

DEPARTMENTAL INPUT

CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New
 OTR
 Sole Source
 Bid Waiver
 Emergency
 Previous Contract/Project No. CBWRFQ662/663

Contract
 Re-Bid
 Other
 LIVING WAGE APPLIES: YES
 NO

Requisition No./Project No.: RFQ-00460
 TERM OF CONTRACT 7 YEAR(S) WITH 0 YEAR(S) OTR

Requisition /Project Title: County & Authority Bond Counsel Pools

Description: Soliciting proposals for qualified law firms (Senior Counsel) and its associate law firm(s) (Associate Counsel) for the County and Authority Bond Counsel Pools.

Issuing Department: Finance
 Contact Person: Michelle Loren Rapapor
 Phone: 305-375-4029

Estimate Cost:
 Funding Source: GENERAL
FEDERAL
OTHER
Cost Neutral

ANALYSIS

Commodity Codes:	94648			
Contract/Project History of previous purchases three (3) years Check here <input type="checkbox"/> if this is a new contract/purchase with no previous history.				
	EXISTING	2ND YEAR	3RD YEAR	
Contractor:	See E-mail			
Small Business Enterprise:				
Contract Value:				
Comments:				

Continued on another page (s):
 YES
 NO

RECOMMENDATIONS

	Set-aside	Sub-contractor goal	Bid preference	Selection factor
SBE				

Basis of recommendation:
Evaluation and rank.

Signed: Michelle Loren Rapaport	Date sent to SBD: 10/29/2016
	Date returned to DPM:

This document is a draft of a planned solicitation and is subject to change without notice.



**REQUEST FOR QUALIFICATIONS (RFQ) No. 00000
FOR
COUNTY BOND AND AUTHORITY BOND COUNSEL POOLS**

PRE-PROPOSAL CONFERENCE TO BE HELD:

_____, 2016 at ____:00 AM (local time)
111 NW 1st Street, 13th Floor, Conf. Rm. ____, Miami, Florida

ISSUED BY MIAMI-DADE COUNTY:

Internal Services Department, Procurement Management Services Division
for the
Finance Department

COUNTY CONTACT FOR THIS SOLICITATION:

Michelle Loren Rapaport, Procurement Contracting Manager
111 NW 1st Street, Suite 1300, Miami, Florida 33128
Telephone: (305) 375-4029
E-mail: michelle.rapaport@miamidade.gov

PROPOSAL RESPONSES DUE:

INSERT DATE AND TIME

IT IS THE POLICY OF MIAMI-DADE COUNTY THAT ALL ELECTED AND APPOINTED COUNTY OFFICIALS AND COUNTY EMPLOYEES SHALL ADHERE TO THE PUBLIC SERVICE HONOR CODE (HONOR CODE). THE HONOR CODE CONSISTS OF MINIMUM STANDARDS REGARDING THE RESPONSIBILITIES OF ALL PUBLIC SERVANTS IN THE COUNTY. VIOLATION OF ANY OF THE MANDATORY STANDARDS MAY RESULT IN ENFORCEMENT ACTION. (SEE IMPLEMENTING ORDER 7-7)

Electronic proposal responses to this RFQ are to be submitted through a secure mailbox at BidSync until the date and time as indicated in this document. It is the sole responsibility of the Proposer to ensure its proposal reaches BidSync before the Solicitation closing date and time. There is no cost to the Proposer to submit a proposal in response to a Miami-Dade County solicitation via BidSync. Electronic proposal submissions may require the uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as separate files. All proposals received and time stamped through the County's third party partner, BidSync, prior to the proposal submittal deadline shall be accepted as timely submitted. The circumstances surrounding all proposals received and time stamped after the proposal submittal deadline will be evaluated by the procuring department in consultation with the County Attorney's Office to determine whether the proposal will be accepted as timely. Proposals will be opened promptly at the time and date specified. The responsibility for submitting a proposal on or before the stated time and date is solely and strictly the responsibility of the Proposer. The County will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence. All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne by the Proposer(s).

A Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the proposal due date. The County will only consider the latest version of the proposal. For competitive bidding opportunities available, please visit the County's Internal Services Department website at: <http://www.miamidade.gov/procurement/>.

Requests for additional information or inquiries must be made in writing and submitted using the question/answer feature provided by BidSync at www.bidsync.com. The County will issue responses to inquiries and any changes to this Solicitation it deems necessary in written addenda issued prior to the proposal due date (see addendum section of BidSync Site). Proposers who obtain copies of this Solicitation from sources other than through BidSync risk the possibility of not receiving addenda and are solely responsible for those risks.

1.0 PROJECT OVERVIEW AND GENERAL TERMS AND CONDITIONS

1.1 Introduction

- Miami-Dade County (County), as represented by the Miami-Dade County Finance Department, is soliciting proposals from Joint Ventures (Proposers) consisting of nationally recognized bond counsel law firms (Senior Counsel) and its associate law firm(s) (Associate Counsel) interested in serving in the following two (2) Pools: County Bond Counsel Pool; and
- Authority Bond Counsel Pool.

Each Pool will consist of up to three (3) selected Proposers. Proposers may respond to as many of the above referenced Pools as desired; however, Proposers must respond to each Pool separately (following the instructions in Section 3.0, Response Requirements). The County anticipates the establishment of each Pool for a period of seven (7) years.

Appointment to a Pool does not constitute a contract between the County and a selected Proposer, but rather, it merely creates an opportunity for that selected Proposer to be considered by the County to serve as counsel as needed. Thus, there is no guarantee that a selected Proposer will receive an assignment. The County, however, will assign work to the members in the Pool in its sole discretion with a view toward an equal division of work based on compensation earned and quantity of work. Whenever a selected Proposer is assigned to a particular bond transaction, it shall confirm such assignment in writing to the County prior to commencing its representation.

The Pools will be recommended for establishment in the following prioritized order:

- First: County Bond Counsel Pool
- Second: Authority Bond Counsel Pool

A separate solicitation for Disclosure Counsel Pool will be conducted.

Once a Proposer is selected for one (1) Pool, it shall be assigned exclusively to such Pool and it is ineligible to be selected for the other Pools. Given the Pools priority order of establishment and since a selected Proposer is not eligible to serve in more than one Pool, any Proposer recommended for the County Bond Counsel Pool will not be recommended for selection to the Authority Bond Counsel Pool or Disclosure Counsel Pool. Any Proposer recommended for the County Bond Counsel Pool or Authority Bond Counsel Pool will not be recommended for the Disclosure Bond Counsel Pool.

The anticipated schedule for this Solicitation is as follows:

- Solicitation Issued: xxx
- Pre-Proposal Conference: See front cover for date, time, and place. Attendance is recommended but not mandatory. If you need a sign language interpreter or materials in accessible format for this event, please call the ADA Coordinator at (305) 375-3566 or email hjwrig@miamidadecounty.gov at least five (5) days in advance.
- Deadline for Receipt of Questions via BidSync: xxx
- Proposal Due Date: See front cover for date and time.

Evaluation Process:
Projected Award Date:

XXX
XXX

1.2 Definitions

The following words and expressions used in this Solicitation shall be construed as follows, except when it is clear from the context that another meaning is intended:

1. The words "Associate Counsel" to mean a firm with a Miami-Dade County office as of the date of this RFQ submission with at least one (1) attorney on staff who will be assigned to work with Senior Counsel and who is an active member of the Florida Bar in good standing.
2. The word "Authorities" means the Miami-Dade County Educational Facilities Authority, Miami-Dade County Health Facilities Authority, Housing Finance Authority of Miami-Dade County, and the Miami-Dade Industrial Development Authority.
3. The words "Authority Bond Counsel" to mean the selected Proposer to be assigned exclusively to serve the County on its bond/debt transactions and other public finance matters.
4. The words "Bond Counsel Assignment Committee" to mean a five (5) member Committee comprised of representatives of the Finance Department, County Attorney's office and Deputy Mayor's Office.
5. The word "Contractor" to mean the Proposer that receives any award of a contract from the County as a result of this Solicitation, also to be known as "the prime Contractor".
6. The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
7. The words "County Bond Counsel" to mean the selected Proposer to be assigned exclusively to serve the Authorities on their bond/debt transaction and other public finance matters.
8. The words "Development Plan" to mean a brief and concise summary, no more than two (2) pages, explaining how the Senior Counsel plans to assist the Associate Counsel in its efforts to expand its experience in public finance as detailed further in Section 2.2.4.D.
9. The words "Joint Venture" shall mean an association of two or more law firms under a contractual agreement to conduct a specific business enterprise for a specified period.
10. The word "Pool" to mean the selected proposers approved for inclusion into the Pool.
11. The word "Proposal" to mean the properly signed and completed written submission in response to this solicitation by a Proposer for the Services, and as amended or modified through negotiations.
12. The word "Proposer" to mean the person, firm, entity or organization, as stated on the Solicitation Submittal Form, submitting a response to this Solicitation.
13. The words "Senior Counsel" to mean a nationally recognized bond counsel firm by virtue of its firm being listed in the category "Municipal Bond Attorneys" of The Bond Buyer's Municipal Marketplace (Red Book).
14. The words "Scope of Services" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor.
15. The word "Solicitation" to mean this Request for Qualifications (RFQ) document, and all associated addenda and attachments.
16. The word "Subcontractor" to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Services to the County, whether directly or indirectly, on behalf of the Contractor.
17. The words "Work", "Services", "Program", or "Project" to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services and the terms and conditions of this Solicitation.

1.3 General Proposal Information

The County may, at its sole and absolute discretion, reject any and all or parts of any or all responses; accept parts of any and all responses; further negotiate project scope and fees; postpone or cancel at any time this Solicitation process; or waive any irregularities in this Solicitation or in the responses received as a result of this process. In the event that a Proposer wishes to take an exception to any of the terms of this Solicitation, the Proposer shall clearly indicate the exception in its proposal. No exception shall be taken where the Solicitation specifically states that exceptions may not be taken. Further, no exception shall be allowed that, in the County's sole discretion, constitutes a material deviation from the requirements of the Solicitation. Proposals taking such exceptions may, in the County's

sole discretion, be deemed non-responsive. The County reserves the right to request and evaluate additional information from any Proposer regarding Proposer's responsibility after the submission deadline as the County deems necessary.

The submittal of a proposal by a Proposer will be considered a good faith commitment by the Proposer to negotiate with the County in substantially similar terms to the proposal offered and, if successful in the process set forth in this Solicitation and subject to its conditions, to enter into a contract substantially in the terms herein. Proposals shall be irrevocable until contract award unless the proposal is withdrawn. A proposal may be withdrawn in writing only, addressed to the County contact person for this Solicitation, prior to the proposal due date or upon the expiration of 180 calendar days after the opening of proposals.

Proposers are hereby notified that all information submitted as part of, or in support of proposals will be available for public inspection after opening of proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Record Law". The Proposer shall not submit any information in response to this Solicitation which the Proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to Proposer. In the event that the Proposer submits information to the County in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the proposal as protected or confidential, the County may, in its sole discretion, either (a) communicate with the Proposer in writing in an effort to obtain the Proposer's written withdrawal of the confidentiality restriction or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. Under no circumstances shall the County request the withdrawal of the confidentiality restriction if such communication would in the County's sole discretion give to such Proposer a competitive advantage over other proposers. The redaction or return of information pursuant to this clause may render a proposal non-responsive.

Any Proposer who, at the time of proposal submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, may be found non-responsive. To request a copy of any ordinance, resolution and/or administrative order cited in this Solicitation, the Proposer must contact the Clerk of the Board at (305) 375-5126.

1.4 **Cone of Silence**

Pursuant to Section 2-11.1(t) of the Miami-Dade County Code, as amended, a "Cone of Silence" is imposed upon each RFP or RFQ after advertisement and terminates at the time a written recommendation is issued. The Cone of Silence prohibits any communication regarding RFPs or RFQs between, among others:

- potential Proposers, service providers, lobbyists or consultants **and** the County's professional staff including, but not limited to, the County Mayor and the County Mayor's staff, County Commissioners or their respective staffs;
- the County Commissioners or their respective staffs **and** the County's professional staff including, but not limited to, the County Mayor and the County Mayor's staff; or
- potential Proposers, service providers, lobbyists or consultants, any member of the County's professional staff, the County Mayor, County Commissioners or their respective staffs **and** any member of the respective Competitive Selection Committee.

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Services Section, the responsible Procurement Contracting Officer, provided the communication is limited strictly to matters of process or procedure already contained in the solicitation document;

- oral communications at pre-proposal conferences and oral presentations before Competitive Selection Committees during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting;
- recorded contract negotiations and contract negotiation strategy sessions; or
- communications in writing at any time with any county employees, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP or RFQ documents.

When the Cone of Silence is in effect, all potential vendors, service providers, bidders, lobbyists and consultants shall file a copy of any written correspondence concerning the particular RFP or RFQ with the Clerk of the Board, which shall be made available to any person upon request. The County shall respond in writing (if County deems a response necessary) and file a copy with the Clerk of the Board, which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Clerk of the Board at clerkbcc@miamidade.gov.

All requirements of the Cone of Silence policies are applicable to this Solicitation and must be adhered to. Any and all written communications regarding the Solicitation are to be submitted only to the Procurement Contracting Officer with a copy to the Clerk of the Board. The Proposer shall file a copy of any written communication with the Clerk of the Board. The Clerk of the Board shall make copies available to any person upon request.

1.5 Communication with Competitive Selection Committee Members

Proposers are hereby notified that direct communication, written or otherwise, to Competitive Selection Committee members or the Competitive Selection Committee as a whole are expressly prohibited. Any oral communications with Competitive Selection Committee members other than as provided in Section 2-11.1 of the Miami-Dade County Code are prohibited.

1.6 Public Entity Crimes

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

1.7 Lobbyist Contingency Fees

- a) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.
- b) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependent on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Mayor or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

1.8 Collusion

In accordance with Section 2-8.1.1 of the Code of Miami-Dade County, where two (2) or more related parties, as defined herein, each submit a proposal for any contract, such proposals shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such proposals. Related parties shall mean Proposer or the principals thereof which have a direct or indirect ownership interest in another Proposer for the same

contract or in which a parent company or the principals thereof of one Proposer have a direct or indirect ownership interest in another Proposer for the same contract. Proposals found to be collusive shall be rejected. Proposers who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

1.9 Contract Measures

This Solicitation includes contract measures for Miami-Dade County Certified Small Business Enterprises (SBE's) pursuant to Sections 2-8.1.1.1.1 and 2.1.1.1.2 of the Code of Miami-Dade County as follows:

Set-aside:

This Solicitation is set-aside for SBE's.

Subcontractor Goal:

% SBE subcontractor goal is applicable. The purpose of a subcontractor goal is to have portions of the work under the prime contract performed by available subcontractors that are certified SBEs for contract values totaling not less than the percentage of the prime contract value set out in this Solicitation. Subcontractor goals may be applied to a contract when estimates made prior to solicitation advertisement identify the quality, quantity and type of opportunities in the contract and SBEs are available to afford effective competition in providing a percentage of these identified services. Proposers shall submit a completed Schedule of Intent Affidavit (Form SBD 504) at the time of proposal identifying all SBEs to be utilized to meet the subcontractor goal. The Schedule of Intent Affidavit shall specify the scope of work and commodity code the SBE will perform. The Schedule of Intent Affidavit constitutes a written representation by the Proposer that to the best of the Proposer's knowledge the SBEs listed are available and have agreed to perform as specified, or that the Proposer will demonstrate unavailability. The Schedule of Intent form can be found at <http://www.miamidade.gov/business/library/forms/sbe-soi.pdf>.

The participating SBE firms (or joint ventures) must have a valid Miami-Dade County SBE certification by the proposal submittal deadline of this Solicitation, as well as, meet all other requirements. Additional information regarding Miami-Dade County's Small Business Enterprise Program, including new amendments to the program, is available on the Small Business Development's website <http://www.miamidade.gov/business/business-certification-programs-SBE.asp>.

(If Selection Factor use Section 4.4 and delete above section.)

Comment [RM(1): Needs to be determined by SBD. Will update once SBD has provided their input.

1.10 Vendor Registration / Conflict of Interest

a) Vendor Registration

Prior to being recommended for appointment to the Pool and for the duration of the Pool, both the Senior Counsel and Associate Counsel, independently, shall be a registered vendor with the County – Internal Services Department, Procurement Management Division. In becoming a Registered Vendor with Miami-Dade County, the Proposer confirms its knowledge of and commitment to comply with the following:

- | | |
|---|---|
| 1. Miami-Dade County Ownership Disclosure Affidavit
(Section 2-8.1 of the County Code) | 4. Miami-Dade Disability and Nondiscrimination Affidavit
(Section 2-8.1.5 of the County Code) |
| 2. Miami-Dade County Employment Disclosure Affidavit
(Section 2-8-1(d)(2) of the County Code) | 5. Miami-Dade County Debarment Disclosure Affidavit
(Section 10.38 of the County Code) |
| 3. Miami-Dade Employment Drug-free Workplace Certification | |

6. **Miami-Dade County Vendor Obligation to County Affidavit**
(Section 2-8.1 of the County Code)

7. **Miami-Dade County Code of Business Ethics Affidavit**
(Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)

8. **Miami-Dade County Family Leave Affidavit**
(Article V of Chapter 11 of the County Code)

9. **Miami-Dade County Living Wage Affidavit**
(Section 2-8.9 of the County Code)

10. **Miami-Dade County Domestic Leave and Reporting Affidavit**
(Article 8, Section 11A-60 11A-67 of the County Code)

11. **Subcontracting Practices**
(Ordinance 97-35)

12. **Subcontractor /Supplier Listing**
(Section 2-8.8 of the County Code)

13. **Environmentally Acceptable Packaging**
(Resolution R-738-92)

14. **W-9 and 8109 Forms**
(as required by the Internal Revenue Service)

15. **FEIN Number or Social Security Number**
b) Conflict of Interest

Section 2-11.1(d) of Miami-Dade County Code requires that any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first request a conflict of interest opinion from the County's Ethics Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

1.11 **Inspector General Reviews**

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of

In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

- Identification of individual account records
- To make payments to individual/Contractor for goods and services provided to Miami-Dade County
- Tax reporting purposes
- To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records

16. **Office of the Inspector General**
(Section 2-1076 of the County Code)

17. **Small Business Enterprises**
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.

18. **Antitrust Laws**
By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. **Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.**

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

1.12 County User Access Program (UAP)

UAP only applies to fees earned by the selected Proposers when letters of engagement are issued for special bond counsel services, SEC compliance matters (and special counsel services (2.5.1.3))

a) User Access Fee

Pursuant to Section 2-8.10 of the Miami-Dade County Code, this Contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Contract, or any contract resulting from the solicitation referenced on the first page of this Contract, and the utilization of the County Contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all Contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Contractor providing goods or services under this Contract shall invoice the Contract price and shall accept as payment thereof the Contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Contractor participation in this invoice reduction portion of the UAP is mandatory.

b) Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County Contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Contractor must obtain the participation number from the entity prior to filling any order placed pursuant to this Section. Contractor participation in this joint purchase portion of the UAP, however, is voluntary. The Contractor shall notify the ordering entity, in writing, within three (3) business days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Contractor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Contractor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Contractor and shall be paid by the ordering entity less the 2% UAP.

c) Contractor Compliance

If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County.

1.13 Audits

The County, or its duly authorized representatives or governmental agencies, shall until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to Section 2-481 of the Miami-Dade County Code, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds.

The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

2.0 SCOPE OF SERVICES

2.1 Background

Miami-Dade County (County), as represented by the Miami-Dade County Finance Department, is soliciting proposals for qualified law firms (Senior Counsel) and its associate law firm(s) (Associate Counsel), collectively known as the Proposer, interested in serving in the following bond related Pools:

- **County Bond Counsel Pool** – selected Proposers shall be assigned exclusively to (i) County bond or debt transactions as bond counsel for which they shall render an approving opinion; and (ii) public finance matters involving the County or any of its Departments as special bond counsel. The selected Proposers will serve as bond counsel and special bond counsel exclusively for the County and its Departments on an as needed basis.
- **Authority Bond Counsel Pool** – selected Proposers shall be assigned to bond counsel Services for the issuance of municipal bonds through the County's peripheral Authorities (including but not limited to the Housing Finance Authority, Industrial Development Authority, Educational Facilities Authority, and the Health Facilities Authority). The selected Proposers shall be assigned exclusively to the County's peripheral Authorities' bond transactions on an as needed basis.

2.2 Requirements and Qualifications

The below requirements and qualifications are requirements and qualifications for all Pools.

1. Preferred Qualification Requirements

The minimum qualification requirements for this Solicitation is:

- A. The Senior Counsel for each Proposer shall have its law firm listed within the category "Municipal Bond Attorneys" of The Bond Buyer's Municipal Marketplace (Red Book) for 2014, 2015 and Fall 2016. The County reserves the right to request additional documentation if necessary to determine the Proposer's compliance with this qualification requirement.

NOTE: It is clearly understood and confirmed with The Bond Buyer's Municipal Marketplace's (Red Book) Editorial Department, that only firms are eligible for inclusion in the Red Book under this caption and not individual attorneys. If a Red Book firm lists some of their attorneys under the firm's name caption, it is clearly an option of the firm at time of application for consideration and subsequent inclusion in the Red Book, and does not constitute that said member has been individually included as a Red Book attorney. **Therefore, the fact that an individual has been listed in the Red Book does not in and of itself qualify a firm which employs that individual as having Red Book status.**

Note: The above requirements are also a continuing condition of award, as the selected Proposers must maintain these minimum qualifications throughout the duration of the contract and any extension period.

2. Senior Counsel Qualifications

Senior Counsel must have:

- A. An office where Services related to this RFQ shall be performed, in the State of Florida throughout the duration of the Pool;
- B. On staff at least one (1) attorney experienced as a bond counsel who is an active member of the Florida Bar in good standing as of the Submission Due Date of this RFQ and throughout the duration of the Pool;
- C. On staff at least one (1) attorney certified as Tax Counsel for Municipal Tax Exempt issuances who is an active member of the Florida Bar in good standing as of the Submission Due Date of this RFQ and throughout the duration of the Pool; and
- D. Malpractice insurance as applicable for the type of work described in this RFQ as of the Submission Due Date and throughout the duration of the Pool.

Comment [RM(2)]: This may be a minimum requirement. Can they perform the work under this project if they are not an active member of the Florida Bar? If not, then we will leave as is. However, if they must be attorneys, we may need to add a minimum requirement that outlines them being a member of the bar for any state. Let's discuss.

Comment [RM(3)]: Same question as above.

3. Associate Counsel Qualifications

Associate must have:

- A. Must be a Small Business as further detailed in Section 1.2, Definitions, of this Solicitation.
- B. Malpractice insurance as applicable for the type of work described in this RFQ as of the Submission Due Date and throughout the duration of the Pool.

4. Senior Counsel/Associate Counsel Relationship and Joint Venture Requirements

The Proposer shall be a Joint Venture which meets the following:

- A. The Joint Ventures shall be comprised of a firm qualified as a nationally recognized bond counsel firm by virtue of its firm being listed in the category "Municipal Bond Attorneys" of *The Bond Buyer's Municipal Marketplace* (Red Book) for the three (3) consecutive years immediately preceding the Submission Due Date of this RFQ (Senior Counsel) and one (1) or two (2) small law firms (Associate Counsel). Note: Associate Counsel may be a member of only one (1) Proposer with respect to all three (3) Pools.
- B. Each Senior Counsel must designate one (1) or two (2) law firm(s) that meets the requirements set forth in Section 2.2.3 as its Associate Counsel, which will serve as co-bond counsel with the Senior Counsel, if selected. The County expects the Associate Counsel to share in the performance of the work as a co-bond counsel and not as a subcontractor. **It is the responsibility of the Senior Counsel to make certain that the Associate Counsel identified in its submission as its Associate Counsel is not listed by any other Proposer.**

- C. The Senior Counsel/Associate Counsel relationship must be contractually arranged prior to the Submission Due Date of this RFQ. Such contractual arrangements shall incorporate all representations made in the submission, particularly those discussed in the Development Plan as described below. This agreement shall be included as part of the Proposer Information.
- D. The Senior Counsel shall establish the Development Plan, which is a brief and concise summary, no more than two (2) pages, explaining how the Senior Counsel plans to assist the Associate Counsel in its efforts to expand its experience in public finance. Assuming a seven-year duration period for each Pool, the plan will describe in detail how the legal or operational capabilities of the Associate Counsel with respect to municipal finance will be enhanced through the Senior Counsel/Associate Counsel agreement. This narrative will include a description of the current expertise of the Associate Counsel, the division of work and fees contemplated under the Senior Counsel/Associate Counsel agreement, formal training, if any, and the projected progress of the development of the Associate Counsel shown against a timeline.

2.3 County and Authority Bond Counsel Pools

1. **Services to be Provided**

As Bond or Authority Counsel to the County the scope of services may include, but not be limited to, the following:

- 2.3.1.1 Reviewing legal issues and any other questions in consultation with the County or Authorities relating to the structure of the bond issue;
- 2.3.1.2 Preparation of all documents necessary to implement the transaction including, but not limited to, resolutions, bond ordinances, trust indentures, notice of sale, supplemental resolutions, loan agreements, escrow agreements, credit enhancement commitments and related documentation, tax compliance certificate, swap agreements, and closing documents;
- 2.3.1.3 Attending Board of County Commissioners, Authority, and other working group meetings relating to the issuance of debt;
- 2.3.1.4 Reviewing or preparing those sections of the offering document to be disseminated in connection with the sale of the bonds, financing documents, bond counsel opinion, and tax exemption;
- 2.3.1.5 Reviewing bond purchase contract for the bonds;
- 2.3.1.6 Rendering the bond counsel opinion regarding the validity and binding effect of the bonds, the source of payment and security for the bonds, and the excludability of interest on the bonds from gross income for federal income tax purposes and/or State income tax purposes;
- 2.3.1.7 Preparing the official transcript for the bond issue and delivering it in a timely manner in both professionally bound form and high-quality, searchable electronic form; Providing other legal opinions as required;
- 2.3.1.8 Keeping the County and Authorities informed of rulings issued by federal and State regulatory agencies including, but not limited to, the U.S. Securities Exchange Commission, Internal Revenue Service and Municipal Securities Rulemaking Board, which impact the issuance of the bonds and/or administration of the bond program; and
- 2.3.1.9 Be assigned by the County to serve as special bond counsel from time to time on public finance matters involving the County, any of its departments, or the Authorities.

Letters of engagement shall be issued by selected Proposer when a special bond counsel matter is assigned by the County or Authority. Such letters shall include a description of the work to be performed and an estimate of the fees based on the hourly rates set forth in **Attachment A, County Bond Counsel & Authority Counsel Pool Fees Scale**, of this RFQ. Each letter shall be reviewed and approved by the Finance Director (or designee) at his/her sole discretion.

Comment [CE(4)]: Check to see if any of the Authorities have their own hourly rate

With respect to bond counsel services described in this Solicitation, the terms of this RFQ, **Attachment A and Attachment C** are applicable only since there is not separate engagement letter or contract with respect to such bond counsel service. When the County or Authority makes a special bond counsel appointment, the letter of engagement takes precedence over this RFQ and the RFQ takes precedence over the Proposer's Submission if a conflict arises.

2. **County Bond Counsel Fees**

- 2.3.2.1** Fees for the Services described in Section 2.3.1 (and its applicable subsections) above are set forth in the fee schedule attached as **Attachment A** to this RFQ and are due only when the bond transaction closes (i.e., no closing, no payment), and after receipt of an invoice in a form acceptable to the County. Before the commencement of any special bond counsel matter, the selected Proposers shall provide the County with an engagement letter which sets forth an approximate fee and expenses for the matter based on the hourly rates set forth in **Attachment A**. Travel related expenses will be reimbursed adhering to the County's Travel Policy and Procedures manual as set forth in **Attachment C**. Payment for special bond counsel matters shall be paid by the County after the receipt of an invoice in a form acceptable to the County.
- 2.3.2.2** Actual and verified out-of-pocket expenses for both the Senior Counsel and its Associate Counsel, not exceeding, in the aggregate, \$10,000 for each transaction described (and its applicable subsections) above, shall be paid only upon closing, and after receipt of an invoice in a form acceptable to the County. Travel related expenses will be reimbursed adhering to the County's Travel Policy and Procedures manual as set forth in **Attachment C**.
- 2.3.2.3** **Attachment A** lists compensation for the previous bond transactions from inception of the current pool, February 2010 through September 2016. Note: This Attachment is for informational purposes only and does not represent the compensation to be paid as a result of assignments distributed to the selected Proposers as a result of this RFQ.

3. Authority Counsel Fees

2.3.3.1 TO BE FILLED IN

4. Other Provisions

- 2.3.4.1** All attorneys who will work on County matters, directly or indirectly, must be employed on a full time basis by the Senior Counsel or the Associate Counsel for at least one year prior to working on this project.
- 2.3.4.2** Once selected to serve in the County or Authority Bond Counsel Pool, the Senior Counsel and the Associate Counsel, individually or together, shall not serve as counsel to any underwriter on a County or Authority transaction without a waiver.
- 2.3.4.3** Once selected to serve in the County Bond Counsel Pool, the Senior Counsel and the Associate Counsel, individually or together, are not precluded from representing third parties, other than underwriters, in Authority bond transactions or in other matters involving the Authority or the County, so long as they comply with the County's policy regarding conflict of interest waivers. The current policy on conflict of interest waivers permits bond counsel to represent third parties in legal matters involving the County other than litigation so long as such representation does not challenge the authority of the Board, a Board policy or the constitutionality or legality of a County Code provision. A request for a conflict of interest waiver shall be presented to the County Attorney in writing. Such a request is routinely granted for matters that meet the criteria in the previous sentence. With respect to litigation adverse to the County, Senior Counsel and/or Associate Counsel may present a written request for a conflict of interest waiver to the County Attorney to submit to the County Commission for consideration on a case by case basis. If a conflict of interest waiver is not granted, Senior Counsel and/or Associate Counsel shall not undertake the representation of a third party in any matter involving the County.

Comment [CE(5): Should this say "permitted to represent"

Comment [CE(6): Once selected can Authority Counsel serve any underwriter?

Comment [CE(7): Juliette -- Is this ok?

2.4 Pool Structure

The County has separated its Bond Counsel Services into two (2) Pools for this Solicitation. They are referred to as:

- County Bond Counsel Pool
- Authority Bond Counsel Pool

A separate solicitation for Disclosure Bond Counsel Pool will be conducted.

2.4.1 Pool Size

The size of the two (2) Pools shall consist of up to three (3) selected Proposers. Proposers selected to serve in a Pool shall be assigned exclusively to that Pool. Proposers selected to serve in the County Bond Counsel Pool are not eligible to serve in the Authority Bond Counsel Pool or Disclosure Counsel Pool.

2.4.2 Assignment of Work

Proposers selected for any Pool shall be initially rotated onto bond transactions based on the overall ranking (as set forth in Section 4.7) of the selected Proposers' submissions (highest ranked Proposer will receive first bond assignment, followed by second then third highest ranked). Once all three (3) selected Proposers receive their first assignment, the Bond Counsel Assignment Committee thereafter will assign work to selected Proposers with a view toward an equal division of work based on compensation earned and quantity of work over the term of the Pool.

2.6.3 Removal from Pool

2.6.3.1 If either the Senior Counsel or Associate Counsel terminates the agreement establishing their relationship, or their municipal finance capability is materially altered for any reason whatsoever, or if during the term of the Pool, either the Senior Counsel or Associate Counsel fails to comply with Section 2.0, Scope of Services, the selected Proposer shall be removed from the Pool. However, if termination of the agreement is due to circumstances beyond the control of the surviving counsel, at the County's sole discretion and upon approval of the Board, the surviving counsel may be permitted to make a counsel substitution so long as documentation evidencing that applicable requirements set forth in this Solicitation have been met.

3.0 RESPONSE REQUIREMENTS

3.1 Submittal Requirements

In response to this Solicitation, Proposer should complete and return the entire Proposal Submission Package. **Proposers shall submit the Proposer Information Section to be considered for award.** Proposers should carefully follow the format and instructions outlined therein. All documents and information must be fully completed and signed as required and submitted in the manner described.

The proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the proposed services. However, overly elaborate responses are not requested or desired.

4.0 EVALUATION PROCESS

4.1 Review of Proposals for Responsiveness

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in this Solicitation. A responsive proposal is one which follows the requirements of this Solicitation, includes all documentation, is submitted in the format outlined in this Solicitation, 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.

4.2 Evaluation Criteria

Proposals will be evaluated by a Competitive Selection Committee which will evaluate and rank proposals for each Pool on criteria listed below. The Competitive Selection Committee will be comprised of appropriate County personnel and members of the community, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the Competitive Selection Committee is balanced with regard to both ethnicity and gender. For each Pool, proposals will be scored and ranked separately. The criteria are itemized with their respective weights for a maximum total of one hundred (100) points per Competitive Selection Committee member.

<u>Technical Criteria</u>	<u>Points</u>
1. Senior Counsel's qualifications, experience and past performance related to providing the type of services requested in this Solicitation.	25
2. Associate Counsel's qualifications, experience and past performance related to providing the type of services requested in this Solicitation.	15
3. Relevant experience and qualifications of Senior Counsel's	25

key personnel that will be assigned to this project.

4.	Relevant experience and qualifications of Associate Counsel's key personnel that will be assigned to this project.	10
5.	Proposer's approach to providing the services requested in this Solicitation	25
Total		100

4.3 Oral Presentations

Upon evaluation of the criteria indicated above, rating and ranking, the Competitive Selection Committee may choose to conduct an oral presentation with the Proposer(s) which the Competitive Selection Committee deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. (See Affidavit – "Lobbyist Registration for Oral Presentation" regarding registering speakers in the proposal for oral presentations.) Upon completion of the oral presentation(s), the Competitive Selection Committee will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation.

4.4 Selection Factor

This Solicitation includes a selection factor for Miami-Dade County Certified Small Business Enterprises (SBE's) as follows. A SBE/Micro Business Enterprise is entitled to receive an additional ten percent (10%) of the total technical evaluation points on the technical portion of such Proposer's proposal. An SBE/Micro Business Enterprise must be certified by Small Business Development for the type of goods and/or services the Proposer provides in accordance with the applicable Commodity Code(s) for this Solicitation. For certification information contact Small Business Development at (305) 375-2378 or access <http://www.miamidade.gov/business/business-certification-programs-SBE.asp>. The SBE/Micro Business Enterprise must be certified by proposal submission deadline, at contract award, and for the duration of the contract to remain eligible for the preference. Firms that graduate from the SBE program during the contract may remain on the contract.

OR

A Selection Factor is not applicable to this Solicitation.

OR

(If no points are assigned to evaluation criteria, include the following in addition to above paragraph):

Whenever there are two best ranked proposals that are substantially equal and only one of the two so ranked proposals is submitted by a Proposer entitled to a selection factor, the selection factor shall be the deciding factor for award.

Comment [RM(8)]: Will be updated once SBD sends requirements for this project.

4.5 Local Certified Veteran Business Enterprise Preference

This Solicitation includes a preference for Miami-Dade County Local Certified Veteran Business Enterprises in accordance with Section 2-8.5.1 of the Code of Miami-Dade County. "Local Certified Veteran Business Enterprise" or "VBE" is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and (b) prior to proposal or bid submittal is certified by the State of Florida Department of Management Services as a veteran business enterprise pursuant to Section 295.187 of the Florida Statutes. A VBE that submits a proposal in response to this solicitation is entitled to receive an additional five percent of the evaluation points scored on the technical portion of such vendor's proposal. If a Miami-Dade County Certified Small Business Enterprise (SBE) measure is being applied to this Solicitation, a VBE which also qualifies for the SBE measure shall not receive the veteran's preference provided in this section and shall be limited to the applicable SBE preference. At the time of proposal submission, the firm must affirm in writing its compliance with the certification requirements of Section 295.187 of the Florida Statutes and submit this affirmation and a copy of the actual certification along with the proposal submittal form.

4.6 Local Preference

The evaluation of competitive solicitations is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal or state law, or any other funding source requirements, provides that preference be given to local businesses. If, following the completion of final rankings by the Competitive Selection Committee a non-local Proposer is

the highest ranked responsive and responsible Proposer, and the ranking of a responsive and responsible local Proposer is within 5% of the ranking obtained by said non-local Proposer, then the Competitive Selection Committee will recommend that a contract be negotiated with said local Proposer.

4.7 Establishment of Pools and Overall Ranking

The County may establish the Pools with up to three (3) selected Proposers per Pool on the basis of initial response received, without discussions.

The Competitive Selection Committee will evaluate, score, and rank proposers, and submit the results of their evaluation to the County Mayor or designee with their recommendation. The County Mayor or designee will determine with which Proposer(s) the County will recommend for establishment of the Pools, if any, taking into consideration the Local Certified Veteran Business Preference and Local Preference sections above.

The two (2) Pools will be recommended for establishment in the following prioritized order:

- First: County Bond Counsel Pool
- Second: Authority Bond Counsel Pool

A separate solicitation for Disclosure Bond Counsel Pool will be conducted

Once a Proposer is selected for one (1) Pool, it shall be assigned exclusively to such Pool and it is ineligible to be selected for the other Pool. Given the Pools priority order of establishment and since a selected Proposer is not eligible to serve in more than one Pool, any Proposer recommended for the County Bond Counsel Pool will not be recommended for selection to the Authority Bond Counsel Pool.

Any selection of Proposers resulting from this Solicitation, will be submitted to the County Mayor or designee for approval. All Proposers will be notified in writing when the County Mayor or designee makes a selection recommendation. The selection to the Pools, if any, shall be made to the Proposers whose submission shall be deemed by the County to be in the best interest of the County. Notwithstanding the rights of protest listed below, the County's decision of whether to make the selection and to which Proposers shall be final.

4.8 Rights of Protest

A recommendation for contract award or rejection of all proposals may be protested by a Proposer in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Implementing Order No. 3-21.

5.0 ATTACHMENTS

- Attachment A – County Bond Counsel & Authority Counsel Pool Fees Scale
- Web Forms – Proposal Submission Package Including: Proposal Submittal Form, Fair Subcontract Practices Affidavit, Subcontractor Listing, Lobbyist Registration Form, and Contractor Due Diligence Affidavit
- Proposer Information Section – County/Authority Bond Counsel Pool*
- Attachment C – Travel Policy and Procedures

*Note – The Proposer Information document has been posted to BidSync in the form of fillable Microsoft Word document.

ATTACHMENT A – COUNTY BOND COUNSEL FEE SCALE
Miami-Dade County, Florida
BOND COUNSEL & AUTHORITY COUNSEL FEES SCALE

SLIDING FEE SCALE
 BASED UPON
 INCREMENTS OF
 \$25 MILLION
 FOR A
 \$300,000,000 FINANCING

BONDS		Fixed Rate Gen'l Obligation Bonds		Fixed Rate Revenue Bonds / Refunding GOBs		Variable Rate and All Other Refundings ^{1,2}	
		@		@		@	
FIRST	\$25,000,000	@ \$1.25/\$1K	\$31,250	@ \$1.50/\$1K	\$37,500	@ \$1.75/\$1K	\$43,750
SECOND	25,000,000	@ 1.00/\$1K	25,000	@ 1.25/\$1K	31,250	@ 1.50/\$1K	37,500
THIRD	25,000,000	@ 0.75/\$1K	18,750	@ 1.00/\$1K	25,000	@ 1.25/\$1K	31,250
FOURTH	25,000,000	@ 0.50/\$1K	12,500	@ 0.75/\$1K	18,750	@ 1.00/\$1K	25,000
FIFTH	25,000,000	@ 0.25/\$1K	6,250	@ 0.50/\$1K	12,500	@ 0.75/\$1K	18,750
SIXTH	25,000,000	@ 0.25/\$1K	6,250	@ 0.25/\$1K	6,250	@ 0.50/\$1K	12,500
Thereafter	<u>150,000,000</u>	@ 0.25/\$1K	<u>37,500</u>	@ 0.25/\$1K	<u>37,500</u>	@ 0.25/\$1K	<u>37,500</u>
	<u>\$300,000,000</u>		<u>\$137,500</u>		<u>\$168,750</u>		<u>\$206,250</u>

FLOOR COMPENSATION AMOUNT
 EQUAL TO A
 \$15 MILLION BOND TRANSACTION

BONDS		Fixed Rate Gen'l Obligation Bonds		Fixed Rate Revenue Bonds / Refunding GOBs		Variable Rate and All Other Refundings ^{1,2}	
		@		@		@	
FIRST	\$15,000,000	@ \$1.25/\$1K	\$18,750	@ \$1.50/\$1K	\$22,500	@ \$1.75/\$1K	\$26,250

¹ Variable rate financings include VRDOs, Floating Rate Notes, and other variable rate products.

² Initial drawdown program and commercial paper program fees will be charged using 50% of the variable rate fee scale, and 100% of the fee scale for the conversions, or take-outs of the drawdown/commercial paper programs.

EQUIPMENT / VEHICLE FINANCINGS:

Vehicle financings fees will be 0.10% of the total financed amount with a minimum fee of \$10,000.

SPECIAL BOND COUNSEL FEES:

For special bond counsel appointments, the fees shall not exceed \$500 per hour for partners and \$300 per hour for associates, to be negotiated at the time of the assignment.

PROPOSER INFORMATION

Indicate which Pool the Proposer is Submitting its Proposal for by Placing a Checkmark in the Box Next to the Pool (Proposer may select both Pools, but will only be awarded in one (1) Pool)

- County Bond Counsel
- Authority Counsel

Preferred Qualification Requirements

The Senior Counsel for each Proposer shall have its law firm listed within the category "Municipal Bond Attorneys" of The Bond Buyer's Municipal Marketplace (Red Book) for 2014, 2015 and Fall 2016. Provide documentation that demonstrates Proposer's ability to satisfy the preferred qualification requirement. The County reserves the right to request additional documentation if necessary to determine the Proposer's compliance with this qualification requirement.

NOTE: It is clearly understood and confirmed with The Bond Buyer's Municipal Marketplace's (Red Book) Editorial Department, that only firms are eligible for inclusion in the Red Book under this caption and not individual attorneys. If a Red Book firm lists some of their attorneys under the firm's name caption, it is clearly an option of the firm at time of application for consideration and subsequent inclusion in the Red Book, and does not constitute that said member has been individually included as a Red Book attorney. **Therefore, the fact that an individual has been listed in the Red Book does not in and of itself qualify a firm which employs that individual as having Red Book status.**

Senior Counsel's Qualifications, Experience and Past Performance

1. State the following for the Senior Counsel:
 - a. The number of years that the firm has been in existence;
 - b. The address of any Miami-Dade County and/or Florida office where services related to this RFQ shall be performed;

Note: Provide documentation evidencing this office location (i.e., Occupational License, Business Tax Receipt, etc.).
 - c. The current number of employees based in those offices.
 - d. Describe the legal services your firm provides for municipal finance;
 - e. Describe your firm's specialty and/or area(s) of expertise
2. Describe the Senior Counsel's past performance and experience in providing the type of services requested over the past three (3) years.
3. Provide a detailed description of five (5) comparable contracts (similar in scope of services to those requested herein) which the Senior Counsel has either ongoing or completed within the past three (3) years. Where possible, list and describe those projects performed for government clients or similar size private entities (excluding any work performed for the County). The description should identify for each project:
 - a. Client;
 - b. Description of work;
 - c. Key personnel assigned to contract;
 - d. Fees earned during the contract
 - e. Dates covering the term of the contract;
 - f. Client contact person and phone number;
 - g. Statement of whether the firm was a senior bond counsel or an associate bond counsel; and
 - h. Highlight any challenges and solutions during the contract.

Comment [RM(9): I did not see a statement to provide any information on being a Small Firm. Considering adding, if you still want to continue as discussed in our meeting.

4. List all contracts which the Senior Counsel has performed for Miami-Dade County and Authorities. The County will review all contracts the Senior Counsel has performed for the County in accordance with Section 2-8.1(g) of the Miami-Dade County Code, which requires that "a Proposer's past performance on County Contracts be considered in the selection of Consultants and Contractors for future County Contracts." As such the Senior Counsel must list and describe all work performed for Miami-Dade County and include for each project:
 - a. Name of the County Department which administers or administered the contract;
 - b. Description of work;
 - c. Key personnel assigned to contract;
 - d. Fees earned during the contract;
 - e. Dates covering the term of the contract;
 - f. County contact person and phone number;
 - g. Statement of whether the firm was the Senior Counsel or Associate Counsel; and
 - h. Highlight any challenges and solutions during the contract.
5. Provide a brief description of the Senior Counsel's experience with variable rates, auction rates, commercial paper programs, drawdown programs, interest rate swaps, zero coupon bonds and derivative securities transactions.
6. Provide a detailed description of any work provided for a securitization transaction and/or any other innovative financing(s) that may be relevant to the County. Note your role, challenges and outcomes in the transaction(s).
7. Describe the experience of the firm in assisting clients with Voluntary Closing Agreement Program and other tax matters involving the Internal Revenue Service
8. Describe the firm's procedures for keeping abreast of changes in federal and Florida tax, securities, and municipal bond issues, including statutory and regulatory changes and judicial or administrative actions.
9. Provide a representative listing of transactions on which the Senior Counsel has served as bond counsel for the calendar years 2013 through 2016 year-to-date. Note the areas in which the firm has experience with issuers such as the County (i.e., aviation, water & sewer, seaport). This listing should include:
 - a. Date of closing;
 - b. Issuer's name and contact information;
 - c. Issue size;
 - d. Key personnel assigned
 - e. A brief description of the bonds (i.e., "new money," "refunding," "swaps," etc.); and
 - f. The role played by the Senior Counsel (i.e., as a senior bond counsel or an associate bond counsel).

Note: The listing should be no longer than five (5) pages.
10. Provide disclosure of any litigation, pending or potential, in which the Senior Counsel is challenging the validity of any County resolution, ordinance, or decision as it relates to the County's power to enact ordinances or other regulations. If none, please so note.
11. Provide a description of any pending legal proceedings and/or any adverse determinations against the Senior Counsel or any of their partners, associates, employees or persons acting on its behalf, with respect to actions, proceedings, claims or complaints concerning violations of Federal, State or local equal employment opportunity laws or regulations, as well as any such proceeding known to be contemplated by governmental authorities or private parties.
12. Provide a statement as to whether:
 - a. The Senior Counsel, or any of their partners, associates, employees or anyone acting on its behalf, has ever been indicted, or otherwise charged, and/or convicted of any crime or offense in connection with any criminal matter arising directly or indirectly from the conduct of such firm's business, and if it is still pending; or
 - b. The Senior Counsel, or any of their partners, associates, employees, or persons exercising substantial policy discretion has ever been indicted or otherwise charged, and/or convicted of any crime or offense in connection with

any criminal matter involving financial misconduct or fraud, if it is still pending, and, if so, please describe any such indictments or charges and/or convictions and surrounding circumstances in detail.

13. Disclose the following for Senior Counsel:

- a. Any material arrangements, relationships or other employment that the Senior Counsel, or any of their employees has with any financial advisory firms, investment banks or law firms or other persons or entities that may create a conflict of interest or the appearance of a conflict of interest in acting as bond counsel to the County;
- b. Any family relationship that any employee of either the Senior Counsel has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting as bond counsel to the County; and
- c. Any other matter that the firm believes may create a conflict of interest in acting as bond counsel to the County.

Note: The references to conflict of interest noted above are related to accepted professional standards and Miami-Dade County Code (please see Section 1.8(b) of this RFQ).

14. Describe any procedures that the Senior Counsel have, or would adopt, to assure:

- a. The County that a conflict of interest would not exist for the firm in the future; and
- b. That any matter required to be disclosed under SEC Release No. 33-7049, Section III(c)(1) is disclosed.

Senior Counsel's Key Personnel Performing Services

15. Provide an organization chart for the Senior Counsel showing all key personnel, including their titles, to be assigned to this project. All key personnel includes all attorneys, partners, managers, and other professional staff that will perform work and/or services in this project.

16. Provide the following information for each attorney identified in the organization chart:

- a. Their home office location and the office from which they will perform the Services related to this RFQ;
- b. The date of their admission to practice;
- c. The state in which they are admitted to the bar and whether they are in good standing;
- d. How long each attorney has been employed by the Senior Counsel or served as "of counsel" to the firm;
- e. Indicate whether the individual would have day-to-day responsibility for the Senior Counsel's engagement with the County;
- f. A description of their individual experience in municipal bonds, municipal tax matters and securities matters, if applicable;
- g. A brief explanation of past judgments entered into against the individual in a professional liability action, if any; and
- h. Provide individual resumes in an Appendix. If an attorney is "of counsel," please highlight the attorney's experience with the firm.

17. Describe how the Senior Counsel would select a replacement for key personnel identified above, in the event there is a change in key personnel, which would maintain the continuity of service and a comparable level of experience.

Note: After proposal submission, but prior to the appointment to the Pool as a result of this Solicitation, the Proposer has a continuing obligation to advise the County of any changes, intended or otherwise, to the key personnel identified in its submission.

Associate Counsel's Qualifications, Experience and Past Performance

18. State the following for the Associate Counsel:

- a. The number of years that the firm has been in existence;
- b. The address of any Miami-Dade County and/or Florida office where services related to this RFQ shall be performed;

Note: Provide documentation evidencing this office location (i.e., Occupational License, Business Tax Receipt, etc.).

- c. The current number of employees based in those offices.

- d. Describe the legal services provide by your firm for municipal finance;
 - e. Describe your firm's specialty and/or area(s) of expertise
19. Describe the Associate Counsel's past performance and experience in providing the type of services requested over the past three (3) years.
20. Provides a detailed description of five comparable contracts (similar in scope of services to those requested herein) where your firm has either ongoing or completed within the past three years. Where possible, list and describe those projects performed for government clients or similar size private entities (excluding any work performed for the County). The description should identify for each project:
- i. Client;
 - j. Description of work;
 - k. Key personnel assigned to contract;
 - l. Fees earned during the contract
 - m. Dates covering the term of the contract;
 - n. Client contact person and phone number;
 - o. Statement of whether the firm was a senior bond counsel or an associate bond counsel; and
 - p. Highlight any challenges and solutions during the contract.
21. List all contracts where your firm has performed services for Miami-Dade County and/or Authorities. The County will review all contracts your firm has performed for the County and Authorities in accordance with Section 2-8.1(g) of the Miami-Dade County Code, which requires that "a Proposer's past performance on County Contracts be considered in the selection of Consultants and Contractors for future County Contracts." As such the Associate Counsel must list and describe all work performed for Miami-Dade County and Authorities and include for each project:
- i. Name of the County Department which administers or administered the contract;
 - j. Description of work;
 - k. Key personnel assigned to contract;
 - l. Fees earned during the contract;
 - m. Dates covering the term of the contract;
 - n. County contact person and phone number;
 - o. Statement of whether the firm was the Senior Counsel or Associate Counsel; and
 - p. Highlight any challenges and solutions during the contract.
22. Provide a brief description of the Associate Counsel's experience with variable rates, auction rates, commercial paper programs, drawdown programs, interest rate swaps, zero coupon bonds and derivative securities transactions.
23. Provide a detailed description of any work provided for a securitization transaction and/or any other innovative financing(s) that may be relevant to the County. Note your role, challenges and outcomes in the transaction(s).
24. Describe the experience of the firm in assisting clients with Voluntary Closing Agreement Program and other tax matters involving the Internal Revenue Service
25. Describe the firm's procedures for keeping abreast of changes in federal and Florida tax, securities, and municipal bond issues, including statutory and regulatory changes and judicial or administrative actions.
26. Provide a representative listing of transactions on which your firm has served as bond counsel for the calendar years 2013 through 2016 year-to-date. Note the areas in which the firm has experience with issuers such as the County (i.e., aviation, water & sewer, seaport). This listing should include:
- g. Date of closing;
 - h. Issuer's name and contact information;
 - i. Issue size;
 - j. Key personnel assigned
 - k. A brief description of the bonds (i.e., "new money," "refunding," "swaps," etc.); and

- i. The role played by your firm (i.e., as a senior bond counsel or an associate bond counsel).

Note: The listing should be no longer than five (5) pages.

27. Provide disclosure of any litigation, pending or potential, in which the Associate Counsel is challenging the validity of any County resolution, ordinance, or decision as it relates to the County's power to enact ordinances or other regulations. If none, please note so.
28. Provide a description of any pending legal proceedings and/or any adverse determinations against your firm or any of their partners, associates, employees or persons acting on its behalf, with respect to actions, proceedings, claims or complaints concerning violations of Federal, State or local equal employment opportunity laws or regulations, as well as any such proceeding known to be contemplated by governmental authorities or private parties.
29. Provide a statement as to whether:
 - a. Your firm, or any of their partners, associates, employees or anyone acting on its behalf, has ever been indicted, or otherwise charged, and/or convicted of any crime or offense in connection with any criminal matter arising directly or indirectly from the conduct of such firm's business, and if it is still pending; or
 - b. Your firm, or any of their partners, associates, employees, or persons exercising substantial policy discretion has ever been indicted or otherwise charged, and/or convicted of any crime or offense in connection with any criminal matter involving financial misconduct or fraud, if it is still pending, and, if so, please describe any such indictments or charges and/or convictions and surrounding circumstances in detail.
30. Disclose the following for Associate Counsel:
 - a. Any material arrangements, relationships or other employment that the Associate Counsel, or any of their employees has with any financial advisory firms, investment banks or law firms or other persons or entities that may create a conflict of interest or the appearance of a conflict of interest in acting as bond counsel to the County;
 - b. Any family relationship that any employee of either the Associate Counsel has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting as bond counsel to the County; and
 - c. Any other matter that the firm believes may create a conflict of interest in acting as bond counsel to the County.

Note: The references to conflict of interest noted above are related to accepted professional standards and Miami-Dade County Code (please see Section 1.8(b) of this RFQ).

31. Describe any procedures that the Associate Counsel have, or would adopt, to assure:
 - a. The County that a conflict of interest would not exist for the firm in the future; and
 - b. That any matter required to be disclosed under SEC Release No. 33-7049, Section III(c)(1) is disclosed.

Associate Counsel's Key Personnel Performing Services

32. Provide an organization chart for the Associate Counsel showing all key personnel, including their titles, to be assigned to this project. All key personnel includes all attorneys, partners, managers, and other professional staff that will perform work and/or services in this project.
33. Provide the following information for each attorney identified in the organization chart:
 - a. Their home office location and the office from which they will perform the Services related to this RFQ;
 - b. The date of their admission to practice;
 - c. The state in which they are admitted to the bar and whether they are in good standing;
 - d. How long each attorney has been employed by the Associate Counsel or served as "of counsel" to the firm;
 - e. Indicate whether the individual would have day-to-day responsibility for the Associate Counsel's engagement with the County;
 - f. A description of their individual experience in municipal bonds, municipal tax matters and securities matters, if applicable;
 - g. A brief explanation of past judgments entered into against the individual in a professional liability action, if any; and

- h. Provide individual resumes an Appendix to the response. If an attorney is "of counsel," please highlight the attorney's experience with the firm.
- 34. Describe how the Associate Counsel would select a replacement for key personnel identified above, in the event there is a change in key personnel that would maintain the continuity of service and a comparable level of experience.

Note: After proposal submission, but prior to the appointment to the Pool as a result of this Solicitation, the Proposer has a continuing obligation to advise the County of any changes, intended or otherwise, to the key personnel identified in its submission.

Proposer's Proposed Approach to Providing the Services

- 35. Provide a combined organization chart for Proposer that includes Senior Counsel and Associate Counsel showing all key personnel, including their titles, to be assigned to this project. All key personnel includes all attorneys, partners, managers, and other professional staff that will perform work and/or services in this project.
- 36. Describe Proposer's approach to project organization and management, as well as, the capabilities and means to be used in performing the services described in the Scope of Services (see Section 2.0).
- 37. Describe what makes the Proposer unique in providing the requested services, and how this will benefit the County.
- 38. Provide a copy of the Senior Counsel/Associate Counsel agreement (see Section 2.2(B)(3)).
- 39. Provide a copy of The Development Plan (see Section 2.2(B)(4)).
- 40. Identify if Proposer has taken any exception to the terms of this Solicitation. If so, indicate what alternative is being offered.