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**Glen Gilzean**  
Supervisor of Elections  
Orange County, Florida

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OUR MISSION IS TO:  
*Ensure the integrity of the electoral process.  
Enhance public confidence.  
Encourage citizen participation.*

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INVITATION TO NEGOTIATE

ITN# G070824-01

# Legal Services

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INVITATION TO NEGOTIATE

**ISSUE DATE:** July 8, 2024  
**TITLE:** Legal Services  
**ISSUING OFFICE:** Orange County Supervisor of Elections (OCSOE)

## **Anti-Collusion Statement/Public Domain**

**I, the submitting proposer, have not divulged, discussed, or compared this Invitation to Negotiate with any other proposer and have not colluded with any other proposer in the preparation of this proposal in order to gain an unfair advantage in the award of this contract. I acknowledge all information contained herein is part of the public domain as defined in the Public Records Act, Chapter 119, F.S.**

## **1. GENERAL INFORMATION**

- 1.1 The OCSOE requests qualified firms to submit proposals for legal services.
- 1.2 All terms and conditions of this ITN, any addenda, proposer's submissions and future negotiated terms are incorporated into the contract by reference as set forth herein.
- 1.3 All dates and information contained herein may be extended, changed, or updated within the listing posted at [www.OCFElections.gov/doing-business](http://www.OCFElections.gov/doing-business). **Proposers are responsible for verifying all listing information before submitting a proposal to the Invitation to Negotiate (ITN).**

## 2. TIME SCHEDULE

2.1 The OCSOE will evaluate submittals on a rolling basis, and the bidding will close Friday, July 12, 2024 at 5:00 pm. Only submittals received electronically via email: Purchasing@OCFElections.gov, by the correct date and time will be accepted. Proposer shall upload one (1) electronic submittal package for evaluation.

## 3. INSTRUCTIONS TO RESPONDING PROPOSERS

3.1 All proposals must be electronically submitted by or before the bid due date via email: Purchasing@OCFElections.gov, under the appropriate listing.

3.2 Proposals may not be submitted by any other means other than as described in Section 3.1. The OCSOE will not accept proposals sent by U.S. Mail, private couriers, or fax.

3.3 Any proposals received after the stated time and date will not be considered.

3.4 **Selection may be made directly from the ITN.** After determination of the shortlist and initial evaluation, the OCSOE will schedule negotiations with up to eight of the highest rated proposers.

3.5 Proposals not conforming to the instructions provided herein will be subject to disqualification at the sole option of the OCSOE.

## 4. AWARD

4.1 The OCSOE reserves the right to accept or reject any or all proposals.

4.2 The resulting one to eight (1-8) contracts will be for an initial term of one (1) year(s) with an optional two (2) renewal.

4.3 The OCSOE reserves the right to waive any irregularities and technicalities and may, at its sole discretion, request a clarification or other information to evaluate any or all proposals.

4.3 The OCSOE will finalize a contract with up to **eight** proposers with the accepted best-and-final offer. If an agreement cannot be reached with that offeror, the OCSOE reserves the right to negotiate with the next highest rated proposer (or subsequent proposers) until an agreement is reached.

4.4 The OCSOE reserves the right, prior to OCSOE approval, to cancel or terminate this ITN, any negotiations, or the proposed agreement, without penalty.

## 5. INQUIRIES

5.1 Any and all questions must be submitted through the appropriate listing electronically via Purchasing@OCFElections.gov. Responses will be made electronically and posted online under the listing. It is the responsibility of the proposers to check for updates.

5.2 If necessary, any addenda will be under the listing on the website. Please see [www.OCFElections.gov/doing-business](http://www.OCFElections.gov/doing-business).

5.3 No verbal or written information which is obtained other than by information in this document or by addendum to this ITN, will be binding on the OCSOE.

## 6. LOBBYING

- 6.1 PROPOSERS ARE HEREBY ADVISED THAT CONTACT IS NOT PERMITTED WITH ANY OCSOE PERSONNEL OR INVOLVED WITH THIS ITN. PROPOSERS ARE RESTRICTED FROM DISCUSSING THEIR SUBMITTALS AND THIS SOLICITATION WITH COMPETING FIRMS UNDER THIS ITN. ALL ORAL OR WRITTEN INQUIRIES MUST BE DIRECTED THROUGH THE ASSIGNED PURCHASING PERSONNEL OR THE OCSOE'S PURCHASING AGENT.
- 6.2 LOBBYING IS DEFINED AS ANY ACTION TAKEN BY AN INDIVIDUAL, FIRM, ASSOCIATION, JOINT VENTURE, PARTNERSHIP, SYNDICATE, CORPORATION, AND ALL OTHER GROUPS WHO SEEK TO INFLUENCE THE GOVERNMENTAL DECISION OF ANY OCSOE PERSONNEL AFTER ADVERTISEMENT AND PRIOR TO THE AWARD OF THIS CONTRACT. CONTACT WITH OTHER SUBMITTING PROPOSERS IS RESTRICTED AFTER ADVERTISEMENT AND PRIOR TO AWARD OF THIS CONTRACT.
- 6.3 ANY PROPOSER OR ANY INDIVIDUALS THAT LOBBY ON BEHALF OF PROPOSER DURING THE TIME SPECIFIED WILL RESULT IN REJECTION/DISQUALIFICATION OF SAID INVITATION TO NEGOTIATE.

## 7. PREPARATION AND SUBMISSION

- 7.1 Proposer's response shall be **no more than 2 pages**, excluding front covers, resumes, sample content, and a cover letter of up to two pages. Proposers who submit more than the pages indicated may not have the additional pages of the proposal read or considered. Proposals failing to provide sufficient information and assurances of performance to accurately assess each category below, or which fail to comply with the requirements and conditions of the Invitation to Negotiate, will not be given further consideration.
- 7.2 At a minimum, the proposal shall include the following sections:
- A. **Proposer Information:** Name of the proposer, address, principals, telephone number, email address and taxpayer ID number. Include a brief history of the company.
  - B. **Qualifications and Experience:** Provide qualifications, resumes, and experience of the team based on the elements of this ITN. Emphasize the specific qualifications and experience from accounts similar to this scope for the key legal team members. Identify and provide in-depth information for the proposed legal team's qualifications, track record and relevant experience. Provide Examples of previous work and case studies demonstrating capability in election law
  - C. **Staffing Plan:** Indicate Staffing Plan for all key legal team members. Specify the names of the persons who will be authorized to give and support information for your lawfirm. Provide their titles, addresses and telephone numbers.
  - D. **References:** Submit a minimum of two references. References should be from recent clients similar to what is being proposed.
  - E. **Approach and Methodology:** Convey a clear understanding of the nature of the services you will be providing as to meet the requirements of **Scope of Services**, and your methodology to accomplish it. Include your general legal methodology and implementation strategies.

- F. **Background Check:** Successfully pass a criminal, education, driving and/or employment background check. The proposal may be rescinded based upon data received from the background verification.
- G. **Payment:** Provide written policy regarding the fee structure and billing practices including retainer requirements.

## 8. PROPOSAL EVALUATION PROCESS

- 8.1 The Selection Committee will be comprised of, at a minimum, three members. The committee may consist of representatives from various and appropriate OCSOE departments.
- 8.2 The committee members will independently score and rank each responsive proposal received in accordance with the evaluation criteria. During the Selection Committee meeting, the committee members will review the proposals and will submit their rankings for compilation of the overall ranking to determine a shortlist of proposals.
- 8.3 At that time, dates may be set for conducting interviews/negotiations with those proposers remaining on the shortlist. Shortlisted proposers will be notified either by email and/or telephone of the date and time. The OCSOE' Chief of Staff or his/her designee staff will conduct the negotiations and has the final determination of award in the best interest of the OCSOE.
- 8.4 The OCSOE will enter into negotiations with the **six (6)** highest ranked firms, and will award up to six contracts with the terms found to be most beneficial to the OCSOE after best-and final offers are received.

## 9. EVALUATION CRITERIA

The Selection Committee shall evaluate all proposals received, by numerical rating, which meet the submittal requirements. The following factors will be considered in evaluating the responsive proposals received:

CRITERIA	WEIGHT
Qualifications and Experience	40
Staffing Plan	10
Approach and Methodology	50
<b>TOTAL POSSIBLE POINTS</b>	<b>100</b>
Local Opportunity Zone and Veteran Small Business proposers. The details of these programs can be found in the <a href="#">OCSOE's Purchasing Manual Procurement Policy</a> .	5 bonus points

## **10. CONFLICT OF INTEREST**

- 10.1 All proposers must list all and any affiliations they have with other proposers.
- 10.2 The award hereunder is subject to the provisions of Chapter 112, Florida Statutes, as amended, governing conflict of interest. All proposers must disclose with each proposal the name of any officer, director or agent who is also a public or OCSOE employee. Further, proposers must disclose the name of any public employee who owns directly or indirectly an interest of five percent (5%) or more in the proposer's firm or any of its branches. OCSOE employees, and appointed officials (herein referred to as "employees") may engage in outside activities and hold financial interests subject to the requirements of OCSOE's Employee Handbook, state law, and federal regulations and law, if applicable. Every employee who is an officer, director, agent, employee, or owner of a substantial interest in any business entity which does or anticipates doing business with the OCSOE must complete an "Officer and Employee Disclosure Statement" and file the statement with the required procurement documents submitted to the respective purchasing staff member. A statement must be submitted with every procurement response if the proposer has a disclosure to document.

## **11. INSURANCE REQUIREMENTS**

- 11.1 Additional Insured: The OCSOE shall be added to all third-party coverage required by and provided for this contract as an "ADDITIONAL INSURED."
- 11.2 Insurance Details:
- A. Proof of the following insurance must be furnished by the Contractor to the OCSOE, evidenced by a Certificate of Insurance. All insurance must be issued by a company or companies approved by the OCSOE.
  - B. Original Certificates of Insurance meeting the specific required provision specified within this contract shall be forwarded to the OCSOE's Purchasing Department, 119 W Kaley Street Orlando, FL 32806, and approved prior to the start of any work or the possession of any OCSOE property. Renewal certificates must also be forwarded to the purchasing staff member prior to the policy expiration.
  - C. Thirty (30) days written notice must be provided to the OCSOE in the event of cancellation.
  - D. Proposer shall provide complete copies of any insurance policy within seven (7) days of requests made by the OCSOE.
  - E. Commercial General Liability Insurance, including liability assumed under written contract, bodily injury, property damage, personal and advertising injury, and products/completed operations liability written on an occurrence basis with minimum combined single limits for bodily injury and property damage of \$1,000,000 per occurrence;
  - F. Automobile Liability coverage for all owned, non-owned, and hired vehicles written on an occurrence basis, with minimum combined single limits of \$1,000,000 per occurrence;
  - G. Workers' Compensation Insurance providing statutory benefits and Employer's Liability Insurance with minimum limits of \$1,000,000 per occurrence; and
  - H. Umbrella Liability on a follow-form basis providing coverage excess of the underlying policies required by E., F., and G. above in an amount of at least \$1,000,000 per occurrence.

## 12. OCSOE CLAUSES REQUIREMENTS

- 12.1 **INDEMNIFICATION.** The Proposer shall indemnify and hold harmless the OCSOE employees and volunteers from and against all claims, damages, losses and expenses, including legal costs, arising out of or resulting from the performance of this contract, provided that any such claim, damage, loss or expenses is attributed to bodily injury, sickness, disease, personal injury or death, or to injury to or destruction of tangible property including the loss or loss of use resulting there from and is caused in whole or in part by any negligent act or omission of the Proposer.
- 12.2 **MATERIALS.** All materials submitted as response to this ITN shall become the property of the OCSOE.
- 12.3 **COST INCURRED IN RESPONDING.** All costs directly or indirectly related to the Invitation to Negotiate preparation, representation or clarification shall be the sole responsibility of and be borne by the proposer.
- 12.4 **SUB-CONTRACTS.** Nothing contained in this solicitation will be construed as establishing any contractual relationship between any subcontractor and the OCSOE.
- A. The Proposer will be fully responsible to the OCSOE for the acts and omissions of the subcontractor and their employees.
- B. After the award of contract, any changes in subcontractors requires prior OCSOE written approval.
- 12.5 **E-VERIFY.** The Proposer shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the proposer during the term of the contract and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- 12.5 **FEDERAL DEBARMENT.** By submitting a response to the Invitation to Negotiate, the Proposer certifies that no principal (which includes officers, directors, or executives) is presently suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal Department or Agency.
- 12.5 **PUBLIC ENTITY CRIMES.** 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 bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or Proposer under a contract with any public entity; and may not transact business any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list.
- 12.5 **NON-DISCRIMINATION.** The proposer shall comply with all applicable state and federal laws, rules and regulations involving non-discrimination on the basis of race, color, religion, national origin, age or sex.

12.5 **AGREEMENT.** A OCSOE contract will be drafted with the successful proposer, and all general OCSOE terms and conditions apply. This Invitation to Negotiate, the submitted proposal, all attachments, and any addendum released, agreement if applicable, and the corresponding contract will constitute the complete agreement between proposer and the OCSOE. Should there be any conflict between the terms of this ITN, the submitted proposal, and the terms of the agreement (Contract), the terms of the Contract shall be final and binding. The Invitation to Negotiate shall control where in conflict with the submitted proposal.

## 13. EXHIBITS

### Exhibit A – Scope of Services

#### 1. SCOPE OF SERVICES OVERVIEW

- 1.1 The Orange County Supervisor of Elections (“OCSOE”) is requesting proposals from qualified law firms to provide comprehensive legal services. The selected legal service provider will offer expert legal counsel and representation across various legal matters pertinent to the operations and responsibilities of the Supervisor of Elections.
- 1.2 The proposer shall demonstrate a strong capacity for drafting legal documents, providing courtroom representation, analyzing legal issues, and interpreting local and state laws and regulations.
- 1.3 The proposer shall have a demonstrated competency in legal research, persuasive written and oral communication and courtroom representation.
- 1.4 The OCSOE will assign individual tasks as needed during the contract term that will require these primary deliverables:
  - Analyze legal issues, interpret laws, statutes, and regulations;
  - Provide courtroom representation on legal matters;
  - Draft legal documents, memorandum, and election-related documents;
  - Coherently frame complex legal arguments;
  - Draft opinions to the Department;
  - Provide legal advice on laws, regulations, statutes, and industry standards to mitigate legal risks and to prevent potential liabilities.

#### 2. SCOPE OF SERVICE BACKGROUND

- 2.1 The OCSOE communicates with residents, businesses, and community stakeholders about a variety of OCSOE matters, including:
  - Department programs and projects
  - News and events
  - Key issues and areas of interest

2.2 The OCSOE's legal goals are to:

- Ensure compliance with the Voting Rights Act;
- Ensure compliance with all federal, local, and state laws, statutes, and regulations;
- Maintain integrity, honesty and transparency within the voting process;
- Manage election processes and resolve legal issues efficiently;

### **3. QUALIFICATIONS**

The Proposer should have the following qualifications:

- The proposer should be licensed to practice law in the state of Florida;
- Minimum of 5 years of experience in providing legal services, with a focus on election law;
- Proven track record in handling legal matters similar to those described in this ITN;
- Expertise in election law, government law, and related areas.

### **4. SCOPE OF SERVICES; EXHIBIT A**

#### ***A. Services Required***

The scope of legal services required includes, but is not limited to:

#### **1. Election Law and Compliance**

- Advising on federal, state, and local election laws and regulations;
- Reviewing and drafting election-related policies and procedures;
- Ensuring compliance with the Voting Rights Act, and other relevant legislation.
- Providing legal counsel on issues related to voter registration, candidate qualifications, and ballot access.

#### **2. Litigation and Dispute Resolution**

- Representing the Office in election-related litigation, including challenges to election results, voter eligibility, and redistricting.
- Handling all phases of election-related litigation including investigation, pleadings, discovery, pre-trial, trial, settlement, and appeal;
- Advising on dispute resolution strategies to mitigate litigation risks.

#### **3. Contracts and Agreements**

- Reviewing, drafting, and negotiating contracts related to election services and supplies;
- Ensuring compliance with procurement laws and regulations in contract processes;
- Advising on vendor and service provider agreements.

#### **4. Employment and Labor Law**

- Providing legal counsel on employment matters affecting election staff, including hiring, termination; and workplace policies;



- Ensuring compliance with employment laws and handling related disputes.

## **5. Public Records and Open Meetings**

- Advising on compliance with public records laws and open meetings requirements;
- Assisting with responses to public records requests and ensuring proper handling of election-related records.