Florida A&M University Foundation, Inc.

Request for Qualifications
For Legal Services

Reference No.: RFQ 2011-01
Date: April 7, 2011
# REQUEST FOR QUALIFICATIONS (RFQ)

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A. Introduction

The Florida A&M University (FAMU) Foundation (hereafter referred to as “FAMU Foundation” or “Foundation”) is seeking Statements of Qualifications (SOQ) from qualified applicants to provide general legal services to the Foundation. The Foundation will award one contract to a single firm to represent the Foundation as General Counsel in all routine legal matters. On an as needed basis, the Foundation may contract for specialized legal services outside of this solicitation.

The FAMU Foundation is a living organization and is vital to the progress of the Florida A&M University. The Foundation functions through its Board of Directors, institutional constituents and community donors. Due to the devout contributions of donors who consistently support quality programs that strengthen and broaden the University's academic appeal, FAMU continues to be recognized as one of the leading institutions in Florida.

As a non-profit organization, the FAMU Foundation, Inc., is established with the specific mandate to serve as a custodian of contributions from the private sector, alumni, friends, and industry. The Foundation receives, invests and administers funds. In addition, the Foundation acts as a trustee and exercises in general the powers of a not-for-profit organization under the laws of Florida.

The FAMU Foundation is an Equal Opportunity Employer and does not discriminate on the basis of race, color, national origin, sex, religion, age or handicapped status in employment or the provision of services. The Foundation solicits and encourages the participation of minorities and small businesses in procurement. It reserves the right to accept or reject any and all qualification packages either in whole or in part, with or without cause, and to waive any conditions or exceptions provided in the RFQ or cancel the RFQ. The Foundation shall make the award to the respondent that is in the best interest of the Foundation.

The RFQ will be available at the FAMU Foundation, 1030 East Lafayette Street, Tallahassee, Florida 32301. The RFQ will also be available on the Foundation’s website at FAMU.edu/GiveToFamu. All individuals or firms requesting a copy of the RFQ must provide a name, mailing address, telephone and fax numbers, and an e-mail address in the event addenda are issued.

B. Foundation Leadership

The FAMU Foundation has a dynamic 25 member board, with representation from multiple industries and all regions of the country. The Foundation board members serve as the stewards of the nearly $110 million endowment portfolio. As of January 2011, the current officers of the Foundation are as follows:

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<th>Name</th>
<th>Professional Role</th>
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<tr>
<td>Chair</td>
<td>Corey Alston, MBA</td>
</tr>
<tr>
<td>Vice Chair</td>
<td>Twuanna Munroe, CPA</td>
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<tr>
<td>Secretary</td>
<td>Dr. Joseph Webster, Sr., MD</td>
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<td>Treasurer</td>
<td>Attorney Chan Abney, Esq.</td>
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<td>Managing Director, SBK Brooks Investment Corp.</td>
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<td>Vice President, Scripps Networks</td>
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<td>President/CEO, Webster Surgical Center</td>
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<tr>
<td></td>
<td>General Counsel &amp; Director of Human Resources</td>
</tr>
<tr>
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<td>Gary, Williams, Finney, Lewis, Watson &amp; Sperando, P.L.</td>
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C. Scope of Services

The Foundation will award one contract to a single firm to represent the Foundation as the Foundation Board General Counsel in all routine legal matters. The General Counsel will report to the Executive Director, and will be responsible for the following duties including, but not limited to:

- Attendance at all Foundation Board Meetings (usually 2-3 face-to-face meetings each year).
• Maintaining the legal and contractual infrastructure required of a direct support organization, and ensures compliance with applicable laws and regulations governing the operation of a 501(c)3 non-profit foundation including organizational policy, document retention, filing and registration requirements, labor and employment law, contracts, leases, real estate and financial transactions;
• Providing legal opinions and counsel, and serves as a trusted advisor to the Board of Directors and Executive Director;
• Conducting and commissioning research and analysis of specific legal questions and prepares memoranda, opinions and position papers upon request;
• Keeping abreast of the Foundation’s legal context and advises and educates the Board, management team with regard to changes and trends that could affect their ability to advance their mission; and
• Drafting policies and amendments to the Foundation by-laws and other corporate documents, at the request of the Foundation Board of Directors, its committees, and the Executive Director.
• Contract creation and review of all contracts and legal notices related to Foundation transactions or real estate holdings.

D. RFQ Submission Requirements

Each Offeror is to submit (as indicated in the “Key Events Timeline”) one hard copy and one electronic copy saved on a USB flash drive, which will become property of the Foundation and will not be returned. Please forward to the following address by April 27, 2011 @ 12 noon.

Florida A&M University Foundation
Ms. Juanita Johnson
Interim Chief Financial Officer, FAMU Foundation
1030 East Lafayette Street, Suite 4
Tallahassee, FL 32301
850-412-5124

The Offeror is required to have the following typed, either on the envelope or on the wrapping containing the SOQ: Request for Qualifications – Legal Services

Any SOQ received after the scheduled opening date and time will be immediately disqualified and rejected without any consideration, and returned unopened to the sending party.

Key Events Timeline

1. Issue Request for SOQ: April 7, 2011.
3. Interviews of Shortlisted Firms: May 2011.
5. Expected Contract Commencement: July 1, 2011.
6. Expected Contract Duration: Two (2) Years with One (1) Year Renewal Option.

E. Interpretation

The intent of this RFQ is to establish the general specifications for the professional services needed, and to provide prospective Offerors with sufficient information to enable them to provide an acceptable response. Every effort has been made to outline requirements and to provide information in a format that is clear and concise.

F. Evaluation, Negotiation and Criteria
**Initial Evaluation for Responsiveness:**
Each SOQ received will first be evaluated for responsiveness (e.g., meets the minimum of the published requirements). The Foundation reserves the right to reject any SOQ deemed by the Foundation not minimally responsive. The Foundation will notify such firms in writing of any such rejection.

**Evaluation Committee:**
The Foundation anticipates that it will select a minimum of a three person committee to evaluate each of the responsive SOQ submitted in response to this RFQ. PLEASE NOTE: No Offeror shall be informed at any time during or after the RFQ process as to the identity of any Evaluation Committee member. If, by chance, an Offeror does become aware of the identity of such person(s), he/she SHALL NOT make any attempt to contact or discuss with such person anything related to this RFQ. The designated contact person is the only individual at the Foundation that the Offeror shall contact pertaining to this RFQ. Failure to abide by this requirement will cause such Offeror(s) to be eliminated from consideration for award.

**Evaluation:**
The appointed Evaluation Committee, independent of the contact person or any other person at the Foundation, shall evaluate the responsive SOQ submitted and award points pertaining to Evaluation. Upon final completion of the SOQ evaluation process, the Evaluation Committee will forward the completed evaluations to the Contracting Officer.

**Restrictions:**
All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a proposer entity will be excluded from participation on the Evaluation Committee.

SOQ received in response to this solicitation will be evaluated and ranked by an Evaluation Committee. Scoring will be based on the Evaluation Criteria described below. Each member of the selection committee will score each SOQ based upon how well the SOQ meet the stated criteria.

**Knowledge and Legal Capabilities 25 Points**
Offerors shall submit company information and a statement of relevant company experience. Offerors shall include an overview of the firm and a summary of the firm’s history. The overview shall include: the type of organization; the state of origin; the date established; location of headquarters and other offices; number and location of employees; and a description of types of services offered. Offerors shall include in their SOQ, documentation describing the extent of their experience, expertise and knowledge in all discipline that may be appropriate for our Foundation.

**Firm’s Prior Experience in Related Areas 25 Points**
The Offerors shall submit information on demonstrated experience in performing similar work, including work with non-profits and direct support organizations. A minimum of three references should be provided. References should include written letters of reference from current clients or past clients served within the past three years. Include a contact name, address, telephone and fax numbers, and an e-mail address.

**Staffing and Attorney SOQ 20 Points**
Offerors shall identify the primary point of contact on the engagement and submit a resume for each individual who will be performing professional services under the Contract. An experience narrative shall be attached that describes the specific relevant experience of each proposed individual and
his/her area of expertise. The narrative shall include the name of the individual proposed and shall include a thorough description of the skill, education, knowledge, and relevant experience as well as certifications or other professional credentials, that clearly show how the individual is an expert in the area(s) proposed.

**Client Service and Contract Administration**

20 Points

Offerors are to provide a description of how services would be provided and proposed billing methodology and procedures including, services provided within a monthly retainer; services for which additional hourly rates would be charged and range of hourly rates.

**Minority/Women Business Enterprises**

10 Points

The Quality of the proposer’s Plan for providing Equal Employment Opportunities and for Minority/Women Business Enterprises (M/WBE) – Maximum points under this category shall be awarded to certified M/WBE firms.

**TOTAL POINTS AWARDED**

100 MAXIMUM

The two highest ranked respondent(s) will be shortlisted. Interviews and presentations will be scheduled for the shortlisted firms who will then be subsequently scored under the interview criteria. The final highest ranked firm will be forwarded to the Foundation Board of Directors with a recommendation to enter into contract negotiations.

G. **Offeror’s Responsibility**

Each Offeror will fully acquaint himself/herself with the conditions relating to the scope and restrictions regarding the performance of obligations under the conditions of this RFQ. The failure of an Offeror to acquaint himself/herself with existing pre-contract conditions or post-contract consequences, will in no way relieve such Offeror of any obligation with respect to the SOQ or to any contract resulting here from.

By submitting a SOQ, the Offeror agrees to be governed by the terms and conditions as set forth in this document. Any qualification containing variations from the terms and conditions set forth herein, may, at sole discretion of the Foundation, render such SOQ non-responsive. Any inconsistencies between the RFQ and any other contractual instrument will be governed by terms and conditions of this RFQ, except where subsequent amendments to any contract resulting from this RFQ are specifically agreed to in writing by the parties to supersede any such provision of the RFQ.

H. **Preparation and Organization of RFQ Submissions**

All Statements of Qualifications (SOQ) should be complete, carefully worded and must convey all the information requested in the RFQ. The instructions below provide guidance for the preparation and submission of SOQ. Their purpose is to establish the requirements, sequence, format, and content of the SOQ so that SOQ are complete, contain all essential information, and can be evaluated easily. Qualification should include brief written responses to each section. Each respondent should submit one hard copy and one copy in electronic format on a flashdrive/jumpdrive which will become the property of Foundation and will not be returned.

I. **Questions**

Every effort has been made to insure that all information needed by the Offeror is included herein. If an Offeror finds that he/she cannot complete a Submission without additional information, the Offeror may submits questions to the person designated herein on or before the submission deadline.
set forth herein. Any questions regarding this RFQ must be submitted in writing and should refer to
the specific paragraph in question. No questions will be accepted by Foundation after this date. All
replies to questions will be via email. When a question received is found to be already sufficiently
answered in the RFQ, the Offeror will receive a response with a reference to the part of the RFQ
containing the answer.

J. Amendments

If it becomes necessary to revise any part of the RFQ, all amendments will be provided in writing to
all Offerors. Foundation will not be legally bound by any amendment or interpretation that is not in
writing.

K. Statement of Qualifications Signed

All SOQ’s must be signed by a representative of the Offeror authorized to commit to the provisions of
the RFQ. Unsigned SOQ will be rejected.

L. Award

Award will be made to the responsible Offeror whose SOQ are determined by the Foundation Board
of Directors to be the most advantageous to the Foundation, taking into consideration the evaluation
criteria set forth in this RFQ. No other factors or criteria may be used in evaluation and there must be
adherence to any weights specified for each factor in the RFQ. However, the right is reserved to reject
any and all SOQ that have or have not satisfactorily met the requirements of this RFQ, as governed by
Federal Regulations and the Foundation Procurement Policy.

Contract Period:
The Foundation anticipates that it will initially award a contract for the period of two
(2) years with the option, at the Foundation’s discretion, of one (1) additional year.

M. Governing Law

Successful Offeror must comply with the laws of the State of Florida, which require that Offeror is
authorized and/or licensed to do business in said state. Notwithstanding the fact that applicable
statutes may exclude the successful Offeror from requirements that it be authorized to do business in
said state. By signing this agreement, Offeror agrees to subject itself to the jurisdiction and process of
the courts of the State of Florida or federal courts as to all matters and disputes arising or to arise
under the agreement and the performance thereof, including any questions as to the liability of taxes,
licenses or fees levied by the state.

N. Insurance

Successful Offeror will maintain throughout the performance of its obligations under this agreement,
a policy of Worker’s Compensations insurance with such limits as may be required by law and a
policy or policies of general liability insurance for injury to, and/or death of persons and damage and
destruction of property arising out of or based upon any act or omission of the Offeror or any of its
subcontractors or their respective officers, directors, employees or agents. Such general liability
insurance will have limits sufficient to cover any loss or potential loss resulting from this contract,
with a minimum limit of $1,000,000.00.