



## REQUEST FOR PROPOSALS

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### CITY ATTORNEY SERVICES

**RFP No. 14-15-16**

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#### **ADDITIONAL INFORMATION & CLARIFICATION DEADLINE**

FEBRUARY 3, 2016 AT 12:00 P.M. (LOCAL TIME)

#### **RESPONSE SUBMISSION DATE AND TIME**

FEBRUARY 16, 2016 AT 3:00 P.M. (LOCAL TIME)

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AT

CITY OF NORTH MIAMI  
OFFICE OF THE CITY CLERK  
CITY HALL, 1<sup>ST</sup> FLOOR  
776 NE 125<sup>TH</sup> 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. Any delays caused by the United States postal service or by any other method of delivery utilized by the Respondent to submit their response shall not be grounds for a waiver of the timely submittal requirement contained in this Solicitation.

Copies of this Solicitation Document are available at the City of North Miami's Purchasing Department website at [www.northmiamifl.gov/departments/purchasing](http://www.northmiamifl.gov/departments/purchasing) and may also be obtained by contacting DemandStar by Oniva at [www.demandstar.com](http://www.demandstar.com) or calling toll free 1-800-711-1712 and request Document **RFP No. 14-15-16**.

Contact Person: Alberto Destrade, Purchasing Director  
Email: [Purchasing@northmiamifl.gov](mailto:Purchasing@northmiamifl.gov) | Telephone: (305) 895-9886



The City of North Miami, Florida, hereinafter referred to as the “City”, is hereby soliciting Proposals from experienced and qualified law firms to provide City Attorney Services to the City.

Please submit one (1) original bound Proposal, seven (7) complete copies of the original Proposal and one (1) digital compact disk (CD) or 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 by no later than the date and time stipulated in the Solicitation Timetable below. Proposals received after the Submittal Deadline noted below will not be considered and no time extensions will be permitted. Proposals must be addressed to the City of North Miami, Office of the City Clerk, 776 N E 125<sup>th</sup> Street, North Miami, Florida 33161. Please clearly mark Proposals as follows:

**“IMPORTANT SOLICITATION ENCLOSED”**  
**City Attorney Services**  
**RFP No. 14-15-16**

The City’s schedule (timetable) for this Solicitation is as follows:

Event	Date	Time
Advertisement Date:	01/15/2016	
Deadline For Receipt of Written Questions:	02/03/2016	12:00PM
Deadline For Receipt of Proposals:	02/16/2016	3:00PM
City Council Approval Date:	TBD	

*(The City reserves the right to delay or modify the above dates and will post notice of any changes on the Purchasing Department website)*

**ACCEPTANCE AND REJECTIONS**

The City 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 select the Respondent offering the greatest benefit to the City. Please be advised that this Solicitation is issued subject to the City of North Miami Code Section 7-192, Code of Silence, prohibiting certain communications with the City as described under Section 1.0, Instructions to Proposers, of this Solicitation.

We look forward to your participation in this Solicitation.

Sincerely,  
Alberto Destrade  
Purchasing Director

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**Attachment A - Organization Chart for the Office of the City Attorney**

**Attachment B – Cone of Silence Notice**

**Attachment C – Contract Forms**

All of our Contract forms are fill-in able and can also 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 RESPONDENTS / GENERAL TERMS AND CONDITIONS

### 1.1 DEFINITIONS

- a) "City" means the City of North Miami.
- b) "Agreement" or "Contract" means a binding written agreement for the solicited Work and/or Services required by the City by means of this Solicitation, including work orders, containing terms and obligations governing the relationship between the City and the Respondent.
- c) "Department" means a department of the City of North Miami.
- d) "Proposal" means the documents timely submitted by Proposer or Respondent, in response to this Solicitation.
- e) "Proposer" or "Respondent." All individuals, consultants, organizations or other entities submitting a response to this Solicitation.
- f) "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.
- g) "Scope of Services" or "Scope of Work" means section 3.0 of this Solicitation, which details the Work to be performed by the selected and appointed Respondent.
- h) "Solicitation" means this Request for Proposals (RFP) document, and all associated addenda and attachments.
- i) "Work" or "Services" shall include all of the effort, preparation, attendance and work product required to successfully perform the services being procured by means of this Solicitation.
- j) "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.

### 1.2 CITY OVERVIEW

The City of 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 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 consultants can positively or negatively affect the environment. By including environmental considerations in our procurement decisions, 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 REQUEST FOR PROPOSALS

This Solicitation is extended to Respondents that have the necessary experience and qualifications to provide the services specified herein. The scope of services 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, must be executed by 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 has been convicted of a public entity crime or has been placed on the discriminatory Respondent list, then a period of more than 36 months prior to the Submittal Deadline for this Solicitation must have passed since that person was placed on the convicted Respondent or discriminatory Respondent list.

The Respondent further understands and accepts that any Agreement issued as a result of this Solicitation shall be either voidable or subject to immediate termination by the City if it is determined that the Respondent did not comply with the requirements of this Section. If so, the City shall have no liability to the Respondent for any Work performed or materials furnished.

## **1.6 LOBBYING**

Respondents are hereby placed on notice that all Respondents are expressly prohibited from lobbying, either directly or through the use of third parties, the City Council Members or any evaluation committee members or employees of the City for any purpose relating to this Solicitation. Any Proposal submitted by a Respondent who violates these requirements will not be considered for review. The City's Purchasing Department shall be the only point of contact for questions/clarifications concerning any aspect of this Solicitation.

## **1.7 SUSPENSION OF CONTRACTORS FOR MATERIAL BREACH OF CITY CONTRACTS**

Pursuant to Sec 7-160 (a), (b) & (c) and upon recommendation by the City's Purchasing Director, the City Manager 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 principals 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 Agreement 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 performed or material furnished.

## **1.8 POINTS OF CONTACT TIMETABLE FOR INQUIRES**

Respondents shall contact the City's Purchasing Department for all inquiries relating to this Solicitation. Any questions for issues other than strictly procedural matters, such as posting information and tentative schedules, must be submitted in writing to the Purchasing Department by email at [purchasing@northmiamifi.gov](mailto:purchasing@northmiamifi.gov).

Substantive questions will not be considered if submitted after the date and time stipulated on the Solicitation Timetable. The response(s) to questions submitted in a timely manner will be issued by written addenda and will be posted on the Purchasing Department's webpage at [www.northmiamifi.gov/departments/purchasing](http://www.northmiamifi.gov/departments/purchasing) and on Demand Star by Onvia at [www.demandstar.com](http://www.demandstar.com) or they can also be obtained by calling toll free 1-800-711-1712 and requesting the corresponding documents number.

## **1.9 ORAL REPRESENTATION**

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

## **1.10 ADDENDA**

If any revisions to this Solicitation become necessary, the City will post written addenda on the Purchasing Department's webpage at [www.northmiamifi.gov/departments/purchasing](http://www.northmiamifi.gov/departments/purchasing) and on Demand Star by Onvia at [www.demandstar.com](http://www.demandstar.com) or they can also be obtained by calling toll free 1-800-711-1712 and requesting the corresponding document number. The City may revise the deadline for response submission at any time prior to the date and time scheduled for opening of Proposals. Respondents shall be responsible for verifying whether or not any addenda has been issued by the City prior to the submittal deadline by either calling or checking the Purchasing Department's webpage at [www.northmiamifi.gov/departments/purchasing](http://www.northmiamifi.gov/departments/purchasing) and on Demand Star by Onvia at [www.demandstar.com](http://www.demandstar.com) or by calling toll free 1-800-711-1712 and requesting the corresponding document number. All addenda placed on Demand Star can be downloaded.

## **1.11 CANCELLATION OF THE SOLICITATION**

The City 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 wishes to protest any provision of this Solicitation, a written protest must be filed with the City Clerk within five (5) business days (excluding weekends and City observed holidays) prior to the deadline for submittal of Proposals. A written protest is considered filed when received by the City Clerk.

Any Respondent 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, a filing fee in an amount equal to one percent (1%) of the total amount of compensation anticipated under this Solicitation 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 125<sup>th</sup> Street, North Miami, FL 33161. The City will not accept receipt of any formal written protests filed at any location other than the City Clerk's Office**

**1.13 AGREEMENT**

Respondent understands that neither this Solicitation nor Respondent’s proposal constitute an Agreement with the City. No Agreement is binding or official until all proposals are reviewed and accepted by appropriate City staff, approved by the requisite level of authority within the City and an official Agreement is duly executed by the parties.

The selected Respondent shall be required to sign an Agreement which the City determines to be fair, competitive and reasonable.

**1.14 PROPOSALS COST**

Neither the City nor its representatives shall be liable for any expenses incurred by Respondents with regards to 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 purchases of tangible property.

**1.16 PROPOSALS SUBMITTAL AND OPENING**

All responses shall be submitted in a sealed envelope by the deadline indicated on the Solicitation Timetable. 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 will not accept responses delivered after the established deadline. If a Proposal is delivered after the stipulated deadline, a Respondent shall be deemed non-responsive and will not be eligible for consideration under this Solicitation.

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 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 deadline for submittal of Proposals. Individuals making the withdrawal shall provide evidence of serving as an authorized representative

of the Respondent. Once Proposals are received and opened by City staff, they then become property of the City, and may not be modified or returned to Respondents even when they are withdrawn from further consideration.

**1.19 PUBLIC RECORDS AND EXEMPTIONS**

Respondents are hereby place on notice that all information submitted as part of or in support of their Proposals will be available for public inspection, in accordance with Chapter 119, Florida Statutes, known as the “Public Records Law”, at the time the City posts notice of its decision or intended decision regarding recommended award of this RFP or thirty (30) days after the opening of Proposals, whichever is earlier.

In the event that a Respondent believes that any information contained in their Proposal should be considered confidential and/or proprietary and is therefore exempt from public records disclosure, then the Respondent must submit and cite specifically the applicable exempting law. The Respondent’s failure to provide the Purchasing Department with a detailed explanation and justification, including statutory cites and specific reference to the information claimed to be exempt from public records exemption, may result in their entire Proposal being subject to disclosure in accordance with Chapter 119 of the Florida Statutes.

**1.20 REJECTION OF RESPONSES**

Pursuant to Section 7-136, City Code, the City 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 best interest of the City;
- (2) If such Proposal is deemed non-responsive;
- (3) If the Respondent is deemed non-responsive; or
- (4) If the Proposal contains any material irregularities. Minor irregularities contained in response may be waived by the City. A minor irregularity is a variation from the Solicitation that does not affect the price of the Agreement nor does it give a Respondent an advantage or benefit not enjoyed by other Respondents and does not adversely impact the City.

**1.21 REVIEW OF PROPOSAL FOR RESPONSIVENESS**

Each Proposal will be reviewed to determine if the Proposal is responsive to the submittal requirements contained in this Solicitation. A responsive Proposal is one which meets the requirements outlined in this Solicitation, includes all necessary documentation, is submitted in a timely manner and contains the appropriate signature(s) as required for each document. Failure to comply with any these requirements may result in a Proposal being deemed as non-responsive.



## **1.22 CITY COUNCIL REVIEW AND AWARD**

The Purchasing Department will report the result of this Solicitation to the City Council for their review, evaluation and final selection of a Respondent to be awarded this contract.

## **1.23 THE CITY OPTIONS**

The City 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 evaluation process, as well as whether an award shall be made pursuant to this Solicitation, shall be the sole and absolute discretion of the City.

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.

## **1.24 CONTRACT AWARD**

The City anticipates the selection and award of this contract to one Respondent, but reserves the right to not make any award whatsoever, if determined to be in the best interest of the City.

Prior to final execution of an Agreement with the City, the Respondent(s) shall submit the requisite insurance coverage documents. The contract number shall be included on the insurance documents submitted to the City, as well as for any updates to the insurance coverage throughout the Agreement period. Failure to execute the Agreement and/or to submit evidence of the required insurance coverage in a timely manner shall be just cause for termination of the award.

## **1.25 PROPOSAL SUBMITTAL/ADDENDUMS**

All Proposals shall be submitted in accordance with the format outlined under Section 4.0 of this Solicitation and must include all the requisite information contained therein. Moreover, the Proposal must contain a signed and completed "Cover Page and Contract Information" form found under Section 5.0.

Respondents may be deemed non-responsive if any required information is missing from their submitted Proposals.

Prior to submitting their Proposal, each Respondent is solely responsible for verifying whether any addendum has been issued by the City's Purchasing Department and acknowledging their review of said addendum, if any, as part of the Proposal.

## **1.26 NON-RESPONSIVE PROPOSALS**

Proposals deemed to be non-responsive shall not be considered for award under this Solicitation. Proposals may be rejected if found to be in non-compliance with the requirements and instructions contained herein. A Proposal may be determined to be non-responsive due to various factors 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, submittal 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 where 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 deadline for submittal.

## **1.27 CONE OF SILENCE**

This Solicitation is issued pursuant to Section 7-192 of the City Code, Cone of Silence, which prohibits certain types of communication with City Council members, City staff and evaluation committee members upon issuance of said Solicitation (see copies of Section 7-192 and 7-193 under Section 5.0 of this Solicitation).

Upon the Cone of Silence taking effect, the Purchasing Department shall issue public notice thereof by providing written notice to the affected City departments, the City Clerk's Office and to each City Council member. Notwithstanding any other provision of this section, the imposition of a Cone of Silence on a particular Solicitation shall not preclude the Purchasing Department from obtaining industry comment or performing market research provided all communication related thereto with a potential Respondent, Proposer, supplier, lobbyist or consultant are in writing or made at a duly noticed public meeting.

The Cone of Silence ordinance does not apply to oral communications at pre-Proposal conference, oral presentations before selection committees, Agreement 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 member unless specifically prohibited by the applicable Solicitation documents.

A copy of all written communications must be filed with the City Clerk.

**1.28 RESPONDENT'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS**

This Respondent shall submit with its Proposal a listing of all first-tier Subcontractors or Sub-consultants who will perform any part of the Agreement Work and all suppliers who will supply materials for the Agreement Work direct to the selected Respondent, **if applicable**. Failure to comply with this requirement shall 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 (see Form A-6).

**1.29 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 an Agreement as failure to register may result in the rejection of the Proposal. To register, you may contact the Purchasing Department at (305) 895-9886 or you may download the application from our website [www.northmiamifl.gov/departments/purchasing](http://www.northmiamifl.gov/departments/purchasing). 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 awarded as a result of this Solicitation.

**1.30 EXCEPTION TO THE SOLICITATION**

Respondents may take exceptions to any of the terms of this Solicitation unless the Solicitation 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 raised by a Respondent must be submitted in writing and clearly indicate what alternative is being offered to allow the City a meaningful opportunity to evaluate and rank Proposals, and the cost implications of the exception (if any). Where exceptions are taken, the City shall determine the acceptability of the proposed exceptions. The City, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the City 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 Solicitation. However, the City is under no obligation to accept any exceptions. If no exception is submitted, the City will conclude that the Respondent has accepted all terms and conditions of this Solicitation.

**1.31 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 of the City Code which provides that preference be given to local businesses, except where contrary to federal and state law or any other funding source requirements. In order for the Respondent to benefit from this preference, the Respondent shall confirm in writing its compliance with any of the following criteria as of the date of Proposal submittal (see Form A-3). A local business shall be defined as:

- a) A business located in the City that has a permanent office or other site where the local business conducts, engages in or carries on all or a portion of its business and has a current City business tax receipt, issued prior to the City's issuance of this Solicitation; or
- b) A business that has at least ten percent (10%) of its total workforce residing in the City prior to the City's issuance of this Solicitation; or
- c) A business that subcontracts at least ten percent (10%) of the contractual amount of a City project with subcontractors who are physically located within the City.

If applicable, the local business preference would assign Respondents a benefit of ten (10) percent of the total evaluation points or ten (10) percent of the total price, to be applied in calculating their final ranking.

**1.32 RULES, REGULATIONS 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. Respondents 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.

**1.33 COMMUNITY BENEFITS PLAN**

[Not Applicable]

**1.34 MODIFICATIONS OF PROPOSAL**

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

**1.35 TRUTH-IN-NEGOTIATION STATEMENT**

The Respondent must provide at the time of Agreement 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”.

**1.36 REVIEW OF PROPOSALS**

The City will not allow any request for documents or reviews of submittals until thirty (30) days after Proposals are received or after an award is announced, whichever comes first. After the requested time has passed, Respondents may then request copies of documents or make an appointment to review submittals and presentations.

**1.37 LATE SUBMISSIONS**

The City will not accept Proposals received after the date and time stipulated in the Solicitation Timetable and therefore encourages early submittal.

**1.38 OPENING OF SUBMITTED PROPOSALS**

Immediately after the deadline for submittals has passed, the Purchasing Department will open properly received Proposals and announce the names of the Respondents for this Solicitation in the Office of the City Clerk located on the First Floor of City Hall at 776 NE 125<sup>th</sup> Street, North Miami, Florida. A list of Respondents will also be placed on the Purchasing Department’s webpage shortly after the Proposals are opened and announced.

**1.39 ATTORNEYS’ FEES**

In the event of any dispute arising under or related to this Solicitation and the Agreement issued pursuant thereto, 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.

**1.40 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 Agreement. Respondents should be aware, that if awarded an Agreement, 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. Respondent shall further be aware that if awarded an Agreement under this Solicitation, no person having such conflicting interest shall be employed in the performance of this Agreement.

**1.41 CONSTRUCTION SERVICES**

[Not Applicable]

**1.42 CONTRACTOR RELIANCE ON BUILDING DEPARTMENT**

[Not Applicable]

**1.43 CONTRACTOR OBLIGATIONS**

[Not Applicable]

**END OF SECTION**

## **SECTION 2.0 SPECIAL CONDITIONS**

### **2.1 PURPOSE**

The purpose of this RFP is to solicit proposals from experienced and qualified law firms, 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.

### **2.2 TERM OF CONTRACT**

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

### **2.3 OPTION TO RENEW**

The Contract may be renewed annually for three (3) additional one-year periods, under 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**

The Purchasing Department shall review all Proposals received in a timely manner and shall determine which ones are deemed responsive and responsible Respondents. The results of Purchasing Department's review and evaluation shall be submitted to City Council for their further review, evaluation and final selection for award of this Contract.

### **2.5 MINIMUM QUALIFICATION AND EXPERIENCE**

In order to be considered eligible to respond to this Solicitation, the Respondent must meet the following minimum qualifications:

#### **2.5.1 LICENSING REQUIREMENTS:**

The Respondents must be members of the Florida Bar in good standing.

#### **2.5.2 EXPERIENCE REQUIREMENTS**

The Respondents must have practiced law in the State of Florida for at least three (3) years.

#### **2.5.3 REFERENCES**

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

**2.5.4** The ability to thrive in a diverse environment is crucial to success in this position.

## **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 terms and conditions of the awarded 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**

All Respondents submitted by the Purchasing Department to City Council for further review and evaluation must be available to attend City Council meetings to answer any questions and/or provide presentations, if so requested by City Council and/or authorized City staff.

## **2.11 SOLICITATION CLARIFICATION AND QUESTIONS**

Any questions or clarifications regarding this Solicitation shall be submitted in writing to the Purchasing Department via email at [purchasing@northmiamifl.gov](mailto: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 review 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 this Solicitation process.

## **2.13 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.

## **2.14 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.

## **2.15 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 awarded Respondent 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 awarded Respondent 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 Respondent 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.

## **2.16 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 Solicitation number shall appear on the envelope.

## **2.17 MODIFICATIONS OF PROPOSAL**

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

## **2.18 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](http://www.northmiamifl.gov/purchasing)

**END OF SECTION**



## **SECTION 3.0 SCOPE OF WORK**

### **3.1 SCOPE OF SERVICES**

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

#### **3.1.1 Responsibilities include, but are not limited to, the following:**

- 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 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.

### **3.3 ADDITIONAL INFORMATION FOR THE CITY OF NORTH MIAMI'S OFFICE OF THE CITY ATTORNEY**

The City Attorney's Office is 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).

**END OF SECTION**

## **SECTION 4.0 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:

### **LABEL EACH SECTION AS NUMBERED**

**1) Proposal Cover Page and Contact Information Form**

Use Cover Page and Contact Information form attached hereto under Section 5.0 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**

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 include 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. Document that the member has practiced law in the State of Florida for at least three (3) years;
  - d. The area of practice concentration relative to the area of service required by the City, including experience in municipal law;
  - e. Please state as to each attorney that is certified in city, county, and local government law by the Florida Bar;
  - f. 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**

- 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**

See Section 2.5.3 (Form A-14).

**8) Methodology and Approach (Organizational Structure)**

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) Contract Forms**

Solicitation contract forms are listed under the Table of Contents and included in Attachment "C". All Contract forms must be completed, if applicable, and submitted with the Proposal.

All of our contract forms can also 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.**

With 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](http://www.northmiamifl.gov/docs/form_A5.pdf)

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

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

**END OF SECTION**

**Section 5.0  
Cover Page and Contact Information  
Form**







**COVER PAGE & CONTACT INFORMATION**

**City Attorney Services  
RFP 14-15-16**

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: \_\_\_\_\_



**Request for Proposal  
City Attorney Services  
RFP 14-15-16**

**RESPONSE SUBMISSION DATE AND TIME**  
February 16, 2016 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	Gray Robinson PA
3	Greenspoon Marder PA.
4	Becker & Poliakoff. Legal & Business Strategies
5	
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for Rafael S Pedron  
City Clerk Name

for [Signature]  
City Clerk Signature

2/16/16.  
Date