



Metropolitan Washington  
**Council of Governments**

## **REQUEST FOR PROPOSAL (RFP) NO. 25-010**

### **LEGAL SERVICES**

Proposers shall submit an electronic copy of their proposal via the Bonfire Portal at <https://mwcog.bonfirehub.com> as described in Section X.

**Submission Due Date: February 28, 2025, 2:00 PM EDT**

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## I. SUMMARY

Services requested	Legal services on an as-needed basis
Contract type	Time & Materials (T&M)
Number of contracts	One
Duration of contract	Beginning March 15, 2025, and continuing for a period of three (3) years, with an option to renew for an additional two (2) year period
Disadvantaged Business Enterprise (DBE) goal	See Below
Payment method	Net 30
Planned duration of RFP advertisement	4 weeks
Start of advertisement period for RFP	February 12, 2025
Deadline for questions about RFP	February 19, 2025
Deadline for COG responses to questions	February 26, 2025
Deadline for proposals	February 28, 2025
Estimated Award Date	March 3, 2025

## II. INTRODUCTION

- A. The Metropolitan Washington Council of Governments (COG) is the regional organization of 24 of the Washington metropolitan area's major local governments and their governing officials, plus area members of the Maryland and Virginia legislatures and the U.S. Senate and House of Representatives. COG provides a focus for action on issues of regional concern, including coordinating public safety programs for the region. COG is supported by financial contributions from its participating local governments, federal and state government grants and contracts, and through donations from foundations and the private sector. More information on COG may be found at [www.mwcog.org](http://www.mwcog.org).

## III. DEFINITIONS

- A. Throughout this Request for Proposals (RFP), the following definitions shall hold:
1. *Contracting Officer*. The Executive Director of the Metropolitan Washington Council of Governments or their designee.
  2. *Contractor*. An individual or organization awarded a prime contract based on this solicitation.
  3. *Subcontractor*. An individual or business firm contracted to perform part or all of a Contractor's contract.
  4. *Technical Selection Committee*. The Committee established to review proposals received in response to this solicitation and which recommends selection of Contractors to the COG Contracting Officer.

## IV. BACKGROUND

The Metropolitan Washington Council of Governments (COG), a 501(c)3 non-profit, District of Columbia corporation, is the regional organization of the Washington area's

major local governments and their governing officials, plus area members of the Maryland and Virginia legislatures and the U.S. Senate and House of Representatives. COG has approximately 125 employees. COG is the premier forum to resolve regional issues by convening local governments and other stakeholders. It is the place where intergovernmental plans are developed to enhance the quality of life in the National Capital Region. Policies are set through the COG Board of Directors, the National Capital Region Transportation Planning Board and the Metropolitan Washington Air Quality Committee.

COG provides a focus for action on issues of regional concern such as comprehensive transportation planning, air and water quality management, environmental monitoring, tracking economic development and population growth and their effects on the region, coordinating homeland security and the other public safety programs and promoting housing. COG is supported by financial contributions from its participating local governments, federal and state government grants and contracts, and through grants and contracts from foundations and the private sector. Additional information concerning COG's leadership, membership and work program may be found on its website [www.mwcog.org](http://www.mwcog.org). COG's Annual Work Program and Budget, as well as its most recent audits may also be found on the website.

COG is an equal shareholder in the Center for Public Administration and Service, Inc. (CPAS) along with the International City/County Management Association and Mission Square. CPAS is a real estate investment trust (REIT) that owns the owner-occupied office building at 777 North Capitol Street, NE, Washington, DC.

Since its inception COG has employed a General Counsel. From the 1960's through the end of the 1990's the position was part-time. The position became full-time at COG in 1999 and continued to be full-time until retirement of that General Counsel in 2010. Since 2010, the General Counsel has been a contract position in which the engagement has been with a single firm whose partner with assistance of her staff has provided the same level of guidance, representation and other legal support to the COG Board of Directors and staff. That partner will be retiring from full-time legal practice in March 2025, and has given notice of termination of the firm's contract.

The General Counsel reports to the Executive Director and the majority of the work on a daily basis is on behalf of COG staff.

## **V. SCOPE OF WORK**

- A. The selected Firm/Attorney will be expected to act in the role of a corporate or agency general counsel, and will be required to provide a range of legal services on an as-needed basis in the various and diverse subject matter areas that are of COG concern, including but not limited to:

- 1. General legal advice and representation
  - a. Required or requested preparation/attendance at Board of Directors, Senior Staff and other meetings as required (e.g., Transportation Planning Board (TPB) and other COG policy committees, Blue Plains Intermunicipal Agreement committees, external and internal to COG; engagement as requested with other COG member counsel or other persons;

- b. Formal and informal advice by email, phone or walk-in; presence at COG offices; often will be required.
  - c. Review of the District, MD and VA state statutes and regulations to address reciprocity and other issues, and consultation with state and local counsel;
  - d. Review existing and proposed legislation (state or federal) for impact on COG or member governments; prepare proposed comments supporting or opposing legislation, draft amendment language;
- 2. Contract review and negotiation
  - a. Review of contracts, RFPs etc., prepared by COG staff or others;
  - b. Drafting of contracts to assist Purchasing and other staff or MOUs and other agreements to enable COG work with other governmental and non-governmental entities
- 3. Grants and Compliance
  - a. Review federal and state grant requirements, with emphasis on our primary funding sources which include the Federal Highway Administration (FHWA), the United States Environmental Protection Agency (US EPA) and the United States Department of Homeland Security (US DHS). This includes certification on an annual or other periodic basis of COG compliance with those requirements;
  - b. Advise staff on rules of various grant agencies, e.g. Title VI, DBE; requirements of new grant programs.
- 4. Human Resources/Employment law
  - a. Provide advice on proposed personnel actions, including but not limited to, ADA, alleged discrimination and retaliation, and disciplinary;
  - b. As desired by staff and COG's insurer, prepare responses to EEOC charges; work with insurance counsel on defense of lawsuits brought against COG and act as COG's liaison with said counsel and COG staff (see also subsection B below);
  - c. Review of proposed policy or rule amendments for compliance with law and applicability to COG; and recommend changes.
  - d. As requested, draft amendments to policies or new policies;
  - e. Review and advise on conflict of interest(s) or fraud issues (in conjunction with applicable COG staff or other officials) for the Board of Directors, appointees, and COG staff.
- 5. Regulatory compliance

- a. With applicable COG staff, ensure COG compliance with its corporate requirements. The current General Counsel has served as registered agent for COG in VA.
6. COG Attorneys Committee-Meets 3-4 times per year
  - a. The committee acts as a (largely virtual) forum to review issues of concern to the state and local government attorneys of the COG member jurisdictions (and some relevant federal counsel) and assist in building consensus on COG issues, or obtaining/coalescing legislative or regulatory support;
  - b. The Committee review and advises on regional agreements such as the public safety mutual aid agreements;
  - c. General Counsel keeps the Committee apprised of relevant legislation, COG Board actions, COG projects, and other matters relevant to their legal work.
- B. Litigation support
  1. Work with insurance counsel on covered claims and litigation;
  2. Direct representation in court or before an agency when the matter is not covered by COG insurance or when the matter is one which the COG Board desires to pursue;
  3. Oversee or coordinate with “outside/specialty” counsel retained for litigation or to advise on discrete matters (e.g., cybersecurity).
- C. Agency governance
  1. Responding to requests for records (note: COG is not covered by public records or freedom of information acts unless there is a grant or other specific requirement;
- D. Environmental & Land Use Law
- E. Government Relations and Legislation – assist as required with COG’s staff and outside consultants on legislative matters, including reviewing or drafting/revising proposed legislative proposals or actual legislation.
- F. Other legal work that may be required
  1. COG General Counsel has served as counsel for CPAS. This work has also involved coordination with legal counsel on the building loan.

## VI. PERIOD OF PERFORMANCE

- A. The period of performance shall commence as of March 15, 2025 and continue for a period of three (3) years, with an option to renew for an additional two (2) year period by mutual agreement and an amendment executed to that effect.

## VII. PRICES/BILLING

- A. Unless stated otherwise below, all prices offered by Proposers shall be firm against any increase for the duration of the contract period given above.
- B. Any delivery charges, fees, insurance, expenses, and/or overhead shall be included in the price.
- C. Contractor shall set up its billing system to ensure that invoices do not include sales tax. COG, and any other using Agencies, will provide certificates of exemption for sales tax upon request.
- D. For all transactions, the successful Proposer shall have a valid W-9 form on file with COG. Proposers shall include a copy of their W-9 with the response to this RFP.

## VIII. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

- A. Disadvantaged Business Enterprise (“DBE”) participation shall be an integral component of the Contractor selection process for this RFP. COG's DBE Policy may be viewed on its website [www.mwcog.org](http://www.mwcog.org). Responding firms shall submit with their proposals a DBE Participation Plan to meet this goal. The plan shall identify any DBE (defined in 49 CFR Part 26) that shall be participating in the project. The plan shall include the name and address of the participating firm, a **copy of the firm's current DBE Certification** from any federal, state, or local government agency that certifies DBE ownership (please note only **DBE** certifications will be accepted by COG for this purpose).
- B. COG, in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000 d – 42 and Title 49, Code of Federal Regulations, hereby notifies all Proposers that it will affirmatively ensure that any contract entered pursuant to this advertisement will afford minority business enterprises full opportunity to submit bids in response to this invitation, and will not discriminate on the grounds of race, color, sex, or national origin in consideration for an award.
- C. **DBE Assurance** – The Contractor or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.
- D. A total of 5 possible points (out of a maximum of 100 points) may be awarded for DBE participation, as measured in dollars, either as the Contractor or "Subcontractor". In the event of a tie score between 2 or more proposals, the proposal with the largest percentage of DBE participation, as measured in dollars, will be awarded the contract. DBE points are to be awarded as follows:

**PARTICIPATION POINTS**

10% to 14%	1
15% to 19%	2
20% to 24%	3
25% to 34%	4
35% or more	5

**NOTE: Failure to have DBE participation does NOT disqualify a firm from being awarded a contract.**

**IX. EVALUATION AND SCORING CRITERIA**

- A. The proposals will be evaluated by a Technical Selection Committee made up of subject matter experts.
- B. In evaluating the proposals, the following factors will be considered, with points awarded up to the maximum shown:
  1. Technical Expertise (35%) – Proposers must demonstrate their ability to provide the services at a sufficient level of technical proficiency.
  2. Key Personnel, Qualifications, and Credentials (20%) – Proposers shall provide a list of personnel who will perform the work, including specifying who will serve in the specific position of General Counsel and who will serve in a support role, with resumes attached.
  3. Past Performance and Experience (20%) – Proposers shall provide an outline of their experience along with references from at least three (3) other organizations of a similar size and scope.
  4. DBE Participation (5%) – Proposers’ DBE participation, as described in Section IX, shall be scored as up to five percent of the total.
  5. Price Proposal (20%) – Pricing shall be scored as up to twenty percent of the total.

<b>Scoring Factor Chart</b>	
<b>Factor</b>	<b>%</b>
Technical Expertise Meeting Requirements	35
Key Personnel, Qualifications and Credentials	20
Past Performance/References	20
DBE	5
Price Proposal	20
<b>TOTAL</b>	<b>100</b>

**X. PROPOSAL INSTRUCTIONS**

- A. Proposals should provide a narrative description of special experience, capabilities, and technical resources that will be contributed to this project by the submitting firm. The following points should be addressed in the narrative description:



1. A brief description of the Proposer’s background and organizational history (including number of years in business and number of years performing services required by this RFP), and number of employees;
  2. Experience successfully completing projects of a similar scope and size.
  3. Resumes of the key project staff who will be working on this project.
- B. The written proposal shall be organized to match these headings:
1. File A: Narrative and Technical Proposal
    - a. Letter of Interest
    - b. Table of Contents
    - c. Executive Summary
    - d. Team Competence
    - e. Prior Projects
    - f. Resumes of Key Project Staff
  2. File B: Price Proposal
    - a. Proposal Form
    - b. All Documents Listed in Paragraph D, below.
    - c. Any Exceptions Taken to the RFP or any Terms and Conditions included.
- C. The requested Letter of Interest must be signed by an authorized principal or agent of the Contractor, and provide an overview of Proposer’s offer, as well as a name, title, phone number, and email address of the person to whom questions may be directed concerning the proposal.
- D. Proposers must include the additional documentation specified below in their RFP submission or they may be determined to be non-responsive and subject to rejection. See the Proposal Checklist below.
1. Each Proposal shall be accompanied by a NON-COLLUSION AFFIDAVIT regarding price fixing, gratuities, bribery, and discriminatory employment practices. When the Proposer is a corporation, a duly authorized representative shall execute the affidavit.
  2. REFERENCES are to be provided from three (3) other clients who are being, or have been, provided by the Proposer with similar products, services, and scope of work.
  3. Proof of insurance, in the form of an ACORD Form 25 must be provided as per the Terms and Condition.

4. A statement declaring no conflicts of interest.
  5. Copy of license to practice law in DC.
  6. Proposer shall include a copy of their W-9.
- E. All Proposals must be completed by responsible company officials and submitted to the Bonfire system on or before the due date and time.
  - F. Proposals will not be accepted if submitted through hard copy, mail, courier, fax, email, or any other electronic method except as described below. Proposals submitted through any method other than the Bonfire system will be rejected.
  - G. Proposers shall submit one electronic copy to the Bonfire system at <https://mwcog.bonfirehub.com/opportunities>.
  - H. To contact COG or to ask questions in relation to this RFP, Proposers must register with COG's public purchasing portal at the above URL and initiate the communication electronically through the Vendor Discussion or Ask a Question feature. COG will not accept any communications regarding this RFP via other means. Attempts to contact COG employees regarding this RFP through any other means than the above may result in disqualification of the Proposer.
  - I. Please do not wait until the last moment to register. If problems occur during registration or submission, please contact Bonfire at [support@gobonfire.com](mailto:support@gobonfire.com), and cc [purchasing@mwcog.org](mailto:purchasing@mwcog.org).
  - J. All questions regarding discrepancies, omissions, specifications, instructions, or the required forms may be directed via email no later than ten (10) working days in advance of the deadline via the Bonfire system. COG will post any addendum necessary to address questions no later than five (5) work days before the due date of proposals.
  - K. Proposal responses should indicate that proposers have reviewed the latest addenda on the Proposal Form via the Checklist.
  - L. Offerors must acknowledge their understanding of all terms listed in this RFP by signing the Proposal Form as part of their submission.
  - M. Any variation to the solicitation specifications should be noted by the vendor/Contractor as an exception with an explanation attached to the Proposal Form.
    1. Exceptions taken do not obligate COG to change the specifications.
    2. In some cases, exceptions may result in the Proposer to be disqualified or result in a lower score in the evaluation process.
    3. Failure to report exceptions with the submission may result in disqualification.

**XI. PROPOSAL FORM****Required Document Checklist**

Items	Acknowledgment/Attached	
Pricing Proposal	YES_____	NO_____
Terms and Conditions	YES_____	NO_____
Non-Collusion Affidavit	YES_____	NO_____
Certification Regarding Debarment	YES_____	NO_____
References	YES_____	NO_____
DBE Proposal Response Form	YES_____	NO_____
Copy of License to Practice in District of Columbia	YES_____	NO_____
Proof of Insurance (ACORD Form 25)	YES_____	NO_____
*Exceptions Taken	YES_____	NO_____

\*If any exceptions are taken, including the Terms and Conditions, please attach them on separate sheet(s) at the end of the proposal submission. **It is imperative that exceptions be indicated with the submission in order to evaluate the responsiveness of the Proposal. COG will not accept exceptions requested after the submission of Proposals.**

Addendums (if applicable)	Acknowledgement	
Addendum #1	YES_____	NO_____
Addendum #2	YES_____	NO_____
Addendum #3	YES_____	NO_____
Others _____	YES_____	NO_____

**Signature Section**

I have read, understood, and agreed to the terms and conditions of all contents of this RFP. The undersigned agrees to furnish the commodity or service stipulated in this RFP as stated above.

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_