



REQUEST FOR PROPOSALS

Legal Services

For

Charlotte Regional Transportation Planning Organization

c/o City of Charlotte

Date Issued: July 19, 2023

1 Request for Proposals (RFP) Instructions

1.1 Public Notice

The Charlotte Regional Transportation Planning Organization (“CRTPO”) is the federally designated Metropolitan Planning Organization (“MPO”) for the Charlotte urbanized area. The City of Charlotte’s Planning, Design & Development Department (“City”) is the CRTPO’s lead planning agency.

The CRTPO requests that qualified firms submit proposals for consideration in the competitive selection for legal services (“Services”).

The purpose of this RFP is to seek support for the review and updating of the CRTPO’s Memorandum of Understanding (MOU) and ongoing legal support as necessary. The MOU outlines the policies, structure, membership, and roles and responsibilities of CRTPO. It is the governing document of CRTPO, which guides the cooperative, comprehensive, and continuing transportation planning process with its members, the Federal Highway Administration (FHWA) and North Carolina Department of Transportation (NCDOT). In addition, the bylaws for the CRTPO Board and Technical Coordinating Committee may need to be modified, and agreements with adjacent MPOs will need to be updated.

All questions about this RFP must be directed to City’s designated contact person. Attempts to discuss this project with staff other than the contact person noted below may lead to the disqualification of your firm.

Jennifer Stafford
Charlotte Regional Transportation Planning Organization
City of Charlotte
(704) 336-3369
jennifer.stafford@charlottenc.gov

All proposers must be registered with the Office of the Secretary of State of North Carolina.

1.2 Scope of Services

The CRTPO’s Memorandum of Understanding became effective October 10, 2013. The CRTPO policy board established the MOU Renegotiation Subcommittee (“Subcommittee”) in early 2023 to analyze the MOU’s provisions to determine if changes were necessary.

The work includes, but is not limited to, the following:

1. Analysis of the legal framework for MPO MOUs in both federal law and regulation.
2. Report on the required content of MOUs.
3. Determine if there are any conflicts between the current MOU and provisions of Robert's Rules of Order.
4. Determine how the provisions of the current MOU affect the update process, including the actions that will required to make any changes.

5. Analysis of the MOU and the MPO bylaws to determine if there are inconsistencies between the two documents.
6. Work with the relevant Federal Highway Administration and North Carolina Department of Transportation officials to ensure the MOU does not violate any federal or state laws or regulations.

1.3 RFP Schedule of Events

Advertisement of RFP	July 19, 2023
Deadline for Questions	August 8, 2023
DUE DATE & TIME FOR PROPOSALS	August 11, 2023, at NOON (EST)

1.4 Evaluation Criteria and Process

Selection criteria include, but are not limited to, the following, listed in relative order of importance:

- Key personnel’s familiarity with government practices (criteria weight 60%); and
- Qualifications and experience of staff in providing legal services (criteria weight 30%);
- Hourly rates (criteria weight 10%).

The City will appoint a selection committee whose responsibilities will include performing independent technical evaluations of each proposal and making selection recommendations based on the selection criteria provided above. Selections will identify each proposal's relative strengths, weaknesses, deficiencies, and risks. Interviews with firms may be held at the option of the evaluation committee. The City reserves the right to obtain clarification or additional information from any firm.

The City reserves the sole right to select the most qualified firm(s) based on the best overall PROPOSAL most advantageous to the CRTPO.

Firms that submit a proposal will be notified of the selection results. The final recommendation of any selected firm is subject to the approval of City officials and NCDOT.

In order to be considered for selection, consultants must submit a complete response to this RFP before the specified deadlines. Failure to submit all information on time will result in disqualification.

1.5 Proposal Format

Proposals are limited to five numbered, printed pages (excluding resumes).

1.6 Proposal Package Content

Proposals should be arranged in the following order:

Section A: Key personnel’s familiarity government practices

Section B: Qualifications and experience of staff in providing legal services
Section C: Hourly rates

Section A: Key Personnel’s Qualifications with Government Practices and Relevant Experience

- Provide a resume for each proposed key team member. Resumes will not count towards the page limit but should not be longer than two pages each or a maximum total of 8 pages.
- Provide an organization chart of all key team members who will be directly involved in providing the Services.

Section B: Qualifications and Experience of Firm in Providing Legal Services

- List projects in date order with the newest projects listed first and include the following:
- State any conflicts of interest your firm or any key individual may have with these projects.

Section C: Hourly rates table (person’s name and title)

Required Forms

Complete Forms **A** thru **C** provided with this RFP and submit them with the proposal. Please also include Form RS-2, as noted on page 10. Required Forms will not count toward the page limit.

1.8 Due Date for Proposals

Proposals must be received no later than **NOON on August 11, 2023**, at the place designated for delivery in Section 1.9 below.

1.9 Proposal Submission

Submit responses by emailing a PDF (PDF format only) to Jennifer.stafford@charlottenc.gov. Please request a delivery and read receipt. Sometimes there is a delay in emailing attachments to the City, and the City is not responsible if your electronic quote does not reach us by the due date and time.

2.0 REPRESENTATIONS, CONDITIONS, AND OTHER REQUIREMENTS

2.1 Communications

All communication of any nature with respect to this RFP shall be addressed to the Contact identified in Section 1. Prospective firms and their staffs are prohibited from communicating with elected City officials, City staff, and any selection committee member regarding this RFP or submittals from the time the RFP was released until the selection results are publicly announced. Violation of this provision may lead to disqualification of the firm’s proposal for consideration.

2.2 Duties and Obligations of Firms in the RFP Process

Interested firms are expected to fully inform themselves as to all conditions, requirements, and specifications of this RFP before submitting a proposal. Firms must perform their own evaluation and due diligence verification of all information and data provided by the City. The City makes no representations or warranties regarding any information or data provided by the City. Firms are expected to promptly notify the City in writing to report any ambiguity, inconsistency, or error in this RFP. Failure to notify the City accordingly will constitute a waiver of claim of ambiguity, inconsistency, or error.

2.3 Addenda

Any requests for information or clarification shall be submitted in writing to the Contact listed in this RFP by the deadline for questions.

2.4 No Collusion, Bribery, Lobbying or Conflict of Interest

By responding to this RFP, the firm shall be deemed to have represented and warranted that the proposal is not made in connection with any competing firm submitting a separate response to this proposal and is in all respects fair and without collusion or fraud. Furthermore, the firm certifies that neither it, any of its affiliates or sub-consultants, nor any employees of any of the foregoing have bribed nor lobbied, nor attempted to bribe or lobby, an officer or employee of the City in connection with this RFP.

2.5 Public Records

Upon receipt by the City, each proposal becomes the property of the City and is considered a public record except for material that qualifies as "Trade Secret" information under North Carolina General Statute 66-152 et seq. Proposals will be reviewed by the City's selection committee, as well as other City staff and members of the general public who submit public record requests after a selection result has been announced to the public. To properly designate material as a trade secret under these circumstances, each firm must take the following precautions: (a) any trade secrets submitted by the firm should be submitted in a separate, sealed envelope marked "Trade Secret – Confidential and Proprietary Information – Do Not Disclose Except for the Purpose of Reviewing this proposal," and (b) the same trade secret/confidentiality designation should be stamped on each page of the trade secret materials contained in the envelope.

In submitting a proposal, each firm agrees that the City may reveal any trade secret materials contained in such response to all City staff and City officials involved in the evaluation process and to any outside consultant or other third parties who serve on the evaluation committee or who are hired by the City to assist in the evaluation process. Furthermore, each firm agrees to indemnify and hold harmless the City and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material that the firm has designated as a trade secret. Any firm that designates its entire proposal as a trade secret may be disqualified from consideration.

2.6 Cost of Proposal Preparation

The City shall not be liable for any expenses incurred by any firm responding to this proposal. Firms submitting a proposal in response to this RFP agree that the materials and submittals are prepared at the firm's own expense to express understanding that the firm cannot make any claims whatsoever for reimbursement from the City for the costs and expense associated with preparing and submitting a proposal. Each firm shall hold the City harmless and free from any liability, costs, claims, or costs incurred by, or on behalf of, any person or firm responding to this RFP.

2.7 Advertising

In submitting a proposal, the proposer agrees not to use the results as part of any commercial advertising without the prior written approval of the City of Charlotte.

2.8 Vendor Registration with City of Charlotte

The selected firm and sub-consultants must be registered in the City's Vendor Registration System to receive payment for services and supplies provided under any City contract.

2.9 Financial Capacity; Insurance Requirements

The selected firm must have the financial capacity to undertake the work and assume associated liability.

2.10 Ownership of Work Products

The City shall have exclusive ownership of all intellectual property rights in all designs, plans and specifications, documents and other work product prepared by, for, or under the direction of the selected firm pursuant to any contract under this RFP (collectively, the "Intellectual Property"), including without limitation the right to copy, use, disclose, distribute, and make derivations of the Intellectual Property for any purpose or to assign such rights to any third party. The Intellectual Property shall be prepared in the City's name and shall be the sole and exclusive property of the City, whether or not the work contemplated therein is performed. The City will grant the firm a royalty-free, non-exclusive license to use and copy the Intellectual Property to the extent necessary to perform the contract.

2.11 City Rights and Reservations

The City reserves the right to contact any firm/team for any additional information, including but not limited to experience, qualifications, abilities, equipment, facilities, and financial standing. The City reserves the right to modify any part of this RFP as issued with an addendum. The City, at its sole discretion, reserves the right to reject any or all responses to the RFP, to cancel the RFP, to re-advertise for new RFP responses either with identical or revised specifications or to accept any RFP response, in whole or part, deemed to be in the best interest of the City. The City reserves the right to waive technicalities and informalities.

A response to this RFP shall not be construed as a contract nor indicate a commitment of any kind.

The City of Charlotte reserves the sole right to award a contract or contract to the most qualified firm on the basis of the best overall proposal that is most advantageous to the City. The City of Charlotte also reserves the right to make multiple awards based on experience and qualifications if it is deemed in the City's best interest.

2.12 Contract

The contents of this RFP and all provisions of the successful proposal deemed responsive by the City of Charlotte may be incorporated, either in whole or in part, into a contract and become legally binding when approved and executed by both parties. Contents of the contract may contain changes from the City of Charlotte's perspective as a result of the RFP process, and proposal(s) received. The final negotiated contract may include the scope of work as outlined in this RFP along with the successful firm's submittal and any additions or deletions made at the discretion of the City as a result of the RFP process.

3.0 NORTH CAROLINA DEPARTMENT OF TRANSPORTATION AND FEDERAL CONTRACTING REQUIREMENTS

The work to be performed under this RFP will be financed in part with federal funding administered by the North Carolina Department of Transportation (NCDOT) and the City of Charlotte. As such, state and federal laws, regulations, policies, and related administrative practices apply to this RFP and any resulting contract. The most recent of such federal requirements, including any amendments made after the release of this RFP shall govern, unless the federal government determines otherwise. This Section identifies the state and federal requirements that may be applicable to this RFP and any resulting contract. The successful firm awarded the contract is responsible for complying with all applicable provisions.

3.1 Government-Wide Debarment and Suspension (Non-Procurement)

The firm is required to verify that neither it, nor its principals (as defined at 49 CFR 29.995) or affiliates (as defined at 49 CFR 29.905) is excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The firm is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction in which it enters. By signing and submitting its proposal, the firm certifies as follows:

The Certification in this clause is a material representation of fact relied upon by the City. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

3.2 No Lobbying

The firm certifies that it has not and will not pay any person or organization to influence or attempt to influence an officer or employee of the City, the State of North Carolina, any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining a contract under this RFP. In addition, in the event that a single contract awarded under this RFP exceeds \$100,000, the consultant must fully comply with the requirements of Title 40 CFR Part 34, New Restrictions on Lobbying, and submit a required certification and disclosure forms accordingly.

- 3.3 Compliance with Anti-Discrimination and Equal Opportunity Laws and Regulations**
Firms must comply with all applicable anti-discrimination and equal opportunity statutes, regulations, and Executive Orders.
- 3.4 NCDOT Prequalification Requirements (RESERVED)**
- 3.5 Small Professional Service Firm (SPSF) Participation (RESERVED)**
- 3.6 Accounting System; Invoicing**
The firm must have an adequate accounting system to identify costs chargeable to the Project.
- 3.7 Federal Acquisition Regulations (FAR) and Federal Highway Administration (FHWA) Requirements**
Any contract resulting from this solicitation will incorporate all applicable FAR and FHWA clauses. Specifically, the firm will agree to comply with all FAR and FHWA requirements and guidelines, whether they are mentioned in the contract or not.
- 3.8 Prequalification (RESERVED)**

FORM A – PROPOSAL COVER SHEET – Legal Services

Company Legal Name:	
Contact Person for Proposal Process:	
Address:	
City/State/Zip:	
Telephone Number:	
Email Address:	
City VMS Number:	NCDOT Prequalified Circle one: Yes / No
List your NCDOT Pre-qualified Work codes:	
<p>The person executing the proposal, on behalf of the Company, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent, or employee of the Company has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of full and open competition in connection with any proposal or contract, that the Company has not been convicted of violating North Carolina General Statute 133-24 within the last three years, and that the Company intends to do the work with its own bona fide employees or subcontractors and is not proposing for the benefit of another company.</p> <p>Submission of a response to this RFP constitutes Certification that the Company and all proposed team members are not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Project by any State or Federal department or agency. Submission is also an agreement that the City will be notified of any change in this status.</p> <p>NC General Statute 133-32 and City Policy prohibit any gift from anyone with a contract with the City, or from any person seeking to do business with the City. By execution of this proposal, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.</p> <p>The information contained in this qualification package, including its forms and other documents, delivered or to be delivered to the City, is true, accurate, and complete. This qualification package includes all information necessary to ensure that the statements therein do not in whole or in part mislead the City as to any material facts.</p>	
Represented and Warranted By (Signature):	
Printed Name and Title:	
Date Signed:	

FORM B– COMMERCIAL NON-DISCRIMINATION CERTIFICATION

Project: **Legal Services**

Proposer:

The undersigned proposer hereby certifies and agrees that the following information is correct:

1. In preparing its response, the proposer has considered all bids submitted from qualified, potential sub consultants and suppliers and has not engaged in discrimination as defined in Section 2 below.
2. For purposes of this section, *discrimination* means discrimination in the solicitation, selection, or treatment of any sub consultant, vendor, supplier or commercial customer on the basis of race, ethnicity, gender, age, religion, national origin, disability or other unlawful form of discrimination. Without limiting the foregoing, *discrimination* also includes retaliating against any person or other entity for reporting any incident of discrimination.
3. Without limiting any other remedies that the City may have for false certification, it is understood and agreed that, if this Certification is false, such false Certification will constitute grounds for the City to reject the bid submitted with this Certification and terminate any contract awarded based on such bid. It shall also constitute a violation of the City’s Commercial Non-Discrimination Ordinance and shall subject the proposer to any remedies allowed thereunder, including possible disqualification from participating in City contracts for up to two years.
4. As a condition of contracting with the City, the proposer agrees to promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation and selection of sub-consultants and suppliers. Failure to maintain or failure to provide such information shall constitute grounds for the City to reject the bid and to terminate any contract awarded on such bid. It shall also constitute a violation of the City’s Commercial Non-Discrimination Ordinance and shall subject the proposer to any remedies that are allowed thereunder.
5. As part of its bid, the proposer shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against the proposer in a legal or administrative proceeding alleging that the proposer discriminated against its sub-consultants, vendors, suppliers, or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken.
6. As a condition of submitting a bid to the City, the proposer agrees to comply with the City’s Commercial Non-Discrimination Policy as described in Section 2, Article V of the Charlotte City Code and consents to be bound by the award of any arbitration conducted thereunder.

By: _____
SIGNATURE OF AUTHORIZED OFFICIAL

Title: _____

FORM C - E-VERIFY CERTIFICATION

Project: Legal Services

Company: _____

This E-Verify Certification is provided to the City of Charlotte (the "City") by the company signing below ("Company") as a prerequisite to the City considering Company for award of a City contract (the "Contract").

1. Company understands that:
 - a. E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies to enable employers to verify the work authorization of employees pursuant to federal law, as modified from time to time.
 - b. Article 2 of Chapter 64 of the North Carolina General Statutes requires employers that transact business in this state and employ 25 or more employees in this state to: (i) verify the work authorization of newly hired employees who will be performing work in North Carolina through E-Verify; and (ii) maintain records of such verification (the "E-Verify Requirements").
 - c. North Carolina General Statute 160A-20.1(b) prohibits the City from entering into contracts unless the contractor and all subcontractors comply with the E-Verify Requirements.

2. As a condition of being considered for the Contract, Company certifies that:
 - a. If Company has 25 or more employees working in North Carolina (whether now or at any time during the term of the contract), Company has complied and will comply with the E-Verify Requirements with respect to Company employees working in North Carolina; and
 - b. Regardless of how many employees Company has working in North Carolina, Company will take appropriate steps to ensure that each subcontractor performing work on the contract that has 25 or more employees working in North Carolina complies with the E-Verify Requirements.

3. Company acknowledges that the City will be relying on this Certification in entering into the contract, and that the City may incur expenses and damages if the City enters into the Contract with Company and Company or any subcontractor fails to comply with the E-Verify Requirements. Company agrees to indemnify and save the City harmless from and against all losses, damages, costs, expenses (including reasonable attorney's fees) obligations, duties, fines and penalties (collectively "Losses") arising directly or indirectly from violation of the E-Verify Requirements by Company or any of its subcontractors, including without limitation any Losses incurred as a result of the contract being deemed void.

Signature of Company's Authorized Representative

Date

Print Name and Title: _____