



Request for Qualifications

RFQ-SJR-08-2023

Legal Services for the Board of Trustees

BIDS DUE

2:00 P.M. EST, Monday, September 18, 2023

ADVERTISEMENT FOR QUALIFICATIONS,
BOARD OF TRUSTEES OF ST. JOHNS RIVER STATE COLLEGE

For:

RFQ-SJR-08-2023 Legal Services for the Board of Trustees

1.0 Introduction

St. Johns River State College serves students in Putnam, St. Johns, and Clay counties. The College is seeking legal services from qualified individual attorneys and law firms who have offices in these counties. The legal services provided will be related to general matters for the Board of Trustees of St. Johns River State College.

St. Johns River State College (SJR State) requests interested parties submit qualifications for the above referenced contract.

RFQ documents are available at SJR State's Purchasing Department website at www.sjrstate.edu/purchasingdept.html, or by contacting the Director of Purchasing and Auxiliary Services at (386) 312-4156 or Email at keithmartin@sjrstate.edu (preferred method).

Qualifications must be received by the Purchasing Department no later than **2:00 p.m. EST Monday, September 18, 2023**. Qualifications received after such time will not be accepted.

2.0 Single Point of Contact

St. Johns River State College
 Purchasing Department, Attn: Keith Martin
 5001 St. Johns Ave
 Palatka, FL 32177
 Email: keithmartin@sjrstate.edu
 Phone: (386) 312-4156

3.0 Calendar of Events

Listed below are the actions and dates/times by which the actions shall be taken or completed. If the College finds it necessary to change any of these dates/times, it will be accomplished by an addendum. All listed times are local.

CALENDAR OF EVENTS		
DATE	TIME	ACTION
Friday, September 1, 2023		Release of RFQ to Public
Monday, September 18, 2023	2:00 p.m.	RFQ Due
Monday, September 18, 2023	2:30 p.m.	RFQ Opening
Monday, September 18, 2023 (following RFQ Opening) Through Monday, September 25, 2023		Committee Evaluates Qualifications
Tuesday, October 3, 2023	TBA	Committee Meets the Short List (if needed)
Wednesday, October 18, 2023	2:00 p.m.	Board Presentations
Wednesday, October 18, 2023		Board Ranks Top Responses and Authorizes President & Board Designee to Negotiate Contract & Official Start Date

4.0 Background Information

St. Johns River State College is a public institution serving the counties of Putnam, St. Johns and Clay since 1958. SJR State has built a solid reputation as a full-service college dedicated to meeting the educational and workforce training needs of its Northeast Florida districts. With campuses in Orange Park, Palatka and St. Augustine, SJR State is truly the community's college, enriching a diverse population of students ranging in age from 16 to 60 and beyond.

SJR State continues its comprehensive educational role by expanding its services and programs while continuing its focus on the Associate in Arts (transfer) degree and more than 30 Associate in Science degrees and certificates. In 2011, the College expanded its mission to include baccalaureate degrees.

The Legislature designated community colleges as political subdivisions of the State of Florida, authorized by law and the Department of Education as independent legal entities created for the operation of a community college. The Board of Trustees of St. Johns River State College is comprised of seven (7) members appointed by the Governor and confirmed by the Senate. The President of the College serves as the executive officer and executive secretary of the Board of Trustees, as well as the chief administrative officer of the college. All components of the college and all aspects of its operation are responsible to the Board of Trustees through the President.

5.0 Scope of Work

The proposed Agreement attached hereto specifies the duties and responsibilities of each party and should be reviewed carefully. The attorney or law firm will provide legal services related to general matters for the Board of Trustees for St. Johns River State College under the terms of the Agreement for Private Attorney Services. The attorney shall provide personnel ancillary to the furnishing of legal services and office space, all materials, equipment, computer research expense, supplies and facilities necessary for the support of personnel in the performance of these services. The proposed Agreement for Private Attorney Services attached hereto specifies those costs and expenses which are to be included in the fee and those which are reimbursable. In addition to providing legal services

and providing legal representation of the Board of Trustees in certain litigation matters, the attorney will be required to attend the monthly Board meetings and any special Board meetings. The attorney(s) may also be responsible to providing legal advice to the President of St. Johns River State College, which may include drafting and/or reviewing legal instruments. The proposed Agreement for Private Attorney Services will be awarded on an annual basis by the Board of Trustees for St. Johns River State College upon approval of the Agreement.

6.0 Qualification Responses

6.1 Qualifications Due and Public Opening:

All qualifications/proposals shall be received by the St. Johns River State College Purchasing Department by the specified time and date as listed in Section 3, Calendar of Events (RFQ Due).

6.2 Delays:

St. Johns River State College, at its sole discretion, may delay the scheduled due dates indicated on the Calendar of Events if it is to the advantage of St. Johns River State College to do so. St. Johns River State College will notify proposers of all changes in scheduled due dates by written addendum.

6.3 Qualifications/Proposal Withdrawal:

Proposers may withdraw their proposals/response by notifying the St. Johns River State College Purchasing Department in writing at any time prior to the time set for the RFQ deadline (Due Date).

Proposers may withdraw their proposal/response to the RFQ in person or through an authorized representative. Proposers and authorized representatives must disclose their identity (company business card and driver's license) and provide a signed receipt for the return of the proposal/response. Once opened, the proposal/response to the RFQ becomes the property of St. Johns River State College and will not be returned to the proposer.

6.4 Additional Information:

No additional information may be submitted, or follow-up performed

by any Proposer after the stated due date unless specifically requested by St. Johns River State College.

6.5 Addendum:

Should any revisions/clarifications/supplemental instructions be needed, St. Johns River State College will issue a written addendum to all proposers who received an RFQ package from St. Johns River State College Purchasing Department. It is the proposers' responsibility to check with the St. Johns River State College Purchasing Department prior to submitting an RFQ to make sure they have not missed any issued addendums.

7.0 Instructions for Preparing RFQ Proposals

All responses to the Request for Qualifications must be received by 2:00 p.m., Eastern Standard Time, on **Monday, September 18, 2023**.

Deliver or Mail Proposal to:

RFQ: Request for Qualifications for Legal Services
Attn: Keith Martin, Purchasing Coordinator
St. Johns River State College
5001 St. Johns Ave
Palatka, FL 32177

The delivery of the Response to the RFQ to St. Johns River State College prior to the time and date stated above is solely and strictly the responsibility of the proposer. Hand delivery is encouraged if timely mail delivery is questionable.

Each proposal shall be prepared simply and economically, providing a straightforward, concise delineation of the attorney's capabilities to satisfy the requirements of this RFQ. Emphasis in each application shall be on completeness and clarity of content. In order to expedite the evaluation of the proposals, it is essential that proposer follow the format and instructions contained in the RFQ Submission Requirements.

RFQ's are due at the time and date specified in the Calendar of Events and shall be submitted to the St. Johns River State College Purchasing Department, Administration Building, 5001 St. Johns Ave, Palatka FL 32177. RFQ's received late will not be considered and no modification by the proposer of submitted proposals will be allowed. No College staff will be held responsible for the inadvertent opening of an RFQ not properly sealed, addressed or identified.

Before award, the College reserves the right to seek clarifications or request any information deemed necessary for proper review of submissions from any proposer deemed eligible for the contract award. Failure to provide requested information may result in rejection of the proposal.

The College shall not be obligated to pay for information obtained from or through any proposer prior to entering into a contract with the successful proposer. Once opened, proposals become the property of St. Johns River State College and will not be returned to the contractor.

7.1 Proposal Format:

This section prescribes the format in which the proposals are to be submitted. There is no intent to limit the content of the proposal. Additional information deemed appropriate by the Proposer may be included, but must be placed within the relevant section. Additional tabs beyond those designated in this section will not be evaluated. The following paragraphs contain instructions that describe the required format for the RFQ.

Proposals should be limited to a page size of eight and one-half by eleven inches (8.5" x 11"). Fold out pages may be used, where appropriate, but should not exceed five percent (5%) of the total number of pages of the entire proposal. All pages shall be sequentially numbered. If necessary, it is recognized that existing financial reports, documents, or brochures, may not comply with the just-prescribed format. They will be acceptable in current form and need not be reformatted.

All proposals must contain the sections outlined below. These sections are called "Tabs." A "Tab", as used here, is a section separator, offset and labeled,

(Example: “Tab 1, Transmittal Letter”), such that the evaluation committee can easily turn to “Tabbed” sections during the evaluation process.

Each proposer should attach his/her set of typed responses to the following qualification/evaluation criteria and place under the respective tabs shown below:

Tab 1

State the full legal name and organizational structure of the firm. Include the business address, phone number, and attorney(s) to be assigned primary responsibility to the Board of Trustees for the St. Johns River State College account. Indicate and discuss the fact that your law firm has offices located in the St. Johns River State College Districts.

Tab 2

State whether the applicant is a member in good standing with the Florida Bar. Explain the circumstances if the applicant has ever been suspended or publicly reprimanded by the Florida Bar.

Tab 3

Describe the educational and professional background, special training, and experience of the attorney(s) to be assigned to provide the required legal services for the Board of Trustees.

Tab 4

Describe the experience of your law firm and the attorney(s) to be assigned to the Board of Trustees in legal matters relating to governmental units, agencies, public entities or political subdivisions of the State of Florida in legal matters, including experience in litigation. Please provide specific information on experience dealing with Florida’s Public Records Act and “Government in the Sunshine” Law.

Tab 5

Describe the experience of your law firm and attorney(s) assigned to the Board of Trustees in legal matters relating to educational institutions, particularly community/state colleges, including experience in litigation.

Tab 6

Describe the experience of your law firm and the attorney(s) to be assigned to the Board of Trustees in legal matters relating to personnel issues, including litigation.

Tab 7

State whether your law firm has the capability to handle all legal matters assigned to it by the Board of Trustees, or will the firm have to go outside the firm for consultation. If another firm is used, please discuss fully and identify all pertinent details.

Tab 8

Provide a listing of the legal matters within the scope of your law firm's practice.

Tab 9

Explain how the Board of Trustees will be kept informed in a timely manner of any changes in law that affect its operation.

Tab 10

Explain how the Board of Trustees will be kept informed in a timely manner of the status of any related litigation or other legal matters in which it is involved.

Tab 11

Explain the capability and availability of the attorney(s) assigned to the Board of Trustees in legal matters on an as-needed and as-requested basis.

Tab 12

Give the name of your professional liability insurer, the amount of coverage provided and the policy number and expiration date.

Tab 13

Give a detailed outline of your fee proposal for the services to be rendered, including any costs that might be incurred. Discuss fully. Outline

innovative approaches in pricing structure and in service parameters as they would relate to your proposal.

Tab 14

Provide three (3) professional references with the contact persons' mailing addresses and telephone numbers.

Tab 15

Disclose any current or past employment or contractual relationship with the Board, any College employee, or Board of Trustees member. Disclose any potential conflict of interest not identified above.

Tab 16

Please provide attorney(s) Martindale-Hubbell Rating (if applicable).

Tab 17

Submit any additional information not specifically requested herein above that you deem pertinent to the RFQ.

Tab 18 – Other Required Forms

The proposer shall complete and return under Tab 18 – Other Required Forms:

- Attachment A – Proposer Information Form
- Attachment B – Minority & Woman Owned Business Declaration Form
- Attachment C – W-9, Request for Taxpayer Identification Number and Certification

7.2 Application Submission

St. Johns River State College will receive proposals at the address listed in paragraph 7.0. The outside of the **sealed envelope/container** must be identified as follows:

- Proposer's name
- Return address
- RFQ number and title
- Due date and time

All documents produced as part of this RFQ shall become the exclusive property of the College.

7.3 Number of copies

Proposers shall submit one (1) original hardcopy, and ten (10) additional copies.

7.4 Due Date/Time

Proposals must be received in the St. Johns River State College Purchasing Department by the deadline. Proposals received after the specified time and date shall not be evaluated. St. Johns River State College will not be responsible for late deliveries or delayed mail. Receipt of the proposal after the time and date specified will result in the rejection of the proposal. Normal business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, Eastern Standard Time. The proposer may submit the proposal in person or by mail/courier service. Faxed or electronically sent proposals will not be accepted. Proposers are cautioned that all incoming mail to the St. Johns River State College campus is sent to the College's Central Receiving Department prior to its distribution to the individual departments, therefore at least a 24-hour distribution delay should be considered when mailing the proposal to the St. Johns River State College Purchasing Department. Telephone confirmation of timely receipt of the proposal may be made by calling St. Johns River State College's Purchasing Department at (386)312-4156.

8.0 General Conditions

Execution of Responses – The response to this RFQ must contain a manual signature of an authorized representative in the space provided on Attachment A. The proposal must be typed or printed in ink.

Response Opening - Responses will be publicly opened and recorded on the date and time specified herein unless changed by addendum. Response tabulations will be furnished upon written request with an enclosed, self-addressed, stamped envelope. Tabulations will not be provided by telephone.

Prices, Terms, and Payments – Firm prices shall be proposed and include all services rendered to the Board.

Taxes – St. Johns River State College does not pay sales taxes on direct purchases of services. A copy of the Colleges tax exemption certificate will be provided upon request.

Mistakes – Proposers are expected to examine the conditions, scope of work, rates, extensions, and all instructions pertaining to services involved. Failure to do so will be at the proposer’s risk.

Invoicing and Payments – The firm shall be paid upon submission and approval of properly certified invoices to St. Johns River State College at the price stipulated on the contract at the time of service. An original copy of the invoice shall be submitted. The final payment shall not be made until after the contract is complete unless the College has agreed otherwise. Invoices for fees or other compensation for services or expenses submitted for contractual services shall be submitted in detail sufficient for a proper pre-audit and post-audit. Invoices for any travel expenses shall be submitted in accordance with the rates specified in Section 112.061, Florida Statutes (F.S.).

Governmental Restrictions – In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality of the services offered in this Response to RFQ prior to their completion, it shall be the responsibility of the successful proposer to promptly notify the College at once indicating in his letter the specific regulation which requires the alteration. The College reserves the right to accept any alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the College.

Legal Requirements – Applicable provision of all federal, state, county and local laws, and of all ordinances, rules, and regulations shall govern development, submittal, and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a Response and the Board of

Trustees, by and through its officers, employees, and authorized representative; and lack of knowledge by any proposer shall not constitute a cognizable defense against the legal effect thereof.

Liability – On any contract resulting from this RFQ, the proposer shall hold and save the Board of Trustees of St. Johns River State College harmless against claims by third parties resulting from the contractor’s break of this contract or the contractor’s negligence.

Advertising – In submitting a Response, proposer agrees not to use the results therefrom as part of any commercial advertising unless permission in writing is granted by the College.

Conflict of Interest – Any award hereunder is subject to Chapter 112, F.S., concerning conflict of interest. All proposers must disclose, with their Response, the name of any officer, director, trustee, or agent who is also an employee of St. Johns River State College.

Contingent Fees – The proposer warrants that no person or selling agency has been employed or retained to solicit or secure a contract hereunder for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the proposer for the purpose of securing business. For breach or violation of this warranty, the Board shall have the right to annul any resulting contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

Right to Interview and Reject – The Board of Trustees, in its sole discretion, may elect to interview all, any, or none of the proposers. The Board of Trustees for St. Johns River State College may reserve the right to reject any and all Responses or to waive any minor non-material deviation in any Responses received or in this process.

No Contract Until Board Signs Contract – No contract shall be formed between the Board and the successful proposer by the announcement of

the Board's selection or the negotiation of a contract. After a contract has been negotiated, the contract between the Board and the successful proposer will not be established until the written contract has been signed by the Chairman of the Board and by the selected proposer.

Equal Opportunity – The Board of Trustees encourages the participation of minority/women business enterprises (M/WBE) in all contracts at the College. Neither person or firm shall be excluded from participation in, denied the benefits for, or otherwise discriminated against in conjunction with the award and performance of any St. Johns River State College procurement on the basis of race, sex, gender, gender identity, age, color, religion, national origin, ethnicity, disability, pregnancy, sexual orientation, marital status, genetic information, or veteran status.

Assignment – Any contract issued pursuant to the RFQ and any monies which may become due there under are not assignable except with prior written approval of the College.

Protests – Any person who is adversely affected by the Board's decision or intended decision concerning a procurement solicitation or contract award and who wants to protest such decision or intended decision shall file a protest within seventy-two (72) hours, in compliance with Section 120.57, F.S. In addition, any protest concerning any claimed conflict, defect, unfairness, or ambiguity in this RFQ, shall be filed in compliance with Section 120.57, F.S.

Public Records – Any material submitted in response to the RFQ will become a public document pursuant to Chapter 119, F.S. This includes material that the responding proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening, pursuant to Chapter 119, F.S.

Rejection of Proposals – The Board shall have the right to reject any and all proposals and to reject proposals that are in any way incomplete or irregular. The Board reserves the right to reject any proposal of any applicant who has previously failed to perform contracts with

governmental agencies, who failed to complete contracts on time, or who is not in a position to perform the contract.

Nondiscrimination and Compliance – The selected Contractor shall comply with all federal, state, and local laws and ordinances applicable to the work and shall not discriminate on the grounds of race, sex, gender, gender identity, age, color, religion, national origin, ethnicity, disability, pregnancy, sexual orientation, marital status, genetic information, or veteran status in the performance of work.

9.0 Evaluation of Request for Qualifications

The evaluation of Responses will be based upon the following and on the responses to the RFQ. The order does not necessarily indicate priority.

- Qualification
- Experience and capabilities of the firm
- Experience of the personnel who will be working on College matters
- Available legal resources
- Knowledge of educational institutions/public entities
- Cost and fees
- Ability to perform timely
- Other factors or conditions affecting the proposer's performance under this RFQ and needs of the Board of Trustees

The Board of Trustees will evaluate each proposal submitted in response to the RFQ based upon the above-stated criteria and the responses to the RFQ. An interview may be conducted by the Board with selected firms. The Board of Trustees will then choose the firm to represent the College.

10.0 Attachments

Some of the following attachments contain information for your viewing while some **shall** be completed and returned with your proposal to fulfill the requirements of this RFQ. If additional space is needed in order to accurately complete these forms, duplicates of the forms may be made.

- Attachment A – Proposer Information Form
- Attachment B – Minority & Woman Owned Business Declaration Form
- Attachment C – W-9, Request for Taxpayer Identification Number and Certification
- Attachment D - Agreement for Private Attorney Services

(Continued on next page)

ATTACHMENT A – Proposer Information Sheet

Name:
Title:
Company Name:
Mailing Address:
City:
State:
Zip:
Telephone Number:
Company Toll Free Telephone Number:
Cell Phone:
Fax Number:
E-Mail Address:
Type of Business: _____ Corporation _____ Partnership _____ Sole Partnership _____ Joint Venture
Incorporated in the State of _____ Date: _____ Number of Years: _____
SSN (If Sole Proprietorship or Partnership): _____ Only required if FEIN is not provided

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.								
Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.									
	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.									
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate									
	<input type="checkbox"/> 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.									
	<input type="checkbox"/> 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) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	5 Address (number, street, and apt. or suite no.) See instructions. Requester's name and address (optional)								
	6 City, state, and ZIP code									
	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 <i>How to get a TIN</i> , later.										
Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.										
		Social security number <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; height: 20px;"> </td> <td style="width:25%; height: 20px;"> </td> <td style="width:25%; height: 20px;"> </td> <td style="width:25%; height: 20px;"> </td> </tr> <tr> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> </tr> </table>					-	-	-	-
-	-	-	-							
		OR Employer identification number <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; height: 20px;"> </td> <td style="width:25%; height: 20px;"> </td> <td style="width:25%; height: 20px;"> </td> <td style="width:25%; height: 20px;"> </td> </tr> <tr> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> </tr> </table>					-	-	-	-
-	-	-	-							
Part II Certification										
Under penalties of perjury, I certify that:										
1. 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										
2. 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										
3. I am a U.S. citizen or other U.S. person (defined below); and										
4. 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 ▶ _____								
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.										
<ul style="list-style-type: none"> • 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 <i>What is backup withholding</i> , later.										
Cat. No. 10231X Form W-9 (Rev. 10-2018)										

This form **must** be completed and returned with your proposal to fulfill the requirements of this RFQ.

Attachment D – AGREEMENT FOR PRIVATE ATTORNEY SERVICES

****This form is representative and is not to be returned with your proposal to fulfill the requirements of this RFQ. The actual Agreement will be negotiated with the highest ranked proposer after the selection process is completed.**

COME NOW *name of attorney/firm*, whose address is _____, (“Attorney”), and ST. JOHNS RIVER STATE COLLEGE, whose address is 5001 St. Johns Avenue, Palatka, Florida 32177 (“College”), who, for good and valuable consideration, including the mutual covenants and promises contained in this Agreement, the adequacy and receipt of which are hereby acknowledged, hereby agree as follows:

A. Scope of Services

The ATTORNEY shall:

1. Serve as the Attorney for the Board of Trustees in general legal matters.
2. Review and analyze COLLEGE files, data, documents, and other materials concerning general legal matters when requested, shall provide advice regarding recommended legal courses, shall attend, and participate in meetings, conference calls, inspections and the like and shall report on the status of the legal matters.
3. When requested prepare and file pleadings, motions, or briefs, shall initiate and conduct discovery, as required, and shall represent the COLLEGE in any related litigation and represent the COLLEGE at trial or on appeal.

B. Compensation – Fees

1. The COLLEGE shall compensate the ATTORNEY at the monthly rate of \$_____ which rate shall include travel to and attendance at meetings of the Board of Trustees, preparation for meetings of the Board, telephone and in-person conferences and consultations on routine matters including travel and rendering of opinions on routine matters.

2. The COLLEGE shall be billed for any additional services at the hourly rate of \$_____ per hour, and fees in excess of such hourly rate shall not be compensable, except as agreed by the parties. Any paralegal services shall be billed at the hourly rate of \$_____ per hour. Clerical services shall be included in the ATTORNEY's hourly rate. The ATTORNEY shall notify the COLLEGE, in writing, when fees for billable additional services reach \$10,000.00. Said notification shall be made as soon as is practicable and prior to the next monthly invoice. Failure to comply with these provisions will result in non-payment.
3. Billable hours shall be measured in fifteen (15)-minute increments. Compensation of attorney hours shall include only actual time spent providing legal services to the COLLEGE.
4. Premium rates will not be paid for overtime work.
5. Attorney travel time necessary for college business additional services during working hours from 9:00 a.m. until 5:00 p.m. shall be compensated at the hourly rate.

C. Compensation – Costs

1. Reimbursement of costs for such items as exhibits, transcripts, and witness fees shall be reimbursed based upon documented third party vendor charges. The COLLEGE shall not pay for firm surcharges added to third party vendor charges.
2. Routine expenses such as phone calls, fax transmissions, postage, copy work, local travel expenses, printed library materials, local courier fees or word processing, clerical or secretarial services shall not be separately compensated.
3. Non-routine office overhead expenses such as long-distance phone calls, long distance fax transmissions, long distance courier services, bulk mailings, bulk third party copying, blueprints, x-rays, photographs, and computer-assisted legal research services must be justified to the COLLEGE and shall be reimbursed based on documented third party vendor charges. If these charges exceed \$1,000.00,

prior written approval from the COLLEGE must be obtained. In-house bulk mailings and bulk copying expenses must be supported by usage logs or similar documentation. Firm surcharges are not reimbursable.

4. The ATTORNEY shall bill the COLLEGE for a proportionate share of the cost of legal research, attending hearings or engaging in client representation of any type.

5. Reimbursable costs shall not exceed \$_____. The ATTORNEY shall notify the COLLEGE in writing when reimbursable costs reach \$_____. Said notification shall be made as soon as is practicable and prior to the next monthly invoice.

D. Format for Invoices

1. Within 30 days of service provision, each statement for fees and costs shall be submitted in a format that includes, at a minimum, the following information:

a. Case name and number, if applicable, or other legal matter reference.

b. Invoice number for the particular bill.

c. ATTORNEY taxpayer identification number.

d. ATTORNEY name and COLLEGE contract administrator's name.

e. Inclusive dates of the month covered by the invoice.

f. Itemization of the date when services were rendered; hours billed; a concise, meaningful description of the services rendered with sufficient detail to enable the COLLEGE to evaluate the services rendered and costs; the name and position of the person(s) who performed the services billed and their hourly rate.

g. A listing of all invoiced costs to be accompanied by copies of actual receipts.

h. The total of only the current bill. Prior balances or payment history should be shown separately, if at all.

i. A certification statement, signed by the ATTORNEY which reads, *"I certify that all costs and fees claimed for payment are accurate and were performed in furtherance of the AGREEMENT between _____, Attorney and St. Johns River State College."*

E. Administration of Agreement

1. The COLLEGE's contract administrator is Dr. Gilbert L. Evans, Jr.
2. The ATTORNEY's contract administrator is _____.
3. All written and oral approvals must be obtained from the parties' contract administrators.
4. This contract shall be governed by and construed under the laws of Florida.

F. Other Available Services

Predicated upon receiving approval from the COLLEGE, the ATTORNEY shall use existing COLLEGE service agreements, when available and if cost effective, to acquire services such as computer-assisted legal research, and the assistance of professional service providers, such as court reporters and expert witnesses, at reduced rates.

G. Public Records

All documents prepared pursuant to this AGREEMENT are subject to Florida's Public Records Law. Refusal of the ATTORNEY to allow public access to such records in compliance with said law shall constitute grounds for unilateral cancellation of the AGREEMENT.

H. Special Conditions

1. The ATTORNEY shall undertake affirmative efforts to achieve cost effectiveness by consolidating court hearings, limiting travel, streamlining case processing, using printed forms, using the appropriate level of attorney or staff experience required by task, and taking other actions to improve efficiency.
2. Multiple staffing at meetings, hearings, depositions, trials, or other proceedings by the ATTORNEY shall not be compensated without prior written approval from the COLLEGE.
3. The ATTORNEY agrees that all pertinent documents shall be promptly returned at the termination of the ATTORNEY's involvement in the case or matter at hand.
4. COLLEGE in-house staff shall be used in legal matters to the maximum extent possible.
5. The ATTORNEY will provide immediate notice by facsimile transmission, e-mail, or telephone regarding significant case developments which will likely result in media inquiries.
6. The ATTORNEY shall provide the COLLEGE with immediate notice of any representation undertaken by the ATTORNEY in matters which may pose a conflict of interest with the ATTORNEY's representation of the COLLEGE.
7. The ATTORNEY from the inception of the contractual relationship until at least four (4) years after this contract expires or terminates, shall maintain detailed current records, including documentation of all expenses, disbursements, charges, credits, underlying receipts and invoices, and other financial transactions which concern the provision of such attorney services. The ATTORNEY shall make all such records available for inspection and copying upon request in accordance with Chapter 119, F.S.
8. This agreement may be cancelled by either party upon thirty (30) days' written notice.
9. The term of this agreement shall be from _____, until _____.

WITNESS our hands and seals on the dates described below:

Attorney,

Rich Komando, Chair
Board of Trustees
St. Johns River State College

Date: _____

Date: _____

Attest: _____
Joe H. Pickens, President
St. Johns River State College

Date: _____

****This form is representative and is not to be returned with your proposal to fulfill the requirements of this RFQ. The actual Agreement will be negotiated with the highest ranked proposer after the selection process is completed.**