

Request for Proposal for Legal Services

PURPOSE

The purpose of this Request for Proposal is to contract for legal services to be provided to the Early Learning Coalition of Southwest Florida.

I. PROCUREMENT INFORMATION

- A. The Early Learning Coalition of Southwest Florida, Inc. (ELCOFSWFL), desires to receive proposals for the selection of a law firm to provide legal services for a period of one fiscal year:
- **July 1, 2021 through June 30, 2022**
- B. Interested law firms should submit one original and two (2) copies of their proposal by **4:00 p.m. local time, August 17, 2021**, to Early Learning Coalition of SW Florida, ATTN: Gilda Duran, Director of Risk Management 2675 Winkler Ave., Suite 300 Fort Myers, Florida. 33901. The proposals should be sealed and clearly marked on the outside as follows: Legal Services Proposal, **due August 17, 2021**.
- C. This RFP is issued by the Early Learning Coalition of Southwest Florida, Inc. The contact person listed below is the single point of contact for this RFP. The contact person for this RFP is:
- Gilda Duran, Director of Risk Management
Early Learning Coalition of Southwest Florida, Inc.
2675 Winkler Ave., Suite 300
Fort Myers, FL 33901
gilda.duran@elcofswfl.org
- D. Applicants are **prohibited** from contacting Coalition personnel or Board members regarding this solicitation other than the contact person identified in this document. Any occurrence of a violation may result in the disqualification of the Applicant.
- E. **Small and/or Minority-Owned Businesses.** Efforts will be made by ELCOFSWFL to utilize small businesses, women and/or minority owned businesses. Offeror qualifies as a small business firm if it meets the definition of "small business" as established by the Small Business Administration.
- F. **Public Records Notice:** Any information you submit on your RFP will be part of the public record and available for public view if requested.

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- G. Applicants may submit questions by email to the contact person listed above. Responses will be emailed to applicant within 3 working days of receipt. All written inquiries must be received **by August 17, 2021**.
- H. An entity or affiliate who has been placed on the discriminatory vendor list pursuant to Section 287.134, F.S. is disqualified from applying.
- I. Failure to have performed any contractual obligations with the Coalition in a manner satisfactory to the Coalition will be a sufficient cause for disqualification.
- J. To be disqualified as an Applicant under this provision, the Applicant must have had a contract terminated by the Coalition, by any other State agency, or by any Children's Services Council for cause.
- K. The proposals will be evaluated by ELCOFSWFL staff who will then submit to the ELCOFSWFL Interim Board Chair for approval.
- L. ELCOFSWFL reserves the right to reject any or all proposals and to select the firm which, in its judgment, best meets the needs of ELCOFSWFL.
- M. Only attorneys who are currently licensed to practice law in **the state of Florida** and maintain an office in **Florida**, or law firms including such attorneys, may respond to this RFP.
- N. Results of the selection will be posted on ELCOFSWFL Web site www.elcofswfl.org and at the ELCOFSWFL office at 2675 Winkler Ave., Suite 300 Fort Myers, FL 33901. Posting will be made within 48 hours of the selection.

II. SCOPE OF WORK

The Coalition is a non-profit organization that serves Collier, Glades, Hendry, and Lee Counties in the state of Florida. The Coalition is a private, non-profit 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 minimum 18-member volunteer board of directors per Chapter 1002, Section 83, Florida Statutes. The Coalition currently employs 60 full time employees. The Coalition utilizes a required Statewide Information System for provider and child eligibility, enrollments, attendance processing and provider payment calculations and other activities. The Coalition's budget for School Readiness, Voluntary Prekindergarten, Outreach and Awareness, and CARES funding combined is projected to be over \$55 million for Fiscal Year ending June 30, 2021. This budget is funded by a mix of federal, state, and local grants.

The Proposer shall be readily available to perform the following legal services, as requested by the Executive Director and Interim Board Chair:

1. Review, draft, and negotiate contracts and leases.
2. Advise on tax-exempt organization legal issues.
3. Advise the leadership on individual labor and employment matters.
4. Attend Board of Directors and Committee meetings if required by the CEO.
5. Advise on government grant and contract issues.
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. Other duties as assigned by the Board of Directors or Executive Director.

Although it is preferable for an attorney or firm to submit a proposal covering all the above areas, The Early Learning Coalition will consider proposals for subsets of these areas. 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 more than a quarter hour.

III. DESIRED EXPERIENCE:

1. Experience advising nonprofit organizations.
2. Experience advising clients conducting similar programs and government-funded services.
3. Organization, Size, Structure, and Areas of Practice. 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. Also include copy of Equal Opportunity/Affirmative Action Policy if the firm has one.
4. Attorney Qualifications. The Proposer should have experience in the following areas: non-profit and tax-exempt organizations; government grants and contracts;; and general business operations.
5. Only include resumes of attorneys likely to be assigned to the representation of ELCOFSWFL, position in firm, years, types of experience, and continuing professional education will be considered.
6. Price. The Proposer's proposed a flat price that include information on the 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, copies, and faxes.
7. 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. ELCOFSWFL reserves the right to negotiate with the Proposer on the structure of the billing and/or retainer fee.

IV. LATE PROPOSALS

1. Proposals received at the office designated in the Request for Proposals after the close of business on the date specified therein will not be considered unless:
 - a. They are sent by registered mail, or by certified mail, for which an official dated post office stamp (postmark) on the original Receipt for Certified Mail has been obtained; and it is determined by ELCOFSWFL that the late receipt was due solely to delay in the mail, for which the respondent was not responsible; or
 - b. It is determined by the ELCOFSWFL that the late receipt was due solely to mishandling by ELCOFSWFL after receipt at ELCOFSWFL s' office, provided that timely receipt at the office is established upon examination of an appropriate date or time stamp (if any) of the office, or of other documentary evidence or receipt (if readily available) within the control of such installation or of the post office serving it.
2. Respondents using certified mail are cautioned to obtain a Receipt for Certified Mail showing a legible, dated postmark and to retain such a receipt against the chance that it will be required as evidence that a late proposal was timely mailed.
3. The time of mailing of late proposals submitted by registered or certified mail shall be deemed to be the last minute of the date shown in the postmark on the registered mail receipt or registered mail wrapper or on the Receipt for Certified Mail unless the respondent furnished evidence from the post office station of mailing which established an earlier time. In the case of certified mail, the only acceptable evidence is as follows:
 - a. Where the Receipt for Certified Mail identifies the post office station of mailing, evidence furnished by the respondent which establishes that the business day of that station ended at an earlier time, in which case the time of mailing shall be deemed to be the last minute of the business day of that station; or,
 - b. An entry in ink on the Receipt for Certified Mail showing the time of mailing and the initials of the postal employee receiving the item and making the entry, with appropriate written verification of such entry from the post office station of mailing, in which case the time of mailing shall be the time shown in the entry. If the postmark on the original Receipt for Certified Mail does not show a date, the offer shall not be considered.
 - c. Proposals may be delivered by hand.

V. FINAL NOTICE

The Proposer shall submit the Final invoice for payment to the ELCOFSWFL no more than 45 days after the PO/contract ends or is terminated. If the Proposer fails to do so, unless waived in writing by the ELCOFSWFL, all rights to payment are forfeited and the ELCOFSWFL will not honor any requests submitted after the above 45-day period. Any payment due under the terms of this PO/contract may be withheld until all reports due from the Proposer and any necessary adjustment(s) thereto have been approved by the ELCOFSWFL.

VI. FUNDING AVAILABILITY/ANNUAL APPROPRIATION.

Pursuant to Section 287.0582, F.S., the ELCOFSWFL's performance and obligation to pay under this PO is contingent upon an annual appropriation by the Legislature. In the event funds become unavailable, are withdrawn, or redirected by federal/state program funders, the ELCOFSWFL may terminate the PO upon no less than twenty-four (24) hours written notice to the Proposer. In the event the PO is terminated for lack of funding, the ELCOFSWFL shall pay the Proposer for documented and verifiable costs reasonably incurred to the extent such funds are appropriated and available for the PO's scoped transaction(s). The ELCOFSWFL shall be the final authority as to the availability of appropriated funds.

VII. MANDATORY REPORTING OF FRAUD/CRIMINAL ACTIVITY.

The Proposer shall report to the ELCOFSWFL's Contract Manager (or other listed contact person) within twenty-four (24) chronological hours all suspected or known instances of Proposer's operational fraud or criminal activities relating to the PO/contract. In accordance with 45 CFR 75.113 (also 2 CFR 200.313), *Mandatory disclosures*, the Proposer and its approved sub-proposers must disclose in a timely manner and in writing to the ELCOFSWFL all violations involving fraud, bribery or gratuity violations potentially affecting this PO/Contract and/or the related federal/grant program(s). The ELCOFSWFL is required to review and consider any publicly available information about the Proposer in the Federal Awardee Performance and Integrity Information System (FAPIS) <https://fapiis.gov>.

VIII. NO CONTRACT SERVICES PERFORMED OUTSIDE THE USA.

The Proposer and its sub-proposers and agents are prohibited from (i) performing any of the PO/Contract services outside the United States, or (ii) sending, transmitting, or accessing any School Readiness Program or Voluntary Prekindergarten Education Program or other program-related data pursuant to this PO/contract outside of the United States unless approved by the ELCOFSWFL in writing. The Parties agree that a violation of this provision will:
Entitle the ELCOFSWFL to immediately terminate the PO/contract for cause upon email notice to the Proposer's Contract Manager.
Result in immediate and irreparable harm to the ELCOFSWFL, entitling the ELCOFSWFL to immediate injunctive relief.

Entitle the ELCOFSWFL to recover damages for the breach. These damages will include all reasonable costs incurred by the ELCOFSWFL for investigations, forensic investigations, data recoveries, notifications, and remediation.

IX. NOTIFICATION OF LEGAL ACTION

The Proposer shall notify the ELCOFSWFL of legal actions taken against it or potential actions, such as lawsuits, related to goods/services provided through this PO/contract or that may affect the Proposer's ability to deliver the contractual goods/services, or adversely impact the ELCOFSWFL. The ELCOFSWFL's Contract Manager (or other listed contact person) will be notified in writing within twenty-four (24) continuous hours of Proposer becoming aware of such actions or from the day of the legal filing, whichever comes first.

X. UNAUTHORIZED ALIEN(S)

The Proposer agrees that unauthorized aliens shall not be employed. The ELCOFSWFL shall consider the employment of unauthorized aliens a violation of section 274A (e) of the Immigration and Nationality Act (8 U.S.C. 1342a). Such violation shall be cause for unilateral cancellation of the PO/contract by the ELCOFSWFL.

XI. RECORDS RETENTION

The Proposer shall keep and maintain records ordinarily and necessarily required by the ELCOFSWFL to perform the scoped transaction(s) of this PO/ contract. Records subject to these rules include files that support all receipts and expenditure of contract funds. These files may include, but are not limited to, procurement responses/applications, contracts, agreements, financial reports, and supporting documentation for scoped services. Project/contract completion has not occurred until all reporting requirements are satisfied, and final payments have been received/released. The length of retention for these records in Florida is five years after the completion of the project, provided applicable audits have been released/closed. In no case will such records be disposed of before the five fiscal years minimum. Any of the records will be made available to the office or its designees upon its request. The PO/contract may be unilaterally canceled by the ELCOFSWFL for failure or refusal by the Proposer to keep and maintain records as described herein.

XII. RETURN OF FUNDS

The Proposer shall return to the ELCOFSWFL any overpayments disbursed to the Proposer by the ELCOFSWFL due to unearned funds or funds disallowed pursuant to the terms of the PO/contract. In the event the Proposer or its independent auditor discovers an overpayment was received, the Proposer shall repay said overpayment within forty (40) calendar days without prior notification from the ELCOFSWFL. In the event the ELCOFSWFL first discovers an overpayment was made, the ELCOFSWFL will notify the Proposer in writing of such occurrence. Should repayment not be made in a timely manner by the Proposer, the ELCOFSWFL shall be entitled to charge a lawful rate of interest on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to the ELCOFSWFL's Contract Manager (or other listed contact person) and made payable to the ELCOFSWFL.

XIII. PROTEST PROCEDURE

Any unsuccessful bidder who is adversely affected by the Coalition's decision concerning this procurement and wants to protest such decision, shall file a protest within 72 hours of the posting of the selection or after receipt of the notice of the Coalition's decision, the unsuccessful bidder must submit, in writing, a notice of protest to the Chief Executive Officer of the Early Learning Coalition of Southwest Florida, Inc. Within 10 days after filing the notice of protest, the unsuccessful bidder shall file a formal written protest detailing the reason for the protest. If the bidder is not satisfied with the response of the Coalition's Board, the bidder may present a written appeal to the Agency Clerk of the Office of Early Learning.

Letters of protest should be addressed to:

Marshall Bower, Interim Board Chair
P.O. Box 7578
Fort Myers, FL 33911-7578

Upon receipt of a protest, the Chairperson will convene a meeting of the ELCOFSWFL Executive Committee. The Executive Committee will notify all parties involved in the protest of the time and place of the hearing. Any affected party may present, in writing, a response to the protest for consideration by the Executive Committee.

APPENDIX 1

RFP EVALUATION CRITERIA

This form has been designed to guide the RFP contractor selection committee on how to choose the most qualified vendor to fulfill the request. Please rate the vendor on a scale of 1-5; 1 being the least qualified and 5 being the best qualified.

	Insert Vendor 1	Insert Vendor 2	Insert Vendor 3
Was the proposal submitted by deadline?			
Was the proposal submitted in a presentable/professional manner (letterhead, contact info, etc.)?			
Was the proposal submitted clear and concise?			
Was the proposal responsive to the scope of work?			
Does the vendor have relative experience in the market?			
Is the estimate/cost the best value for the Coalition?			
Does the vendor have the capacity to fulfill the request?			
Does the vendor qualify as a women or minority owned business?			
TOTAL:			

APPENDIX 2

TENTATIVE SCHEDULE OF EVENTS AND DEADLINES*

ACTIVITY	DATE	TIME	ADDRESS
Request for Proposal Advertised/Released	August 3, 2021	10:00 a.m. local time	2675 Winkler Ave, Suite 300 FT. Myers, FL 33901
Last day to submit Written Inquiries to the Coalition	August 17, 2021	4:00 p.m. local time	2675 Winkler Ave, Suite 300 FT. Myers, FL 33901
Coalition's Response to Written Inquires (Posted on the Coalitions websites)	August 17, 2021,	4:00 p.m. local time	2675 Winkler Ave, Suite 300 FT. Myers, FL 33901
Sealed Proposals must be received no later than:	August 17, 2021,	5:00 p.m. local time	2675 Winkler Ave, Suite 300 FT. Myers, FL 33901
Proposals will be opened by the Coalition	August 18, 2021,	5:30 p.m.	2675 Winkler Ave, Suite 300 FT. Myers, FL 33901
ELCOFSWFL Staff reviews proposal	August 20, 2021	TBD	2675 Winkler Ave, Suite 300 FT. Myers, FL 33901
*Final Evaluation by Board	August 23, 2021,	TBD	2675 Winkler Ave, Suite 300 FT. Myers, FL 33901
*Notice of Intended Award	August 23, 2021	9:00 a.m.	
Effective date of Contract	September 1, 2021	N/A	N/A

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*These dates and locations are subject to change. Proposers will be notified of any changes made to the schedule of events. Notifications of changes will be posted at the Coalitions' websites www.elcofswfl.org,

Public Records Notice: Any information you submit on your RFP will be part of the public record and made available for public view upon request.