



## Request for Proposal for Legal Services

**Ogden-Weber Community Action Partnership, Inc. is accepting proposals from licensed attorneys in the state of Utah to contract for legal services to be provided to Ogden-Weber Community Action Partnership, Inc.**

October 1, 2015

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# Ogden Weber Community Action Partnership, Inc. Request for Proposal

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## SECTION 1

### GENERAL INFORMATION

**A. DESCRIPTION OF ENTITY:** Ogden Weber Community Action Partnership, Inc. (OWCAP) is a nonprofit organization that serves Weber County in the State of Utah. OWCAP is a private, nonprofit corporation and has been determined to be exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code. It is governed by a 21 member volunteer board of directors. Administrative offices and all records are located at 3159 Grant Avenue in Ogden.

OWCAP is an agency whose purpose is to inspire those in poverty to become self-sufficient through innovative services and collaborative efforts. OWCAP's approximately 150 employees accomplish this mission through a variety of different services.

The Head Start program works to serve families with children age three to five. In addition to providing a free, quality preschool experience, the program offers health, mental health, nutrition and social services. The annual grant funding the program is approximately \$5.4 million and serves approximately 700 children each year.

In addition, OWCAP also operates a variety of other grants that come from federal, state and local sources, including the Community Service Block Grant (CSBG), Healthy Marriage, Volunteer Income Tax Assistance (VITA), adult education, ESL and nutrition classes to name a few. These grants collectively total approximately \$350,000 annually.

**B. PURPOSE:** This request for This Request for Proposal (RFP) is to contract for legal services from November 1, 2015 – September 30, 2016. The proposal includes options for three additional years to be reviewed and approved on an annual basis.

**C. WHO MAY RESPOND:** Only attorneys who are currently licensed to practice law in Utah and can provide a certificate of Good Standing issued by the Utah State Bar Association, or law firms including such attorneys, may respond to this RFP.

### **D. INSTRUCTIONS ON PROPSAL SUBMISSION:**

1. Closing Submission Date: Proposals must be submitted no later than 4:30 p.m. on Friday, October 16, 2015.
2. Inquiries: Inquiries concerning this RFP should be directed to Fran Muñoz at [fmunoz@owcap.org](mailto:fmunoz@owcap.org).
3. Conditions of Proposal: All costs incurred in the preparation of a proposal responding to this RFP will be the responsibility of the Offeror and will not be reimbursed by Ogden-Weber Community Action Partnership, Inc.

4. Instructions to Prospective Contractors:

- Five (5) copies submitted in professional binder form, plainly marked with the Offeror's name, title, date and time for submission, and company name.
- Mailed or delivered as follows in sufficient time to ensure receipt by the deadline.

Name: Fran Muñoz  
Title: Purchasing Agent  
Entity: Ogden-Weber Community Action Partnership, Inc.  
Address: 3159 Grant Avenue  
Ogden, UT 84401

- It is important that the Offeror's proposal be submitted in a sealed envelope clearly marked in the lower left-hand corner with the following information:

Request for Proposal  
4:30 p.m. October 16, 2015  
Sealed Proposal  
for Legal Services

It is the responsibility of the Offeror to ensure that the proposal is received by OWCAP by the date and time specified above.

5. **PROPOSALS NOT RECEIVED BY THE TIME AND DATE SPECIFIED (4:30 P.M. FRIDAY, OCTOBER 16, 2015) WILL NOT BE OPENED OR CONSIDERED.**

6. **ERRORS IN PROPOSALS:** Offerors or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. Failure to do so will be at the Offeror's own risk.

## **SECTION 2**

### **GENERAL CONDITIONS:**

- A. MULTIPLE PROPOSALS:** No Offeror will be allowed to submit more than one offer. The Offeror's proposal shall be reflective of the original scope of work listed in the RFP. In addition, the proposal will include, if any, addendums, corrections and/or modifications issued by OWCAP in order to be considered a qualified bid.
- B. OFFERS TO BE FIRM:** The Offeror warrants the terms and conditions quoted in his offer will be firm for acceptance for a period of one year from the date the bid is submitted, unless otherwise stated in the proposal. When requested to provide a fee proposal, fees quoted must also be firm for a period of one year from the date the bid is submitted.
- C. COMPLETENESS:** All information required by the Request for Proposals must be completed and submitted to constitute a proper proposal.
- D. ON-SITE PROPOSAL:** Proposal finalists will be required to present to the OWCAP Selection Committee its written Proposal at its own expense. Date of presentation is yet to be determined. An agenda of the on-onsite meeting format may be presented to the finalists when notified that they are a finalist.
- E. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:** By submission of the proposal, the Offeror certifies, and in the case of a joint offer each party thereto certifies as to its own organization, that in connection with its proposal:
1. Fees in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other competitor;
  2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, directly or indirectly to any other competitor; and;
  3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not submit an offer for the purpose of restricting competition
- F. RIGHT TO REJECT:** OWCAP reserves the right to reject any and all proposals received in response to this RFP. A contract for the accepted proposal will be based upon the factors described in this RFP
- G. SMALL AND/OR MINORITY OWNED BUSINESS:** Efforts will be made by OWCAP to utilize small, minority and/or women owned businesses. An Offeror 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).
- H. ENVIRONMENTAL:** To the extent practicable and economically feasible, the use of products and services that conserve natural resources, protect the environment and are energy efficient should be used.

**I. INSURANCE PROVISIONS:** The selected attorney shall be required to procure and maintain for the duration of the contract insurance against claims and injuries to persons or damage to property which may arise from or in connection with the performance of work hereunder by the Contractor, its agents, representatives, employees, or subcontractors.

The successful Offeror for this project will be required to have their firm's surety company provide the following types of insurance and mandatory coverage(s) as stated below. Contractor shall obtain and maintain during the term of this Contract the following:

- Commercial General Liability Insurance
  - Worker's Compensation Insurance
  - Automobile Liability Insurance, and
  - Employer's Liability Insurance
1. *Professional Errors and Omission Liability:* \$100,000 per claim/occurrence. If "claims made", retroactive date must precede or coincide with the contract effective date, "Tail" coverage shall be purchased for a minimum period of 1 year after the contract termination date.
  2. If Professional Liability insurance does not meet or exceed the required limit, excess or "umbrella" can be used to satisfy coverage requirement. Excess or "umbrella" must be "Following Form". A combination of underlying limits and excess or umbrella may be used to satisfy coverage requirements.
  3. Contractor's insurer will add the following entities as both the Certificate Holder and as the Additional Insured on this policy, using ISO endorsement CG 2010 (10/93) or its equivalent:

**Ogden Weber Community Action Partnership, Inc.  
3159 Grant Ave.  
Ogden, UT 84401-3942**

**J. COMPLIANCE WITH SPECIFICATION - TERMS AND CONDITIONS:** The Request for Proposals, Legal Advertisement, General Conditions and Instructions to Offeror, Specifications, Special Conditions, Offeror's Offer, Addendum, and/or any other pertinent documents form a part of the Proposal and by reference are made a part hereof.

**K. EMPLOYMENT STATUS VERIFICATION:** Contractor shall register and participate in the Status Verification System and comply with Utah Code Ann Section 63G-11-103 of the Utah Identity Document and Verification Act

**L. NOTIFICATION OF AWARD:**

1. It is expected that a decision selecting the successful attorney will be made within 2 weeks of the closing date for the receipt of proposals.
2. Upon conclusion of final negotiations with the successful attorney, all Offerors submitting proposals in response to this Request for Proposal will be informed, in writing, of the name of the successful attorney.
3. It is expected that the contract shall be a one-year, fixed-price contract with options for three additional one-year periods.

## **SECTION 3**

### **SPECIFICATION OF SCHEDULE**

**A. SCOPE OF SERVICES:** The purpose of this RFP is to obtain an attorney or law firm whom shall be readily available to perform the following legal services, as requested by OWCAP's Agency Administrator and/or the Chair of the Board of Trustees.

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

Although it is preferable for an attorney or firm to submit a proposal covering all of the above areas, OWCAP will consider proposals for subsets of these areas.

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

***NOTE: There is no guarantee expressed or implied to the number of hours that could result from a service agreement / contract.***

**B. PERFORMANCE:** Legal Services will be required from October 15, 2015 to September 30, 2016.

**C. PROPOSAL CONTENTS:** The Offeror, in its proposal, shall, as a minimum, include the following;

1. Legal Experience. The Offeror should describe its legal experience, including the names, addresses, contact persons, and telephone numbers of at least three clients, preferably including clients similar to OWCAP. Experience should include the following categories:
  - a. Experience advising nonprofit organizations.
  - b. Experience advising clients conducting similar programs and government-funded services.
  - c. Organization, Size, Structure, and Areas of Practice. If the Offeror 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. Also include copy of Equal Opportunity/Affirmative Action Policy, if the firm has one.



d. **Attorney Qualifications.** The Offeror should have experience in the following areas: non-profit and tax-exempt organizations; real estate, including bond financing; government grants and contracts; labor and employment; and general business operations. The Offeror should describe the qualifications of attorneys to be assigned to the representation.

- D. PRICE:** The Offeror's proposed price should be included with the proposal. Include information indicating how the price was determined. For example, the Offeror should indicate the estimated number of hours by staff level, hourly rates, and total cost by staff level. Any out-of-pocket expenses should also be indicated and sufficiently documented if any, such as legal research, copies, and faxes. 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. OWCAP reserves the right to negotiate with the Offeror on the structure of the billing and/or retainer fee.
- E. PAYMENT:** Payment will be made when OWCAP has determined that the total work effort has been satisfactorily completed. Progress payments will be allowed to the extent that OWCAP can determine that satisfactory progress is being made.
- F. EXIT CONFERENCE:** An exit conference with OWCAP's representatives and the Offeror's representatives may be held at the conclusion of the annual term. Observations and recommendations must be summarized in writing and discussed with OWCAP. It should include internal control and program compliance observations and recommendations.
- G. CONFIDENTIALITY:** The Offeror agrees to keep the information related to all contracts in strict confidence. Other than the reports submitted to OWCAP, the Offeror 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 Offeror's possession, to those employees on the Offeror's staff who must have the information on a "need to know" basis.

The Offeror agrees to immediately notify, in writing, OWCAP's authorized representative in the event the Offeror determines or has reason to suspect a breach of this requirement.

## **SECTION 4**

### **TECHNICAL QUALIFICATIONS:**

The Offeror, in its proposal, shall, as a minimum, include the following:

- A. PRIOR EXPERIENCE:** The Offeror should describe its prior experience, including the names, addresses, contact persons, and telephone numbers of prior organizations represented. Experience should include the following categories.
1. Prior experience representing Section 501(c)(3) non-profit organizations
  2. Prior experience representing Head Start programs
  3. Prior experience representing other similar programs operated by OWCAP
- B. ADDITIONAL VALUE ADDED SERVICES:** The Offeror should include an explanation of other services that can be provided to nonprofits, specifically including value-added items. Value-added items can include consulting services, training services, and products.
- C. ORGANIZATION, SIZE AND STRUCTURE:** The Offeror should describe its organization, size, and structure. Description should include:
1. Size of the Offer, including number of employees and physical site locations
  2. Explanation of independence
  3. Any conflicts of interest that exist
  4. Explanation if the Offer is a small or minority-owned business
- D. STAFF QUALIFICATIONS:** The Offeror should describe the qualifications of staff to be assigned to OWCAP. Descriptions should include:
1. Legal team makeup.
  2. Overall supervision to be exercised.
  3. Prior experience of the individual attorneys and paralegals. Include résumés of only the staff to be assigned to OWCAP. Include education, position in firm, years of service and types of experience.
  4. 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.
- A. UNDERSTANDING OF WORK TO BE PERFORMED:** The Offeror should describe its understanding of the work to be performed, including procedures, estimated hours, and other pertinent information.
- B. CERTIFICATIONS:** The Offeror must sign and include, as an attachment to its proposal, the Certifications enclosed with this RFP.

## **SECTION 5**

### **PROPOSAL EVALUATION**

- A. SUBMISSION OF PROPOSALS:** All proposals shall include five copies of the Offeror's technical qualifications, five copies of the pricing information, and five copies of the signed Certifications. These documents will become part of the service agreement.
- B. NONRESPONSIVE PROPOSALS:** Proposals may be judged nonresponsive and removed from further consideration if any of the following occur:
1. The proposal is not received in a timely manner in accordance with the terms of this RFP
  2. The proposal does not follow the specified format
  3. The proposal does not include the Certifications
  4. The proposal is not adequate to form a judgment by the reviewers.

- C. PROPOSAL EVALUATION:** Evaluation of each proposal will be scored on the following six factors:

	<b>Point Range</b>
1. Prior experience	
a. Prior experience representing Section 501(c)(3) Non-profit organizations	0 – 15
b. Prior experience representing Head Start programs	0 – 10
c. Prior experience representing other similar programs operated by OWCAP	0 – 10

OWCAP may contact prior organizations represented to verify the experience provided by the Offeror.

2. Other value added services and/or products to be provided	0 – 5
a. Organization, size, and structure of Offeror's firm	
b. Adequate size of the firm	0 – 2
c. Proper independence	0 – 2
d. No conflicts of interest	0 – 2
e. Results of peer review	0 – 2
f. Minority-owned/small business	0 – 2
3. Qualifications of staff to be assigned to OWCAP. This will be determined from résumés submitted.	
a. Prior experience of the individual legal team members	0 – 15
b. Overall supervision to be exercised	0 – 5
4. Offeror's understanding of the work to be performed	
a. Adequate coverage	0 – 10
5. Price	0 – 20
<b>Maximum Points</b>	<b>100</b>

**D. REVIEW PROCESS:** OWCAP may, at its discretion, request presentations by or meetings with any or all Offerors to clarify or negotiate modifications to the Offerors' proposals. However, OWCAP reserves the right to make an award without further discussion of the proposals submitted. Therefore, proposals should be submitted initially on the most favorable terms, from both technical and price standpoints, that the Offeror can propose.

OWCAP contemplates award of the contract to the responsible Offeror with the highest total points.

**E. EQUAL OPPORTUNITY:** In the execution of the Service agreement, the Contractor and all subcontractors agree, consistent with OWCAP's policy, not to discriminate on the grounds of race, color, religion, sex, sexual orientation, transgender status or gender expression, national origin, genetic information (GINA), age, disability or veteran's status and to provide reasonable accommodations to qualified individuals with disabilities upon request.

**F. CODE OF CONDUCT:** OWCAP is committed to providing a positive environment for all staff and guests. All contractors are expected to abide by federal and state laws and regulations, as well as other commonly accepted standards of business and personal conduct while at work or engaged in activities that may affect work safety or job performance. These standards include honesty, integrity, and mutual respect for the community, our staff and fellow co-workers. Failure to comply with these policies could result in termination of this Contract without advanced notice. Further information regarding this policy is available from the Human Resources Manager, Teresa Dickey, (801) 399-9281, Ext 321.

**a. Sexual harassment:** Whether intentional or not, sexual harassment undermines the quality of this working climate and OWCAP and the contractor thus have a legal and ethical responsibility to ensure that all guests and employees can work in an environment free of sexual harassment.

**b. Job Site Restrictions:** No smoking, no foul language, no alcohol use, no drug possession, no weapons or lack of proper attire will be tolerated.

**G. SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of OWCAP management staff. If a portion of the work is approved for subcontracting, the contractor shall remain fully liable and responsible for the work to be done by the subcontractor(s) and shall assure compliance with all requirements of this contract.

# Ogden Weber Community Action Partnership, Inc. Request for Proposal

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## For Legal Services

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### CERTIFICATION

On behalf of the Offeror:

1. The individual signing certifies that he/she is authorized to contract on behalf of the Offeror.
2. The individual signing certifies that the Offeror is not involved in any agreement to pay money or other consideration for the execution of this agreement, other than to an employee of the Offeror.
3. The individual signing certifies the fees in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition.
4. The individual signing certifies that the fees quoted in this proposal have not been knowingly disclosed by the Offeror prior to an award to any other Offeror or potential Offeror.
5. The individual signing certifies that there has been no attempt by the Offeror to discourage any potential Offeror from submitting a proposal.
6. The individual signing certifies that the Offeror is a properly licensed attorney in the State of Utah and can provide a certificate of Good Standing issued by the Utah State Bar Association
7. The individual signing certifies that he/she has read and understands all of the information in this Request for Proposal, including the information on the programs/grants/contracts to be represented.
8. The individual signing certifies that the Offeror has not been debarred or suspended from doing work with any federal, state, or local entity. (If the Offeror or any individual to be assigned to OWCAP has been found in violation of any state or professional standards, this information must be disclosed.)

# Ogden Weber Community Action Partnership, Inc. Request for Proposal

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## For Legal Services

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This is to certify that I, as or on behalf of the undersigned Offeror, have read the instructions to this Request for Proposal and agree to be bound by the provisions of the same.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Offeror's Firm Name)

\_\_\_\_\_  
(Signature of Offeror's Representative)

\_\_\_\_\_  
(Printed Name and Title of Individual Signing)

TITLE:

\_\_\_\_\_

COMPANY:

\_\_\_\_\_

ADDRESS:

\_\_\_\_\_

PHONE NUMBER:

\_\_\_\_\_