



City of Ocala, Florida

Request for Quotation

Recruitment Services for In-House City Attorney

Quotes Due: Friday, April 18, 2022 by 2:00 PM EST

Submit Proposals to: bids@ocalafl.org

RFQ Number: RFQ# CMO/220241

SECTION 1. COMPANY INFORMATION

1.1 COMPANY NAME: _____

1.2 PROJECT MANAGER: _____ PHONE NUMBER: _____

SECTION 2. PROPOSAL SUBMISSION

**2.1 Service Fee -Vendor must submit a detailed fee for entire engagement as explained in Exhibit A-
Scope of Services.**

2.2 NAME OF SIGNER: _____ TITLE: _____

2.3 SIGNATURE: _____ EMAIL: _____

2.4 By signing, I certify I fully understand the scope of work and requirements associated with this project, possess or will possess all necessary equipment, facilities, and personnel to fulfill the terms of the resulting contract, and agree to abide by the City's terms and conditions (Exhibit B).

2.5 To be considered, quotes must be e-mailed to bids@ocalafl.org no later than the due date and time specified above.

2.6 If you have any questions about the RFQ, please submit your inquiries via e-mail to: Tiffany Kimball, Contracting Officer; tkimball@ocalafl.org

EXHIBITS

Exhibit A – Scope of Work

Exhibit B – Terms and Conditions

OBJECTIVE OF PROJECT

The City of Ocala is seeking a professional recruiting consultant to conduct an extensive search for an in-house **City Attorney**. This position must result in finalists who represent a good match for the city organization.

The recruiter will provide all services associated with analysis, recruiting, expenses, preliminary screenings, interview coordination, and continuing assistance to provide the search services necessary in the recruitment of this position.

The City is hopeful to complete the search and selection process by the **end of August 2022**.

This is a key position for the City of Ocala reporting directly to the elected City Council.

Profile of the City

The City of Ocala is the most populous city in Marion County, Florida and serves as its county seat. Ocala is in north central Florida approximately 67 miles northwest of Orlando and approximately 40 miles east of the Gulf of Mexico. There are approximately 47 square miles of land included within the corporate boundaries of the City. The City's population has been trending upwards for the last ten years and as of April 1, 2020, the official population estimate from [Census.gov/quickfacts](https://www.census.gov/quickfacts) was 63,591.

In 1846, the City of Ocala was established to operate under a Council-Manager form of government. The City Council consists of six elected officials (the Mayor and five Council members) who are responsible for enacting the ordinances and resolutions which govern the City. The Council appoints the City Manager, City Auditor, City Attorney, and the City Clerk. The City Charter states the City Manager shall be the Chief Administrative Officer of the City and shall be responsible to the Council for the administration of all City affairs placed in his charge by or under the Charter. The City of Ocala provides its constituents with a wide variety of public services.

The City Attorney provides legal services to all these departments. We expect to offer an annual salary range of \$160-200K.

- Airport
- Building Inspections
- Code Enforcement
- Community and Economic Development
- Electric Power

- Golf Course
- Mass Transit
- Parks, Recreation, and Cultural Affairs
- Police and Fire Protection
- Refuse Collection
- Stormwater Management
- Street Maintenance, Traffic Engineering and Parking
- Fiber Network
- Water and Wastewater

Internal support services include the following:

- Accounting and Financial Reporting
- Accounts Payable and Accounts Receivable
- Asset Management and Property Control
- Budget and Budget Monitoring
- Cash and Investment Management
- Citywide Management
- Debt Management
- Fleet Maintenance
- Facilities Maintenance
- Human Resources, Labor Relations, and Risk Management
- Internal Audit
- Information and Computer Systems
- Procurement and Contracting
- Public Relations

EXPERIENCE AND QUALIFICATIONS OF RECRUITER

1. A minimum of five years' experience in the professional recruiting field.
2. A proven history of engagements of similar size and scope with other clients.

PROJECT SUMMARY

The Recruiter will be required to perform the following services:

1. Meet with the City Council and City Manager to: a) determine desired criteria, including but not limited to, knowledge, skills, abilities, attributes, experience for selection of an in-house City Attorney; b) recommend a compensation range and employment terms for the position based upon comparable municipalities and Ocala's personnel policies.
2. Initiate advertising and recruitment on a local and regional basis.

3. Conduct direct outreach to prospective candidates, including additional advertising and recruitment as determined necessary; collate applicant and candidate information and respond to candidate inquiries. Ensure that the recruitment process reaches a diverse applicant pool.
4. Throughout the recruitment process, inform candidates of their status at each critical point in the recruitment, and respond to inquiries regarding the status of their candidacy within one to two business days.
5. Screen candidates and develop recommendations on an initial pool of semi-finalists who represent a good fit with the City and the position. Present to City Council for finalizing 5-7 finalists for the position.
6. Conduct in-person and/or video interviews with 5-7 semi-finalists to confirm fit with City culture and needs of the position. Conduct background, criminal and reference checks including internet and social media searches, and newspaper archives to verify candidates selected would be a good fit and would not be eliminated due to previous history. Prepare information on references and candidate bio to facilitate the selection process.
7. Prepare recommendations on finalists to proceed to a personal interview with City Council members.
8. Schedule candidates for interview with City Council members. Participate in selection process if requested and facilitate selection discussion.
9. Coordinate and/or conduct any additional assessments, reference checks, and background investigations as directed by City Council and the City Manager.
10. Convey the employment offer to the selected finalists and assist with negotiations.

PROPOSAL SUBMISSION

Proposers must provide the following with bid submission:

References: Provide (3) three references from prior recruiting engagements of similar size and scope of service.

Fee Proposal: Proposers must submit cost for recruitment. The proposed fee shall include all costs and expenses for providing the services as described in this scope of service. A detailed breakdown of each cost must be included in proposal.



CHANGES. No modifications of this solicitation shall be binding upon the City unless approved in writing by an authorized representative of the City's Procurement Department or authorized in writing by the designated City Project/Contract Manager.

PAYMENT TERMS. By providing a solicitation response, the Contractor agrees that payment terms shall be as set forth in accordance with Florida's Prompt Payment Act. Should Contractor fail to perform the service required under a contract then the City may, at its option, retain any, or all, of the payment otherwise due until any service discrepancies are corrected. Repeated service discrepancies on behalf of the Contractor shall entitle the City to terminate this contract without notice, and retain any past due payments otherwise owing under this contract as liquidated damages.

TAXES. The City is exempt from Federal and State taxes, both excise, sales and use taxes, and any otherlike taxes. The City's Florida sales tax exemption # is: 85-8012621655C-9.

OFFER AND ACCEPTANCE. The submitted bid of the Contractor is a contractual obligation when offer is subsequently accepted by the City. The City reserves the right to request modification of the Contractor's offer to fully meet the needs of the City, and any further offer is binding upon the Contractor. If this solicitation is a result of a competitive award, all conditions, provisions, terms, and specifications of the solicitation shall become a part of and are incorporated in the contract and will become part of the contractual obligation.

LEGAL VENUE. The legal venue for any civil action or legal proceeding arising out of this order shall be the state or federal courts of Marion County, Florida.

FORCE MAJEURE. Contractor will not be held responsible for delays in delivery due to Acts of God, fire, extreme weather, strikes, accidents, war, and common carrier transportation delays provided the Contractor notifies the City's Contracting Officer immediately in writing of the pending delay. In the event of documented delays, the date of delivery will be extended for a period equal to the time lost due to force majeure.

PERFORMANCE EVALUATION. At the end of the contract, the City may evaluate Contractor performance. This evaluation will become public record.

INDEMNIFICATION AND INSURANCE. Contractor agrees to indemnify, save, and hold harmless the City, its employees, elected officials, and agents, against any and all claims, damages, liability, and court awards including costs, expenses, and attorney fees incurred as a result of any negligent act or omission by the Contractor, or its employees, agents, subcontractors, or assignees arising out of the services or goods provided under this

solicitation. Contractor agrees to maintain insurance in accordance with the City's insurance standards established by the Risk Department. All insurance certificates and endorsements listing the City of Ocala as additional insured must be mailed to the Procurement & Contracting Office, 110 SE Watula Ave, 3rd FL, Ocala, FL 34471.

DEFAULT. In the event of default by the Contractor, the City may procure the articles or services covered by this solicitation from other sources. The following shall constitute a default: (1) Failure to complete services within the promised time. (2) Unauthorized substitution, or services deemed by the City to be inferior. (3) Inability of the Contractor to fulfill the terms and conditions of this solicitation.

TERMINATION. (1) This Solicitation may be canceled by the City's Contracting Officer in whole or in part at any time the interest of the City requires such termination. (2) If the City determines the performance of the Contractor is not satisfactory, the City shall have the right to immediately terminate the contract. (3) If the City requires termination of the contract for reasons other than unsatisfactory performance, the City shall notify the Contractor of such termination, and the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. All work in progress shall become the property of the City and shall be turned over promptly by the Contractor.

SUSPENSION AND DEBARMENT. The City Contracting Officer may suspend or debar a contractor for cause. A suspended or debarred contractor shall not be eligible to provide any goods or perform any services, during the duration of such suspension or debarment; provided, however, the Council shall have the power at any time to waive, stay, or lift such suspension or debarment upon the application of the contractor. Causes for suspension or debarment: (1) Failure to perform or fully comply with the conditions, specifications, or terms of a purchase or contract with the City; (2) Commission of any purposeful misrepresentation in connection with a bid/quotation; (3) Contractor becomes insolvent, has proceedings in bankruptcy instituted against it or, compounds its debts or assigns over its estate or effects for payment thereof, or has a receiver or trustee appointed over its property; (4) Violation of the ethical standards set forth in local, state, or federal law; (5) Charged by a court of competent jurisdiction of a felony.

COMPLIANCE. Contractors who submit solicitation responses:

- (1) Agree to comply the requirements of Florida Statute 287.087 for a Drug Free Workplace.
- (2) Agree to comply with the requirements of Florida Statute 448.095 for Employment Eligibility. Employers, contractors and their subcontractors are required to register and use the Department of Homeland Security's E-Verify system when hiring new employees for the term of the contract. Violations will result in contract termination. (E-Verify is operated by the U.S. Department of Homeland Security).