REQUEST FOR PROPOSALS

CITY ATTORNEY SERVICES

RFP No. 41-07-15

ADDITIONAL INFORMATION & CLARIFICATION DEADLINE

AUGUST 14, 2015 AT 12:00 P.M. (LOCAL TIME)

RESPONSE SUBMISSION DATE AND TIME

AUGUST 26, 2015 AT 3:00 P.M. (LOCAL TIME)

AT

CITY OF NORTH MIAMI
OFFICE OF THE CITY CLERK
CITY HALL, 1ST FLOOR
776 NE 125TH STREET
NORTH MIAMI, FL 33161-4116

The responsibility for submitting a response to this Solicitation at the Office of the City Clerk on or before the stated time and date will be solely and strictly the responsibility of the Respondent. The City of North Miami will in no way be responsible for delays caused by the United States mail delivery or caused by any other occurrence.

Copies of this Solicitation Document may be obtained by contacting DemandStar by Oniva at www.demandstar.com or calling toll free 1-800-711-1712 and request Document **No. 41-07-15.**

Contact Person: Shannon Graham, Purchasing Manager
Email: purchasing@northmiamifl.gov Phone: (305) 895-9886

The City of North Miami is seeking Proposals from experienced Attorneys and Law Firms to provide City Attorney Services to the City of North Miami.

Please submit one (1) original bound Proposal, seven (7) complete copies of the original Proposal and one(1)) digital copy on a USB Flash Drive either by mail or hand delivery in response to this Solicitation. Proposals are to be submitted in a sealed envelope bearing the name of the individual and/or company, and the address as well as the number and title of this Solicitation no later than the date and time specified in the Solicitation Timetable section, where shortly after a public opening will take place in the Council Chambers at which time accepted Proposals will be opened and read. Proposals received after said date and time will not be considered and no time extensions will be permitted. Address your Proposal to City of North Miami, Office of the City Clerk, 776 N E 125th Street, North Miami, Florida 33161. Please clearly mark Proposals:

"IMPORTANT, SOLICITATION ENCLOSED"

RFP 41-07-15

City Attorney Services

The City's tentative schedule for this Solicitation is as follows:

Event	Date	Time
Advertisement Date:	Tuesday, July 28, 2015	
Non-Mandatory Pre-Solicitation Conference:	Not Applicable	
Last Date for Receipt of Written Questions:	August 14, 2015	12:00pm
Opening of Solicitation:	August 26, 2015	3:00pm
City Council Contract Approval Date:	To De Determined	

(The City Manager reserves the right to delay or modify scheduled dates and will notify Respondents of all changes in scheduled dates.)

Copies of this Solicitation may be obtained by contacting DemandStar via Oniva at www.demandstar.com or calling toll free 1-800-711-1712 or may be purchased for a non-refundable fee of $25.00 from the Purchasing Department.

ACCEPTANCE AND REJECTIONS

The City Manager reserves the right to reject any or all Proposals with or without cause; to waive any or all irregularities with regard to the specifications and to make the award to the Respondent offering the greatest advantage to the City. Please be advised that this Solicitation is issued subject to the City Code Section 7-192 prohibiting certain communications with the City as completely specified in the General Conditions contained herein.

We look forward to your active participation in this Solicitation.

Sincerely,

Shannon Graham,
Purchasing Manager

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All of our Contract forms are fill-in able and can be found on our website at:

http://www.northmiamifl.gov/departments/purchasing/forms.aspx

A-1 Public Entity Crimes Affidavit
A-2 Non-Collusive Certificate
A-3 Local Preference Affidavit
A-4 Questionnaire Instructions
A-5 Acknowledgement of Addenda
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Section 1.0
Instructions to Proposers / General Terms and Conditions

1.1 DEFINITIONS

a) "City" means the City of North Miami.

b) "City Council" means the governing body of the City comprised of the Mayor and City Council members.

c) "City Manager" means the Chief Executive Officer of the City or his designee.

d) "Contract" or "Agreement" means a binding written agreement for the solicited Work and/or Services required by the City, including amendments, containing terms and obligations governing the relationship between the City and the Contractor.

e) "Contractor" means the Proposer or Respondent that receives an award of Contract or Agreement from the City Manager as a result of this Solicitation, and upon the parties executing a Contract.

f) "Department" means a department of the City of North Miami, as may be designated herein.

g) "Evaluation Committee" is comprised of individuals selected by the City Council charged with the responsibility of evaluating Proposals and providing a short list to the City Council for final selection.

h) "Proposal" means the documents timely remitted by Proposer or Respondent, in response to this Solicitation.

i) "Proposer" or "Respondent." All individuals, firms, consultants, organizations, or other entities submitting a response to this RFP.

j) "Project" is the total sum of all Work and Services to be performed under a Contract

k) "Scope of Services" or "Scope of Work" means section 3.0 of this Solicitation, which details the Work to be performed by the Contractor in delivering the Project.

l) "Solicitation" means this Request for Proposal ("RFP") document, and all associated addenda and attachments.

m) "Subcontractors" or "Sub-consultant" means any person, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, services, equipment, or materials, in connection with the provision of Services to the City, whether directly or indirectly, on behalf of the Contractor.

n) "Work" or "Services" includes all labor, expertise, and services provided or to be provided by the Contractor in fulfilling its obligations to the City, under a Contract.

1.2 CITY OVERVIEW

North Miami, Florida (pop. 60, 000) is a diverse community, ideally located midway between Miami and Fort Lauderdale and encompasses approximately 9.5 square miles. As the fifth largest City of Miami-Dade County, North Miami is committed to growth in its business community, while also focusing on issues such as education, the arts, leisure activities and sustainability to provide a viable future for our residents and preserve the City's rich history since its incorporation in 1926.

The City currently has 550+ employees and provides a wide range of governmental services including public safety / police services, parks and recreation, public works, water and sewer, planning, building and zoning, code enforcement, and community development to its citizens.

The City is a very large consumer of goods and services and the purchasing decisions of our employees and Contractors can positively or negatively affect the environment. By including environmental considerations in our procurement decision s, along with our traditional concerns with price, performance and availability, we will remain fiscally responsible while promoting practices that improve public health and safety, reduce pollution, and conserve natural resources.

1.3 SOLICITATION

This Solicitation is extended to Respondents that can provide the requirement(s) specified herein. The requirements presented in this Solicitation represent the City's anticipated needs.

1.4 PUBLIC ENTITY CRIMES AFFIDAVIT

The *Public Entity Crime Affidavit*, **(Form "A-1")** attached to this Solicitation, includes documentation that shall be executed by an individual authorized to bind the Respondent. If the *Public Entity Crime Affidavit* is not submitted as part of the Respondent's Proposal package, is altered in any manner or is not fully completed, the Respondent shall be deemed non-responsive to the Solicitation requirements.

1.5 PUBLIC ENTITY CRIME / DISCRIMINATORY RESPONDENT LIST

Any Respondent, or any of its Suppliers, Subcontractors, or consultants who shall perform Work which is intended to benefit the City, shall not be a convicted Respondent or included on the discriminatory Respondent list. If the Respondent or any affiliate of the Respondent has been convicted of a public entity crime or has been placed on the discriminatory Respondent list, a period longer than 36 months must have passed since that person was placed on the convicted Respondent or discriminatory Respondent list. The Respondent further understands and accepts that any Contract issued as a result of this Solicitation shall be either voidable or subject to immediate termination by the City. The City in the event in such termination, shall not incur any liability to the Respondent for any Work or materials furnished.

1.6 LOBBYING

All Respondents, their agents and proposed sub consultants or Subcontractors, are hereby placed on noticed that neither the City Council Members, any Evaluation Committee members, employees of the City or employees of any other project sponsoring agencies shall be lobbied either individually or collectively regarding this Solicitation. Respondents, their agents and proposed Sub-consultants or Subcontractors are hereby placed on notice that they are prohibited from contacting any of these individuals for any purpose relating to the Solicitation (e.g., general information, meetings of introduction, meals, etc.). Any Proposal

submitted by a Respondent, its agents and potential sub consultants or Subcontractors who violate these guidelines will not be considered for review. The Procurement Director or assigned (identified on the cover page of this Solicitation) shall be the only point of contact for questions and/or clarifications concerning the Solicitation, the selection process and the negotiation and award procedures.

1.7 SUSPENSION OF CONTRACTORS FOR MATERIAL BREACH OF CITY CONTRACTS

Pursuant to Sec 7-160 (a), (b) & (c) upon recommendation by the Director of Procurement, may temporarily or permanently suspend Contractors from doing business with the City whenever a Contractor materially breaches its Contract with the City. Any Proposal submitted by a Respondent, its proposed Subcontractors or sub consultants who are included on the City's Suspension List shall not be considered for review.

In addition, the principles of any Respondents or its proposed Subcontractors or sub consultants shall not attempt to do business with the City under a different name or form a new legal entity in order to do business with the City while the principals of the Respondent or its proposed Subcontractors or sub consultants remain on the Suspension List. In the event there is any intentional misrepresentation, the Respondent further understands and accepts that any Contract issued as a result of this Solicitation shall be subject to immediate termination for default and suspension procedures by the City. The City, in the event of such termination, shall not incur any liability to the Respondent for any Work or material furnished.

1.8 POINTS OF CONTACT TIMETABLE FOR INQUIRES

Respondents shall contact the Purchasing Department, for all inquiries relating to this Solicitation. All Respondents' technical inquires shall be in writing either through the mail, via facsimile transmission or electronic mail.

Technical questions will not be entertained beyond the cut-off date indicated on the cover page so that answers to substantive questions, in the form of written addenda, can be posted on the City's web site (www.northmiamifl.gov) and Demand Star by Onvia at www.demandstar.com or calling toll free 1-800-711-1712 and requesting the corresponding documents number.

1.9 ORAL REPRESENTATION

No oral representation made by the City staff shall be binding. The contents of this RFP and any subsequent addenda issued by the City shall govern all aspects of this Solicitation.

1.10 ADDENDA

If any Solicitation revisions become necessary (other than changes to the deadline for response submission), the City will post written addenda on the City web's site at (www.northmiamifl.gov) and on Demand Star by Onvia at www.demandstar.com or calling toll free 1-800-711-1712 and requesting the corresponding document number at least seven (7) calendar days before the date scheduled for opening the responses. The City may revise the deadline for response submission at any time prior to the date and time scheduled for opening the responses. **It is the responsibility of all Respondents to ascertain whether any addenda have been issued before the Solicitation deadline by either calling or checking the City's web site** (www.northmiamifl.gov) and Demand Star and by Onvia at www.demandstar.com or calling toll free 1-800-711-1712 and requesting the corresponding document number. All addenda placed on the Demand Star can be down loaded.

1.11 CANCELLATION OF THE SOLICITATION

The City Manager reserves the right to cancel this Solicitation and/or re-advertise and re-solicit the requirements at any time when determined to be in the best interest of the City.

1.12 PROTEST

If a potential Respondent protests any provisions of the Request for Proposal documents, a written protest must be filed with the City Clerk within five (5) business days (excluding weekends and City observed holidays) prior to date set for opening of the Proposals. A written protest is considered filed when received by the City Clerk.

Any Proposer who files a formal written protest pursuant to Section 7-158, City Code, shall post with the City at the time of filing the formal written protest with the City at the time of filing the formal written protest a filing fee in an amount equal to one percent (1%) of the amount of the bid or proposed Contract, or one thousand dollars ($1,000), whichever is less. Failure to file a notice of protest within the time prescribed in Section 7-158, City Code, or failure to post the filing fee within the time allowed, shall constitute a waiver of such Proposer's right to file a protest.

Notice of written protest along with the filing fee, shall be timely filed with the City Clerk of the City North Miami at 776 NE 125th Street, 1st Floor North Miami, FL 33161. The City will not accept receipt of any formal written protests filed at any location other than the City's Clerk's Office

1.13 CONTRACT

The selected Respondent understands that this Solicitation or the response shall not constitute a contract with the City. No contract is binding or official until responses are reviewed and accepted by appointed City Staff, approved by the appropriate level of authority within the City and an official Contract is duly executed by the parties. The selected Respondent shall be required to sign a Contract which the City Council determines to be fair, competitive and reasonable.

1.14 DEVELOPMENT COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation of a response to this Solicitation. All information in the response shall be provided at no cost to the City.

1.15 TAX EXEMPT STATUS

The City is exempt from Florida Sales and Federal Excise taxes on direct purchase of tangible property. The selected Contractor shall be liable for the payment of all applicable taxes incurred as a result of providing Services and is

responsible for timely payment of all such taxes whether federal, local or state.

1.16 RESPONSE SUBMISSION AND OPENING

All responses shall be submitted in a sealed envelope by the deadline indicated on the cover page of this Solicitation. The response shall identify the Solicitation number and title specified on the cover page of this Solicitation. Reference information shall also be marked on the outside of the sealed envelope, including the Respondent's return address. The City assumes no responsibility for responses not properly marked.

The City Manager will not accept responses delivered after the established deadline. If the response is delivered after the established deadline, a Respondent shall be deemed non-responsive to the Solicitation requirements.

Receipts of a response by any City office, receptionist or personal other than the Clerk's Office will not constitute "delivery" as required by this Solicitation. The City Manager will not accept or consider responses submitted via facsimile transmission. The public is welcome to attend the Solicitation opening.

1.17 ASSIGNMENT OF RESPONSE

A Respondent shall not transfer or assign its response to a third party following submission of a Proposal to the City.

1.18 WITHDRAWAL OF RESPONSE

Respondents shall withdraw their submitted Proposal by notifying the City either in writing or in person through an authorized representative at any time prior to the submission deadline. Individuals making the withdrawal shall provide evidence of serving as an authorized representative of the Respondent. Responses, once received, become the property of the City, and will not be returned to Respondents even when they are withdrawn from consideration.

Responses, once opened, shall not be withdrawn or modified except to the extent agreed to by the City Manager during subsequent Contract negotiation.

1.19 PUBLIC RECORDS AND EXEMPTIONS

Upon receipt, responses become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Respondents shall invoke the exemptions to disclosure provided by law, in the response to the Solicitation, by providing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected**,** and stating the reasons why such exclusion from public disclosure is necessary. Responses will be made available for public inspection at the time the City posts notice of its decision or intended decision concerning contract awards, or ten (10) days after the response opening, whichever is earlier.

1.20 REJECTION OF RESPONSES

Pursuant to Section 7-136, City Code, the City Manager reserves the right to reject any and all Proposals for reasons including, but not limited to, the following:

(1) When such rejection is in the interests of the City;

(2) If such Proposal is deemed non-responsive;

(3) If the Respondent is deemed non-qualified; or

(4) If the Proposal contains any materials irregularities. Minor irregularities contained in response will be waived by the City. A minor irregularity is a variation from the Solicitation that does not affect the price of the Contract nor does it give a Respondent an advantage or benefit not enjoyed by other Respondents and does not adversely impact the City.

1.21 WRITTEN PROPOSAL EVALUATION / ORAL PRESENTATIONS

The Evaluation Committee members will independently score the Proposal on the basis of their qualifications and technical merit in accordance with the evaluation criteria included in Part 4 of this Solicitation. Following the submission and evaluation of the written Proposals, the City may request the highest ranked Respondents to provide oral presentation explaining and/or demonstrating each Proposal. All oral presentations are scheduled and publicly noticed by the City Manager. Following the completion of oral presentations, the Evaluation Committee members will score each presentation. Final ranking after oral presentations will be based on the summary of raw scores from the oral discussions for each Respondent.

1.22 REVIEW OF PROPOSAL FOR RESPONSIVENESS

Each Proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlined in the RFP. A responsive Proposal is one which follows the requirements of the RFP, includes all documentation, is of timely submission, and has the appropriate signature as required on each document. Failure to comply with these requirements may result in a Proposal being deemed non-responsive.

1.23 CITY COUNCIL REVIEW

The Purchasing Director will report the result of this RFP to the City Council for final approval in accordance with the City's Procurement Ordinance to enter into Contract Negotiation. The City reserves the right to reject all Proposals.

1.24 THE CITY OPTIONS

The City Manager may, at its sole and absolute discretion, reject any or all responses, re-advertise this Solicitation, postpone or cancel this Solicitation process at any time, or waive any irregularities in this Solicitation or in the responses received as a result of this Solicitation.

The determination of the criteria and process whereby responses are evaluated, the decision as to who shall receive a Contract award, or whether an award shall ever be made as a result of this Solicitation, shall be the sole and absolute discretion of the City Manager.

In no event will any successful challenger of these determinations or decisions be automatically entitled to the award of this Solicitation.

The submittal of a Proposal will be considered by the City as constituting an offer by the Respondent to provide the Services described in this Solicitation.

1.25 CONTRACT AWARD

The City Manager anticipates the award of one Contract, but reserves the right not to make any award whatsoever, if determined to be in the interest of the City.

Prior to Contract award, the Respondent(s) shall submit documentation reflecting any required insurance coverage. The Contract number shall be included on the insurance documentation submitted to the City Manager at the time of award execution and for all subsequent updates to the insurance coverage throughout the Contract period. Failure to execute the Contract and/or to provide evidence of any required insurance coverage shall be just cause for the termination of the award.

1.26 PROPOSAL SUBMITTAL/ADDENDUMS

All Proposals submitted shall include the completed Proposal Forms and all required information and any other items as indicated on the Proposal Form. Proposals may be considered "Non-Responsive" if the required information is not submitted by the date and time specified or prior to award.

Before submitting a Proposal, each Respondent shall make all investigations and examinations necessary to ascertain if any addendums were issued by the Purchasing Agent.

1.27 NON-RESPONSIVE PROPOSALS

Responses found to be non-responsive shall not be considered. Responses may be rejected if found to be in nonconformance with the requirements and instructions herein contained. A Response may be found to be non-responsive by reasons, including, but not limited to, failure to utilize or complete prescribed forms, conditional responses, incomplete responses, indefinite or ambiguous responses, failure to meet deadlines and improper and/or undated signatures.

Other conditions which may cause rejection of Proposals include evidence of collusion among Respondents, obvious lack of experience or expertise to perform the required Work, submission of more than one Proposal for the same Work from an individual, Respondent, joint venture, or corporation under the same or a different name (also included for Design-Build Projects are those Proposals wherein the same Engineer is identified in more than one Proposal), failure to perform or meet financial obligations on previous contracts, employment of unauthorized aliens in violation of Section 274A (e) of the Immigration and Nationalization Act, or in the event an individual, Respondent, partnership, or corporation is on the United States Comptroller General's List of Ineligible Design-Builder for Federally Financed or Assisted Projects.

Proposals will also be rejected if not delivered or received on or before the date and time specified as the due date for submission.

1.28 CONE OF SILENCE

This RFP is issued pursuant to the City of North Miami Section 7-193, City Code, which prohibits certain types of communications: (a) A Cone of Silence shall be imposed upon each RFP, RFQ and IFB after the advertisement of said RFP, RFQ or IFB. At the time of imposition of the cone of silence, the director of the Purchasing Department or designee shall provide for public notice of the cone of silence. The director of the purchasing department shall issue a written notice thereof to the affected departments, file a copy of such a notice with the City Clerk, with the copy thereof to each City Council member, and shall include in any public Solicitation for supplies or services a statement disclosing the requirements of this ordinance. Notwithstanding any other provision of this section, the imposition of a cone of silence on a particular RFP, RFQ or IFB shall not preclude Purchasing staff from obtaining industry comment or performing market research provided all communication related thereto with a potential offeror, service provider, bidder, lobbyist, proposer or consultant are in writing or are made at a duly noticed public meeting.

The ordinance does not apply to oral communications at pre-Proposal conference, oral presentations before Evaluation Committee, Contract negotiations, public presentations made to the City Council during any duly noticed public meeting or communications in writing at any time with any City Council unless specifically prohibited by the applicable RFP, or bid documents. A copy of all written communications must be filed with the City Clerk.

1.29 RESPONDENT'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS

This RFP shall require that the Respondent submits with its Proposal a listing of all first-tier Subcontractors or sub consultants who will perform any part of the Contract Work and all Suppliers who will supply materials for the Contract Work direct to the selected Respondent. **Failure to comply with this requirement may render the Proposal non-responsive.** In addition, the selected Respondent shall not change or substitute Subcontractors or Suppliers from those listed in the Proposal except upon written approval of the City Manager **(See "Form A-6").**

1.30 BUSINESS ENTITY / RESPONDENT REGISTRATION

The City of North Miami requires business entities to complete registration application before doing business with the City. Respondents need not register with the City to Present a Proposal; however, the selected Respondent(s) must register prior to award of a Contract as failure to register may result in the rejection of the Proposal. To register, contact the Purchasing Department at (305) 895-9886 or you may download the application *(revised 7/09)* from our website at www.northmiamifl.gov it is the responsibility of the business entity to update and renew its application concerning any changes such as new address, telephone number, commodities, etc. during the performance of any Agreement obtained as a result of this RFP.

1.31 EXCEPTION TO THE RFP

Respondents may take exceptions to any of the terms of this RFP unless the RFP specifically states where exceptions may not be taken. Should a Respondent take exception where none is permitted, the Proposal will be rejected as non-responsive. All exceptions taken must indicate clearly what alternative is being offered to allow the City Manager a meaningful opportunity to evaluate and rank Proposals, and the cost implications of the exception (if any). Where exceptions are taken, the City Manager shall determine the acceptability of the proposed exceptions. The City Manager, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the City Manager may insist that the Respondent furnish the Services or goods described herein or negotiate an acceptable alternative.

All exceptions shall be referenced by utilizing the corresponding section, paragraph and page number in this RFP. However, the City Manager is under no obligation to accept any exceptions. If no exception is stated, the City Manager will assume that the Respondent will accept all terms and conditions.

1.32 PUBLIC RECORDS

Respondents are hereby notified that all information submitted as part of, or in support of, Proposals will be available for public inspection after opening of Proposals, in compliances with Chapter 119, Florida Statutes, popularly known as the "Public Records Law."

1.33 LOCAL PREFERENCE / 10% TOTAL WORKFORCE CONSISTING OF NORTH MIAMI RESIDENTS / SUBCONTRACT WITH LOCAL PROPOSERS

The evaluation of competitive Solicitations is subject to Section 7-151, City Code which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the Respondent shall respond in writing its compliance with either of the following objective criteria as of the bid or Proposal submission date stated in the Solicitation. A local business shall be defined as:

a) A business that has a valid local business tax receipt, issued by City of North Miami at least one year prior to bid or Proposal submission, that is appropriate for the goods, services or construction to be purchased; or

b) A business that has a physical business address located within the limits of the City of North Miami from which the Respondent operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address; or A business has at least ten percent (10%) of its total workforce residing in the City prior to the City's issuance of the Solicitation for supplies or services; or

c) The local preference may be applied to Respondents that Subcontract at least ten percent (10%) of the contractual amount of a City project to Subcontractor who is physically located within the City of North Miami. (Must complete Form A-3a & A-3b)

The preference is used to evaluate the submittals received from Respondents are assigned point totals, a preference of ten (10) percent of the total evaluation point, or ten (10) percent of the total price, shall be given to the local business. (See Form A-3) Has the CM approved this?

1.34 RULES, REGULATED AND LICENSING REQUIREMENTS

The Respondent shall comply with all laws; ordinances and regulations applicable to the Services contemplated herein, especially those applicable to conflict of interest and collusion. Respondent are presumed to be familiar with all Federal, State and Local laws, ordinances, codes, rules and regulations that may in any way affect the goods or Services offered.

1.35 MODIFICATIONS OF PROPOSAL

No unsolicited modifications to Proposals will be permitted after the date and hour of the Proposal opening.

1.36 TRUTH IN NEGOTIATION STATEMENT

The Contractor must provide at the time for Contract execution a written statement stating that "wage rates and other factual unit cost supporting the compensation are accurate, complete and current at the time of contracting".

1.37 REVIEW OF SOLICITATIONS

The City will not allow any request for documents or reviews of submittals until thirty days after Proposals are received or after an award is announced. After said time, Respondents may request documents or make an appointment to review submittals and presentations.

1.38 LATE SUBMISSIONS

The City Manager will not accept Proposals received after opening time and encourages early submittal.

1.39 SOLICITATION OPENING

This Solicitation will not be based solely on price. Therefore, the Cost Proposals will NOT be read aloud. However, properly received Proposals will be announced at the Proposal Opening. Proposal will be read in the Council Chambers located on the 2nd floor of City Hall 776 NE 125th Street North Miami, FL 33161. A list of Respondents shall be placed on the City's website.

1.40 ATTORNEYS' FEES

In the event of any dispute arising under or related to the Agreement, the prevailing party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of the Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

1.41 CONFLICTS OF INTEREST

The City's Conflict of Interest guidelines, provided under Article XI, of the City Code, as amended, shall apply to this Solicitation and Contract. Respondents should be aware, that if awarded a Contract, no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Solicitation has any personal financial interest, directly or indirectly, with

Contractors or Respondents providing professional services on Work assigned to the Contractor, except as fully disclosed and approved by the City Manager. Contractor shall further be aware that if awarded, in the performance of this Solicitation no person having such conflicting interest shall be employed.

1.42 CONTRACTOR OBLIGATIONS

The Contractor warrants that any and all Work, materials, services or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result, will be supplied by the Contractor at its own cost, whether or not specifically called for.

The Contractor warrants and accepts that any and all Work, materials, services or equipment necessitated by the Inspections of City and/or County agencies, or other regulatory agencies as are applicable, to bring the Project into conformity with the Contract Documents and all applicable laws, codes, regulations, procedures, or considered inside the contemplation of the Contract Documents, shall be deemed the responsibility of the Contractor at no additional cost to the City.

1.43 EEOP UTILIZATION REPORT

City of North Miami EEOP Manual will be provided upon request.

END OF SECTION

SECTION 2.0
SPECIAL CONDITIONS

2.1 PURPOSE

The purpose of this RFP is to solicit proposals from experienced and well-qualified licensed firms and/or individuals, preferably certified in local, county, and city government by the Florida Bar for the provision of full-time legal Services as City Attorney for the City of North Miami, FL.

2.2 TERM OF CONTRACT

Award / Contract will commence succeeding the approval of the Contract by the City Council, unless otherwise stipulated in the Notice of Award letter, which is distributed by the City's Purchasing Department and contingent upon the completion and submittal of all required Solicitation documents. The term of this Contract may be for two (2) years.

2.3 OPTION TO RENEW

The Contract may be renewed for three (3) additional one (1) year periods, on the same terms and conditions, at the sole discretion of the City Council. The fee structure of the Contract shall remain firm for the entire Contract term including any and all renewal periods.

2.4 METHOD OF AWARD

Method of Award details can be found in Section 4 Evaluation/Selection Process of this solicitation.

2.5 MINIMUM QUALIFICATION AND EXPERIENCE

To be eligible to respond to this Solicitation, the Respondent must demonstrate that the firm, has sufficient capabilities, resources and experience to provide the Services under this Solicitation. Any Respondent that fails to meet all the following minimum qualification requirements may be noted as "NON-RESPONSIVE". Those qualifications are as follows:

2.5.1 LICENSING REQUIREMENTS:

In order to be considered a responsible and responsive Respondent for the Scope of Work set forth in these bid documents, the Respondent shall possess the following:

1. Proposers shall be licensed attorneys in good standing with the Florida Bar.

2.5.2 EXPERIENCE REQUIREMENTS

1) The Proposer must have experience and demonstrate the following:
    a. Immediately preceding the time of appointment, shall possess a minimum of three (3) years' experience practicing law in the courts of The State of Florida, of which a minimum of three (3) years consists of practice in the area of municipal government.
    b. Experience providing legal services to local governments in the following areas: agendas, codes, ordinances, agreements, resolutions, ethics & public records, general municipal law, etc.
    c. Experience representing municipal government operations as well as experience in coordinating and managing the work of other law firms brought in for areas of specialized expertise.

2) References: At a minimum, Respondent must provide at least five (5) references of business clients and/or governmental agencies to which it has provided said Services. If available, such references should be representatives of Florida jurisdictions to which the Respondent is currently providing, or has provided, Services within the last five (5) years. Only one reference may be used for legal services rendered to the City of North Miami.

2.6 INDEMNIFICATION AND INSURANCE REQUIREMENTS

Respondents must submit with their responses, proof of insurance meeting or exceeding the following coverage or a letter of intent to provide the following requirements if awarded a Contract:

1. Professional Liability (Errors and Omissions) Insurance – 1. $1,000,000 per occurrence, $2,000,000 aggregate on dedicated project limits with a deductible (if applicable) not to exceed $25,000 per claim (audited financial statements required). The certificate of insurance shall reference any applicable deductible; 2. Claims made policy must have an extended coverage reporting period of two years past the coverage completion date; 3. For Deductible programs or Self Insured Retention Programs an Irrevocable Letter of Credit or performance Bond for amount of SIR/Deductible is required.

2. Commercial General Liability Insurance – preferably written on an occurrence form with $1,000,000 for each occurrence, to include contractual liability, personal & advertising injury, and products/completed operations.

3. Automobile Liability Insurance – $1,000,000 combined single limit bodily injury and property damage. Coverage shall be applicable to any auto, hired auto and non-owned auto.

Both Commercial General and Automobile Liability insurance policies shall name the City of North Miami as "additional insured". All insurance required herein shall be written as primary policies, not contributing to or in excess of any coverage that the City may carry.

All insurance policies required by the Contract shall be maintained in full force and effect throughout the term period. The insurance carriers shall have a minimum of B+ rating based on the latest rating publication for Property and Casualty Insurers such as A.M. Best Company (or its equivalent). All insurers must be lawfully admitted to conduct business within the State of Florida. Required insurance coverage must be approved by the City's Risk Management prior to signing of Contract. Contractor may produce any insurance under a "blanket" or "umbrella" insurance policy, provided that such policy or a certificate of such policy specify the amount(s) of the total insurance allocated to this Contract. Coverage limits shall equal or exceed the amount(s) required by this agreement and shall not be reduced for claims made on other projects undertaken by Contractor.

The Contractor must submit to the Purchasing Department, prior to signing of Contract, a Certificate of Insurance naming the City of North Miami as additional insured for Commercial General Liability and Auto Liability Insurance. Contractor shall guarantee all required insurances remain current and in effect throughout the term of Contract and shall be provided to the City's Project Manager/designee.

Contractor shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of an Agreement by the Contractor or its employees, agents, servants, partners principals or Subcontractors.

Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

Awarded Contractor shall not commence Work under this Agreement until the City has received and approved all of the minimum insurance described by the City's Risk Manager. Awarded Contractor shall not permit any Subcontractor to begin any Work on City Property until Subcontractor's minimum insurance coverage is obtained and approved.

2.7 FAILURE TO PERFORM

The provisions of the Contract will dictate issues of default and termination, with or without cause.

2.8 FEDERAL AND STATE REGULATIONS

The Contractor shall comply with all applicable federal, state and local rules and regulations regarding the provision of Services.

2.9 ACCEPTANCE OF SERVICES BY THE CITY

The Services to be provided hereunder shall be in full compliance with the specifications and requirements set forth in the Contract Documents.

2.10 COUNCIL MEETING

Top ranked firms must be available to attend City Council meetings. Proposers must be prepared to answer any questions and/or provide oral presentations (using presentation board, PowerPoint, or handouts) if requested by City Council and/or and authorized City Representative.

2.11 SOLICITATION CLARIFICATION AND INQUIRIES

Any questions or clarifications regarding this Solicitation shall be submitted in writing to Shannon Graham via email at purchasing@northmiamifl.gov. Respondent(s) must clearly understand that the only official answer or position of the City will be the one received in writing.

The Solicitation number and title shall be referenced on all correspondence; be sure to include the page and paragraph number for each question in order to ensure that questions asked are responded to correctly. All questions must be received no later than the time and date specified in the Solicitation Timetable section**.** All responses to questions/clarifications will be sent to all prospective Respondents in the form of an addendum.

NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE. Addendum(s) will be made available on the City's webpage and it is the Respondent's sole responsibility to assure receipt of all (if any) addenda(s).

This RFP is issued pursuant to the City of North Miami Ordinance Section 7-192 which prohibits certain types of communications.

2.12 ACCEPTANCE/REJECTION/MODIFICATION TO PROPOSALS:

The City reserves the right to reject any and all Proposals, and to waive minor irregularities in the procedure.

2.13 CONDITIONS OF PROPOSALS

2.18.1 Late Proposals – Proposals received by the City after time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery at the location designated for receipt of Proposals.

2.18.2 Completeness – All information required by this RFP must be supplied to constitute an acceptable Proposal.

2.18.3 Public Opening – All Proposals will be publicly opened at the time and place specified.

2.18.4 Award – The Evaluation Committee will make recommendations based upon the most responsive and responsible submittal(s) whose qualifications conforms to the RFP and is most advantageous to the City. The City Manager will present to City Council for acceptance and final award, or reject all qualifications, within approximately one hundred and fifty (150) calendar days from the date of opening of Proposals. The successful qualified Contractor shall be notified in writing of award.

2.18.5 Contract - A Contract will be awarded in accordance with City Council approval. The City reserves the right to execute or not execute, as applicable, a Contract with the Contractor that is determined to be in the City's best interests.

2.14 CITY OPTIONS

The City may, at its sole and absolute discretion, reject any or all Proposals, re-advertise this RFP, postpone or cancel this RFP process at any time, or waive any irregularities in this RFP or in the Proposals received as a result of this RFP.

The determination of the criteria and process whereby Proposals are evaluated, the decision as to who shall receive a Contract award, or whether an award shall ever be made as a result of this RFP, shall be the sole and absolute discretion of the City.

2.15 RULES, REGULATIONS, AND REQUIREMENTS

All Proposers shall comply with all laws, ordinances, and regulations of any Federal, State of Florida, Miami-Dade County, or City government applicable to submitting a response to this RFP and to providing the Services described herein.

2.16 ETHICAL CONSIDERATION

No elected official or employee of the City 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.

The Contractor shall not assign any interest in this Contract and shall not transfer any interesting the same without the prior written consent of the City.

The Contractor shall not accept any client or project that places it in a conflict of interest with its representation of the City of North Miami.

The proposing attorney or firm must warrant that it has not employed or retained a company or person, other than a bona fide employee, Contractor or Subcontractor, working in its employ, to solicit or secure a contract with the City, and that it has not paid or agreed to pay any person, company, corporation,

individual or firm other than a bona fide employee, contractor or sub-contractor, working in its employ, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of a contract with the City.

2.17 CHANGE OF PROPOSAL

Any Proposer, who desires to change his/her submittal, shall do so in writing. Any request for changes shall be received prior to the date and hour of the Proposal opening. The Proposer's name and the RFP # shall appear on the envelope.

2.18 MODIFICATIONS OF PROPOSAL

No unsolicited modifications to Proposals will be permitted after the date and hour of the RFP opening.

2.19 CONTRACTOR REGISTRATION

The Contractor shall be a registered vendor with the City of North Miami for the duration of the Agreement. In becoming a registered vendor, the Proposers confirms its knowledge of and commitment to comply with the City of North Miami Procurement Code which sets forth the provisions of the procurement of supplies and services, including source selection and contract formation.

Proposers may view the City's procurement ordinance at www.northmiamifl.gov/purchasing

END OF SECTION

SECTION 3.0
SCOPE OF WORK

3.1 BACKGROUND

The City is seeking an experienced and well-qualified licensed firm and/or individual, preferably certified in local, county, and city government by the Florida Bar for the provision of full-time legal Services as City Attorney for the City of North Miami, Florida.

3.2 SCOPE OF SERVICES

The Proposer will be required to provide full-time City Attorney services to the City of North Miami.

3.2.1 Responsibilities include, but are not limited to:

1) Providing legal advice to the City, its Officials, Officers, Agencies, Boards, Committees, Departments and department employees. Advice should be provided per local government law and procedures.
2) Performance of professional duties and functions as may be required by ordinance or resolution of the City Council.
3) Providing advice of all aspects of municipal law and litigation, including but not limited to general municipal law, labor law, general state and federal laws relating to city government, public disclosure issues, laws against discrimination, ordinance and resolution development and interpretation, housing subdivision and land use law, economic development activities including development, redevelopment, enforcement, and property/real estate law, contract law, environmental law, franchise law, municipal leases, purchasing and procurement, trial activity, and tort law.
4) Staying abreast of new and proposed state and federal legislations affecting the City.
5) Institute and/or cause to be prosecuted all eminent domain proceedings and other civil suits, actions and legal proceedings authorized by the City Council.
6) Prosecute and defend, for and on behalf of the City against any and all complaints, suits and controversies in which the City is a party, before any court or legally constituted tribunal;
7) Be the Attorney of Record, or be responsible for the oversight of the Attorney of Record, in all civil suits, actions and legal proceedings wherein the City Council, Departments, Boards, or City Officials or employees are parties by virtue of their official positions or actions unless such suits, actions or legal proceedings are assigned by the City Council to special counsel.
8) Prepare or review and approve as to form and legal sufficiency, all City ordinances, resolutions, deeds, contract documents, and other legal instruments affecting or pertaining to the City or in which the City is a party.
9) Review Requests for Proposals, bid invitation documents, development review applications, agenda items, and other pertinent matters as directed and using the City's processes and procedures.
10) Attend and be present during all regular meetings, workshops and special meetings of the City Council. When requested by the City Council, attend meetings of special committees of the City council and meetings of City Boards.
11) Monitor the performance of any duties assigned to special counsel.
12) Assist and advise on the collection of delinquent taxes and/or other delinquent revenues.
13) Address and advices the City on utility taxes and utility franchise agreements
14) Works cooperatively with any special counsel retained by the City for special projects. Coordinates with other special counsel as necessary, as needed, to assure proper management of legal issues, and proper coordination and transition of legal information among special counsels.

15) Prepares and reviews ordinances and resolutions for legal correctness and acceptability
16) Prepares and reviews contracts, leases and other documents for legal correctness and acceptability.

3.2 AUDITABLE RECORDS

The selected Attorney or firm shall maintain auditable records to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting principles, and the City reserves the right to determine record-keeping methods in the event of non-conformity.

END OF SECTION

Section 4.0
Evaluation / Selection Process

4.1 REVIEW OF PROPOSALS FOR RESPONSIVENESS

Each Proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlined in the Solicitation. A responsive Proposal is one which follows the requirements of this Solicitation that includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive. The Contract will be awarded to the most responsive proposer whose Proposal best serves the interest of and represents the best values to the City in conformity with Chapter 7, Article III of the City code.

By the submittal of a Proposal, each Respondent acknowledges and agrees to all terms and conditions set forth in this RFP and agreement by the City of North Miami.

Each individual and/or firm acknowledges and agrees that due care and diligence was exercised in the preparation of its Proposal and all information contained therein is believed to be correct. The Respondent acknowledges, and accepts its responsibility for determining the full extent of the exposure to risk and verification by the City of all information in the Proposal. Neither the City nor its representatives will be responsible for any error or omission in any Proposal, or for the failure on the part of any Respondent to determine the full extent of the exposure.

4.2 MINIMUM REQUIREMENTS

To be eligible to respond to this Solicitation, the Respondent must demonstrate sufficient capacity, resources and experience to provide the professional services in their discipline, as required by the City. Any proposer that fails to meet all of the minimum criteria shall be noted as “non-responsive” and their Proposal will not be evaluated / scored.

4.2.1 The Respondent shall be licensed to do business in the State of Florida. Submit Sunbiz report with its company registered as active.

4.2.2 Respondents must be properly registered to practice their profession and licensed to engage in contracting in the State of Florida at the time of Proposal submission. The Respondent shall submit copies of their requisite Licenses as outlined in section 2.5.

4.2.3 Respondents must provide at a minimum, five (5) references of local government clients to which it has provided said Services. If available, such references should be representatives of Florida jurisdictions to which the Proposer is currently providing, or has provided, Services within the last five (5) years. Only one reference may be submitted for Work completed for the City of North Miami.

4.2.4 Submit together with its Proposal a copy of required evidence of insurance as described in Section 2.6 showing the insurance coverage and amounts are currently in place. Alternatively, Proposers may submit, together with their Proposal, a letter on company letterhead stating they will comply with all insurance requirements, if awarded the Contract. The statement letter shall stand alone and shall not address any other topic neither shall it be incorporated into another letter.

4.3 EVALUATION PROCESS

4.3.1 EVALUATION COMMITTEE AND PROCEDURES FOR REVIEW

An Evaluation Committee shall be established to review and evaluate all Proposals in response to this Request for Proposals (RFP). The Evaluation Committee shall conduct a preliminary evaluation of all qualifications on the basis of the information provided and other evaluation criteria as set forth in this Request for Proposals or as reasonably determined by the Evaluation Committee.

The Evaluation Committee will first review each submittal for compliance with the minimum qualifications and mandatory requirements of the RFP. Failure to comply with any mandatory requirements may be cause for rejection.

The City reserves the right to reject any and all Proposals and to waive minor irregularities in the Proposal. The City further reserves the right to seek new Proposals when it is in the best interest of the City to do so.

The City shall be the sole judge of its requirements, as set forth in this solicitation and of the final Contract award, as successfully negotiated. The City's decision(s) shall be final. All Proposals and prime Respondents will initially be screened for responsiveness as described in this solicitation.

Proposals and Respondents who have met the responsiveness and responsibility conditions will be evaluated in accordance with the criteria detailed in Part 4.4.1, Evaluation Criteria. Evaluation Committee members will independently score the written Proposals based on the merit of each Proposal, as determined by the Evaluation Committee members, to meet the requirements stated in the solicitation. The total number of points scored by each Evaluation Committee member will be based on the maximum points available for each of the factors detailed under the technical category.

Upon completion of the technical criteria evaluation, rating and ranking, the Evaluation Committee may choose to conduct oral presentation(s) with the Respondent(s) which the Evaluation Committee deems to warrant further consideration based on the best rated Proposal providing the highest quality of service to the City; scores in clusters; significant breaks in scoring; and/or maintaining competition. Upon completion of the oral presentation(s), the Evaluation Committee will re-evaluate, re-rate and re-rank the Proposals remaining in consideration based upon the written documents combined with the oral presentation.

4.4 EVALUATION / SELECTION COMMITTEE

The City Council will appoint an Evaluation Committee consisting of seven (7) members which will include individuals with the expertise appropriate for the evaluation of all aspects of the Services to be provided.

4.4.1 EVALUATION OF PROPOSALS

Criteria will be scored on a scale of **"0" to "100"** per evaluator with the maximum number of points available for each criterion as noted in this section. The maximum number of points to be scored under this process is **100 points per Evaluation Committee member**. Scoring is based on a point total per evaluator and not a percentage. The highest ranking Respondent will be determined by using a combination of Respondent's total scores for criteria listed. The City will put each Proposal through a process of evaluation to determine the Respondent's responsiveness to City's needs.

Award shall be made to the responsible firm and/or individual whose statement of qualifications is determined to be the most advantageous to the City, taking into consideration each category firm is applying for and the evaluation factors set forth below:

EVALUATION CRITERIA FOR RFP

CRITERIA	DESCRIPTION	MAXIMUM POINTS
1	Qualifications/Experience of the Firm/Individual	30
2	Experience Relating to City Government	30
3	References	10
4	Organization & Structure	10
5	Price Proposal	20
TOTAL		100

The City reserves the right to reject any or all Proposals, to waive any irregularities or informalities in any submittal or in the RFP procedures, and to accept or reject any item or combinations of items. The award will be to the individual or firm who's Proposal complies with all material requirements set forth in this RFP and whose statement of qualifications, in the opinion of the City, is the best, taking into consideration all aspects of the proposer's response.

4.4.2 ORAL PRESENTATIONS

Respondents will be requested to provide an oral presentation as a part of the evaluation process for this Solicitation. The Evaluation Committee will schedule interviews only with responsive/responsible Respondents. Notice of assigned presentation times will be communicated in advance to the Respondent but may be given short notice of appearance. The purpose of the presentation will be to clarify the Response and ensure a mutual understanding of the Scope of Services. The oral presentation may clarify, but may not modify the prior written submission. Verbal exchanges between the presenter(s) and Evaluation Committee during presentations are intended only for purposes of providing clarification in response to questions from Evaluation Committee. These exchanges shall not be misconstrued as a "negotiation" of terms by either party. The City will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e. travel, accommodations, etc).

4.5 ADDITIONAL INFORMATION/CLARIFICATIONS

Information provided by the City is to facilitate Proposals. Effort was made to provide necessary and accurate information when this Solicitation was prepared, but the City is not to be penalized for any lack of completeness. Accuracy of this data is not guaranteed. It is the sole responsibility of proposers to assure that they have all information necessary for submission of their Proposals.

Any questions relative to interpretation of specifications or if more information is needed, please contact the City's Purchasing Manager, Shannon Graham, in writing, and email to: purchasing@northmiamifl.gov. The City's Procurement Department reserves the right to conduct pre-award discussion and/or pre-Contract negotiations with any or all-responsive and responsible proposers who submit Proposals determined to be reasonably acceptable of being selected for award. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of Proposals and such revisions may be permitted after submission of Proposals and prior to

award of a Contract. In conducting discussions, there shall be no disclosure of any information derived from Proposals by competing proposers except as may be required by the Florida Public Records Law, Chapter 119, Florida Statutes.

The proposer shall furnish such additional information as the City of North Miami may reasonably require. This includes information which indicates financial resources as well as ability to provide the Services. The City qualifications of the proposer as it deems appropriate, including but not limited to, a background investigation conducted by reserves the right to make investigations of the North Miami Police Department.

4.6 NEGOTIATIONS

The City may recommend for award Proposer(s) based on the scores of the selection criteria, without discussions.

Notwithstanding the foregoing, if the City and said Proposer(s) cannot reach agreement on a Contract, the City reserves the right to terminate negotiations and may, at the City Manager's or designee's discretion, begin negotiations with the next lowest responsible and responsive proposer. This process may continue until a Contract acceptable to the City has been executed or all Proposals are rejected. No Proposer shall have any rights against the City arising from such negotiations or termination thereof. If the City and said Proposer(s) cannot reach an agreement on a Contract, the City reserves the right to terminate negotiations and may, at the City Manager's or designee's discretion, begin negotiations with the next qualified, responsible and responsive proposer. This process may continue until a Contract acceptable to the City has been executed or all Proposals are rejected. No Proposer shall have any rights against the City arising from such negotiations or termination thereof.

Any Proposer recommended for negotiations may be required to provide to the City:

4.6.1 Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.

4.6.2 Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency which may affect the performance of Services to be rendered herein, in which the Proposer, any of its employees or Subcontractors is or has been involved within the last three years.

END OF SECTION

SECTION 5.0

PROPOSAL FORMAT

Proposers should carefully follow the format and instructions outlined below, observing format requirements where indicated. All materials (except for plans and schematics, if any) are to be submitted on 8 1/2" X 11" pages, neatly typed and double sided on recycled paper, with normal margins and spacing. All documents and information must be fully completed and signed as required. Digital copies must be in Adobe or Word format. Proposals which do not include the required documents, in the order listed below, may be deemed non-responsive and may not be considered for evaluation.

PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A PROPOSAL.

Responses should be prepared simply and economically, addressing the requirements according to the instructions provided and in a concise manner. Proposal shall be limited in size as to what can fit into a 2 1/2" binder. USB Flash Drive must be clearly labeled with Company Name and Proposal Number.

The Proposal shall be written in sufficient detail to permit the City to conduct a meaningful evaluation. The Proposal must include the following information:

5.1 MANDATORY SUBMITTAL REQUIREMENTS

LABEL EACH SECTION AS NUMBERED

1) **Proposal Contact Information Form**
   Use Cover Page Attachment and include this sheet as the very first sheet of your Proposal. Please complete and sign the form in its entirety. The contact person indicated should be someone the City may contact for any questions or provide any correspondence related to this RFP.

2) **Table of Contents**
   The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages must be consecutively numbered and correspond to the Table of Contents

3) **Letter of Introduction**
   Provide a brief introduction narrative letter highlighting the qualifications of the firm including component firm(s), legal nature of organization and number of years in existence and primary markets served.

4) **Business Structure**
   Corporations, Joint Ventures, or Partnerships - Submit copy of State of Florida Department of State records indicating when corporation organized, corporation number, and date and status of most recent annual report. Provide copies of current City / County / State Occupational License(s) where applicable

   Respondents submitting applications as joint ventures shall submit a copy of their joint venture agreement. Any firm(s) involved in a joint venture in its Proposal will be evaluated individually, as each firm of the joint venture would have to stand on its own merits.

   Give the location of the office which will handle the City's account and the number of professional staff personnel at the office.

5) Qualification/Experience of the City Attorney (30 Points)

a) Specifically address the firm/individual's experience per the qualification requirements in Section 2

b) Name and biographical sketch of the attorney who will be assigned as City Attorney for the City of North Miami. Also the names and resumes of other attorneys who will assist and attend any of the City Council meetings or other meetings, to include the following:

   a. Whether a member is in good standing of the Florida Bar, and if so, identify the date of admission;
   b. If a member in good standing of other bars, identify state and date of admission;
   c. The area of practice concentration relative to the area of service required by the City, including experience in municipal law;
   d. Please state as to each attorney that is certified in city, county, and local government law by the Florida Bar;
   e. Please state as to each attorney whether such attorney is rated by any national rating service and the rating of each attorney.

6) Experience Working with City Government (30 points)

a) Provide information as to each of the individual attorney's experience and the firm's experience in representing local government entities. That is, identify all current (and for the past five (5) years) municipal, county, or other governmental agencies for which your firm has provided legal counsel or advice and the relationship between the law firm and/or each individual attorney and the identified entity.
b) Identify the specific experience of the firm in all phases of Florida land use law. Identify the specific experience of the firm in specialized areas, including but not limited to municipal issues including parliamentary procedures, open meetings, FOIA, Government in the sunshine, elected official, municipal finance, land use, zoning, growth management, environmental law, inter-local agreements, building Code, personnel, and any additional legal areas that will identify the focus of the firm.

7) References (10 points)

See section 4.2.3

8) Methodology and Approach (Organizational Structure) (10 points)

Proposers approach methodology to providing the Services requested in this Solicitation:

a) Name of law firm/individuals and primary attorney to serve as the City Attorney at each City Council meeting and other Boards as may be requested or scheduled.
b) Locations of all offices and city government by the Florida Bar.
c) After-hours availability.
d) Information on how the firm/Individual would structure the working relationship between the City Attorney's Office, the City Council, and the City Manager's Office.
e) Areas of expertise where the use of special outside counsel is anticipated.
f) Statement on how the workload of the City of North Miami will be accommodated and what kind of priority it would be given.

9) Price Proposal (20 points)

Propose a set, fixed fee that is inclusive of all service costs for the identified Scope of Work and General Specifications, payable in equal monthly installments, for identified legal Services. State separately the rate for any other cost items proposed to be itemized and billed (i.e. photocopying, Westlaw, or Lexis fees, overhead factor, etc.)

10) Contract Forms

All RFP forms provided in Section 5.0 must be completed (with all blanks filled in), executed and properly notarized. All Contract forms must be completed (with all blanks filled in), executed and properly notarized. The following forms must be submitted in the following order:

Respondent Registration (if not registered)

Form A-1	Public Entity Crimes Affidavit
Form A-2	Non-Collusive Proposal Certificate
Form A-3	Local Preference Affidavit *(optional)*
Form A-4	Questionnaire Instructions (Use attached form)
Form A-5	Acknowledgement of Addenda *(if applicable, attach copies of addendum)*
Form A-6	Disclosure of Subcontractors & Suppliers *(if applicable)*
Form A-7	Insurance Requirements *(Provide copies of the required Insurance)*
Form A-14	References

All of our forms can now be found on our website at:
http://www.northmiamifl.gov/departments/purchasing/forms.aspx

These forms are fill–in forms. Please ensure to include all applicable forms with your Proposal documents signed and notarized as required. Emailed forms will NOT be accepted.
In regards to "Form A-5 Acknowledgement of addenda", it is the sole responsibility of the Respondent to check the City's website for all applicable addenda issued at:
http://www.northmiamifl.gov/docs/form_A5.pdf

Completed responses shall include all the above information including all required forms included with this RFP or RFP submittal may be rejected.

FAILURE TO SUBMIT ALL OF THE ABOVE REQUIRED DOCUMENTATION AND DOCUMENTED PROPERLY MAY DISQUALIFY RESPONDENT.

END OF SECTION 5

Section 6.0
Attachements, Forms
& Appendix

COVER PAGE & CONTACT PERSON INFORMATION

City Attorney Services
RFP 41-07-15

Include this sheet as the very first page of your Proposal. Please complete the form in its entirety.

Legal Name of Proposer(s): _____

Doing Business As (DBA)
If applicable: _____

Federal Employee Identification
(FEIN) Number: _____

Mailing Address: _____

City, State, Zip Code: _____

Contact Name*: _____

Title: _____

Contact Email Address: _____

Contact Telephone Number: _____

Fax Number: _____

*The contact person indicated should be someone the City may contact for any questions or provide any correspondence related to this Solicitation.

1. I hereby certify that I am authorized to act on behalf of the Respondent, individual, partnership, corporation or association making this Proposal and that all statements made in this document are true and correct to the best of my knowledge.

2. By submitting a Proposal, the Respondent certifies that the Respondent has fully read and understands the Proposal method and has full knowledge of the scope, nature, and quality of Work to be performed.

3. Respondent, individual, partnership, corporation or association responding to this Solicitation certifies that all statements made in this document are true and correct to the best of their knowledge. Also the Respondent agrees to hold this offer open for a period of one hundred and eighty (180) days from the deadline for receipt of Response.

4. Respondent understands and agrees to be bound by the conditions contained in this Solicitation and shall conform to all the requirements.

Name of Company: _____

Authorized Signature: _____

Title of Officer: _____

NARRATIVE DESCRIPTION
PROPOSAL SUBMITTAL CHECKLIST

CITY ATTORNEY SERVICES

RFP 41-07-15

This checklist is provided for the Proposer's convenience only and identifies the sections of this submittal document to be completed and submitted with each response. Any Proposal received without any one or more of these sections may be rejected as being non-responsive. Please be advised that this checklist may not necessarily completely include all of the requirements listed throughout this Solicitation. It sets guidelines for consideration, and may be added to as the need arises.

Company Name: _____

Each item listed below should immediately follow this checklist, in said order**:**

Tab/Page No.	Section One: Forms	OFFICE USE ONLY
	Appendix A: Cover Page/Information Sheet/Signature Page	
	Appendix B: Submittal Checklist	
Tab/Page No.	Section Two: Narrative Description	OFFICE USE ONLY
	State of Florida active Sunbiz report	
	Qualification/Experience of the City Attorney	
	Experience Working With City Government	
	Approach and Methodology (Organizational Structure)	
	Price Proposal	
Tab/Page No.	Section Three: City Contract Forms	OFFICE USE ONLY
	A-1 Public Entity Crimes Affidavit	
	A-2 Non-Collusive Proposal Certificate	
	A-3 Local Preference Affidavit *(optional)*	
	A-4 Questionnaire Instructions (attached to RFP)	
	A-5 Acknowledgement of Addenda	
	A-6 Disclosure of Subcontractors & Suppliers (*if applicable*)	
	A-7 Insurance Requirements	
	A-14 References	

All of the City Contract Forms can now be found on our website. These forms are fill-in forms. Please ensure to include all applicable forms with your Proposal documents signed and notarized as required. Emailed forms will NOT be accepted.

http://www.northmiamifl.gov/departments/purchasing/forms.aspx

FOR PURCHASING OFFICE USE ONLY		
☐ Complete	☐ Incomplete	☐ Other: _____

FORM "A-4"

QUESTIONNAIRE INSTRUCTIONS

PROJECT:

OWNER: CITY OF NORTH MIAMI

RESPONDENT:

INSTRUCTIONS

A. All questions are to be answered in full, without exception. If copies of other documents will answer the question completely, they may be attached and clearly labeled. If additional space is needed, additional pages may be attached and clearly labeled.

B. The City of North Miami shall be entitled to contact each and every person/company listed in response to this questionnaire. The Respondent, by completing this questionnaire, expressly agrees that any information concerning the Respondent in possession of said entities may be made available to the City.

C. Only complete and accurate information shall be provided by the Respondent. The Respondent hereby warrants that, to the best of its knowledge and belief, the responses contained herein are true, accurate, and complete. The Respondent also acknowledges that the City is relying on the truth and accuracy of the responses contained herein. If it is later discovered that any material information given in response to a questions was provided by the Respondent, knowing it was false, it shall constitute grounds for immediate disqualification, termination, or rescission by the City of any subsequent agreement between the City and the Respondent.

D. If there are any questions concerning the completion of this form, the Respondent is encouraged to contact the Purchasing Department via email at purchasing@northmiamifl.gov or via phone: (305) 895-9886.

QUESTIONNAIRE

Respondent's Name: _____

Principal Office Address: _____

_____

Official Representative: _____
Individual
Partnership (Circle One)
Corporation

<u>If a Corporation, answer this:</u>

When Incorporated: _____

In what State: _____

<u>If Foreign Corporation:</u>

Date of Registration with
Florida Secretary of State: _____

Name of Resident Agent: _____

Address of Resident Agent: _____

President's Name: _____

Vice President's Name: _____

Treasurer's Name: _____

Members of Board of Directors:

<u>If a Partnership:</u>

Date of Organization: _____

General or Limited Partnership*: _____

Name and Address of Each Partner:

Name	Address

1._____

2._____

3._____

*Designate general partners in Limited Partnership

1. Number of years of relevant experience in operating similar business:____

2. Have any similar agreements held by Respondent for a similar project to the proposed project ever been canceled?

   Yes ( ) No ( )

   If yes, give details on a separate sheet.

3. Has the Respondent or any principals of the applicant organization failed to qualify as a responsible Respondent, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years?

   If yes, please explain:

4. Has the Respondent or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?

   If yes, give date, court jurisdiction, action taken, and any other explanation deemed necessary.

5. Person or persons interested in the Proposal and Questionnaire Form _____ (have)_____(have not) been convicted by a Federal, State, County or Municipal Court of any violation of law, other than traffic violations. To include stockholders over ten percent (10%). (Strike our inappropriate words).

   Explain any convictions on a separate sheet.

6. Lawsuits (any) pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:

   A. List all pending lawsuits:

   B. List all judgements or lawsuits against each attorney or your law firm in the last five (5) years, including the nature of the lawsuit and the resolution thereof:

C. List any criminal violations and/or convictions of the Respondent and/or any of its principals:

7. Conflicts of Interest. The following relationships are the only potential, actual or perceived conflicts of interest in connection with this Proposal: (If none, so state).

The Respondent understands that information contained in this Questionnaire will be relied upon by the City of North Miami in awarding the proposed Agreement and such information is warranted by the Respondent to be true. The undersigned Respondent agrees to furnish such additional information, prior to acceptance of any Proposal relating to the qualifications of the Respondent, as may be required by the City Manager.

The Respondent further understands that the information contained in this questionnaire may be confirmed through a background investigation conducted by the City of North Miami Police Department. By submitting this questionnaire, the Respondent agrees to cooperate with this investigation, including but not necessarily limited to fingerprinting and providing information for credit check.

I certify that the information and responses provided on this Questionnaire are true, accurate and complete. The Owner of the Project or its representatives may contact any entity or reference listed in this Questionnaire. Each entity or reference may make any information concerning the Contractor available to the Owner.

Dated_____,20__

CONSULTANT:

_____

_____

By_____

Its_____

Sworn to and subscribed before me this _____day of _____,20___

_____
Notary Public

My Commission Expires:

_____

ADDENDUM NO. 1

AUGUST 7, 2015

Solicitation Title: City Attorney Services

Solicitation No.: RFP No. 41-07-15 Opening Date: August 26, 2015 at 3 p.m.

Attention all potential bidders:

☒ Should Addendum: Information included in this Addendum is for clarification purposes. This Addendum SHOULD be acknowledged by checking the box indicated on the City Contract Form, A-5 Acknowledgement of Addendum(s).and returned with your solicitation submittal.

To all prospective bidders, please note the following changes and clarifications:

1. Section 3.1, Background. Additional information for the City of North Miami's Office of the City Attorney:

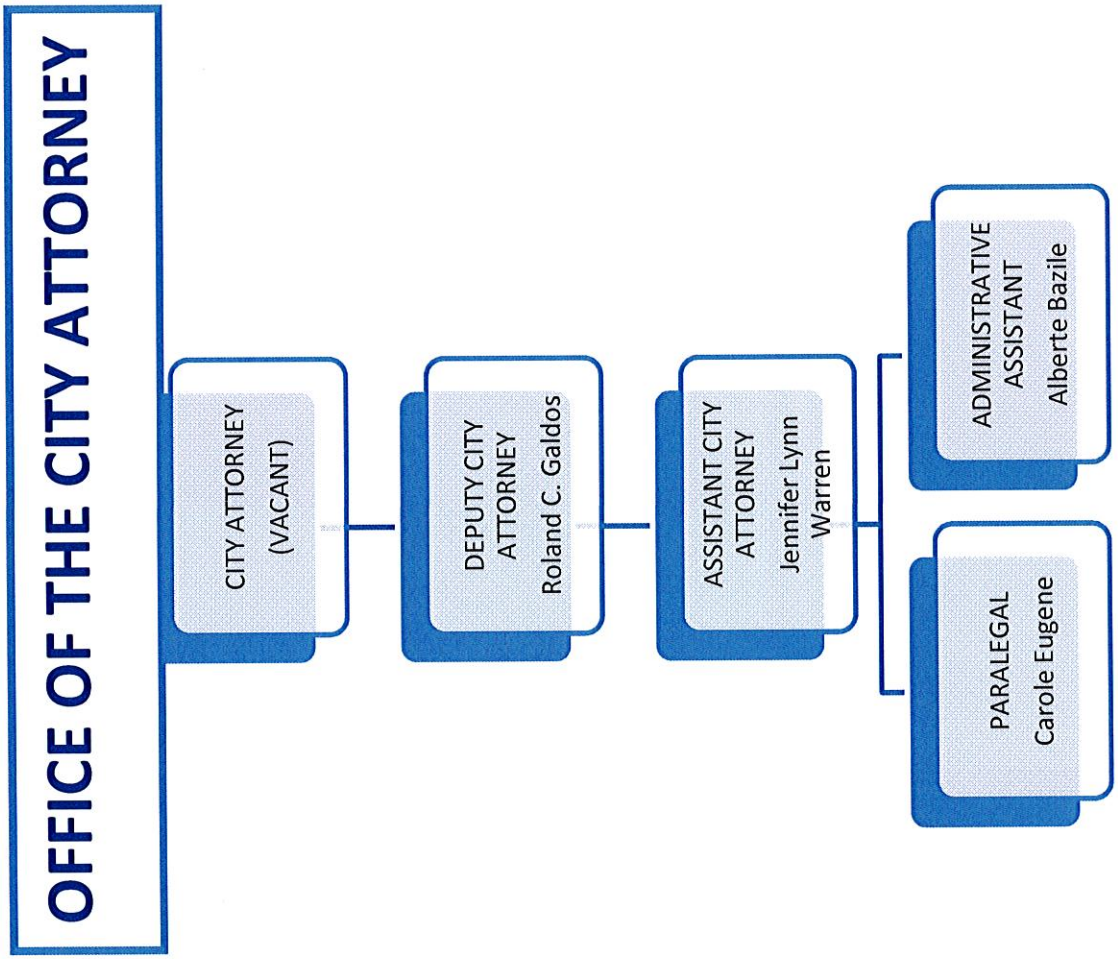
   The City Attorney's office is fully staffed with a full-time Deputy City Attorney, Assistant City Attorney, Paralegal and Administrative Assistant (refer to Attachment A, Organization Chart for the Office of the City Attorney).

2. Attachment B, City Administration Organization Chart is attached for reference.

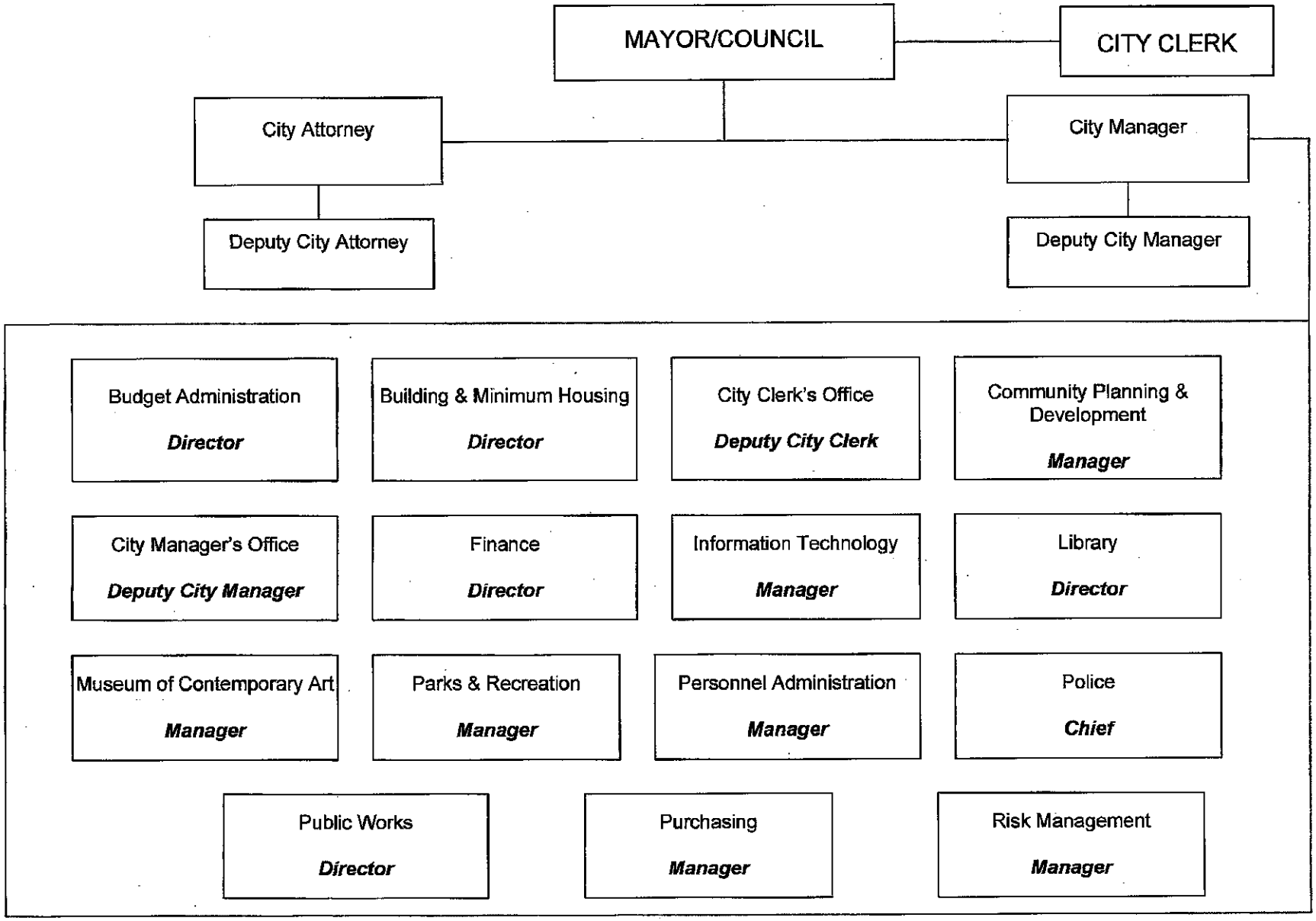
3. Individuals interested in full-time employment as the City of North Miami City Attorney should apply via the City's website: www.northmiamifl.gov/employment. All reference to individual's submitting a proposal for this RFP is deleted. All firms interested in providing said services should submit a proposal for this RFP.

All other terms, conditions and specifications remain unchanged for this solicitation.

End of Addendum


OFFICE OF THE CITY ATTORNEY
CITY ATTORNEY
(VACANT)
DEPUTY CITY
ATTORNEY
Roland C. Galdos
ASSISTANT CITY
ATTORNEY
Jennifer Lynn
Warren
PARALEGAL
Carole Eugene
ADMINISTRATIVE
ASSISTANT
Alberte Bazile

CITY ADMINISTRATION



November 2014

Attachment B
Addendum 1
RFP No. 41-07-15

ADDENDUM NO. 2

AUGUST 10, 2015

Solicitation Title: City Attorney Services

Solicitation No.: RFP No. 41-07-15 Opening Date: August 26, 2015 at 3 p.m.

Attention all potential bidders:

☒ Should Addendum: Information included in this Addendum is for clarification purposes. This Addendum SHOULD be acknowledged by checking the box indicated on the City Contract Form, A-5 Acknowledgement of Addendum(s).and returned with your solicitation submittal.

To all prospective bidders, please note the following changes and clarifications:

1. Section 2.5.2, Experience Requirements, paragraph 1) is replaced and revised to the following language:

   1) The charter requires that the candidate be a member of the Florida Bar in good standing and has practiced law in the State of Florida for at least 3 years. The ability to thrive in a diverse environment is crucial to success in this position.

All other terms, conditions and specifications remain unchanged for this solicitation.

End of Addendum

ADDENDUM NO. 3

AUGUST 18, 2015

Solicitation Title: City Attorney Services

Solicitation No.: RFP No. 41-07-15 Opening Date: August 26, 2015 at 3 p.m.

Attention all potential bidders:

☒ Should Addendum: Information included in this Addendum is for clarification purposes. This Addendum SHOULD be acknowledged by checking the box indicated on the City Contract Form, A-5 Acknowledgement of Addendum(s).and returned with your solicitation submittal.

To all prospective bidders, please note the following changes and clarifications:

1. Section 4.4.3, Evaluation Criteria, additional language is added:

   1) The evaluation criteria listed for the RFP are general guidelines. The Evaluation Committee may add or delete any of the Evaluation Criteria listed in Section 4.0

All other terms, conditions and specifications remain unchanged for this solicitation.

End of Addendum

ADDENDUM NO. 4

AUGUST 24, 2015

Solicitation Title: City Attorney Services

Solicitation No.: RFP No. 41-07-15 Opening Date: August 26, 2015 at 3 p.m.

Attention all potential bidders:

☒ Should Addendum: Information included in this Addendum is for clarification purposes. This Addendum SHOULD be acknowledged by checking the box indicated on the City Contract Form, A-5 Acknowledgement of Addendum(s).and returned with your solicitation submittal.

To all prospective bidders, please note the following changes and clarifications:

1. Solicitation opening date remains August 26, 2015 at 3 p.m. Bid opening will take place at the Office of the City Clerk.

All other terms, conditions and specifications remain unchanged for this solicitation.

End of Addendum

NORTH MIAMI
FLORIDA

Request for Proposal
City Attorney Services
RFP 41-07-15

RESPONSE SUBMISSION DATE AND TIME
August 26, 2015 AT 3:00PM (LOCAL TIME)
AT
CITY OF NORTH MIAMI, OFFICE OF THE CITY CLERK
CITY HALL, 1ST FLOOR, 776 NE 125TH STREET
NORTH MIAMI, FL 33161-4116

Log In Sheet for RFP Submittals

	Company Name	Name	Date of Submittal	Time
1	The Brown Law Group	Natelegie Miller	8/26/15	1:00pm
2	Austin Pamies Morris Weeks	Michelle Austin Pamies	8/26/15	1:53pm
3	GRAY ROBINSON P.A.	CHRIS THIEMAN	8/26/15	2:47PM
4	Greenspoon Marder, P.A. ~~The Bday~~ Law Group	Joseph [illegible]	8/26/15	2:50pm
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RL

AUG 26 2015

CITY OF NORTH MIAMI
CITY CLERKS OFFICE

NORTH MIAMI
FLORIDA

Request for Proposal
City Attorney Services
RFP 41-07-15

RESPONSE SUBMISSION DATE AND TIME
August 26, 2015 AT 3:00PM (LOCAL TIME)
AT
CITY OF NORTH MIAMI, OFFICE OF THE CITY CLERK
CITY HALL, 1ST FLOOR, 776 NE 125TH STREET
NORTH MIAMI, FL 33161-4116

Bid Opening Sheet for RFP Submittals

	Company Name	
1	Brown Law group LLC.	$
2	Austin Pamies Norris Weeks, LLC,	$ 21833.00/month
3	Greenspoon Marder PA.	$ 60000.00/month
4	Gray Robinson, PA.	$ 150000 yearly
5		210000 yearly
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Laura Thelusta for The City Clerk
City Clerk Name

City Clerk Signature

08/26/15
Date