



June 28, 2010

MEMORANDUM

TO: District Board of Trustees
FROM: Barbara R. Sloan, President
SUBJECT: RFQ for Legal Services

Item Description:

This item is a request that the Board issue a RFQ for Legal Services.

Overview:

The Board of Trustees maintains the decision to employ professional services of College attorneys.

Salient Facts:

The Attorney is hired by the Board under the authority of Section 1001.64(25), Florida Statutes which authorizes the Board to serve as contracting agent of the College.

Past Actions:

The Board has addressed this item previously by employing the services of College attorneys. The last RFQ was issued in May 2002 and a contract awarded in July 2002.

Future Actions:

The Board will review the proposals submitted for the RFQ for legal services and will award a contract for future year(s).

Funding/Financial Matters:

Funds for this matter are available from Fund 1 operating account.

Staff Resource:

Teresa Smith

Recommended Action:

The Board approve the issuance of the RFQ for legal services.

**THE DISTRICT BOARD OF TRUSTEES
FOR
TALLAHASSEE COMMUNITY COLLEGE**

REQUEST FOR QUALIFICATIONS

**From Qualified Individual Attorneys and Law Firms
Seeking to Provide Legal Services for the
District Board of Trustees
For
Tallahassee Community College**

I. RESPONSE TO THIS REQUEST FOR QUALIFICATIONS (HOW MADE)

The packet of information regarding this request for Qualifications should contain the following:

- Request for Qualifications consisting of 7 pages;
- Proposed Agreement for Private Legal Services.

Individual attorneys and firms responding to this Request for Qualification must submit responses to the information requested.

All Responses to the Request for Qualification (RFQ) will include the original Response cover sheet and the response to the RFQ qualification/evaluation criteria (Part VI).

The Response to the RFQ must be personally signed by the proposer and submitted in a sealed envelope.

There must be one original and five (5) copies of the complete RFQ response. The face of the envelope shall contain, in addition to the College address as specified on page 2, the date and time of the RFQ Response opening and the RFQ number.

It is not necessary to submit a signed copy of the proposed Agreement with the Response. When awarded, an Agreement will be prepared by the College.

Those responses that do not comply with these conditions are subject to rejection.

II. DEADLINE AND LOCATION FOR SUBMITTAL OF RESPONSE

All responses from individual attorneys and law firms with offices in Leon County will be considered. All responses to the Request for Qualification must be received before 2:00 p.m., Eastern Standard Time on August 13, 2010 by:

Deliver or Mail Proposal

Mr. Bobby Hinson
Purchasing Manager
Tallahassee Community College
Administration Building – Rm 110
444 Appleyard Drive
Tallahassee, FL 32304-2895

The delivery of the Response to RFQ to Tallahassee Community College prior to the time and date stated above is solely and strictly the responsibility of the proposer. Hand delivery is encouraged if timely mail delivery is questionable.

III. GENERAL CONDITIONS

Execution of Response – The Response to RFQ must contain a manual signature of an authorized representative in the space provided on page 9. The proposal must be typed or printed in ink.

Response Opening – Responses will be publicly opened and recorded on the date and time specified herein unless changed by addendum. It is the proposer's responsibility to assure that his/her Responses is delivered at the proper time and place of the Response opening. All Responses received after the specified time will not be considered. FAX or telephone Responses are not acceptable. A Response may not be altered after opening of the Responses. NOTE: Response tabulations will be furnished upon written request with an enclosed, self-addressed, stamped envelope. Tabulations will not be provided by telephone.

Prices, Terms, and Payments – Firm prices shall be proposed and include all services rendered to the Board.

Taxes – Tallahassee Community College does not pay sales taxes on direct purchases of services. A copy of the Colleges tax exemption certificate will be provided upon request.

Mistakes – Proposers are expected to examine the conditions, scope of work, rates, extensions, and all instructions pertaining to services involved. Failure to do so will be at the proposer's risk.

Invoicing and Payments – The firm shall be paid upon submission and approval of properly certified invoices to Tallahassee Community College at the price stipulated on the contract at the time of service. An original and electronic copy of the invoice shall be submitted. Invoices must be approved by the District Board of Trustees before payment may be made. Generally, invoices must be submitted by the first of each month in order to be included in the agenda for the mid-month meeting. Payment will be made within one week of approval by the Board of Trustees. Questions regarding deadlines for inclusion in the Board agenda and payments should be directed to Jerry Schilling at 201-8590. The final payment shall not be made until after the contract is complete unless the College has agreed otherwise. Invoices for fees or other compensation for

services or expenses submitted for contractual services shall be submitted in detail sufficient for a proper pre-audit and post-audit. Invoices for any travel expenses shall be submitted in accordance with the rates specified in Section 112.061, F.S.

Interpretation - Any questions concerning this RFQ shall be directed to Mr. Bobby Hinson, Purchasing Manager, Tallahassee Community College, Administration Building, 444 Appleyard Drive, Tallahassee, FL 32304-2895, in writing no later than five (5) days prior to the RFQ Response opening. Inquires must reference the RFQ number and date of Response opening.

Clarifications By Addendum Only – Interpretations, explanations, corrections, and changes in this RFQ will be made by written addendum only. Interpretations, explanations, corrections, and changes to the RFQ made in any other manner will not be binding, and proposers shall not rely on them.

Governmental Restrictions – In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality of the services offered in this Response to RFQ prior to their completion. It shall be the responsibility of the successful proposer to promptly notify the College at once indicating in his letter the specific regulation which requires the alteration. The college reserves the right to accept any alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the College.

Legal Requirements – Applicable provision of all federal, state, county and local laws, and of all ordinances, rules, and regulations shall govern development, submittal, and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a Response and the Board of Trustees, by and through its officers, employees, and authorized representatives; and lack of knowledge by any proposer shall not constitute a cognizable defense against the legal effect thereof.

Liability – On any contract resulting from this RFQ, the proposer shall hold and save the Board of Trustees of Tallahassee Community College harmless against claims by third parties resulting from the contractors' break of this contract or the contractor's negligence.

Advertising – In submitting a Response, proposer agrees not to use the results there from as a part of any commercial advertising unless permission in writing is granted by the College.

Conflict of Interest – Any award hereunder is subject to Chapter 112, Florida Statutes, concerning conflict of interest. All proposers must disclose, with their Response, the name of any officer, director, Board of Trustees, or agent who is also an employee of Tallahassee Community College.

Contingent Fees – The proposer warrants that no person or selling agency has been employed or retained to solicit or secure a contract hereunder for a commission, percentage, brokerage, or contingent fee, excepting bona fide

employees or bona fide established commercial or selling agencies maintained by the proposer for the purpose of securing business. For breach or violation of this warranty, the Board shall have the right to annul any resulting contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

Right to Interview and Reject – The District Board of Trustees, in the sole discretion, may elect to interview all, any, or none of the proposers. The District Board of Trustees for Tallahassee Community College may reserve the right to reject any and all Responses or to waive any minor non-material deviation in any Response received or in this process. Proposers are cautioned to make no assumptions unless their Response has been evaluated as being responsive.

No Contract Until Board Signs Contract – No contract shall be formed between the Board and the successful proposer by the announcement of the Board's selection or the negotiation of a contract. After a contract has been negotiated, the contract between the Board and the successful proposer will not be established until the Board has approved the contract and the written contract has been signed by the Chairman of the Board and by the selected proposer.

Equal Opportunity – The Board of Trustees encourages the participation of minority/women business enterprises (M/WBE) in all contracts at the College. Neither person nor firm shall be excluded from participation in, denied the benefits for, or otherwise discriminated against in conjunction with the award and performance of any Tallahassee Community College procurement on the basis of race, color, religion, national origin, age, sex, disability, or marital status.

Assignment – Any contract issued pursuant to the RFQ and any monies which may become due there under are not assignable except with the prior written approval of the College.

Protests – Any person who is adversely affected by the Board's decision or intended decision concerning a procurement solicitation or contract award and who wants to protest such decision or intended decision shall file a protest within seventy-two (72) hours, in compliance with Section 120.57, F.S. In addition, any protest concerning any claimed conflict, defect, unfairness, or ambiguity in this RFQ, in compliance with Section 120.57, F.S.

Public Records – Any material submitted in response to this RFQ will become a public document pursuant to Chapter 119, F.S. This includes material that the responding proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening, pursuant to Chapter 119, F.S.

Rejection of Proposals – The Board shall have the right to reject any and all proposals and to reject proposals that are in any way incomplete or irregular. The Board reserves the right to reject any proposal of any applicant who has previously failed to perform contracts with governmental agencies, who has failed to complete contracts on time, or who is not in a position to perform the contract.

Nondiscrimination and Compliance – The selected Contractor shall comply with all federal, state, and local laws and ordinances applicable to the work and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work.

IV. BACKGROUND INFORMATION

Tallahassee Community College provides postsecondary instruction to the citizens of Leon, Gadsden, and Wakulla counties (its primary service district). Tallahassee Community College services approximately 15,000 students, and has annual expenditures in excess of \$120 million. The College employs approximately 750 full-time employees and approximately 500 part-time employees.

The Legislature has designated community colleges as political subdivisions of the State of Florida, authorized by law and the Department of Education as an independent legal entity created for the operation of a community college. The Board of Trustees of Tallahassee Community College is comprised of seven (7) members appointed by the Governor and confirmed by the Senate. The President of the College serves as the executive officer and corporate secretary of the Board of Trustees, as well as the chief administrative officer of the community college. All components of the community college and all aspects of its operation are responsible to the Board of Trustees through the President.

V. SCOPE OF WORK

The proposed Agreement attached hereto specifies the duties and responsibilities of each party and should be reviewed carefully. The attorney or law firm will provide complete legal services for the District Board of Trustees for Tallahassee Community College under the terms of the Private Legal Services Agreement. The attorney shall provide personnel ancillary to the furnishing of legal services and office space, all materials, equipment, computer research expense, supplies and facilities necessary for the support of personnel in the performance of these services. The proposed Private Legal Services Agreement attached hereto specifies those costs and expenses which are to be included in the fee and those which are reimbursable. In addition to providing these legal services and providing legal representation of the District Board of Trustees in certain litigation matters, the attorney will be required to attend the monthly Board meetings and any special Board meetings. The attorney(s) will also be responsible for providing legal advice to the President and staff of Tallahassee Community College, which may include drafting and/or reviewing legal instruments. The proposed Private Legal Services Agreement will be awarded on an annual basis by the District Board of Trustees for Tallahassee Community College upon approval of the Agreement.

VI. QUALIFICATION RESPONSES

Each proposer should attach his/her set of typed responses to the following qualification/evaluation criteria:

State the full legal name and organizational structure of the firm. Include the business address, phone number, and attorney(s) to be assigned to the District Board of Trustees for Tallahassee Community College account. Indicate and discuss the fact that your law firm has offices located in Leon County, Florida (a requirement).

State whether the applicant is a member in good standing with the Florida Bar. Explain the circumstances if the applicant has ever been suspended or publicly reprimanded by the Florida Bar.

Describe the educational and professional background, special training, and experience of the attorney(s) to be assigned to provide the required legal services for the District Board of Trustees. Provide a detailed discussion.

Describe the experience of your law firm and the attorney(s) to be assigned to the District Board of Trustees in legal matters relating to governmental units and public entities in legal matters, including experience in litigation.

Describe the experience of your law firm and attorney(s) assigned to the District Board of Trustees in legal matters relating to educational institutions, particularly community colleges, including experience in litigation.

Describe the experience of your law firm and the attorney(s) to be assigned to the District Board of Trustees in legal matters relating to personnel issues, including litigation.

State whether your law firm has the capability to handle all legal matters assigned to it by the District Board of Trustees, or will the firm have to go outside the firm for consultation. If another firm is used, please discuss fully and identify all pertinent details.

Provide a listing of the legal matters within the scope of your law firm's practice.

Explain how the District Board of Trustees will be kept informed in a timely manner of any changes in law that affects its operation.

Explain how the District Board of Trustees will be kept informed in a timely manner of the status of any related litigation or other legal matters in which it is involved.

Explain the capability and availability of the attorney(s) assigned to handle District Board of Trustees' matters on an as-needed and as-requested basis.

Give the name of your professional liability insurer, the amount of coverage provided and the policy number and expiration date. Your liability insurer information should be kept on file with the College Business Office on a current basis.

Give a detailed outline of your fee proposal for the services to be rendered, including any costs that might be incurred. Discuss fully.

Outline innovating approaches in pricing structure and in service parameters as they would relate to your proposal.

Describe the individual's or firm's minority or woman-owned business status, including the number of minorities and women in the office or firm.

Provide three (3) professional references with the contact persons' mailing addresses and telephone numbers.

Disclose any current or past employment or contractual relationship with the Board, any College employee, or board or Trustees member. Disclose any potential conflict of interest not identified above.

Submit any additional information not specifically requested herein above that you deem pertinent to the RFQ.

VII. EVALUATION OF REQUEST FOR QUALIFICATIONS

The evaluation of Responses will be based upon the following and on the responses to the RFQ. The order does not necessarily indicate priority.

- Qualifications
- Experience and capabilities of the firm
- Experience of the personnel who will be working on College matters
- Available legal resources
- Knowledge of educational institutions/public entities
- Cost and fees
- Ability to perform timely
- Martindale-Hubbell AV Firm Rating
- Other factors or conditions affecting the proposer's performance under this RFQ and needs of the District Board of Trustees.

An Evaluation Committee will be selected to review the Responses. The Evaluation Committee will evaluate each proposal submitted in response to the RFQ based upon the above-stated criteria and the responses to the RFQ. The Evaluation Committee will recommend a minimum of three proposers to the District Board of Trustees, which will either approve the recommended contract or further direct the Evaluation Committee to proceed as appropriate.