

THE SCHOOL BOARD OF HAMILTON COUNTY, FLORIDA

RFP 19-002

SCHOOL BOARD ATTORNEY SERVICES

NORRIS & NORRIS P.A.
GUY W. NORRIS, ATTORNEY AT LAW
253 NW Main Blvd.
LAKE CITY, FL 32055
386-752-7240
gnorris@norrisattorneys.com

CONTACT: GUY W. NORRIS

JULY 16, 2018

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NORRIS & NORRIS, P.A.

ATTORNEYS AT LAW
253 N.W. MAIN BOULEVARD
LAKE CITY, FL 32055
www.norrisattorneys.com

Guy W. Norris
John E. Norris
1924 - 2016

Phone: (386) 752-7240
Facsimile: (386) 752-1577

July 16, 2018

Via Hand Delivery

Mr. Michael Vinson
Director of Business Services
School District of Hamilton County
5683 US Highway 129 South, Suite 1
Jasper, FL 32052

RE: RFP 19-002: SCHOOL BOARD ATTORNEY SERVICES
Norris & Norris, P.A. Proposal submitted July 16, 2018

Dear Mr. Vinson:

Enclosed is the Proposal of Norris & Norris, P.A. submitted in response to RFP 19-002: School Board Attorney Services, issued June 21, 2018. We have provided eight (8) duplicate originals, together with an electronic copy per the RFP.

We greatly appreciate the favorable consideration of our firm's Proposal by the School Board of Hamilton County and the District Administration.

Our law firm is uniquely prepared to provide comprehensive legal services to the School Board based upon our years of experience and broad based expertise in assisting School Boards and District Administrations in North Florida. Our firm has successfully served School Boards in virtually all matters relating to the Florida Education Code, including special education services, instructional and non-instructional employment related matters, collective bargaining issues, education facilities financing and real estate transactions and charter schools. Our firm is also experienced, with a proven track record in handling the challenges and disputes regularly facing government agencies including public records and public meetings law, personnel and bargaining unit disputes and litigation, ESE claims and litigation, as well as other contract, construction and constitutional related disputes and litigation.

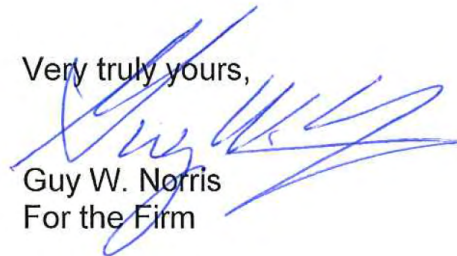
Mr. Michael Vinson
Director of Business Services
July 16, 2018
Page 2

I am the President of the firm, the attorney authorized to make all representations relating to the services of the firm, and will be the primary provider of all legal services to the Board and the District Administration. My Florida Bar number is 0844500.

If you have any questions regarding the foregoing, please let me know.

With best regards, I am

Very truly yours,



Guy W. Norris
For the Firm

GWN:jm
Enclosures

D. PAST RECORD AND EXPERIENCE

PAST RECORD AND EXPERIENCE

Norris & Norris P.A. is a Lake City law firm established in 1985. Presently, Guy W. Norris serves as a sole practitioner on behalf of the firm. Our attorney is assisted by a certified paralegal, an office administrator and a part-time assistant. Our well-trained staff is very capable of providing the excellent legal services expected by the School Board of Hamilton County and its District Administration.

The professional Resume and a biography for Guy W. Norris follows. No attorney or employee associated with Norris & Norris, P.A. has ever been subject to disciplinary action by The Florida Bar or under any law enforcement investigation. Our firm has served the School Board of Columbia County since 1993. We have also had the privilege to represent the School Board of Suwannee County on limited assignments. We consider our service as School Board Attorney to be a public service, as it is for Board Members. We have also served as legal counsel for other public agencies in various matters, including the City of Lake City Code Enforcement Board counsel, the City of Lake City Fire Fighters Pension Fund counsel, the Columbia County Property Appraiser's counsel and as the attorney for the Columbia County Value Adjustment Board.

We believe that the School Board Attorney is the most complex of all local government agency Board counsel positions. As a public agency, the School District regularly faces complex personnel issues similar to large private employers. The District Administration and personnel also experience daily direct contact with hundreds of families regarding the sensitive subjects of the education, transportation, supervision, and care of their children, including the requirements imposed on School Districts to provide exceptional education services to disabled students and adult education programs. Consequently, the School Board and District Administration have more significant oversight requirements and personnel related litigation risk than faced by any other public entity in the County. School District operations present complex legal issues that demand significant legal experience and broad based legal expertise in numerous areas of the law, many of which are constantly amended by the Legislature.

We have the experience and a proven track record of success in administrative, transactional and litigation related matters involving the Florida Education Code and applicable federal law. We will work closely with the District Administration staff to best serve the Board. We have handled hundreds of school board legal matters, ranging from multi-million dollar financing of school construction, to the sale and purchase of real estate, to Charter Schools applications and terminations, to personnel misconduct investigations and terminations, and numerous proceedings before the Division of Administrative Hearings, the Public Employee Relations Commission and the Florida Department of Education Bureau of Exceptional Education and Student Services. Our goal is to successfully avoid litigation when it is in the District's best interest to do so, and to favorably resolve the legal issues faced by the School Board in a professional and cost effective manner.

We take great pride in our responsiveness to the legal matters presented. We understand that when called upon, the School Board expects to receive a carefully considered, definitive and timely response. By proactively performing the necessary research and applying our experience and expertise to the issues presented, our firm will provide accurate, concise and cost-effective legal services to the Board and the District Administration.

We will work very hard to address the District's legal issues that will or could come before the Board well in advance of Board Meetings. We attempt to keep the Board Members fully advised of significant legal matters without inundating you concerning issues for which there is clear Board Policy or applicable law. Certainly an important function of the Board counsel is to accurately advise you on the legal ramifications of Board action, or inaction, as the case may be. We attempt to address all such legal issues by consultations with the District Administration and Board Members individually, in advance of the Meetings. When potential controversial matters may come before the Board we engage in significant preparatory efforts with the District Administration to diffuse the controversy as much as possible in advance to avoid burdening the Board Members with highly charged, controversial matters during Board Meetings.

Our firm is uniquely positioned to meet the legal services necessary for the School Board. Our firm will always present our very best effort to zealously represent the best interests of the School Board and District Administration in a professional, fair, honorable, forthright and ethical manner.

Thank you for your consideration.

GUY W. NORRIS
NORRIS & NORRIS, P.A.

253 NW MAIN BOULEVARD

LAKE CITY, FL 32055

TEL: (386) 752-7240

FAX: (386) 752-1577

www.norrisattorneys.com

RESUME

Employment: Managing Shareholder and President, Norris & Norris, P.A.,
Lake City, Florida, 1993 through present

Our firm represents individuals, business entities and financial institutions in real estate acquisition and lending transactions including, construction financing, business loans, and public financing for counties, cities, school districts and interlocal government agencies. We also represent entities and individuals in other transactional and litigation matters.

I served as School Board Attorney for the School Board of Columbia County for 12 years. We have successfully litigated numerous administrative law matters relating to employee misconduct, grievances and terminations, ESE claims and labor association disputes and other matters before the Division of Administrative Hearings and the Public Employees Relations Commission. We have also successfully defended the Board in multiple OCR claims, construction litigation disputes, as well as other filed and threatened claims before the Florida Department of Education, including termination of a Charter School. I handled all real estate transactions, bond financings and other related transactional issues for the School Board of Columbia County since 1993, in addition to all garnishment cases in which the School District is named as garnishee.

Associate, Fisher, Rushmer, Werrenrath, Keiner, Wack & Dickson, P. A.,
Orlando, Florida
1990 through 1993

I began my legal practice with the Fisher, Rushmer firm immediately upon graduation from law school. At the time, Fisher, Rushmer was comprised of 40 attorneys, and specialized in insurance defense litigation. I handled and assisted in the litigation defense of construction claims, legal malpractice, insurance and bank fraud and automobile negligence cases. I left the Fisher firm in April, 1993 to return home to Lake City to practice law with Norris & Koberlein.

Education: University of Florida Levin College of Law, Gainesville, Florida,

Juris Doctorate, 1989

Stetson University College of Law, St. Petersburg, Florida,
Attended 1987, transferred to UF

University of Florida, Gainesville, Florida,
Bachelor of Sciences, 1986

Florida Law Review, Gainesville, Florida 1988-89

Stetson Law Review, St. Petersburg, Florida 1987

Professional Qualifications and Activities:

State of Florida:

Commissioner, Florida Commission on Ethics,
appointed by Governor of Florida, confirmed by the Florida Senate, 2015-
2017, reappointed and reconfirmed 2017-2019

The Florida Bar:

Practicing Attorney in Florida, 28 years

Martindale-Hubbell, AV Preeminent, Peer Rated for Highest Level
Professional Excellence and Ethical Standing

School Board Attorney, The School Board of Columbia County, Florida,
12 years

Legal Counsel, Columbia County Property Appraiser and Value Adjustment
Board, 2014-2016

Legal Counsel, City of Lake City Code Enforcement Board, 2003-2014

Legal Counsel, Board of Trustees of the City of Lake City Firefighter's Pension
Plan and Trust Fund, 2002-2010

Admitted to All State Courts of Florida, the United States District Court,
Middle District and Northern District of Florida, 28, 28 and 15 years,
respectively

Author: "Acreage" and "Timberlands", Florida Real Property
Complex Transactions, 9th edition, 2018

Author: "Property Descriptions", Florida Real Property
Sales Transactions, 8th edition, 2017

Recipient, The Florida Bar President's Pro Bono Service Award,
2004

Real Property, Probate & Trust Law Section, Executive Council,
2001 through 2012

Young Lawyer's Division Board of Governors, 1997-1999

Statewide Advertising Grievance Committee, 2005-2007

City, County & Local Government Law Section, Member

Business Law Section, Member

Trial Lawyer's Section, Member

Third Judicial Circuit Bar Association:

Third Circuit Bar Association, 1993 through Present
President, 2007-08

Third Circuit Judicial Nominating Commission,
appointed by Governor of Florida, 2002-2008,
Chairman, 2003-2005

Third Judicial Circuit Grievance Committee,
appointed by President of The Florida Bar, 2006-2008

Community Activities:

Board of Trustees, Shands Lake Shore Regional Medical Center, 2014-Present

Rotary Club of Lake City, Lake City, Florida, 1993-Present,
President, 2004-05

Lake City/Columbia County Chamber of Commerce, 1993-Present,
President, 2000

Youth League Soccer Coach and Sponsor, 2001-2015

Youth League Baseball Coach, 2003-2007

North Florida Youth Sports Foundation, Inc., 1999-2010
Columbia County Public Schools Foundation Board, 1993-1996

Florida Alpha Educational Foundation-PDT, Inc., 1993-Present,
President, 2006-Present

Big Brothers & Big Sisters Advisory Board, Columbia County, Florida, 1993-1996

State Committeeman, Columbia County Republican Party, appointed 1994,
elected 1996-2000

The Green House Family Counseling Center Board, Orlando, Florida
President, 1992-93

First Presbyterian Church, Lake City, Florida
Elder and Deacon

Columbia County Gator Club, Lake City, Florida
President, 1996-97

Practice Areas:

Administrative and Local Government Law, Real Estate Transactions and Litigation,
Business Law, Estate Planning and Probate

References: The Honorable Judge Leandra G. Johnson, Third Judicial Circuit Court,
Lake City, Florida
The Honorable Judge Frederick L. Koberlein, Retired, Dixie County
Judge, Dixie County, Florida
Leonard Dietzen, Esquire, Tallahassee, Florida,
Suwannee County School Board Attorney
Mr. Charles Maxwell, Lake City, Florida
Mr. Glenn Hunter, Lake City, Florida
Mr. Terry Huddleston, Lake City, Florida
Mr. Michael Millikin, Lake City, Florida
Mr. R.M. "Mike" Null, Lake City, Florida
Mark Levine, Esquire, Tallahassee, Florida, FEA Panel Counsel
The Honorable Judge Gregory S. Parker, Third Judicial Circuit Court,
Perry, Florida
The Honorable Judge Andrew J. Decker, III, Third Judicial Circuit Court,
Jasper, Florida
The Honorable Judge Edwin A. Scales, Florida Third District Court of
Appeal, Miami, Florida
The Honorable Tim Cerio, Tallahassee, Florida, State University System of
Florida Board of Governors
Mr. Keith Hatcher, Lake City, Florida

Personal: Married to Suzanne M. Norris, children – William, John, James and Paul

Guy W. Norris is the Managing Shareholder of Norris & Norris, P.A., in Lake City, Florida. He earned his undergraduate and Juris Doctorate degrees from the University of Florida, and was a member of the Florida Law Review. He is the Author of "Acreage" and "Timberlands," Florida Real Property Complex Transactions, 9th edition, 2018, and "Property Descriptions," Florida Real Property Sales Transactions, 8th edition, 2017. He practices in the areas of Administrative and Local Government Law, Real Property, Business Law, Civil Litigation, Probate and Estate Planning. Mr. Norris is Peer Reviewed as AV Preeminent by Martindale-Hubble, its highest rating for Professional Excellence and Ethical Standing. He presently serves as a Commissioner for the Florida Commission on Ethics. He is a past member of the Executive Council for the Real Property, Probate & Trust Law Section and served as a member of the Young Lawyer's Division Board of Governors of The Florida Bar. He has received the President's Pro Bono Service Award for legal services to the poor from The Florida Bar. As a student at the University of Florida he was recognized as the Outstanding Male Leader by the National Alumni Association and as a member of Florida Blue Key Leadership Honorary. Mr. Norris is married to Suzanne M. Norris, who currently serves as Chairman of the Board of Trustees of Florida Gateway College. They share a long standing commitment in support of public education, their faith and the community. They have four boys, William, John, James and Paul.

E. DOCUMENTS TO BE RETURNED

HAMILTON COUNTY SCHOOL BOARD

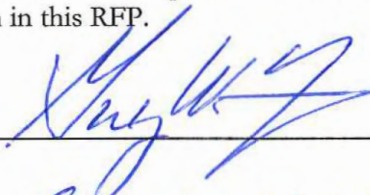
RFP 19-002

ASSURANCES AND ATTESTATION

I, the undersigned, as the proposer or legally authorized representative of the proposer, do hereby agree that:

- I have read and understood all instructions and stipulations contained in this RFP; AND
- All information included in this proposal, to the best of my knowledge, is accurate and meets the requirements set forth in this RFP; AND
- If selected, I will negotiate a contract for services with the District in good faith and in conformity to this RFP; AND
- I will comply with all applicable laws and regulations pertaining to the provision of legal services for Florida school board attorneys; AND
- I will maintain and provide verification upon request of the insurance requirements as set forth in this RFP.

Signature:



Date:

July 16, 2018

Print Name:

GUY W. NORRIS

Title:

PRESIDENT

NON-COLLUSION AFFIDAVIT

State of Florida

County of Hamilton Columbia

Guy W. Norris being first duly sworn, deposes and says that:

(1) He/she is the Owner, Partner, Officer, Representative, or Agent

of the Proposer that has submitted the attached Proposal;

(2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm or person to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents' representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed, and delivered in the presence of:

Michelle De Shaw
Jeri Sue Moffitt

BY: Guy W. Norris

Printed Name: Guy W. Norris

Title: PRESIDENT

NON-COLLUSION AFFIDAVIT Part 2

I state that Norris & Norris, P.A., understands and
(Name of my firm)

acknowledges that the above representations are material and important, and will be relied on by
HAMILTON COUNTY SCHOOL BOARD in awarding the contract(s) for which this bid is
submitted.

I understand and my firm understands that any misstatement in this affidavit is and shall be
treated as fraudulent-concealment from HAMILTON COUNTY SCHOOL BOARD of the
true facts relating to submission of bids for this contract.

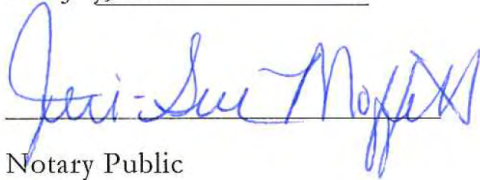


Name and Company Position

SWORN TO AND SUBSCRIBED

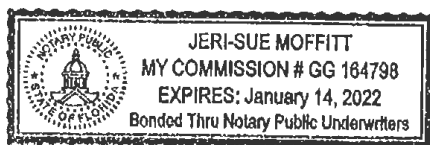
BEFORE ME THIS 16th DAY

OF July, 2018



Notary Public

My Commission Expires:



F. FEE STRUCTURE

LEGAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into effective the 3rd day of September, 2018, by and between the SCHOOL BOARD OF HAMILTON COUNTY, FLORIDA (the "Board"), Norris & Norris, P.A., 253 NW Main Boulevard, Lake City, Florida, 32055 (the "Law Firm"), and Guy W. Norris of the Law Firm (the "Attorney").

WITNESSETH:

The Board, the Law Firm and the Attorney agree as follows:

1. The Board hereby contracts with the Law Firm to provide legal services to the Board.
2. Guy W. Norris shall be the attorney from the firm with the primary responsibility for all matters relating to this Agreement.
3. The Law Firm and the Attorney have been retained and paid by the Board as an independent contractor performing legal services on behalf of the Board. The Law Firm and the Attorney are not employees of the Board.
4. The term of this Agreement shall commence on September 3, 2018, and end on August 31, 2021. Thereafter, it is anticipated that the term of the Legal Services Agreement shall be renewed for a three (3) year term.
5. Either party may terminate this agreement by the giving of thirty (30) days' written notice to the other, for any reason whatsoever, and the provisions herein shall be null and void and of no effect upon such termination.
6. The Law Firm and the Attorney are retained by the Board, report directly to the Board, and shall be directly responsible to the Board. Provided, however, nothing in this Agreement shall be construed to prohibit or preclude the rendition of legal services

to the Superintendent of Schools and the members of the Superintendent's supervisory staff. It is the express intent of the Board, the Law Firm and the Attorney that the legal advice and services of the Attorney shall be available to the Superintendent and the Superintendent's staff, and to such other of the Board's employees as the Board shall designate. When providing legal advice and services to the Superintendent of Schools or other supervisory staff, from time to time situations may develop in which the rendition of legal advice and services to the Superintendent or other supervisory staff may later create or result in a conflict of interest or potential conflict of interest with the Law Firm and the Attorney's representation of the Board. At such time as it appears to the Attorney that a conflict of interest exists or may exist, the Attorney shall promptly notify the Board Chair and the Superintendent, or other supervisory staff, of such conflict or potential conflict. In all instances the Board is the client of the Law Firm and the Attorney, and the Law Firm's and Attorney's representation shall not be directly adverse to the Board's interests.

BASIC SERVICES

7. The Basic Services ("Basic Services") to be provided by the Attorney shall include:

(a) attendance at all regular and special school board meetings, including workshops, when specifically requested by the Board or the Superintendent, not to exceed two (2) per month;

(b) providing legal advice to the Board Members, the Superintendent, Assistant Superintendent, and authorized members of the Superintendent's Supervisory staff, including Directors and other employees of the Board, when specifically requested by the Board, Superintendent or an Assistant Superintendent;

(c) representation of the Board or a Board Member serving as a Hearing Officer at uncontested expulsion or discipline hearings, including, but not

limited to, advising the Board or Hearing Officer on matters of law, assisting the Board or Hearing Officer in the conduct of the hearing, and preparation of Recommended and Final Orders;

(d) representation of the Board at uncontested Individual Education Plan meetings, conferences or hearings;

(e) representation of the Board at rule making administrative hearings before the Board;

(f) reviewing proposed Board Policies and assisting Administration in drafting or preparing revisions to specific policies upon request by the Board or Superintendent;

(g) assisting the Board in obtaining outside counsel whenever appropriate, and

(h) reviewing and offering counseling on revisions to routine contracts or other required written documents on behalf of the Board.

8. In the event of the unavailability of the Attorney, the Attorney may authorize other attorneys in the Law Firm, or the Attorney may make arrangements, at no additional expense to the Board, to have a well-informed colleague, to assist with the Basic Services.

9. As prescribed by The Florida Bar, the following factors will be considered as guides when determining the reasonableness of fees for legal services: (1) the time and labor required, the novelty and difficulty of the questions involved and the skill requisite to perform the legal services properly; (2) the likelihood that the acceptance of the particular employment will preclude other employment by the lawyer; (3) the fee customarily charged in the locality for similar services; (4) the amount involved and the results obtained; (5) the time limitations imposed by the Board or by the circumstances; (6) the nature and length of the professional relationship with the Board; and (7) the experience, reputation and ability of the attorneys performing the services.

The Law Firm shall be compensated for Basic Services as follows:

- (a) for the period of September 3, 2018 to August 31, 2019, at the rate of \$2,400.00 per month;
- (b) for the period of September 1, 2019 to August 31, 2020 at the rate of \$2,500.00 per month;
- (c) for the period of September 1, 2020 to August 31, 2021, at the rate of \$2,600.00 per month.

ADDITIONAL SERVICES

10. The Attorney shall also represent the Board for matters in addition to the Basic Services (the "Additional Services"). Such Additional Services involving the School District may include, but are not limited to: litigation, including services performed in anticipation of litigation, arbitration, administrative proceedings, appeals, real estate matters, construction contracts and other construction related matters, redistricting issues, charter school issues, contested expulsions, disciplinary or other administrative or legal proceedings in which the respondent is represented by legal counsel or in which the issues involved reasonably expose the Board to the risk of future litigation, condemnation proceedings, Bond Financing related matters, zoning, planning and concurrency matters, collective bargaining issues, garnishment proceedings, the drafting of legal documents, contracts, agreements, instruments, and resolutions for execution by the Board, and reviewing and redrafting of School Board policies upon request.

11. Additional Services shall be charged in increments of one tenth of an hour for actual Attorney time rendered.

12. The Attorney shall be compensated for Additional Services for the period of September 3, 2018 to August 31, 2021, at the rate of \$200.00 per hour. The Law Firm's Paralegal shall be compensated for Additional Services at the rate of \$95.00 per hour. The Attorney shall be compensated for Additional Services for garnishment proceedings for the period of July 1, 2018 to June 30, 2021, at the rate of \$200.00 per hour, with a one-hour minimum charge, to be reimbursed in part by the plaintiff and the defendant per Chapter 77, Florida Statutes.

13. In the event of the unavailability of the Attorney, or for matters in which another member of the Law Firm has expertise which would benefit the Board, the Attorney may authorize other attorneys in the Law Firm to assist with the Additional Services.

14. The Attorney and the Board acknowledge and agree that the hourly rate charged for Additional Services is reduced from the Attorney's standard hourly rate for similar services to non-public agencies. It is not the intent of the Board to limit the rate or amount which may be determined by a court or hearing officer to be reasonable attorneys' fees in a particular matter. In the event a court or hearing officer determines that the Board is entitled to recover its attorneys' fees from an adverse party, the attorneys' fees shall be the greater of the reasonable attorneys' fees awarded by the court or the attorneys' fees calculated as set forth above.

BILLING AND EXPENSES

15. Invoices for Basic Services shall be submitted monthly. Invoices for Additional Services shall include an itemized description of services rendered, and be submitted monthly. Invoices are payable within fifteen (15) days of the date of receipt.

16. (a) The Attorney shall be reimbursed for expenses incurred on behalf of the School District (i.e., cellular and long distance telephone calls, photocopying, delivery charges, postage expenses, and the like) at the rate of 1.0 times the actual expense(s). All reimbursable expenses related to Basic Services shall be itemized and included in the monthly invoices. All reimbursable expenses related to Additional Services shall be included on the Additional Services invoices. Any reimbursable expenses over \$300.00 may be billed directly to the Board. The Board agrees to pay these bills on a timely basis, according to their terms.

(b) The Board will reimburse the Law Firm for annual dues and assessments actually paid for the Attorney's membership in The Florida School Board Attorneys Association and The National Council of School Board Attorneys. Such membership fee reimbursement requests shall be submitted with the Basic Services invoice.

(c) The Board will reimburse all travel expenses in accordance with School Board Policy for the Attorney to attend out-of-district Florida School Board Attorneys Association meetings, and for School District matters. Such expenses shall be submitted for reimbursement with the Basic Services or Additional Services invoices, as appropriate.

17. If payment of all or part of the Board's reasonable attorneys' fees is made by an adverse party pursuant to agreement or court order, such payment shall be first credited to any outstanding amount due, including interest, and any balance shall be reimbursed to the Board.

MISCELLANEOUS

18. The Attorney shall at all times maintain Professional Liability coverage as may be required by the Board, with minimum limits of liability as follows:

\$2,000,000.00 per claim

\$2,000,000.00 total limit

\$10,000.00 deductible or less, for which the Attorney will be responsible.

19. To enable the Law Firm and the Attorney to effectively render the services contemplated, the Board agrees to disclose fully and accurately all facts and keep the Law Firm and the Attorney apprised of all developments relating to pending matters before the Board. The Board agrees to cooperate fully with the Law Firm and the Attorney, and to make itself or its representatives available to attend meetings, conferences, hearings and other proceedings as necessary.

20. The Board acknowledges that the Law Firm and the Attorney have made no guarantees as to the outcome of any matter for which the Law Firm and the Attorney provide services.

Dated and agreed to as of the effective date set forth above.

NORRIS & NORRIS, P.A.

SCHOOL BOARD OF HAMILTON
COUNTY, FLORIDA

GUY W. NORRIS
Norris & Norris, P.A.
253 NW Main Blvd.
Lake City, FL 32055

By: _____
JOHNNY BULLARD
Chairman

ATTEST: _____
REX MITCHELL
Superintendent of Schools

G. ADDITIONAL DOCUMENTS

REFERENCES

The Honorable Judge Leandra G. Johnson
Third Judicial Circuit Court
173 NE Hernando Avenue, Room. #239
Lake City, FL. 32055
Phone: 386-719-2012

The Honorable Judge Frederick L. Koberlein, Retired
Koberlein Law Offices
855 SW Baya Drive
Lake City, Florida 32025
Phone: 386-269-9802

Leonard Dietzen, Esquire
Suwannee County School Board Attorney
Rumberger, Kirk & Caldwell
215 South Monroe Street, Suite 702
Tallahassee, Florida 32301
Phone: 850-222-6550

Mr. Charles Maxwell
3646 SW Elim Church Road
Ft. White, Florida 32038
Phone: 386-497-2741

Mr. Glenn Hunter
283 Ventura Lane
Lake City, Florida 32025
Phone: (386) 623-3741

Mr. Terry Huddleston
319 SE Sandia Way
Lake City, Florida 32025
Phone: 386-365-8298

Mr. Michael Millikin
2023 SW SR 47
Lake City, Florida 32025
Phone: 386-755-4098

Mr. R.M. "Mike" Null
1249 SW Ridge Street
Lake City, Florida 32024
Phone: 386-755-2858

Mark Levine, Esquire
FEA Panel Counsel
Levine & Stivers, LLC
245 East Virginia Street
Tallahassee, Florida
Phone: 850-222-6580

The Honorable Judge Gregory S. Parker
Third Judicial Circuit Court
P.O. Drawer 1000
Perry, FL. 32348
Phone: 850-838-3520

The Honorable Judge Andrew J. Decker, III
Third Judicial Circuit Court
207 N.E. First Avenue
Jasper, FL. 32052
Phone: 386-792-1710

The Honorable Judge Edwin A. Scales
Florida Third District Court of Appeal
2001 S.W. 117th Ave.
Miami, Florida 33175
(305) 229-3200

The Honorable Tim Cerio
State University System of Florida Board of Governors
11412 Turkey Roost Road
Tallahassee, Florida
Phone: 813-784-5656

Mr. Keith Hatcher
Risk Manager and Purchasing Director
School District of Columbia County
372 W. Duval Street
Lake City, Florida
386-365-8742



Created by The Florida Bar for its members

541 E. Mitchell Hammock Road Oviedo, Florida 32765
Phone: 800-633-6458 Fax: 800-781-2010
www.flmic.com

*Lawyers Professional Liability Policy
This is a Claims Made and Reported Policy. Please read it carefully.*

Declarations

Policy Number: 85212

Item 1. Named Insured: Norris & Norris, P.A.

Mailing Address: 253 NW Main Boulevard
Lake City, FL 32055

Item 2. Policy Period: From 01/01/2018 to 01/01/2019 at 12:01 A.M.

Standard Time at Your Address Shown Above

Item 3. Limit of Liability: \$2,000,000 *Per Claim*
\$4,000,000 *Total Limit*

Item 4. Deductible: \$5,000 *Annual Aggregate*

Item 5. Policy Premium: \$7,793.00 *Annual Premium*

Item 6. Forms and Endorsements Attached at Policy Issuance:

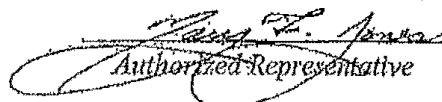
FLPL-101 (R.01/01/2016) FLPL-200R (R.01/01/2014) FLPL-103 (R.08/01/2011)
FLPL e-JD™ (R.01/01/2016)

The Policy is not valid until signed by Our authorized representative.

December 29, 2017

Date Issued

FLPL-100 (R.08/01/2011)


Authorized Representative

Page 1 of 1



Created by The Florida Bar for its members

*Lawyers Professional Liability Policy
This is a Claims Made and Reported Policy. Please read it carefully.*

RETROACTIVE DATE SCHEDULE ENDORSEMENT

Named Insured: Norris & Norris, P.A.

Policy Number: 85212

Endorsement Number: 1

Effective Date: 01/01/2018

It is understood and agreed that the **Retroactive Date** of each lawyer is as shown below:

Name

Guy W. Norris

Retroactive Date

Unlimited

All other terms and conditions of the **Policy** remain unchanged.

December 29, 2017

Date Issued

FLPL-103(R.08/01/2011)


Authorized Representative

Page 1 of 1

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Norris & Norris P.A.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☒ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

253 NW Main Blvd

6 City, state, and ZIP code

Lake City, FL 32055

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

5 9 - 2 6 7 6 4 2 7

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

July 16, 2018

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (Interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Florida Statutes on Public Entity Crime

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to The School Board of Hamilton County, Florida
By Guy W. Norris, President
(print this individual's name and title)
For Norris & Norris, P.A.
(print this individual's name and title)
whose business address is 253 NW Main Blvd., Lake City, FL 32055
and if applicable whose Federal Employer Identification Number (FEIN) is 59-2676427

If the entity has no FEIN, include the Social Security Number of the individual signing this sworn Statement:
2. I understand that a "public entity crime" as defined in paragraph 287.133(1)(a), Florida Statutes, mean a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States including, but not limited to any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a Jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in a relation to the entity submitting this sworn statement. (Please indicate which statement applies).



Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.



The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. AND (Please indicate which additional statement applies).



The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. However, there has been a subsequent proceeding before a Hearing Officers of the State of Florida, Division of Administrative Hearings and the Final Order by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attached is a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED AND FOR THE PERIOD OF THE CONTRACT ENTERED INTO, WHICHEVER PERIOD IS LONGER. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.


Signature

City of Lake City, STATE OF FLORIDA

Sworn and subscribed before me this 16th day of July, 20 18 by

GUY W. NORRIS who is personally known to me, or who produced
(name of person whose signature is being notarized)

identification - _____
(type of identification)

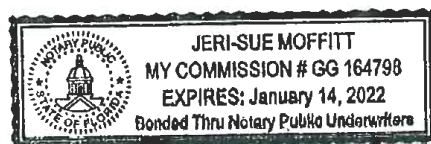
NOTARY PUBLIC:

[SEAL]

Signature:  Date: 7-16-18

Print Name: Jeri-Sue Moffitt

My commission expires _____



DRUG FREE WORKPLACE CERTIFICATION FORM

In accordance with Florida statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program *shall be given preference* in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor's Signature

 President

H. RFP 19-002, SCHOOL BOARD ATTORNEY SERVICES



Hamilton County School District

Business Services Department
5683 US Highway 129 South, Suite 1
Jasper, Florida 32052
Phone: 386.792.1228 – Fax: 386.792.3681

Rex L. Mitchell, Superintendent

Michael D. Vinson Jr., Director of Business Services

School Board Members
Cheryl McCall – District 1
Gary Godwin – District 2
Saul Speights – District 3
Johnny Bullard – District 4
Suzette Wiggins – District 5

REQUEST FOR PROPOSALS

DATE: Thursday, June 21, 2018

SOLICITATION #: RFP 19-002

SOLICITATION NAME: School Board Attorney Services

PROPOSALS DUE: Monday, July 16, 2018
No Later Than: 2:00 PM

SUBMISSION OF PROPOSALS: Hamilton County School District
(NOTE 'SEALED BID' ATTN: FINANCE
ON ENVELOPE) 5683 US Highway 129 South, Suite 1
Jasper, FL 32052

PROPOSAL SUMMARY: The District requests proposals to provide high-quality legal services to the Board. The work involves the review and interpretation of federal, state, and local laws and regulations and the provision of legal advice and counsel as it relates to matters of significance to Florida school boards. Must be able to offer a full range of legal services to a relatively small and diverse public school system. The School Board Attorney is appointed by, and is directly responsible to, the School Board, and also works closely with the Superintendent and his or her administrative staff.

GENERAL REQUIREMENTS

1. **Solicitation:** Proposals are solicited from the public for the provision of high-quality legal services to the Hamilton County School Board.
2. **Submission:** Proposals are to be sent to the following address and are due by Monday, July 16, 2018, at 2:00 PM:

Hamilton County School District
ATTN: FINANCE
5683 US Highway 129 South, Suite 1
Jasper, FL 32052

Proposers must include the words 'SEALED BID' on the exterior of the envelope to avoid unintentional opening and to maintain bid integrity.

3. **Proposed Calendar:**

<u>Date</u>	<u>Time</u>	<u>Event</u>
Monday, July 16	2:00 PM	Proposals due to Finance.
Monday, July 16	2:30 PM	Proposals opened in Finance by the Director of Business Services.
Tuesday, July 17	11:00 AM	Proposals distributed to Board members for independent review and ranking.
Thursday, July 19	11:00 AM	Board member rankings provided to Director of Business Services for tabulation and selection of top three (3) proposers.
Tuesday, July 24	4:00 PM	Proposer presentations and interviews at Board Workshop.
Tuesday, July 24	TBD	Selection of Proposer at Board Workshop.
Tuesday, July 24	TBD	Award of RFP 19-002 at Special Meeting.
Monday, Sept 3	N/A	Beginning of Contract for Legal Services.

4. **Opening:** All sealed proposals will be opened by the Director of Business Services in the Business Finance Office on Monday, July 16, 2018, at 2:30 PM.
5. **Evaluation:** Proposers that submit qualifying sealed proposals and that properly complete and submit all required documentation will be evaluated and ranked by School Board members based on how each proposal addresses the criteria noted in the Proposal Details and Eligibility section of this RFP. The Director of Business Services will tabulate this initial evaluation and identify the top three (3) qualifying proposals. These proposers will be contacted on or before Friday, July 20, 2018, and provided a time to present before the Board at the Board Workshop on Tuesday, July 24, 2018.
6. **Presentations:** During presentations, the Board will complete the remainder of the evaluation sheets and provide them to the Director of Business Services for a final tabulation. The Director

of Business Services will be accompanied by two additional School Board employees to the Finance Office where this final tabulation will occur. The selected proposer will be identified at the conclusion of the Workshop.

7. **Award:** The Request for Proposal will be awarded to the selected proposer during the Special Meeting which follows the Board Workshop.
 8. **Final Tabulation Results:** All qualifying proposals will be included on the final tabulation sheet. The final tabulation sheet will be posted to the District website and will accompany this document under awarded or expired bids.
 9. **Contingency:** In the event the District is unable to negotiate a contract with the awarded proposer, the next highest proposer may be notified and given the opportunity to fulfill the requirements herein at that proposer's fee structure and under the terms and conditions already established in this RFP.
 10. **Inquiries:** Please direct all other inquiries, including any errors or inconsistencies found in this RFP, to Michael Vinson, Director of Business Services, at Michael.vinson@hamiltonfl.com.
 11. **Rejection and Waiver:** The District reserves the right to reject any bid and/or cancel the RFP based on information provided by the proposer and/or according to its best interest. The School Board also retains the option, should no proposal satisfy the RFP criteria, to directly negotiate with an attorney of the Board's choosing.
 12. **Addenda:** Any addenda to this request will be posted to the District website. It is the proposer's responsibility to check the website regularly.
 13. **Cancellation:** The School Board may, during the contract period, terminate or cancel the services covered in this RFP with or without cause upon thirty (30) days written notice to the selected proposer.
 14. **Cost to Respond:** The School Board will not reimburse any proposer for any costs associated with responding to this RFP.
 15. **Proposal Public Record:** Proposer acknowledges that all information contained within their proposal is part of the public domain as defined by the State of Florida Sunshine and Public Record Law.
 16. **Conflict of Interest:** The award of this RFP is subject to the provisions of Chapter 112, Florida Statutes. All proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the Hamilton County School Board.
 17. **Unrequested Solicitation:** Any solicitation of Board Members, members of management, or any other employee of the District by the proposer may result in this proposal being denied consideration.
-

PROPOSAL DETAILS AND ELIGIBILITY

1. School Board and County Highlights:

- a. County population: > 14,000 residents.
- b. Public schools: Two (2) schools [High School (HCHS) and Elementary School (HCES)] located on the same campus as the District office just off of the I-75 exit for US Highway 129. In addition, the District owns educational buildings at five (5) other locations within the County which are vacant or being leased to third parties.
- c. Annual operating budget: > \$18,000,000.
- d. Students: Approximately 1,620
- e. Staff: Approximately 280

2. Eligibility:

a. Minimum Qualifications:

- (1) A law degree from an accredited law school.
- (2) Admitted to the Florida Bar.
- (3) Five (5) years of experience in the practice of law.

b. Preferred Qualifications:

- (1) Admitted to, or eligible for admission to, the trial bar of the United States District Court for the Middle District of Florida and the Eleventh Circuit Court of Appeals.
- (2) Experience in and knowledge of laws applicable to the primary practice area for which these services are being retained and laws applicable to K-12 school districts.

c. Preferred Performance Criteria: Demonstrated ability with the following:

- (1) General knowledge of school board policies; state, federal, and administrative laws relating to the area of School Board Attorney.
- (2) General knowledge of judicial proceedings, rules of evidence and methods of legal research.
- (3) General knowledge of local government law.
- (4) Skills in conducting research on complex legal matters and preparing sound legal opinions.
- (5) Ability to interpret and apply legal principles and precedents in resolving complex legal problems.
- (6) Ability to communicate clearly and concisely, orally and in writing.
- (7) Ability to participate in the preparation and presentation of civil litigation matters before County, State, and Federal Courts.
- (8) Ability to participate in the preparation and presentation of civil litigation matters before the Division of Administrative Hearings.
- (9) Ability to establish and maintain effective working relationships with public officials, management, staff, subordinates, and the general public.

- (10) Proven record of excellence in legal counseling and advising senior management or Boards.
- (11) Proven experience in structuring, negotiating, and drafting documentation for complex transactions.
- (12) Knowledge of institutional/corporate governance issues and concerns.
- (13) Experience with Florida School Laws, including general knowledge of Florida Department of Education requirements and practices.
- (14) Experience in, and familiarity with, a highly regulated industry/agency.
- (15) Strong management, legal analysis, and writing skills.
- (16) Ability to work with professional employees and lawyers.
- (17) Understanding of the need for appropriate risk assessment and management on behalf of the Board.
- (18) Broad breadth of legal experience and/or ability to surround oneself with counsel to handle complex cases in such areas as:
 - Florida school laws
 - Contract law
 - Constitutional law
 - Civil rights law
 - Local government agency laws
 - Administrative procedures act
 - Government contracts procurement process
 - Public records and Sunshine laws
 - Labor/employment/collective bargaining
 - Commercial
 - Real estate/construction law
 - Experience with regulatory compliance

3. **Proposal Requirements:** In order to facilitate comparability and enhance the review process, **eight (8) hard copies and one (1) electronic copy of the proposals should be provided and must be organized as outlined below.** Please forward the electronic copy to michael.vinson@hamiltonfl.com.
- a. **Title Page:** Show the RFP number and name and the proposer name and contact information.
 - b. **Table of Contents:** Include a clear identification of the material by section and page number.
 - c. **Letter of Transmittal:** Limit to one or two pages and include the following:
 - (1) Briefly state the proposer's understanding of the work to be done and demonstrate a positive commitment to perform the work.
 - (2) Give names of the persons who will be authorized to make representations for the proposer, their titles, and telephone numbers.
 - (3) Give the attorney's Florida Bar Number. If the Proposer is a firm, the Bar Number for each individual attorney must be listed.

- d. **Past Record and Experience:** This section should be designed to demonstrate the proposer meets or exceeds the qualifications and criteria listed in the eligibility section above. Ensure the following items are addressed in this section:
- (1) State whether the attorney or firm is local, regional or national.
 - (2) Give the location of the office from which the work is to be done and the number of partners, managers, supervisors, seniors, and other professional staff employed at that office.
 - (3) Describe the attorney's or firm's experience in Florida school board attorney or similar law.
 - (4) Describe any disciplinary action taken against the attorney, firm, or individual associated with the firm by the Florida Bar.
 - (5) Give the names and addresses of at least three (3) school boards or other agencies for whom similar services have been performed within the last five (5) years and the date and the specific service rendered in each case.
 - (6) Professional resume of lead attorney to be assigned to the School Board including past employment history.
 - (7) Provide any additional information which demonstrates the firm and/or attorney meets or exceeds the qualifications and criteria under the eligibility section above.
- e. **Documents to be Returned:**
- (1) Assurances and Attestation (Template Attached)
 - (2) Non-Collusion Affidavit (Template attached)
- f. **Fee Structure:** The fee structure should include a retainer for basic services such as contract review; Board meeting prep and attendance; standard provision of legal advice to the Board, Superintendent, and management; cursory reviews of common Board litigation and legal matters; inter alia. Other rates may be provided for work outside the scope of basic services.

In addition, reimbursement of fees for required trainings and certifications specific to Florida school boards is common to these engagements.

4. **Evaluation Criteria and Weights:** Possible total of 100% with the top three (3) proposers selected from the proposal evaluation to be provided the opportunity to present before the Board.

a. Proposal Evaluation:	75%
(1) Minimum Qualifications	10%
(2) Preferred Qualifications	10%
(3) Minimum Performance Criteria	20%
(4) Value-Added Capabilities	15%
(5) Fee Structure	20%
b. Presentation Evaluation:	25%