



# **FLORIDA GATEWAY COLLEGE**

## **REQUEST FOR PROPOSAL FOR LEGAL SERVICES**

**RFP # (P-001-23-0123)**

**Florida Gateway College  
149 SE College Place  
Lake City, FL 32025  
(386) 754-4381**

**REQUEST FOR PROPOSAL  
FOR LEGAL SERVICES  
RFP # (P-001-22-0123)**

**I. ORGANIZATION**

Florida Gateway College

**II. REPORTING RELATIONSHIP**

The attorney or firm shall report to the District Board of Trustees for Florida Gateway College (“BOARD”) and the President of Florida Gateway College, (collectively “COLLEGE”).

**III. PURPOSE**

COLLEGE is seeking Request for Proposals (“PROPOSALS”) from experienced attorneys and law firms to provide legal services primarily regarding student, employment, and labor law matters.

**IV. SCOPE OF SERVICES**

The respondent shall be readily available to perform the following legal services, as requested by COLLEGE to include:

- Provides advice on legal matters, issues, and policies such as tax, Title IX, employment and labor law, civil rights, real estate, student affairs, use of federal and state funding, insurance, and risk management to the President, Vice Presidents, and Human Resources when necessary.
- Provides professional and authoritative legal and policy advice relating to college matters always representing COLLEGE’s best interest.
- Knowledge of Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act and other related safety and security regulations, including the Violence Against Women Act (VAWA).
- Develops and maintains template documents and assists staff in preparing various legal documents to include contracts, agreements, waivers & consents, memorandums of understanding, and other items as requested.
- Leads and writes, in preparing and reviewing institutional policies and procedures; assists in preparing and reviewing regulations, bylaws, and other documents with legal specialty areas for COLLEGE.
- Performing sophisticated legal research, investigations, and analysis regarding legislative, policy, administrative, and college matters. Prepares legal memoranda, court pleadings, and other papers for filing in litigation and administrative matters.
- Representing COLLEGE in administrative hearings and arbitration.
- Monitoring and resolving disputes which may lead to litigation.
- Advises COLLEGE in resolving out-of-court settlements.
- Assist with resolving outstanding legal cases in a timely and strategic manner.
- Provides legal guidance for COLLEGE, including correct and defensible legal advice and opinion letters and preparing legal documents that supports COLLEGE and its mission.
- Conducts frequent and systematic review of current and proposed federal laws, regulations, state statutes, and rules as they relate to the operation of the college.
- Advises on academic issues and disciplinary matters, policies such as intellectual property, domain ownership, and licensing.

- Develops trial and settlement strategies.
- Reviews and advises on college policies and procedures and handbooks, including drafts of new policies and procedures and handbooks and advises administrators on the same.
- Provides oral and written recommendations to the President, administrators when necessary.
- Assists with bequests to COLLEGE, trust documents, grants, and special programs.
- Confers with COLLEGE administrators on matters involving legal interpretation and decisions related to COLLEGE activities, policy questions, operating problems, matters related to the Student Code of Conduct, employee disciplinary proceedings, grievances and appeals and/or other human resources matters.
- Acts as COLLEGE Attorney in BOARD meetings—Represents the COLLEGE in legal matters and provides legal opinion in various matters.
- Be on campus and available a minimum of eight (8) hours per week for: Meetings (Executive Council, BOARD, or others as needed); and any of the aforementioned services required by COLLEGE.

Although it is preferable for an attorney or firm to submit a PROPOSALS covering all the above areas, COLLEGE will consider PROPOSALS for subsets of these areas.

Respondent shall be prepared to submit detailed billing statements for all services billed at an hourly rate or broken down into no less than quarter hour increments. Respondent shall also include summaries of work performed and an estimated time spent on services performed under the hourly rate.

## **V. ELIGIBILITY**

### **A. MINIMUM QUALIFICATION:**

- Juris Doctorate from an accredited law school; and
- Member of and in good standing with The Florida Bar; and
- Combination of education and experience that demonstrates necessary knowledge, skills, and abilities, preferably in Higher Education; and
- Knowledge and/or experience with Title IX of the Education Amendments Act of 1972 and Title IV of the Americans with Disabilities Act, preferred; and
- Attorney or firm must agree to disclose all current and future conflicts of interest as they might occur; and
- Attorney, firm, or other person (agent) must not have a material conflict of interest with, including but not limited to, any board member, faculty, staff, or consultants of COLLEGE; and
- Attorney or firm must carry, and maintain for the duration of awarded agreement, malpractice insurance coverage; and
- Attorney or firm must have its principal place of business and be subject to service of process in the United States; and
- Attorney or firm must agree to act as a fiduciary on behalf of COLLEGE.

### **B. PREFERRED ATTORNEY QUALIFICATION INCLUDE:**

- Knowledge of higher education law or demonstrated ability to quickly develop expertise in higher education law; and
- Knowledge of the statutory and constitutional framework in which a college operates, including federal and state regulations applicable to institutions of higher education; and

- Demonstrated knowledge and/or experience with labor law, civil rights, real estate, student affairs, use of federal and state funding, insurance, and risk management preferred.

## **VI. MONTHLY BILLABLE HOURS**

Respondent is expected to perform approximately 30-40 hours of billable services per month.

## **VII. INQUIRIES**

Inquiries concerning this RFP should be directed to Aaron Mathews, Director of Procurement and Contracts, by email at [aaron.mathews@fgc.edu](mailto:aaron.mathews@fgc.edu).

## **VIII. SUBMISSION OF PROPOSALS**

PROPOSALS must be electronically submitted to the FGC Dropbox prior to the deadline. FGC Dropbox submittal instructions are located hereunder in Attachment No. 1. It is the Respondents' responsibility to ensure the PROPOSAL is timely submitted and received by COLLEGE. COLLEGE will not be responsible for delays that cause a PROPOSAL to arrive after the designated submission deadline. PROPOSALS received by COLLEGE after the deadline will not be considered. Once opened, PROPOSALS become the property of COLLEGE and will not be returned.

### **A. CLOSING SUBMISSION DATE**

PROPOSALS must be received no later than **5:00 p.m. (EST) on July 15, 2022.**

### **B. CONDITIONS OF PROPOSAL**

All costs incurred in the preparation of a proposal in responding to this PROPOSAL will be the responsibility of the Respondent and will not be reimbursed by COLLEGE.

## **IX. EVALUATION OF PROPOSALS**

All responsive PROPOSALS meeting the eligibility requirements defined herein shall be evaluated by the COLLEGE. COLLEGE will review PROPOSALS and make recommendations for final approval to the BOARD. The BOARD may request a meeting with qualified Respondents prior to final selection. PROPOSALS will be reviewed in accordance with the following criteria:

- Responsiveness of the PROPOSAL in clearly stating an understanding of the work to be performed
- Demonstrated capabilities to perform the required services
- Qualifications, past record, and experience
- References
- Billing rate
- Response time
- Interview, if conducted

## **X. PROPOSAL CONTENTS**

To maintain comparability and to enhance the review process, it is requested that PROPOSALS are organized in the manner prescribed below and shall, as a minimum, include the following:

1. **TITLE PAGE:** Show the RFP number and subject, the name of the Respondent, local address, telephone number, name of contact person, and the date.
2. **TABLE OF CONTENTS:** Include a clear identification of the material by section by page number.

**3. LETTER OF TRANSMITTAL:**

- a. Briefly state the Respondents understanding of the work to be done and make a positive commitment to perform the work.
- b. Give names of the persons who will be authorized to make representations for the Respondent, their titles, and telephone numbers.
- c. Give the attorney's Florida Bar Number. If the Respondent is a firm, the Bar Number for each individual attorney must be listed.

**4. ORGANIZATION, SIZE, STRUCTURE, AND AREAS OF PRACTICE:**

- a. State whether the attorney or firm is local, regional, or national.
- b. If the Applicant is a firm, it should describe its organization, size, structure, areas of practice, and office location(s).
- c. 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.
- d. Indicate, if appropriate, if the firm is a small or minority/owned business. Also include copy of Equal Opportunity/Affirmative Action Policy if the firm has one.

**5. PAST RECORD AND EXPERIENCE:**

- a. Describe the attorney's or firm's experience in Florida higher education 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 at least three (3) colleges 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. ATTORNEY QUALIFICATIONS:** The response should describe the qualifications of attorneys to be assigned to the representation. Descriptions should include:

- a. Professional and education background of each attorney.
- b. Overall supervision to be exercised.
- c. Prior experience of the individual attorneys with respect to the required experience listed above. Only include resumes of attorneys likely to be assigned to the representation. Education, position in firm, years, and types of experience, and continuing professional education will be considered.

**7. DOCUMENTS TO BE RETURNED (Signed and dated):**

- Attachment 1 FGC Dropbox Submittal Instructions
- Attachment 2 Office of The Attorney General Attachment A For Private Attorney Services
- Attachment 3 Sworn Statement on Public Entity Crimes Form
- Attachment 4 Drug-Free Workplace Certification Form

**8. BILLING RATE:** The Respondents proposed price should include information on the hourly billing rates of each attorney or other legal staff who is expected to work on this representation and charges for expenses, if any, such as legal research, copies, and faxes. Also include a monthly flat fee that would be charged to advise on routine matters that could be handled over the telephone or otherwise without extensive research or other legal work. COLLEGE reserves the right to negotiate with the Respondent on the structure of the billing and/or retainer fee.

**9. RESPONSE TIME:** PROPOSALS should include the hourly response time for all urgent and routine matters.

**XI. TENTATIVE PROCUREMENT SCHEDULE**

All tentative procurement dates will be posted to the College's Purchasing website including but not limited to the: deadline for questions, answering of questions, proposal due date, packet evaluation, and expected award date. All dates are tentative and subject to change by COLLEGE. All changes will be posted on the COLLEGE'S website. It is the Respondents sole responsibility to monitor the posted procurement schedule for updates.

**XII. AWARD OF CONTRACT**

A contract(s) for legal services shall be awarded upon approval of the COLLEGE. Execution of the contract documents shall constitute a written memorial thereof.

**XIII. AGREEMENT**

An agreement will be entered into with the Respondent(s) selected by the COLLEGE. The agreement(s) shall be valid for up to one (1) year following award with an option to renew for up to three (3) years, in 1-year increments, at the COLLEGE's discretion. The COLLEGE may renew in writing by consent of both parties.

**XIV. GENERAL INFORMATION**

- A. RIGHT TO REJECT:** COLLEGE reserves the right to reject any PROPOSALS in whole or in part, with or without cause, and to accept PROPOSALS, if any, which in its judgment will be in its best interest. COLLEGE will also have the option to hire an attorney of its choice should no PROPOSAL meet its criteria.
- B. ADDENDA TO THIS REQUEST:** If addenda are issued to this request, changes will be announced and posted on the College Purchasing website at <https://www.fgc.edu/florida-gateway-college/procurement-contracts/solicitations-goods-services/>. Prior to and after submitting a PROPOSAL, it shall be the sole responsibility of each Respondent to check the website to ensure they have reviewed all addenda.
- C. INFORMATION NOT CONTAINED IN RFP:** No verbal or written information shall be binding upon COLLEGE if not obtained through this RFP document or subsequent addendum.
- D. PUBLIC RECORD:** Respondent(s) acknowledge that all information contained within their PROPOSAL is subject to disclosure under Florida's Public Records law, Chapter 119, Florida Statutes, as amended.
- E. UNREQUESTED SOLICITATION:** Any solicitation of members, officers, or any other employee of COLLEGE by the Respondent may result in their PROPOSAL being denied consideration.
- F. SMALL AND/OR MINORITY-OWNED BUSINESSES:** Efforts will be made by COLLEGE to utilize small businesses, women and/or minority owned businesses. Respondent qualifies as a small business firm if it meets the definition of "small business" as established by the Small Business Administration (13 C.F.R. 121.201).
- G. NOTIFICATION OF AWARD:** Award of the successful Respondent will be made within 90 days of the closing date for the receipt of PROPOSALS. Upon conclusion of final negotiations with the Respondent, all Respondents, not being awarded, who submitted PROPOSALS in response to this RFP will be informed, in writing, of the name of the successful Respondent.
- H. ERRORS AND OMISSIONS:**

If you discover an ambiguity, conflict, discrepancy, omission, or other error in this RFP, immediately notify Aaron Mathews at [aaron.mathews@fgc.edu](mailto:aaron.mathews@fgc.edu) and request clarification or modification of the document.

If it deems necessary, COLLEGE may modify this RFP. Notice of any modification will be given by written notice to all Respondents who have furnished a proposal or notice of intent to propose.

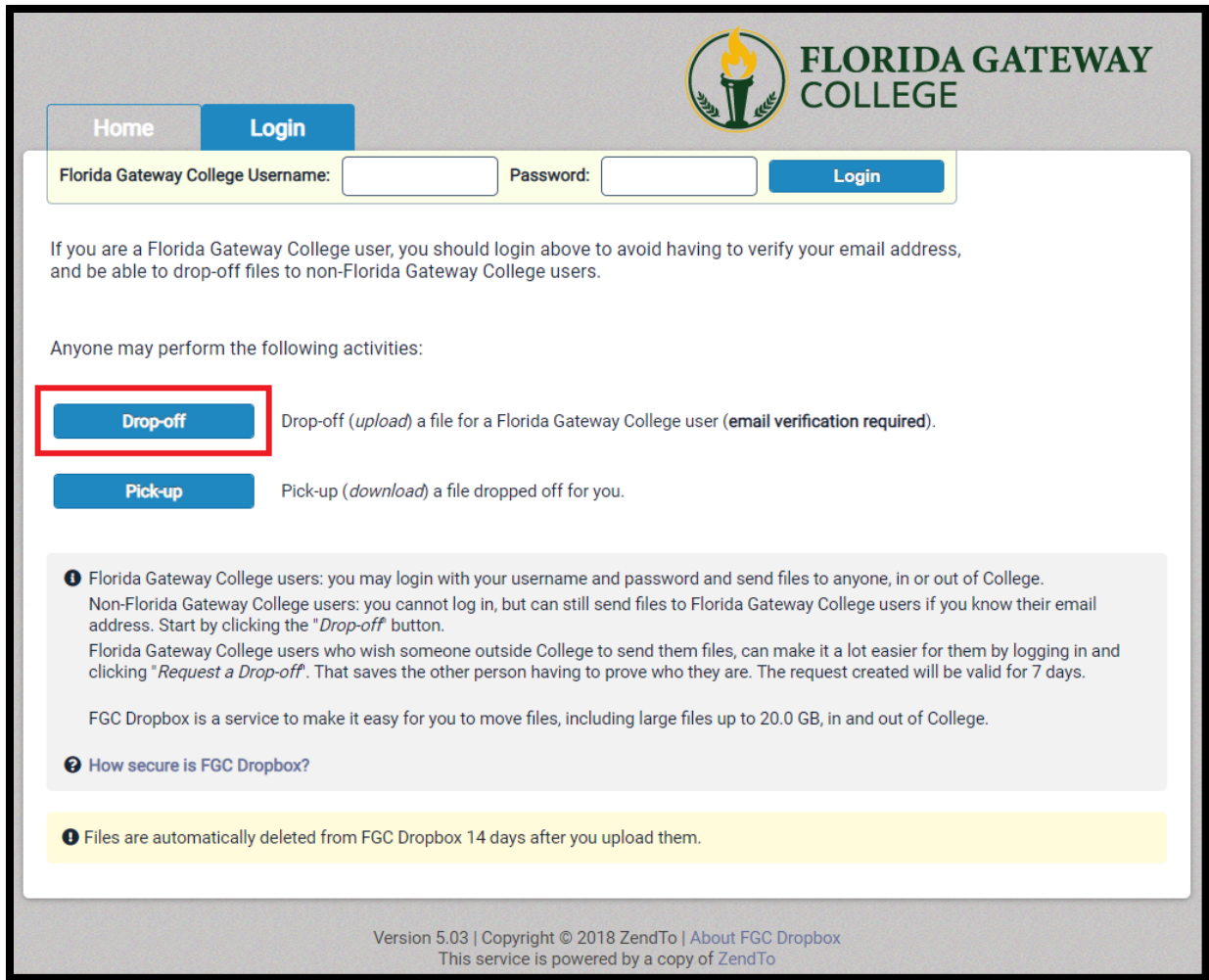
If a Respondent fails to notify COLLEGE of a known error or an error that reasonably should have been known before the final filing date for submission, the Respondent assumes the risk. If awarded an agreement, the Respondent will not be entitled to additional compensation or time by reason of the error or its late correction.

# ATTACHMENT NO. 1

## Submitting Bid Proposals via FGC Dropbox Instructions

**STEP 1.** In a web browser, navigate to <https://dropbox.fgc.edu/>.

**STEP 2.** Click the **Drop-off** button.



The screenshot shows the Florida Gateway College Dropbox interface. At the top right is the college logo and name. Below it are navigation buttons for 'Home' and 'Login'. A login form contains fields for 'Florida Gateway College Username:' and 'Password:', followed by a 'Login' button. A message states: 'If you are a Florida Gateway College user, you should login above to avoid having to verify your email address, and be able to drop-off files to non-Florida Gateway College users.' Below this, it says 'Anyone may perform the following activities:'. Two buttons are listed: 'Drop-off' (highlighted with a red box) and 'Pick-up'. The 'Drop-off' button description is 'Drop-off (upload) a file for a Florida Gateway College user (email verification required)'. The 'Pick-up' button description is 'Pick-up (download) a file dropped off for you.' A grey information box contains details about user permissions and a note that 'Files are automatically deleted from FGC Dropbox 14 days after you upload them.' The footer includes version information and copyright details.

Florida Gateway College Username:  Password:

If you are a Florida Gateway College user, you should login above to avoid having to verify your email address, and be able to drop-off files to non-Florida Gateway College users.

Anyone may perform the following activities:

Drop-off (*upload*) a file for a Florida Gateway College user (**email verification required**).

Pick-up (*download*) a file dropped off for you.

**i** Florida Gateway College users: you may login with your username and password and send files to anyone, in or out of College.  
Non-Florida Gateway College users: you cannot log in, but can still send files to Florida Gateway College users if you know their email address. Start by clicking the "Drop-off" button.  
Florida Gateway College users who wish someone outside College to send them files, can make it a lot easier for them by logging in and clicking "Request a Drop-off". That saves the other person having to prove who they are. The request created will be valid for 7 days.

FGC Dropbox is a service to make it easy for you to move files, including large files up to 20.0 GB, in and out of College.

**e** How secure is FGC Dropbox?

**i** Files are automatically deleted from FGC Dropbox 14 days after you upload them.

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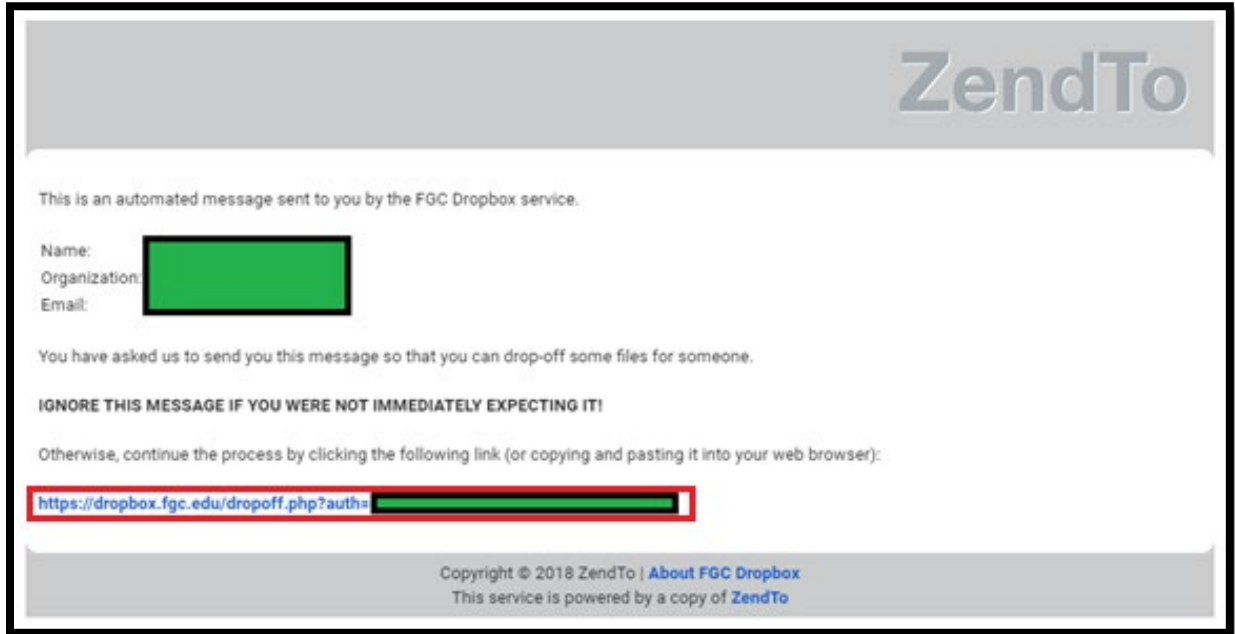
**STEP 3.**

On the page that follows enter:

- 1) enter your name, organization, and email address
- 2) complete the reCAPTCHA
- 3) click the **Send confirmation** button

The screenshot shows a web form for Florida Gateway College. At the top right is the college's logo and name. A blue 'Home' button is on the left. The form is titled 'Information about the Sender'. It asks 'Have you been given a "Request Code"?' with 'Yes' and 'No' buttons. A red box labeled '1)' highlights three input fields: 'Your name: (required)', 'Your organization:', and 'Your email address: (required)'. Below this, it says 'To confirm that you are a *real* person (and not a computer), please complete the quick challenge below:'. A red box labeled '2)' highlights the reCAPTCHA area, which includes an unchecked checkbox labeled 'I'm not a robot' and the reCAPTCHA logo with links for 'Privacy' and 'Terms'. Below the reCAPTCHA, it says 'I now need to send you a confirmation email. When you get it in a minute or two, click on the link in it.' A red box labeled '3)' highlights a blue 'Send confirmation' button. At the bottom, it says 'Version 5.03 | Copyright © 2018 ZendTo | About FGC Dropbox This service is powered by a copy of ZendTo'.

**STEP 4.** You will receive an email like the one below at the address you specified in the previous step. Navigate to the link provided in the email.



**STEP 5.**

On the linked page:

- 1) click the add button (green and white plus sign)
- 2) enter the recipient's information

**Name:** Aaron Mathews

**Email:** [aaron.mathews@fgc.edu](mailto:aaron.mathews@fgc.edu)

- 3) click the **Add Recipient** button
- 4) click the close button on the Add Recipients modal dialog.

The screenshot shows the Florida Gateway College website interface. A modal dialog titled "Add Recipients" is open in the center. The dialog has a "Name:" field and an "Email:" field, both of which are highlighted with a red box and labeled "2)". Below these fields is a blue "Add Recipient" button, highlighted with a red box and labeled "3)". In the top right corner of the dialog, there is a close button (a small square with an 'x'), highlighted with a red box and labeled "4)".

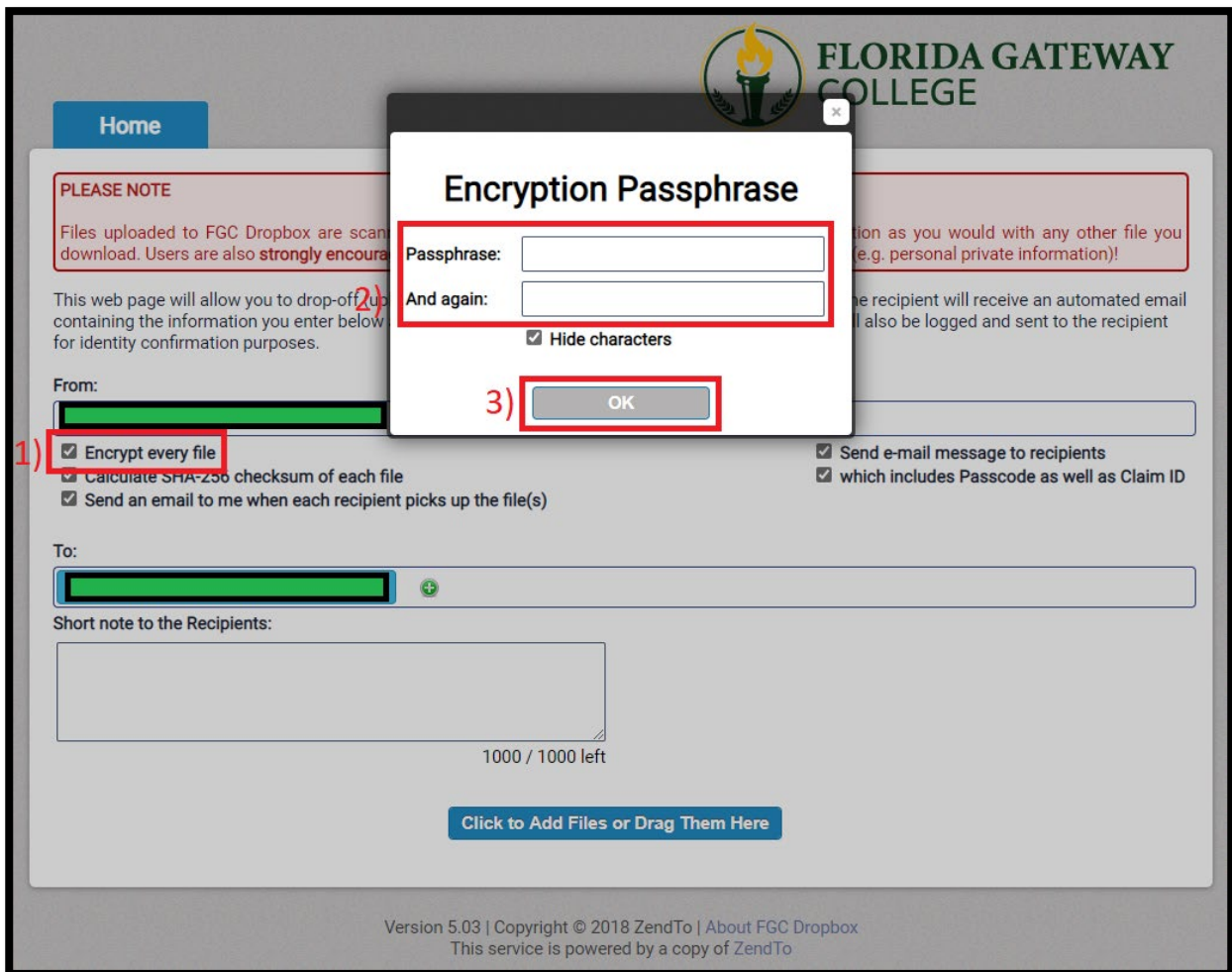
The background interface includes a "Home" button, a "PLEASE NOTE" section, and a "To:" field. The "To:" field has a green and white plus sign button, highlighted with a red box and labeled "1)". Below the "To:" field is a "Short note to the Recipients:" text area with a character count of "1000 / 1000 left". At the bottom of the interface, there is a blue button that says "Click to Add Files or Drag Them Here".

At the bottom of the page, the footer text reads: "Version 5.03 | Copyright © 2018 ZendTo | About FGC Dropbox This service is powered by a copy of ZendTo".

**STEP 6.**     **IMPORTANT:** To provide assurance that the submitted files cannot be opened except by College personnel at the appropriate time:

- 1) check the **Encrypt every file** checkbox
- 2) carefully enter a secure passphrase
- 3) click the **OK** button.

You **MUST** email the passphrase to [aaron.mathews@fgc.edu](mailto:aaron.mathews@fgc.edu). Without the passphrase, the files **CANNOT** be retrieved, even by College IT staff.



**Step 7.** Upload the desired file(s) to be submitted. Either drag-and-drop the file(s) into the browser window or click the **Click to Add Files or Drag Them Here** button and select the file(s) from the dialog window that opens.

The screenshot shows the Florida Gateway College FGC Dropbox upload page. At the top right is the college logo and name. A blue 'Home' button is on the left. A red-bordered box contains a 'PLEASE NOTE' section with text about virus scanning and encryption. Below this is a paragraph explaining the service. The form includes a 'From:' field with a redacted name, a 'To:' field with a redacted email and a plus icon, and a 'Short note to the Recipients:' text area with a '1000 / 1000 left' character count. A blue button with a red border is labeled 'Click to Add Files or Drag Them Here'. The footer contains version and copyright information.

Home

**FLORIDA GATEWAY COLLEGE**

**PLEASE NOTE**

Files uploaded to FGC Dropbox are scanned for viruses. But still exercise the same degree of caution as you would with any other file you download. Users are also **strongly encouraged** to encrypt every file if any contain sensitive information (e.g. personal private information)!

This web page will allow you to drop-off (upload) one or more files for a Florida Gateway College user. The recipient will receive an automated email containing the information you enter below and instructions for downloading the file. Your IP address will also be logged and sent to the recipient for identity confirmation purposes.

From:

[Redacted Name]

Encrypt every file  Send e-mail message to recipients  
 Calculate SHA-256 checksum of each file  which includes Passcode as well as Claim ID  
 Send an email to me when each recipient picks up the file(s)

To:

[Redacted Email] +

Short note to the Recipients:

[Text Area]

1000 / 1000 left

**Click to Add Files or Drag Them Here**

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**Step 8.**

After uploading your files:

- 1) Enter a brief description of each item.
- 2) Type your organization's name and RFP 22-2-01 LEGAL SERVICES.

When done:

- 3) click the **Drop-off Files** button to submit your files.

**PLEASE NOTE**

Files uploaded to FGC Dropbox are scanned for viruses. But still exercise the same degree of caution as you would with any other file you download. Users are also **strongly encouraged** to encrypt every file if any contain sensitive information (e.g. personal private information)!

This web page will allow you to drop-off (upload) one or more files for a Florida Gateway College user. The recipient will receive an automated email containing the information you enter below and instructions for downloading the file. Your IP address will also be logged and sent to the recipient for identity confirmation purposes.

From:

Encrypt every file  Send e-mail message to recipients  
 Calculate SHA-256 checksum of each file  which includes Passcode as well as Claim ID  
 Send an email to me when each recipient picks up the file(s)

To:

Short note to the Recipients:

This is an example note.

976 / 1000 left

Click to Add Files or Drag Them Here

Filename	1) Size	Description
1: ExampleFile.txt	<0.1 KB	Example file description

<0.1 KB / 20480 MB

Drop-off Files

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**Step 9.** You will then be presented with the Drop-Off Summary.


The screenshot shows a web interface for Florida Gateway College. At the top right is the college's logo, which features a torch and the text "FLORIDA GATEWAY COLLEGE". On the left, there is a blue "Home" button. The main content area is titled "Drop-Off Summary" and contains the following text: "Your files have been sent successfully." and "This drop-off is encrypted with a passphrase known only to the sender." Below this is a table with four columns: "Filename", "Size", "SHA-256 Checksum", and "Description". The table lists one file: "ExampleFile.txt" (16 bytes) with a SHA-256 checksum of "42319A509CF5DFFB1E14E6D4C8D331807B64750DFBBCE6AB9EA7C7FAE1639CB4" and a description of "Example file description". Below the table, it says "1 file". Under the heading "From:", there is a green bar representing a redacted name, followed by "from" and another green bar, and "on 2020-04-02 13:26". Below this is a "Comments:" section with a text box containing the text "This is an example note." At the bottom of the page, there is a footer with the text: "Version 5.03 | Copyright © 2018 ZendTo | About FGC Dropbox This service is powered by a copy of ZendTo".

Home

**Drop-Off Summary**



Your files have been sent successfully.

This drop-off is encrypted with a passphrase known only to the sender.

Filename	Size	SHA-256 Checksum	Description
 ExampleFile.txt	16 bytes	42319A509CF5DFFB1E14E6D4C8D331807B64750DFBBCE6AB9EA7C7FAE1639CB4	Example file description

1 file

From:

 from  on 2020-04-02 13:26

Comments:

This is an example note.

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## ATTACHMENT NO. 2

### OFFICE OF THE ATTORNEY GENERAL ATTACHMENT A FOR PRIVATE ATTORNEY SERVICES

#### A. SCOPE OF SERVICES

The CONTRACTOR shall:

1. (Insert in detail the scope of work the CONTRACTOR is expected to perform, including case matter reference.)

*(INSERT 2 THROUGH 3, AS APPROPRIATE.)*

2. Review and analyze AGENCY legal files, data, documents and other materials concerning the above matter and advise on recommended legal course. Attend and participate in meetings, conference calls, inspections or the like and report on the status of the legal matters.
3. Prepare and file pleadings, motions, or briefs, initiate and conduct discovery, as required and represent the AGENCY in any related litigation and otherwise represent the AGENCY at trial or on appeal.

#### B. COMPENSATION-FEES

1. The AGENCY shall be billed in accordance with Exhibit 1. Fees shall not exceed \$(insert dollar amount) and fees in excess of such amount shall not be compensable. The CONTRACTOR shall notify the AGENCY, in writing, when fees for billable services reach \$(insert dollar amount). 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.
2. Billable hours shall be measured in (insert 6 or 10, whichever is preferable) minute increments. Compensation of attorney hours will be for actual time spent providing attorney services to the AGENCY.
3. Premium rates will not be paid for overtime work.
4. Attorney time while traveling will be compensated at (insert percentage) percent of the hourly rates reflected in Exhibit 1.

#### C. COMPENSATION-COSTS

1. Reimbursement of costs for such items as exhibits, transcripts and witness fees requires prior (insert written or oral) authorization by the AGENCY and shall be reimbursed based upon documented third party vendor charges. The AGENCY shall not pay for firm surcharges added to third party vendor charges.
2. Routine expenses such as phone calls, facsimile transmissions, routine postage, copy work, local travel expenses, printed library materials and local courier, word processing, clerical or secretarial services are overhead and will not be separately compensated.
3. Non-routine office overhead expenses such as, long distance courier services, bulk mailings, bulk third party copying, blueprints, x-rays, photographs and must be justified to the AGENCY and shall be reimbursed based on documented third-party vendor charges. If these charges exceed \$(insert dollar amount), prior written approval from the AGENCY 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 CONTRACTOR shall only bill the AGENCY for a proportionate share of the cost of legal research, attending hearings or engaging in client representation of any type, which is also applicable to other clients.
5. Reimbursable costs shall not exceed \$(insert dollar amount). The CONTRACTOR shall notify the AGENCY in writing when costs reach \$(insert dollar amount). 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 invoice statement for fees and costs shall be submitted in (insert number of copies), 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 or statement
  - c. CONTRACTOR taxpayer identification number (FEIN)
  - d. CONTRACTOR and AGENCY contract administrators' names
  - e. Inclusive dates of the month(s) covered by the invoice
  - f. Itemization of the dates; hours billed (if hourly); a concise, meaningful description of the services rendered, with sufficient detail to enable the AGENCY to evaluate the services rendered and costs; the person(s) who performed the services for each day during which the CONTRACTOR performed work; their hourly rate (if hourly) as specified in Exhibit 1, and any billing rate that is for some reason different from the one set forth in Exhibit 1, e.g., travel at a reduced hourly rate. ***(NOTE: If billing is based on other than an hourly rate, the basis for the billing must be explained in this section.)***
  - g. A listing of all invoiced costs to be accompanied by copies of actual receipts.
  - h. The total of only the current bill or statement.
  - i. Prior balances or payment history should be shown separately, if at all.
  - j. A certification statement, signed by the CONTRACTOR's contract administrator that reads, "I certify that all costs and fees claimed in this invoice statement for payment are accurate and were performed in furtherance of the AGREEMENT between the [insert CONTRACTOR name] and [insert AGENCY name]."
  - k. Any other information as may be requested by the AGENCY's contract administrator.

**E. ADMINISTRATION OF AGREEMENT**

1. The AGENCY's contract administrator is (insert AGENCY designee's name).
2. The CONTRACTOR's contract administrator is (insert CONTRACTOR designee's name). However, if multiple law firms are parties to the AGREEMENT, then the AGREEMENT must address the internal system of governance among the firms and each law firm must identify one member of its firm who is authorized to legally bind the firm.
3. All (insert written or oral) approvals must be obtained from the parties' contract administrators or their designees. All notices must be given to the parties' contract administrators.
4. The AGREEMENT shall be governed by and construed under the laws of Florida.

**F. OTHER AVAILABLE SERVICES**

Upon receiving approval from the AGENCY, the CONTRACTOR shall use existing AGENCY agreements, when available and cost effective, to acquire services (e.g., bulk third party copying) and the assistance of professionals (e.g., court reporters, expert witnesses) at reduced rates.

**G. PUBLIC RECORDS**

All documents prepared pursuant to the AGREEMENT are subject to Florida's Public Records Law. Refusal of the CONTRACTOR to allow public access to such records, as required by such law, shall constitute grounds for unilateral cancellation of this AGREEMENT.

**H. SPECIAL CONDITIONS**

1. The CONTRACTOR will make 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, etc., by the CONTRACTOR will not be compensated without prior written approval from the AGENCY.
3. CONTRACTOR agrees that all documents shall be promptly returned at the termination of the CONTRACTOR's involvement in the case or matter at hand.
4. AGENCY in-house staff shall be used in the legal matter to the maximum extent possible.
5. The CONTRACTOR will provide immediate notice by facsimile transmission or telephone regarding significant case developments which will likely result in media inquiries.
6. The CONTRACTOR shall provide the AGENCY immediate notice of any representation undertaken by the CONTRACTOR in matters where the client is suing or being sued by the state or state entities in any civil or adversarial administrative action.
7. A contingency fee contract must be commercially reasonable. "Commercially reasonable" means the fees shall be no more than the amount permissible pursuant to Rule 4-1.5 of the rules regulating The Florida Bar and case law interpreting that rule. If the amount of the fee is in dispute, the counsel retained by the state shall participate in mandatory binding arbitration. Payment of all attorney's fees is subject to appropriation. Attorney's fees shall be forfeited if, during the pendency of the case, the counsel retained by the state takes a public position that is adverse to the state's litigation or settlement posture.
8. Each private attorney who is under contract to provide attorney services for the state or a state agency shall, from the inception of the contractual relationship until at least 4 years after the contract expires or terminates, maintain detailed current records, including documentation of all expenses, disbursements, charges, credits, underlying receipts and invoices, and other financial transactions that concern the provision of such attorney services. The private attorney shall make all such records available for inspection and copying upon request in accordance with Chapter 119, Florida Statutes.
9. The AGENCY's general counsel must approve and sign the contract as to form and legality. The Contract must be signed by the AGENCY head, who shall also maintain custody of the contract.

## EXHIBIT 1 - Fee Schedule

### I. HOURLY BILLING SCHEDULE:

- A. CONTRACTOR's attorney and paralegal staff to be used under this contract include the following individuals at the hourly rates indicated:

NAME	HOURLY RATE
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

The above rates may be adjusted if both parties agree and shall be documented in writing by amendment to this AGREEMENT.

***(NOTE: Substitute the following section if other than an hourly billing fee schedule is used.)***

### II. ALTERNATE BILLING SCHEDULE:

*(Insert specifics of billing methodology)*

**ATTACHMENT NO. 3**

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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: Florida Gateway College

by \_\_\_\_\_

(Print individual's name and title)

for \_\_\_\_\_ whose business address

(Print name of entity submitting sworn statement)

is \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_.

If the entity has no FEIN, include the Social Security Number of the individual signing this

statement: \_\_\_\_\_.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state 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 an 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, non-jury trial, or entry of plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a) Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or

2. 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 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, directors, 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 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, nor the affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ 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 subsequent to July 1, 1989.

\_\_\_\_\_ 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 subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, division of Administrative Hearings and the Final Order entered 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 (attach 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 THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH THE LIFE OF THE CONTRACT. 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

\_\_\_\_\_  
Date

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me, by means of  
\_\_\_\_\_ physical presence; or \_\_\_\_\_ online notarization this \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_\_, by \_\_\_\_\_  
\_\_\_\_\_ who is personally known to me; or \_\_\_\_\_ has produced a Florida driver's license as identification.

\_\_\_\_\_  
Notary Public, State of Florida

(NOTARIAL SEAL)

\_\_\_\_\_  
My Commission Expires:

## ATTACHMENT NO. 4

### DRUG FREE WORKPLACE PROGRAM REQUIREMENTS

The undersigned Respondent in accordance with Florida Statute 287.087 hereby certifies that does:

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 actions 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 proposed a copy of the statements 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 proposal, 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 any controlled substance law of the United States or any state 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 an 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 company complies fully with the above requirements.

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Proposer's Signature

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Date