

SCHOOL DISTRICT OF PALM BEACH COUNTY

PURCHASING DEPARTMENT

REQUEST FOR PROPOSAL (RFP)

REQUIRED RESPONSE FORM

03C- 022H

DATE: July 8, 2003

TITLE: RFP FOR LEGAL SERVICES FOR THE DEPARTMENT OF RISK MANAGEMENT

This proposal must be submitted to the School District of Palm Beach County, Purchasing Department, 3326 Forest Hill Boulevard, Suite A-323, West Palm Beach, Florida 33406-5813, no later than 2:00 PM on August 6, 2003, and plainly marked RFP-03C- 022H. Proposals are due and will be opened at this time.

Anti-Collusion Statement / Public Domain

I, the undersigned proposer have not divulged, discussed, or compared this proposal with any other proposer and have not colluded with any other proposer in the preparation of this proposal in order to gain an unfair advantage in the award of this proposal.

I acknowledge that all information contained herein is part of the public domain as defined in the Public Records Act, Chapter 119, F.S.

Proposal Certification

I hereby certify that I am submitting the following information as my company's proposal and understand that by virtue of executing and returning with this proposal this REQUIRED RESPONSE FORM, I further certify full, complete and unconditional acceptance of the contents of Pages 1 through 36 and Guidelines for Outside Counsel Pages 1 through 8 inclusive of this Request for Proposal, and all appendices and the contents of any Addendum released hereto. Proposal must be signed by an officer or employee having authority to legally bind the proposer.

PROPOSER (firm name): _____

STREET ADDRESS: _____

CITY & STATE: _____

PRINT NAME OF AUTHORIZED REPRESENTATIVE: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

TITLE: _____ DATE: _____

CONTACT PERSON: _____

CONTACT PERSON'S ADDRESS: _____

TELEPHONE: _____ FAX: _____ TOLL FREE: _____

E-MAIL ADDRESS: _____ INTERNET URL: _____

PROPOSER TAXPAYER IDENTIFICATION NUMBER: _____

NOTE: Entries must be completed in ink or typewritten. An original manual signature is required.

**SCHOOL DISTRICT OF PALM BEACH COUNTY, FLORIDA
REQUEST FOR PROPOSAL FOR
LEGAL SERVICES FOR THE DEPARTMENT OF RISK MANAGEMENT**

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- C. Drug-Free Workplace Certification
- D. Statement of No Bid
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SCHOOL DISTRICT OF PALM BEACH COUNTY

REQUEST FOR PROPOSAL FOR

LEGAL SERVICES FOR THE DEPARTMENT OF RISK MANAGEMENT

1.0 **INTRODUCTION**

- 1.1 This is a Request for Proposal (RFP) for **LEGAL SERVICES FOR THE DEPARTMENT OF RISK MANAGEMENT** to the School District of Palm Beach County, Florida (the District).
- 1.2 The School Board of Palm Beach County, Florida, (the Board) is seeking to retain attorneys/law firms whose partners are licensed to practice in the State of Florida, to provide assistance from time to time to the Board in the areas specified in Section 1.5 at an hourly rate not to exceed the amount set forth within each area of Sections 1.6, 1.7, and 1.8. Proposals submitted pursuant to this RFP will, upon award, establish a list of pre-approved attorneys at the hourly rate specified therein, but do not preclude the District's contracting with other attorneys outside the RFP. The District is not obligated to enter into contracts for Legal Services, or base its selection on a rotational basis and will contract with attorneys on an as-needed basis as determined at the sole discretion of the District.
- 1.3 All terms and conditions of this RFP, any addenda, proposer's submissions and negotiated terms, are incorporated into the contract by reference as set forth herein.
- 1.4 Document files may be examined, during normal working hours, ten days after proposals have been opened.
- 1.5 The specific areas of the law for which the Board seeks assistance is as follows: Personal Injury, Workers Compensation, and Appellate.
- 1.6 Personal Injury: Selected by Chief Counsel with consultation through the District Risk Management Program at an hourly rate of \$110 - \$125 for the first 3 years of the contract and upon renewal for the remaining 2 years the hourly rate would be increased to \$120 – 135. Includes General Liability and Automobile Liability.
- 1.7 Worker's Compensation: Selected by Chief Counsel with consultation through the District Risk Management Program at an hourly rate of \$110 - \$125 for the first 3 years of the contract and upon renewal for the remaining 2 years the hourly rate would be increased to \$120 – \$135.
- 1.8 Appellate: Special counsel will represent the School District in the areas delineated as areas of specialty for the Attorney (reference areas cited herein) of Workers Compensation, General Liability, and Auto Liability at an hourly rate not to exceed \$120 - \$135 for the first 3 years of the contract and upon renewal for the remaining 2 years the hourly rate would be increased to \$135 - \$145.
- 1.9 These documents constitute the complete set of specifications, requirements, and/or proposal forms.
- 1.10 All terms and conditions of this RFP, any addenda and attachments, the Agreement for Legal Services and Guidelines for Outside Counsel, proposer's submissions and negotiated terms, are adopted and incorporated by reference.

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2.0 INSTRUCTIONS TO PROPOSER

- 2.1 All proposals must be received no later than 2:00 PM, on **August 6, 2003**. If a proposal is transmitted by US Mail or other delivery medium, the proposer(s) will be responsible for its timely delivery to the Fulton Holland Educational Services Center Department of Purchasing, Suite A-323, 3326 Forest Hill Boulevard, West Palm Beach, Florida 33406-5813.
- 2.2 Any proposal received after the stated time and date, will not be considered and will be returned unopened to the proposer(s).
- 2.3 One manually signed original and **eight (8)** photocopies of the proposal must be sealed in one package and clearly labeled "**REQUEST FOR PROPOSAL FOR LEGAL SERVICES FOR THE DEPARTMENT OF RISK MANAGEMENT**" on the outside of the package. The legal name, address, proposer's contact person, and telephone number must also be clearly annotated on the outside of the package.
- 2.4 All proposals must be signed by an officer or employee having authority to legally bind the proposer(s).
- 2.5 Any corrections of unit prices must be initialed. This includes corrections made using correction fluid (white out) or any other method of correction.
- 2.6 Proposer should become familiar with any local conditions which may, in any manner, affect the services required. The proposer(s) is/are required to carefully examine the RFP terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowance will be made due to lack of knowledge of these conditions.
- 2.7 Proposals not conforming to the instructions provided herein will be subject to disqualification at the sole option of the District.
- 2.8 Any proposal may be withdrawn prior to the date and time the proposals are due. Any proposal not withdrawn will constitute an irrevocable offer, for a period of 90 days, to provide the District with the services specified in the proposal.
- 2.9 DELIVERY OF RFPS: When hand delivering your RFP, proposers must follow the School District's security access procedures. The procedures are as follows:
- A. Park in visitors' parking area.
 - B. Enter building through the front door.
 - C. Present RFP to Purchasing Department receptionist for official date/time stamping.

PROPOSERS SHOULD ALLOW AT LEAST 30 MINUTES TO FOLLOW THE ABOVE PROCEDURES AND SUBMIT THEIR RFP TO THE PURCHASING DEPARTMENT RECEPTIONIST, NO LATER THAN THE DATE AND TIME DESIGNATED IN THE RFP.

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3.0 TIME SCHEDULE

3.1 The District will attempt to use the following time schedule which will result in selection of a proposer(s).

July 23, 2003	All written questions and inquiries are due by 5:00 p.m..
August 6, 2003	Proposals due no later than 2:00 PM.
August 14, 2003	* Evaluation Committee Meeting
August 18, 2003	* Oral Presentation (If needed)
August 19, 2003	Posting of Recommendation.
September 17, 2003	Recommend proposer(s) to the School Board for approval.

* These are open, public meetings.

3.2 Notification of any changes to the time schedule will be made to proposers by US certified mail, e-mail or fax.

3.3 Response to inquiries regarding the status of a proposal must not be made prior to the posting of award recommendation.

4.0 AWARD

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

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

4.3 The District reserves the right, before awarding the contract, to require proposer(s) to submit evidence of qualifications or any other information the District may deem necessary.

4.4 The District reserves the right, prior to Board approval, to cancel the RFP or portions thereof, without penalty.

4.5 The District reserves the right to: (1) accept the proposals of any or all of the items it deems, at its sole discretion, to be in the best interest of the District; and (2) the District reserves the right to reject any and/or all items proposed or award to multiple proposers.

4.6 The District reserves the right to select 3 – 5 attorneys in each category and preferences in the award to those firms with the highest ranking; however, nothing herein will prevent the School Board of Palm Beach County, Florida, from making multiple awards and to deem all proposals responsive, and to assign work to any firm deemed responsive. The District further reserves the right to not assign cases to firms which are otherwise responsive. The District intends to rank proposer's and select 3 – 5 proposer's in each category according to rank. The District will then assign cases based on upon the facts of the case, rotation, as well as specialty and experience of selected attorneys.

4.7 Award will be made not on the basis of price alone, but to those attorneys/firms whose proposal contains the most advantageous combination of price, experience and qualifications of the firm; qualifications of the Attorneys for the firm; and Minority/Women Business Participation, and who, in the opinion of the School District, will best serve the interest of the School Board of Palm Beach County.

5.0 TERM OF CONTRACT / RENEWAL

5.1 The term of this contract shall be for three years from the date of award, and may, by mutual agreement between the School Board and the awardee, be renewable for one additional two-year period. The Board, through the Purchasing Department, will, if considering renewing, request a letter of intent to renew from the awardee prior to the end of the current contract period. If needed, the contract will be extended 90 days beyond the contract expiration date. The awardee will be notified when the Board has acted upon the recommendation. All prices shall be firm for the term of this contract. Prices approved herein will not be retroactive to prior RFP legal work unless approved by the Chief Counsel. The awardee agrees to these conditions by signing their proposal.

6.0 FUNDING OUT, TERMINATION, CANCELLATION

6.1 Florida School Laws prohibit School Board from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the agreements.

6.2 It is necessary that fiscal funding out provisions be included in all RFPs in which the terms are for periods of longer than one year.

6.3 Therefore, the following funding out provisions are an integral part of this RFP and must be agreed to by all proposers:

The School Board may, during the contract period, terminate or discontinue the services covered in this RFP for lack of appropriated funds upon the same terms and conditions as set forth in Section 17.0, Cancellation of Award / Termination.

Such prior written notice will state:

- a. That the lack of appropriated funds is the reason for termination, and
- b. Agreement not to replace the services being terminated with services similar to those covered in this RFP from another vendor in the succeeding funding period.

“This written notification will thereafter release the School Board of all further obligations in any way related to such services covered herein”.

6.4 This completed statement must be included as part of any contract submitted by the successful proposer. No contract will be considered that does not include this provision for “funding out”.

7.0 RFP INQUIRIES

7.1 Any questions concerning conditions and specifications must be submitted in writing and received no later than 5:00 p.m. EST, July 23, 2003. Questions received in writing by the time and date specified will be answered in writing. Ms. Haney is authorized only to direct the attention of prospective proposers to various portions of the RFP so that they may read and interpret such for themselves. Neither Ms. Haney nor any employee of the District is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in the written documents.

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Send all inquiries to attention:

Ms. Linda Haney, Purchasing Agent
Purchasing Department
School District of Palm Beach County
3326 Forest Hill Boulevard A-323
West Palm Beach, FL 33406
(561) 963-3804 FAX (561) 434-8185
lindahaney@palmbeach.k12.fl.us

- 7.2 If necessary, an addendum will be mailed or delivered to all who are known by the Purchasing Department to have received a complete set of proposal documents.
- 7.3 Copies of addendum will be made available for inspection at the District's Purchasing Department where proposal documents will be kept on file.
- 7.4 No addendum will be issued later than three calendar days prior to the date for receipt of proposals except an addendum withdrawing the request for proposals or one which includes postponement of the date for receipt of proposals.
- 7.5 No verbal or written information which is obtained other than by information in this document or by addendum to this RFP will be binding on the District.

8.0 BENEFICIAL INTEREST AND DISCLOSURE OF OWNERSHIP AFFIDAVIT

- 8.1 The School District is requesting this affidavit to include a list of every "person" (as defined in Section 1.01(3), Florida Statutes to include individuals, children, firms, associates, joint adventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations and all other groups and combinations) holding 5% or more of the beneficial interest in the disclosing entity. The affidavit must be returned to the Purchasing Department with the RFP or within three days of request. See ATTACHMENT F.

9.0 LOBBYING

- 9.1 PROPOSERS ARE HEREBY ADVISED THAT LOBBYING IS NOT PERMITTED WITH ANY DISTRICT PERSONNEL OR BOARD MEMBERS RELATED TO OR INVOLVED WITH THIS RFP UNTIL THE ADMINISTRATION'S RECOMMENDATION FOR AWARD HAS BEEN POSTED AT THE PURCHASING DEPARTMENT RECEPTION CENTER. ALL ORAL OR WRITTEN INQUIRIES MUST BE DIRECTED THROUGH THE PURCHASING DEPARTMENT.
- 9.2 LOBBYING IS DEFINED AS ANY ACTION TAKEN BY AN INDIVIDUAL, FIRM, ASSOCIATION, JOINT VENTURE, PARTNERSHIP, SYNDICATE, CORPORATION, AND ALL OTHER GROUPS WHO SEEK TO INFLUENCE THE GOVERNMENTAL DECISION OF A BOARD MEMBER OR DISTRICT PERSONNEL AFTER ADVERTISEMENT AND PRIOR TO THE POSTED RECOMMENDATION ON THE AWARD OF THIS CONTRACT.
- 9.3 ANY BIDDER WHO IS ADVERSELY AFFECTED BY THE RECOMMENDED AWARD MAY FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES. FAILURE TO POST BOND WITH THE SCHOOL BOARD OR TO ADHERE STRICTLY TO THE REQUIREMENTS OF STATUTES AND STATE BOARD RULES PERTAINING TO PROTESTS WILL RESULT IN SUMMARY DISMISSAL BY THE PURCHASING DEPARTMENT. ADDITIONALLY, ANY BIDDER WHO IS ADVERSELY AFFECTED BY THE RECOMMENDED AWARD MAY ADDRESS THE SCHOOL BOARD AT A REGULARLY SCHEDULED BOARD

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MEETING.

9.4 ANY PROPOSER OR ANY INDIVIDUALS THAT LOBBY ON BEHALF OF PROPOSER DURING THE TIME SPECIFIED WILL RESULT IN REJECTION / DISQUALIFICATION OF SAID PROPOSAL.

10.0 EVALUATION COMMITTEE MEETINGS

10.1 As stated in Section 3.1 and Section 12.2 a committee will be convened to review and evaluate responsive proposals, for the purposes of making a decision as to an intended award. Per F.S. 286.011, this is an open public meeting. Notification will also be posted for review by interested parties at the FHESC School District Purchasing Department, 3326 Forest Hill Boulevard, Suite A-323, West Palm Beach, FL 33406.

11.0 PREPARATION AND SUBMISSION

11.1 In order to maintain comparability and enhance the review process, it is requested that proposals be organized in the manner specified below. Include all information in your proposal. **It is required that eight (8) copies of the proposal be submitted with the original proposal.**

11.2 **Title Page:** Show the RFP number, subject, name of the proposer, address, telephone number, email address and the date.

11.3 **Table of Contents:** Include a clear identification of the material by section and by page number.

11.4 **Letter of Transmittal:** Give the names of the persons who will be authorized to make representations for the proposer, their titles, addresses and telephone numbers.

11.5 **Request for Proposal:** Required Response Form (page 1 of RFP) with all required information completed and all signatures as specified.

11.6 **Experience and Qualifications of Firm** The proposal must clearly specify the area of law (1.6 – 1.8) that the attorney/firm are proposing to represent the School District. For each area that the firm wishes to represent the School District, the proposer must provide:

- A. A listing of all educational institutions previously or currently represented, the dates of representation; the nature of the representation; and if applicable, cases litigated.
- B. If the attorney/law firm has not represented educational institutions, a list of governmental organizations represented, the dates of representation, and the nature of the representation and, if applicable, cases litigated.
- C. If the attorney/law firm has not represented educational institutions or governmental organizations but has considerable experience in handling cases for which educational and governmental organizations were a party, a list of these organizations, the date of representation, the nature of the representation and if applicable, cases litigated.
- D. The resume of each attorney who will represent the School District, including a list of the government organizations represented, areas of law and a reference including the name and telephone number of the organization.
- E. Proposer(s) must provide qualifications of all staff the proposer anticipates assigning to the District account.

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F. Proposer(s) must provide proof of meeting the requirements as described in this RFP.

G. State the experience your firm has had in the last three years with the areas of Personal Injury, Worker's Compensation and Appellate.

11.7 **Qualifications of Attorneys Representing the Firm:** Give the names of individuals who will be assigned to this contract, including their resumes and expand on their experience in the area they will be serving.

11.8 **Price Proposal:** The District is interested in creative proposals in the following specialized areas as noted in the **Introduction 1.6 – 1.8**.

11.9 **M/WBE Business Participation:** Proposers are to indicate the extent and nature of the M/WBE's scope of work with specificity as it relates to the services described in the RFP.

12.0 PROPOSAL EVALUATION PROCESS:

12.1 RFPs are received and publicly opened. Only names of respondents are read at this time.

12.2 An Evaluation Committee, consisting of District personnel, will convene, review and discuss all proposals submitted. Purchasing personnel will participate in an advisory capacity only.

12.3 The Evaluation Committee will assign points in the evaluation and recommendation process in accordance with the evaluation criteria listed in Evaluation Criteria, Section 13.0.

12.4 The Evaluation Committee reserves the right to interview any or all proposers and to require a formal presentation with the key people who will administer and be assigned to work on the contract before recommendation of award. This interview is to be based upon the written proposal received.

12.5 The Evaluation Committee reserves the right to negotiate further terms and conditions, including price with the highest ranked proposer(s) in each area of law specified. If the Evaluation Committee cannot reach a mutually beneficial agreement with the first selected proposer, the Committee reserves the right to enter into negotiations with the next highest ranked proposer and continue this process until agreement is reached, with the number of firms desired in each category.

12.6 The Purchasing Department will prepare and submit an agenda item to the Superintendent of Schools, Palm Beach County, Florida.

12.7 The Superintendent will recommend to the School Board, the award or rejection of any and/or all proposal(s).

12.8 The School Board will award or reject any or all proposal(s).

13.0 EVALUATION CRITERIA

The Evaluation Committee shall rank all proposals received which meet the submittal requirements. The following factors will be considered.

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	<u>MAXIMUM POINTS</u>
A. Experience and Qualifications of the Firm	20
B. Qualifications of the Attorneys for the Firm	40
C. Price Proposal	30
D. Minority/Women Business Participation	10
	<hr/>
Total	100

A. **Experience and Qualifications of the Firm:** (Maximum 20 points)

Firm must maintain a law office with a substantial practice within the State of Florida and be a member of The Florida Bar for at least five years or equivalent Bar membership, unless not required to render the legal services requested. Firm must possess demonstrated ability, knowledge and expertise to provide services to a school district.

Those submitting proposals should provide a resume detailing the education, training, certifications and experience of all key professional personnel.

Attorney/law firms selected must possess demonstrated ability, knowledge, and expertise to provide legal assistance from time to time in the particular areas as stated in Section 1.0. Introduction. The attorneys/ law firms should also be knowledgeable and interested in the concept of planning and budgeting litigation.

The attorney primarily assigned to represent the Board shall be a member of the Florida Bar for at least five years or equivalent Bar membership unless not required to render the legal services requested.

B. **Qualifications of the Attorneys for the Firm** (Maximum 40 points)

Those members of the law firm who could be designated to work on School Board matters should have previously demonstrated skills in that area of law. School system background and experience or the representation of public employers is preferred.

This expertise can be demonstrated by the following:

1. History of successful handling of similar matters (please provide details of significant cases and results achieved).
2. Professional ratings and/or recognition in the legal community for professional achievement (e.g. Martindale & Hubbell rating; recognition or extraordinary participation in Florida Bar, Federal Bar, American Bar Association, local bar associations or professional practices committees).
3. Advanced training or certification in related practice areas.
4. Significant achievement in matters requiring litigation or trial advocacy skills and a consistent litigation or trial record demonstrating superior litigation ability.
5. Other experience or qualifications that the attorneys/law firms believe would be relevant to services requested.
6. Practice of law in the specialized area.

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C. Price Proposal: (Maximum 30 points)

1. Personal Injury, General Liability, and Auto Liability: The District is looking for firms, which are creative and innovative in handling the small exposure case. The District would like to explore a fee arrangement wherein the firm would be retained on a reduced fee up to mediation, or a flat fee to mediation, with a bonus available if the case goes to trial and the verdict is less than the amount the case could have been settled for, or a defense verdict is rendered.
2. See Section 1.6 – 1.8 for the maximum hourly rates the District would consider.
3. A separate RFP summary sheet must be submitted for each specialty.

D. Minority/Women Business Participation: (Maximum 10 points)

Proposers are to indicate the extent and nature of the M/WBE's scope of work with specificity as it relates to the services described in the RFP. The District will be reviewing and verifying the M/WBE participation level of participation. Using the M/WBE participation Letter of Intent (Attachment A) and the M/WBE Subcontractor Participation Summary (Attachment B), proposer must submit their list of minority sub-contractors and the percent of participation for each. Proposers shall provide certificates for each M/WBE firm verifying their certification with the District or the State of Florida Office of Supplier Diversity or its successors. Proposers that are District or State certified minority, women, or disadvantaged business enterprises, at the time of submittal, will be awarded a maximum of ten points. Proposers that do not meet the above requirement may sub-contract minority business participation in accordance with Section 32.0 and receive participation points.

Points for utilization of certified M/WBE subcontractors shall be assigned as follows:

15% or more	10 points
11% - 14%	6 points
6% - 10%	4 points
1% - 5%	2 points
0%	0 points

14.0 REIMBURSABLE EXPENSES

- 14.1 Expenses and costs pursuant to F.S. 112.061 may include, but are not limited to, out-of-pocket expenses for express mail, telephone (no long distance reimbursement for calls to Palm Beach County), postage, photocopying (not to exceed \$.15 cents per page), court filing fees, witness fees and previously approved travel. Travel to and from Palm Beach School District or Palm Beach County will be reimbursed beginning at the Palm Beach County Line.
- 14.2 The School District of Palm Beach County's standard rate of reimbursement will be in accordance with Florida Statute Chapter 112. The standard rate of reimbursement is the following:
 - A. Mileage will be reimbursed at the standard rate of \$.29 per mile for out of county travel.
 - B. Meal allowance will be reimbursed at the following rate:

Breakfast \$3.00 when travel begins before 6:00 a.m. and extends beyond 8:00 p.m.
Lunch \$6.00 when travel begins before 12:00 noon and extends beyond 2:00 p.m.
Dinner \$12.00 when travel begins before 6:00 p.m. and extends beyond 8:00 p.m.

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- C. Reasonable Hotel/motel expenses will be reimbursed for actual amount of receipt.
- D. Other approved substantiated expenses, i.e., turnpike tolls, parking fees, related communication expenses, car rental, etc., will be reimbursed for amount of receipt. Incidental personal expenses are not reimbursable. Out-of-County travel and tolls to Palm Beach County for legal work is not reimbursable.

- 14.3 All research expenses (Westlaw, Lexis, etc.) must be pre-approved. Any research undertaken which will amount to three (3) or more billable hours of time, for a specialized issue research, must be pre-approved by the Chief Counsel or designee. If such pre-authorization is not obtained, any billable hours over three (3) hours will not be compensated. Routine research within the expertise of counsel will not be reimbursed.
- 14.4 All expert witness fees must be pre-approved by written submittal including estimated dollar amount.
- 14.5 Court reporter services must be provided through the District's RFP, if available, and if less expensive than other such services, unless approved by the Chief Counsel or Director of Risk Management.

15.0 REPLACEMENT OF FIRM'S STAFF

- 15.1 All key personnel assigned by the firm will be clearly identified at the initiation of the contract. Should it be necessary for the firm to replace a key person, the replacement is subject to the approval by the District. Failure to provide an acceptable replacement shall be a violation of this RFP and may be subject to cancellation under Section 17.0.
- 15.2 All replacement personnel to be assigned to the District's contract by the firm are subject to approval by the District.
- 15.3 Replacement personnel must have credentials equivalent, at least, to the individuals who they replace. Resumes of replacement personnel are to be submitted to the District for review and the District reserves the right to interview replacement personnel prior to approval by the District.
- 15.4 The firm will be responsible for briefing of replacement personnel as to the status of the District's case(s) at no expense to the District.
- 15.5 If an attorney should leave the current firm the District, at it's option, may allow the case(s) to remain with the current firm or re-qualify the new firm subject to Board approval.
- 15.6 **Insurance:** Provide proof of your company's insurance as required in Section 23.0 of this RFP or submit a letter of your intention to have the required insurance within ten days of notification by the District.

16.0 ORAL PRESENTATION

- 16.1 Firms who submit proposals in response to this RFP and are selected by the Evaluation Committee may be required to give an oral presentation of their proposal to the Evaluation Committee on August 18, 2003. This will provide an opportunity for firms to highlight their proposals. This is only a fact-finding and explanation session to assist staff in recommending the successful firm and does not include contract award or negotiations. The presentation is to be based upon the written

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proposals received. Oral Presentations if required will be conducted on August 18, 2003 in the Board Room of the Fulton Holland Educational Services Center Building, 3326 Forest Hill Boulevard, West Palm Beach, FL 33406 a specific time schedule will be provided if required.

17.0 CANCELLATION OF AWARD/TERMINATION

- 17.1 In the event any of the provisions of this proposal are violated by the proposer(s), the Superintendent or designee will give written notice to the proposer(s) stating the deficiencies and unless the deficiencies are corrected within ten (10) days, recommendation will be made to the District for immediate cancellation. Upon cancellation hereunder, the District may pursue any and all legal remedies as provided herein and by law.
- 17.2 The District, reserves the right to terminate any contract resulting from this RFP, at any time and for no reason, upon giving 30 days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the District will be relieved of all obligations under said contract. The District will only be required to pay to the proposer(s) that amount of the contract actually performed to the date of termination.
- 17.3 The awardee(s) will have the option to terminate the contract upon written notice to the Director of Purchasing. Such notice must be received at least 90 days prior to the effective date of termination.
- 17.4 Cancellation of contract by awardee may result in removal from bidders/proposer list for a period of three years.

18.0 DEFAULT

- 18.1 In the event that the awarded proposer(s) should breach this contract the District reserves the right to seek remedies in law and/or in equity.

19.0 DEBARMENT

- 19.1 The Board shall have the authority to debar a person / corporation for cause for consideration or award of future contracts. The debarment shall be for a period commensurate with the seriousness of the causes, generally not to exceed three (3) years. When the offense is willful or blatant, a longer term of debarment may be imposed, up to an indefinite period.

20.0 LEGAL REQUIREMENTS

- 20.1 It shall be the responsibility of the contractor to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations and School Board Policy that in any manner affect the items covered herein which may apply. Specifically, proposer(s) is to adhere to School Board Policies 3.12 and 3.13, pursuant to the following, with respect to any criminal arrests and convictions, and is on notice thereto that any employees involved in any Chapter 435, Florida Statutes offenses are precluded from continuing to work on the project and must be replaced. Failure to comply may result in the immediate termination of the vendor's contract at the sole discretion of the School District. Lack of knowledge by the proposer(s) will in no way be a cause for relief from responsibility.

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20.2 Proposer(s) doing business with the District are prohibited from discriminating against any employee, applicant, or client because of race, creed, color, national origin, religion, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.

21.0 FEDERAL AND STATE TAX

21.1 The District is exempt from federal and state taxes for tangible personal property. The Purchasing Department Coordinator will sign an exemption certificate submitted by the successful proposer(s). Proposer(s) doing business with the District will not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the District, nor will any proposer be authorized to use the District's Tax Exemption Number in securing such materials.

22.0 CONFLICT OF INTEREST

22.1 All proposers must disclose the name of any officer, director, or agent who is also an employee of the District. All proposers must disclose the name of any District employee who owns, directly or indirectly, any interest in the proposers' business or any of its branches.

23.0 INSURANCE REQUIREMENTS

23.1 Proof of the following insurance will be furnished by the awarded proposers/bidders to the School District of Palm Beach County by Certificate of Insurance. All insurance must be issued by a company or companies approved by the School District.

23.2 Original Certificates of Insurance meeting the specific required provision specified within this contract/agreement shall be forwarded to the Palm Beach County School District's Purchasing Department, ATTN: Ms. Haney, Purchasing Agent, and approved prior to the start of any work or the possession of any school property. Renewal certificates must be forwarded to the same department prior to the policy renewal date.

23.3 Thirty days written notice must be provided to the Palm Beach County School District via certified mail in the event of cancellation. The notice must be sent to the Purchasing Department.

23.4 The awarded bidders shall provide complete copies of any insurance policy for required coverage within seven days of the date of request by the Purchasing Department but in any respect at least 30 days prior to the commencement of any term. For all contracts with a bid amount of \$500,000 or more the actual **INSURANCE POLICY** must be included with the Certificate of Insurance.

A. **WORKERS' COMPENSATION:** Proposer(s) must comply with FSS 440, Workers' Compensation and Employees' Liability Insurance with minimum statutory limits.

B. **COMMERCIAL GENERAL LIABILITY:** Awarded proposers/bidders shall procure and maintain, for the life of this contract/agreement, Commercial General Liability Insurance. This policy shall provide coverage for death, bodily injury, personal injury, products and completed operations liability and property damage that could arise directly or indirectly from the performance of this agreement. It must be an occurrence form policy. **THE SCHOOL DISTRICT OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR COMMERCIAL GENERAL LIABILITY INSURANCE.**

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The minimum limits of coverage shall be \$1,000,000 per occurrence, Combined, Single Limit for Bodily Injury Liability and Property Damage Liability.

- C. **BUSINESS AUTOMOBILE LIABILITY:** Awarded proposers/bidders shall procure and maintain, for the life of the contract/agreement, Business Automobile Liability Insurance. **THE SCHOOL DISTRICT OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR BUSINESS AUTOMOBILE LIABILITY INSURANCE.**

The minimum limits of coverage shall be \$1,000,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" form policy. The insurance must be an occurrence form policy.

In the event the contractor does not own any vehicles, we will accept hired and non-owned coverage in the amounts listed above. In addition, we will require an affidavit signed by the contractor indicating the following:

_____ (Company Name) does not own any vehicles. In the event we acquire any vehicles throughout the term of this contract/agreement, _____ (Company Name) agrees to purchase "Any Auto" coverage as of the date of acquisition.

- D. **PROFESSIONAL LIABILITY:** The awarded proposer/bidder shall procure and maintain Professional Liability Insurance for the life of this contract/agreement, plus two years after completion. This insurance shall provide coverage against such liability resulting from this contract. The minimum limits of coverage shall be \$1,000,000 with a deductible not to exceed \$5,000. The deductible shall be the responsibility of the proposer/bidder. Professional liability policies shall include an endorsement whereby the awarded bidder holds harmless the Palm Beach County School District and each officer, agent and employee of the Palm Beach County School District against all claims, against any of them, for personal injury or wrongful death or property damage arising out of the negligent performance of professional services or caused by an error, omission or negligent act of the awarded bidder or anyone employed by the awarded bidder.

This policy must be continued or tail coverage provided for two years after completion of the project, if the policy is a "claims made" policy.

24.0 INDEMNIFICATION / HOLD HARMLESS AGREEMENT

24.1 Awarded proposers/bidders shall, in addition to any other obligation to indemnify the Palm Beach County School District and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School District, their agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged;

- A. bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the contractor, subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or
- B. violation of law, statute, ordinance, governmental administration order, rule or regulation by contractor in the performance of the work; or

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C. liens, claims or actions made by the contractor or any subcontractor or other party performing the work.

24.2 The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the contractor of any subcontractor under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar.

24.3 Any costs or expenses, including attorney's fees, incurred by the Palm Beach County School District to enforce this agreement shall be borne by the contractor.

24.4 Awardee(s) recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant and expressly acknowledges the receipt of TEN DOLLARS payable upon receipt of first invoice and other good and valuable consideration provided by the District in support of this indemnification in accordance with the laws of the State of Florida. This article will survive the termination of this contract.

25.0 PUBLIC RECORDS LAW

25.1 All proposal documents or other materials submitted by the proposer in response to this RFP will be open for inspection by any person and in accord with Chapter 119, Florida Statutes.

26.0 PERMITS AND LICENSES

26.1 The proposer(s) will be responsible for obtaining any necessary permits and licenses and will comply with laws, rules, and regulations whether state or federal and with all local codes and ordinances without additional cost to the District.

27.0 INTELLECTUAL PROPERTY RIGHTS

27.1 The proposer(s) will indemnify and hold harmless, the District from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or un-patented invention, process, article or work manufactured or used in the performance of the contract, including its use by the District. If the proposer(s) uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties of costs arising from the use of such design, device, or materials in any way involved in the work.

This article will survive the termination of any contract with the School District.

28.0 COST INCURRED IN RESPONDING

28.1 All costs directly or indirectly related to proposal preparation, representation or clarification shall be the sole responsibility of and be borne by the proposer.

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29.0 SUB-CONTRACTS

- 29.1 Nothing contained in this specification will be construed as establishing any contractual relationship between any sub-proposer(s) and the District.
- 29.2 The proposer(s) will be fully responsible to the District for the acts and omissions of the sub-proposer(s) and their employees.
- 29.3 After award of contract, any changes in subcontractors or subproposers requires prior School District written approval.

30.0 INDULGENCE

- 30.1 Indulgence by the District on any non-compliance by the proposer does not constitute a waiver of any rights under this RFP.

31.0 JOINT PROPOSAL

- 31.1 In the event multiple proposers submit a joint proposal in response to the RFP, a single proposer shall be identified as the Prime Vendor. If offering a joint proposal, Prime Vendor must include the name and address of all parties of the joint proposal. Prime Vendor shall provide all bonding and insurance requirements, execute any Contract, complete the **REQUIRED RESPONSE FORM** shown herein, have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one proposer shall be acceptable. Prime Vendor responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other proposers participating or present at District meetings, oversee preparation of reports and presentations, and file any notice of protest and final protest as described herein. Prime Vendor shall also prepare and present a consolidated invoice(s) for services performed. The District shall issue only one check for each consolidated invoice to the Prime Vendor for services performed. Prime Vendor shall remain responsible for performing services associated with response to this RFP.

32.0 SUB-CONTRACTING/MINORITY BUSINESS PARTICIPATION

- 32.1 The District strongly encourages the use of Minority/Woman owned business enterprises for participation as associates, joint-venturers, prime proposers, and sub-proposers in contracting opportunities.
- 32.2 In order to receive evaluation credit for M/WBE participants, the proposer or firm(s) to be utilized by the proposer must be certified by the District or the State of Florida Office of Supplier Diversity at the time that the proposals are due. In order to receive evaluation credit for M/WBE participation, the proposal must identify the specific certified M/WBE firm or firms upon which evaluation credit is sought, shall indicate the extent and nature of the M/WBE's work, and shall include the percentage of the total engagement which will be received by the M/WBE firm in connection with the proposal. M/WBE participation in auxiliary services is acceptable but will only be given evaluation credit if it augments the primary service of this RFP. **ALL PROPOSERS MUST COMPLETE THE M/WBE SUBCONTRACTOR PARTICIPATION LETTER OF INTENT (FORM 1525). ATTACHMENT A.**

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- 32.3 Inquiries regarding listings of District and State Certified Minority, Woman and Disadvantaged business enterprises can be made to the District's Office of Diversity in Business Practices, 3322 Forest Hill Boulevard, Suite A-106, West Palm Beach, FL 33406, (561) 434-8508 or on our web site at <http://www.palmbeach.k12.fl.us/bids/mwbe>. All companies using minority, woman, or disadvantaged sub-proposers will complete the **M/WBE SUBCONTRACTOR PARTICIPATION SUMMARY (FORM 1526) – ATTACHMENT B**. This form must be submitted with all requests for payment.
- 32.4 Minority Business Enterprise (MBE) indicates a business entity which is owned and operated by a minority. In this instance, minority or handicapped group members are citizens of the United States or lawfully admitted permanent residents who are African American, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian, and eligible others as outlined in Administrative Order 1-18.
- 32.5 The Palm Beach County School District only recognizes as acceptable for certification as minority/woman business enterprises those firms, vendors, and consultants that have successfully completed the certification requirements of the State of Florida Office of Supplier Diversity or the Palm Beach County School District's Office of Diversity in Business Practices. In the case of those firms or small business enterprises that are certified with the State of Florida Office of Supplier Diversity the firm shall be required to include a copy of their certification letter or certificate. The letter or certificate will only be deemed valid if the dates for certification have not expired. Any pending application with the Palm Beach County School District or the State of Florida Office of Supplier Diversity shall not be considered as certification of the vendor making application for consideration as a M/WBE firm.
- 32.6 The Palm Beach County School District does not currently by implication or direct means have reciprocity with any governmental or non-governmental entity, with the exception of the State of Florida Office of Supplier Diversity for the purpose of sharing and/or acceptance of M/WBE vendors, consultants, small business enterprises for certification.
- 33.0 PUBLIC ENTITY CRIMES**
- 33.1 A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid/RFP on a contract to provide any goods or services to a public entity, may not submit a bid/RFP on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids/RFPs on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- 33.2 The proposer(s) certifies by submission of this RFP, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal department/agency.
- 34.0 USE OF OTHER CONTRACTS**
- 34.1 The District reserves the right to utilize any other District contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, any other school board, any other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012(6) in lieu of any offer received or award made as a result of this bid, if it is in the best interest to do so. **The District also reserves the right to separately bid any single order or to purchase any item**

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on this bid if it is in its best interest to do so.

35.0 ASSIGNMENT OF CONTRACT AND/OR PAYMENT

- 35.1 The proposer shall not enter into subcontracts, or assign, transfer, convey, sublet, or otherwise dispose of the ensuing contract, or any or all of its right, title or interest herein, or its power to execute such contract to any person, company, or corporation without prior written consent of the District.
- 35.2 The proposer will be prohibited from publishing or releasing any information related to the requested services without the prior written permission of the School District. All reports and other documents resulting from the ensuing contract will remain the sole property of the District.

36.0 REQUIREMENTS FOR PERSONNEL ENTERING DISTRICT PROPERTY

- 36.1 Possession of firearms will not be tolerated on School District property; nor will violations of Federal and State laws and any applicable School Board policy regarding Drug Free Workplace be tolerated. Violations will be subject to the immediate termination provision heretofore stated in Section 20.1.
- 36.2 "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun.
- 36.3 No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property.
- 36.4 If any employee of an independent contractor or sub-contractor is found to have brought a firearm on School District property, said employee will be terminated from the School Board project by the independent contractor or sub-contractor. If the sub-contractor fails to terminate said employee, the sub-contractor's agreement with the independent contractor for the School Board project shall be terminated. If the independent contractor fails to terminate said employee or fails to terminate the agreement with the sub-contractor who fails to terminate said employee, the independent contractor's agreement with the School Board shall be terminated.
- 36.5 Proposers are advised that they are responsible to ensure that no employee, agent or representative of their company who has been convicted or who is currently under investigation for a crime against children in accordance with FS 435.04 will enter onto any school site.

37.0 AGREEMENT

- 37.1 A purchase order and/or a contract will be released, after award, for any work to be performed as a result of this RFP. The proposal, response to the proposal, all attachments, any addendum released, agreement if applicable, and the corresponding purchase order will constitute the complete agreement between proposer and the District. Should there be any conflict between the terms of the RFP, response to the RFP (proposal), and the terms of the agreement (Sample Contract), the terms of the agreement shall be final and binding and the RFP shall control where in conflict with the proposal. If proposer requires an additional contract, then proposer should include their sample contract as an attachment to the proposal submitted for review.

38.0 POSTING OF RFP CONDITIONS / SPECIFICATIONS

38.1 This RFP will be posted for review by interested parties, at the Purchasing Department Reception Center, 3300 Forest Hill Boulevard, Main Lobby Area, West Palm Beach, FL, on the date of RFP electronic mailing and will remain posted for a period of 72 hours. Failure to file a specification protest within the time prescribed in §120.57(3), Florida Statutes, will constitute a waiver of proceedings under Chapter 120, Florida Statutes, and applicable Board rules, regulations and policies.

39.0 POSTING OF RFP RECOMMENDATION / TABULATIONS

39.1 RFP recommendations and tabulations will be posted at the Purchasing Department Reception Center for review by interested parties, at the Fulton Holland Educational Services Center, 3300 Forest Hill Boulevard, Main Lobby Area, West Palm Beach, FL, on August 19, 2003 at 3:00 p.m., and will remain posted for a period of 72 hours. If the RFP tabulation with recommended awards is not posted by said date and time, A "Notice of Delay of Posting" will be posted to inform all proposers of the new posting date and time.

39.2 Any person adversely affected by the decision or intended decision must file a notice of protest, in writing, within 72 hours after the posting. The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file a specification protest within the time prescribed in §120.57(3), Florida Statutes, will constitute a waiver of proceedings under Chapter 120, Florida Statutes, and applicable Board rules, regulations and policies.

39.3 If a proposer wishes to protest a RFP, they must do so in strict accordance with the procedures outlined in FS 120.57(3), and Section 9.3 of this proposal and School Board Policy 6.14.

39.4 Any person who files an action protesting an RFP specification, a decision or intended decision pertaining to this RFP pursuant to FS 120.57(3)(b), shall post with the Purchasing Department, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida payable to the School District of Palm Beach County in an amount equal to 1 percent (1%) of the total estimated contract value, but not less than \$500 nor more than \$5,000. Bond shall be conditioned upon the payment of all costs that may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check or money order will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the District prevails, it shall recover all costs and charges included in the final order of judgment, including charges by the Division of Administrative Hearings. Upon payment of such costs and charges by the protester, the protest security shall be returned. If the protest prevails, he or she shall recover from the District all costs and charges, which shall be included in the final order of judgment.

40.0 RFP SUMMARY SHEET - Personal Injury

PLEASE COMPLETE AND SUBMIT WITH RESPONSE. A separate RFP Summary Sheet must be submitted for each specialty as applicable. Failure to return this form with your response will be deemed as a disqualification of said firm and RFP will be deemed as nonresponsive.

Specific Area of Law: Personal Injury

	Three Year Hourly Rates	Two Year Renewal Rates
Paralegal	\$ _____ / hour	\$ _____ / hour
First Year Associate	\$ _____ / hour	\$ _____ / hour
Second Year Associate	\$ _____ / hour	\$ _____ / hour
Third Year Associate	\$ _____ / hour	\$ _____ / hour
Fourth Year Associate	\$ _____ / hour	\$ _____ / hour
Fifth Year & Above Associate or Partner	\$ _____ / hour	\$ _____ / hour

Variances: Please list rates on all other fee proposals or arrangements as noted in Sections 1.6 – 1.8, which are the fee arrangements outside the standard hourly rates.

Vendor: _____

41.0 RFP SUMMARY SHEET - Workers Compensation

PLEASE COMPLETE AND SUBMIT WITH RESPONSE. A separate RFP Summary Sheet must be submitted for each specialty as applicable. Failure to return this form with your response will be deemed as a disqualification of said firm and RFP will be deemed as nonresponsive.

Specific Area of Law: Worker's Compensation

	Three Year Hourly Rates	Two Year Renewal Rates
Paralegal	\$ _____ / hour	\$ _____ / hour
First Year Associate	\$ _____ / hour	\$ _____ / hour
Second Year Associate	\$ _____ / hour	\$ _____ / hour
Third Year Associate	\$ _____ / hour	\$ _____ / hour
Fourth Year Associate	\$ _____ / hour	\$ _____ / hour
Fifth Year & Above Associate or Partner	\$ _____ / hour	\$ _____ / hour

Variances: Please list rates on all other fee proposals or arrangements as noted in Sections 1.6 – 1.8, which are the fee arrangements outside the standard hourly rates.

Vendor: _____

42.0 RFP SUMMARY SHEET - Appellate

PLEASE COMPLETE AND SUBMIT WITH RESPONSE. A separate RFP Summary Sheet must be submitted for each specialty as applicable. Failure to return this form with your response will be deemed as a disqualification of said firm and RFP will be deemed as nonresponsive.

Specific Area of Law: Appellate

	Three Year Hourly Rates	Two Year Renewal Rates
Paralegal	\$ _____ / hour	\$ _____ / hour
First Year Associate	\$ _____ / hour	\$ _____ / hour
Second Year Associate	\$ _____ / hour	\$ _____ / hour
Third Year Associate	\$ _____ / hour	\$ _____ / hour
Fourth Year Associate	\$ _____ / hour	\$ _____ / hour
Fifth Year & Above Associate or Partner	\$ _____ / hour	\$ _____ / hour

Variances: Please list rates on all other fee proposals or arrangements as noted in Sections 1.6 – 1.8, which are the fee arrangements outside the standard hourly rates.

Vendor: _____

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Minority Certification applications are available through the Minority Business Enterprise located at:

Office of Diversity in Business Practices
School District of Palm Beach County
3322 Forest Hill Boulevard, Suite A-106
West Palm Beach, FL 33406-5871
Phone: (561) 434-8508
<http://www.palmbeach.k12.fl.us/bids/mwbe>

Are you a minority vendor certified by: (Check if appropriate)

Palm Beach County School District _____

State of Florida _____

If yes, expiration date _____

Minority Classification _____

If you are not a certified minority vendor and intend to sub-contract with a certified minority firm(s), please list the vendors and the estimated dollar value below:

<u>Vendor</u>	<u>Estimated Dollar Value</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____

For information on other bids currently being solicited for the School District of Palm Beach County, please call the BID HOTLINE at (561) 434-8111.

Bids/RFPs are available to view and print at no charge on the Purchasing Department's Internet Hotline. Simply go to <http://www.palmbeach.k12.fl.us/bids> and click on those documents you are interested in. This will allow you to register, view and print the solicitation.

8 ATTACHMENTS



3326 FOREST HILL BOULEVARD, A-323 • WEST PALM BEACH, FLORIDA 33406-5813 • (561) 434-8506

**Minority Women Business Enterprise (M/WBE)
Subcontractor Participation Letter of Intent**

BID/RFP or Project Name LEGAL SERVICES FOR THE DEPARTMENT OF RISK MANAGEMENT

BID/RFP or Project Number 03C- 022H

Name of Bidder _____

The undersigned intends to perform work with the above project as (*check one*)

- Individual Partnership Corporation Joint Venture

(NOTE: If a joint venture, attach letterhead or other documentation proving relationship.)

The undersigned intends to perform work with the above BID/RFP or project as (*check one*)

- Subcontractor Manufacturer Supplier

The undersigned is:

- Certified with the School District of Palm Beach County MIWBE Coordinator
 Certified with the State of Florida, Department of General Services

The undersigned is (*check only one in each applicable column*):

- | | | |
|---|--|---------------------------------|
| <u>COLUMN 1</u> | <u>COLUMN 2</u> | <u>COLUMN 3</u> |
| <input type="checkbox"/> American Indian/Alaskan Native | <input type="checkbox"/> Physically Disabled | <input type="checkbox"/> Female |
| <input type="checkbox"/> Asian/Pacific Islander | | <input type="checkbox"/> Male |
| <input type="checkbox"/> Black, Non-Hispanic | | |
| <input type="checkbox"/> Hispanic | | |
| <input type="checkbox"/> Multiracial | | |
| <input type="checkbox"/> White, Non-Hispanic | | |

PARTICIPATION: The undersigned intends to perform the following work in connection with the above project.

ITEM NO.	CONTRACT (TRADE) ITEMS	AMOUNT

Name of MWBE Subcontracting Firm _____

Name and Position (type or print) _____

SIGNATURE

DATE

DRUG-FREE WORKPLACE CERTIFICATION

Preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

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

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

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

COMPANY NAME

VENDOR'S SIGNATURE

Must be executed and returned with attached bid at time of bid opening to be considered.
PBSD 0580 New 3/91

STATEMENT OF NO BID

If you are not bidding on this service/commodity, please complete and return this form to: **Department of Purchasing, School District of Palm Beach County, 3326 Forest Hill Boulevard, West Palm Beach, FL 33406-5813.** (Please print or type, except signature)

Failure to respond may result in deletion of vendor's name from the qualified bidder's list for the School District of Palm Beach County.

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ TELEPHONE: _____

We, the undersigned, have declined to bid on your RFP No. 03C- 022H for LEGAL SERVICES FOR THE DEPARTMENT OF RISK MANAGEMENT because of the following reasons:

_____ We do not offer this product or the equivalent.

_____ Insufficient time to respond to the invitation to bid.

_____ Remove our name from this bid list only.

_____ Our product schedule would not permit us to perform.

_____ Unable to meet bond requirements.

_____ Other. (Specify below)

REMARKS: _____

SIGNATURE: _____ DATE: _____

CONTRACT BETWEEN

THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA

AND

This contract entered into this ____ day of _____, 200_, between THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, a political subdivision of the state of Florida, (hereinafter referred to as the "School Board") and _____, located at _____, (hereinafter referred to as the "Contractor") to provide LEGAL SERVICES FOR THE DEPARTMENT OF RISK MANAGEMENT.

SECTION I - Term of Contract

This contract shall be for the period beginning _____, 200_ through _____, 200_. The contract may be renewed for _____ additional one-year periods at the annual anniversary date. The contract will not extend beyond the _____ year.

SECTION II - Services

The Contractor shall provide LEGAL SERVICES FOR THE DEPARTMENT OF RISK MANAGEMENT per specifications in RFP 03C- 022H and the corresponding proposal submitted by the Contractor, which by reference herein becomes part of this contract. All addenda issued to RFP 03C- 022H, if any, are also made a part of this contract.

SECTION III - Cost of Services

The Contractor shall be paid for services as listed in the RFP and awarded for LEGAL SERVICES FOR THE DEPARTMENT OF RISK MANAGEMENT for the School Board of Palm Beach County.

SECTION IV - Terms and Conditions

The Contractor shall have the option to terminate the contract upon written notice to the authorized representative of the School Board. Such notice must be received at least 90 days prior to the effective date of termination. The School Board shall have the option to terminate the contract without cause upon written notice to the authorized representative of the Contractor. Such notice must be received at least 30 days prior to the effective date of termination and the Contractor shall only be entitled to compensation up to

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the date of termination. The Contractor shall not be entitled to lost profits.

Early termination of the contract by the Contractor may prohibit the Contractor from submitting proposals for a period of three years from the date of completion of the contract. The School Board shall establish the expiration date of the contract for use thereof.

There shall be no assignment of the contract or compensation to be derived therefrom by the Contractor.

Included in this Agreement are the terms and conditions as described in the Request for Proposal, RFP 03C- 022H, which are incorporated by reference herein and made a part hereof.

SECTION V - Indemnification

The Contractor agrees to protect, defend, reimburse, indemnify and hold the School Board, its agents, employees and elected officials, and each of them free and harmless at all times from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of whatever kind or nature whether arising during or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence whether active or passive of the Contractor or anyone acting under its direction or control, or on its behalf in connection with or incident to the performance of this contract. The Contractor's aforesaid indemnity and hold harmless obligations, or portions of applications thereof, shall apply to the fullest extent permitted by law but in no event shall they apply to liability caused by the sole negligence or willful misconduct of the School Board, its elected officials, employees and authorized agents.

SECTION VI - Insurance

Insurance will be required as stated in RFP 03C- 022H. The School Board of Palm Beach County shall be named as additional insured.

SECTION VII - Amendment

This contract shall only be amended or modified in writing executed by both parties.

REQUEST FOR PROPOSAL NO. 03C- 022H

SECTION VIII - Strict Performance

The failure of either party to insist on strict performance of any covenant or conditions herein shall not be construed as a waiver of such covenants or conditions for any instance.

This contract shall be construed in accordance with the laws of the State of Florida.

If any litigation shall result from this agreement, venue shall lie in Palm Beach County, Florida.

This agreement shall not be construed against the party who drafted the same as both parties have had experts of their choosing review the same.

This agreement is binding on the parties hereto, their heirs, successor and/or assigns.

Section IX

Should either party breach this agreement, the non-breaching party shall be entitled to all remedies as provided by law and equity.

In witness whereof, this contract has been executed on the day and year first above written.

(CONTRACTOR NAME)

THE SCHOOL BOARD OF PALM BEACH COUNTY,
FLORIDA

BY: _____

BY: _____
Tom Lynch, Chairman

WITNESS: _____

Date

WITNESS: _____

Attest: _____
Arthur C. Johnson, Superintendent

Reviewed and Approved:

DATE: _____

BY: _____
Attorney

REQUEST FOR PROPOSAL NO. 03C- 022H

Project: LEGAL SERVICES FOR THE DEPARTMENT OF RISK MANAGEMENT Bid No.: 03C- 022H

Corporation Name: _____ Tax FEIN Number: _____

BENEFICIAL INTEREST AND DISCLOSURE OF OWNERSHIP AFFIDAVIT

STATE OF _____ COUNTY OF _____

Before me, the undersigned authority, personally appeared, _____, ("Corporate Representative") this _____ day of _____, 200____, who, first being duly sworn, as required by law, subject to the penalties prescribed for perjury, deposes and says:

- 1) Corporate Representative has read the contents of this Affidavit, has actual knowledge of the facts contained herein, and states that the facts contained herein are true, correct, and complete.
2) The following is a list of every "person" (as defined in Section 1.01(3), Florida Statutes to include individuals, children, firms, associates, joint adventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations and all other groups and combinations) holding 5% or more of the beneficial interest in the disclosing entity: (If more space is needed, attach separate sheet)

A. Persons or corporate entities owning 5% or more:

Table with 3 columns: Name, Address, Percentage. Contains 3 rows for listing owners.

B. Persons or corporate entities who hold by proxy the voting power of 5% or more:

Table with 3 columns: Name, Address, Percentage. Contains 3 rows for listing proxy holders.

C. Stock held for others and for whom held:

Table with 3 columns: Name, Address, Percentage. Contains 6 rows for listing stock held for others.

CORPORATE REPRESENTATIVE

By: _____

SWORN TO and subscribed before me this _____ day of _____, 200____, by _____. Such person(s). (Notary Public must check applicable box):

[] is/are personally known to me. [] produced a current driver license(s). [] produced _____ as identification.

(NOTARY PUBLIC SEAL)

Notary Public

(Print, Type or Stamp Name of Notary Public)

FILE STRATEGY REPORT**30 DAY QUARTERLY UPDATE**

The following Initial “Thirty Day” File Strategy is submitted for your review pursuant to District guidelines.

I. FACTUAL SUMMARY:

The incident giving rise to this litigation occurred on 5/3/00 (1:15 p.m.) in the school gymnasium at (Charter School). Plaintiff was a student attending (Charter School) at the time of the accident. Witness accounts describe that Plaintiff and another student were playing basketball when (student) reportedly grabbed Plaintiff by the arms and began swinging him around in a circular fashion. (Student) reportedly lost his grip and Plaintiff fell to the wood floor. The paramedic report describes that Plaintiff landed on the floor on his stomach and, also, struck his head.

A. Plaintiff’s / Insured’s Version:

The claim investigation file does contain a formal record from Plaintiff regarding the occurrence of this accident. However, we glean from the Complaint and from correspondence received from his attorney that this incident will be described by Plaintiff as “an altercation.” “In correspondence dated 9/26/01, Plaintiff counsel describes that Plaintiff was “picked up by fellow student (Student) while playing in a basketball game during recess his head was then violently struck against the gym floor when he was thrown to the floor after being swung around by one leg and one arm.” Review of the investigation file, on the other hand, suggests that this incident was the result of horseplay between Plaintiff and (Student) while playing basketball. Both were known to be friends and to play somewhat roughly together on occasion. Although there were a number of teacher/staff members in the gymnasium at the time of this incident, it appears that the individual closest to the incident was (School Monitor). (School Monitor) describes that he was near the bleachers, only a few feet from the incident. He describes observing both boys wrestling prior to the incident and of actually having instructed both boys to “stop playing.” When he turned to speak to other students, the incident occurred. (School Monitor) was apparently the first staff member to have approached Plaintiff while Plaintiff lay on the floor, apparently unconscious. Prior to arrival of paramedics, however, Plaintiff regained consciousness and complained that his “head hurt.”

B. Witness(es’) Version:

As indicated above, (School Monitor) is the closest person to a “eyewitness” that is currently known to us. Although there were a number of other staff members in the gymnasium at the time of the incident, none appear to have actually seen the incident occur. Other staff members in the gymnasium at the time of the incident include (Teacher), (Behavioral Assistant), and (School Monitor). The School Principal also reportedly arrived in the gymnasium shortly after the incident. Also, (School Staff Member) is identified as having been in the gymnasium at the time of incident.

C. Theories of Liability:

Plaintiff’s Complaint alleges a theory of “negligence” on the part of the named Defendant. More specifically, Plaintiff alleges that “teachers (or other school employees)” negligently breached their duty to Plaintiff by failing to properly supervise and observe the students in

REQUEST FOR PROPOSAL NO. 03C- 022H

the gymnasium and, also, by “failing to intercede” to “stop the assault” on Plaintiff before he sustained injury.

II. PROCEDURAL STATUS:

Plaintiff has demanded a jury trial in this matter. The Judge assigned to this case is (Judge). (Judge) is generally considered to be fairly abrupt as a Judge, although fair minded.

A. Plaintiff Attorney’s Reputation:

The Complaint bears the names of two attorneys with the same law firm. (Attorney 1), has been practicing law for thirteen years. (Attorney 2), has been practicing law for eleven years. I have no personal experience litigating with either (Attorney 1) or (Attorney 2) in the past.

B. Venue (explanation: liberal or conservative):

This lawsuit has been filed in Palm Beach County, Florida. This is generally considered to be a fairly liberal venue for personal injury litigation.

III. COVERAGE:

As we have discussed, Plaintiff has named, “The School District of Palm Beach County, Florida” as the Defendant in this case. The policy of insurance issued by (Insurance Company) is issued to Charter School, naming “Palm Beach County School Board” as an additional insured under the policy. The policy provides coverage of One Million Dollars per occurrence. (Charter School) is a charter school operating pursuant to F.S. Section 228.056. The School Board of Palm Beach County, Florida is the “Sponsor: for (Charter School).

IV. LIABILITY:

Based on the facts known to date, this would appear to be a case of questionable liability. Review for the investigation file fails to reveal any information which would suggest that (Student) had a violent background which would have placed staff on notice of a potential propensity to commit physical assault on another student. To the contrary, the discipline record of (Student) apparently contains two non-violent infractions during his tenure as a student. On the other hand, the Discipline Report Summary of (Plaintiff) contains in excess of 30 such infractions. Neither boy, however, was known to be violent in a malicious or criminal manner. Facility staff have described both boys as “friends” who routinely engaged in “rough horseplay.” There is some indication that one or both boys had been cautioned prior to 5/3/00 against rough play. The claim investigation file even reportedly advised both boys to “stop playing” after they were observed wrestling with each other. If there is any potential liability on the part of (Charter School), it would stem from the observations of the boys’ behavior minutes before (Student) picked (Plaintiff) up and swung him around. Plaintiff counsel will likely argue that (School Monitor) had observed the rough play behavior between the boys minutes before and that he should have taken more aggressive measures to separate the boys. Given the facts known to date, however, this appears to have been a sufficient number of staff in the gymnasium at the time of this incident. The liability, if any, on the part of (Charter School) will rest upon the known rough behavior of these boys together prior to 5/3/00 and the observation of (School Monitor) minutes before the incident that they were “wrestling.”

REQUEST FOR PROPOSAL NO. 03C-022H

- A. % attributed to Plaintiff: 30%
- B. % attributed to Insured: 10%
- C. % attributed to other Defendant(s):
Although not named as a Defendant in this action, we have identified (Student) as a "Fabre" Defendant in our Affirmative Defenses. It is felt that approximately 60% of liability would be attributable to (Student).
- D. Comments: None.

V. DAMAGES:

- A. Plaintiff:
- B. Date of Birth:
- C. Claimant's Social Security Number:
- D. Claimant's Occupation: Student.
- E. Marital Status: Single.
- F. Claimant's Nature and Extent of Injury:
The witness statements do seem to suggest that Plaintiff was briefly "unconscious" following the incident. However, he apparently regained consciousness prior to the arrival of paramedics. Paramedics arrive on the scene at 1:16 p.m. to find Plaintiff lying supine on the floor. Paramedics did indicate that Plaintiff was awake, alert and oriented upon arrival. Plaintiff was transported by fire rescue to Bethesda Memorial Hospital. He remained at Bethesda Memorial Hospital overnight and was discharged on 5/4/00. Examination in the emergency room revealed that he had a hematoma on the left occipital area and complaints of left sided head tenderness. CT Scan on the head in the hospital was noted to be negative. Plaintiff was discharged on 5/4/00 with a diagnosis of "concussion with loss of consciousness." He was discharged in "satisfactory" condition to his mother, with instructions to follow up with his pediatrician.

Plaintiff was seen by his pediatrician, on 5/5/00. On this date, (Doctor) noted complaints of headaches. Otherwise, the examination findings are normal. (Doctor) indicated that Bernard could return to school on 5/8/00, with instructions to stay out of "P.E." class for the rest of the semester. Presumably, the semester was scheduled to end in June of 2000. On 5/9/00, (Doctor) noted that Plaintiff had in fact returned to school. Although he did still complain of headaches, there was no complaint of vomiting associated with the headaches. (Doctor) noted on 5/9/00 that Plaintiff's mother was "concerned that he would get hurt at school again" and wanted to home school her son for the remainder of the semester. On 5/9/00, (Doctor) instructed that Plaintiff engage in "no sports" for the remainder of the month. (Doctor) next saw Plaintiff on 6/15/00. On this date, she noted that Plaintiff had completed school at (Charter School) without the home schooling. She noted that he did still continue to complain of headaches "off and on" since the last visit (1-2 times per week). She also noted on that date that Plaintiff "usually plays football with City League" and that mom was "concerned about him playing." On 6/15/00 (Doctor) ordered an MRI scan of the head/brain. The MRI scan of the brain was performed on 6/21/00 and interpreted normal/negative. On 6/27/00, (Doctor) notes that Plaintiff's mother was notified of normal MRI scan results. Plaintiff's mother apparently

REQUEST FOR PROPOSAL NO. 03C-022H

reported that Plaintiff was “still getting headaches”, although “not as much.” The last record from (Doctor) us dated 6/27/00. It appears that the only subjective complaint noted at that time was occasional headaches.

G. Disability Ratings: None known.

H. Impairment(s) Claimed:

In his demand letter dated 9/26/01 (Attorney 1) indicates that Plaintiff “continues to experience headaches, nausea, drowsiness, difficulty concentrating and thinking, and other symptoms as a result of this accident.” With the exception of the headaches, none of these residual symptoms are documented on the medical reports in our file. In fact the investigation file suggests that Plaintiff did participate in youth tackle football in Boynton Beach. The football league was apparently affiliated with South Florida Youth Football Association. Plaintiff reportedly played on the “Boynton Bulldogs” team with (Student). Several of the staff at (Charter School) reportedly observed Plaintiff playing football with no apparent residual problems months after the 5/3/00 incident. It would not appear that Plaintiff has any physical impairments secondary to this incident. We can expect that Plaintiff will attempt to argue that the sequelae from the incident are internal (i.e. headaches, concentration, etc.) rather than external (i.e. physical limitations).

I. Pre-existing Conditions: None known.

J. Subsequent Injuries: None known at this time.

K. Reputation of Treating Doctor(s): Unknown.

L. Medical Specials (total by medical provider):

The only bills contained in the file at this point in time are the hospital bill from Bethesda Memorial Hospital (\$3,325.66) and the bill from Delray Beach Fire Rescue (\$323.60). It appears that the hospital bill be paid in full. The outstanding balance on the Fire Rescue bull is \$92.10. We do not have bills from (Doctor) or from the MRI scan. Total medical expenses should not exceed \$6,000. The unpaid balance is likely less than \$2,000.

M. Lost Wages: None. Plaintiff was a full time student at the time of this accident.

N. Loss of Future Earning Capacity:

Unknown at this time. However, any claim in this regard would appear to be highly questionable.

O. Name of Property Damage: Not applicable.

P. Loss of Consortium Claim: None.

Q. Collateral Sources (PIP, Medical Payments, etc.): Unknown at this time.

R. Liens: Unknown at this time.

VI. COST OF DEFENDING THE CASE:

Attach Litigation Budget.

VII. RECOMMENDATION – PLANS TO CONCLUDE:

REQUEST FOR PROPOSAL NO. 03C-022H

Pursuant to our prior discussion, I am still attempting to convince Plaintiff's counsel to amend his Complaint to delete the School Board of Palm Beach County and to name (Charter School) as the named Defendant on this action. In this regard, I have prepared an Affidavit to be signed by the Director of Charter Schools at The School Board of Palm Beach County, Florida.

- A. Strengths/Weaknesses (not relevant to mitigating factors):
As indicated above the only "weakness" I perceive at this point and time is the fact that staff at (Charter School) fairly common knowledge that Plaintiff and (Student) would "roughhouse" together before the incident. In fact, there is indication that staff cautioned both boys against rough play before 5/3/00. Additionally, there is indication that (School Monitor) had actually instructed that both boys "stop playing" minutes before the incident occurred on 5/3/00 due to what he apparently observe to be rough play. Taken together, Plaintiff's counsel will likely use this information to argue that staff should have been more aggressive in separating the boys on 5/3/00 in order to prevent this type of accident/injury. On the "strength" side, it does appear that there was adequate supervision in the gymnasium at the time of this incident. Moreover, it appears that the boys were simply playing basketball together when (Student) abruptly grabbed Plaintiff and began spinning him around. It does not appear to be the type of incident which could have been prevented once student took it upon himself to grab Plaintiff. Review of the records available at this time fails to reveal any "violent" propensity on the part of (Student). To the contrary, he appears to have been a fairly good student. The issue in this case will turn upon the level of supervision provided in the gymnasium at the time of this incident. Also, as indicated above, Plaintiff will argue that this incident was likely foreseeable given the knowledge of rough play which predates 5/3/00. On the "damages" side, it does not appear that Plaintiff sustained any permanent residual impairment or injury as a result of this incident. Although he apparently did have a concussion, there do not appear to be any significant medical impairments.
- B. Plaintiff's Last Settlement Demand and Date Made:
On 9/26/01, Plaintiff counsel demanded \$25,000 to settle this case.
- C. Our Last Settlement Offer and Date Made: None.
- D. Expected Outcome/Potential Jury Verdict Range:
This case does not appear to be defensible. However, if a jury were to attribute some fault against (Charter School) based on the alleged foreseeability of this incident, I do not feel that the comparative fault on the part of (Charter School) would exceed 20%. We have identified (Student) as a "Fabre" defendant in this matter. Additionally, we will argue "comparative negligence" on the part of Plaintiff. The injury itself does not appear to be severe. It is felt that a potential jury verdict range in this case would cover the total medical expenses (approximately \$6,000) plus some award for intangible damage (i.e. pain and suffering). The total potential verdict range would likely be between \$15,000 - \$25,000. This does not include any reduction for comparative fault on the part of Plaintiff or contributory fault on the part of (Student).
- E. ADR: All cases in Palm Beach County are required to proceed to Court Ordered mediation.
- F. Recommendations:
At this point in time, it would be my recommendation that we undertake the following discovery:

REQUEST FOR PROPOSAL NO. 03C-022H

1. Propound standard "General Negligence" Interrogatories to Plaintiff.
2. Propound standard Request to Produce to Plaintiff.
3. Conference with staff at (Charter School).
4. Schedule and take deposition of Plaintiff.
5. Subpoena medical records from Bethesda Memorial Hospital and (Doctor).
6. If the case proceeds further, we would want to obtain all football records from the league which Plaintiff participated.

GUIDELINES FOR OUTSIDE COUNSEL

Department of Legal Services

School District of Palm Beach County
3318 Forest Hill Boulevard
Suite C-302
West Palm Beach, Florida 33406-5813
Telephone:561/434-8500
Fax:561/434-8105

June, 2003

GUIDELINES FOR OUTSIDE COUNSEL

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GUIDE FOR OUTSIDE LITIGATION COUNSEL
THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA

This Guide has been prepared by the Department of Legal Services to the School Board to assist outside counsel who represent the School Board of Palm Beach County. This guide outlines the procedures to be followed by outside counsel from the inception of litigation through the billing process.

ASSIGNMENT/ACKNOWLEDGMENT

Upon receipt of an incoming lawsuit, outside counsel will be assigned by the Chief Counsel or designee and notified through a "new suit" letter. The firm shall acknowledge receipt of the "new suit" to the Risk Management Department and copy Chief Counsel.

PERSONAL INJURY/NEGLIGENCE CASES

In personal injury cases, a copy of the status report should also be forwarded to the School District's Adjuster. Upon assignment of the case, it is necessary for defense counsel to "freeze the facts" and obtain information which is critical to the case. Please contact the School District's Adjuster and/or the Risk Management Department of the School Board of Palm Beach County to obtain the claim file. For negligence and personal injury cases, counsel must use the District's Adjuster for any outside investigation unless prior approval is granted by the adjuster for referral. The Department of Legal Services does not have adequate staff to assist the firm, for example, in contacting critical witnesses. For personal injury matters, the School District's Adjuster will establish a reserve based upon the evaluation. Please note that in settlement matters where the Adjuster has \$5,000 in settlement authority the firm is to contact the School District's Adjuster. On all files being handled by the School District's Adjuster, billings should be submitted directly to them for review and payment.

ASSESSMENT

Within the first 60 days after the commencement of the suit and thereafter on a quarterly basis, the Department of Legal Services requests that outside counsel prepare a "trial/settlement" evaluation. At this critical stage, it is essential for outside counsel to ascertain whether the case will be targeted for trial or settlement.

It is the policy of the School Board of Palm Beach County to try those cases where there is no liability. In the past, many cases have been settled for reasons unrelated to the School Board's liability. The Department of Legal Services expects counsel to aggressively defend cases in which there is no liability and to settle cases as early as possible in which there is exposure and liability. Where liability on the part of the School Board is clear, the School Board strongly encourages the outside counsel to work toward early settlement with the District's Third Party Administrator.

PRETRIAL DISCOVERY

In all cases, the Chief Counsel or designee will be provided with copies of all pleadings, discovery, correspondence and summaries of depositions and/or medical records. Do not prepare summaries of depositions or medical records solely for the Chief Counsel's office. Summaries will be forwarded to the Chief Counsel or designee and to the District's Third Party Administrator, if appropriate for the case. It will be acceptable to bill for Summaries if intended to be used for trial and depositions.

It is of critical importance that discovery, propounded to the School Board of Palm Beach County

REQUEST FOR PROPOSAL NO. 03C- 022H

by any party in the litigation, be promptly forwarded to the School Board of Palm Beach County, Chief Counsel's office or designee and the insurance carrier, if appropriate. Before outside counsel forwards the discovery, outside counsel is to provide the Chief Counsel's office or designee with objections and suggestions for response. Of course, Chief Counsel expects the firm to outline the objections and narrow the scope of the inquiry in conformance with the objections. This procedure cannot be overemphasized because of the short time permitted for response, and the School Board of Palm Beach County's earnest desire to provide responsible and thorough discovery information for the Court and opposing counsel and sound, cogent reasons supporting objections to improper discovery. Outside counsel's participation in the formulation of both responses and objections is not only sought, but critically necessary at every stage in discovery.

DEPOSITIONS

Prior to the deposition of any School Board employee, outside counsel is expected to hold a pre-deposition conference. Typically, such a conference should take place at the School Board's offices or at the School or Department Location. The Chief Counsel requests that the number of attorneys participating be kept to a minimum, and in most cases, one attorney is appropriate.

SETTLEMENT

Most cases do have some settlement value, however small. There may be some cases in which the settlement value is literally zero, but the School Board of Palm Beach County is always interested in learning of a settlement opportunity. Therefore, outside counsel should never believe that the School Board of Palm Beach County would have no interest in settling a case, although the District does not plan to retreat from the commitment to zealously defend cases in which liability is lacking. Offers of Settlement should be tried as soon as possible.

Chief Counsel is aware that some cases should be settled for a variety of reasons and when it becomes obvious that a case should be settled, it is a waste of resources not to address settlement promptly and in a meaningful way. However, it is understood that on some occasions, the strategy of a case may need to be aggressively developed in order to position the case for a reasonable and fair settlement.

When opposing counsel makes a settlement demand, please communicate the circumstances of the demand with outside counsel's recommendation to the Chief Counsel or designee. If outside counsel believes that the School Board of Palm Beach County should initiate settlement discussions, even if the opposing counsel has not done so, please discuss these views with regard to settlement with the Chief Counsel or designee and risk manager and/or the District's Third Party Administrator, if appropriate.

SOURCES OF SETTLEMENT AUTHORITY

(Regarding Auto and General Liability and Workmen's Compensation)

The Director of Risk Management has the authority to settle claims, lawsuits involving auto and general liability and workers' compensation matters up to \$25,000.00 with the recommendation of the Third Party Administrator. For claims that are above \$25,000.00, or up to \$50,000.00, the Director of Risk Management shall have the authority to settle with the approval of the Superintendent, and the designee from the Office of the Chief Counsel. All settlements of other claims and claims proposed for settlement in excess of \$50,000.00 shall require the formal approval of the School Board at a regular or special Board meeting.

SETTLEMENT OF OTHER CLAIMS AND ATTORNEY-CLIENT SESSIONS

Recommendations regarding settlement of all other claims or lawsuits must be presented to the

REQUEST FOR PROPOSAL NO. 03C- 022H

School Board and/or in an attorney-client session in conformance with Section 286.011(8), F.S. Attorney-client sessions are scheduled by the Chief Counsel through the Clerk of the School Board. Please work closely with the Chief Counsel or designee if it is necessary to schedule an attorney-client session.

MEDIATION

Thirty days prior to mediation, outside counsel is required to provide the Chief Counsel or designee and, if appropriate, the Director of Risk Management, and District's Third Party Administrator with a recommendation letter regarding settlement. The letter should be accompanied by the most recent status report (see attached example Attachment H). The evaluation letters should represent an honest and candid appraisal of the case based upon the best professional judgment. It is imperative to submit both the status report and evaluation letter well in advance of mediation, which will allow the Chief Counsel or designee an opportunity to review the situation and discuss this matter with outside counsel prior to mediation. Under no circumstance should outside counsel attend mediation without previously discussing settlement with the Chief Counsel or designee, and District's Third Party Administrator, if appropriate. When cases are well prepared and well tried, the School Board of Palm Beach County will not "second guess" the trial lawyer based upon an adverse result. Chief counsel is interested in outside counsel's frank and honest view of the proper course of conduct in a settlement situation. Either a representative from District's Third Party Administrator or a representative with authority or authority to recommend settlement from the School Board of Palm Beach County will attend the mediation. The staff of the School District's Department of Legal Services is too small to accommodate attendance at all mediations. However, it is imperative that the Chief Counsel or designee be constantly apprised of the status of mediation.

BUDGETING

The School Board's Finance Division requires that all funds be reserved in advance for attorney's costs and fees. Therefore, the establishment of a budget (per matter) is necessary for the business operations of the School District of Palm Beach County. A budget is also critical for processing bills and rendering payment. An updated budget, both pre-trial and through to trial, should be included in all quarterly status reports.

BILLING

When a matter is assigned to outside counsel the appropriate partner, associate and/or paralegal who will be assigned to the matter must be designated. Outside counsel is expected to make the highest and best utilization of each of the paraprofessionals or professionals in the firm for attendance at meetings, depositions or court appearances.

Outside counsel is to bill on a quarterly cycle. At fiscal year end, and for closing of fiscal year school business, bills must be submitted to the Department of Legal Services no later than June 20, all invoices for services rendered up to and including June 15. Further, for purposes of accrual of fiscal year expenses, a projected estimate of outside counsel costs and fees incurred between June 16 and June 30 must be received by the Department of Legal Services no later than June 20. Failure to comply with the aforementioned deadline will preclude payment for prior fiscal year's billings, unless approved by the Chief Counsel.

Bills will be paid in a timely manner provided that the attorney adheres to the billing requirements of the RFP Agreement, Attorney's Agreement, and this Guideline; provided all backup documentation is included and satisfies the School District's Finance Department.

PRE-AUTHORIZED FEES AND COSTS

(The following must be pre-authorized or they will not be reimbursed)

1. Research that will amount to three (3) or more hours of time. Research billing must be via separate line item and delineate research subject.
2. Out of County Travel. Mileage charges will identify the destination, number of miles, rate and purpose of travel. Any travel, per diem mileage or lodging expenses will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.
3. The School Board of Palm Beach County will not pay for more than one attorney to attend depositions, motion hearings, witness interviews, trial or other hearings, etc., unless previously authorized through the Department of Legal Services or designee.
4. If counsel is solicited by a School Board representative other than the Chief Counsel, to represent or to do research for the District, or to provide information in any manner whatsoever for the District or any representative of the District, outside counsel must immediately refer the matter to the Department of Legal Services for assignment. If assigned to outside counsel, a Chief Counsel file number generated by the Department of Legal Services will be assigned to the matter and must be so noted on all outside counsel invoices. Invoices for matters that are not assigned to outside counsel by the Department of Legal Services and do not have an assigned Chief Counsel file number will be returned unpaid.
5. Expert witnesses and fees must be pre-approved by letter from the Department of Legal Services or designee.
6. Court reporter services provided in the District's "Court Reporter" RFP must be utilized, if available, unless other services are provided at a more favorable rate and/or are approved by the Department of Legal Services or designee.

PROHIBITED BILLING PRACTICES

1. It is inappropriate to bill for secretarial, administrative time or word processing.
2. It is inappropriate to bill for standard file opening or closing.
3. Regular in-county mileage or travel and telephone calls to the School District are not reimbursable, except as stated in the Agreement and Guidelines.
4. Entry of submitted billable hours and status reports are not reimbursable.

INVOICES

All invoices must adhere to the Request For Proposal (RFP) documents. The following information is taken from the RFP Agreement.

Reimbursable Expenses

1. Expenses and costs may include, but are not limited to, out-of-pocket expenses for express mail, long distance telephone, postage, photocopying, court filing fees, witness fees and previously approved travel.
2. The School District of Palm Beach County's standard rate of reimbursement will be in accordance with Florida Statute Chapter 112. The standard rate of reimbursement is the following:
 - A. Mileage will be reimbursed at the standard rate of \$.29 per mile.
 - B. Meal allowance will be reimbursed at the following rates (tips are not reimbursable):
 - Breakfast \$3.00 when travel begins before 6:00 a.m. and extends beyond 8:00 a.m.
 - Lunch \$6.00 when travel begins before 12:00 noon and extends beyond 2:00 p.m.
 - Dinner \$12.00 when travel begins before 6:00 p.m. and extends beyond 8:00 p.m.
 - C. Reasonable Hotel/motel expenses will be reimbursed for actual amount of receipt.
 - D. Other approved substantiated expenses, i.e., turnpike tolls, parking fees, related communication expenses, car rental, etc., will be reimbursed for amount of receipt. Should copies of backup documentation not be included with outside counsel's bills then such disbursements will be deducted from amount due and payable. Incidental personal expenses are not reimbursable.
3. All costs shall be itemized and invoiced separately from legal fees. Any costs which are to be incurred with a singular cost exceeding \$200 must be pre-authorized by the Office of Chief Counsel of the School Board or designee.
4. All requests for payment of costs eligible for reimbursement shall include copies of paid receipts, invoices, or other documentation acceptable to the School Board's Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the legal services. Eligible costs include the following:
 - Long Distance Telephone Calls. Shall identify the person(s) called, purpose of call, time and costs.
 - Mileage Charges (out of county). Shall identify the destination, number of miles, rate and purpose of travel.
 - Travel. Must be pre-authorized by the Department of Legal Services or designee and may be reimbursable in accordance with the rates and conditions set forth above under Reimbursable Expenses.

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Photocopying shall be reimbursed at a rate of \$.15 per copy. Reimbursable photocopying costs shall be listed on the invoices with the total number of pages.

Express Mail and Fax Machines. Reimbursement for express mail and fax charges are discouraged and such expenses are to be incurred only under extraordinary circumstances. Fax reimbursement is at the rate of \$.25 per page. Express Mail must have backup documentation for reimbursement.

Other Costs. Receipts must be included with all invoices for any and all reimbursable costs to be paid.

Fees. Shall be in unit billing. Invoices shall include the professional's name (or initials), the date of service and description of service, the hours incurred for the same, the hourly rate being charged, the dollar amount (hours x rate), and the grand total of both hours and dollars for all dates of service. Hourly rates are to be in accordance with the RFP Agreement. An example is listed below.

Sample of Invoice (Fees)

Date	Professional	Description	Time	Cost
1/10/01	EEW	Review deposition of Jane Doe	.3	\$37.50
1/10/01	EEW	Prepare letter to insurance carrier	.5	\$62.50
1/10/01	JJE	Telephone client re depositions	.2	\$30.00
1/12/01	XEX	Attend meeting at SB offices	1.5	\$262.50

Summary of Fees:

Professional	Time and Rate	Total Cost
EEW	.8 hours @ \$125.00	\$100.00
JJE	.2 hours @ \$150.00	\$30.00
XEX	1.5 hours @ \$175.00	<u>\$262.50</u>
Total Hours	2.5	
	Total Fees for 1/1/01 through 1/31/01	\$392.50