



REQUEST FOR PROPOSAL (RFP)
LIBERTY COUNTY SCHOOL BOARD
RFP # 23-002 SCHOOL BOARD ATTORNEY SERVICES

TITLE PAGE

THE FOLLOWING MUST BE COMPLETED, SIGNED AND RETURNED AS PART OF YOUR PROPOSAL. PROPOSALS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE PROPOSER.

Authorized Representative's Name/Title: _____

Authorized Representative's Signature _____ Date _____

Company's Name _____

Telephone Number _____ FAX Number _____

Address _____

City, State and Zip Code _____

Area Representative Name: _____

Telephone Number _____ FAX Number _____

Federal Employer's Identification Number (FEIN) _____

Email _____

Signature of Authorized Officer/Agent: _____

Typed or Printed Name _____

(Proposal must be signed by an officer or employee having authority to legally bind the proposer) I certify that I have not divulged, discussed, or compared this proposal with any other Proposers and have not colluded with any other proposer in the preparation of this proposal in order to gain an unfair advantage in the award of this contract. I acknowledge that all information contained herein is part of the public domain as defined in the Public Records Act, Chapter 119, F.S. By signing and submitting this proposal I certify that I am authorized to sign this proposal for this vendor and further certify unconditional acceptance of the contents of this RFP, all Attachments, Worksheets, Appendices, Supplemental Materials, and the contents of any Addendum released hereto.

REQUEST FOR PROPOSAL (RFP)
SCHOOL BOARD ATTORNEY SERVICES FOR
LIBERTY COUNTY SCHOOL BOARD

SECTION I. GENERAL REQUIREMENTS

The Liberty County School Board is soliciting competitive proposals from qualified respondents for Attorney Services. This qualified respondent shall report to the Liberty County School Board and involves the delivery of high-quality legal services, as outlined in this Request for Proposal (RFP). 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 the School Board. The School Board Attorney must be able to offer a full range of legal services to a relatively small and diverse school system. The School Board Attorney is appointed by and is directly responsible to the School Board. The School Board Attorney will also work closely with the Superintendent and his administrative staff.

SECTION II. SCOPE OF SERVICES

1. Attend all regular and special school board meetings, including workshops when specifically requested by the Board or the Superintendent.
2. Provide legal advice to the Board Members, the Superintendent, and his staff.
3. Represent the School Board as legal counsel in all litigation, suits or actions instituted by or against the School Board, except where otherwise covered by insurance.
4. Coordinate outsourced legal services as needed pursuant to School Board policy or at the direction of the School Board.
5. Provide legal assistance in drafting and reviewing legal documents, policies, procedures, resolutions, applications, legal notices, advertisements and all other legal or quasi legal papers upon request.
6. Prepare and approve as to form all contracts entered into on behalf of the School Board.
7. Advise the School Board on all aspects of employee management.
8. Advise the School Board on the purchase, sale, lease, or disposition of real and physical property.
9. Render legal advice and representation in all areas of school law, including but not limited to IDEA/ESE, constitutional issues, administrative law issues, discipline, land use, growth managements, contracts, litigation, eminent domain, basic real estate, and civil litigation.
10. Perform any other duties consistent with the legal needs of the School Board and School District as the School Board may require.

SECTION II. TIMELINE & EVENTS

Date	Event
Thursday, December 22, 2022	Proposal posted on District website and will be published in the Calhoun/Liberty Journal on December 22, 2022, and December 29, 2022
Friday, January 6, 2023	Questions re: solicitation Due
Tuesday, January 10, 2023 at 4pm EST	Questions and Answers (Q&A) posted to the LCSB Website
Tuesday, January 17th, 2023	Proposals are due to the Superintendent's Office by 2:00 p.m.
Tuesday, January 17th, 2023	Proposals will be opened by the Director of Finance and proposals distributed to Board members for independent review and ranking
Thursday, January 26th, 2023	Board member rankings are provided to the Superintendent, Assistant Superintendent and Director of Finance for tabulation and selection of top three (3) proposers.
Tuesday, January 31, 2023	Proposer presentation and interviews at Board Workshop
Tuesday, January 31, 2023	Potential selection of Proposer at Board Workshop
Monday, February 6, 2023	Potential negotiations between selected proposer and the Superintendent of Schools on behalf of the Liberty County School Board
Tuesday, February 14, 2023	Award of RFP at the regular meeting of the Liberty County School Board
March 1, 2023	Beginning of Contract for Legal Services

Questions and Answers

Any questions should be addressed in writing to the following via email:

Liberty County School District
Attn: Melanie King, Finance Director
(Email: Melanie.King@lcsb.org)

Responses to questions will be posted on the Liberty County School District Website (www.lcsb.org) by the date identified in the above Timeline.

NOTE: Prospective bidders shall not contact any member of the Liberty County School Board, Superintendent or staff regarding this RFP prior to posting of the final tabulation and award recommendation on the website. Any such contact shall be cause for rejection of your proposal.

Submission of Proposals

Proposals should be sealed and mailed, or hand delivered to the following address and are due by Tuesday, January 17, 2023, at 2:00 pm EST.

Liberty County School District
Office of the Superintendent of Schools
Attn: Finance Department
11051 NW SR 20
Bristol, Florida 32321

Proposals must be clearly marked: **“RFP 23-002 – Attorney Services - Sealed Bid”**

One (1) Original with original signatures, one electronic (USB drive), and seven (7) copies of the proposal must be received at the above address no later than Tuesday, January 17, 2023, at 2:00 pm EST. Proposals received after the 2:00 p.m. EST deadline will not be considered.

Addenda

Any Addenda to this request will be posted to the District website (www.lcsb.org). It is the proposer's responsibility to check the website regularly.

Opening

All sealed proposals will be opened by the Director of Finance in the office of the Superintendent of Schools on Tuesday, January 17, 2023, at 2:30 PM EST.

Evaluation of Proposals

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 the following criteria:

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.

Proposal Evaluation:	75%
1. Proposer's eligibility to perform the work.	20%
2. Proposer's understanding and commitment of the work to be done.	20%
3. Past record and experience.	15%
4. Fee structure	20%
Presentation Evaluation:	25%

The Superintendent, Assistant Superintendent, and Director of Finance will tabulate this initial individual evaluation by the School Board and identify the top three (3) qualifying proposals. The proposers will be contacted on Friday, January 27, 2023, and be provided with a time to present before the Board at the Board Workshop on Tuesday, January 31, 2023.

Presentations

During presentations, the Board will complete the remainder of the evaluation sheets and provide them to the Assistant Superintendent for a final tabulation. The Assistant Superintendent, Director of Finance and one additional School Board employee selected by the Board will conduct the final tabulation.

Award

The Request for Proposal will be awarded to the selected proposer at the regular meeting of the Liberty County School Board on Tuesday, February 14, 2023

Contract Period

It is the intent of the Board that the successful proposer will be the provider for a period of two (2) years with an option to renew for three (3) additional one (1) year periods.

Renewal

The proposer and the Board covenant agree that this proposal or subsequent contract may, with the mutual approval of the awarded contractor and the Board be renewed under the same terms and conditions of this proposal or contract for three (3) additional contract periods of one year each for a total possible contract period not to exceed five (5) years. The District shall notify the proposer of its intent to exercise this option in writing prior to the termination of each contract period. Renewal is pursuant to Board approval.

SECTION III. SPECIAL CONDITIONS**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.

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 the proposal not satisfy the RFP criteria, to directly negotiate with an attorney of the Board's choosing.

Cancellation

The School Board or the School Board Attorney may, during the contract period, terminate or cancel the services covered in the RFP with or without cause upon thirty (30) days written notice to the selected proposer.

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.

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 Liberty County School District.

Unrequested Solicitation

Any solicitation of Board Members, School Superintendent, members of management, or any other employee of the District by proposer may result in this proposal being denied consideration.

SECTION IV. PROPOSAL DETAILS AND ELIGIBILITY**Eligibility****1. Minimum Qualifications**

- a. A law degree from an accredited law school.
- b. Admitted to the Florida Bar.
- c. Five (5) years of experience in the practice of law.

2. Preferred Qualifications

- a. Experience in and knowledge of laws applicable to the primary practice area for which these services are being retained and laws applicable to the K-12 school district.

3. Preferred Performance Criteria

- a. General knowledge of School Board Policies; state, federal, and administrative laws relating to the area of School Board Attorney.
- b. General knowledge of local government law.
- c. General knowledge of judicial proceedings, rules of evidence and methods of legal research.
- d. Experience with Florida School Laws, including general knowledge of Florida Department of Education requirements and practices.
- e. Ability to communicate clearly and concisely, orally and in writing.
- f. Ability to establish and maintain effective working relationships with public officials, management, staff, subordinates, and the general public.
- g. Proven record of excellence in legal counseling and advising senior managements or Boards.
- h. Proven experience in structuring, negotiating, and drafting documentation for complex transactions.
- i. Understanding of the need for appropriate risk assessment and management on behalf of the Board.
- j. Skill in conducting research on complex legal problems and preparing sound legal opinions.

Proposal Submittal Requirements

To maintain comparability and to enhance the review process, it is requested that responses are organized in the manner outlined below.

1. **Title Page (Page 1 of RFP included)**
2. **Table of Contents:** Include a clear identification of the material by section and page number.
3. **Letter of Transmittal:** Limit to one to two pages.
 - a. Briefly state the proposer's understanding of the scope of work to be done and demonstrate a positive commitment to perform the work.
 - b. Give names of the persons who will be authorized to make representations for the proposer, their titles, and telephone numbers.
 - c. Give the attorney's Florida Bar Number. If the Proposer is a firm, the Bar Number for each individual attorney must be listed.
4. **Past Record and Experience:**
 - a. Describe the attorney's or firm's experience in Florida school board attorney law.
 - b. Describe any disciplinary action taken against the attorney, firm or individual associated with the firm by the Florida Bar.
 - c. Give the names and addresses of any school boards or other agencies for whom similar services have been performed within the last five (5) years and the date and specific service rendered in each case.
 - d. Provide a professional resume of the lead attorney to be assigned to the Liberty County School Board including past employment history.
 - e. Provide any additional information which demonstrates the firm and/or attorney meets or exceeds the qualifications and criteria under the eligibility section.
5. **Assurances and Attestation (Template Attached)**
6. **Non-Collusion Affidavit (Template Attached)**
7. **Fee Structure**

The fee structure should include a flat monthly fee 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. Other rates should be provided for work outside the scope of basic services.

In addition, reimbursement of fees for required training and certifications specific to Florida school boards is common to these engagements. Travel reimbursements will be in accordance with Liberty County School Board Policy.

**RFP 23-002 – ATTORNEY SERVICES
ASSURANCES AND ATTESTATION**

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

- I have read and understand 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 the RFP; AND
- I will comply with all applicable laws and regulations pertaining to the provisions of legal services for Florida school board attorneys; AND
- I will maintain the provided verification upon request of the insurance requirements as set forth in this RFP.

Signature: _____ Date: _____

Print Name: _____ Title: _____

**RFP 23-002 – ATTORNEY SERVICES
NON-COLLUSION AFFIDAVIT**

State of Florida
County of Liberty

_____ 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:

BY: _____
Printed Name: Title: _____

**RFP 23-002 – ATTORNEY SERVICES
INSURANCE REQUIREMENTS**

GENERAL LIABILITY:

1. Contractor shall maintain commercial general liability insurance with a minimum limit of \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 Products/Completed Operations aggregate for bodily injury and property damage.
2. If work performed under the contract will require contact with students', coverage must include sexual abuse and molestation.
3. The policy must name The School Board of Liberty County, Florida, its Officers, Employees, Volunteers and Agents as additional insured using ISO additional insured endorsement CG 20 26 or its equivalent.
4. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs available to the School Board of Liberty County, Florida using ISO endorsement CG 20 01 or its equivalent.

WORKERS' COMPENSATION/EMPLOYERS' LIABILITY (As applicable):

1. Contractor agrees to maintain workers' compensation coverage in accordance with Chapter 440, Florida Statutes as may be amended from time to time, including employer's liability insurance.
2. The minimum Employers' Liability limits required are \$500,000/\$500,000/\$500,000.
3. Coverage will apply to all those persons rendering services to Contractor for The School Board of Liberty County, Florida.
4. The policy will provide a Waiver of Subrogation endorsement in favor of The School Board of Liberty County, Florida, its Officers, Employees, Volunteers and Agents.

NOTICE OF CANCELLATION:

1. Each insurance policy required by the insurance provisions of this contract shall provide the required coverage and shall not be suspended, voided, or canceled except after thirty (30) days' prior written notice has been given to The School Board of Liberty County, Florida, except when cancellation is for non-payment of premium; then ten (10) days' prior notice may be given.
2. Such notice shall be sent directly to The School Board of Liberty County, Florida.
3. If any insurance company refuses to provide the required notice, the Contractor, or its insurance broker shall notify The School Board of Liberty County, Florida of any cancellation, suspension, or non-renewal of any insurance within seven (7) days of receipt of insurer's notification to that effect.

IF APPLICABLE:

1. Contractor shall maintain professional liability insurance with a minimum limit of \$1,000,000 each claim and \$2,000,000 aggregate covering professional misconduct or lack of ordinary skill for those positions defined in the scope of services in the contract.
2. Consultant/service provider must provide proof of coverage for up to three (3) years after the completion of the engagement. The Contractor agrees to provide the Board with a certificate or certificates of insurance evidencing the required insurance. Compliance with the requirements of this paragraph shall not relieve the Contractor of its liability and obligations under this Agreement.

ADVERTISEMENT FOR SCHOOL BOARD ATTORNEY SERVICES FOR LIBERTY COUNTY SCHOOL BOARD

The Liberty County School Board seeks an individual or firm to provide direct and professional legal counsel and representation to the School Board as the School Board attorney on a contracted basis.

Responsibilities and duties of the School Board Attorney include, but are not limited to:

- Attending all regular and special school board meetings, including workshops when specifically requested by the Board or the Superintendent.
- Providing legal advice to the Board Members, the Superintendent, and his staff.
- Representing the School Board as legal counsel in all litigation, suits or actions instituted by or against the School Board, except where otherwise covered by insurance.
- Coordinating outsourced legal services as needed pursuant to School Board policy or at the direction of the School Board.
- Providing legal assistance in drafting and reviewing legal documents, policies, procedures, resolutions, applications, legal notices, advertisements and all other legal or quasi legal papers upon request.
- Preparing and approving as to form all contracts entered on behalf of the School Board.
- Advising the School Board on all aspects of employee management.
- Advising the School Board on the purchase, sale, lease, or disposition of real and physical property.
- Rendering legal advice and representation in all areas of school law, including but not limited to IDEA/ESE, constitutional issues, administrative law issues, discipline, land use, growth managements, contracts, litigation, eminent domain, basic real estate, and civil litigation.
- Performing any other duties consistent with the legal needs of the School Board and School District as the School Board may require.

Candidates must be a member in good standing with the Florida Bar and have a minimum of five (5) years' experience in the practice of law. In addition, candidates should have general knowledge of administrative law. Specific knowledge of education law is preferred. Other performance criteria are listed in the Request for Proposal.

The Request for Proposal is available on the district website at lcsb.org. Copies of the RFP may also be picked up at the Superintendent's Office at 11051 NW SR 20, Bristol, FL 32321.

Liberty County School District will receive **Sealed Proposals** until **2:00 p.m. EST on January 17, 2023**, at the Superintendent's Office of the Liberty County School District, 11051 NW SR 20, Bristol, FL 32321. Bids received after that time will not be accepted. Liberty County School District reserves the right to waive irregularities and to reject any and all Bids.