



COMMUNITY ACTION CORPORATION OF SOUTH TEXAS

Legal Services Request for Proposal (RFP)

**PROPOSALS DUE:
July 8, 2019**

**Attn: Ann Awalt, MPA
Executive Director
ann.awalt@cacost.org**

Community Action Corporation of South Texas
204 E. First St.
Alice, TX 78332

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204 E. First St. • Alice, TX 78332 • Ph. 361.664.0145

**REQUEST FOR PROPOSAL (RFP)
Legal Services**

INTRODUCTION

The Community Action Corporation of South Texas (CACOST) is a private non-profit organization established in 1971 and funded through state and federal grants and fees for service. CACOST has a workforce of 650 employees and a service area consisting of seventeen south Texas counties. The mission of CACOST is to continuously improve the lives of south Texans by providing high quality healthcare, education, housing, and economic opportunities to reduce poverty through services and partnerships. More information on CACOST can be obtained by visiting the CACOST web site at www.cacost.org.

GENERAL CONDITIONS

Purpose

CACOST is seeking proposals from attorneys currently licensed to practice law and maintaining an office in Texas or law firms including such attorneys to provide legal and consultant services for CACOST. Areas of legal practice should include, but not be limited to, administrative, corporate management, contract, litigation and employment law. Other services, on an as needed basis, will include consultation on human resources issues and training for staff and board members.

Submission Information

Closing date

Proposals must be submitted no later than 5:00 pm, July 8, 2019.

Inquiries & Contact Person

All questions concerning this RFP should be directed to Ann Awalt, MPA; Executive Director, at ann.awalt@cacost.org. Communication with other individuals will not be allowed. CACOST reserves the right to disqualify any Proposer who is found in violation of this provision. No questions other than written via email will be accepted, and no response other than written will be binding upon CACOST. Submittals will remain on file in accordance with the Texas Open Records Act.

Costs of Preparation

All costs incurred in the preparation of the response to this RFP and any associated costs will be the sole responsibility of the Proposer and will not be reimbursed by CACOST.

Submission Instructions to Proposers

To be considered responsive and receive an evaluation, proposals must fully address all sections of the RFP. Your proposal should be addressed as follows:

Community Action Corporation of South Texas
RFP for Legal Services
ATTN: Ann Awalt, Executive Director
204 E. First St.
Alice, Texas 78332
OR via email to ann.awalt@cacost.org

It is the responsibility of the Proposer to ensure that the proposal is received by the date and time specified above. **LATE PROPOSALS WILL NOT BE CONSIDERED.** Confirmation of receipt is the sole responsibility of the Proposer. Proposal submissions may include value-added alternatives and any relevant information in addition to the information requested in the RFP. Proposals may be withdrawn in writing prior to the deadline. Unless otherwise stated, all materials submitted by the Proposer in response to this RFP shall become the property of CACOST.

Notification of Award

CACOST anticipates, but does not guarantee, a contract will be awarded on or around the week of July 29, 2019. Award will be made to the Proposer based on the listed evaluation criteria and the responses that are most compatible with CACOST's needs. CACOST will be the sole judge in making this determination.

CACOST is not bound to accept the lowest bid or any proposal submitted. A contract for the approved proposal will be executed based upon the factors described in this RFP. The term of this Agreement is for a one-year period, beginning August 1, 2019, with mutually agreeable extensions, subject to evaluation for continuance or modifications, for up to a (5) year term.

CACOST may investigate the qualifications of any individual or legal firm under consideration, require confirmation of information furnished and require additional evidence of qualifications to perform the services described in this RFP. The Agency also reserves certain rights, including, but not limited to, the following:

- a. Reject any or all of the proposals
- b. Issue subsequent Requests for Proposals
- c. Cancel the entire Request for Proposal

- d. Remedy technical errors in the Request for Proposal process
- e. Appoint evaluation committees to review qualifications and proposals
- f. Seek the assistance of outside technical experts in evaluation
- g. Approve or disapprove the use of particular subcontractors
- h. Establish a short list of proposers(s) eligible for discussions after review of RFP
- i. Solicit best and final offers from all, some, or one of the proposers(s)
- j. Waive informalities and irregularities in RFP
- k. Award without discussion
- l. Cancel an awarded contract if performance is unsatisfactory, with the provision of a written notice; no penalty and/or fee may be imposed
- m. Conduct pre-contract negotiations with any and/or all potential qualified contractors

This RFP shall not, in any manner, be construed to be an obligation on CACOST to enter into a contract or result in any claim for reimbursement of cost for any efforts expended in responding to the RFP or in anticipation of any contract.

Expected Timelines

Event	Date(s)
RFP Notification Posting	June 21, 2019
Proposal submission due	July 8, 2019
The announcement of Intent to Award	July 25, 2019
Estimated Contract Date	August 1, 2019

ADDITIONAL TERMS & CONDITIONS

Confidentiality

The Proposer agrees to keep the information related to all contracts in strict confidence. Other than the reports submitted to CACOST, the Proposer agrees not to publish, reproduce or otherwise divulge such information, in whole or in part, in any manner or form, or authorize or permit others to do so taking such reasonable measures as are necessary to restrict access to the information while in the Proposer’s possession to these employees on the Proposer’s staff who must have the information on a “need-to-know” basis. The Proposer agrees to notify immediately, in writing, CACOST’s authorized representative in the event the Proposer determines or has reason to suspect a breach of this requirement.

Limitations and Reservations

CACOST reserves the right to negotiate the terms and conditions of the contract with any of the evaluated Proposers. Should the successful Proposer and CACOST fail to come to an agreement, CACOST may at its sole discretion award work to any of the

remaining Proposers. The Proposer to whom the contract is awarded shall be required to enter into a written contract with CACOST. This RFP and the proposal, or any part thereof, shall be incorporated into and made a part of the final contract.

CACOST specifically reserves the right to vary the provisions set forth herein any time before the execution of a contract where such variance is deemed to be in the best interest of the needs of CACOST.

If selected for negotiations, Proposer may be required to prepare and submit additional information before final Proposer(s) selection, to reach terms for the provision of services, which are agreeable to both parties.

Small, Women and/or Minority-Owned Business

Efforts will be made by CACOST to utilize small businesses and women and minority-owned businesses with the consideration that the primary responsibility is the most favorable return to CACOST. A Proposer qualifies as a small business firm if it meets the definition of "small business" as established by the Small Business Administration (13 CFR 121.201).

Equal Opportunity

It is the policy of CACOST not to discriminate on the basis of race, color, creed, gender, religion, marital status, age, national origin or ancestry, physical or mental disability, medical condition, sexual orientation, political affiliation or belief or any other consideration made unlawful by applicable federal, state or local laws. Contractor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to hiring, tenure, terms, conditions, and privileges of employment, or a matter directly or indirectly related to employment, because of age, race, color, creed, gender, religion, marital status, national origin, or ancestry, physical or mental disability, medical condition, sexual orientation, political affiliation or belief. Contractor further agrees that every subcontractor entered into for the performance of the Agreement shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of the covenant may be regarded as a material breach of the Agreement.

Stevens Amendment

This project will be supported by the U.S. Department of Health and Human Services (HHS) funds and we will comply with the Stevens Amendment.

COMPLIANCE WITH STATE AND FEDERAL LAWS

Historically Underutilized Businesses

It is CACOST policy to encourage participation of small and historically underutilized businesses (HUBs), as defined in Government Code, Chapter 2161.

"Historically underutilized business (HUB)" means an entity with its principal place of Business in this state that is:

- a corporation formed for the purpose of making a profit in which 51 percent or

- more of all classes of the shares of stock or other equitable securities are owned by one or more economically disadvantaged persons who have a proportionate interest and actively participate in the corporation's control, operation, and management;
- a sole proprietorship created for the purpose of making a profit that is completely owned, operated, and controlled by an economically disadvantaged person;
 - a partnership formed for the purpose of making a profit in which 51 percent or more of the assets and interest in the partnership are owned by one or more economically disadvantaged persons who have a proportionate interest and actively participate in the partnership's control, operation, and management;
 - a joint venture in which each entity in the venture is a historically underutilized business, as determined under Government Code Chapter 2161; or.
 - a supplier contract between a historically underutilized business as determined under Government Code, Chapter 2161 and a prime contractor under which the historically underutilized business is directly involved in the manufacture or distribution of the goods or otherwise warehouses and ships the goods.

Certification with Regard to Lobbying

No federal appropriated funds will be paid to any person for influencing or attempting to influence an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant or loan, the entering into of any cooperative agreement or the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement.

Equal Employment Opportunity

The Equal Employment Opportunity Clause required under Executive Order 11246, the affirmative action commitment for disabled veterans, recently separated veterans, other protected veterans, and Armed Forces Service Medal Veterans, the affirmative action clause for handicapped workers and the related regulations of the Secretary of Labor, 41 CFR Chapter 60, are incorporated by reference in the contract. By accepting the contract, vendor certifies that it complies with the authorities cited above, and that it does not maintain segregated facilities or permit its employees to perform services at locations where segregated facilities are maintained, as required by 41 CFR 60.

Prohibited Substances in the Workplace

The contractor is considered a representative of CACOST while carrying out the duties of the contract. CACOST has a policy that prohibits the possession and/or use of alcohol or illegal drugs when conducting CACOST business. If the contractor is

observed engaging in this type of behavior while performing any aspect of the contract, termination of the contract will occur.

Debarment and Suspension

The contractor certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

SCOPE OF SERVICES

The Proposer shall be capable of providing the following legal services at a minimum under this contract:

1. Review, negotiate, and draft contracts and leases
2. Advise on corporate and tax-exempt organization legal issues
3. Advise on individual labor, human resources and employment matters
4. Review personnel, fiscal, corporate by-laws and other corporate policies
5. Attend Board of Directors, Board Committee and staff meetings, as necessary
6. Advise on responses to subpoenas, court orders, and requests for information from third parties
7. Defend lawsuits, administrative claims, or other legal claims
8. Conduct litigation as necessary
9. Advise on and conduct training for the Board of Directors and staff
10. Other legal services as needed

Proposer shall be prepared to submit detailed billing statements for all services billed at an hourly rate, if any, broken down into time increments of no less than a quarter hour. Proposer shall also include summaries of work performed and time spent on services performed under the flat monthly fee, as discussed below.

Proposal Requirements and Scoring

Respondents to this RFP shall include the following minimum information in their proposal:

1. **Legal Experience (30 points)**- Describe its legal experience, including the names, addresses, contact persons, and telephone numbers of at least three clients, preferably including clients similar to CACOST. Experience should include the following categories:
 - a. Experience advising nonprofit organizations.

- b. Experience advising clients conducting similar programs and government-funded services.
2. **Organization, Size, Structure, and Areas of Practice (15 points)**- If the Proposer is a firm, it should describe its organization, size, structure, areas of practice, and office location(s). Indicate, if appropriate, if the firm is a small or minority/owned business.
3. **Attorney Qualifications (35 points)**- The Proposer should have experience in the following areas: administrative law, contracts, employment law, human resources, and nonprofit corporate policies. The Proposer should describe the qualifications of attorneys to be assigned. Descriptions should include:
 - a. Professional and education background of each attorney.
 - b. Overall supervision to be exercised.
 - c. Prior experience of the individual attorneys with respect to the required experience listed above. Only include resumes of attorneys likely to be assigned to the representation. Education, position in firm, years and types of experience, and continuing professional education will be considered.
4. **Price (20 points)**- The Proposer's proposed price should include information on the hourly billing rates of each attorney or other legal staff who is expected to work on this representation and charges for expenses, if any, such as legal research and copies. Also include a monthly flat fee that would be charged to advise on routine matters that could be handled over the telephone or otherwise without extensive research or other legal work. CACOST reserves the right to negotiate with the Proposer on the structure of the billing and/or retainer fee.

PROPOSAL EVALUATION

In accordance with applicable laws, rules and regulations for public purchasing, an award will be made to the responsible proposer whose proposal is determined, after evaluation by assigned staff to be the best value to CACOST. The proposal must be submitted on time and must materially satisfy all mandatory requirements identified above to qualify for evaluation. A written acceptance mailed or otherwise furnished to the qualified contractor and a fully executed contract is required prior to commencement of any work under this RFP.

This Request is seeking to identify the Proposer most qualified to provide Legal Services. CACOST, in its sole discretion, will determine the most qualified Proposer to provide the services based on the information in the response submittals. The Proposers may be asked to interview with CACOST representatives, make an oral presentation and/or respond to questions regarding the submittal response. CACOST

may elect to negotiate pricing with one or more of the most qualified Proposers. CACOST, in its sole discretion, will make its final selection of the Proposer whose experience, expertise, reputation, capabilities and past performance is determined to be best suited for the performance of the services. CACOST contemplates award of the contract to the responsible Proposer with the highest total points. Protest procedures are available upon request and must be submitted within (10) days of award determination for consideration.

Evaluation Criteria

A committee selected by CACOST will review and evaluate all proposals and make a recommendation to the CACOST Board of Directors. Each proposal will be evaluated according to the responses to items 1-4 above. The evaluation committee may use any material submitted in the proposal for any item in the evaluation process.