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[www.broward.edu](http://www.broward.edu)

# BROWARD COLLEGE

**Define yourself.**

**To:** Members of the Board of Trustees

**From:** J. David Armstrong Jr., President

**Date:** February 24, 2009

**Place:** Regular Meeting of the Board of Trustees  
Broward College  
Bldg. 81/Multi-Purpose Room  
7200 Pines Boulevard  
Pembroke Pines, Florida

**Subject:** Agenda Item IX - B- 3 - RFQ for Legal Services

The RFQ (Request for Qualifications) for legal services is released every three years. This is an opportunity to get the Board of Trustees' feedback and direction on this item.



<b>Request for Qualifications (RFQ)</b> RFQ 409-003 General Counsel/Legal Services
<b>Procurement Services Division</b> 225 East Las Olas Boulevard - Suite 616 Fort Lauderdale, Florida 33301 954-201-7455 <a href="http://www.broward.edu/procurement">www.broward.edu/procurement</a>

**Section I: Introduction and Scope**

Broward College (hereinafter referred to as the "College") provides higher education and, technical and occupational training for the residents of Broward County, its district by law. As one of the twenty-eight (28) community colleges in the Florida system, the College is designed to be a community-based institution that offers a comprehensive range of programs responsive to changes in the community and in technology. Within Broward County, Florida and the Greater Fort Lauderdale area, the College operates three main campuses, one urban center, and several satellite centers. For detailed information on the College visit [www.broward.edu](http://www.broward.edu).

The purpose of this RFQ is to seek sealed letters of interest and qualifications from those individuals or firms interested in providing general counsel and legal services to the Board of Trustees of Broward College and college administration. The College's current contract for legal services provides for counsel to be on site for three one-half days per week. The College may maintain or adjust this requirement as needed. Final agreement on this matter and other requirements will be negotiated with the selected respondent. A detailed scope of services required is included in the proposed agreement (Attachment 1) which the College intends to negotiate and enter into with the selected respondent.

**Section II: Submittal Requirements**

All responses to this RFQ should include the following information and be organized in a manner consistent with this section. Responses will be evaluated as established in Section V.

**A. Qualifications:**

1. **Letter of Transmittal.** Transmittal letter should include a brief abstract, including experiences and strengths of respondent, of no more than three letter-size pages stating firm/individual's understanding of the nature and scope of services to be provided and the firm/individual's capacity to assist the College with the required services.
2. **Background and Experience.** Include all the following information necessary to evaluate the respondent's capacity to provide the required services including:
  - (a) **Organizational Structure.** State full name of firm and contact information. Include any previous names the firm has operated under. Respondent must have an office located in Broward County, Florida, preferably within the downtown Fort Lauderdale area. Include name and contact information for attorney(s) to be assigned to the College account.
  - (b) **Licensure and Résumé/Curriculum Vitae.** Submit documentation that attorney(s) to be assigned to the College account is a member in good standing with the Florida Bar Association. Discuss the circumstances if individual has ever been suspended or publicly reprimanded by the Florida Bar Association. Submit résumé/curriculum vitae for individual(s) to be assigned to the College account.

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- (c) **Governmental Experience.** Describe the experiences of the firm and attorney to be assigned to College account with respects to legal matters of governmental/public agencies, including litigation. With specificity, state the legal matters for which respondent may need to seek assistance of outside firm. If another firm is used, discuss fully and identify all pertinent details.
- (d) **References.** Submit a list of at least five (5) current or past clients (within the last three years), similar in size and scope to the College. Submit scope of services provided for each. Public agency and public college/university clients are preferred. Submit contact information for each client.

**B. Cost of Services:**

1. **Fee Schedule.** Submit standard fee schedule for firm/individual. Compensation and billing methodology will be negotiated with the selected respondent.

**Section III: Questions**

Any questions concerning any portion of this RFQ must be submitted no later than close of business (COB) *(insert date)*, in writing, to Beau Mitchell, CPPB - Procurement Coordinator, Goods & Services, Broward College, 225 East Las Olas Boulevard, Fort Lauderdale, Florida 33301. Questions may be emailed to [bmitchel@broward.edu](mailto:bmitchel@broward.edu).

Any questions which require a response which amends the RFQ document in any manner will be answered in writing by the Procurement Services Department to all parties receiving RFQ. No information given in any other matter will be binding on the College.

**Section IV: Submittal Due Date**

Submit sealed responses, to include one (1) ORIGINAL submittal and five (6) complete copies of the same, on or before 2:30 p.m. - (insert date) to:

Alex Denis, CPPO, Associate Vice-President for Procurement Services  
Broward College  
225 East Las Olas Boulevard  
Fort Lauderdale, Florida 33301

ATTENTION: RFQ 409-003, General Counsel / Legal Services  
**FAXED OR EMAILED RESPONSES ARE NOT ACCEPTABLE.**

**Section V: Evaluation and Selection**

Responses will be evaluated based on the information submitted in response to Section II. The College reserves the right to interview one or more respondents prior to selection. The College will select the respondent that is deemed, solely at the discretion of the College, to be in the best interests of the College. An agreement for services shall be executed with the selected respondent. See Attachment 1 for sample agreement. The College reserves the right to reject any and all responses.

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**Section VI: General Terms and Conditions**

1. **Confidential and Proprietary Information:** The College is subject to Chapter 119, Florida Statutes, the "Public Records Law". No claim of confidentiality or proprietary information in all or any portion of a response to the RFQ will be honored unless a specific exemption from the Public Records Law exists and it is cited in the response to the RFQ.
2. **College Privileges:** The College reserves the right to accept or reject any or all qualifications and to award to the respondent who, in the opinion of the College, will best serve the interest of the College. The College reserves the right to reject any respondent who has previously failed to perform on contract(s) of similar nature or who, in the opinion of the College, is not in a position to successfully perform the requirements of the College. The College reserves the right to request additional qualifications if it deems necessary to do so. The College reserves the right to evaluate respondent's performance based on any reference submitted by the respondent or any reference which the College may request from other entities or parties. The College reserves the right to inspect all facilities of respondent in order to make determination of the foregoing. The College reserves the right to waive irregularities and technicalities in the determination of award.
3. **Responsibility of Respondents:** Respondents shall be responsible for reading, understanding completely and complying with the requirements and scope of work of this RFQ.
4. **Minority/Women Business Enterprise (MWBE) Participation:** The College strongly advocates the inclusion of MWBE respondents in all College procurements.
5. **Non-Discrimination:** The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this RFQ because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.
6. **Governing Law:** This RFQ, and any resulting agreement, shall be governed by and construed under the laws of the State of Florida and must have venue established in the Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida.
7. **Public Entity Crimes:** A person or affiliate who has been placed on the State of Florida convicted vendor list following a conviction for a public entity crime may not submit an offer to perform work as a consultant or contract with a public entity, and may not transact business with the College for a period of 36 months from the date of being placed on the convicted vendor list.
8. **Compliance with Laws:** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this RFQ.
9. **Assignment:** Neither this RFQ or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this RFQ including, without limitation, the partial assignment of any right to receive payments from the College.
10. **Place of Performance:** All obligations of the College under the terms of this RFQ are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

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# ATTACHMENT 1 - SAMPLE AGREEMENT

## AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT entered into between the District Board of Trustees of **Broward Community College** (hereinafter called "College") and **Counsel** (hereinafter called "Counsel") for the period \_\_\_\_\_, through \_\_\_\_\_, at the annual retainer of \$\_\_\_\_\_. The retainer shall be payable to **Counsel** in equal monthly installments commencing January 2006. The retainer shall not cover labor relations matters or proceedings, litigation, court costs, administrative hearings for labor relations matters, or out-of-pocket expenses advanced by Counsel on behalf of the College. Counsel shall maintain professional liability insurance coverage in the amount of \$1,000,000.00, at his/her own expense, during the duration of this agreement. Counsel will be an independent contractor.

Such retainer covers normal legal services rendered the College, including but not limited to: establishing during regular College business days a scheduled presence of at least a half day twice per week at the District Administrative offices beginning January 1, 2006, wherein the College will provide an office, telephone and the necessary support services, including but not limited to secretarial services, which Counsel may use as has been customary; preparing or examining legal documents; providing day-to-day legal advice on all routine and special problems arising from normal operations; consulting and advising on legal matters; interpreting and rendering opinions on pertinent laws and court decisions; administrative hearings, requesting Attorney General's opinions when appropriate; researching Statutes, Rules, case law, and related issues in the course of dealing with current operations; and, working in cooperation with the Department of Education General Counsel on matters affecting the College.

For extraordinary services, such as court appearances, or services other than those of a routine nature as outlined above, Counsel shall be compensated at the rate of \$\_\_\_\_\_ per hour. Such special services shall be on specific written authorization of the President and/or the Board of Trustees, and shall be confirmed in writing, and billing for said services shall be identified by Counsel and verified by appropriate College personnel.

Routine expenses such as local phone calls, local facsimile transmissions, routine postage, copy work, printed library materials and local courier, word processing, clerical or secretarial services are overhead and will not be separately compensated.

Non-routine office overhead expenses such as long distance phone calls, long distance facsimile transmissions, long distance courier services, bulk mailings, bulk third-party copying, blueprints, x-rays, photographs and computer-assisted legal research services must be justified to the College and shall be reimbursed based on documented third-party vendor charges. If these charges exceed \$500.00 per month, prior written approval from the College's contract administrator must be obtained by the Counsel. In-house bulk mailings and bulk copying expenses must be supported by usage logs or similar documents. Firm surcharges are not reimbursable.

Justified and reasonable travel expenses which are directly and exclusively related to the professional services rendered under this contract will be reimbursed in accordance with Section 112.061, Florida Statutes. For purposes of computing travel expenses, the Counsel's place of business shall be listed in the preamble to this Agreement and all travel expenses shall be computed on that basis.

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Following the initial 18 month period, this agreement may be renewed on an annual basis by the Board of Trustees. Each year the President shall provide to the Board a written evaluation of the services provided by Counsel. The Board shall review this evaluation and discuss it with Counsel at a regular meeting of the Board.

This administrative appointment is on authority of the District Board of Trustees and carries no tenure provisions.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed this Agreement.

For Broward College:	For Counsel:
SIGNATURE:	SIGNATURE:
PRINT NAME:	PRINT NAME:
TITLE:	TITLE:
DATE SIGNED:	DATE SIGNED:

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