

NORTHERN VIRGINIA TRANSPORTATION AUTHORITY

MEMORANDUM

FOR: Chairman Martin E. Nohe and Members
Northern Virginia Transportation Authority

FROM: Mayor Parrish, Chairman, Finance Committee

DATE: November 4, 2016

SUBJECT: Legislative Services Contract

1. **Purpose:** Present proposed Legislative Services Contract for Northern Virginia Transportation Authority (NVTa) approval.
2. **Suggested Motion:** *I move approval of the proposed Legislative Service Agreement with McGuireWoods Consulting LLC.*
3. **Background:**
 - a. As part of the FY2017 Operating Budget, the Authority appropriated \$60,000.00 to secure Legislative Services.
 - b. A Request for Proposals (RFP) was issued on August 2, 2016 with a proposal due date of August 23, 2016 at noon.
 - c. Notice of this open procurement was placed on the NVTa website and with the Commonwealth's eVA procurement notice system.
 - d. Thirteen firms expressed an interest in the procurement.
 - e. A non-mandatory pre-proposal conference was held on August 11, 2016.
 - f. Seven firms submitted proposals in response to the RFP.
 - g. Five firms were determined to have submitted responsive and responsible proposals eligible for consideration by the RFP evaluation team.
 - h. The RFP evaluation team consisted of:
 - i. NVTa's Executive Director
 - ii. Prince William County's Legislative and Intergovernmental Affairs Director
 - iii. City of Alexandria's Legislative and Intergovernmental Affairs Director
 - iv. Arlington County's Legislative and Intergovernmental Affairs Director
 - v. Fairfax County, Department of Transportation - Legislative Liaison
 - vi. NVTa's Chief Financial Officer
 - i. The evaluation team also assisted in the development of the Scope of Work and other portions of the RFP.
 - j. Based on an evaluation of the firm's technical proposals the evaluation team determined three firms should move into the oral presentation/best and final offer negotiation stage of the procurement process.

- k. A single firm (McGuireWoods Consulting LLC) was unanimously selected for award of the Legislative Services Contract by the RFP evaluation team.
- l. With the Finance Committee approval, subject to the satisfactory conclusion of contract terms, and review by the NVTAs Council of Counsels, the contract with McGuireWoods Consulting LLC is submitted for Authority approval.
- m. Upon approval by the Authority, McGuireWoods Consulting LLC will support the 2017 Legislative Program.

Coordination:

Council of Counsels

Attachment:

Legislative Services Agreement



Northern Virginia Transportation Authority
The Authority for Transportation in Northern Virginia

November 10, 2016

Ms. Tracy M. Baynard, Senior Vice President
McGuireWoods Consulting LLC
1750 Tysons Boulevard, 18th Floor
Tysons VA 22102

Dear Ms. Baynard:

The Northern Virginia Transportation Authority (NVTA) has acted to authorize the award of a contract to McGuireWoods Consulting LLC (MWC) to perform the work requested in NVTA RFP No. 2017-01 and described in your Technical Proposal and separate Price Proposal dated August 23, 2016.

The following clarifications and modifications apply:

1. McGuireWoods Consulting LLC letter dated September 1, 2016 confirming:
 - a. The firm will perform the scope of work identified in NVTA RFP 2017-01 and the services and deliverables outlined in:
 - i. Technical Proposal of August 23, 2016
 - ii. Supplemental document dated September 1, 2016
 - b. The annual fee for services will be \$60,000.00.
2. NVTA selects 'Payment Option One – Even Monthly Fees' as presented on page 1 of the MWC Price Proposal dated August 23, 2016.
3. The first month's payment to MWC will be prorated based on the NVTA start work authorization date.
4. The Northern Virginia Transportation Authority affirms that no federal funds will be utilized to finance the services provided by McGuireWoods Consulting LLC for the term of the contract and to clarify that MWC will not serve as a federal contractor or subcontractor under this agreement.
5. MWC has conformed to all insurance requirements. A revised Certificate of Liability Insurance is attached noting that NVTA is an additional insured and is included as attachment A.
6. RFP Section E, Item 19 – INDEMNIFICATION (page 20) Is replaced with the following clarification:

MWC shall not seek to hold liable NVTA, or any of its officers, agents and employees for any claims of any nature whatsoever arising out of the failure of MWC or any subcontractor to conform to any law or regulation pertaining to this contract or arising out of the activities funded in whole

or in part by the contract. MWC shall defend, indemnify, save, and hold harmless NVTA, and its officers, agents and employees against all claims and liability, including cost and expenses, due to the acts or omissions of MWC or the acts or omissions of MWC's subcontractors, agents or employees arising out of the activities related to this contract, except to the extent such claims or liability are caused by the sole negligence or willful misconduct of the NVTA. MWC agrees to maintain adequate insurance to protect NVTA and its officers, agents, and employees from liability arising out of this contract. To be indemnified, NVTA must (1) give MWC prompt written notice of the claim within sixty (60) days of NVTA receiving written notice of the claim. MWC will retain the right, at its option to settle or defend the claim, at its own expense and with its own counsel.

7. McGuireWoods LLP (Law Firm) represents NVTA as bond counsel, which representation has included and is expected to continue to include the filing and pursuit of bond validation proceedings. MWC is proposing to lobby on NVTA's behalf, as directed by NVTA's Executive Director, on transportation funding matters and legislation affecting transportation funding and programs in the Commonwealth of Virginia, and to monitor such matters and legislation to keep the Executive Director apprised of pertinent developments.

In order to prevent inadvertent waivers of the attorney-client privilege, for so long as MWC performs lobbying work for NVTA, the Law Firm and MWC will establish and maintain an ethics screen between the Law Firm team representing NVTA on bond and bond validation matters and the MWC team performing lobbying work for NVTA. The ethics screen will prevent each team from sharing confidential information pertaining to their respective work for NVTA matters and accessing hard copy and electronically stored records pertaining to the other team's NVTA matters, unless expressly directed to do so by NVTA's Executive Director. No Law Firm team member will work on consulting matters involving NVTA, and vice versa, unless expressly directed to do so by the NVTA Executive Director and/or NVTA's Council of Counsels. The Executive Director's and/or Council of Counsels express direction must be in writing, and may be provided via e-mail.

In addition, both the Law Firm and MWC will submit separate bills for their services and out-of-pocket expenses.

This letter, together with NVTA RFP 2017-01 and the McGuireWoods Consulting LLC Technical Proposal and Price Proposal dated August 23, 2016, the MCW supplemental material and attachments dated September 1, 2016, as well as the clarification letter dated September 1, 2016 and the revisions noted above provides the agreement to conduct the project under the specified terms and conditions. This letter also constitutes your notice to proceed unless advised otherwise in writing by NVTA on or prior to November 23, 2016.

If you concur please sign both originals and return one copy to Michael Longhi, NVTA CFO. Please contact Mr. Longhi at (703) 642-4653 with any questions.

Sincerely,

Monica Backmon
NVTA Executive Director

Tracy M. Baynard Date
MWC Senior Vice President