



**REQUEST FOR PROPOSALS (RFP)
FOR
Legal Services
December 1, 2022 to November 30, 2025**

October 24, 2022

All questions regarding this RFP should be directed to:

Crystal Harrison, Interim Executive Director

crystal@halliance.org

P.O. Box 115

Fort Walton Beach, FL 32549-0115

I. GENERAL INFORMATION.

A. Purpose. This request for proposal (RFP) is to contract for legal services to be provided for the Okaloosa Walton Homeless Continuum of Care/Opportunity, Inc. dba Homelessness and Housing Alliance.

B. Who May Respond. Only attorneys who are currently licensed to practice law in Florida and maintain an office in the surrounding area or law firms including such attorneys, may respond to this RFP.

C. Instructions on Proposal Submission.

1. Closing Submission Date. Proposals must be submitted no later than 3:00 PM CST on November 15, 2022.

2. Inquiries. Inquiries concerning this RFP should be emailed to:

Crystal Harrison
Interim Executive Director
crystal@hhalliance.org

3. Conditions on Proposal. All costs incurred in the preparation of a proposal responding to this RFP will be the responsibility of the Respondent and will not be reimbursed by the Okaloosa Walton Homeless Continuum of Care/Opportunity, Inc. dba Homelessness and Housing Alliance (hereinafter referred to as "HHA").

4. Instructions to prospective Contractors. Your proposal should be mailed to:

Homelessness and Housing Alliance
Attn: Crystal Harrison
P.O. Box 115
Fort Walton Beach, FL 32549-0115
"SEALED PROPOSAL DO NOT OPEN"

If the proposal is to be hand-delivered or delivered by parcel carrier, please address alternatively as follows:

Homelessness and Housing Alliance
Attn: Crystal Harrison

151 Mary Esther Boulevard, Unit 509
Mary Esther, FL 32569
"SEALED PROPOSAL DO NOT OPEN"

Proposal cover letters should designate who can answer questions concerning the submitted proposal. An officer empowered to bind the firm submitting the proposal must sign the proposal.

It is the responsibility of the Respondent to ensure the proposal is received by HHA by the date and time specified above. Late proposals will NOT be considered.

In order to ensure a fair review and selection process, firms submitting proposals are specifically requested not to make other contacts with HHA staff or members of the Board of Directors regarding this proposal. Failure to comply with this request will result in disqualification of the proposal.

5. **Proposal Format.** One (1) original and five (5) copies of each proposal should be submitted in the format outlined in Section V, "Proposal Submission."
6. **Right to Reject.** HHA reserves the right to reject any and all proposals received in response to this RFP. A contract for the accepted proposal will be drafted based upon the factors described in this RFP.
7. **Minority-Owned Businesses.** Efforts will be made by HHA to utilize woman, minority and/or service-disabled veteran owned businesses.
8. **Notification of Award.** It is expected that a decision selecting the successful firm will be made within four (4) weeks of the closing date for the receipt of proposals. Upon conclusion of final negotiations with the successful firm, all Respondents submitting proposals to this Request for Proposals will be informed, in writing, of the name of the successful Firm.

II. DESCRIPTION OF ENTITY

The Okaloosa Walton Homeless Continuum of Care/Opportunity, Inc. dba Homelessness and Housing Alliance was created in response to McKinney-Vento Homeless Assistance Act as amended by S. 896 The Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009, enacted into law on May 20, 2009. The Continuum of Care was designed to promote communitywide commitment to the goal of ending homelessness; provide funding for efforts by

nonprofit providers, and State and local governments to quickly rehouse homeless individuals and families while minimizing the trauma and dislocation caused to homeless individuals, families, and communities by homelessness; promote access to and effect utilization of mainstream programs by homeless individuals and families; and optimize self-sufficiency among individuals and families experiencing homelessness.

Homelessness and Housing Alliance is the Lead Agency, Collaborative Applicant, and Lead HMIS and is a nonprofit corporation which has been determined to be exempt from Federal income tax under Section 501 (c)(3) of the internal Revenue Code. HHA and the Okaloosa Walton Continuum of Care is governed by a seventeen (17) member Board of Directors, which meet approximately once a month.

- 1. Scope of Services.** Under the proposed agreement, Corporate Counsel will provide the following services on a fee for service arrangement:
 - a. Provide guidance and legal advice on the Sunshine Law, the Freedom of Information Act, Robert's Rules of Order, and Board rules and procedures;
 - b. Assist the Board of Directors and employees to understand the legal roles and duties of their respective offices and interrelationships with others;
 - c. Assist the Board of Directors to maintain awareness of ethical standards and appearance of fairness standards, and to avoid potential conflicts of interest, prohibited transactions and the appearance of prohibited transactions;
 - d. Appear before courts and administrative agencies to represent HHA's and the CoC's interests;
 - e. Work cooperatively with any special legal counsel retained by HHA for special projects. Coordinate with other special counsel, as needed, to assure proper management of legal issues, and proper coordination and transition to legal information among special counsel;
 - f. Attend Board and Committee meetings as required. Attends all Provider review/grievance hearings;
 - g. Answer requests for legal opinions, in writing and verbally. Prepares written legal opinions at the request of the Executive Director or the Board of Directors. Availability to answer staff questions by telephone, cell phone, email, or other electronic means;

- h.** Review policies and procedures to ensure compliance with federal and state regulations.
- i.** Provide advice and guidance on personnel issues including, but not limited to, hiring, termination of employment, discipline, etc.
- j.** Perform other legal services and tasks, as requested.

III. GENERAL SPECIFICATIONS

The following provisions will also apply.

1. Timeliness of response and accessibility to Corporate Counsel is an important aspect of this service. Accessibility includes the ability to be generally available to attend meetings in-person on short notice and the ability to be reached promptly by telephone, cell phone, e-mail, or other electronic means.
2. Corporate Counsel must be available by phone, cell phone, e-mail, or other electronic means.
3. Service response is also of high importance. When HHA requests legal services, Corporate Counsel should provide some estimated time of completion and keep the requesting party apprised of any delays or special considerations.
4. Corporate Counsel shall be able to describe malpractice insurance coverage; carrier, limits, and exemptions.
5. Corporate Counsel shall provide detailed itemized statements on a monthly basis.

IV. CONTRACT ETHICS

1. No employee of HHA or member of the Board who exercises any responsibilities in the review, approval, or implementation of the proposal or contract shall participate in any decisions, which affects his or her direct or indirect personal or financial interest.

2. It is a breach of ethical standards for any person to offer, give, or agree to give any HHA employee, Board of Director, or for any HHA employee, or Board of Director to solicit, demand, accept, or agree to accept from another person or firm, a gratuity or an offer of employment whenever a reasonably prudent person would conclude that such consideration was motivated by an individual, group or corporate desire to obtain special, preferential, or more favorable treatment than is normally accorded to the general public.
3. The firm shall not assign any interest in this contract and shall not transfer any interest in the same without the prior written consent of HHA.
4. The firm shall not accept any client or project that places it in a conflict of interest with its representation of the CoC or HHA. If such a conflict of interest is subsequently discovered, HHA shall be promptly notified.

V. PROPOSAL SUBMISSION.

Proposals received after the deadline will NOT be accepted. It is neither HHA's responsibility nor practice to acknowledge receipt of any proposal. It is the Respondent's responsibility to assure a proposal is received in a timely manner.

Interested firms shall submit a fee for service price for identified legal services. The fee for service price shall include all labor, material, and equipment necessary for the performance of this contract.

HHA expects all submitting firms to consent to the Scope of Work and General Specifications. Exceptions desired must be clearly noted in the proposal submittal.

HHA reserves the right to reject any and all proposals, to waive irregularities and informalities, to request additional information from any and all Respondents, and further reserves the right to select the proposal which furthers the best interests of HHA.

This RFP is not intended to create a public bidding process, and the proposal with the lowest quoted fees will not necessarily be accepted, nor will any reason for the rejection of any proposal be indicated.

HHA reserves the right to privately negotiate with any firm.

Each proposal shall be considered binding on the Respondent and in effect for a period of ninety (90) days following the proposal opening.

Proposal Format

The proposal must be in the following format. Failure to include responses to items # 1-5 below may result in the Respondent being deemed non-responsive and resulting in the proposal not being considered.

Each required item below should be separated by a physical tab/divider to insure all necessary documents are not overlooked.

LABEL EACH SECTION AS NUMBERED

1. **Cover Page.** A cover page shall be submitted as part of the proposal. The cover page shall include the company name, the person authorized by law to render the services and his/her title. In addition, the Respondent shall include the mailing address, phone number, fax number and e-mail address. The Respondent shall identify one person of authority that will receive all notifications and will be contacted directly by HHA as needed in reference to this solicitation.
2. **Legal Experience.** The Respondent should describe its legal experience, including the names, addresses, contact persons, and telephone numbers of at least three clients, preferably including clients similar to HHA. Experience should include the following categories (if applicable):
 - A. Experience advising nonprofit organizations;
 - B. Experience advising clients conducting similar programs and government-funded services.
3. **Organization, Size, Structure, and Areas of Practice.** If the Respondent is a firm, it should describe its organization, size, structure, areas of practice, and office locations. Indicate, if appropriate, if the firm is woman, minority and/or service-disabled veteran owned business.
4. **Attorney Qualifications.** The Respondent should have experience in the following areas: nonprofit and tax exempt organizations, governance, and general business operations. The Respondent should describe the qualifications of attorneys to be assigned to the representations. Descriptions shall include:
 - A. Professional and educational 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 educations will be considered.

5. **Price.** The Respondent’s proposed price should include information on the hourly billing rates of each attorney or other legal staff who are expected to work on this representation and charges for expenses, if any, such as legal research copies. Also include a monthly flat fee that would be charged to advise on routine matters that could be handled over the phone or otherwise without extensive research or other legal work. HHA reserves the right to negotiate with the Respondent on the structure of the billing and/or retainer fee.

VI. EVALUATION PROCEDURE AND CRITERIA

HHA’s Interim Executive Director and a minimum of four (4) Board Members will review proposals and make recommendation to the Board of Directors for final approval. The Interim Executive Director and Board of Directors may request a meeting with some qualified Respondent’s prior to final selection. Proposals will be reviewed in accordance with the following:

EVALUATION CRITERIA	MAXIMUM RATING POINTS
Geographic Location and Accessibility	10
Past Performance on Similar Assignments	20
Management Plan and/or Approach	15
Evidence of Respondent’s expertise and experience with nonprofits and state and federally-funded organizations	20
Key Personnel	15
Price Proposal	20
Total Points	100
Bonus: MBE/WBE/Veteran	5