



Legal Services Request For Proposals

Charleston, South Carolina
Date: June 27, 2018

Due Date: August 1, 2018
Time: 3:00 P.M. EST

Receipt Location:
BCD Council of Governments
Attn: Jason McGarry
1362 McMillan Ave, Suite 100
North Charleston, SC 29405

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PUBLIC NOTICE:

**Berkeley-Charleston-Dorchester Council of Governments
RFP: COG2018:02 Legal Services**

Berkeley-Charleston-Dorchester Council of Governments (BCDCOG) will accept proposals from qualified board certified legal firms or consultants to provide sound counsel, advice, research and such other duties as directed by and necessary for the Staff and Board of Directors of the BCDCOG and its entities so that it may ethically and legally carry out its statutory and legal responsibilities.

BCDCOG entities include BCD-RTMA d.b.a. TriCounty Link and Charleston Area Regional Transportation Authority (CARTA), which serve the public transportation needs within Berkeley, Charleston, and Dorchester counties.

The deadline for Firms to submit written is **3:00 PM on July 18, 2018**. All questions should be emailed to jasonm@bcdkog.com and will be answered in a written addendum.

The deadline for receipt of all submittals is **3:00 P.M. on August 01, 2018**

All Proposal responses shall be clearly marked with the RFP name and number and delivered to:

BCD Council of Government
Attn: Jason McGarry
1362 McMillan Ave, Suite 100
North Charleston, SC 29405

*Note: The deadline shown above 3:00 P.M on **August 01, 2018** is extremely important. The completed proposal must have been physically received on or prior to that deadline. If you plan to have your proposal delivered other than by personal delivery, please remember that even though the proposal may be postmarked prior to the deadline, if it is not received by the deadline time and date, it absolutely cannot be considered.*

1.0 Introduction

BCDCOG

The Berkeley-Charleston-Dorchester Council of Governments (BCDCOG) is a regional agency, which serves a three-county area in South Carolina. BCDCOG offers a wide variety of planning, economic development and social services in order to aid in the orderly growth and development of the area. The BCDCOG's primary objectives are to assist local governments develop local and regional plans within the tri-county region, as well as providing local governments with planning and technical support to improve the quality of life in the region. Please visit our website <http://bcdcog.com/> for additional information.

CARTA

CARTA was created in 1997 by adoption of a mutual agreement by the following jurisdictions: Charleston County, The City of Charleston, The City of Hanahan, and The City of Isle of Palms, The City of North Charleston, The Town of Kiawah Island, The Town of Mt. Pleasant, and The Town of Sullivan's Island.

CARTA provides public transportation services within the member jurisdictions, with the authority to determine scope (routes, equipment, and facilities) and standards of the service to be provided. CARTA is subject to the regulations of the US Department of Transportation (DOT), Federal Transit Authority (FTA), South Carolina Department of Transportation (SCDOT), and federal, state and local laws.

BCD-RTMA

In 1996, Berkeley, Charleston and Dorchester Counties agreed to invest in the cost for the startup of a rural transit service for the residents of the region. The Berkeley, Charleston, Dorchester Rural Transportation Management Authority (BCD-RTMA) was created to operate this service. The BCD-RTMA service was implemented to provide a home-to-work option for rural residents with an investment of just \$30,000 per year per county. The funding from the three counties was programmed to last only three years, after which we were tasked with becoming self-sufficient. Over the past thirteen years, the BCD-RTMA has succeeded in becoming independent through various service changes and by providing contract service to several agencies throughout the region. Until the half-cent sales tax was approved in Charleston County, the BCD-RTMA had not received funding from any of the counties in the region since its initial startup.

In late 2007, the Berkeley, Charleston, Dorchester Rural Transportation Management Association (BCD-RTMA) changed its operating name to better describe the service it provides and to be more visible in the communities being served. Since being established, our system has grown from a single-county service to one that is taking on the challenges of serving three counties more effectively. Founded on the premise of being self-sustaining, TriCounty Link celebrated its 13th birthday in July 2009.

Recognizing the importance of creating a more seamless transportation network, TriCounty Link management approached the Charleston Area Regional Transportation Authority (CARTA) board of directors and requested approval of a transfer agreement that would allow customers to pay one fare each way when transferring between the rural and urban transportation systems. The transfer agreement was implemented in January 2007 and has been very successful.

The TriCounty Link system is comprised of 9 regular fixed routes and 6 commuter routes that provide services to rural residents of Berkeley, Charleston and Dorchester counties. While each of the nine fixed routes follows a published schedule, each route also includes a route deviation option.

The driver may go off the fixed route up to one-quarter mile to pick up customers that cannot meet the bus at designated stop locations. We are also a flag -stop system and will pick up customers between the scheduled stops along each of the fixed routes.

1.1 Proposal Schedule

Proposals shall be solicited and evaluated by the following schedule:

Publish/Release Solicitation	_____	June 27, 2018
Deadline for Written Questions	_____	July 18, 2018 by 3:00 PM
Deadline for Proposals	_____	August 01, 2018 by 3:00 PM
Evaluation Process	_____	TBD
Interview with Selected Firms	_____	TBD

A. Submission

One (1) digital, One (1) original, and three (3) copies of the Proposal shall be submitted no later than 3:00 p.m. EST on August 01, 2018, to the following address:

BCD Council of Government
RFP# COG2018-01: Legal Services
Attn: Jason McGarry
1362 McMillan Ave, Suite 100
North Charleston, SC 29405

Any proposals received after the scheduled deadline on the closing date will be immediately disqualified in accordance with BCDCOG policies.

Proposals shall be submitted in a non-binder format and placed in a sealed box or envelope that is labeled with the Firms name and identified as containing a Proposal responding to RFP #COG2018-01 for Legal Services.

No oral, facsimile, telegraphic proposals or subsequent modifications to such proposals will be considered except as specified herein.

B. Addenda

In the event it becomes necessary to revise any part of the RFP, addenda will be provided to all firms who received or requested the RFP document from BCDCOG.

C. Proposal review process

The procurement of these Firm's services will be in accordance with BCDCOG and other applicable federal, state and local laws, regulations and procedures.

Proposals shall be submitted as set forth in this RFP. The selection committee will review and evaluate Proposals in accordance with the requirements and instructions contained in this RFP.

Following evaluation of the proposals, the Selection Committee may sub-select finalist who may be invited to participate in an interview, if necessary.

1.2 Instructions and General Conditions

A. Firms Responsibility

Firms shall fully acquaint itself with the conditions relating to the scope and restrictions attending the execution of the services under the conditions of the RFP. The failure or omission of a Firm to acquaint itself with the existing conditions shall in no way relieve it of any obligation with respect to the proposal submitted by the Firm to any contract resulting from this RFP.

B. Duty To Inquire

Should a Firm find discrepancies or omissions in this RFP, or should the Firm be in doubt as to the meanings, the Firm shall at once notify BCDCOG in writing prior to the last day for written questions. If additional clarification is warranted, a written addendum will be sent to all persons or firms receiving this RFP.

C. Signature Requirements

Only authorized officers eligible to sign contract documents will be accepted. Consortiums, joint ventures, or teams submitting proposals, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one contractor or one legal entity. This proposal should indicate the responsible entity. Firms should be aware that joint responsibility and liability will attach to any resulting contract and failure of one party in a joint venture to perform will not relieve the other party or parties of total responsibility for performance.

D. Waiver

By submission of its proposal, the Firm represents and warrants that it has sufficiently informed itself in all matters affecting the performance of the work or the furnishing of the labor, services, supplies, materials, or equipment called for in the solicitation; that it has checked the proposal for errors and omissions; that the prices and costs stated in its proposal are intended by it; and, are a complete and correct statement of its prices and costs for providing the labor, services, supplies, materials, or equipment required.

E. Confidential Information

All proposals received become the exclusive property of BCDCOG. At such time, as a Contract is agreed to by the contractor and the Board, all proposals submitted will become a matter of public record and shall be regarded as public records, with the exception of those elements in each proposal which constitute confidential and proprietary information or trade secrets as those terms are used in S.C. Code Ann. §§ 11-34-410 and 30-4- 40(a)(1) and which are so marked as "TRADE SECRET," "CONFIDENTIAL" or "PROPRIETARY." However, proposals which indiscriminately identify all or most of the proposal as exempt from disclosure without justification may be released pursuant to a freedom of information request. BCDCOG shall not in any way be liable or responsible to any Firm or other person for any disclosure of any such records or portions thereof, whether the disclosure is deemed to be required by law, by an order of a court, or occurs through inadvertence, mistake, or negligence on the part of BCDCOG or its officers, agents, or employees. Any legal costs associated with determination of what is excluded or included in a public records request is at the expense of the Firm.

Firms should not simply mark their entire proposal as Confidential or exempt from Freedom of Information Act. Doing so will result in BCDCOG making an independent determination of confidentiality or exemption. BCDCOG further hereby disclaims any responsibility for any information which is disclosed as a result of Firms such independent determination of confidentiality or exemption necessitated by the Firms failure to properly follow this section.

F. Revisions To RFP

BCDCOG reserves the right, when necessary, to postpone the times in which proposals are scheduled to be received and opened, and to amend part or all of the RFP. Prompt notification of

such postponement or amendment shall be given to all perspective Firms who have requested or received copies of the RFP. Receipt of all addenda must be acknowledged in the proposals received by BCDCOG.

G. Protest Procedures

Any prospective Firm or contractor who is aggrieved in connection with the solicitation of a contract may protest to BCDCOG. Any such protest must be delivered in writing within five days of the issuance of the RFP. Or within five days of the amendment there to if the amendment is the issue. A protest must set forth all specific grounds of protest in detail and explain the factual and legal basis for each issue raised. This project is to be funded in part by FTA and is subject to FTA rules and regulations. FTA only accepts protests alleging that a grantee fails to have written protest procedures or has violated such procedures or fails to review a complaint or protest.

H. Withdrawal of Proposal

No proposal may be withdrawn after the proposals have been opened.

I. Reserved Right

All Firms are notified that the contract for this service is contingent upon Federal and State appropriations. In the event that funding is eliminated, decreased, or not granted, BCDCOG reserves the right to terminate any RFP; any contract awarded hereunder or modifies any contract or this RFP accordingly. BCDCOG makes no representations that any contract will be awarded to any Firm responding to this RFP.

- BCDCOG reserves the right to waive any minor irregularities in any and all Proposals.
- BCDCOG reserves the right to reject all Proposals and re-solicit or cancel this procurement if deemed by BCDCOG to be in its best interest, without indicating any reason for such rejection(s).
- BCDCOG also reserves the right to enter into a contract with any Firm based upon the initial Proposal or on the basis of a best and final offer without conducting oral interviews.

J. Prohibited Interest

No member, officer, employee of BCDCOG or member of its Board during his/her tenure or one year thereafter, shall have any interest, direct or indirect, in any resultant contract or the proceeds thereof.

K. Notice To Proceed

The Firm shall be issued a written Notice to Proceed. Any services provided prior to receipt of the Notice to Proceed shall be at the sole risk and expense to the Firm.

L. Labor Provisions

South Carolina is a Right-to-Work state. The successful Firm shall be responsible for compliance with all applicable requirements of 49 USC § 5333(b).

M. Cost of Proposal Preparation

BCDCOG shall not be responsible for any cost or expenses incurred for preparation of the Proposal in response to this RFP. Firms shall not include such expenses as a part of the price proposed. BCDCOG and the BCD Council of Governments shall be held harmless and free from any and all liability, claims, or expenses whatsoever, incurred by, or on behalf of any person or organization responding to this RFP. Costs related to Proposal preparation include, but shall not be limited to the following:

- Preparing proposals in response to this RFP.
- Negotiations with BCD Council of Governments on any matter related to this procurement.
- Costs associated with interviews, meetings, travel, or presentations.
- Other expenses incurred by an Firm prior to formal Notice to Proceed for any agreement.

2.0 Scope Of Work

BCDCOG is seeking to secure the services of an established Law Firm, which offers a range of services in a variety of legal specialty areas from which BCDCOG entities can draw from as needed.

2.1 General Information

The firm shall act as General Counsel to CARTA and BCD-RTMA staff and Board of Directors. General Counsel will provide advice and interpretation of Local, State and Federal law with a focus on the areas of transportation and corporate law.

2.2 Typical Duties shall include, but are not limited to, the following:

- Provide general legal advice;
- Represent the Agency in litigation;
- Represent the Agency in matters with federal, state, and/or local governments and/or agencies;
- Maintain knowledge of issues facing BCD-RTMA, and CARTA and be prepared to offer legal opinion;
- Review and approve legislative documents with regard to Board of Directors actions;
- Review, consult and approve contracts and purchasing documents as needed;
- Assist the Agency in the federal, state and local grant process when requested;
- Work with other assigned Agency counsel as required; and
- Attend work sessions and meeting with Board and staff when requested.

2.3 Specific Duties shall include, but are not limited to, the following:

- Review contracts, reports, proposals, FIOA requests etc. and advise the Executive Director/Deputy Directors on legal issues and/or as to legal form;
- Assist/advise the Executive Director/Deputy Directors on Parliamentary matters;
- Board of Directors may also contact the General Counsel with their own inquiries and Counsel is as well authorized to respond to those inquiries;
- Represent the Board of Directors in developing/negotiating the employment contract with the Executive Director or his representative;
- Report to and receive assignments from the Executive Director.

2.4 Other Duties shall include, but are not limited to, the following:

- Annually review the federal certifications and assurances with the Executive Director or his designee;
- Provide prompt response to inquiries from the Board;
- Establish reasonable completion dates for assignments and be accountable for adherence to such dates;
- Time spent by an associate and/or paralegals should not be billed at the senior attorney rate but at an appropriate associate rate only; and
- Provide the BCDCOG finance department with billing broken down by assignment and entity.

2.5 Desired Qualifications

- Substantial knowledge and experience in the interpretation of state laws as they relate to municipal corporations, municipalities, and South Carolina transit agencies (in particular the South Carolina Code of Laws, Title 58 – Public Utilities, Services, and Carriers, Chapter 25: Regional Transportation Authorities)
- Substantial knowledge and experience in the interpretation of federal laws as they relate to the United States Department of Transportation, Federal Transit Administration;
- Knowledge of Roberts Rules of Order as it relates to Parliamentary duties at public meetings;
- Substantial experience in working with agencies and public boards with multi-million dollar annual budgets;
- Experience in all aspects of contract and procurement law;
- Knowledge of funding and grants administration regulations of the South Carolina Department of Transportation and the Federal Transit Administration; and
- Member in good standing of the South Carolina Bar

3.0 Proposal Content and Outline

Section 1: Proposal coverage

Cover the scope of work and general objectives to which the proposal is addressed.

Section 2: Tasks and Method

Describe the principal tasks or sub-tasks undertaken. Describe and discuss the method of management control to be applied to the services to ensure timely deliverables, professionalism, and quality performance. The content should generally follow the outline of work tasks, though alternative approaches may be suggested to accomplish the same ends. The proposals submitted must clearly identify:

1. A work plan indicating that the proposer understands the nature, scope and scale of the work to be done.
2. Activities to be undertaken under each work task
3. Time to be devoted to each task
4. Provide current reference information for three former or current clients.
5. Provide a company profile, length of time in business and core competencies.
6. Briefly describe your firm's project management process.
7. Please explain your service level agreement (SLA) structure.

Section 3: Organization and Manpower

Include the name of the project manager and/or the name(s) of key personnel in organizational chart format. Include a brief resume for each person shown on the Organization Chart, including special qualifications applicable to the performance of this project. Describe the specific effort to be contributed to the project by each person if applicable. If subcontractors are to be used, describe the arrangements and include resumes of key personnel. Prior approval shall be required for all subcontractor used. Statement of Incorporation, Partnership or Proprietorship of Proposer, including the names and titles of all officers, partners or principals of the proposer.

Section 4: Assignment

The individual to be assigned overall responsibility for the project shall be identified. In addition to be the person named above, it is also required to name the individual who would be assigned the responsibility for the specific identified task within the organization.

Section 5: Activities

Definition of the activities to be undertaken, how they will be carried out, and the approach and plan to achieve project activities, including definitive description of the tasks to be carried out.

Section 6: Prior and current experience

Include a list of projects currently in progress or completed within the last two years which are relevant to the type of project effort proposed. Include the names, addresses, and telephone numbers of contact points with those clients. BCDCOG reserves the right to request information from any source so named. Provide a minimum of three (3) references that demonstrate your experience. A contact person with telephone number for each reference should be included.

Section 7: Signature

The proposal shall be signed by an official authorized to bind the Firm, and shall contain a statement to the effect that the proposal is a firm offer for a ninety (90) day period. The proposal shall also provide the name, title, address, and telephone number of the individual(s) with authority to negotiate, and contractually bind the company, and also the identity of the person who shall be contacted during the period of proposal evaluation and negotiation.

Section 8: Provide any pertinent information needed to describe your services.

4.0 Evaluation Criteria

The proposal will be evaluated on the following categories listed below.

- I. Qualifications and Experience of the Firm – 40%
 - Such as demonstrated knowledge of state laws relating to municipal corporations and public transportation benefit areas, experience in working with agencies of a similar size, knowledge of federal laws and grant regulations of FTA and SCDOT, Roberts Rules of Order and other types of services offered by the firm, and response time to requests for assistance.

- II. Qualifications and Experience of members of the Firm assigned to work with BCD-RTMA and CARTA – 25%

- III. Cost Proposal – 25%

- IV. References – 10%

APPENDIX A

The Agreement shall be in effect for one year with an option to renew 4 additional years no more than 5 years from the award date. Having carefully examined the Request for Proposal, attachments and related documents, the undersigned proposes and agrees to provide the specified services in accordance with the Specifications described in the RFP, during the initial term of twelve (12) consecutive months and up to the maximum term of sixty (60) months from the date on the Notice to Proceed and at the prices set forth in the following Bid Schedules.

The BCDCOG will reimburse the Provider on the following basis:

1. The provider will furnish monthly reimbursement invoices to BCDCOG. These invoices will specify the service actually provided and will request payment based upon the established rate of service:.

Please indicate the amount indicated below for services:

- Team Leader and Shareholder _____ per hour
- Senior Associate _____ per hour
- Associate _____ per hour
- Paralegals _____ per hour
- Mileage (Travel other than to local office in Charleston) _____ per mile
- Copies (Copies made on client matters by the law firm) _____ per copy

Receipt of Amendment (if any)

- 1. _____
Authorized Signature
- 2. _____
Authorized Signature

The undersigned of this form as Firm, upon receipt of contract acceptance hereby agrees to furnish the above items to the BCDCOG in accordance with all the instructions that have been carefully reviewed and examined by the Firm.

Signature

Company

Date