

Metropolitan Area Planning Agency (MAPA) Professional Legal Services

Request for Proposals



**Proposals must be
submitted by 4:30 p.m.
CDT on July 2, 2025**

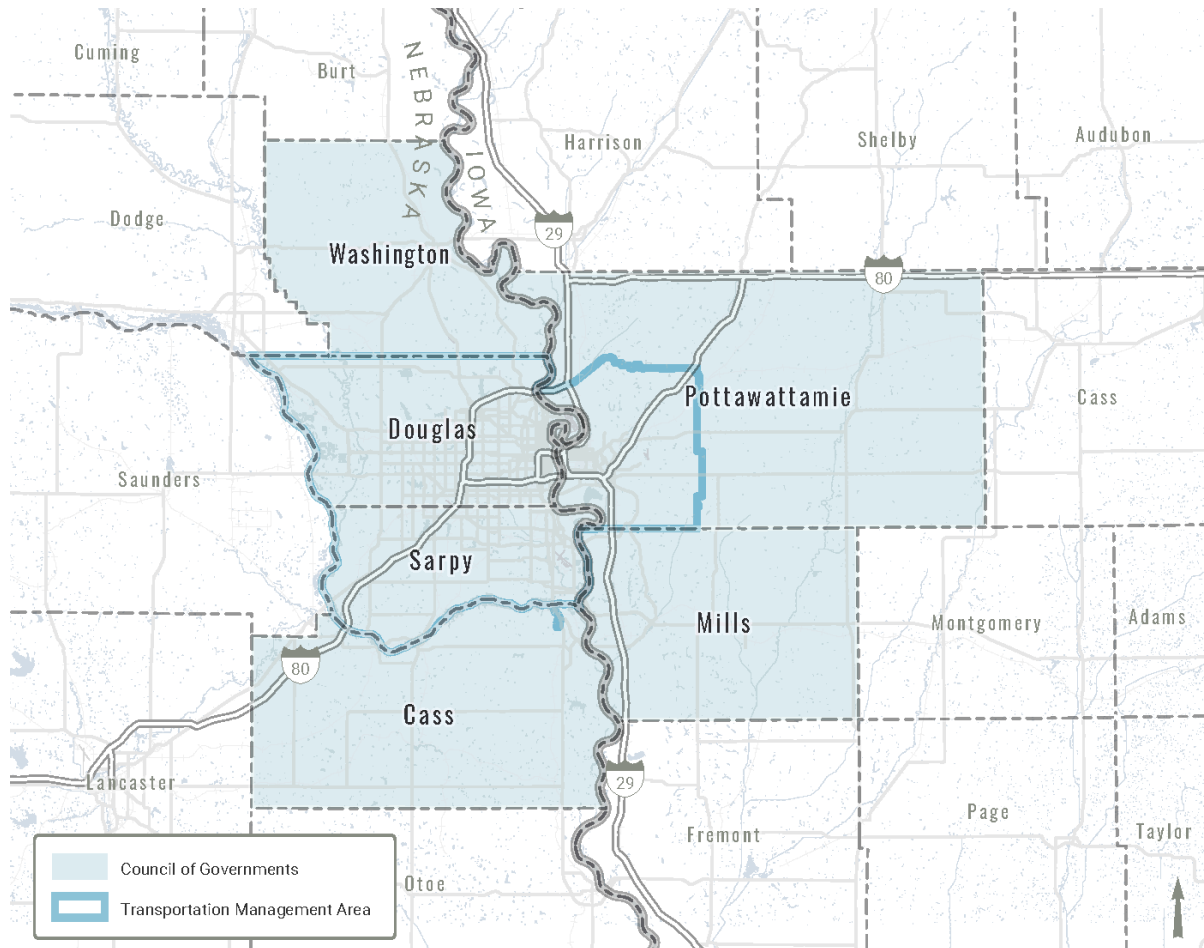
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1. Introduction & Background

MAPA was created by local governments in 1967 to serve as the regional planning agency. We serve a six-county region, including Cass, Douglas, Sarpy and Washington Counties in Nebraska, and Mills and Pottawattamie Counties in Iowa. MAPA is led by a 79-member Council of Officials, all of whom are appointed by local governments, which meets quarterly and sets policy for the agency. A nine-member Board of Directors is composed of elected officials and meets monthly to carry out those policies and oversee agency activities.

Figure 1. Metropolitan Area Planning Agency Service Area



MAPA exists to provide local governments with planning and technical support—thinking regionally and long range on the core issues that impact the vibrancy of the Greater Omaha-Council Bluffs area. These are issues of mutual benefit such as transportation, infrastructure, housing and natural resources. We work with communities to identify opportunities, secure funding and other resources for critical projects, and build consensus.

Our purpose is to promote and preserve the quality of life for a more happy, healthy and vibrant region. As a forum for intergovernmental cooperation, we are positioned uniquely to fill in the gaps as connectors, facilitators, advisors, implementers, with a big picture vision and an everyday attention to detail. Data and process-driven, we strive to be a trusted, objective resource to local government and public and private stakeholders.

Under the Nebraska Nonprofit Corporation Act, the MAPA Foundation was established in 2000 to act as a nonprofit §501(c)(3) subsidiary for the purpose of accepting and receiving charitable contributions. MAPA and its Foundation subsidiary are both governed by a nine-member Board of Directors, representing the membership of MAPA's service area. In 2014, the Foundation was designated as a Nonprofit Development Organization ("NDO") by the Nebraska Department of Economic Development ("NDED") to engage in community development activities, including housing development activities. Since its original designation, the Foundation has acted as a recipient for Community Development Block Grant (CDBG) program income on behalf of units of local government in the State of Nebraska and to support affordable housing development in local partnerships led by MAPA's member communities.

MAPA has previously utilized the legal services of the Law Department of the City of Omaha. This arrangement is permissible under [MAPA's interlocal agreement](#), but is not required. In negotiating a long-term, sustainable partnership with the City of Omaha, specific categories of legal services emerged as needs for the agency. MAPA proposes contracting with a firm or individual for outside legal services for a multi-year period for a variety of civil law services detailed in the scope of services below. Qualified respondents will demonstrate their ability to fulfill the requested legal services in both Nebraska and Iowa to support MAPA's operations in both states.

2. Scope of Services

MAPA is seeking the firm/individual to provide legal counsel for a variety of civil legal services in both Iowa and Nebraska. The selected firm or individual shall:

1. Provide legal advice to MAPA's Executive Director and Board of Directors;
2. Perform legal research, fieldwork, and other work and communicate the results to MAPA's Executive Director or designee;
3. Upon direction of the Executive Director negotiate, review, and prepare contracts, agreements, and conveyances, such as service agreements, lease agreements, franchise agreements, easements, purchase contracts, and other legal documents on behalf of MAPA;
4. Reviews analyze, draft, and revise policies, manuals, and other memoranda for MAPA to ensure they are coherent, enforceable, and consistent with State and Federal law; advise the Board and the Executive Director when revisions or changes need to be made;
5. Research, interpret, and apply laws, court decisions, executive orders and other legal authority in the preparation of opinions and briefs; prepare formal legal opinions upon request of the Executive Director or Board of Directors;
6. Perform other such duties as may be required by virtue of this position as Council Attorney and as directed by the Board and/or the Executive Director.

The scope of MAPA's activities includes the following areas where needs have been identified to date:

- 1. Presentations to MAPA Board of Directors**

The selected firm/individual shall prepare presentations to the MAPA Board of Directors at meetings at the request of the Executive Director or the MAPA Board Chair.

- 2. Real Estate & Property Transactions**

The selected firm/individual shall negotiate, review, and prepare real estate contracts and other documents, including leases, purchase agreements, and deeds of trust.

- 3. Employment Law and Worker's Compensation**

The selected firm/Individual shall participate in the development and revisions of MAPA policy, procedures, bylaws, and governing documents and worker's compensation claims at the request of the Executive Director or the MAPA Board of Directors.

- 4. Non-Profit Compliance**

The selected firm/individual shall advise and develop documentation relevant to the operations and compliance of the 501(c)3 MAPA Foundation at the request of the Executive Director or the MAPA Foundation Board of Directors.

- 5. Freedom of Information Act Requests**

The selected firm/individual shall advise the Executive Director on compliance with Freedom of Information Act (FOIA) and other open records requirements, develop and revise any relevant policies, and assist with response to such requests.

6. Litigation and Trial Activity

The selected firm/individual shall participate in contract negotiations, settlements, changes, and the initial evaluation of protests at the request of the Executive Director or the MAPA Board of Directors.

3. Project Schedule

The anticipated project schedule is listed below. It is recommended that key personnel hold the interview date on their calendars for a potential interview.

Activity	Date
RFP released	May 21, 2025
Deadline for written questions to be submitted	June 4, 2025
Responses to written questions posted	June 9, 2025
Deadline for submittals (CDT)	4:30PM on July 2, 2025
Consultant selection notification	July 9, 2025
Finance Committee Approval of Engagement	July 16, 2025
MAPA Board Approval of Engagement	July 24, 2025
Target Project Start Date	August 1, 2025
Contract End Date	June 30, 2026 (annual renewal for up to 5 years)

4. Evaluation Criteria

The evaluation of respondent firms will be based on their qualifications. A Consultant evaluation team made up of representatives from MAPA and/or its members will review and score proposals based on the content requirements and evaluation criteria outlined below. Factors that will be considered by the selection team include the following:

Criteria	Points
Cover Letter, Proposal Clarity, and Format: Responses will be evaluated based on the clarity and format of cover letter, and the responsiveness of the proposal as a whole to the requirements of the RFP.	20
Staffing and Attorney Qualifications: Responses shall identify the primary point of contact and include resumes for each individual who will be performing professional services under the contract, including attorneys with qualifications in both Nebraska and Iowa.	25
Project Understanding: Respondents must present their approach through further clarification and understanding of all services involved in this agreement. Any similar prior work may used to validate this understanding.	25
Prior Experience and Performance: Responses will be assessed on prior experience of the key personnel in the subject areas covered in Section 2 of this RFP. Client references will be used to track the respondent's record of timely performance, quality, and integrity.	15
Cost Proposal & Fee Structure: Costs and models for retaining the respondent's services will be evaluated based on the anticipated efficiencies, cost controls, transparency, and value.	15
Total Points	100

5. Submission of Proposals

One (1) electronic version (PDF preferred) of the response must be submitted to the Issuing Officer listed below. Responses received after the deadline will not be considered. Responses may not exceed **15 pages** in length based on the submittal requirements in Section 6. A table of contents will not be counted toward the page limit when included in responses. Responses must include proof of insurance and compliance with Title VI of the Civil Rights Act (which also do not count towards the total page limit).

The Issuing Officer, identified below, is the sole point of contact regarding the RFP from the date of issuance until selection of the successful vendor.

Michael Helgerson, Executive Director
Metropolitan Area Planning Agency
2222 Cuming Street
Omaha, NE 68102
mhelgerson@mapacog.org

From the issue date of this RFP until the announcement of the successful vendor, vendors may contact only the Issuing Officer regarding this RFP. Vendors may be disqualified if they contact any employee or representative of MAPA other than the Issuing Officer regarding this RFP. All questions must be submitted by email by the deadline for written questions. Answers to all questions will be posted on the MAPA website by the responses to written questions date (see Section 3 Project Schedule). Firms whose responses are not accepted will be notified as soon as the selected firm has been approved.

6. Submittal Requirements

Responses shall include the following items and be organized in the manner specified below.

A. *Cover Letter*

Provide name and address of the Prime Consultant firm, Sub-Consultant firm(s), and project contact person including phone and email. Summarize your understanding of the project scope and services being required. Provide a statement indicating your ability to provide timely legal services and meet the requirements detailed within the RFP. Indicate your acceptance of the requirements of this RFP. The cover letter must be signed by a duly authorized official of the Prime Consultant firm. Consortiums, joint ventures, or teams submitting proposals must establish that contractual responsibility rests solely with one company or one legal entity. The cover letter shall not exceed two (2) pages.

B. *Organizational Chart*

Prepare an organizational chart showing the project team including any subcontractors.

C. *Project Team*

The response shall include general information about the firm, the firm's area of expertise, and the firm's official name and address. Additionally, the response shall furnish the following qualifications to be considered for award of the contract:

1. Provide resumes or curriculum vitae for each person included in your proposed project team. State the educational background of each individual, years of experience, length of employment with your firm, and previous project experience. For each person, list specific responsibilities on this project, licensure status to practice law in Iowa and/or Nebraska, and relevant experience.
2. Any capacity and/or resources available that will enable you to support the assigned staff.
3. Explanation of ability to integrate the scope of work into the present and anticipated workload of each key team member for the proposed duration of the project.

4. Areas of specialization, if any.
6. Provide at least three (3) client references for the firm and key personnel (name, phone, email, and summary of services). Experience with public agencies of a similar size and scope is highly desirable.

D. Project Approach and Scope of Work

The response shall include the firm's approach to successfully accomplish the tasks listed in the RFP. Firms are invited to detail in narrative similar services provided to agencies and any relevant case studies or examples of exemplary service to clients. The discussion of the scope of work shall not exceed five (5) pages.

E. References

The response shall provide three references from Governmental agencies and/or non-profit organizations that have solicited similar services. References should include contact name, title, agency/organization, email, and phone number

F. Cost Proposal & Fees

The response shall include a price proposal detailing the cost of the proposed approach with sufficient detail for the review team to understand and compare responses. Multiple fee structures may be presented to articulate options available to MAPA. Additional documentation of potential costs may be submitted by respondents as well.

G. Conflict of Interest Disclosure (Not Included in Page Limit)

The response shall include a disclosure of any instance where the firm or any individuals working on the project has a possible conflict of interest and, if so, the nature of that conflict. MAPA reserves the right to cancel the project if any interest disclosed from any source could either give the appearance of or cause speculation as to the objectivity of the Consultant or any Sub-Consultants.

7. General Terms and Conditions

1. **Access to Records and Reports** — The proposer acknowledges the selected Consultant firm will give MAPA access to any books, documents, papers and records of the Consultant firm which pertain directly to the contract for the purposes of making audits, examinations, excerpts, and transcriptions. Related contractual documents will be maintained for no less than three years after the date of termination or expiration of the contract.

2. **Amendments to the RFP** — MAPA reserves the right to amend or cancel any or all parts of this RFP. Revisions to the RFP shall be posted on the MAPA website at least three (3) full business days prior to the deadline for submission of responses.
3. **Civil Rights and Non-Discrimination** — MAPA is in compliance with Title VI of the Civil Rights Act, as amended; section 303 of the Age Discrimination Act of 1975, as amended; section 202 of the Americans with Disabilities act of 1990; and, Executive Order 11246 (Affirmative Action to Insure Equal Employment Opportunity). Thus, clauses relating to nondiscrimination and equal employment opportunity (race, color, creed, national origin, sex, and disabilities) will be included in the contract with the selected Consultant firm.
4. **Confidentiality** — Before award of the contract, all responses to this RFP will be designated confidential as allowed by applicable state law. The Consultant understands and agrees that, upon award of any contract pursuant to this solicitation, the negotiated Scope of Work and fee amount paid to Consultant will be included in public documents as required by applicable state law. Consultants are encouraged to familiarize themselves with Nebraska Public Records Law (84-712) and Iowa Code Chapter 22 and 761 IAC Chapter 4 before submitting a proposal.
5. **Conflicts of Interest** — The Consultant shall immediately disclose, in writing, to MAPA any potential conflict of interest which may occur during the term of any contract awarded pursuant to this solicitation.
6. **Licenses** - The Consultant shall possess all licenses and anyone who will perform work will possess all licenses required by applicable federal, state, and local law necessary to perform the requirements of any contract awarded pursuant to this solicitation and will maintain all required licenses during the term of any contract awarded pursuant to this solicitation. In the event that any required license shall lapse or be restricted or suspended, the Consultant shall immediately notify MAPA in writing.
7. **Insurance** - The Consultant shall maintain all required insurance during the term of any contract pursuant to this solicitation. In the event that any required insurance shall lapse or be canceled, the Consultant shall immediately notify MAPA in writing.
8. **Non-Collusion** - The Consultant certifies that its RFP response is not a collusive RFP response. Neither the Consultant, nor any of its owners, stockholders, members, partners, principals, directors, managers, officers employees, or agents has in any way colluded, conspired, or agreed, directly or indirectly, with any other proposer or person to submit a collusive response to the solicitation or to refrain from submitting response to the solicitation, or has in any manner, directly or indirectly, sought by agreement or collusion or other communication with any other proposer or person to fix the price or prices, or to fix any overhead, profit, or cost component of the price in the response.

9. **Termination** — MAPA will retain the right to terminate the contract for convenience or default. These clauses will be incorporated into the contract with the selected Consultant firm.

8. Award of Contract

MAPA reserves the right to negotiate with the selected firm on matters related to project cost, or technical or other considerations that arise following announcement of the award of the contract. A decision to contract with the selected firm will be made by the MAPA Board of Directors following a recommendation by MAPA staff. Subject to selection and successful negotiation, MAPA intends to sign a contract on the date of MAPA Board Approval as shown in Section 3 with the objective of the selected firm beginning work on the Target Project Start Date and concluding on the Contract End Date as shown in Section 3. Extensions to this contract beyond the first year of service are at the sole discretion of the MAPA Board of Directors.