

Northern Virginia Regional Commission

Request for Proposals

Potomac Heritage National Scenic Trail Western Loudoun County Feasibility Study

Request for proposal issued	October 27, 2023
Questions deadline	November 15, 2023 5:00 PM
Due date for proposals	November 29, 2023 5:00 PM
Deliver electronically to:	rmurphy@novaregion.org

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

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Northern Virginia Regional Commission
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Western Loudoun Feasibility Study

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1. Introduction

a. Purpose of Solicitation

The Northern Virginia Regional Commission is soliciting proposals from qualified firms experienced with recreational trails to conduct a feasibility study of trail alignments, maintenance, and planning for a network gap in the Potomac Heritage National Scenic Trail (PHNST) in Loudoun County, Virginia. The area of study spans from the Northlake neighborhood in the Town of Leesburg to the Virginia portion of Harpers Ferry National Historical Park in northwest Loudoun County and the Appalachian National Scenic Trail.

The selected firm will identify, assess, and present the feasibility of potential routes options in the PHNST corridor gap with considerations for costs of trail construction and maintenance, land ownership, accessibility, park connections, and scenic views. The firm will also evaluate maintenance and other key elements, including material information required for input into Capital Improvement Plans (CIPs) and for developing preliminary engineering for trail completion.

b. Background

The PHNST is a 900-mile, congressionally designated, locally managed trail network that is managed by the National Park Service. The trail runs from the mouth of the Potomac River in Maryland and Virginia to the Allegheny Highlands in western Pennsylvania. Legislation for the PHNST provides a means to establish a trail corridor network between the mouth of the Potomac River to the Allegheny Highlands and Upper Youghiogheny River basin and offer—through partnerships among agencies, nonprofit organizations, and citizen groups—exceptional recreation and education experiences, rich with opportunities to learn about geography, ecology, history, and diversity. Spanning over 140 miles across a braided network in Northern Virginia, the PHNST serves as an important historic, cultural, and natural resource for the region's residents and visitors to explore and enjoy.

The PHNST embraces portions of Arlington, Loudoun, Fairfax, and Prince William Counties, the City of Alexandria, and the Towns of Dumfries, Leesburg, and Occoquan in Northern Virginia. Gaps exist in Loudoun, Fairfax, and Prince William Counties as identified in NVRC's [2022 Corridor Analysis](#) report published in March 2023 and the [PHNST online dashboard](#) maps. NVRC member jurisdictions within the PHNST corridor currently aim to incorporate the trail into their comprehensive plans or other programming documents to officially designate the trail and recognize the vision of eliminating trail gaps.

Loudoun County's Linear Parks and Trails System Plan (LPAT), adopted July 6, 2021, is a comprehensive plan for the development of an interconnected, countywide linear parks and trail system. The LPAT as well as capital funding of a series of trail and active transportation improvements represent recent initiatives to complete trail infrastructure in the County. In particular, the LPAT Framework Plan of Rural Loudoun is a planned network of broad corridors within which future phases of work, such as this PHNST feasibility study, will

pursue detailed trail alignments.

This project will inform a critical connection from the Town of Leesburg to the Virginia portion of Harpers Ferry National Historic Park (NHP), the Appalachian National Scenic Trail near the Harpers Ferry NHP, and the Maryland segment of the PHNST (C&O Canal trail) for greater connectivity as indicated by recent corridor analyses of the trail. The impact of trail completion will be a greater national scenic trail system and the substantial recreational opportunities for visitors and the region's more than 2.5 million residents.

In the Scope of Work (Attachment C), a map of the PHNST study area is highlighted in blue on the following map of the Linear Parks and Trails Framework Plan of Rural Loudoun. The study area encompasses northwestern Loudoun County, going from the Town of Leesburg west to Route 9 and then following the county boundary north, east, and south back to the Town of Leesburg. The study area reflects the largest gap for the Potomac Heritage National Scenic Trail in Northern Virginia.

Overall, considering a number of factors, the selected contractor will define the most feasible PHNST route options for completing the PHNST network gap in Loudoun County, Virginia from the Northlake neighborhood in the Town of Leesburg to the Virginia portion of Harpers Ferry NHP in northwest Loudoun County and the Appalachian National Scenic Trail. The contractor will also identify a feasible connection to the existing section of the PHNST (C&O Canal trail) in Maryland from the Virginia section of the PHNST via the U.S. 340 bridge, M.D. 17 (Brunswick) bridge, or the U.S. 15 bridge.

c. Relationship of the Parties

NVRC is a public body, created in 1969, whose programs and policies are established by a 24-member Board of Commissioners composed entirely of elected council and board members appointed by the governing bodies of thirteen member localities. NVRC's work covers a wide range of issues of concern to the member governments and the region.

This effort coordinates and consolidates the needs of two key partners, the NPS Potomac Heritage National Scenic Trail office, and Loudoun County Department of Parks, Recreation, and Community Service. The Northern Virginia Regional Commission will hold the agreement and coordinate efforts with the consultant.

NVRC will administer, support, and coordinate with partners for the study, including development of work estimates, deployment of the RFP, consultant engagement, and participation in public and stakeholder engagement meetings. Responsibilities do not include leading such meetings.

The selected individual(s) or firm(s) ("Contractor") will be engaged as an independent contractor and not as an employee of NVRC. The Contractor shall not act as an agent or representative of NVRC, unless agreed by the parties in writing. NVRC shall not withhold any

taxes or in any manner treat the Contractor as an employee in provision of payment or fringe benefits. The Contractor will be retained for the purpose of work described in Section 2 below and will provide a completed IRS form W-9 at the time of engagement.

2. Scope of Work

The Contractor will complete tasks and deliverables as described in the Scope of Work (Attachment C).

The budget for the performance of this work is not to exceed \$190,000.

3. Project Schedule

Request for proposal issued:	October 27, 2023
Questions deadline:	November 15, 2023 5:00 PM
Due date for proposals:	November 29, 2023 5:00 PM
Interviews	December 4 -5, 2023
Selection of finalist:	December 8, 2023
Expected contract date:	December 15, 2023

Contract Award Period: Services shall commence upon conveyance of the fully executed agreement. The term of this agreement shall be from the date of execution through completion of all tasks required for this project, with work efforts continuing to October 31, 2024. Final invoicing no later than November 15, 2024.

NVRC reserves the right to obtain additional tasks and services on an as-needed basis for five years from the date of signed agreement. For each additional task requested by NVRC, the Contractor shall provide a written proposal with a description of services, completion timeline and fee schedule. Each additional task will be negotiated separately. If mutually acceptable terms are not achieved, NVRC reserves the right to obtain services from another source.

4. Qualifications

The Contractor should have the ability to service all aspects of this contract with in-house

resources and minimal reliance on subcontractors. The contractor (and any subcontractors) will hold all relevant licenses and have an understanding of trail and public land development at local and regional scales as well as project experience in land use development planning and modeling.

To demonstrate experience, the Contractor should be able to provide and describe at least three examples of projects led and conducted that are similar in scope to that described in this PHNST project's scope of work, including a focus on planning for local governments to include trails or linear parks planning. It is also preferred that the Contractor has past project experience working with the National Park Service or other federal land entities. Projects completed within budget and on schedule will be particularly valued.

It is preferred that Contractor's assigned personnel have project experience in the region.

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

5. Proposal Requirements

a. General Requirements

1. Inquiries: Inquiries concerning the Request for Proposals, or the proposed engagement, must be made in writing and received at rmurphy@novaregion.org by 5:00 PM on November 15, 2023.
2. Submission; Deadline; Official Time; Consequences of Lateness: To be considered, an electronic copy of the proposal must be received by rmurphy@novaregion.org by 5:00 PM on November 29, 2023. Pages should be numbered, and each section should be clearly marked. Offerors should include "2023 PHNST Feasibility Study RFP" in the subject line.

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

3. Cost of Preparing and Submitting Proposals Not Reimbursable: Firms/individuals responding to this RFP will not be paid for any costs incurred in the preparation or submission of a proposal, or in appearing before persons participating in the selection process.

b. Required Proposal Contents

Proposals should be prepared simply and economically, providing a straightforward and

concise description of the offeror's ability to meet the requirements of this RFP. The proposal should be no more than twenty-five (25) pages in length. Proposals should follow the format described below and include all the information requested below.

1. Cover Letter and Table of Contents: The cover letter should be no more than one page in length and should serve as an executive summary of the proposal.
2. RFP Submission Form: An RFP Submission Form with the signature of a person authorized to submit the proposal on behalf of the Offeror must be provided with the proposal. A blank RFP Submission Form is provided as Attachment A.
3. Proposal: The proposal should address the following elements in relation to the Scope of Work described in Section 2 and the Qualifications stated in Section 4. Failure to address any of these elements may result in the proposal being deemed nonresponsive and therefore disqualified from consideration.
 - a. Discuss offeror's approach and ability to complete each of the tasks in Section 2. Propose a schedule and budget to complete the tasks.
 - b. Discuss any other capabilities that the Contractor believes can benefit the outcomes of the work, including additional services that the offeror is able to provide beyond the requirements needed to perform the scope of work.
 - c. Discuss the offeror's qualifications and how they pertain to the Scope of Work. Provide CVs or resumes of the proposed project manager and team members. Discuss any other qualifications that the Offeror believes can benefit performance of the work outlined in this RFP.
 - d. Discuss experience from at least three projects the Offeror has led that include environmental, public safety, and/or public health outreach campaigns on behalf of government or non-profit agencies. Examples should include the following:
 - i. Client requirements
 - ii. The budget, goals, and objectives
 - iii. Strategy developed to achieve goals and objectives, including any campaign metrics.
 - iv. Discuss any additional experience the Contractor believes addresses this RFP.

- v. Online or otherwise electronic examples of any social media content, i.e., messaging and/or graphics, developed. Examples will not be counted in the twenty-five page limit.
2. References: Provide contact information for at least three clients that NVRC may contact. For each reference, indicate the following:
 - a. Client Name
 - b. Contact Name and Title
 - c. Contact Phone Number and Email
 - d. Business/Industry of Client
 - e. Service Description
 - f. Length of Relationship
 - g. Brief explanation regarding the end of the business relationship, if applicable. Attachment B may be used as a template for providing this information.
 3. Nonbinding Price Proposal: Propose the cost for each task as described in the scope of work (Attachment C) and enter it into a table with the following format. The budget for the performance of this work is not to exceed \$190,000.

Task	Estimated cost
1	
2	
3	
4	
5	
Total	

c. RFP Timing Requirements

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

- Request for proposal issued October 27, 2023

- Questions deadline November 15, 2023 5:00 PM
- Due date for proposals November 29, 2023 5:00 PM

d. Selection of Contractor and Evaluation Procedures

Proposals received by the stated deadline will be evaluated by a selection committee expected to include representatives of the NVRC and key project partners, including Loudoun County Department of Parks and Recreation as well as NPS.

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

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

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

e. Evaluation Criteria

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

Criteria	Weight
Qualifications of key personnel	25%
Agency's capacity, resources, and approach to complete each of the tasks in the Scope of Work and proposed timeline	25%
Descriptions of experience and examples from at least three relevant projects	25%
Quality of reference feedback	12%
Cost	5%
Experience with Loudoun County or NPS	5%
Project experience in Northern Virginia	3%

f. Oral Presentations

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

g. Recommendation of Selection Committee

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

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

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

h. Contract Development

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

i. Contingency of the Contracts

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

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

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

j. Right to Reject Proposals

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

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

6. Contract Terms and Conditions

- a. Conflict:** In the event of a conflict between the contract documents, including these Contract Terms and Conditions, the final executed contract documents shall control.
- b. Alien employment:** Contractor certifies that he does not and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ unauthorized aliens as defined in the federal Immigration Reform and Control Act of 1986, as amended.
- c. Anti-Discrimination:** The Contractor certifies to NVRC that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and §2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender, sexual orientation, gender identity or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based

organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia 2.2.4343.1E).

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

1. During the performance of this contract, the Contractor agrees as follows:
 1. The Contractor will not discriminate against any employee or offeror for employment because of race, religion, color, sex, national origin, age, disability, service-disabled veterans, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and offerors for employment, notices setting forth the provisions of this nondiscrimination clause.
 2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 3. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The Contractor will include the provisions of the foregoing paragraphs a, b, and c above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

d. Assignment of Contract: A contract shall not be assignable by the Contractor in whole or in part without the written consent of NVRC.

e. Availability of Funds: A contract shall be deemed in force only to the extent of appropriations available for the purchase of such goods and/or services. NVRC's extended obligations on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the

following years.

- f. Changes and Additions:** It shall be the responsibility of the Contractor to notify NVRC, in writing, of any necessary modifications or additions in the Scope of the contract. Compensation for changes or additions in the Scope of the contract will be negotiated and approved by NVRC, in writing.

Furthermore, it is understood and agreed by both parties that any work done by the Contractor on such modification or addition to the contract prior to NVRC's approval in writing shall be at the total risk of the Contractor and said work may not be compensated by NVRC.

- g. Conflicts of Interests:** The Contractor shall not accept or receive commissions or other payments from third parties for soliciting, negotiating, procuring supplies, equipment, materials, or other goods on the same project.
- h. Contractor's Failure to Perform:** Failure of the Contractor to perform the contract by reason of NVRC's non-acceptance of additional conditions submitted after the award shall result in termination of the contract by NVRC and may result in debarment of the Contractor for a period of up to three (3) years. Termination and /or debarment of the Contractor shall not constitute a waiver by NVRC of any other rights or remedies available to NVRC by law or contract.
- i. Contractual Disputes:** The Contractor shall give written notice to NVRC of his/her intent to file a claim for money or other relief at the time of the occurrence or the beginning of the work upon which the claim is to be based.

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

- j. Copyright Protection:** Contractor agrees to defend and save NVRC, its agents, officials, and employees, harmless from liability of any nature or kind, for use of any copyright, composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which Contractor is not the patentee, assignee, or licensee, to the same extent as provided in the above paragraph.
- k. Default:** In event of default by Contractor, NVRC reserves the right to procure the goods and/or services from other sources and hold Contractor liable for any excess

cost occasioned thereby. Such actions taken by NVRC shall not release the Contractor from additional remedies that may be allowed by law.

- l. Drug-Free Workplace:** During the performance of this contract, the Contractor agrees to (1) provide a drug-free workplace for the Contractor's employees; (2) post in conspicuous place, available to employees and offerors for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (3) state in all solicitation or advertisement for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (4) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each sub-Contractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

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

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

- q. Indemnification:** Contractor shall defend and indemnify NVRC, and NVRC's employees, agents, and volunteers, from and against any and all damage claim, liability, cost, or expense (including, without limitation, attorney's fees and court costs) of every kind and nature (including, without limitation, those arising from any injury or damage to any person, property or business) incurred by or claimed against Contractor, its employees, agents, and volunteers, or incurred by or claimed against NVRC, NVRC's employees, agents, and volunteers, arising out of, or in connection with, the performance of all services hereunder by Contractor. This indemnification includes, but is not limited to, any financial or other loss, including, but not limited to, any adverse regulatory, agency or administrative sanction or civil penalties, incurred by NVRC due to the negligent, fraudulent, or criminal acts of Contractor or any of the Contractor's officers, shareholders, employees, agents, sub-Contractor, or any other person or entity acting on behalf of Contractor. Unless otherwise provided by law, the indemnification obligations hereunder shall not be limited in any way by the amount or type of damages, compensation, or benefits payable by or for Contractor under workers' compensation acts, disability benefit acts, other employee benefit acts, or benefits payable under any insurance policy. This paragraph shall survive the termination of the contract including any renewal or extension thereof.
- r. Independent Contractor:** The Contractor and any employees, agents, or other persons or entities acting on behalf of the Contractor shall act in an independent capacity and not as officers, employees, or agents of NVRC.
- s. Invoicing/Payment and Interest:** Prior to payment the Contractor shall provide their federal employer identification number. Payment to the Contractor shall be made not more than forty-five (45) days after goods or services are received; or not more the forty-five (45) days after the invoice is rendered, whichever is later.

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

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

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

- t. Laws, Regulations:** Contractor shall keep fully informed of all federal, state, and local laws, ordinances, and regulations that in any manner affect the conduct of the work. Contractor shall at all times observe and comply with all such laws, ordinances, and regulations.

- u. Ownership of Documents:** Any data generated, reports, specifications, blueprints, negatives, or other documents prepared by the Contractor in the performance of its obligations under the resulting contract shall be the exclusive property of NVRC, and all such materials shall be returned to the owner upon completion, termination, or cancellation of this contract. The Contractor shall not use, willingly allow, or cause such materials to be used for any purpose other than performance of all Contractor's obligations under the resulting contract without the prior written consent of NVRC. Documents and materials developed by the Contractor under the resulting contract shall be the property of NVRC; however, the Contractor may retain file copies, which cannot be used without prior written consent of the Owner. NVRC agrees that the Contractor shall not be liable for any damage, loss, or injury resulting from the future use of the provided documents for other than the project specified when the Contractor is not the firm of record.

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

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

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

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

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

w. Records and Inspection: The Contractor shall maintain full and accurate records with respect to all matters covered under this contract, including, without limitation, accounting records, written policies, procedures, time records, telephone records, and any other supporting evidence used to memorialize, reflect, and substantiate charges or fees related to this contract. The Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by NVRC and its employees, agents, or authorized representatives after giving at least three (3) day notice to the Contractor by NVRC. NVRC shall have access to such records from the effective date of this contract, for the duration of the contract, and for five (5) years after the date of final payment by NVRC to the Contractor pursuant to this contract or any renewal or extension of this contract. NVRC's employees, agents or authorized representatives shall have access to the Contractor's facilities, shall have access to all necessary records and shall be provided adequate and appropriate workspace to conduct audits. All records and information generated under the contract shall be property of NVRC, whether retained by NVRC or the Contractor. The Contractor shall not make any other use of this information; expect to provide service to NVRC under the contract, unless specifically authorized by NVRC in writing.

x. Responsibility of Contractor: The Contractor shall, without additional costs or fee to NVRC, correct or revise any errors or deficiencies in his performance. Neither NVRC's review, approval, or acceptance of, nor payment for any of the services required under this Contract shall be deemed a waiver of rights by NVRC, and the Contractor shall remain liable to NVRC for all costs which are incurred by NVRC because of the Contractor's negligent performance of any of the services furnished under the contract.

y. Rights and Remedies Not Waived: In no event shall the making by NVRC of any payment to the Contractor, or the waiver by NVRC of any provision under this contract including any obligation of the Contractor, constitute or be construed as a

waiver by NVRC of any other provision, obligation, breach of covenant, or any default which may exist under this contract on the part of the Contractor, and the making of any such payment by NVRC while any such breach or default exists shall not impair or prejudice any right or remedies available to NVRC.

- z. Safety:** The Contractor and sub-contractors performing services for NVRC are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and City safety and occupational health standards and any other applicable rules and regulations. Also, all Contractors and sub-contractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

- aa. Scheduling and Delays:** The parties to any contract resultant of this solicitation acknowledge that all or part of the work to be performed hereunder may be delayed and extended at the option of NVRC. Such delays may be caused by delays, denials and modifications of the various state or federal permits, or for other reasons. NVRC shall not be required to pay any of the Contractor's direct or indirect costs, or claims for compensation, extended overhead, or other damage or consequential damages arising out of or related to any delays or interruptions required or ordered by NVRC. If NVRC delays a task order for any reason for a continuous period of ninety (90) days or more, NVRC and Contractor will negotiate a mutually agreeable adjustment to the Contractor's fee.

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

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

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

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

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

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

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

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

gg. Insurance: Contractor shall procure, maintain, and provide proof of insurance coverage for injuries to persons and property damage as may arise from or in conjunction with the work performed on behalf of NVRC by the Contractor, his agents, representatives, employees, or subcontractors. Proof of coverage as contained herein shall consist of all policies, endorsements, declaration pages, and certificates of

insurance and shall be submitted fifteen (15) days prior to the commencement of work, and such coverage shall be maintained by the Contractor for the duration of the contract period; for occurrence policies. Claims made against the policies must extend reporting period for two (2) years after expiration date.

Requirements for minimum coverage and limits are expected to include:

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

Additional coverage provisions may be required, such as:

a. Coverage Provisions

1. All deductibles or self-insured retention shall appear on the certificate(s).
2. NVRC, its officers, officials, employees, agents, and volunteers shall be added as "additional insured" as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
3. The Contractor's insurance shall be primary over any applicable insurance or self-insurance maintained by NVRC.
4. Contractor shall provide 30 days' written notice to NVRC before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
5. All coverage for subcontractors of the Contractor shall be subject to all the requirements stated herein.
6. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided NVRC, its officers/officials, agents, employees, and volunteers.
7. The insurer shall agree to waive all rights of subrogation against NVRC, its' officers/officials, agents, employees or volunteers for

any act, omission, or condition of premises which the parties may be held liable by reason of negligence.

8. The Contractor shall furnish NVRC certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.
9. All insurance shall be placed with insurers authorized to do business in the jurisdiction where work is to be performed and maintaining an A.M. Best rating of no less than an A: VII.

Attachment A: RFP Submission Form

Must be returned with proposal

1. SUBMITTING ENTITY IDENTIFICATION & OWNERSHIP DISCLOSURE

Company: _____

Contact Person: _____

Title: _____

Address: _____

Telephone: _____

Email Address: _____

Indicate which of the following apply:

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

Organized under the laws of the State of _____ Year: _____

Principal place of business located at:

Address: _____

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

Address: _____

eVA Vendor Code: _____ DUNS #: _____

- e. Previous Contracts: Has the Offeror ever failed to complete any contract awarded?
No Yes

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

4. CERTIFICATION

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

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

Signature _____ Date _____

Name (Printed) _____ Title _____

Attachment B: References Template

Must be returned with proposal

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

Reference 1:

Firm/Company Name: _____

Contact Name: _____ Title: _____

Telephone No. _____ Email: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Type of Business/Industry: _____

Start and End Dates and Type of Service(s) Provided:

Reason for Concluding Relationship:

Reference 2:

Firm/Company Name: _____

Contact Name: _____ Title: _____

Telephone No. _____ Email: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Type of Business/Industry: _____

Start and End Dates and Type of Service(s) Provided:

Reason for Concluding Relationship:

Reference 3:

Firm/Company Name: _____

Contact Name: _____ Title: _____

Telephone No. _____ Email: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Type of Business/Industry: _____

Start and End Dates and Type of Service(s) Provided:

Reason for Concluding Relationship:

Attachment C: Scope of Work

1. Project Overview

a. Study Goals

Considering a number of factors, define the most feasible Potomac Heritage National Scenic Trail (PHNST) route options for completing the PHNST network gap in Loudoun County, Virginia from the Northlake neighborhood in the Town of Leesburg to the Virginia portion of Harpers Ferry National Historical Park (NHP) in northwest Loudoun County and the Appalachian National Scenic Trail. In addition, identify a feasible connection to the existing section of the PHNST (C&O Canal trail) in Maryland from the Virginia section of the PHNST via the U.S. 340 bridge, M.D. 17 (Brunswick) bridge, or the U.S. 15 bridge.

The project will identify, assess, and present the feasibility of potential routes, including cost of trail construction, maintenance, land ownership, accessibility, park connections, and scenic views. The project will also evaluate maintenance and other key elements, including material information required for input into Capital Improvement Plans (CIPs) and for developing preliminary engineering scopes for trail completion.

b. Background

The PHNST is a 900-mile, congressionally designated trail network that runs from the mouth of the Potomac River in Maryland and Virginia to the Allegheny Highlands in western Pennsylvania. Spanning over 140 miles across a braided network in Northern Virginia, the PHNST serves as an important historic, cultural, and natural resource for the region's residents and visitors to explore and enjoy. Congressional legislation for the PHNST provides a means to establish a trail corridor network between the mouth of the Potomac River to the Allegheny Highlands and Upper Youghiogheny River basin and offer—through partnerships among agencies, nonprofit organizations, and citizen groups—exceptional recreation and education experiences, rich with opportunities to learn about geography, ecology, history, and diversity. The National Park Service oversees this Congressionally designated trail.

Loudoun County's [Linear Parks and Trails System Plan \(LPAT\)](#), adopted July 6, 2021, is a comprehensive plan for the development of an interconnected, countywide linear parks and trail system. The LPAT, as well as capital funding of a series of trail and active transportation improvements, represent recent initiatives to complete trail infrastructure in the County. The LPAT Framework Plan is a planned network of broad corridors within which future phases of work, such as this PHNST feasibility study, will pursue detailed trail alignments.

c. Study Area

A map of the PHNST study area is highlighted in blue on the following map of the Linear Parks and Trails Framework Plan of Rural Loudoun. The study area encompasses northwestern Loudoun County, going from the Town of Leesburg west to Route 9 and then following the county boundary north, east, and south back to the Town of Leesburg. The study area reflects the largest gap for the Potomac Heritage National Scenic Trail in Northern Virginia. This project will inform a critical connection from the Town of Leesburg to the Virginia portion of Harpers Ferry NHP, the Appalachian National Scenic Trail near the Harpers Ferry NHP, and the Maryland segment of the PHNST (C&O Canal trail) for greater connectivity as indicated by NVRC’s [2022 Corridor Analysis](#) report published in March 2023 and the [PHNST online dashboard](#) maps. The impact of trail completion will be a greater national scenic trail system and the substantial recreational opportunities for visitors to region and to the region’s more than 2.5 million residents.



2. Roles and Duties

a. Partners and Roles

NVRC will administer, support, and coordinate with partners on the study. NVRC will develop work estimates, develop, and deploy the request for proposal (RFP), scope of work, oversee consultant engagement, and participate in public and stakeholder engagement meetings. Responsibilities do not include leading public and stakeholder engagement meetings.

The National Park Service and Loudoun County serve as the key stakeholders (partners) in this study. Secondary stakeholders, referred to as management stakeholders, include the Town of Leesburg, the Northern Virginia Regional Park Authority, the Virginia Department of Conservation and Recreation, the Appalachian National Scenic Trail, C&O Canal NHP, and Harpers Ferry NHP, as well as other state agencies with responsibilities in the area. Stakeholders will provide relevant data and support to the consultant on assessing trail gaps and corridor connectivity between federal lands and local and regional trail systems with the goal being to identify options for providing connections and completing the western Loudoun County gap in the PHNST network. Stakeholders will participate in public and stakeholder only engagement meetings. NVRC and stakeholder responsibilities do not include leading public and stakeholder engagement meetings.

b. Consultant Duties

The consultant will address the following:

1. Identify potential trail networks and park connections for the PHNST in western Loudoun County, including connections in the Town of Leesburg:
 - a. Identify and evaluate at least two routes that connect White's Ferry to the Virginia portion of Harpers Ferry NHP in northwest Loudoun County, the Appalachian National Scenic Trail, and a crossing connection to the C&O Canal trail segment of the PHNST via U.S. 340 bridge. If a trail connection to the C&O Canal NHP is not feasible via U.S. 340, evaluate the feasibility of a trail connection via M.D. 17 (Brunswick) bridge and the U.S. 15 bridge.
 - b. Identify and evaluate at least two routes to connect White's Ferry to the existing PHNST at the Northlakes neighborhood on the southside of Edwards Ferry Road in the Town of Leesburg.
2. Identify feasible routes, by considering the following local plans and requirements:
 - a. Following the Potomac River as closely as possible.
 - b. Compliance with Loudoun Linear Parks and Trails Plan (LPAT) and other relevant plans, such as comprehensive planning documents, and regulatory requirements for establishing PHNST segments and connecting to other federal trails such as the AT.
3. Evaluate the following criteria, including:
 - a. Environmental resilience and sustainability.
 - b. Operation and management of potential trail segments.

- c. Land and right of way (ROW) acquisition and easement challenges.
- d. White's Ferry connection options and its current connection issues.
- e. Road safety and associated transportation and land use planning in the area.
- f. User trail needs, including parking, activity level, camping, restrooms, potable water, signage.
- g. Non-motorized water trail access for PHNST land and water connections
- h. Lead and plan any public processes required by NPS, Loudoun County, or other stakeholders.

The consultant will deliver the following final products:

1. Report that describes the study's methodology, specific trail alignment options, analyses, and includes key information necessary for land acquisition, Capital Improvement Plans (CIPs), and for developing preliminary engineering scopes for trail completion.
2. Public facing summaries and materials explaining route options and feasibility, including public meeting materials, an ArcGIS Online story map or application, and infographics.
3. Supporting data files and analyses.
4. GIS layer of proposed trail route options and other relevant GIS data, in ArcGIS compatible format (e.g., geodatabase, shapefile) with metadata.
5. ArcGIS Online maps and story map/application with metadata, of which should have ownership transferred to NVRC upon completion of project.

c. Data and Resources

NVRC and partners will supply data sources and planning documents for the region. Data sources include the following:

1. Environmental conditions
2. Transit
3. Schools and public resources
4. Right of way
5. HOA boundaries, connections, private ownership
6. Proffers
7. Easements
8. Sight distances, lighting, ADA, parking/trailheads, crashes, and other traffic data

9. Visual, cultural impacts, and land protections such as conservation easements
10. Existing sidewalk and trails GIS
11. Countywide Transportation Plan's planned trails
12. Amenities and ecotourism resources
13. Loudoun LPAT methodology, data, and findings
14. Other relevant plans and materials

3. Project Methodology

NVRC and partners rely on consultant expertise to perform the feasibility analysis using best practices recognized by industry standards. The project includes opportunities for public review and comment during the project to ensure that all stakeholders and community members understand the methodology, approach, and conclusions developed from the study process.

The methodology shall be documented in the final report. Two pilot projects are to be performed to assess the methodological approach and format of final products. Results of the pilot may require revising these components before embarking on the full-scale study.

4. Consultant Tasks, Products, and Partner Review

Task 1, Consultant develops plan, schedule, and assessment of data sources

The consultant will review data sources, maps, and planning documents. Following review, they will identify any data gaps, the gap necessity, and options for alternative analysis if data is unavailable for the project. The consultant will develop a project schedule and communications plan for partner review and approval. The schedule should include phases for partner review of route assessments and two cycles of plan review and approval by NVRC and key stakeholders.

Deliverables and review

NVRC and key partners will review the following deliverable components at least once (unless otherwise noted):

1. Project plan
2. Project schedule
3. Evaluation of data sets, including alternative approaches for data gaps
4. Evaluation of planning documents
5. Communications plan for public processes

Task 2, Consultant methodology development

Using the LPAT and other materials provided, the consultant will develop a methodology for evaluating the feasibility of route options using established best practices with references. When identifying a feasible route, the consultant will consider the following:

1. Following the Potomac River as closely as possible.
2. Compliance with Loudoun Linear Parks and Trails Plan (LPAT) and other relevant projects-Legislative requirements for establishing PHNST segments and connecting to other federal trails such as the Appalachian National Scenic Trail.

Elements in the analysis and report will include, at a minimum:

1. Route options
2. Safety of trail use, parking/trailheads/traffic
3. Community accessibility
4. Challenges/opportunities related to different options
5. Ownership and maintenance of options
6. Management feasibility of options
7. Short versus longer term capital and maintenance costs, staffing, and full lifecycle costs
8. Environmental, cultural, community, and economic/tourism impacts
9. Sustainability/climate resiliency
10. General estimated project timelines of different options
11. Overall benefits of each route option

After developing the initial methodology, the consultant will engage with NVRC, key partners, and management stakeholders to ensure the approach captures and responds to needs and priorities. The consultant will lead and plan public engagement processes to educate interested community members on project scope and schedule.

Deliverables and review

NVRC and key partners will review the following deliverable components at least once (unless otherwise noted):

1. Write-up of methodology and approach.
2. Comments, summary, and revised approach based upon engagement from management stakeholders.

The consultant will collaborate with key partners to present project scope and schedule to the public.

Task 3, Consultant pilot analysis, implementation, and report of findings

Within the trail corridor, as determined by key partners and consultant, the planned methodology and data will initially be applied to two sub-sections of the study area. This will be used to evaluate the effectiveness of the methodology, findings, level of detail, and to create a report template that meets the needs of key partners for the study. The consultant will then refine elements based on feedback to ensure materials meet partner needs before applying at full scale.

Deliverables and review

NVRC and key partners will review the following components at least once (unless otherwise noted):

1. Two pilot sections analyses and findings of the trail corridor study area to determine effectiveness of approach and utility of documentation for partners.
2. Level of detail and components for the final report
3. Identify both generalized public versus detailed partner reporting of route options.
4. Refine schedule, if necessary, for review completion, communication, products.

Task 4, Consultant to Complete Full Analyses and Develop Draft Products

As described under the Consultant Duties section, utilize the study methodology to analyze and develop detailed recommendations for the two sets of trail routes. Develop findings for internal review. Include two review opportunities, one with the key partners, a second for PHNST management stakeholder review.

Deliverables and review

NVRC and key partners will review the following components at least once (unless otherwise noted):

1. Detailed route analyses.
2. Provide report and its findings in phases for review by key partners and management stakeholders.

Task 5, Consultant final deliverables

Finalize detailed report and public facing materials, including ArcGIS Online story map or map application and infographics that summarize findings. Present at public meetings. Include public comments in final document.

The consultant will present public elements at stakeholder public meetings to receive comments and feedback, which they will summarize in the final report. The consultant will lead and plan any public processes required by NPS, Loudoun County or other partners. The consultant will collect comments and feedback for addressing and summarizing comments in the final report.

Deliverables and review

NVRC and key partners will review the following components at least once (unless otherwise noted):

1. Infographics
2. ArcGIS story map or online mapping application, with associated metadata
3. GIS layers and associated metadata
4. Final report
5. Public meeting agenda and presentation

5. Project Budget and Schedule

Services shall commence upon conveyance of the fully executed agreement. The term of this agreement shall be from the date of execution through completion of all tasks required for this project, with work efforts continuing to October 31, 2024. Final invoicing no later than November 15, 2024.

6. Communications

Communications during the project shall include the following:

1. Regular communication between NVRC, key partners, and consultant.
2. Scheduled meetings with management stakeholders.
3. Two public engagement periods, one presenting project scope and methodology. The second to share findings and collect public comments prior to final reporting.

4. Public facing report, summary of findings, meeting materials, infographics, and story map/mapping application.