nygaard's senior staff have hands-on experience managing award-winning TDM programs around the country. We have planned, implemented, administered, and troubleshooted a wide variety of TDM programs, including parking cash-out, car-sharing, housing subsidies, transit pass and shuttle programs, along with more traditional tools.



Proven Success

No firm has achieved as much success in implementing TDM as Nelson\Nygaard. In dozens of projects, we have reduced automobile trip generation by 20% to 40%, eliminating hundreds of thousands of vehicle trips annually across the country. Our successes include TDM plans for suburban office parks (NASA Research Park), major employers (Genentech, Microsoft), university campuses (UC Davis, Stanford), and entire downtowns (Berkeley).



Employer

Our TDM plans have helped win approval for controversial development projects by reducing traffic impacts. Our plans also help our employers reduce costs by providing alternatives to parking construction, mitigation fees, litigation, and roadway widenings.

PARKING PLANNING AND DESIGN

Nelson\Nygaard is a national leader in parking demand management, developing quality parking design, and implementing solutions that are efficient and cost-effective. We emphasize an integrated approach to parking planning and design, including determining the appropriate amount of parking to meet market demand, space siting, dimensions, layout, and designing circulation patterns that minimize conflicts and collisions and which ultimately contribute to a safer travel experience for all users.



Determining Parking Demand

Providing too much or poorly-placed parking can be immensely costly, increase vehicle traffic, reduce pedestrian and cyclist safety, and reduce development density. Conversely, supplying too little parking can create its own set of problems including undermining the financial feasibility of development projects, hampering the revitalization of commercial districts, and creating parking spillover issues. Nelson\Nygaard undertakes parking demand studies in recognition of the larger community context, realizing that parking must often support several goals simultaneously, such as promoting economic development while maintaining a quality pedestrian environment.



Realistic Space Dimensions

Appropriate parking space dimensions are often an overlooked but essential piece of quality urban design. Nelson\Nygaard designs spaces to make the most efficient use of land while considering the proper design for vehicle and safety aspects. Our focus is to start with industry standard design guidance and adapt it to the specific context to achieve both safe and efficient parking operations while ensuring that parking facilities comply with all federal and state requirements.



Enhancing Safety

The type of parking facility and its integration with street design affects not only vehicle circulation, but also movement and safety issues for transit vehicles, bicyclists, and pedestrians. Nelson\Nygaard develops facility configurations with the understanding that a one-size-fits-all approach is often untenable. Consequently, our firm has a great deal of experience in designing both conventional and angled space configurations as well as innovative designs for on-street back-in angled parking.

FREIGHT AND CURB MANAGEMENT PLANNING

With every mobility and freight innovation, more and more is asked of the humble curb. Every city faces challenges with curbside management, and many cities are finding those challenges growing rapidly with a combination of increased demand for urban placemaking, people-first streets, and emerging mobility services. Curbs are but an extension of complex regional networks, global mobility trends, and a city's core values.

Nelson\Nygaard's unique planning tools help cities carefully balance each mode of transportation to help them achieve both economic growth and livability goals. We have decades of experience analyzing curb data and finding meaningful insights to support policy development for clients such as the Los Angeles Department of Transportation, the Seattle Department of Transportation, the New York City Department of Transportation, Central Atlanta Progress, and others.



Curb Priority Framework

Nelson\Nygaard has a track record of aligning functional curb priorities with the outcomes that cities want to see in vibrant corridors and districts. We help clients navigate entrenched curb interests, adapt as mobility changes, and push forward new uses of the curb that have nothing to do with mobility and everything about investing in place.



Piloting to Prepare for the Future

Nelson\Nygaard staff have developed, delivered, and evaluated curb management pilots to solve current curb access challenges with ride hailing, micromobility, and urban freight platforms. We design pilots built on multiple performance objectives and we develop evaluation frameworks that rely on cost effective data collection and available data specifications.



Sifting through Curb Data

Whether supporting automated data collection tools or using GIS data, aerials, extensive field reviews, outreach efforts, previous plans and other innovative approaches, we help our clients think through use case-driven curb data strategies that support future proof policy and management tools.



New Urban Delivery Landscape

We deliver urban delivery operations analyses, focusing on goods delivery to commercial properties, on-demand delivery of food and small goods, heavy goods delivery, and construction materials. This analysis also identifies the impacts of urban deliveries for other users of the transportation system.

Visual Communications and Geographic Information System



Strong visuals, integrated into all the work we do, help generate excitement and inspire creative thinking in your community.

Nelson\Nygaard has outstanding in-house specialists in spatial analysis, cartography, graphic design, rendering, 3-d modeling, drafting, illustration, branding, and website design. Our GIS experts and designers make it easy for you to understand data and visualize what is possible.

Our approach is collaborative and creative. We make maps, graphics, and reports that consolidate essential findings and use compelling visuals to tell your community's story. Complex concepts come to life in our infographics and illustrations. We create, analyze and model spatial and statistical data to help people understand their transportation needs.

VISUAL COMMUNICATIONS

Nelson\Nygaard's in-house designers specialize in document and graphic design, illustration, marketing and branding, and website design. The team excels at taking complex analysis and data-heavy information and translating it into clean, bold, and persuasive designs that improve audience comprehension and help communities move toward a better future.

Summary Documents

Our reports and briefing books use a combination of concise language and compelling visuals to highlight key messages, consolidate essential findings, and clearly explain why the planning process matters.

Outreach Materials

To generate excitement, our outreach materials—everything from workshop boards and interactive games to websites and flyers—help individuals understand tradeoffs, alternatives, and decisions.

Custom Branding

When a project or transit system calls for distinct or new branding, we can create a new logo, color palette, and style guide to grow ridership and awareness.

Infographics

Planners routinely deal with concepts that are difficult to grasp; our appealing infographics can make challenging material easy for everyone to understand.

CARTOGRAPHY AND MAPPING

Nelson\Nygaard has a strong history of producing high-quality maps. With experts trained in cartography and design, we pursue innovative methods to best communicate geographic information with style and clarity. Whether mapping an intersection or an entire region, we create attractive and informative maps tailored to project goals and the end user.

Geographic Information Systems (GIS) and Adobe Design

Geographic Information Systems (GIS) synthesizes, analyzes and displays spatial data. At Nelson\Nygaard, GIS has become essential to the transportation planning process, and provides a dynamic and accurate platform on which we base our map production. We integrate ESRI's ArcGIS software capabilities with other design tools, including Adobe Masters Collection software, to enhance cartographic design elements. The result is an ability to create maps that clearly synthesize complex geo-information while exhibiting style and polish.

Transit and Multimodal Maps and Brochures

With an eye for progressive design and an ability to synthesize complex datasets, Nelson\Nygaard creates clear maps and cartographic products for public consumption. We understand that station displays, brochure maps, online tools, and other forms are all important. While keeping in line with established branding and local values, our cartographers and designers produce visually attractive and compelling maps.

Public Process Tools and Products

Often projects require community involvement where maps help to communicate existing conditions and alternatives to a broad audience. Geo-data visualizations, infographics, and traditional maps all convey complex spatial phenomena to assist with decision making. From posters to reports, and from public workshops to the mayor's office, Nelson\Nygaard can visually convey project plans and goals.

Project and Report Maps

Whether we create a simple illustration to clarify a project area, or produce a detailed transit ridership or parking utilization map, Nelson\Nygaard's GIS-Cartography Department designs maps specifically catering to each project's needs. We supplement report text with clear, graphic representations of transportation, land use, demographics, and travel patterns. Again and again, the maps we produce to illustrate a plan are so successful that our clients adopt them as informational tools for public distribution.

Project Experience

The following projects demonstrate our firm's ability to provide the services outlined in the RFP.

DDOT 15th Street Bicycle Safety Improvement (2020–2021) Washington, D.C.

Nelson\Nygaard is leading a consultant team to provide planning and design assistance for the District Department of Transportation (DDOT)'s Bicycle Program. The goal of this project is to explore opportunities to provide a fully separated bicycle facility through the study area along 15th Street NW. The project connects two existing bicycle facilities that follow the route identified in the National Park Service Paved Trails Plan.

DDOT has installed over 10 miles of separated cycletracks and 75 miles of bicycle lanes across the District since 2001. These facilities provide multi-modal connections for residents, commuters, and visitors to access jobs, amenities, and recreational destinations. DDOT is exploring how to fill key gaps in connectivity in the bicycle network. This project will evaluate alternatives to improve bicycling from the existing in-road cycletrack on 15th Street from Pennsylvania Avenue to East Basin Drive past the Thomas Jefferson Memorial to the separated multi-use trail crossing the 14th Street Bridge. The 15th Street cycletrack is a key component of the regional bicycle network, with over 2000 users per day currently sharing sidewalks or the roadway. Much of this section of 15th Street is owned and managed by the National Mall and Memorial Parks unit of the National Park Service.

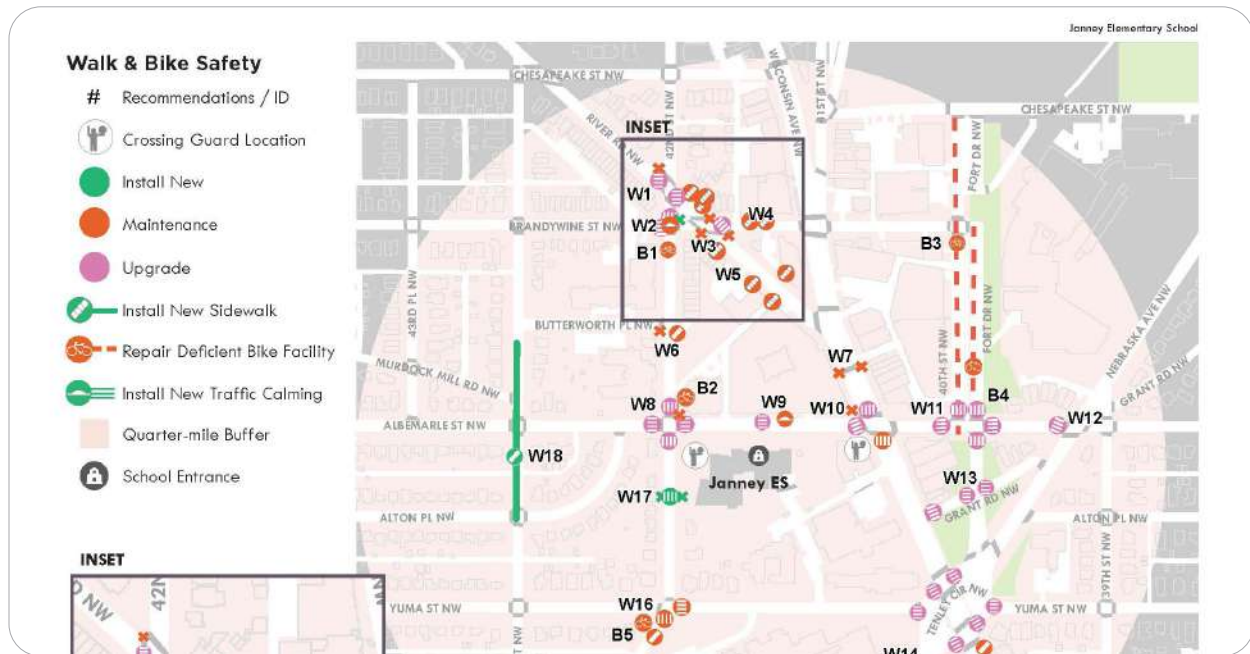
The study will explore opportunities to provide a fully separated bicycle facility on this heavily used route for bike commuters and visitors. Analysis will also include traffic simulation using detailed microsimulation tools, to test a variety of traffic and bike scenarios. It will model traffic diversions that could result from building concepts and assess their impact on



the local transportation network. It will analyze on-street parking, bus transit facilities, and other curbside uses and assess their impacts on the local transportation network.

The concepts will be a product of a robust collaboration between the National Park Service the District Department of Transportation along with the input of residents and stakeholders. The preferred concept will be taken to 100% design with close coordination with DDOT Traffic Engineering and Signals Division.

D.C. Safe Routes to School Planning Assistance (2020–2021) Washington, D.C.



Nelson\Nygaard led a consultant team to provide planning assistance for the District Department of Transportation (DDOT)'s Safe Routes to School program. This one-year planning assistance project considers engineering, behavioral, social, and environmental factors to improve and enhance the safety of students that walk and bike to school.

The project began with a spot safety analysis for all 18 schools selected for the project, which included both on-site observations and desktop analyses. The project team documented site findings and developed a list of recommendations categorized into short, medium, and medium-long - term infrastructure improvements which could improve the safety for children walking and bicycling to school. For eight of the 18 schools, coordination efforts continued, and the project team worked with school staff, teachers, and stakeholders to develop engagement activities for school students and a Safe Routes to School Action Plan.

Despite curtailed in-person activities at the school sites for the duration of 2020, the project team executed a safe in-person activity – a ‘Sidewalk Quest’ - at all eight school sites to promote Walk to School Day (Walktober). The revised project scope also included the development of two middle school support lessons and two guidance documents that will be used to promote walking and bicycling safety and bicycling and traffic education for DC students and communities. The guidance documents developed included:

- School Zone Policy Guidance document, which formalized and standardized a set of practices for placement of pavement marking, speed limit signage, and flashing beacons within DC school zones. The parameters of the school zones were also more clearly defined in the guidance document.
- Traffic Garden Performance Specification document, which will aid DCPS school modernization teams in the design of traffic gardens at school sites. The document includes recommendations for materials and color selection, site layout, and overall design approach.

D.C. Decongestion Pricing Study (2019–Ongoing)

Washington, D.C.



The Washington, D.C., region suffers from some of the country's worst traffic congestion, even while enjoying among the higher shares of people driving and biking to work. In recent years, dynamic transportation pricing has helped address some of that congestion—on-street parking pricing in D.C. and highway HOT lanes in Virginia and perhaps soon in Maryland. But in and around downtown D.C. and close-in Arlington, VA, congestion during the peaks persists.

The D.C. government has commissioned the first study of how transportation pricing might help address key civic priorities including promoting equity in transportation access and impacts, increasing system efficiency, reducing climate pollution, and generating revenue for sustainable transportation. D.C. Sustainable Transportation, a coalition of BIDs and other organizations, is guiding the study led by the Nelson\Nygaard team.

At its core, this study recognizes that the current system does not efficiently price access to D.C.'s highways and streets—it

essentially charges everyone who drives both directly (through the cost of a vehicle) and indirectly (through congestion delays), and also charges people who take transit through fares and delays. In both cases, those with fewer resources bear higher costs (relative to their resources). At the same time, any new pricing will have different impacts on different types of travelers. A well-designed system will ensure that costs are not increased for those who cannot afford them. And the revenue it produces can improve the quality of transit and other service to provide quality choices.

The study includes a milestone interim report on transportation equity, which identifies key metrics and populations currently bearing the costs of our transportation system without reaping the benefits. Further work will develop pricing strategies, and a custom model to assess the key metrics across scenarios. The result will be a body of evidence documenting deficiencies in the current system, pricing options that address them, and ways that revenue raised can provide better multimodal choices for all residents.

Clean Energy D.C.: Greening the Fleet Analysis (2017–2018)

Washington, D.C.



In October 2016, the District of Columbia (District) Department of Energy Environment (DOEE) published the *Clean Energy DC (Plan)* that lays out a bold and innovative vision for addressing climate change and creating sustainable energy. The Plan is DOEE's proposal to reduce greenhouse gas (GHG) emissions by 50% below 2006 levels by 2032, while increasing renewable energy and reducing energy consumption, as directed by the District's sustainability plan, Sustainable DC.

The DOEE hired Nelson\Nygaard to forecast future emissions scenarios for a set of differing transit fleet composition alternatives and identify policy actions that anticipate future market adoption of electric autonomous vehicles (AVs). Nelson\Nygaard used existing bus fleet procurement plans from WMATA and DDOT to forecast a current fleet emissions

trajectory as well as alternatives based on the use of lower-emission bus propulsion types. These forecasts informed a transit bus emissions reduction target for the District. Nelson\Nygaard also developed policy actions, building upon existing DC AV and parking policies and programs, to guide AV market adoption to positively impact the District's emissions reductions goals.

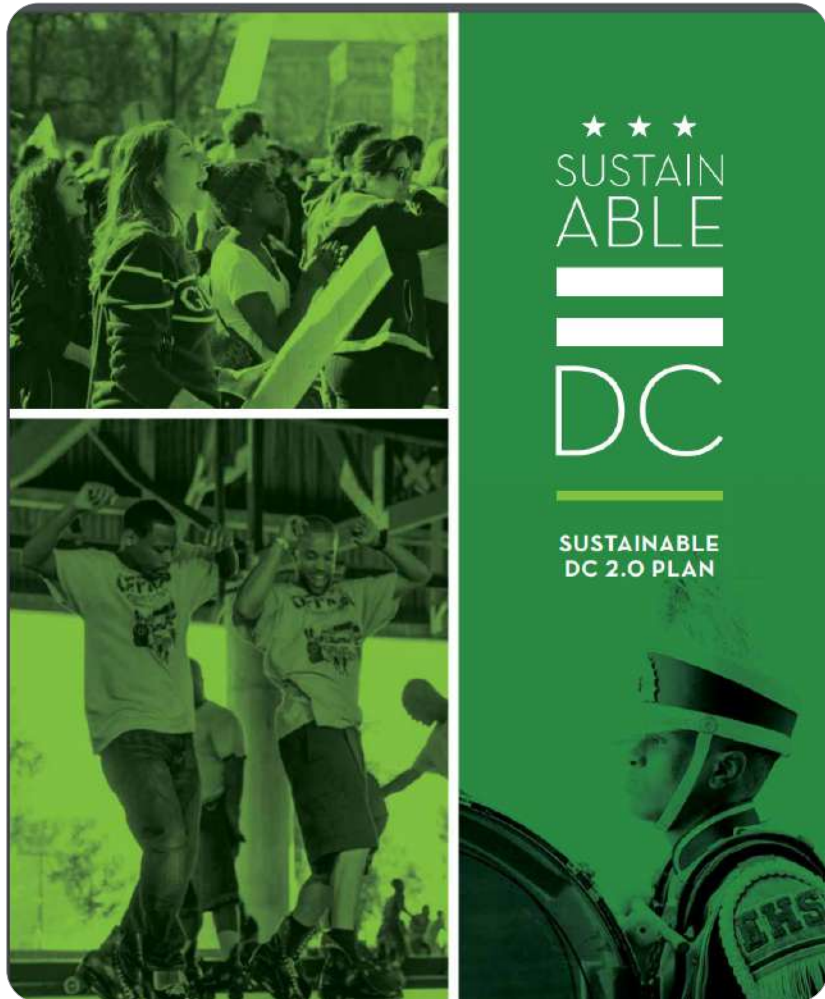
Nelson/Nygaard recommended a pursuit of funding to shift more of the bus fleet to zero emissions in order to reach the target of 65% reduction by 2032. In addition, this project applies existing transportation policies and practices to guide the future of autonomous vehicles towards emissions reductions. While vehicle technology may be changing, the principles of managing public space for people remain the optimal way to lower emissions from the transportation sector.

Sustainable D.C. 2.0 Plan (2017–2018) Washington, D.C.

Throughout 2018, the District of Columbia (District) Department of Energy Environment (DOEE) updated their sustainability plan to create the Sustainable DC 2.0 Plan, laying out a plan for the District to become the most sustainable city in the nation.

Sustainability planning cannot happen in a vacuum. Sustainable DC 2.0 focuses on making the District the healthiest, greenest, most livable city for all District residents, but there are many forces at play in the city in which that work is happening. The population of Washington, DC—both in how many people and who lives in the District—is rapidly changing. The population of the District is projected to reach almost 900,000 by 2032, the final year of this plan's scope.

The DOEE hired Nelson\Nygaard as part of the Integral team to develop and deliver a rigorous quantitative modeling tool that was customized to calculate the potential impact of each of the previous plan's 143 targets (where quantifiable). The adaption of existing tools and application of metrics, data, and methodologies were built into a multifunctional tool that calculated the impacts of diverse actions and aggregate



the resulted together in a 'dashboard'. The dashboard can now be utilized by DDOE staff and others seeking to use the results of the analysis to inform future decision and actions.

The outcome of the work has positioned DDOE to implement necessary changes

in order to get on track to meet the 2032 targets and plan objectives. Where gaps or shortfalls are identified, staff may choose to review the targets themselves and reconsider whether the targets are in fact achievable and are aligned with overarching and evolving District objectives in the upcoming 15-year horizon.

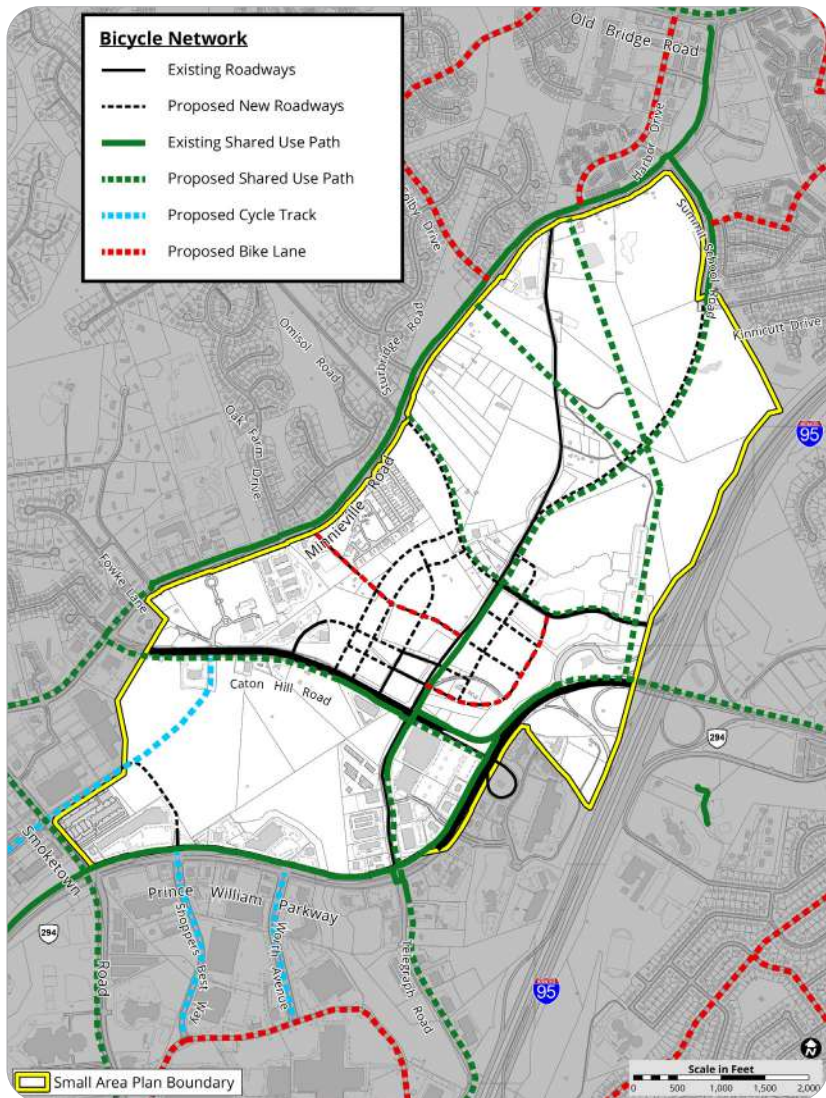
Parkway Small Area Plan (2019)

Prince William County, VA

Prince William County hired the team led by Nelson\Nygaard to develop an updated Small Area Plan of the County's Parkway Employment Center. Nelson\Nygaard developed the transportation element of the plan alongside the Land-Use element of the plan undertaken by RHI.

The overarching theme of the transportation plan is to support multimodal access to and within the Town Center, including access to the existing VDOT commuter lots and the proposed Transit Center. Key elements of the transportation plan include:

- Creating a grid of streets to improve mobility throughout the Parkway Employment Center, specifically the Town Center.
- Establishing a Transit Center multimodal hub to provide facilities and amenities to the users of the existing VDOT commuter lots.
- Enhancing transit service and last mile connections to transit.
- Creating safe bicycle and pedestrian connections.



Additionally, the plan identified urban street types and provided guidance on sections for the types assigned to existing and proposed roadways within the Parkway Employment Center Small Area Plan boundary as per the Prince William County

Design and Construction Standards Manual (DCSM). Services provided for the project included multimodal transportation network, traffic engineering, parking and access evaluation and multimodal facility design.

Metropolitan Branch Trail Safety and Access Study (2015)

Washington, D.C.



This study, which identified key opportunities and a focused action agenda for Trail improvement, was the product of a robust collaboration between the NoMa Business Improvement District, key property owners, the District Department of Transportation, and the Metropolitan Police Department, along with the input of residents and stakeholders. The team listened to input from over 900 unique stakeholders who both use and do not use the Trail. In doing so, it became clear that a multi-tiered approach was necessary for trail improvement—to address safety concerns on the Trail while expanding access to extend the reach, impact, and use of the Trail.

Development of recommendations included consultation with a large group of stakeholders representing various interests in the Trail; repeated visits to the Trail in varying weather

conditions, time of day, and days of the week; and consultation with the general public through innovative outreach events, including meetings on the Trail itself and a very social final meeting at a pop up beer garden adjacent to the Trail. Alternatives were developed based on the variety of input and ideas and a review of best practices and case studies from across the country. A preferred set of alternatives was selected and refined to form an implementation agenda.

Recommended strategies ranged from city-wide policy and system actions to corridor-wide initiatives and interventions at very specific locations. Action items included actors identified to guide implementation, general cost estimates, and targeted timelines for implementation.

Fairfax CUE Access & Technology Study (2019–2020)

Fairfax, VA

The City of Fairfax initiated the Fairfax City-University Energysaver (CUE) Access & Technology Improvement Study to identify and prioritize bus stop improvements across the CUE bus system, with the goals of raising the profile of CUE bus service, improving the customer experience, and making CUE service a more attractive option for potential riders. Funding for the study and implementation came from the I-66 Commuter Choice Program, and a key focus was to identify bus stop improvements that would attract potential commuters to transit as an alternative to driving along the congested I-66 corridor.



Nelson\Nygaard developed a strategy for the City of Fairfax to implement CUE bus stop improvements, both in the short term under the I-66 Commuter Choice Program, and into the future as additional resources and opportunities become available. The study team created a detailed database of all existing CUE bus stops to determine what types of amenities should be recommended for different stop conditions, and to prioritize bus stops for short-term and longer-term investment. A tiered bus stop classification system was developed to determine what types of amenities are appropriate at different types of stops based on stop characteristics.

Nelson\Nygaard also produced a set of bus stop design guidelines for the City of Fairfax, which provide detailed guidance on bus stop facilities including amenities, stop siting, and other considerations, and which ensure that bus stop improvements in Fairfax are implemented consistently over time. The study was also informed by a public survey about bus stop preferences and transit use, which was distributed both online and in person at several pop-up events, and by a literature review that assessed the existing context for bus stops, including existing City policies and plans and industry best practices.

The recommended strategy

included both short-term and long-term implementation based on a prioritization process for all CUE bus stops. In the short term, a first round of high-priority stops was identified for improvement under the I-66 Commuter Choice Program grant funding. A marketing plan was also created to promote the City's first round of bus stop improvements and promote transit to the commuter market under the I-66 Commuter Choice Program. Going forward, a long-term stop prioritization methodology allows the City to quickly identify and pursue bus stop improvements as resources become available.

MWCOG TLC Project: Parking and Trip Generation in Multifamily Residential Developments (2016)

Fairfax County, VA



Areas with a mix of land uses are generally perceived to generate fewer vehicle trips and less demand for parking as compared to conventional, single-use developments. By reducing the distance between residences and everyday destinations, people can choose transit, walking, or bicycling instead of driving a car. However, there has been a lack of empirical data to estimate the trip generation and parking demands for activity centers in rapidly urbanizing suburban areas, particularly those involving multifamily residential units.

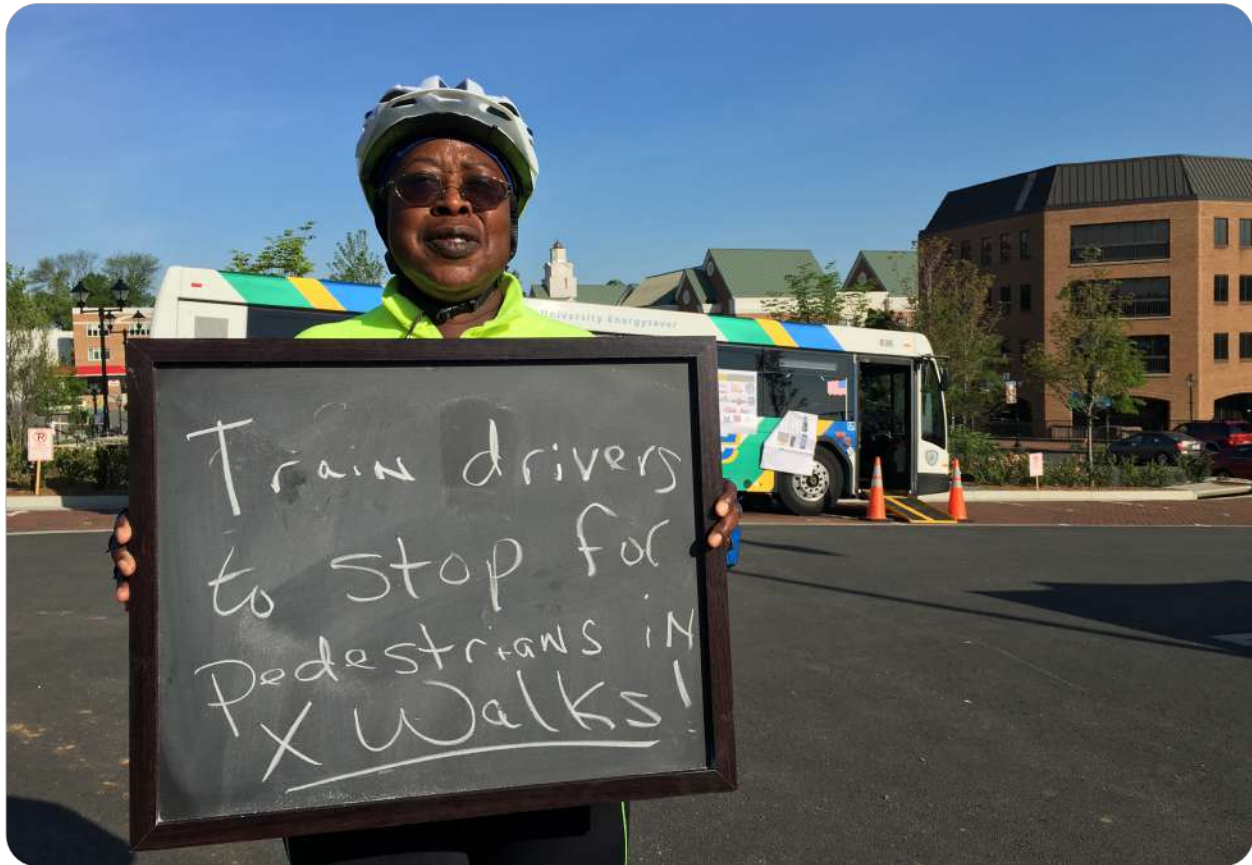
Fairfax County spans just over 400 square miles with a mix of land uses, transportation services, and development patterns. This study measured multimodal trip generation and parking demand in ten multifamily residential developments in different locations across the county. Nelson\Nygaard compared the results to current local zoning requirements and national methods of calculating vehicle

trip generation and parking supply. These requirements in the zoning code are intended to limit any possible spillover effects from residents parking in nearby areas by ensuring enough parking is provided onsite. The results of the study show that maximum parking utilization at the study locations is less than the required parking minimums. Parking utilization trends were generally consistent across all the buildings. The parking areas were generally 80% occupied overnight and dropped to about 20% occupancy during the mid-day period.

An analysis of the actual trip generation and parking garage utilization at 10 multifamily residential properties—compared with the building’s location, transportation options, the price of parking, unit mix, and other factors—found that locations near transit, walking, and biking facilities had fewer vehicle trips than properties located in areas without transportation options.

Fairfax Multimodal Transportation Plan (2016–2017)

Fairfax, VA



The City of Fairfax is a growing and vital city within a robust region. Residential and commercial growth is essential to economic strength, but this growth has also resulted in rising traffic congestion and vehicular impacts that compromise local quality of life. While many of the traditional neighborhoods within the city feature relatively complete sidewalk networks, many neighborhoods lack designated pedestrian and bicycle facilities.

Nelson\Nygaard developed a comprehensive Multimodal Transportation Plan for the Fairfax that will help preserve the high quality of life in the City, enhance resident access to goods and opportunities, and improve public and environmental health. The firm analyzed the existing conditions of multimodal transportation in Fairfax; compiled a list of challenges and

opportunities, informed by national best practices and future trends; and developed a series of recommendations with specific action items to reach those goals, including cost estimates and performance measures. The plan includes extensive consultation with elected officials, agency leaders both within the city and with regional partners, and conversations with residents and stakeholders. The plan provides a clear vision for the future of transportation in Fairfax and is rooted in the core values of the Fairfax community.

This comprehensive Multimodal Transportation Plan provides a roadmap for action over time that builds from the City's many existing mobility assets. These assets served the city in its early history and will support the city in its future.

Key Personnel

To ensure our management approach is executed properly and meets the needs of MWCOG, we have assembled a team of experts with relevant experience in developing a widerange of transportation planning and outreach projects in cities across the United States. Our proposed key personnel are presented here with complete resumes provided in the Appendix.



Christopher Forinash, Principal Principal-In-Charge

Chris is an expert in sustainable transportation and smart growth, helping to create great places where people love to live, work, and play

Chris is the firm's Washington D.C. office lead and Cities & Streets sector co-lead. He brings 25 years of experience in multimodal transportation, including complete streets, transit systems, pedestrian networks, parking policies, and transportation modeling. Prior to joining Nelson\Nygaard, Chris held various key roles at both the Institute for Sustainable Communities and the U.S. Environmental Protection Agency, providing leadership and guidance on complex, multimillion-dollar projects on smart growth and climate change resiliency. He has also chaired the Planning Commission for Arlington County, VA, a complex urban/suburban context.



Iain Banks, Principal Project Manager

Iain is a transportation planner and engineer with 20 years of experience in sustainable transportation.

Iain brings experience in both the public and private sectors, previously serving as transportation planner for the City of Annapolis, Maryland where he was responsible for the city's transit system, active transportation networks, parking properties, and development review. He is an expert in multimodal transportation planning ensuring that the transportation network supports community goals of mobility, economic vitality, and healthy living. Iain's projects have included campus master plans, sustainability plans, citywide bicycle master plans, citywide parking programs and community planning.



Thaddeus Wozniak, Director of Engineering Engineering Lead

Thaddeus fully understands the importance of providing safe and connected infrastructure for all modes and providing connectivity between modes.

Thaddeus is a believer that complete streets planning and design needs to be done at the user level, looking at how a roadway currently operates and how the proposed design will operate for users of each mode. To bring this understanding of the corridor to the project, planners and designers need to experience the corridor through the lens of each mode: as a pedestrian, a person who bikes, transit user, and driver. Over the last decade, Thaddeus has experience in the planning, environmental, and design phases of many complete street corridors. His goal is to bring his experience as a multimodal use into the planning and design of complete streets.



Meritxell Font, Principal **Traffic Impact Analysis Lead**

After 20 years of planning, modeling, and evaluating transportation systems worldwide, Meritxell has built a wide-range and diverse portfolio of projects focused on improving transportation options that provide access to destinations for all users.

Meritxell is a Principal at Nelson\Nygaard and head of the firm's New York Office. She understands travel behavior and the needs of transportation networks for existing and future developments. She specializes in transportation modeling, traffic engineering, complete streets, transit, and parking. Her project portfolio includes transit systems, multimodal networks, traffic analysis, short and long-term transportation plans, as well as mobility plans focused on building transit-oriented and sustainable communities.



Theresa Carr, Principal **Multimodal Lead**

Theresa is an economist, planner, and project manager with 20 years of multimodal transportation planning and leadership experience.

Theresa is the head of Nelson\Nygaard's Boston office, leading the firm's strategic growth in New England. Her project management experience spans from long-range transportation planning and public involvement to alternatives analyses, environmental documentation under the National Environmental Policy Act (NEPA), and conceptual design. Theresa's leadership skills center on staff growth, retention, and teambuilding through small but regular actions to make sure all team members understand the value of their contributions and are empowered to raise new ideas.



Alyson Fletcher, Principal **Active Transportation Lead**

Alyson specializes in active transportation and multimodal street masterplans and designs including walkability studies, multimodal corridor plans, and trail safety plans.

Alyson has an interdisciplinary background in architecture, planning, and landscape architecture which allows her to blend together an attention to detail and see the bigger picture in a project's context. In addition to her strong design and policy analysis skills, she has considerable experience graphically representing multimodal design ideas through 3-D modeling and rendering.



Emily Oakford, Senior Associate **Planning Lead**

Emily is passionately committed to better connect communities with safe, accessible, and affordable transportation options in her professional and personal life.

Emily's professional experience in both the public and private sector allows her to understand client needs and expectations, clarifying stakeholder and decision-maker interests into an executable plan forward. Prior to joining Nelson\Nygaard, Emily worked in the DC metro region as a planning consultant developing master plans for federal clients, a development review planner for the City of Alexandria, and an associate at a non-profit organization working to build stronger support for green infrastructure.



Brynn Leopold, Senior Associate

Project Planner

Brynn is a talented transportation planner bringing geospatial analysis, public engagement, and climate change adaptation experience to her work supporting the firm's expertise in enhancing multimodal accessibility and parking demand management.

Brynn has focused on connections between land use and transportation, street design, and curbside management. Her recent experience focuses on parking management projects, which encompass best practices for policies and designs to realize social and fiscal benefits. She has helped to develop parking and circulation recommendations for a number of studies ranging from small rural communities in New England to large-scale downtown parking plans in Memphis, Tennessee.



Yanisa Techagumthorn, Associate

Equity Project Planner

Yanisa views public transit as a tool for improving people's lives, including combating economic and environmental injustice.

Yanisa's expertise includes transit market and operations analyses, transit governance design, bus electrification, and equity in transportation. She brings skills in research, data analysis, GIS, data storytelling, and writing. She works to ensure that the shift to a more multimodal world is inclusive of all communities.



F

Cost Proposal

Management Approach and Cost Considerations

Nelson\Nygaard has successfully managed projects of similar size and complexity to the TLC projects outlined in the RFQ (range of \$30,000–80,000) as well as smaller and larger projects. To best serve MWCOG and member communities, we propose a local project management team with specific experience and expertise with the jurisdictions and a wide-range of project and task subject matter expertise. Local D.C. office lead and co-sector lead Chris Forinash will be Principal-in-Charge (PIC) and actively involved in any project awarded from this contract. He will ensure technical quality as well as be a conduit for MWCOG and the jurisdiction project manager. On projects where we have subconsultants, each will have a designated project manager to ensure we have clear communications supporting efficient collaboration across firms. If appropriate, subconsultant staff will serve as responsible task managers reporting to the Nelson\Nygaard project manager. The Nelson\Nygaard project manager remains the primary point of contact for MWCOG and member jurisdiction staff.

We recognize that with specific, fixed scopes and budgets, a key to successful delivery of MWCOG TLC projects is effectively managing project resources. MWCOG and jurisdiction staff can be assured of receiving quality and timely products. Budget risks are the responsibility of consultant staff, and Nelson\Nygaard routinely works in similar fixed-budget, fixed-scope contexts under not-to-exceed contracts. We have proven tools to manage projects and well-developed internal methods that ensure we deliver as promised.

At Nelson\Nygaard, our approach to project management is straightforward yet multifaceted. We select our most experienced principal staff to lead our projects, form teams where staff experience is aligned with project need and deliver the highest quality products in the industry. Our project managers work collaboratively with client staff. Long-standing relationships with clients are positive proof of this approach.

Keys to our project management success include:

Clear and detailed work plan and schedule.

Our project managers have successfully delivered projects across the country, of all scales. We have a proven process and understand the temporal requirements of each step, know what data to ask for early, and which milestones require stakeholder and policy maker inputs.

Partnerships with subconsultants. Equally important to our working relationships is the communication with subconsultants. All team members report directly to our project manager for scheduling, coordination, and administrative issues. We copy all members of the team when communicating between project participants and schedule regular team meetings.

Quality control procedures. We have well-established protocols for project kickoff through planning completion, delivery of final documents, and project closeout. Our Project Management Handbook includes requirements for establishing a realistic scope of services, work tasks, schedule, and fees; coordinating team member and subconsultant work responsibilities; establishing criteria for maintaining consistent monthly invoicing and status reports; and review of work products before client delivery.

Regular, consistent communication.

We will establish biweekly (or weekly or monthly, depending on project scale) project management meetings with the client project management team. We find that holding regular consistent project meetings works effectively maintain the project budget and schedule as well as providing a good cadence for the project team.

Technically driven. Because our project management team members are also technical experts, we are able to focus project management meetings and activities on substantive discussion around technical work and delivering process decisions quickly.

PROJECT MANAGEMENT SOFTWARE

Nelson\Nygaard maintains multiple methods for monitoring and managing projects internally including software for workload projections; milestone, key deliverable, and budget tracking; and utilization monitoring tools. These powerful tools allow the project manager to manage projects in numerous ways including the ability to set budgets by task (or subtask) and determine exactly how much has been billed to a specific task or phase of the project. For every project, Nelson\Nygaard develops a timeline that identifies specific deliverable dates for all tasks, staff responsibilities, and dates for all presentations and meetings with the client and/or public. Updated outlines are distributed to the client as the project progresses and/or changes.

PROGRESS REPORTS

Our project manager will send a monthly progress report identifying the total number of hours worked, the specific tasks and accomplishments, and the remaining project budget. This monthly report also discusses the status of all tasks, hours remaining for each task, and estimated completion date of future tasks.

INTERNAL COMMUNICATION

Over the years, Nelson\Nygaard has developed an informal, but highly effective means of communication among team members. All professional staff proposed for this project have worked closely together in the past. To ensure a high level of communication within the team and carry it over to the client, we hold an internal team kickoff meeting to explain the project in detail to team members. The goal of the kickoff meeting is to ensure that all team members understand the complexities of the project throughout its scheduled progression.

CONSISTENCY AND QUALITY CONTROL

It is not uncommon to have several team members review a document before presenting a draft version to the client. All Nelson\Nygaard staff members will report directly to the project manager for all scheduling, coordination, and administrative issues. We regularly copy all members of the team when communicating between project participants.

CLIENT CONTACT

Clear, concise, and regular communication between our team and client members is absolutely essential for a successful plan. Our highly skilled project manager will serve as the primary point of client contact and will be responsible for ensuring the quality of all project deliverables. The project manager will be present at the kickoff meeting, all major meetings, and scheduled events throughout the course of the project to ensure consistent project oversight and management. Our project managers provide significant project management experience and is supported by other team members who will provide project management support and serve as a secondary contact to MWCOG.

Key Personnel Hourly Billing Rates

| Job Classification | Fully Burdened Billing Rate |
|-----------------------------|-----------------------------|
| Principal 8 | \$325.00 |
| Principal 7 | \$300.00 |
| Principal 6 | \$275.00 |
| Principal 5 | \$255.00 |
| Principal 4 | \$230.00 |
| Principal 3 | \$215.00 |
| Principal 2 | \$200.00 |
| Principal 1 | \$185.00 |
| Senior Associate Engineer 2 | \$185.00 |
| Senior Associate Engineer 1 | \$170.00 |
| Senior Associate 2 | \$170.00 |
| Senior Associate 1 | \$155.00 |
| Associate EIT 2 | \$150.00 |
| Associate EIT 1 | \$120.00 |
| Associate 2 | \$135.00 |
| Associate 1 | \$105.00 |
| Intern | \$75.00 |
| GIS Manager | \$155.00 |
| Senior GIS Analyst | \$135.00 |
| Senior Designer | \$135.00 |
| GIS Analyst | \$115.00 |
| Designer | \$115.00 |
| Junior GIS Analyst | \$105.00 |
| Junior Designer | \$105.00 |



G

References

ATTACHMENT C

CONTRACT REFERENCES

CONTRACTOR: Nelson\Nygaard Consulting Associates, Inc.

PROVIDE A MINIMUM OF THREE (3) REFERENCES FROM CUSTOMERS THAT ARE CAPABLE OF DISCUSSING YOUR COMPANY'S ABILITY TO PERFORM CONTRACTS OF COMPARABLE SIZE AND SCOPE. It is imperative that accurate contact names and phone numbers be given for the projects listed. All references should include a contact person who can comment on the company's ability to perform the services required under this contract. The company should insure that telephone numbers and contact names given are up-to-date and accurate.

Reference Number 1

1. Name of Client Organization: District Department of Transportation
2. Name and Title of Point of Contact (POC) for Client Organization:
William Handsfield Active Transportation Manager
3. Phone Number of POC: 202-671-3378
4. Approximate Value of Contract: \$500,000
5. Duration of Contract: 1 Year
6. Description of Services Provided:
Bicycle and pedestrian safety and access studies; streetscape and public space plans;
cost estimates of improvements; preliminary/schematic drawings site plans; and site surveys

Reference Number 2

1. Name of Client Organization: District Department of Transportation
2. Name and Title of Point of Contact (POC) for Client Organization:
Regina Arlotto Transportation Planner
3. Phone Number of POC: 202-671-4602
4. Approximate Value of Contract: \$440,000
5. Duration of Contract: 1 year
6. Description of Services Provided:
Bicycle and pedestrian safety and access studies; Safe Routes to School planning;
streetscape and public space plans; and cost estimates of improvements

Reference Number 3

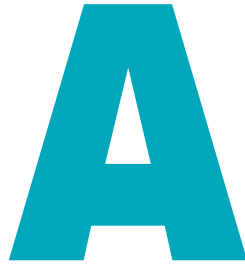
1. Name of Client Organization: NoMa Business Improvement District
2. Name and Title of Point of Contact (POC) for Client Organization:
Robin Eve Jasper Business Improvement District President
3. Phone Number of POC: 202-289-0111
4. Approximate Value of Contract: \$24,000
5. Duration of Contract: 1 year
6. Description of Services Provided:
Bicycle and pedestrian safety and access studies; streetscape and public space plans;
and cost estimates of improvements

Reference Number 4

1. Name of Client Organization: City of Fairfax, VA
2. Name and Title of Point of Contact (POC) for Client Organization:
Chloe Ritter Multimodal Transportation Planner
3. Phone Number of POC: 703-273-5652
4. Approximate Value of Contract: \$47,960
5. Duration of Contract: 1 year
6. Description of Services Provided:
Transit demand and feasibility analysis; transit demand analysis; cost estimates of improvements

Reference Number 5

1. Name of Client Organization: Metropolitan Washington Council of Governments
2. Name and Title of Point of Contact (POC) for Client Organization:
Lamont Cobb Transportation Planner
3. Phone Number of POC: 202-962-3234
4. Approximate Value of Contract: \$35,000
5. Duration of Contract: 1 year
6. Description of Services Provided:
Trail planning and design; zoning and development design standards;
and parking management planning



Appendix: RFQ Required Form

ATTACHMENT B

**CERTIFICATION
REGARDING
DEBARMENT, SUSPENSION, AND
OTHER RESPONSIBILITY MATTERS**

The prospective vendor certifies to the best of its knowledge and belief that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any department or agency of the District of Columbia, State of Maryland or the Commonwealth of Virginia or any of the 22 jurisdictions comprising the membership of the Metropolitan Washington Council of Governments (COG);
- Have not within a three year period preceding this date been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated above of this certification; and
- Have not within a three-year period preceding this date had one or more public transactions (Federal, State or local) terminated for cause or default.

Vendor understands that a false statement on this certification may be grounds for rejection of any submitted proposal or quotation or termination of any award. In addition, under 18 U.S.C. § 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both if federal funds are being used to support the procurement.

Nelson\Nygaard Consulting Associates, Inc.

Typed Name of Vendor

Jennifer Wieland, Managing Director

Typed Name & Title of Authorized Representative



Signature of Authorized Representative

March 19, 2021

Date

B

Appendix: Key Personnel Resumes



PRINCIPAL

CHRISTOPHER FORINASH

SELECT EXPERIENCE

Project Role

Principal-In-Charge

Education

M.S., Civil Engineering,
Northwestern University

B.S., Engineering,
Duke University

Decongestion Pricing Study (Washington, DC) 2019—

Ongoing. Project Manager for the first study of roadway pricing in the DC region, with goals of increasing equity and system performance through congestion mitigation and revenue reinvestment. Scope includes a major report on transportation equity and associated metrics, along with the development and analysis of pricing strategies, their benefits and costs to individuals and the system, and a prospective view of how new revenue might support sustainable transportation.

15th Street Bicycle Safety Improvements, District Department of Transportation (Washington, DC) 2020—Ongoing.

Principal-in-Charge for creation of high-profile connection of 15th Street cycle track, the main commuter route between northern Virginia and downtown Washington, DC. This route connects existing protected cycle tracks by the White House, including on Pennsylvania Avenue, past the Ellipse, across the National Mall by the Washington Monument, and past the Tidal Basin and Holocaust Museum.

DC Safe Routes to School Planning Assistance, District Department of Transportation (Washington, DC) 2020—

Ongoing. Principal-in-Charge for development and implementation of DC's first major safe routes to schools program. Creating program design, materials, in-school activities, data collection and analysis to work with eight schools in first year, to be followed by eight or more additional schools in second year. Also doing site-level analysis of infrastructure needs for up to 20 additional schools.

Carbon Neutral 2050 Strategy (Washington, DC) 2019—

Ongoing. Principal-in-Charge for the transportation elements of this ambitious, multi-sector strategy for the city of Washington to achieve carbon neutrality by 2050. Building on the Mayor's pledge in 2018, this strategy blueprint will define and measure carbon neutrality, perform a technical assessment of candidate policies and programs, and develop a roadmap for change.

CHRISTOPHER FORINASH

Principal

District Mobility Plan, Confidential Client (Washington, DC) 2019–Ongoing.

Project manager for multimodal mobility plan and implementation in near Southeast neighborhood. This mixed-use redevelopment has been built to-date with abundant parking, and future phases will balance it with demand management strategies. Scope includes shared parking analysis, multimodal plan development, and potentially a transportation management authority providing a personal mobility wallet and other services.

Campus Plan, American University (Washington, DC) 2019–Ongoing.

Project manager for transportation components of this plan update for an urban context serving 13,000 undergraduate and graduate students and 2600 faculty and staff. Work includes shuttle planning and operations; parking management; transportation demand management (TDM) program; multimodal improvements for walking, biking, scooters, etc.; and vehicle traffic mitigation.

Zoning Parking Requirements for Large Malls, Department of Planning and Development (Fairfax County, VA) 2019.

Manage task order to analyze national and County trends in parking at large malls, to support change in zoning requirement from 4 per 1000 SF to 2.5 per 1000 SF. Change approved by Fairfax County Board of Supervisors in December 2019.

Strategic Plan Support, County Executive's Office (Fairfax County, VA) 2019–Ongoing.

Provide advisory services, policy analysis, and information resources to support Fairfax County's generational strategic plan development.

Comprehensive Plan, City of Charlotte (Charlotte, NC) 2018–Ongoing.

Transportation lead on team developing the first comprehensive plan for this large and growing city. Plan is firmly grounded in equity and inclusion. Work includes development of multimodal transportation alternatives to complement development alternatives based in place typology, related public engagement, and code development.

American Cities Climate Challenge, Bloomberg Philanthropies and Natural Resources Defense Council (25 cities nationwide) 2019–Ongoing.

Project manager for support to cities on transit improvements, parking and demand management, and congestion pricing to reduce greenhouse gas emissions. Leading engagements with Charlotte, Chicago, Philadelphia, and Washington, DC.

Residential Redevelopment, Confidential Client (Arlington, VA) 2018–Ongoing.

Project manager for support of owner's redevelopment of 36-acre site near new Amazon HQ2. Scope includes multimodal transportation impacts assessment, transportation demand management plan, parking plan, and narrative and analysis to support public engagement.

Equitable Economic Development and Mobility Strategy (Grand Rapids, MI) 2019–Ongoing.

Principal-in-Charge overseeing development of Vision Zero and Transportation Demand Management strategies in service of broader equitable development strategy.

Parkway Employment Center Small Area Plan, Prince William County (Woodbridge, VA) 2019.

Led team for this quick-response development of a preferred land development alternative, accompanying transportation system changes, and design guidelines for this growing area of urbanizing Prince William County. Result focused mixed-use development in a new town center, while preserving open space, increasing connectivity, and managing continued presence of park-and-ride demand.

Comprehensive Access and Mobility Plan, City of Rochester (Rochester, NY) 2017–

2019. Project manager for this citywide plan, which included extensive public engagement focused on the most vulnerable system users, five modal plans, five concept plans for priority projects, and a street design guide.



PRINCIPAL

IAIN BANKS, PTP

SELECT EXPERIENCE

Arlington County TDM Monitoring Program (Arlington, VA)

2016-Ongoing. Project Manager. Supported the transportation monitoring requirements for building owners to better understand travel behavior responses to transportation demand management. At residential, commercial, and mixed use properties located across the county, Nelson\Nygaard is conducting a survey of travel patterns at the building, parking utilization, TDM measures, and resident or employee awareness of the TDM program. The results of the study will be used by ACCS to evaluate how well Arlington County transportation and parking policies serve the County.

DC Safe Routes to School Planning Assistance, District Department of Transportation (Washington DC) 2020–

Ongoing. Planner. This is one-year planning assistance project considers engineering, behavioral, social, and environmental factors to improve and enhance the safety of students that walk and bike to school. The project scope includes spot safety analysis and recommendations for engineering enhancement for 18 schools within Washington, DC, as well as activities, events, and program coordination for eight of those schools.

15th Street Bicycle Safety Improvements, District Department of Transportation (Washington DC) 2020.

Deputy Project Manager. The study will explore opportunities to provide a fully separated bicycle facility on this heavily used route for bike commuters and visitors. Analysis will also include traffic simulation using detailed microsimulation tools, to test a variety of traffic and bike scenarios. It will model traffic diversions that could result from building concepts and assess their impact on the local transportation network. It will analyze on-street parking, bus transit facilities, and other curbside uses and assess their impacts on the local transportation network.

Metropolitan Branch Trail Safety & Access Study, NoMa Business Improvement District (Washington DC) 2015.

Senior Planner. Nelson\Nygaard worked with the NoMa Business Improvement District, Metropolitan Police Department, and District Department of Transportation to analyze conditions on the Metropolitan Branch Trail and develop a series of recommendations for safety and access. This effort included significant public outreach and stakeholder interaction, production of maps, concept renderings, and other materials, and extensive research on urban trail safety and accessibility.

Project Role

Project Manager

Education

M.S., Transportation Engineering and Planning, University of Southampton, England

B.A., Geography, University of Portsmouth, England

Professional Affiliations

Certified Professional Transportation Planner (TPCB/ITE)

Member, Institution of Transportation Engineers (ITE)

Member, Association of Pedestrian and Bicycle Professionals (APBP)

District Mobility Plan, Confidential Client (Washington, DC) 2019–Ongoing.

Project manager for multimodal mobility plan and implementation in near Southeast neighborhood. This mixed-use redevelopment has been built to-date with abundant parking, and future phases will balance it with demand management strategies. Scope includes shared parking analysis, multimodal plan development, and potentially a transportation management authority providing a personal mobility wallet and other services.

Downtown Memphis Parking Study, City of Memphis (Memphis, TN) 2018–2019.

Project Manager. Comprehensive parking management plan to recommend strategies for on- and off-street parking resources to minimize congestion, maximize access, and improve overall mobility in the Downtown area and the Memphis Medical District.

Downtown Poughkeepsie Parking Improvement Plan, City of Poughkeepsie (Poughkeepsie, NY) 2018. Project Manager.

Comprehensive parking management plan to implement strategies for on- and off-street parking resources to support the continued revitalization and economic growth of the City's downtown.

Downtown Parking Strategy, City of Charlottesville (Charlottesville, VA) 2016.

Project Manager. Comprehensive parking management plan to implement strategies for on- and off-street parking resources to minimize congestion, maximize access, and improve overall mobility in the city leveraging the multimodal networks and in collaboration with the University of Virginia.

Curbside Management Plan, District DOT (Washington DC) 2014.

Comprehensive plan for management of the public curbside including metered commercial parking, loading and deliveries, residential and visitor permit parking, and ADA parking accommodation.

moveDC Long Range Transportation Plan (Washington, DC) 2014. Senior Associate.

Analysis and planning for the transit, pedestrian, bicycle, parking, and TDM elements of Washington DC's 30-year Long Range Transportation Plan.

Institutional Parking and TDM Strategy (Washington DC) 2014. Senior Associate

for a large-scale; multi-campus institution (confidential client) seeking to better manage parking and access to improvements to attract and retain top quality talent, better manage transportation resources, and meet their strategic goals.

Bicycle & Pedestrian Master Plan Update, City of Alexandria (Alexandria, VA) 2016.

Senior Associate. The Transportation Master Plan to reflect changes that have occurred since 2008, including the Complete Streets policy, Capital Bikeshare program, and a move toward implementing on-street bicycle facilities. In addition, the City has developed an accompanying Complete Streets Design Guidelines Manual.





PRINCIPAL AND DIRECTOR OF ENGINEERING

THADDEUS WOZNIAK, PE

SELECT EXPERIENCE

15th Street Bicycle Safety Improvements, District Department of Transportation (Washington DC) 2020–Ongoing.

Engineering Lead. Nelson\Nygaard is leading the consultant team to provide planning and design assistance for the District Department of Transportation (DDOT)'s Bicycle Program, exploring opportunities to provide a fully separated bicycle facility along 15th Street NW. Thaddeus is serving as the design team for the preliminary engineering for the interim project and the conceptual design for the full-built out.

East County Integrated Transit Study (Antioch and Brentwood, CA) 2020–Ongoing.

Project Manager. Nelson\Nygaard is leading the efforts to provide the planning context and conceptual plan for providing a fast, frequent, high capacity, zero-emission electric transit connection between Antioch and Brentwood in East Contra Costa County. Objectives of the study include improving access to and connections between local, regional, and intra-city transit services from East Contra Costa County; seeking meaningful community input to guide development of future integrated transit service in East Contra Costa County; supporting the development of the East County Intermodal Transit Center in Brentwood and encouraging transit-oriented development along the proposed service route; and ensuring safe access to the transit system for active transportation modes, including pedestrians and bicyclist. Thaddeus is the consultant-team project manager for the study.

Silver Line Extension Alternatives Analysis, Massachusetts Department of Transportation (Boston, MA) 2020–Ongoing.

Segment Design Lead. Nelson\Nygaard is leading the consultant team to assess the feasibility, utility, and cost of various alignment and service frequency options of an extension of the Silver Line BRT from Chelsea through Everett to Glendale Square and on to Sullivan Square, North Station, Lechmere or Kendall Square. The analysis includes the development of conceptual designs for alternatives, as well as modeling how the alternatives would interact with other existing services, parking, and transportation demand management policies. The intended outcome of this effort is a report containing the information necessary for MassDOT/MBTA to select a preferred alternative to move into design. Thaddeus is leading the conceptual design of the Somerville to Cambridge segment of the project.

Project Role

Project Engineer

Education

B.S. Civil Engineering,
Massachusetts Institute of
Technology, Cambridge,
MA

Professional Registrations

Professional Civil Engineer:
AZ, CO, CA, DC, FL, HI,
MD, MA, NV, OR, PA, TX,
UT, WA

THADDEUS WOZNIAK, PE
Principal and Director of Engineering

Climate Adaptation and Resilience Plan, Town of Corte Madera (Corte Madera, CA) 2019–Ongoing. Project Planner. Thaddeus provided conceptual design, cost estimating, construction impacts analysis for this effort combining planning and public outreach to develop a forward-thinking and cutting-edge plan for this at-risk town to accommodate and manage future risks from sea-level rise, increasing strong storms, and wildfires. Work focuses on multimodal strategies and infrastructure changes to support everyday mobility needs as well as resilient responses to acute and ongoing changes.

Grand Avenue Mobility Plan, Oakland Department of Transportation (Oakland, CA) 2019–Ongoing. Project Manager. Nelson\Nygaard is assisting the Oakland Department of Transportation in the analysis of existing conditions and the development of transit improvements for Grand Avenue in the City of Oakland. As part of this project, Nelson\Nygaard is analyzing existing transit travel time and delay and parking and loading capacity and utilization and presenting transit priority and transit facility options along the corridor to improve existing bus service, and potential additional bus service, along the corridor. Nelson\Nygaard is also assisting in developing conceptual cost estimate for the improvements and a phasing plan to maximize transit benefits. Thaddeus is leading Nelson\Nygaard's efforts on the project.

Golden Gate Park Access and Traffic Calming, San Francisco Recreation & Parks (San Francisco, CA) 2019–2020. Principal-in-Charge. Nelson\Nygaard is assisting San Francisco Recreation & Parks in identifying tools and strategies to achieve the goals of improving park safety, reducing cut-through traffic in the park, traffic calming, and improving access to the park, culminating in a design workshop to discuss potential options, a strategy document laying out a roadmap for implementation options, and concepts for revisions to the circulation network within the park. Thaddeus oversaw Nelson\Nygaard's efforts on the project.

On-Call Transportation Planning and Support Services, San Mateo County Transportation District (San Carlos, CA) 2020–Ongoing. On-Call Contract Manager. Nelson\Nygaard is leading a consultant team to provide on-call transportation planning and support services to the San Mateo County Transportation District, including a comprehensive operations analysis that focuses on improving the experience for riders, growing ridership, and being an efficient and effective mobility provider and providing technical assistance to the San Mateo County Paratransit Coordinating Council (PCC) to enhance the quality of ADA paratransit services to the disabled community. Thaddeus is serving as the On-Call Contract Manager, overseeing the activities of Nelson\Nygaard and its subconsultants.





PRINCIPAL

MERITXELL FONT, PTP

SELECT EXPERIENCE

Project Role

Traffic Impact Analysis
Lead

Education

M.S./B.S., Civil
Engineering (emphasis in
Transportation Planning),
Polytechnic University
of Catalonia, Barcelona,
Spain

Certificate, Business
Planning, Esade Business
School, Barcelona, Spain

Belmont High School Traffic Consultant, Town of Belmont (Belmont, MA) 2017–2018. Meritxell served as the project manager for the existing conditions analysis and traffic impact analysis for Belmont High School. The team was led by Perkins+Will.

Route 9 Active Transportation Conceptual Design Plan, Village of Irvington (Hastings-on-Hudson to Tarrytown) 2017–2018. Meritxell is serving as the project manager for this project to provide a conceptual design plan to improve the pedestrians and bicyclists facilities throughout the corridor.

Route 119 Complete Streets Conceptual Design Plan, Village Consortium/Town of Greenburgh (Town of Greenburgh, NY) 2017–Present. Meritxell is serving as the deputy project manager for this project to provide a new design for Route 119 from Tarrytown NY to White Plains NY to accommodate all transportation modes and provide different transportation options to its users.

MBTA Systemwide Station Access study, MASSDOT (Boston, MA) 2019-ongoing. Meritxell is responsible for developing a multimodal demand forecasting tool to help MassDOT and the MBTA evaluate current and future rail station access. The tool will include information on access mode, auto and bicycle parking availability, multimodal connectivity, transit service, pricing, and fares.

NYC Curbside Management Study and Parking Blueprint, NYC DOT (New York, NY) 2015–2016. Meritxell was responsible for the data-driven analysis to classify NYC DOT on-street parking metered areas based on the neighborhood socioeconomic, transportation and land-use characteristics using cluster analysis.

Peekskill Downtown Parking Study, City of Peekskill (Peekskill, NY) 2017-2018. Meritxell managed the data-driven analysis to understand the demand and supply of downtown Peekskill and based on that, she led the proposal of several short and long term recommendation to optimize the parking resources and improve wayfinding.

MERITXELL FONT, PTP Principal

Eglinton West LRT Streetscape and Planning Study, City of Toronto (Toronto, ON) 2018–Ongoing. In a team led by P+W, Meritxell is serving as the Principal-in-charge for the multimodal and commuter parking assessment for the LRT extension design concept along Eglinton Ave.

Rochester Comprehensive Access and Mobility Plan, City of Rochester (Rochester, NY) 2018–Ongoing. Deputy project manager and leader of the Street Design Guide for this plan, which includes extensive public engagement focused on the most vulnerable system users, five modal plans, five concept plans for priority projects, and a street design guide.

Fayetteville Multimodal Transportation Plan, City of Fayetteville (Fayetteville, AR) 2015–2018. Deputy project manager. The Plan objective is to meet increased capacity needs while establishing clear links between all transportation modes, encouraging more transit use and operational efficiency, through network analysis and public engagement.

Lake Avenue Bicycle Infrastructure Plan, City of Lakewood (Lakewood, OH) 2018–Ongoing. Principal-in-Charge for a study of bicycle enhancements on Lake Avenue, a priority bike route that connects multiple communities on the west side of Cleveland. Scope includes parking and traffic analysis of the corridor, generating recommendations for cross-sections and intersection alignments.

Forest Park Great Streets, East-West Gateway Council of Governments (St Louis, MO) 2016–2018. Meritxell is the traffic lead of the transportation networks analysis and proposals in and around Forest Park., providing multimodal transportation management and improved street designs that will enhance safety and access to and from the park and its many institutions.

Columbus Downtown Strategic Development Plan, City of Columbus (Columbus, IN) 2017–2018. Meritxell is serving as the project manager for this effort, which includes evaluating the existing transportation networks and providing street design guidance and circulation for future improvements.

Banning Lewis Ranch Master Plan (Colorado Springs, CO). In a team led by AECOM, Meritxell is responsible for the traffic analysis and transportation network evaluation of this Master Plan, which will house over 150,000 new residents and 40,000 new jobs in the eastern edge of the city.

NJ Transit TOD Policy, NJ Transit (Newark NJ) 2019–Ongoing. Meritxell is deputy project manager for this project, which goal is to draft a Transit-Oriented Policy for NJ Transit, and develop a Parking Replacement Model tool to evaluate potential developments around station and its impact on station access options.

Metro-North Parking Opportunities/ Constraints Study, Metro-North Railroad (New York, NY) 2019–Ongoing. Meritxell is leading the parking demand forecast of each Metro-North rail station in Westchester County NY as a result of the implementation of the congestion pricing in Manhattan NY.





PRINCIPAL

THERESA CARR, AICP

SELECT EXPERIENCE

Project Role

Multimodal Lead

Education

Master of Urban and
Regional Planning (MURP),
Portland State University

B.A., Economics,
Boston College

Professional Certification

Member, American
Planning Association
2003–present;
Transportation Planning
Committee 2016–present

MassDOT Silver Line Extension Alternatives Analysis, MassDOT (Boston, MA) 2020–Ongoing. Project Manager. Theresa is managing this project to study alternatives for an extension of the MBTA's Silver Line BRT from Everett to downtown Boston. The project includes extensive online engagement in one of greater Boston's most diverse areas to meet the challenges of the COVID-19 pandemic.

MBTA Systemwide Station Multimodal Access Demand Study, MassDOT (Boston, MA) 2019–2020. Theresa is overseeing this project to study the demand for parking and multimodal access at every commuter rail station in the MBTA's system—the first study of its kind conducted by the MBTA. The firm will make recommendations for better managing the MBTA's parking and station area assets, with the potential for increased parking revenue, increased ridership, and improved customer experience.

GoBoston 2030 Implementation, City of Boston (Boston, MA) 2019–Ongoing. Theresa is managing this effort to develop a tool that helps Boston's Transportation Division prioritize use in constrained right-of-way with multiple, competing priorities. The effort will support agency staff as it looks to make a different set of transportation decisions from the way it has done in the past, by looking beyond car level-of-service towards a more multimodal set of performance metrics.

Dorchester Avenue Transportation Plan, City of Boston (Boston, MA) 2019–Ongoing. Theresa is managing this multimodal transportation study for Boston's Planning and Development Agency. The study area is within a three-mile radius of most of the major employment districts in the Commonwealth of Massachusetts including the Seaport, downtown Boston, the Back Bay, and Kendall Square, and is experiencing tremendous development pressures. Located on the segment of the red line subway that is the most constrained in the system (and experienced a recent derailment), Theresa and her team are preparing recommendations that will inform the City as it works with developers to build out a multimodal street network, create new connections, and invest in the short-and long-range transit network.



SENIOR ASSOCIATE

ALYSON FLETCHER

SELECT EXPERIENCE

Project Role

Active Transportation Lead

Education

M.C.R.P., Cornell University,
NY

M. Landscape Architecture,
Cornell University, NY

M.A., Art & Art History,
Literary & Cultural Studies,
College of William & Mary,
VA

Downtown Austin Butler Trail Safety & Mobility Study, The Trail Foundation and PARD (Austin, TX) 2019–Ongoing.

Alyson is serving as the Deputy Project Manager and lead for engagement and design policy on this plan to evaluate the access, equity, and ecology factors that contribute to overall safety, mobility, and hospitality for all users of Austin's iconic landmark trail in Downtown Austin.

Downtown Rogers Street Design Study and Poplar Parkway Protected Bike Lane Design, City of Rogers (Rogers, AR) 2018–2019.

Alyson was the project manager to assess how the street network in downtown Rogers can balance mobility for all users, including how well its parking supply supports adjacent uses and reduces speeding and how Rogers can improve walking and biking connectivity to and within the downtown area. After this project completed, she was engaged to develop the 10% concept design for a cycletrack in the study area, which has been branded as the Poplar Parkway and will break ground for construction in late 2020.

Ala Wai Bike-Pedestrian Bridge Alternatives Analysis, City of Honolulu (Honolulu, HI) 2018–Ongoing. Alyson served as the graphic designer and led the federal evaluation process for this data-driven alternatives analysis to determine how best to improve crossings of the Ala Wai Canal.

Houston Bagby Street Cycletrack Design, Houston Downtown Redevelopment Authority (Houston, TX) 2018–2019.

As an advisor to the prime design firm, Alyson provided design peer review, QAQC, and drawing markups for the design of a two-way sidewalk-level cycletrack streetscape along Bagby Street in Downtown Houston. The project broke ground in January 2020.

Downtown Rogers Street Design Study, City of Rogers (Rogers, AR) 2018–Ongoing.

Alyson is the project manager to assess how the street network in downtown Rogers can balance mobility for all users, including how well its parking supply supports adjacent uses and reduces speeding and how Rogers can improve walking and biking connectivity to and within the downtown area.



SENIOR ASSOCIATE

EMILY OAKSFORD, AICP, LEED AP

SELECT EXPERIENCE

Project Role

Planning Lead

Education

M.C.R.P., University of
Pennsylvania, PA

B.S., Psychology, minor
in Environmental Studies,
University of Florida, FL

Professional Certifications

AICP Accreditation,
American Planning
Association - AICP, since
November 2012

LEED Accredited
Professional, Building
Design and Construction
- LEED AP BD+C, since
August 2010

DC Safe Routes to School Planning Assistance, DC Department of Transportation (Washington, DC) 2020.

Deputy Project Manager. This is one-year planning assistance project considers engineering, behavioral, social, and environmental factors to improve and enhance the safety of students that walk and bike to school. The project scope includes spot safety analysis and recommendations for engineering enhancement for 18 schools within Washington, DC, as well as activities, events, and program coordination for eight of those schools. As a member of the project team, Emily has assisted with local coordination with the consultant team, on-site data collection, map production, analysis, and recommendations list development.

15th Street Bicycle Safety Improvement, District Department of Transportation (Washington DC) 2020.

Planner. This study will explore opportunities to provide a fully separated bicycle facility on this heavily used route for bike commuters and visitors. Analysis will also include traffic simulation using detailed microsimulation tools, to test a variety of traffic and bike scenarios. It will model traffic diversions that could result from building concepts and assess their impact on the local transportation network. It will analyze on-street parking, bus transit facilities, and other curbside uses and assess their impacts on the local transportation network.

Campus Master Plan Transportation Analysis, Demand Management Plan, and Campus Shuttle Plan Update, American University (Washington, DC) 2019-2020.

Planner. As a member of this project, Emily has helped to assist in the analysis and production of maps required as part of D.C.'s development review process for a campus master plan update.



SENIOR ASSOCIATE

BRYNN LEOPOLD, LEED AP

SELECT EXPERIENCE

Project Role

Project Planner

Education

M.C.P., City and Regional Planning, University of Pennsylvania

M.U.S.A., Urban Spatial Analytics, University of Pennsylvania

B.A., Government, Cornell University

MBTA Systemwide Station Access Study (MassDOT)

2019–Ongoing. Brynn is supporting the development of a comprehensive strategy for enhancing access to MBTA commuter rail and subway stations – including car parking, multimodal access, and transit-oriented development. The project includes the development of a systemwide car and bike parking demand model, a mobility hub toolkit, and a station access policy to guide capital allocation decision making.

Mansfield Downtown Parking and Connectivity Study Town of Mansfield (MA) 2019.

Brynn served as Deputy Project Manager for a plan to manage the heavily-utilized commuter rail parking supply in a manner that supports train passengers as well as Mansfield’s downtown economic development goals. Brynn evaluated parking regulations, operations, and demand patterns to craft recommendations that will help maintain parking availability for commuters later into the morning and help support downtown businesses and residents when they return at the end of the day.

Manchester Transit Oriented Development Plan (Manchester, NH) 2019–2020.

Brynn, serving as Deputy Project Manager, led the evaluation of existing and future transit services and pedestrian and bicycle infrastructure to make the neighborhood on the southern end of Downtown ready for transit-oriented development if and when commuter rail arrives in Manchester. Critical to the success of the district is to “break through” substantial physical barriers to create a highly connected, efficient mobility environment; and a successful, user-friendly parking system and regulatory requirements to support future redevelopment within the project area.

Charlotte Comprehensive Plan (Charlotte, NC)

2019–Ongoing. Brynn analyzed existing regional travel patterns and modeshare for residents and commuters to Charlotte, using land use categories to predict future modeshare under varied development scenarios.



ASSOCIATE

YANISA TECHAGUMTHORN

SELECT EXPERIENCE

Project Role

Equity Project Planner

Education

Master in City Planning,
Massachusetts Institute of
Technology

S.B., Urban Planning,
Materials Science
and Engineering,
Massachusetts Institute of
Technology

Minneapolis Transportation Action Plan and Racial Equity Framework, Natural Resources Defense Council (Minneapolis, MN) 2020–Ongoing. In Summer 2020, Yanisa was on a team assisting Minneapolis Public Works (MPW) on incorporating racial equity into the Minneapolis Transportation Action Plan's planning, implementation, and evaluation strategies. The Plan was published, and since then, Yanisa and the NN team are currently assisting MPW in creating a Racial Equity Framework to guide all Action Plan implementation.

Denver Strategic Transportation Plan Racial Equity Toolkit, Natural Resources Defense Council (Denver, CO) 2021–Ongoing. The City of Denver is kicking off their Strategic Transportation Plan process, and Yanisa is a project planner on a team tasked with creating a Racial Equity Toolkit for the Plan. She has helped facilitate focus groups and created a survey to understand the baseline racial equity capacity within the department.

Accelerating Bus Electrification from Pilot to Scale, NYSERDA (New York) 2020–Ongoing. Yanisa is serving as project planner to develop an evaluation framework and feasibility analysis to help guide New York State transit agencies on how to plan, pilot and deploy battery electric buses. She interviewed urban, suburban, and rural agencies across NYS and identified gaps in knowledge and resources to bring electric buses to scale.

Memphis Innovation Corridor, Memphis Area Transit Authority (Memphis, TN) 2019–2020. Yanisa was a project planner on a team tasked with the service design and multimodal integration of Memphis's first electric bus rapid transit service. As a part of the operations analysis, Yanisa analyzed existing and planned routes to determine various components of service design, including operating costs with regards to battery electric bus operations along the corridor.

