# **CITY OF DORAL**



# **REQUEST FOR QUALIFICATIONS**

# RFQ NO. 2023-02

**CITY ATTORNEY SERVICES** 



# City of Doral Request for Qualifications City Attorney Services RFQ No. 2023-02

**NOTICE**: Pursuant to the Procurement Ordinance, the City of Doral (the "City") hereby gives notice of its intent to seek statements of qualifications and transmittal letters (proposals) from interested firms in response to this Request for Qualifications for "**RFQ No. 2023-02 – City Attorney Services**" (the "RFQ") to provide the professional services described herein. **Proposals must be received by 10:00 a.m. on Monday, March 6**<sup>th</sup>, **2023**.

All submittals shall be publicly opened and recorded on **Monday, March 6<sup>th</sup>, 2023 at 10:00 a.m.** Late submittals shall not be accepted or considered. Proposals must be submitted electronically through <u>DemandStar</u> or Vendor Registry by the date and time stated above. Any proposals received after the due date and time specified, will not be considered.

Questions regarding this solicitation shall be submitted in writing to procurement@cityofdoral.com no later than 5:00 p.m., Monday, February 20<sup>th</sup>, 2023. Responses to those questions considered material to the solicitation will be made available as formal addenda and located on the City's website and Demandstar.com. It is the responsibility of prospective proposers to ensure they are aware of all addenda issued relative to this solicitation.

The City of Doral reserves the right to accept any proposal deemed to be in the best interest of the City or to waive any informality in any submittal. The City may reject any or all proposals and re-advertise.

#### PROJECT OVERVIEW

The City of Doral is soliciting statements of qualifications from qualified and experienced law firms to provide a full range of municipal legal services serving as the City's legal counsel on a contractual basis.

The City Attorney will perform all duties pursuant to the City of Doral's Charter and Code of Ordinances. The services sought by the City include, whether in part or in whole, is the attorney of record, or be responsible for the oversight of the attorney of record and to perform all duties pursuant to the City of Doral's Charter and Code of Ordinances.

The selected City Attorney shall have been admitted to practice in the State of Florida for no less than ten (10) years at the time of their appointment, be a member of good standing in the Florida Bar and have no less than five (5) years of experience in the practice of law for local government.

The City Attorney may be a law firm or an individual attorney that shall perform the duties of the City Attorney under such terms, conditions, and compensation as may be established by the Council.

The City of Doral is willing to consider one of two options: electing a qualified firm on a contractual basis to provide legal services under a contractual relationship or hiring a qualified attorney as in-house counsel, along with a team of individuals hired by the City. Interest individuals wishing consideration for the position of City Attorney may submit an application to the City of Doral Human Resources Department by visiting <u>https://www.cityofdoral.com/all-departments/human-resources/job-opportunities/</u>

The selection of City Attorney shall be at the City's discretion and shall be made in a prompt manner after the receipt and evaluation of all RFQ responses and applications for employment.

All questions and/or comments regarding this request for qualifications should be directed to Procurement at the following email at <a href="mailto:procurement@cityofdoral.com">procurement@cityofdoral.com</a>.

All inquiries must reference "RFQ No. 2023-02 – City Attorney Services" in the subject line. No phone calls will be accepted in reference to this RFQ.

Any communications regarding matters of clarification must be made in writing to the email address listed above. If it becomes necessary to provide additional clarifying data or information that revises any part of this RFQ, supplements or revisions will be made available via written addendum.

Interested firms may secure the solicitation package and all other pertinent information by visiting the City of Doral website (<u>www.cityofdoral.com</u>), Vendor Registry and <u>DemandStar</u>, the central notification systems which provide bid notification services to interested parties. To obtain the solicitation, interested parties must follow the link and register to be able to download the document.

Pursuant to Section 2-11.1 of the County Code of Ordinances, public notice is hereby given that a "Cone of Silence" is imposed concerning this solicitation process, which generally prohibits communications concerning this RFQ from the time of advertisement of the notice until such time as the City announces its decision. Violation of the Cone of Silence by a Respondent shall render this RFQ award or agreement to said Respondent voidable by the City Council or City Manager. For more information on the "Cone of Silence," please contact the City Clerk's Office at 305-593-6730 or via email at CityClerk@cityofdoral.com

Connie Diaz, MMC City Clerk

## **1.0 SCOPE OF SERVICES**

#### 1.1 <u>PURPOSE AND INTENT</u>

The City of Doral is inviting qualified attorneys law firms to submit statements of their qualifications to provide a full range of municipal legal services serving as the City's legal counsel on a contractual basis to the City in response to this Request for Qualifications (the "RFQ").

The City Attorney will perform all duties pursuant to the City of Doral's Charter and Code of Ordinances. The services sought by the City include, whether in part or in whole, is the attorney of record, or be responsible for the oversight of the attorney of record and to perform all duties pursuant to the City of Doral's Charter and Code of Ordinances, including, but not limited to the items mentioned herein which shall include the legal aspects of general administration of City business, including preparing and providing legal opinions; assist with establishment of correct legal procedures, applicable federal, state, and city laws/policies; drafting and reviewing ordinances, resolutions, contracts, orders, agreements, and other legal documents; and related tasks needed to support Mayor, City Council, & City personnel.

The City of Doral Mayor and City Council is willing to consider one of two options: selecting a qualified firm on a contractual basis to provide legal services under a contractual relationship through this request for statements of qualification or by hiring a qualified attorney as in-house counsel, along with a team of individuals hired by the City. This solicitation is for outside firms only. Interest individuals wishing consideration for the position of City Attorney may do so by submitting an application to the City of Doral Human Resources Department by visiting https://www.cityofdoral.com/all-departments/human-resources/job-opportunities/

#### 1.2 <u>CITY OF DORAL BACKGROUND AND DEMOGRAPHICS</u>

The City of Doral, incorporated on January 28, 2003, in one of thirty-four municipalities in Miami-Dade County, Florida. Doral is home to approximately 85,000 residents. It encompasses an area of approximately 15 square miles bordered on the west by the Ronald Reagan Turnpike, to the north by the Town of Medley, to the east by the Palmetto Expressway and to the South by the City of Sweetwater.

Conveniently located just one mile from Miami International Airport and twelve miles from Downtown Miami. Its central location and easy access have made Doral one of South Florida's best known regional shopping areas, offering a wide variety of recreational, cultural, and dining experiences. Named the fastest growing City in Florida and 11th in the country by the Florida International University's Metropolitan Center.

The City operates under a "*council-manager system*" form of local government. The Mayor and four Council members are elected at-large on a non-partisan basis.

The City provides a full range of municipal services including police protection, recreation, public improvements, streets, planning and zoning, and general administrative services.

The Adopted Fiscal Year 2022-23 Budget is \$93,180,000 and includes a staffing of 478 fulltime employees.

## 1.3 INTRODUCTORY INFORMATION

The City Attorney is a charter office of the City under the direction and control of the City Council; acts as legal counsel for the City Manager and Department Heads, which may include a police legal advisor. Among other responsibilities, the City Attorney: prepares or revises contracts; is responsible for all litigation; makes recommendations for ordinances, resolutions and other documents or procedures affecting the legal position of the City; provides legal opinions. As necessary, the City Attorney may represent the City in court; reviews all contracts and instruments to which the City is a party; enforces City laws and regulations; reviews and analyzes all state and federal legislation affecting the City.

The awarded Firm shall appoint an attorney to serve as City Attorney. The City Attorney will be required to attend all City Council business meetings or other meetings as required. In the event that the City Attorney is not available for a meeting, awarded Firm shall further designate a backup attorney to attend the meetings.

The selected qualified firm and/or qualified attorney shall demonstrate specific experience and capabilities and must have personnel qualified through education and experience in the specified disciplines. In all professional functions the contracted lawyer should be competent, prompt, and diligent; should maintain communication with City staff and should keep in confidence information relating to representation of a client except so far as disclosure is required or permitted by the Rules of Professional Conduct or by law.

The City desires to hire a qualified firm and/or qualified attorney that possess/possesses experience and expertise in such areas as, without limitation,

- 1. Procurement/preparation and evaluation of RFQs, RFQs, and bidding issues.
- 2. Litigation.
- 3. Elections issues.
- 4. Code compliance and environmental issues.
- 5. Labor, employment law, and all HR issues.
- 6. Ad valorem tax issues.
- 7. Public works issues.
- 8. Real estate and real estate related transactions and matters.
- 9. Land use and zoning matters.
- 10. Construction and construction-related issues.
- 11. Sunshine, public records laws, conflict of interest and other ethical issues.
- 12. Drafting of development agreements, proportionate share and impact fee agreements, traffic impacts and mitigation, platting, and service agreements.
- 13. Preparation of legislation and/or development of policies and procedures.

- 14. Monitoring, reviewing, and advising on all state and federal legislation that may affect the City's interest or business and compliance issues.
- 15. Eminent domain and inverse condemnation.
- 16. Charter review and preparation of charter amendments/ballot amendments.
- 17. Police and police-related and/or constitutional issues.
- 18. Telecommunications and franchise issues.
- 19. Contract law and administrative law, including interpretation of governmental agency rulings.
- 20. Corporate and commercial Law.
- 21. Federal and state grants recipient regulations and compliance.
- 22. Public Utilities.
- 23. Special taxing districts.
- 24. Community Redevelopment Agency (CRA).
- 25. Law Enforcement Trust Fund (LETF).
- 26. The Citizens' Independent Transportation Trust (CITT).
- 27. Various granting agencies, such as Florida Department of Transportation.

#### 1.4 **QUALIFICATIONS:**

The primary designated attorney shall have a Juris Doctor (JD) degree and licensure to practice law in Florida. The minimum qualifications for the City Attorney shall be as follows: The City Attorney shall have been admitted to practice in the State of Florida for no less than ten (10) years at the time of their appointment, be a member of good standing in the Florida Bar and have no less than five (5) years of experience in the practice of law for local government.

Such experience should include representing municipal governments in facets of daily government operations as well as experience in coordinating and managing the work of other law firms brought in for areas of specialized expertise. Board Certification by individuals of the firm in the field of city, county, and local government law is desired.

Respondents are advised and should take into account in the preparation of their Proposal, that the evaluation of the firm's qualifications shall include, but is not limited to, consideration of the Firm's experience in municipal law and experience, availability, capabilities and hourly billing rate of the primary legal advisor to the City and hourly billing rates of the backup legal advisor(s) and support personnel to the City in the event that the primary legal advisor is unable to represent the City at any given meeting or on any given matter.

#### 1.5 <u>THE CITY ATTORNEY SHALL:</u>

1. 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, 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 to special counsel;

- 2. The City Attorney will draft and/or review ordinances, charter amendments, resolutions, contracts, and correspondence;
- 3. Provide for the defense of all civil suits, actions and legal proceedings brought against the City unless such suits, actions or legal proceedings are assigned by the City or the City's insurer to special counsel;
- 4. Serve as legal adviser to the Mayor, City Council, Department Directors, and City staff;
- 5. Render written legal opinions on matters relating to city government and the interpretation, construction and meaning of the charter, statutes, ordinances, resolutions and contracts affecting or pertaining to city government;
- 6. 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;
- 7. Attend and be present during all Council regular meetings, workshops and special meetings of the City Council. The City Attorney shall represent the Council at each of these meetings, provide appropriate legal advice and/or written opinions, as necessary, and provide parliamentary guidance concerning the conduct of each of the meetings of the Council. When requested by the City Council, attend meetings of special committees of the City Council and meetings of City boards;
- 8. Perform all duties and functions imposed by general or special laws upon City attorneys;
- 9. Monitor the performance of any duties assigned to special counsel;
- 10. Assist in the drafting and review of the City's Comprehensive Plan and any amendments thereof;
- 11. Keep the City Council and City staff informed of new laws or judicial opinions that could affect the City in any way;
- 12. As requested, the City Attorney shall advise on insurance matters coordinated by the Risk Manager. The City Attorney may also represent an employee or elected official who is individually named in a suit as a result of the execution of official duties with the City. When the City's insurance coverage is activated on a given matter, the City Attorney shall cooperate as necessary with the legal counsel designated by the City's liability insurance carrier to ensure that the matter is dealt with in an expedient and professional manner;
- 13. As requested, the City Attorney will provide the city staff with assistance and legal counsel relating to the acquisition or sale of real property and in the review or preparation of deeds, easements and title matters;

- 14. As requested, the City Attorney will provide the Doral Police Department with legal counsel and/or coordination on certain Confiscated Property Fund matters, Nuisance Abatement matters, and other matters primarily under the jurisdiction of the Doral Police Department;
- 15. The City Attorney will perform other legal research and provide legal advice as requested by the Mayor, City Council, or City staff;
- 16. Participate in labor and other negotiations when requested;
- 17. When requested, interview witnesses, take testimony, review reports, and conduct legal research.
- 18. The selected attorney or firm shall maintain auditable records to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with Generally Accepted Accounting Principles, and the City reserves the right to determine record-keeping methods in the event of non-conformity.

#### 1.6 <u>REQUIREMENTS OF PROFESSIONAL SERVICES</u>

- 1. Attendance at all meetings of the City Council. The number of council, special and/or cancelled meetings may vary each month and may be scheduled as required. The City Attorney shall represent the Mayor and Council at each of these meetings, provide appropriate legal advice and/or written opinions, as necessary, and provide parliamentary guidance concerning the conduct of each of the meetings of the Council.
- 2. The City Attorney shall attend City Council meetings and workshop sessions as needed. In addition, the City Attorney will attend City committee meetings or other meetings as requested by the City Manager or Council when items under consideration warrant legal input.
- 3. The City will provide the attorney with dedicated office space located at City Hall, from which they will conduct City business, five days a week. This accommodation is being made to help facilitate city administration with legal assistance, conduct meetings and obtain legal advice while onsite.
- 4. As requested, the City Attorney will:
  - A. Draft and/or review ordinances, charter amendments, resolutions, contracts, and correspondence.
  - B. Provide legal consultation on some City insurance matters; and provide legal advice or written opinions to City staff on matters related to their official duties.
  - C. The City Attorney shall prosecute and defend the City on all civil complaints, suits

or controversies in which the City is a party, including the Code Enforcement Board in certiorari proceedings. Specifically, the City Attorney is responsible for prosecuting and defending the City in civil action when no counsel is provided by liability insurance or when the City's exposure exceeds its insurance coverage. The City Attorney may also represent an employee or elected official who is individually named in a suit as a result of the execution of official duties with the City. When the City's insurance coverage is activated on a given matter, the City Attorney shall cooperate as necessary with the legal counsel designated by the City's liability insurance carrier to ensure that the matter is dealt with in an expedient and professional manner.

- D. The City Attorney will provide the City staff with assistance and legal counsel relating to the City's acquisition or sale of real property and in the review or preparation of deeds, easements and title matters.
- E. The City Attorney will provide the Police Department with legal counsel and/or coordination on certain Confiscated Property Fund matters, nuisance abatement matters, and other matters primarily under the jurisdiction of the Police Department and other police-related matters.
- F. The City Attorney will perform other legal research and provide legal advice as requested by the Mayor, City Council, or City staff.
- G. Remain current on federal, state and Florida local government law and legislative issues that may pertain to the operation of the City and provide direction, as appropriate, to the Mayor, City Council and staff.
- H. Participate in labor and other negotiations when requested.
- I. Submit monthly reports of activities performed, including but not limited to status and updates on active files. Invoices shall be submitted monthly for services rendered.

#### 1.7 <u>TERM OF ENGAGEMENT</u>

The City anticipates that the contract will have an initial period of and one (1) year term with four (1) options to renew at one (1) year each for a total of five (5) years.

Initial contract term and option years, as applicable, will be determined during the negotiation process and shall be specified in resultant agreement.

#### END OF SECTION

# 2.0 SPECIAL CONDITIONS

#### 2.1 <u>REVISIONS BY THE CITY:</u>

The City may modify or amend this notice at any time. If it becomes necessary for the City to revise any part of this notice, the revision will be posted on the City website via on the City of Doral website (www.cityofdoral.com) under Procurement, via Vendor Registry and via Onvia DemandStar In such event, the submission deadlines may be extended, at the option of the City, to allow Respondents the opportunity to revise their proposals accordingly.

The City is not under any obligation and does not guarantee that prospective bidders will receive email notifications concerning the posting, amendments or the close of the solicitation. Prospective bidders are responsible for checking the City website via Vendor Registry and via Onvia DemandStar for information, addendum and updates concerning the solicitation.

#### 2.2 WITHDRAWAL AND MODIFICATION:

The City may allow a Respondent's representative bearing proper authorization and identification to sign for, receive, and withdraw the Respondent's unopened proposal prior to submission deadline. A Respondent wishing to modify its proposal may do so by withdrawing the initial submission and then submitting a modified proposal prior to the submission deadline.

#### 2.3 <u>ERRORS IN PROPOSALS</u>:

Respondents will not be allowed to change or alter their proposals after the deadline for proposal submission. The City reserves the right, however, to correct obvious errors. This type of correction may only be allowed for "obvious" errors such as arithmetic, typographical, or transposition errors. Any such corrections must be approved by the City and countersigned by the Respondent.

Respondents are advised to make sure that their proposals are true and correct when submitted.

#### 2.4 <u>RESPONDENT EXPENSES</u>:

By submitting a response to this notice, or participating in the process, each Respondent agrees that all of its related expenses are its sole responsibility. The City will not be responsible for any costs whatsoever incurred by the Respondent in connection with, or resulting from this RFQ process, including but not limited to costs for preparation/submission of proposals, travel & per diem, attending interviews, providing presentations or demonstrations, and participating in contract negotiation sessions.

#### 2.5 <u>NO OBLIGATION TO PROCEED</u>:

The City is under no obligation to proceed with this request for qualifications and may cancel this solicitation at any time without the substitution of another, if such cancellation is deemed in the best interest of the City. Furthermore, the City may reject any and all proposals, waive any

irregularities or informalities in a proposal, if it is found to be in the best interest of the City.

The City reserves the right at all times to reject any or all proposals at any time before signing a agreement for any reason.

#### 2.6 FLORIDA PUBLIC RECORDS LAW

All proposals will become the property of the City. The Respondent's response to RFQ will become a public record which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Section 119.07 ("Public Records Law"). The City shall permit public access to all non-exempt documents, papers, letters or other material submitted in connection with this process and the agreement to be executed for the Project after the submission closing and the evaluation of all proposals, subject to the provisions of Section 119.07, Florida Statutes.

### **END OF SECTION**

# 3.0 PROPOSAL SUBMITTAL AND FORMAT

All proposals are due no later than **Monday**, **March 6**, **2023**, **at 10:00 AM**, or any time prior thereto electronically via Vendor Registry or Onvia DemandStar. All proposals received will be publicly opened on the date and the time specified.

Submittals must include statements of qualifications and experience and other pertinent information for consideration, as indicated in this Request for Qualifications. Any proposals received after the due date and time specified, will not be considered. Submittals must be upload as one file inclusive of all required forms

Proposal packages shall be clearly divided using the below format with tabs and titles indicating sections as prescribed:

Proposals are to be submitted accompanied by pertinent information relating to the responder's experience, qualifications, personnel, availability and capability to provide and perform all of the professional services necessary in a complete, effective and timely manner.

#### 3.1 <u>CONTENT:</u>

Proposals shall provide sufficient and comprehensive details to permit the City to conduct a meaningful evaluation. Respondents should carefully follow the format and instructions outlined throughout this section.

Please be concise in all responses. Proposals which do not include the required documents may be deemed non- responsive and may not be considered for evaluation.

The City reserves the right to request additional information during the evaluation of submitted proposals, to disqualify any proposal that fails to respond to the submission requirements, and in its sole discretion to accept or reject any proposal with or without cause. Submission of a proposal indicates acceptance of the terms and conditions of this RFQ notice and submission requirements, unless clearly and specifically noted in the proposal submitted.

#### 3.2 <u>FORMAT:</u>

All materials are to be submitted on 8 1/2" X 11" paper, paginated and separated by tabs to identify each required section indicated below, neatly typed with normal margins and spacing. All documents and information must be fully completed and signed as required.

Specifically, the proposals must be organized and divided into the sections indicated herein:

### 3.2 <u>COVER PAGE</u>

Respondents should include a cover page as the very first sheet of their proposal. The contact person indicated should be an individual the City may contact for any questions or provide any correspondence related to this RFQ.

# TAB 1.LETTER OF TRANSMITTAL, BACKGROUND AND CAPABILITY &<br/>TABLE OF CONTENTS:

Include a cover letter, not to exceed two pages in length, signed by a duly authorized representative of the Firm. Describe your Firm's background and history; include number of years in business. Include the location of office(s) that would serve the City. The letter must include name, address, telephone number and e-mail address of the Firm submitting the proposal.

In addition, the name, title, address, telephone number, and e-mail address of the person or persons to contact who are authorized to represent the Firm to whom the correspondence should be directed should also be included.

#### TAB 2. APPROACH TO LEGAL SERVICES (30 points)

Please describe how you would approach the provision of these legal services by Including a brief response to the following items:

- 1. Describe your view of the role of the City Attorney, and your commitment to law and due process.
- 2. Describe how you will keep the Mayor, the Governing Body and City Manager informed about the status of litigation and other legal matters.
- 3. Provide an example of a written communication (not to exceed 5 pages) to the City governing body about a legal issue, in which options are explained and a recommendation is given.
- 4. Describe how you will track and manage legal costs, billing/invoices process, so that the City's legal costs are held to a minimum. Please provide an example.
- 5. Describe how you would advise the Mayor and City Council about legal developments or issues of concern.
- 6. Describe how as the City Attorney you would coordinate your work with the Mayor, City Council, City Manager, and City Staff.
- 7. How would you evaluate whether to use an attorney within your law firm or an attorney

from another Firm to handle a case, provide expert advice, or provide other needed services?

- 8. Describe the Firm's practices regarding professional development, training, and keeping current with the law and legal matters affecting their clients.
- 9. Describe any scholarship or panels, or other expertise your firm has engaged in. Qualified Firm(s) will also show membership and expertise in at least two of the following Florida Bar Association Sections: government and administration, constitution law, environmental law and construction law.

# TAB 3. EXPERIENCE, QUALIFICATION & REFERENCES AND PROPOSED ATTORNEY(S) (possible 40 points)

- 1. Firms Specific Expertise and Training.
- 2. Name the person whom you propose to designate as City Attorney, or as supporting City Attorney(s) in case of absence.

Provide the following for each:

- a) Certificates or licenses, including the date of admission to the State Bar of Florida.
- b) Description of education (including name of educational institutions, degrees conferred, and year of each).
- c) Professional background and professional associations, including Florida State Bar section membership.
- d) Description of prior experience in law areas described in the scope of services, number of years with the firm, areas of responsibility with the firm, and other background or experience which may be helpful.
- e) Experience with and knowledge of the law related to ethics and public records, general municipal law; land use and planning, redevelopment law, general plans, administrative law; personnel law, construction law, environmental law, employment law, code enforcement; forfeiture; municipal bonds; pension and other related areas of law,
- 3. Staff services available (clerical support, paralegals, other non-attorney staff).
- 4. Availability to serve as City Attorney. Please include summary pertaining to whether office space would be needed in City of Doral City Hall and how many hours or days a week would be spent in City office.
- 5. <u>Workload</u>: Provide a list of other municipalities or other governmental entities currently

being represented by the firm or attorney proposed under this solicitation;

- 6. List any schedule commitments on the part of the primary or backup designees e.g. meeting requirements of other municipalities or government entities represented by your Firm) that may conflict with the meeting schedule for the City of Doral.
- 7. <u>References:</u> Provide the names of municipal clients for which services have been provided in the last three years.

#### TAB 4. LITIGATION AND ETHICS COMPLAINTS (possible 15 points)

1. Provide a list and explanation of any ethics complaints filed against the law firm, any attorney in the law firm or any attorney proposed under this solicitation and a list of any disciplinary procedures taken against any current member of the firm or attorney proposed under this solicitation by the Florida Bar Association or any relevant State regulatory agency within the last ten years and how the complaint was resolved.

NOTE: Attorneys proposed under this solicitation shall not have been disciplined by the Florida Bar Association during the past 10 years.

2. Disclose any malpractice lawsuits within the last ten years, along with an explanation of how lawsuits were resolved.

# TAB 5. CONFLICT OF INTEREST/ETHICAL CONSIDERATIONS (possible 10 points)

- 1. Identify any foreseeable or potential conflicts of interest and public clients you serve and the manner in which you would propose to resolve such conflicts (specifically developers, businesses, individuals and other municipal or governmental agencies).
- 2. For the person to be designated as City Attorney, list all public clients that person presently represents as City Attorney or general counsel, along with the meeting dates and times for each governing body.
- 3. Provide a list of other municipalities or other governmental entities currently being represented by the firm proposed under this solicitation.
- 4. Disclose any existing conflicts of interest with City of Doral and City of Doral staff and elected officials (including business, family, and other close relationships that could generate conflicts of interest) within the last five years.
- 5. List any potential conflicts of interest or ethical considerations related to representation or affiliation with any boards, organizations, committees, clients, or any other entities.

#### TAB 6.LOCATION (POSSIBLE 5 POINTS)

- 1. Provide a list and description of ownership, office location, and principal office where the majority of the City's work will be performed and contact information.
  - a. Within Miami-Dade, Broward and Palm Beach Counties
  - b. Within Miami-Dade, and Broward Counties
  - c. Outside Miami-Dade, Broward, & Palm Beach Counties, but within the State of Florida; provide the address of the primary office that will be providing legal services to the City.

#### TAB 7.STRUCTURE OF LEGAL CHARGE

1. Although this RFQ is intended to select a Firm based on qualifications, proposals from interested Firms must also include information pertaining to <u>the structure of compensation</u>. Specifically, the firm shall identify the personnel and resources to be provided under a monthly lump sum amount for general city attorney services. The firm shall also identify any services that will not be included within a monthly lump sum amount and the proposed manner (hourly rate; negotiated fixed amount; etc.) these additional services will be billed. For purposes of this solicitation, services not identified as being outside general city attorney services will be considered covered under the monthly lump sum amount to be negotiated.

#### TAB 8.INSURANCE REQUIREMENTS

Firm shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Firm, his agents, representatives, employees or subcontractors.

Please provide list of insurance coverages and amounts of coverages proposed by the Firm. Malpractice insurance must include a \$5 Million minimum coverage disclosed annually to City.

#### TAB 9REQUIRED FORMS

All required forms listed in Section 5.0 Required Forms, attachments, licenses and certificates of insurance shall be included in a labeled section "Required Forms" format submittal in the following order:

#### Form 1.0: Acknowledgement of Addenda

#### Form 2.0: <u>Certificate of Authority (complete one of these two forms)</u>

Form 2A:	Certificate of Authority, if Corporation
Form 2B:	Certificate of Authority, if Individual

#### Form 3.0: <u>Single Execution Affidavits</u>

- Americans with Disabilities Act Compliance Affidavit
- Public Entity Crimes Affidavit
- Business Entity Affidavit
- Non-Collusion Affidavit
- Scrutinized Companies Affidavit
- Acknowledgement, Warranty and Acceptance Affidavit
- Ownership Disclosure Affidavit
- Prohibition on Contingent Fees

#### Form 4.0: Immigration Affidavit Certification / E-Verify

Form 5.0: IRS Form W-9

Form 6.0: <u>Questionnaire</u>

Attachments Licenses Certificates of Insurance

**END OF TABBED SECTION** 

# 4.0 <u>EVALUATION PROCESS:</u>

Each proposal will be reviewed to determine if it is responsive to the submission requirements outlined in this RFQ. A responsive proposal is one which follows the requirements of this RFQ, includes all documentation, is submitted in the format outlined in this RFQ, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the proposal being deemed non-responsive.

The Respondent acknowledges and agrees that due care and diligence was exercised in the preparation of its proposal and all information contained therein is believed to be correct. The Respondent acknowledges and accepts its responsibility for determining the full extent of the exposure to risk and verification by the City of all information in the proposal.

#### 4.1 <u>EVALUATION COMMITTEE</u>

Members of the City Council have each appointed one member to the City Attorney recruitment search committee as provided for in the City Charter.

The Committee shall be convened for the purpose of reviewing and evaluating the proposals submitted in response to this RFQ in accordance with the criteria outlined below.

#### 4.2 EVALUATION OF PROPOSALS

The Committee will review and conduct an evaluation of the Proposals submitted.

The Committee will evaluate and rank all eligible and responsible proposals based on the evaluation criteria listed below. The criteria are itemized with their respective weights for a maximum available total of one hundred (100) points. A Firm may receive all or a portion of this amount depending on the merit of the proposal and in relation to the competing proposals as determined by the committee.

The factors that will be considered in the evaluation of proposals are summarized below. The City's final selection will not be dictated by any single factor. The relative importance of these factors involves judgement on the part of the RFQ Committee.

The Committee may require follow-up interviews and/or presentations as part of the evaluation process and ranking.

The below weighted criteria are provided to assist the proposers in the allocation of their time and efforts during the submission process. The criteria also guide the Committee during the evaluating and ranking of Respondents by establishing a general framework for those deliberations. During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarification from Proposers.

Criteria for Evaluation	<b>Available Points</b>
Approach to Providing City Legal Services	30
Experience, Qualification & References (City Attorney/Firm and Proposed Staff)	40
Litigation and Judgements	15
Conflict of Interest/Ethical Considerations	10
Location (proximity to City of Doral city limits)	5
Total Points	100

#### 4.3 <u>Final Selection</u>

Following the review of any resumes, recommendations, and interviews, the evaluation committee shall forward the names of no less than two (2) and no more than four (4) candidates to fill the vacant Charter Officer position. The City of Doral City Council will make the final selection.

The Mayor and City Council may require presentations of the top ranked firms and/or \* selected candidates during a public meeting and shall ratify final recommendation provided/presented by the Committee.

\* Selected Candidates who have applied for the position of City Attorney through the City of Doral Human Resources Department.

END OF SECTION

# **SECTION 5.0**

# **REQUIRED FORMS**

#### **REQUIRED FORMS**

- 1.0 Acknowledgement of Addenda
- 2A. Certificate of Authority, if Corporation or Partnership
- 2B. Certificate of Authority, If Individual
- 3.0 Single Execution Affidavits
  - Americans with Disabilities Act Compliance Affidavit
  - Public Entity Crimes Affidavit
  - Business Entity Affidavit
  - Non-Collusion /Anti-collusion Affidavit
  - Scrutinized Companies
  - Acknowledgment, Warranty and Acceptance
  - Owner Disclosure Affidavit
  - Prohibition on Contingent Fees
- 4.0 Immigration Affidavit Certification / E-Verify
- 5.0 IRS Form W-9
- 6.0 RFQ 2023-02 City Attorney Services Questionnaire

#### **INSTRUCTIONS:** COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I: I HEREBY ACKNOWLEDGE that I have received all of the following addenda and am informed of the contents thereof:

Addendum #1, Dated	

Addendum #2, Dated \_\_\_\_\_

Addendum #3, Dated	

Addendum #4, Dated	

Addendum #5, Dated	
--------------------	--

#### PART II:

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS ITB.

FIRMS NAME:

AUTHORIZED SIGNATURE:	DATE:	

TITLE OF OFFICER:

# 2A. CERTIFICATE OF AUTHORITY (if Corporation or Partnership)

LIEDEDV	OFDITIEN	41	- <b>f</b> (1	r.t1	D 1	f D'an at a ma /	Dentu and of
I HEKEB I	CERTIFY	that a meeting	of the	[circle one]	Board	of Directors/	Partners of

	a business existing	g under the laws of th	ne State o	f	
, (the	e "Entity") held on	, 2	20,	the	following
resolution w	as duly passed and adopted:				
	"RESOLVED, that,		, as		
	of the Enti	ty, be and is hereby	authorize	ed to	
	execute this Proposal dated		20	,	
	on behalf of the Entity and sub	omit this Proposal t	o the Cit	y of	
	Doral, and this Entity and the	execution of this C	Certificat	e of	
	Authority, attested to by the Secretary of the Corporation, and with				
	the Entity's Seal affixed, will be the official act and deed of this				
	Entity."				
I FURTHER	R CERTIFY that said resolution is no	w in full force and e	ffect.		
IN W	VITNESS WHEREOF, I have hereur	nto set my hand and a	ffixed th	e offici	al seal of
the Entity th	is day of			, 20	)
Secretary: _		President:			
Print Name:		Print Name:			

(Seal)

### 2B CERTIFICATE OF AUTHORITY (if Individual)

I,		("Affi	ant") being first duly sworn, deposes and says:
1	Lam tha		[Select
1.			esentative/Agent] of:
			doing business as
			, the Contractor that has
	submitted the attached Proposal.		
2.	I am fully informed respecting the prepar circumstances respecting such Proposal.	ration and c	contents of the attached Proposal and all of the pertinent
3.	-	cution of th	, and submit this, and submit the submit t
In the p	resence of:		Signed, sealed and delivered by:
Witnes	s #1 Print Name:		Print Name:
Witnes	s #2 Print Name:		Title:
	Florida	<u>KNOWLEI</u>	<u>DGMENT</u>
The for	egoing instrument was acknowledged befo	ore me by n	neans of physical presence or online
notariza	ation, this _ day of	, 20	_, by(name
of perso	on) as		(type of authority) for
(name o	of party on behalf of whom instrument is ex	xecuted).	
		Notary	Public (Print, Stamp, or Type as Commissioned)
	_Personally known to me; or		
	_Produced identification (Type of Identific	cation:	)
	_Did take an oath; or		
	_Did not take an oath		

#### 3.0 SINGLE EXECUTION AFFIDAVITS

#### THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE RESPONDENT OR BIDDER AND NOTARIZED BELOW. IN THE EVENT THE RESPONDENT CANNOT SWEAR TO ANY OF THESE AFFIDAVIT STATEMENTS, THE RESPONDENT IS DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO SUBMIT A PROPOSAL.

#### THESE SINGLE EXECUTION AFFIDAVITS ARE STATEMENTS MADE ON BEHALF OF:

NAME OF PROPOSING ENTITY

Date:

FEIN OF PROPOSING ENTITY

#### AMERICANS WITH DISABILITIES ACT COMPLIANCE AFFIDAVIT

The above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
- The Rehabilitation Act of 1973, 229 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

#### PUBLIC ENTITY CRIMES AFFIDAVIT

I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- 1. A predecessor or successor of a person convicted of a public entity crime; or
- 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, and partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement.

#### (INDICATE WHICH STATEMENT APPLIES.)

□ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with ad convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted Vendor list (attach a copy of the final order).

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph 1 above is for that public entity only and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for category two of any change in the information contained in this form.

#### **Respondent Initials**

#### **BUSINESS ENTITY AFFIDAVIT**

Respondent hereby recognizes and certifies that no elected official, board member, or employee of the City of Doral ("City") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer (including City board members) of the City, nor any spouse, parent or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Respondent or Consultant, and further, that no such City employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Consultant or Respondent. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Respondent. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Respondent recognizes that with respect to this transaction or bid, if any Respondent violates or is a party to a violation the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Respondent may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to City.

#### NON-COLLUSION/ANTI-COLLUSION AFFIDAVIT

- 1. Respondent/Bidder has personal knowledge of the matters set forth in its Proposal/Bid and is fully informed respecting the preparation and contents of the attached Proposal/Bid and all pertinent circumstances respecting the Proposal/Bid;
- 2. The Proposal/Bid is genuine and is not a collusive or sham Proposal/Bid; and
- 3. Neither the Respondent/Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Respondent/Bidder, firm, or person to submit a collusive or sham Proposal/Bid, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Respondent/Bidder, firm, or person to fix the price or prices in the attached Proposal/Bid or of any other Respondent/Bidder, or to fix any overhead, profit, or cost element of the Proposal/Bid price or the Proposal/Bid price of any other Respondent/Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Doral or any person interested in the proposed Contract.

#### **Respondent Initials**

#### **SCRUTINIZED COMPANIES**

- 1. Respondent certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate the Agreement that may result from this RFQ at its sole option if the Respondent or its subcontractors are found to have submitted a false certification; or if the Respondent, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- 2. If the Agreement that may result from this RFQ is for more than one million dollars, the Respondent certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. pursuant to Section 287.135, F.S., the City may immediately terminate the Agreement that may result from this RFQ at its sole option if the Respondent, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Respondent, its affiliates, in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- 3. The Respondent agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this RFQ. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

#### ACKNOWLEDGMENT, WARRANTY, AND ACCEPTANCE

- 1. Respondent warrants that it is willing, able to, and will comply with all applicable federal, state, county, and local laws, rules and regulations.
- 2. Respondent warrants that it has read, understands, and is willing to and will comply with all of the requirements of the solicitation and any and all addenda issued pursuant thereto.
- 3. Respondent warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the City Manager.
- 4. Respondent warrants that all information provided by it in connection with this proposal is true and accurate.
- 5. I hereby propose to furnish the services specified in the RFQ. I agree that my Proposal will remain firm for a period of 365 days in order to allow the City adequate time to evaluate the Statements of Qualifications.
- 6. I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Statement of Qualification on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.
- 7. I understand that a person or affiliate who has been placed on the convicted Vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity , and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Vendor list.

#### **Ownership Disclosure Affidavit**

1. If the contract or business transaction is with a corporation or company, the full legal name and business address shall be provided for each officer, director, member and manager and each stockholder or member who holds directly or indirectly five percent (5%) or more of the corporation's or company's stock or shares. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows (attach additional sheet, if necessary):

Address	Ownership (%)
	Address

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial, or otherwise) in the contract or business transaction with the City of Doral are (Post Office addresses are not acceptable), as follows (attach additional sheet, if necessary):

Name	Address

#### **Prohibition on Contingent Fees**

The Respondent warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Respondent to solicit or secure this Request for Proposal and the Agreement related thereto and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. The undersigned Respondent is furnishing this statement pursuant to Section 287.055(6)(a), Florida Statutes for the undersigned firm to receive an agreement with the City of Doral, Florida. Respondent understands that for the breach or violation of this provision, the City shall have the right to terminate the resulting agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration. The provisions of this statement shall be incorporated in the resulting agreement, if awarded, as though fully stated therein.

**Respondent Initials** 

## SWORN SIGNATURE OF PROPOSING ENTITY REPRESENTATIVE AND NOTARIZATION FOR ALL ABOVE AFFIDAVITS FOLLOWS ON THE NEXT PAGE.

In the presence of:	Signed, sealed and delivered by:
Witness #1 Print Name:	Print Name:
Witness #2 Print Name:	Title:
ACKNO	DWLEDGMENT
State of Florida	
County of	
The foregoing instrument was acknowledged	d before me by means of physical presence
or online notarization, this day of	, 20, by
(name of person) as	(type of
authority) for(name	of party on behalf of whom instrument is executed).
	Notary Public (Print, Stamp, or Type as Commissioned)
Personally known to me; or	
Produced identification (Type of Ide	ntification:)
Did take an oath; or	
Did not take an oath	



#### 4.0 Immigration Affidavit Certification / E-Verify

This Affidavit is required and should be signed, by an authorized principal of the firm and submitted with formal solicitation submittals. Further, Vendors are required to be enrolled in the E-Verify program (<u>https://www.e-verify.gov/</u>), at the time of the submission of the Vendor's proposal/bid. Acceptable evidence of your enrollment consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company *which will be produced at the time of the submission of the Vendor's proposal/bid or within five (5) day of the Village's Notice of Recommend Award*.

#### FAILURE TO EXECUTE THIS AFFIDAVIT CERTIFICATION AND SUBMIT WITH VENDOR'S PROPOSAL/BID MAY DEEM THE VENDOR'S AS NON-RESPONSIVE.

The of Doral City will not intentionally award a contracts to any Vendor who knowingly employs unauthorized alien workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act ("INA").

The City of Doral may consider the employment by any Vendor of unauthorized aliens a violation of Section 274A (e) of the INA. Such Violation by the recipient of the Employment Provisions contained in Section 274A (e) of the INA shall be grounds for unilateral termination of the contract by the City of Doral.

Vendor attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s), that it is aware of and in compliance with the requirements set forth in Florida Statutes §448.095, and agrees to comply with the provisions of the Memorandum of Understanding with E-Verify and to provide proof of enrollment in The Employment Eligibility Verification System (E-Verify), operated by the Department of Homeland Security in partnership with the Social Security Administration at the time of submission of the Vendor's proposal/bid.

Company Name

Signature

Print Name and Title

State of \_\_\_\_\_

County of \_\_\_\_\_

The foreg	oing instrument was a	cknowledged before me b	y means of $\Box$ physical presence or $\Box$ online notarization, this of	day
of	(month),	(year), by	(name of person acknowledging	g).

(Signature of Notary Public - State of Florida)

Personally Known OR Produced Identification

(Print, Type, or Stamp Commissioned Name of Notary Public)

Type of Identification Produced

#### 5.0 IRS FORM W-9

Please visit the following link for information about IRS Form W-9: https://www.irs.gov/forms-pubs/about-form-w-9

Please complete and submit with the proposal IRS Form W-9, which may be found online by visiting:

https://www.irs.gov/pub/irs-pdf/fw9.pdf

Firm:	
Authorized Signature:	Date:
Print or Type Name:	Title:

# 6.0 RFQ 2023-03 CITY ATTORNEY SERVICES QUESTIONNAIRE

By completing this form and submitting a response to the solicitation, you certify that any and all information contained in the Response is true, that your response to the RFQ is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a response to the RFQ is in all respects fair and without collusion or fraud, that you agree to abide by all terms and conditions of the solicitation, and certify that you are authorized to sign for the Respondent's firm. Some responses may require the inclusion of separate attachments. Separate attachments should be as concise as possible, while including the requested information. Some information may not be applicable; in such instances, please insert "N/A".

1.	Legal Business Name:
2.	Doing Business As / Fictitious Name: (if applicable):
3.	Federal Employer I.D. No. (FEIN):
4.	Website address: (if applicable):
5.	Principal place of business address:
6.	Office location responsible for this project:
	Telephone No.:
7.	Type of business (check appropriate box):
	Corporation (specify the State of Incorporation):
	Sole Proprietor
	Limited Liability Company (LLC)
	Limited Partnership
	General Partnership (State and County filled in)
	Other – Specify:
8.	AUTHORIZED CONTACT(S) FOR YOUR FIRM:
	Name:
	Title:
	E-mail:
	Telephone No

	Name:
	Title:
	E-mail:
	Telephone No
9.	List name and title of each principal, owner, officer, and major shareholder:
	a)
	b)
	c)
	d)
10.	Affiliated Entities of the Principal(s):

List the names and addresses of "affiliated entities" of the Vendor's principal(s) over the last five (5) years (from the solicitation opening deadline) that have acted as a prime Vendor with the City. Affiliated entities of the principal(s) are those entities related to the vendor by the sharing of stock or other means of control, including but not limited to a subsidiary, parent or sibling entity.

a)	
b)	
c)	
d)	_
How many continuous years has your firm been in business ?years.	
Identify your firm's primary business:	

13. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract related to the services your firm provides in the regular course of business within the last five (5) years?

Yes	No No
-----	-------

14. Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Florida Bar, Department of Professional Regulations or any other regulatory agency or professional associations within the last ten (10) years?

Yes

11.

12.

No

15. Has your firm had against it or filed any requests for equitable adjustment, contract claims, RFQ/RFP protests, or litigation in the past ten (10) years that is related to the services your firm provides in the regular course of business?
Yes No
16. Is your firms or any of its principals or officers currently principals or officers of another
organization? If yes, specific details in an attached written response.
Yes No
17. Have any voluntary or involuntary bankruptcy petitions been filed by or against your firm, its parent company, subsidiaries or predecessors organiziation during the last three years? <i>If yes, specify details in an attached written response.</i>
Yes No
18. Participation in Solicitation Development (check one):
I have not participated in the preparation or drafting of any language, scope, or specification that would provide my firm or any affiliate an unfair advantage of securing this solicitation that has been let on behalf of the City of Doral.
I have provided information regarding the specifications and/or products listed in this solicitation that has been let on behalf of the City of Doral. If this box is checked, provide the following:
Name of Person the information was provided:
Title:
Date Information provided:
For what purpose was the information provided?

19. Provide at least three (3) local government or municipal agencies for which your firm is currently providing or has completed services.

## **REFERENCE: #1**

Scope of Work:	
Contract/Project Title:	
Agency:	
Contact Name/Title:	
Contact Telephone:	
Email:	
	Contract Amount:

## **REFERENCE: #2**

Scope of Work:	
Contract/Project Title:	
Agency:	
Contact Name/Title:	
Contact Telephone:	
Email:	
Contract/Project Dates (Month and Year):	_Contract Amount:

#### **REFERENCE: #3**

Scope of Work:
Contract/Project Title:
Agency:
Contact Name/Title:
Contact Telephone:
Email:
Contract/Project Dates (Month and Year):Contract Amount:

### **REFERENCE:**

Scope of Work:	
Contract/Project Title:	
Agency:	
Contact Name/Title:	
Contact Telephone:	
Email:	
Contract/Project Dates (Month and Year):	
<b>REFERENCE:</b>	
Scope of Work:	
Contract/Project Title:	
Agency:	
Contact Name/Title:	
Contact Telephone:	
Email:	
Contract/Project Dates (Month and Year):	Contract Amount:
<b>REFERENCE:</b>	
Scope of Work:	
Contract/Project Title:	
Agency:	
Contact Name/Title:	
Contact Telephone:	
Email:	
Contract/Project Dates (Month and Year):	