The Village of El Portal

REQUEST FOR QUALIFICATIONS

VILLAGE ATTORNEY SERVICES

RFQ No. 2020-02

AT

VILLAGE OF EL PORTAL
500 NE 87 STREET
EL PORTAL, FL 33138

The responsibility for submitting a response to this Solicitation at the Office of the Village 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 Village of El Portal website, elportalvillage.com.

Contact Person: Village Clerk Yenise Jacobi, CMC
Email: vjacobii@villageofelportal.org | Telephone: (305) 795-7880

The Village of El Portal, Florida, a Florida municipal corporation located in Miami-Dade County, Florida, whose address is 500 NE 87th Street, El Portal, FL 33138 hereinafter referred to as the “Village” is hereby soliciting Qualifications from experienced and qualified law firms or individuals to provide Village Attorney Services to the Village as outlined below.

Please submit one (1) original bound Qualification, seven (5) complete copies of the original Qualification and one (1) digital compact disk (CD) or USB Flash Drive either by mail or hand delivery in response to this Solicitation. Qualifications are to be submitted in a sealed envelope bearing the name of the individual
and/or firm 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. Qualifications received after the Submittal Deadline noted below will not be considered and no time extensions will be permitted. Qualifications must be addressed to the Village of El Portal, Attention: Village Clerk 500 NE 87 Street El Portal, FL 33138.

"IMPORTANT SOLICITATION ENCLOSED"
Village Attorney Services
RFQ No. 2020-02

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

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<td>Advertisement Date:</td>
<td>8/18/2020</td>
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<td>Deadline For Receipt of Written Questions:</td>
<td>9/01/2020</td>
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<td>Deadline For Receipt of Qualifications:</td>
<td>9/08/2020</td>
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<td>Village Council Approval Date:</td>
<td>9/22/2020</td>
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(The Village reserves the right to delay or modify the above dates and will post notice of any changes on the Village website)

**ACCEPTANCE AND REJECTIONS**

The Village reserves the right to reject any Qualification 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 Village. Please be advised that this Solicitation is issued subject to the Village of El Portal Code Section Cone of Silence, prohibiting certain communications with the Village as described under Section 1.0, Instructions to Proposers, of this Solicitation.

We look forward to your participation in this Solicitation.

Sincerely,

*The Village Council*

*in*

The Village of El Portal
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**Attachment A** - Organization Chart for the Office of the Village Attorney

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- 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) "Village" means the Village of El Portal.

b) "Agreement" or "Contract" means a binding written agreement for the solicited Work and/or Services required by the Village by means of this Solicitation, including work orders, containing terms and obligations governing the relationship between the Village and the Respondent.

c) "Department" means a department of the Village of El Portal.

d) "Qualification" 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 Village Council 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 Qualifications (RFQ) 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 Village, whether directly or indirectly, on behalf of the Contractor.

1.2 VILLAGE OVERVIEW

The Village of El Portal, Florida (approx. pop. 2300 persons) is a diverse, idyllic community, located in the North East portion of Miami-Dade County just north of Downtown Miami and encompasses approximately 0.42 square miles. As the smallest Village of Miami-Dade County, The Village of El Portal is committed to maintain the socio-economic diversity which strengthens the vitality of the Village, while also focusing on issues such as commercial growth, a small number of large development projects, the arts, leisure activities and resiliency to provide a viable future for our residents and preserve the Village's rich history since its incorporation in 1926.

The Village provides a wide range of governmental services including public safety / police services, parks and recreation / public works, planning, building and zoning, code enforcement, and community development to its citizens.

The Village is a 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 QUALIFICATIONS

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 Village'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 Qualification 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 Village, 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 Village if it is determined that the Respondent did not comply with the requirements of this Section. If so, the
Village 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 Village Council Members or any evaluation committee members or employees of the Village for any purpose relating to this Solicitation. Any Qualification submitted by a Respondent who violates these requirements will not be considered for review. The Village’s Department of the Village Clerk 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 VILLAGE CONTRACTS

The Principal(s) of any Respondent(s) or their proposed Subcontractors or Sub-consultants shall not attempt to do business with the Village under a different name or form a new legal entity in order to do business with the Village 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 Village. The Village, 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 INQUIRIES

Respondents shall contact the Village Clerk 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 Village Clerk by email at yjacobi@villageofelportal.org

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 Village’s webpage at www.elportalvillage.com.

1.9 ORAL REPRESENTATION

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

1.10 ADDENDA

If any revisions to this Solicitation become necessary, the Village will post written addenda on the Village website. The Village may revise the deadline for response submission at any time prior to the date and time scheduled for opening of Qualifications. Respondents shall be responsible for verifying whether or not any addenda has been issued by the Village prior to the submittal deadline by either calling or checking the Village website at www.elportalvillage.com.

1.11 CANCELLATION OF THE SOLICITATION

The Village 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 Village.

1.12 PROTEST

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

Any Respondent who files a formal written protest shall post with the Village, 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 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 Village Clerk of the Village of El Portal 500 NE 87 Street El Portal, FL 33138. The Village will not accept receipt of any formal written protests filed at any location other than the Village Clerk’s Office.

1.13 AGREEMENT

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

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

1.14 QUALIFICATIONS COST

Neither the Village 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 Village.

1.15 TAX EXEMPT STATUS

The Village is exempt from Florida Sales and Federal Excise taxes on direct purchases of tangible property.

1.16 QUALIFICATIONS 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 Village assumes no responsibility for responses not properly marked.

The Village will not accept responses delivered after the established deadline. If a Qualification 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 Village office, receptionist or personnel other than the Clerk’s Office will not constitute “delivery” as required by this Solicitation. The Village will not accept or consider responses submitted via facsimile transmission. The public is welcome to attend the Solicitation opening if there is one.

1.17 ASSIGNMENT OF RESPONSE

A Respondent shall not transfer or assign its response to a third-party following submission of a Qualification to the Village.

1.18 WITHDRAWAL OF RESPONSE

Respondents shall withdraw their submitted Qualification by notifying the Village either in writing or in person through an authorized representative at any time prior to the deadline for submittal of Qualifications. Individuals making the withdrawal shall provide evidence of serving as an authorized representative of the Respondent. Once Qualifications are received and opened by Village staff, they then become property of the Village, 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 notified that all information submitted as part of or in support of their Qualifications will be available for public inspection, in accordance with Chapter 119, Florida Statutes, known as the “Public Records Law”, at the time the Village posts notice of its decision or intended decision regarding recommended award of this RFQ or thirty (30) days after the opening of Qualifications, whichever is earlier.

In the event that a Respondent believes that any information contained in their Qualification 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 Village Clerk 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 Qualification being subject to disclosure in accordance with Chapter 119 of the Florida Statutes.

1.20 REJECTION OF RESPONSES

The Village reserves the right to reject any and all Qualifications for reasons including, but not limited to, the following:

(1) When such rejection is in the best interest of the Village;
(2) If such Qualification is deemed non-responsive;
(3) If the Respondent is deemed non-responsible; or
(4) If the Qualification contains any material irregularities. Minor irregularities contained in response may be waived by the Village. 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 Village.

1.21 REVIEW OF QUALIFICATION FOR RESPONSIVENESS

Each Qualification will be reviewed to determine if the Qualification is responsive to the submittal requirements contained in this Solicitation. A responsive Qualification 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 of these requirements may result in a Qualification being deemed non-responsive.

1.22 VILLAGE COUNCIL REVIEW AND AWARD

The Village Clerk will report the result of this Solicitation to the Village Council for its review, evaluation and final selection of a Respondent to be awarded this contract.

1.23 THE VILLAGE OPTIONS

The Village may, at its sole and absolute discretion, reject any responses, re-advertise this Solicitation, or postpone 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 Village Council through processes agreed upon by majority vote when a Quorum of the full Council is present or otherwise lawfully in attendance.

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 Qualification will be considered by the Village as constituting an offer by the Respondent to provide the Services described in this Solicitation.

1.24 CONTRACT AWARD

The Village 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 Village.

Prior to final execution of an Agreement with the Village, the Respondent(s) shall submit the requisite insurance coverage documents. The contract number shall be included on the insurance documents submitted to the Village Clerk, 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 QUALIFICATION SUBMITTAL/ADDENDUMS

All Qualifications 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 Qualification 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 Qualifications.

Prior to submitting their Qualification, each Respondent is solely responsible for verifying whether any addendum has been issued by the Village Clerk and acknowledging their review of said addendum, if any, as part of the Qualification.

1.26 NON-RESPONSIVE QUALIFICATIONS

Qualifications deemed to be non-responsive shall not be considered for award under this Solicitation. Qualifications may be rejected if found to be in non-compliance with the requirements and instructions contained herein. A Qualification 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 Qualifications include evidence of collusion among Respondents, obvious lack of experience or expertise to perform the required Work, submittal of more than one Qualification 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 Qualifications where the same Engineer is identified in more than one Qualification), 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-Build for Federally Financed or Assisted Projects.

Qualifications will also be rejected, as stated, 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 the Village Code, Cone of Silence, which prohibits certain types of communication with Village Council members, Village staff and evaluation committee members upon issuance.

Upon the Cone of Silence taking effect, the Village Clerk shall issue public notice thereof by providing written notice to the affected Village Departments, the Village Clerk’s Office and to each Village Council Member. Notwithstanding any other provision of this section, the imposition of a Cone of Silence on a particular Solicitation shall not preclude the Village Clerk 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-Qualification conference, oral presentations before selection committees, Agreement negotiations, public presentations made to the Village Council during any duly noticed public meeting or communications in writing at any time with any Village Council member unless specifically prohibited by the applicable Solicitation documents. A copy of all written communications must be filed with the Village Clerk.

1.28 RESPONDENT’S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS

This Respondent shall submit with its Qualification 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 directly to the selected Respondent, if applicable. Failure to
comply with this requirement shall render the Qualification non-responsive. In addition, the selected Respondent shall not change or substitute Subcontractors or suppliers from those listed in the Qualification except upon written approval of the Village (see Form A-6).

1.29 BUSINESS ENTITY / RESPONDENT REGISTRATION

The Village of El Portal requires business entities to complete registration application before doing business with the Village. Respondents need not register with the Village to present a Qualification; however, the selected Respondent(s) must register prior to award of an Agreement as failure to register may result in the rejection of the Qualification. To register, you may contact the Village Clerk. 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 Qualification 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 Village a meaningful opportunity to evaluate and rank Qualifications, and the cost implications of the exception (if any). Where exceptions are taken, the Village Council through majority vote shall determine the acceptability of the proposed exceptions. The Village Council, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the Village 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 Village is under no obligation to accept any exceptions. If no exception is submitted, the Village will conclude that the Respondent has accepted all terms and conditions of this Solicitation.

1.31 LOCAL PREFERENCE / 10% TOTAL WORKFORCE CONSISTING OF VILLAGE OF EL PORTAL RESIDENTS / SUBCONTRACT WITH LOCAL PROPOSERS

The evaluation of competitive Solicitations is subject the Village 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 Qualification submittal (see Form A-3). A local business shall be defined as:

a) A business located in the Village 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 Village business tax receipt, issued prior to the Village's issuance of this Solicitation; or

b) A business that has at least ten percent (10%) of its total workforce residing in the Village prior to the Village's issuance of this Solicitation; or

c) A business that subcontracts at least ten percent (10%) of the contractual amount of a Village project with subcontractors who are physically located within the Village.

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 MODIFICATIONS OF QUALIFICATION

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

1.34 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".

1.35 REVIEW OF QUALIFICATIONS

The Village will not allow any request for documents or reviews of submittals until thirty (30) days after Qualifications 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.

1.36 LATE SUBMISSIONS
The Village will not accept Qualifications received after the date and time stipulated in the Solicitation Timetable and therefore encourages early submittal.

1.37 OPENING OF SUBMITTED QUALIFICATIONS

Immediately after the deadline for submittals has passed, the Village Clerk will open properly received Qualifications and announce the names of the Respondents for this Solicitation in the Office of the Village Clerk located at the Village Hall at 500 NE 87th Street, Village of El Portal, Florida 33138. A list of Respondents will also be placed at the front office bulletin board shortly after the Qualifications are opened and announced.

1.38 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.

1.39 CONFLICTS OF INTEREST

The Village’s Conflict of Interest guidelines 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 Village 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 Village. 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.

END OF SECTION
SECTION 2.0
SPECIAL CONDITIONS

2.1 PURPOSE

The purpose of this RFQ is to solicit Qualifications from experienced and qualified law firms, preferably certified in local, county, and municipal government by the Florida Bar, for the provision of full-time legal services as Village Attorney for the Village of El Portal, Florida.

2.2 TERM OF CONTRACT

The Contract will commence upon approval by the Village Council, unless otherwise stipulated in the Notice of Award letter, which will be issued by the Village Clerk 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 Village 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 Village Clerk shall review all Qualifications received in a timely manner and shall determine which ones are deemed responsive and responsible Respondents. The results of the Village Clerk’s review and evaluation shall be submitted to Village 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 (7) 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 Village of El Portal.

2.5.4 COMMUNICATION
The ability to communicate 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 Village of El Portal as “additional insured”. All insurance required herein shall be written as primary policies, not contributing to or in excess of any coverage that the Village 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 Village’s Finance Department 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 Village Clerk, prior to signing of Contract, a Certificate of Insurance naming the Village of El Portal 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 Village Manager/designee.

Contractor shall indemnify and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys’ fees and costs of defense, which the Village 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 Village, 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 Village has received and approved all of the minimum insurance described by the Village’s Finance Department. Awarded Contractor shall not permit any Subcontractor to begin any Work on Village 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 VILLAGE**

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 Village Clerk to Village Council for further review and evaluation must be available to attend Village Council meetings to answer any questions and/or provide presentations, if so requested by Village Council and/or and authorized Village staff.

2.11 **SOLICITATION CLARIFICATION AND QUESTIONS**

Any questions or clarifications regarding this Solicitation shall be submitted in writing to the Village Clerk via email at yjacobi@villageofelportal.org. Respondent(s) must clearly understand that the only official answer or position of the Village 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 Village’s webpage and it is the Respondent’s sole responsibility to assure review of all (if any) addenda(s).

This RFQ is issued pursuant to the Village of El Portal Ordinance which prohibits certain types of communications.

2.12 **ACCEPTANCE/REJECTION/MODIFICATION TO QUALIFICATIONS:**

The Village reserves the right to reject any Qualification, and to waive minor irregularities in this Solicitation process.
2.13 **VILLAGE OPTIONS**

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

The determination of the criteria and process whereby Qualifications 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 RFQ, shall be the sole and absolute discretion of the Village Council.

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 Village government applicable to submitting a response to this RFQ and to providing the Services described herein.

2.15 **ETHICAL CONSIDERATION**

No elected official or employee of the Village who exercises any responsibilities in the review, approval, or implementation of the Qualification 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 Village.

The awarded Respondent shall not accept any client or project that places it in a conflict of interest with its representation of the Village of El Portal.

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 Village, 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 Village.

2.16 **CHANGE OF QUALIFICATION**

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 Qualification opening. The Proposer's name and Solicitation number shall appear on the envelope.

2.17 **MODIFICATIONS OF QUALIFICATION**

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

2.18 **CONTRACTOR REGISTRATION**
The Contractor shall be a registered vendor with the Village of El Portal for the duration of the Agreement. In becoming a registered vendor, the Proposer confirms its knowledge of and commitment to comply with the Village of El Portal Procurement Code which sets forth the provisions of the procurement of supplies and services, including source selection and contract formation.

Proposers may view the Village’s procurement policies upon written request to the Village Clerk.

END OF SECTION
SECTION 3.0
SCOPE OF WORK

3.1 SCOPE OF SERVICES
The Respondent will be required to provide full-time Village Attorney services to the Village of El Portal.

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

1) Providing legal advice to the Village, 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 Village 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 Village 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 Village.
5) Institute and/or cause to be prosecuted all eminent domain proceedings and other civil suits, actions and legal proceedings authorized by the Village Council.
6) Prosecute and defend, for and on behalf of the Village against any and all complaints, suits and controversies in which the Village 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 Village Council, Departments, Boards, or Village Officials or employees are parties by virtue of their official positions or actions unless such suits, actions or legal proceedings are assigned by the Village Council to special counsel.
8) Prepare or review and approve as to form and legal sufficiency, all Village ordinances, resolutions, deeds, contract documents, and other legal instruments affecting or pertaining to the Village or in which the Village is a party.
9) Review Requests for Qualifications bid invitation documents, development review applications, agenda items, and other pertinent matters as directed and using the Village’s processes and procedures.
10) Attend and be present during all regular meetings, committee meetings, workshops and special meetings of the Village Council. When requested by the Village Council, attend meetings of special committees of the Village council and meetings of Village Boards.
11) Monitor the performance of any duties assigned to special counsel who has been appointed by the Village Council.
12) Assist and advise on the collection of delinquent taxes and/or other delinquent revenues.
13) Address and advises the Village on utility taxes and utility franchise agreements
14) Works cooperatively with any special counsel retained by the Village for special projects. Coordinates with other special counsel 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 Village reserves the right to determine record-keeping methods in the event of non-conformity.

3.3 **ADDITIONAL INFORMATION FOR THE VILLAGE OF EL PORTAL’S OFFICE OF THE VILLAGE ATTORNEY**

The Village Attorney’s Office is to be staffed with a full-time Paralegal and/or Administrative Assistant.

END OF SECTION
SECTION 4.0
QUALIFICATION 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. Qualifications 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 QUALIFICATION.

Responses should be prepared simply and economically, addressing the requirements according to the instructions provided and in a concise manner. Qualification 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 Qualification Number.

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

LABEL EACH SECTION AS NUMBERED

1) Qualification 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 Qualification. Please complete and sign the form in its entirety. The contact person indicated should be someone the Village may contact for any questions or provide any correspondence related to this RFQ.

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 Village / 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 Qualification 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 Village’s account and the number of professional staff personnel at the office.

5) Qualification/Experience of the Village 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 Village Attorney for the Village of El Portal. Also include the names and resumes of other attorneys who will assist and attend any of the Village 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 (7) years;
   d. The area of practice concentration relative to the area of service required by the Village, including experience in municipal law;
   e. Please state as to each attorney that is certified in Village, 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 Municipal 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 Village Attorney at each Village Council meeting and other Boards as may be requested or scheduled.
   b) Locations of all offices and Village government by the Florida Bar.
   c) After-hours availability.
   d) Information on how the firm/Individual would structure the working relationship between the Village Attorney’s Office, the Village Council, and the Village Manager’s Office.
   e) Areas of expertise where the use of special outside counsel is anticipated.
   f) Statement on how the workload of the Village of Village of El Portal 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 Qualification.

These forms are fill-in forms. Please ensure to include all applicable forms with your Qualification 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 Village’s website for all applicable addenda issued at www.elportalvillage.com.

Completed responses shall include all the above information including all required forms included with this Solicitation or the Qualification 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
Include this sheet as the very first page of your Qualification. 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 Village 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 Qualification and that all statements made in this document are true and correct to the best of my knowledge.

2. By submitting a Qualification, the Respondent certifies that the Respondent has fully read and understands the Qualification 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 QUALIFICATIONS (RFQ) NO. 2020-02 ADDENDUM #1

Title: LEGAL SERVICES

Solicitation Number: 2020-02
Addendum Number: 01
Issue Date of this Addendum: September 3, 2020
Coordinator: Village Clerk
Contact information: yjacobi@villageofelportal.org/(305)795-7880

1.0 The Purpose of this Addendum
The Village of El Portal (the Village) is issuing this addendum to the Request for Qualifications named above (the RFQ) to respond to questions the Village received about the RFQ.

2.0 Clarification of the RFQ

1. **Question**: Can you please advise whether five or seven copies are required in addition to the one original?
   **Answer**: Yes. This was a scrivener’s error. Five is the required number of copies, but seven is acceptable.

2. **Question**: Where are the Contract Forms located in 9)?
   **Answer**: Please remove this section from the RFQ as it does not apply.

3. **Question**: Is there a form for the references?
   **Answer**: No.

4. **Question**: Is the land use information required in 6) b)?
   **Answer**: Yes.

3.0 General Instructions
The 3.0 Instructions
The Addendum constitutes an integral part of the RFQ and is to be read in conjunction with the RFQ. Unless specifically changed by this Addendum, all other requirements and provisions of the RFQ remain unchanged. Capitalized terms used in this Addendum without definition have the same meaning ascribed to those terms in the RFQ. It is the responsibility of all Proposers to conform to this Addendum and modify their proposals accordingly.

End of Addendum