

**RICHMOND METROPOLITAN TRANSPORTATION
AUTHORITY**

REQUEST FOR PROPOSALS

**LEGAL SERVICES
RFP # Legal2018**

RFP Issue Date: March 26, 2018

**Response Due: 12:00 PM, Local Time
April 27, 2018
Richmond Metropolitan
Transportation Authority
901 East Byrd St., Suite 1120
Richmond, Virginia 23219
Attn: Paula Watson**

RICHMOND METROPOLITAN TRANSPORTATION AUTHORITY

LEGAL SERVICES

REQUEST FOR PROPOSALS

The Richmond Metropolitan Transportation Authority (“RMTA” or the “Authority”) requests proposals from qualified and interested firms to provide the Authority with legal services. Firm(s) will be responsible for providing general legal counsel for the Authority on various legal matters as described below. Certain information is necessary to evaluate each interested firm's ability to provide the desired services. As a result, interested proposers shall be requested to submit a response setting forth their qualifications and may, at the Authority’s sole option, be asked to make an oral presentation to the selection committee.

While the Authority intends to award a contract to a single proposer, it reserves the right to award contracts to multiple firms.

The contract resulting from this RFP (the “Agreement”) shall be for professional legal services. The Agreement shall have a term limit of five (5) years, terminable without cause by either party at any time upon sixty (60) days’ prior written notice provided however, that the proposer may not so terminate if it will result in a substantial inconvenience, burden, delay or hardship upon the Authority, as determined by the Authority. The Agreement may be renewable for five (5) additional one (1) year periods solely at the Authority’s option.

The commencement date of the Agreement to be awarded in connection with this RFP is anticipated to be on or about July 1, 2018.

Background – Description of the Authority

The General Assembly of Virginia created the Authority in 1966 as a political subdivision of the Commonwealth of Virginia. At the current time, it owns and/or operates the Downtown and Powhite Expressway Systems (toll), Boulevard Bridge (toll), and Main Street Train Station. The original installation of the Expressway Systems occurred in the 1966 – 1976 timeframe, although the toll roads have been the subject of numerous upgrades and expansions since such date. The Boulevard Bridge was first operational in the 1920s and acquired by the Authority in the late 1960s.

The Authority is governed by a 16-member Board of Directors – five members appointed by the City of Richmond, five members by Chesterfield County, five members by Henrico County and one member by the Commonwealth Transportation Board. Proposers are encouraged to visit the RMTA’s website, www.rmtaonline.org, to get an in-depth understanding of the organization.

SCOPE:

Services to be provided: The RMTA is seeking one or more “full service” legal firms with knowledge and experience over a broad range of legal subjects. The successful firm(s) can expect to provide services that may include, but are not limited to, the following:

Contract/Litigation/Real Estate/Board Secretary/General Services:

- Attend and serve as Secretary at RMTA Board meetings and advise the Board on matters on the agenda as well as procedural matters that arise during the meeting and otherwise. Board meetings are typically held the second Tuesday at 12:00 PM of each month. Attend other meetings as requested.
- Provide clear and concise legal advice and consultation on a daily basis as requested or required to individual members of the Board, the RMTA CEO, and staff. Contacts are often made by e-mail and telephone, and same-day response is requested as necessary.
- Provide legal advice on existing bonds, other debt instruments and future debt considerations.
- Prepare/review contracts, intergovernmental agreements, and contractor/construction agreements and other professional service agreements.
- Prepare/review ordinances and resolutions.
- Provide litigation support, including monitoring all matters involving litigation affecting the RMTA. Represent the RMTA in all actions, suits, or proceedings in which the RMTA is a party or is legally interested upon request by the CEO.
- Perform legal work pertaining to property acquisitions, condemnations, forfeiture activities, public improvements, public rights of ways, easements, transfers, and matters relating to special entry.
- Provide, as requested, legal advice and counsel on other Authority-related matters.

Employment:

- Provide legal advice and contract review for human resources issues and labor law interpretations.
- Provide, as requested, employment legal advice and counsel on other Authority-related matters.

Lobbying and Government Affairs:

- Maintain awareness of state statutes and local ordinances that affect the RMTA.
- Attend General Assembly and subcommittee meetings as required in support/defense of RMTA related issues during the legislative process.
- As directed by the CEO, advocate and engage in lobbying executive and legislative officials in favor of or against proposed actions at the state level in the Commonwealth of Virginia in the interests of and on behalf of the RMTA.
- As needed, arrange meetings and meet with executive and legislative officials and other parties to convey, advocate for, and engage in lobbying for the interests of the RMTA.
- As appropriate, furnish RMTA with the following reports in a format approved by

RMTA: (1) For each week that the General Assembly is in session, a written report by the close of business on the Monday following such week detailing the following: (a) the progress during such week of legislative actions that may affect the interests of RMTA; (b) anticipated activity for the week following such week on legislative actions that may affect the interests of RMTA; and (c) recommendations for actions that should be taken by RMTA or others to advance RMTA's interests with regard to any pending legislative actions; (2) For each session of the General Assembly, a written report within seven days after the end of that session of the General Assembly detailing the status of any RMTA legislative proposals submitted to the General Assembly.

- As needed and upon request, monitor proposed legislation and provide advice and similar assistance concerning the potential effects of any proposed legislation, developments of legislative proposals, and arguments that may be raised on behalf of RMTA in support of in opposition to proposed legislation.
- Provide, as requested, government affairs legal advice and counsel on other Authority-related matters.

SUBMISSION OF PROPOSALS:

Each proposer should submit a detailed response to this RFP and for the services. The response shall include sufficient information to enable the Authority to fully evaluate the capabilities of the proposer and its approach to providing the requested services. Unnecessarily elaborate or voluminous responses are neither required nor wanted; the 35 single-sided page limit and other requirements described in 1 and 2 below shall be enforced. Discussion of the firm's past experience which is not germane to the specified services should not be included. The response shall specifically address the issues raised, and provide the information requested, under Sections 1 and 2 below. The response shall utilize and follow the order of the headings and subheadings employed under those Sections.

All costs directly or indirectly related to preparation of a response to this RFP, or in any oral presentation required to supplement and/or clarify the RFP, shall be the sole responsibility of, and shall be borne by the Proposer.

1. Experience of the Firm:

The Firm. Provide a brief history and general description of your firm, as well as addressing the following:

- A. Describe in detail firm expertise relating to the subject matter of this RFP. Include a brief statement of how this expertise has been obtained. Describe in detail other areas of expertise and experience, which you consider especially helpful in providing advice and general representation, or which you consider may be helpful in justifying your firm for this engagement.

- B. Primary Contact and Assigned Personnel. Give the name of the offeror (firm), address and telephone number, and the name, title and e-mail address of the one individual who would be primarily responsible for this engagement. Identify the individuals who would perform the work in this engagement and describe how their responsibilities will be assigned and managed. Please provide resumes for each person, including background and experience relevant to this engagement. Lawyers performing legal services for RMTA shall be active members in good standing of the Virginia State bar.
- C. Disclose any conflicts or potential conflicts of interest. Disclose all contractual or informal business arrangements/agreements, including fee arrangements, consulting agreements, and the nature of any legal representation, between your firm and Authority staff and/or any of its Board members; any entity that provides services to RMTA or VDOT; any governmental entity or political subdivision within the geographic areas encompassed by the Authority; and any public-private transportation project within the geographic area of the Authority
- D. Professional Liability Coverage. Describe your professional liability coverage for work of this type, including limits of coverage. Please attach a copy of the cover page of your policy.
- E. A recent summary client list separated into the following categories: (a) public agencies; (b) public transportation agencies; and (c) private companies.
- F. Provide a copy of your firm's EEO-1 form.

2. *Engagement Letter*

- A. *Form Engagement Letter or Contract.* Provide a form of engagement contract. The Authority shall not be bound by such submission and reserves the right to use its own form contract embodying the principal terms of this RFP.

Submittal

Format Submittal text shall be limited to 35 pages in length, exclusive of professional resumes, form of engagement letter or contract, cover sheets, flyleaves, tables of content, dividers, etc., printed on two sides and double-spaced. Minimum type or font size for text shall be 12- point. Materials submitted in excess of the specified 35 pages will not be reviewed. Preprinted brochure material may be included in the submittal if desired and will not be counted in the 35 page maximum.

Due Date

Due Date All proposals shall be received by the Richmond Metropolitan Transportation Authority, ATTN: Paula Watson, Procurement Manager, 901 East Byrd Street, Suite 1120, Richmond, Virginia 23219 no later than 12:00 PM, local time, April 27, 2018. One original (signed by an authorized representative of the Proposer) and five copies shall be submitted. The outside of the package shall be clearly marked RFP # Legal-2018.

Any Proposals received after the scheduled closing time for receipt of Proposals will not be considered for award and will be returned to the Proposer unopened.

Questions regarding this solicitation must be submitted in writing no later than 1:00 p.m. on Monday, April 6, 2018, to Paula Watson, Procurement Manager, via e-mail to paula.watson@rmtaonline.org. Questions are anticipated to be answered by written Addendum. Any changes to the RFP will be by written addendum. Addenda, if any, will be published on the RMTA website at www.RMTAonline.org.

PUBLIC INFORMATION

Disclosure of any information submitted in response to this RFP is governed by applicable Virginia law, including the provisions of the Virginia Freedom of Information Act (“FOIA”), and the Authority makes no representations as to the avoidance of disclosure if a proper FOIA request is made. To the extent a Proposer wishes to protect trade or proprietary information from disclosure, it must identify the data or other materials to be protected and state the reasons why protection is necessary. Failure to mark the data or other materials as stated may result in information, data or other materials being released to another proposer, offeror or public or private person. A Proposer may not mark every page of the Proposal as proprietary information. The Authority shall undertake to advise Proposer of any request for disclosure under FOIA for any material designated by Proposer as a trade secret or proprietary to allow Proposer opportunity to take steps to prevent disclosure. By submitting its proposal, however, Proposer agrees to release the Authority from any liability for disclosures made in response to a FOIA request.

GENERAL PROVISIONS.

- A. RMTA strongly encourages the submission of proposals by firms whose principal business operations are located in the Richmond Metropolitan Area and further strongly encourages such firms to utilize the services of local subcontractors if needed. RMTA strongly encourages businesses owned by women and minorities to submit proposals.
- B. Diversity and Inclusion: The Authority is committed to increasing the opportunities for participation of small businesses and businesses owned by women, minorities, and service disabled veterans and businesses located in the Richmond metropolitan area in all facets of the Authority’s activities, including procurement

transactions, and to ensure diversity in its procurement and contract activities. These businesses are encouraged to respond to all solicitations.

EVALUATION AND SELECTION PROCEDURES

In addition to the Authority's right to reject unacceptable Proposals as provided in this RFP, the Authority reserves the right to reject any and all Proposals, and to waive minor irregularities in the Proposal documents. Upon rejection of Proposals, the Authority may re-advertise or otherwise award the desired engagement.

The procurement method for this RFP is competitive negotiation. This RFP indicates, in general terms, the nature of the services that are sought, and each proposer is to submit the proposal that best suits the Authority's needs.

Written proposals/responses shall be considered by the Authority's Legal Services Selection Committee. This committee will be made up of Authority staff members representing the Operations/Engineering, Procurement and Administration and Finance departments. The Legal Services Selection Committee will evaluate Proposals based upon the following evaluation criteria, which will be utilized in the evaluation of qualifications for development of the shortlist of those proposers to be considered for interviews and/or negotiations:

Scoring of the written responses shall be completed prior to any oral presentations. The written responses will be scored as follows:

1. Qualifications and experience of firm, including (a) past performance on similar undertakings, (b) experience with similar clients, (c) qualifications of personnel, and (d) resources committed to the Authority.
2. Demonstrated competence and knowledge.
3. General quality of submission, including (a) an understanding of the Authority's requirements under this RFP and (b) responsiveness to terms and conditions.
4. Client list summary.

The Authority reserves the right to request additional information from any and all Proposer(s) to assist it in its evaluation and selection process. The Authority reserves the right to negotiate the terms and conditions of any contract or engagement letter with the selected Proposer, including the scope of services to be provided, the fees, thereof, and to reject any and all respondents.

Proposals will be reviewed by the Authority's Staff and agents and others the Authority may deem qualified to review the proposals. Such review and evaluation will

consider the factors stated above and the review will focus on a Proposer's ability to provide the services with a high degree of professional competency.

At the sole discretion of the Authority, some or all of the firms being considered may be required to appear for interviews/oral presentations. The interviews/oral presentations, if required, shall be conducted so as to solicit information to enable the Authority to evaluate the capability of the applicable proposers to provide the desired services. Any such interview or presentation shall be significant to the selection of the firm for the services. If the Authority notifies a proposer that an interview or presentation is required, the Authority will inform that proposer of the schedule, order and procedure, including its content, time limits, identity of the persons to be present, and use of handouts and visual aids. The interviews/oral presentations, if any, shall be evaluated by the Selection Committee, using the criteria set forth above.

If interviews/oral presentations are required, the written response and interviews/oral presentation will not carry equal weight. The written response will count as 85% of the overall score and the interview/oral presentation as 15%. Notwithstanding the foregoing, the Authority emphasizes that it may elect to forego interviews or oral presentations for all or some proposers. Consequently, all responses should be comprehensive and clear on their face, and no proposer should rely upon the opportunity to present additional or clarifying information at a later time.

The Authority may engage in individual discussions with two or more proposers deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. At the discussion stage, the Authority may discuss nonbinding estimates of hourly rates/price for services.

Any and all costs associated with the submission of Proposals, discussions or on-site interviews shall be at the sole expense of the proposer. If necessary, all on-site interviews will be conducted at RMTA's Central Administrative Offices located at 901 East Byrd St. (Riverfront Plaza, West tower), Suite 1120, Richmond, Virginia 23219. The Authority will notify in writing all proposers of the decision to award or the shortlist of proposers to be considered for award.

The solicitation of Proposals shall in no manner be construed as a commitment on the part of RMTA to make an award. The Authority reserves the right to cancel this Request for Proposal or to reject any and all proposals submitted as well as to waive any informality, whichever is in the best interest of the Authority. The Authority shall not be bound until such time as a contract in writing is executed by both the proposer and the Authority.

In addition, public notice of award will be made by publication on the Authority's web site at www.rmtaonline.org.

DISCRIMINATION

The Authority does not discriminate against a proposer because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran or any other basis prohibited by state and federal law relating to discrimination in employment.

MISCELLANEOUS

A. The Authority reserves the right to reject any and all proposals and to waive any irregularities in order to award the concession that is in the best interests of the Authority. The Authority reserves the right to modify, change, amend or withdraw this RFP. Any such change to this RFP will be made in writing. The Authority will notify all potential respondents of amendments by issuance of an addendum, and will, if necessary, adjust the due date of the Proposal submission.

B. Each proposer assumes all responsibility for complying with laws, regulations, etc., pertaining to the engagement in formulating and completing the Proposal. Federal, state and local laws, ordinances, rules and regulations that in any manner affect the Proposal apply. Lack of knowledge by proposers shall in no way be cause for relief from responsibility.

C. During the term of the engagement, each proposer shall agree as follows:

i. The proposer will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, national origin, or any other basis in violation of state or federal law except where religion, sex, disability, national origin, or other basis under state or federal law is a bona fide occupational qualification reasonably necessary to the normal operation of the proposer. The proposer agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth provisions on this nondiscrimination clause.

ii. The proposer, in all solicitations or advertisements for employees placed by or on behalf of the proposer, will state that such proposer is an equal opportunity employer.

iii. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for the purpose of meeting the foregoing requirements.

iv. The proposer, by signing the proposal, certifies that it does not and will not during the performance of the work knowingly employ an unauthorized alien, as defined in the federal Immigration Reform and Control Act of 1986.

v. The proposer agrees to (a) provide a drug-free workplace for its employees; (b) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale,

distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the proposer's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (c) state in all solicitations or advertisements for employees placed by or on behalf of the proposer that the proposer maintains a drug-free workplace; and (d) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

A "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with the Virginia Public Procurement Act, 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.

D. All firms are hereby placed on notice that neither the Authority nor its employees, agents or members of its Board of Directors shall be lobbied either individually or collectively regarding this RFP. Proposers, consultants and their agents are hereby advised that they are not to contact Board of Director members of the Authority or staff members for such purposes as holding meetings of introduction, dinners, etc., if they intend to submit, or have submitted a Proposal. *ANY FIRM CONTACTING INDIVIDUALS MENTIONED HEREIN SHALL BE IN VIOLATION OF THIS WARNING AND SHALL AUTOMATICALLY BE DISQUALIFIED FROM FURTHER CONSIDERATION FOR THIS REQUEST FOR PROPOSALS.*

E. The Authority, in its discretion, will commence the engagement on a date that best accommodates the schedule of the successful proposer and the Authority and any transition hereunder.

F. This RFP and each and all parts, exhibits and appendices thereof shall in all respects be and constitute a part of the agreement to be entered into with the successful proposer.

G. No Proposal shall be withdrawn except with the consent of the CEO of the Authority (or her designee) for a period of ninety (90) days following the receipt date of proposals (subject to earlier acceptance). Proposals may be withdrawn by written notice, facsimile or email received at any time before the deadline for submitting Proposals. Proposals may be withdrawn in person by the respondent or an authorized representative prior to the deadline for submitting them.

H. Unacceptable Proposals -- The Authority, in its discretion, may refuse to consider or evaluate a Proposal for any of the following reasons:

- (i) Evidence of collusion.
- (ii) Unsatisfactory performance record, including but not limited to, failure to faithfully comply with lease or contract terms and obligations, conduct,

workmanship, progress, as shown by past or current contracts or agreements with the Authority or any other entity.

- (iii) Uncompleted contracts, whether with the Authority or otherwise, that might hinder or prevent compliance with the requirements of this RFP and the Agreement.
- (iv) If a proposer has previously defaulted in the performance of, or failed to complete a public contract, or has been convicted of a crime arising from or in connection with the negotiation, execution or performance of a previous public contract.
- (v) Any other apparent inability, financial or otherwise, to fulfill the requirements of the engagement.

The Authority reserves the right not to award a contract to any person, firm or corporation that does not comply with applicable laws.

I. Ethics in Public Contracting – Pursuant to Virginia Code 18.2-498.4, the proposer hereby certifies that, by submitting a Proposal, such proposal is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce, or any act of fraud punishable under the Virginia Government Frauds Act. By submitting its proposal, proposers certify that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than normal value, present or promised unless consideration of substantially equal or greater value was exchanged.

J. Indemnification of Authority – The successful proposer shall defend, indemnify and hold harmless the Authority, its directors, officers, agents, employees and representatives from any and all claims, demands, suits, actions or judgments, including attorney fees, alleged or claimed to have been caused whole or in part by or through the performance by the successful proposer, or by reason of any actions or activities of the successful proposer whether or not such damage is caused by or attributable to a party indemnified hereunder. In any and all claims against the Authority or against any of its Directors, officers, agents or employees by the successful proposer or any employee of the successful proposer, anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable, the indemnification obligation under this section shall not be restricted by any limitation on the amount or type of damage, compensation or benefits payable by or for the successful proposer under Workers' Compensation Acts, disability acts or other employee benefit acts.

K. Laws and Courts – Any contract resulting from this RFP shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with

respect thereto shall be brought in the Circuit Court of the City of Richmond. The successful proposer shall comply with all applicable federal, state and local laws and regulations.

L. Antitrust – By entering into the Agreement, the proposer conveys, sells, assigns, and transfers to the Authority all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Authority under such Contract.

M. Assignment of Contract – The Agreement shall not be assigned by the proposer in whole or in part without the prior written consent of the Authority.

N. Ownership of Material – Ownership of all data, materials and documentation originated and prepared for the Authority pursuant to the RFP shall belong exclusively to the Authority.

O. Public Information – Disclosure of any information submitted in response to this RFP is governed by applicable Virginia law, including the provisions of the Virginia Freedom of Information Act (“FOIA”), and the Authority makes no representations as to the avoidance of disclosure if a proper FOIA request is made. To the extent a proposer wishes to attempt to protect trade or proprietary information from disclosure, it must identify the data or other materials to be protected and state the reasons why protection is necessary.

Failure to mark the data or other materials as stated may result in information, data or other materials being released to another bidder, proposer, offeror or public or private person. A proposer may not mark every page of the Proposal as proprietary information. The Authority shall undertake to advise proposer(s) of any request for disclosure under FOIA for any material designated by proposer as a trade secret or proprietary to allow proposer opportunity to take steps to prevent disclosure. By submitting its proposal, however, proposer agrees to release the Authority from any liability for disclosures made in response to an FOIA request.

P. Proposer’s Acknowledgement – By submitting a response to this RFP, each proposer unequivocally acknowledges that the proposer has read and fully understands this RFP, and that the proposer has asked questions and received satisfactory answers from the Authority regarding any provisions of this RFP with regard to which the proposer desired clarification.

Q. Faith-Based Organizations – The Authority does not discriminate against faith-based organizations.

R. Contractor’s Authorization To Transact Business – In accordance with § 2.2-4311.2 of the Code of Virginia, any proposer organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or

registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law. Any proposer organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal the identification number issued to it by the State Corporation Commission. Any proposer that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law, shall include in its proposal statement describing why the proposer is not required to be so authorized. Failure to provide the required information may result in the rejection of the proposal. Any selected proposer shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth of Virginia, if so required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Agreement. The Authority may void any contract if the selected proposer fails to remain in compliance with the foregoing provisions.