

**ITEM            Approval to enter into an agreement with Wolcott Rivers P.C. in accordance with Request for Proposal #842-P-1415.**

**EXECUTIVE SUMMARY**

On October 20, 2014, Request for Proposal #842-P-1415 was issued soliciting proposals for Legal Services, School Board Attorney. Six (6) proposals were received. Transformation Consulting reviewed both the solicitation and proposals for School Board MWBE policy compliance. The selected firm is compliant. Rev. Joseph A. Fleming and Mr. Ted Lamb, School Board Members, evaluated and scored the proposals.

Firms were evaluated using the following criteria:

1. Qualifications and Experience – (50%)
2. Capability – (25%)
3. Methodology – To include PPS' MWBE program compliance. (25%)

Following discussions and negotiations, it is recommended that a contract be awarded to Wolcott Rivers P.C. This is a one-year contract with the option to renew for four (4) additional one year periods.

## MEMORANDUM

**DATE:** December 11, 2014

**TO:** Christopher Steele, Assistant Superintendent for Budget & Planning  
Lee Brazzell, Transformation Consulting

**FROM:** Sharon L. Ore, Compliance Officer Transformation Consulting

**SUBJECT:** Legal Services – School Board Attorney RFP 842-P-1415

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Bids for the specified RFP were received and accepted on November 18, 2014 at 2 pm by PPS Purchasing staff. Six bids were received from Harrell & Chambliss, LLP, Norris & St. Clair, Reed Smith, Sands Anderson, Vandeventer Black and Wolcott River Gates. Below is an evaluation of each submitted bid as to compliance with the M/WBE Program established by PPS Board and incorporated into the solicitation documents, Sections E thru G in the 'Special Instruction to Bidders', within the referenced bid documents. The solicitation was advertised with an established M/WBE goal of 14% to be demonstrated by each bidder.

### **Harrell & Chambliss LLP (Harrell & Chambliss)**

Harrell & Chambliss submitted documentation which indicated the firm's intent to perform 100% of the work specified in the scope utilizing its own forces. Further perusal of the bid documents revealed the firm's acknowledgement of the M/WBE requirements.

In summary, as a result of their statement of self-performance, Harrell & Chambliss has satisfied the requirements of the M/WBE program and as such may be further considered for award of the referenced contract.

### **Norris & St. Clair(Norris & St. Clair)**

Norris & St. Clair submitted documentation which indicated the firm's intent to perform 100% of the work specified in the scope utilizing its own forces. Further perusal of the bid documents revealed the firm's acknowledgement of the M/WBE requirements; additionally, the firm is currently certified as a small business with the Department of Minority Business Enterprise under #713249.

In summary, as a result of their statement of self-performance, Norris & St. Clair has satisfied the requirements of the M/WBE program and as such may be further considered for award of the referenced contract

### **ReedSmith (ReedSmith)**

ReedSmith submitted documentation which indicated the firm's intent to perform 100% of the work specified in the scope utilizing its own forces. Further perusal of the bid

submission revealed a statement affirming their commitment to the utilization of M/WBE businesses if and when needed in order to further their commitment to diversity.

In summary, ReedSmith has satisfied the requirements of the M/WBE program and as such may be further considered for award of the referenced contract.

**Sands Anderson (Sands)**

Sands submitted documentation which indicated the firm's intent to perform 100% of the work specified in the scope utilizing its own forces. Further perusal of the bid documents revealed the firm's acknowledgement of the M/WBE requirements.

In summary, as a result of their statement of self-performance, Sands has satisfied the requirements of the M/WBE program and as such may be further considered for award of the referenced contract.

**Vandeventer Black (Vandeventer)**

Vandeventer submitted documentation which indicated the firm's intent to perform 100% of the work specified in the scope utilizing its own forces. Further perusal of the bid documents revealed the firm's acknowledgement of the M/WBE requirements.

In summary, as a result of their statement of self-performance, Vandeventer has satisfied the requirements of the M/WBE program and as such may be further considered for award of the referenced contract.

**Wolcott River Gates (Wolcott)**

Wolcott submitted documentation which indicated the firm's intent to perform 100% of the work specified in the scope utilizing its own forces.

In summary, as a result of their statement of self-performance, Wolcott has satisfied the requirements of the M/WBE program and as such may be further considered for award of the referenced contract.



801 Crawford Street, 3<sup>rd</sup> Floor  
Portsmouth, VA 23704  
(757) 393-8261 • FAX (757) 393-5104

**Contract Number: 842-P-1415**

This contract entered into this 9th day of February 2014, by Wolcott Rivers, P.C. hereinafter called "Wolcott Rivers" and Portsmouth City School Board, hereinafter called the "School Board".

WITNESSETH that Wolcott Rivers and the School Board, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES: Wolcott Rivers shall provide legal services to the School Board, as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From March 1, 2015 through February 28, 2016, with four (4) one-year renewals available, if necessary.

COMPENSATION: \$90,000 yearly

The contract documents shall consist of:

- (1) This signed contract;
- (2) Wolcott Rivers original proposal, dated November 13, 2014;
- (3) Wolcott Rivers fee proposal, dated January 27, 2015;
- (4) The attached informal RFP and purchasing description, which consists of, in order of precedence:
  - (a) The Scope of Work and/or item description
  - (b) The Special Terms and Conditions all of which documents are incorporated herein
  - (c) PPS M/WBE Policy
  - (d) The General Terms and Conditions

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

WOLCOTT RIVERS P.C.:

PORTSMOUTH PUBLIC SCHOOLS:

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

**Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.**





**Request for Proposal**  
Purchasing Office  
801 Crawford Street • Portsmouth, VA 23704  
Phone: (757) 393-8261 • Email: [angela.bright@pps.k12.va.us](mailto:angela.bright@pps.k12.va.us)

Portsmouth Public Schools (PPS) hereby seeks proposals for the following:

<b>TITLE:</b> Legal Services – School Board Attorney	
<b>RFP #</b>	842-P-1415
<b>ISSUE DATE</b>	October 20, 2014
<b>PRE-PROPOSAL CONFERENCE</b>	October 31, 2014, 10:00A.M.
<b>QUESTIONS DUE</b>	November 6, 2014
<b>CLOSING DATE</b>	November 18, 2014
<b>CLOSING TIME</b>	2:00P.M. Eastern Time

**PPS Does Not Discriminate Against  
Faith-Based Organizations**

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Angela Bright, C.P.M., CPPB  
Purchasing Manager

**Request for Proposal #842-P-1415**

**Proposals may be mailed or delivered to the Issuing Office listed below.**

**Issuing Office:** As the Issuing Office, the following individual, or designee, shall serve as the interpreter of the conditions of the contract and shall use all powers under the contract to enforce its faithful performance:  
**Angela Bright, Purchasing Manager**  
801 Crawford Street, 3<sup>rd</sup> Floor, Portsmouth, VA 23704  
(757) 393-8261, [angela.bright@pps.k12.va.us](mailto:angela.bright@pps.k12.va.us)

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_ #4 \_\_\_\_\_ (Please Initial)

In compliance with this RFP and to all the conditions imposed herein, the undersigned agrees to execute any contract let by Portsmouth Public Schools upon this offer being accepted for award. The undersigned offers and agrees to furnish the goods/services at the prices indicated in the accepted proposal. The following section must be executed and signed by a company representative authorized to bind the Offeror's company. Failure to make this commitment may result in the proposal being rejected.

_____	_____
<b>Company Name</b>	<b>Federal ID #</b>
_____	_____
<b>Address</b>	<b>Phone #</b>
_____	_____
<b>City, State, Zip</b>	<b>Fax #</b>
_____	_____
<b>Email Address</b>	<b>Virginia State Corporation Commission #</b>
_____	_____
<b>Name of Authorized Signatory</b>	<b>Title</b>
_____	_____
<b>Signature</b>	<b>Date</b>
_____	_____
<b>Is your business a minority of woman-owned certified business?</b>	
Yes _____ No _____	Type _____ Certification # _____
The School Board for the City of Portsmouth, hereinafter referred to as Portsmouth Public Schools (PPS), reserves the right to accept or reject any and all proposals in whole or in part and to waive any informalities in the RFP process and reserves the right to enter into any contract deemed to be in its best interest. Any specifications in this RFP are intended as a quality indicator and guide for responding and unless otherwise stated, PPS will consider alternate proposals of equal or better quality, which must be accompanied by descriptive literature. The entire contents of this RFP, any addenda, and offeror's response shall be incorporated into any resulting contract.	

**SPECIFIC LEGAL REQUIREMENTS**

**ANTI-COLLUSION:**

In the preparation and submission of this offer, said offeror did not either directly or indirectly enter into any combination or arrangement with any person, firm or corporation, or enter into any agreement, participate in any collusion, or otherwise take any action in violation of the Sherman Act (15 U.S.C. Section 1), Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia. The undersigned offeror hereby certifies that this agreement, or any claims resulting therefrom, is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business or commerce; and, that no person acting for, or employed by, PPS has an interest in, or is concerned with, this offer/offer; and, that no person or persons, firm or corporation other than the undersigned, have, or are, interested in this offer/offer.

**DRUG-FREE WORKPLACE:**

During the performance of this contract, the successful offeror agrees to (i) provide a drug-free workplace for the successful offeror's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the successful offeror's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the successful offeror that the successful offeror maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each successful offeror/vendor. For the purpose of this section, "drug-free workplace" means a site for the performance or work done in connection with a specific contract awarded to a successful offeror in accordance with federal law, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

**EMPLOYMENT DISCRIMINATION BY THE SUCCESSFUL OFFEROR SHALL BE PROHIBITED:**

1. During the performance of this contract, the successful offeror agrees as follows:
  - a. Offeror shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the successful offeror. The successful offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. Successful offeror, in all solicitations or advertisements for employees placed by or on behalf of the successful offeror, shall state that such successful offeror is an equal opportunity employer.
  - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. Successful offeror shall include the provisions of the foregoing Subsections a, b, and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

**COMPLIANCE WITH STATE LAW; FOREIGN AND DOMESTIC BUSINESSES AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH:**

1. A contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.
2. An offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 will include in its offer or offer the identification number issued to it by the State Corporation Commission in the space provided below. Any offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its offer or offer a statement why the offeror is not required to be so authorized. Offeror is to include the VA Code reference authorizing the exemption in said statement.
3. Any offeror described in the foregoing Subsection 2. that fails to provide the required information shall not receive an award unless a waiver of this requirement is granted by the Superintendent or designee.
4. Any business entity described in the foregoing Subsection 1. that enters into a contract with PPS shall not allow its existence to lapse or its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract.

Name and Address of Offeror: Date: \_\_\_\_\_ Authorized Signature: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
 Email Address: \_\_\_\_\_

Federal Tax Identification Number/Social Security Number: \_\_\_\_\_

State Corporation Commission Identification Number: \_\_\_\_\_

Is offeror a "minority" business?  Yes  No If yes, please indicate the "minority" classification below:

African American  Hispanic American  Native American  Asian American  Other; Please Explain:

Service Disabled Veteran?  Yes  No

Service Disabled Veteran Business?  Yes  No

Woman Owned?  Yes  No

Small Business?  Yes  No

Faith-Based Organization?  Yes  No

## II. BACKGROUND

Located in the heart of the Hampton Roads region of Virginia, Portsmouth Public Schools (PPS) provides outstanding educational programs in an environment conducive to teaching and learning. Beginning from only three fully accredited schools in 2002, PPS achieved full accreditation in 2010 and has continued to receive many noteworthy achievements. The school division consists of three high schools, three middle schools, 14 elementary schools, three Pre-K centers, a special educational center, an alternative school, an adult learning facility and a career and technology center. PPS has an enrollment of approximately 15,000 students. Of the school district's approximately 2,473 employees (including part-time employees), 1111 are classroom teachers. A listing of PPS' and its locations may be accessed via PPS' official web site at <http://pps.k12.va.us/>.

The mission of the Portsmouth Public Schools is:

"To challenge the minds, challenge the bodies, and challenge the dreams of all students, while focusing on excellence."

The School Board of Portsmouth Public Schools, A Body Corporate, also known as Portsmouth Public Schools (hereinafter referred to as PPS) requests proposals from prospective Offerors (hereinafter referred to as Offeror, Successful Offeror or Contractor) to provide legal services, under a Professional Services contract, for the School Board and its officers. This shall include, but is not limited to, those items listed in the Statement of Needs and timely reporting of information as requested by PPS.

In using this method for solicitation, we are requesting your best effort in seeking a "best value" solution to our requirements. To be entitled for consideration, sealed proposals shall be presented in accordance with the instructions of this solicitation and within the timeframe specified. It shall be the responsibility of the selected Offeror to meet all specifications and guidelines set forth herein. PPS, at its sole discretion, determines the criteria and process whereby proposals are evaluated and awarded. No damages shall be recoverable by any challenger resulting from determinations or decisions by the School Board.

## III. SCOPE OF WORK

- A. **Attorney ("Contractor") Requirements.** Contractor will be expected to provide the following services. Offeror also, in their response, may provide any additional services that they provide. The combination of required services and additional services will be used in evaluating the proposals.
1. The Contractor shall assign, on a permanent basis, one partner or associate to attend all School Board Meetings, both regularly scheduled, and specially called meetings.
  2. The geographic location of the firm providing a partner or associate to attend all Council meetings should have an office in or near the City from which this partner or associate is assigned on a full-time basis. It is preferred that all attorneys providing representation at meetings be located in the Hampton Roads or greater Richmond area and be fluent with the laws of the Commonwealth of Virginia, including contract/procurement (particularly the VPPA) and labor laws (particularly the FLSA).
  3. The Contractor shall provide legal counsel, advice and opinions, both written and verbal, in a timely manner, as requested by the School Board and the Administration.
  4. The Contractor shall research and develop legal opinions, as requested by the School Board and the Administration.
  5. The Contractor shall assist in the development, review and analysis of all legal documents, as required.
  6. The Contractor's firm shall be accessible by telephone, telecommunications and responsive to calls by elected officials and designated staff members.
  7. The Contractor shall defend PPS and its employees, when requested, against actions and suits.
  8. The Contractor shall represent PPS, when requested, to initiate legal actions and suits, as well as assist in responding to protests and contract claims.
  9. The Contractor shall appear in court, when necessary, on behalf of PPS and its employees.

10. The Contractor shall keep abreast of proposed and codified legislative actions on a local, state, and federal level which have or could have a potential bearing on the operation of PPS, as well as provide information on precedent cases related to School Board matters and contracts, as requested.
  11. The Contractor shall provide other services, as requested, by PPS.
  12. The Contractor shall recommend additional specialized legal counsel as may be required for the development of policies and/or to initiate and defend PPS' legal actions.
- B. **Other Legal Services.** PPS reserves the right to use other legal services as situations may dictate if it is in the best interest of PPS, which shall be at PPS's sole discretion.

C. **Minimum Requirements**

1. Each attorney on the proposed team shall possess a Juris Doctorate degree and have graduated from a law school accredited by the American Bar Association. Each attorney on the proposed team shall be, throughout the duration of the contract, admitted to practice before the Bar in the Commonwealth of Virginia.
2. The proposed designated Lead Attorney shall have a minimum of ten years experience in the field of local government law. School law is preferred. Particular experience in specialized fields should be described in the attorney's proposal and resume.
3. A member of the team shall be admitted to practice before the federal judiciary and have litigation experience in both Federal and State Courts.
4. Must be familiar with Virginia Criminal Procedures, Virginia Civil Procedures, and School Board Parliamentary Procedures.
5. All attorneys that work on PPS' behalf shall remain in good standing with the Virginia Bar Association.
6. All attorneys must adhere to the Virginia Professional Code of Conduct or such other professional code of conduct in the jurisdiction where representation may occur.
7. All attorneys proposed to be assigned to provide the services set forth in this RFP shall not have had any form of disciplinary action taken against them by the Virginia State Bar for the past ten (10) years.
8. Upon award of the contract, the Successful Offeror shall provide PPS with a list of their personnel including office, home, pager, and cellular phone numbers so that PPS can make emergency contact with the firm if necessary.
9. Attorney is required to become familiar with the PPS M/WBE policy and perform the following, as required by School Board policy:
  - a. Review the M/WBE Program, rules and guidelines to ensure their compliance with federal, state and local laws;
  - b. Review recommendations to reject a bid for non-compliance with M/WBE Program requirements and provisions; and
  - c. Advise the School Board, Superintendent, and the Purchasing Agent on legal issues related to the M/WBE Program, its implementation and administration.

D. **Preferred Expertise.** PPS prefers an attorney on the PPS Account to have the following knowledge and expertise:

1. Virginia School Law
2. Labor and Employment Law (i.e. FMLA, FLSA, ADA, EEOC, Worker's Compensation)
3. Government Contract Law
4. Virginia Public Procurement Act

E. **Offeror Certifications**

The Offeror shall certify, through its submission and signature on the proposals, that the following statements are true and not misleading:

1. That its Proposal is made without any kickbacks or inducements or any prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same Goods, Services, Insurance or Construction, and is in all respects fair and without collusion or fraud.

2. That it is not currently debarred by the Federal Government, Commonwealth of Virginia or the City from submitting proposals on contracts for the Goods, Services, Construction or Insurance that is the subject of this RFP, nor is the Offeror an agent of any person or entity that is currently so debarred.
3. That it has not offered or conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than Nominal Value or minimal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
4. That to the best of its knowledge no PPS official or employee having official responsibility for this RFP or member of his or her immediate family has received or will receive any financial benefit of more than Nominal Value or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the proposal or as soon thereafter as it appears that such a benefit will be received.
5. That it has submitted a single Proposal. For purposes of this provision, the term "Offeror" includes all departments and divisions of a Business and all its Affiliates.
6. That it is satisfied, from its own investigation of the conditions to be met, that it fully understands its obligations if PPS awards it a Contract, and that it will not have any claim or right to cancellation or relief from the Contract because of any misunderstanding or lack of information.
7. That it has read, understands, and agrees to the Terms and Conditions of the PPS' Standard Contract for Goods, Services, Construction and Insurance herein. The attached contract Appendix A, is an example of the standard contract. PPS reserves the right through competitive negotiations to make changes to this agreement.

#### IV. SPECIAL INSTRUCTIONS TO THE OFFEROR

##### A. Definitions:

Issuing Office:

Wherever used in this Request for Proposal, Issuing Office will be:

Angela Bright, C.P.M., CPPB  
 Purchasing Agent  
 801 Crawford Street, 3<sup>rd</sup> Floor  
 Portsmouth, VA 23704  
 Phone: (757) 393-8261  
 Fax: (757) 393-5104  
 Email: [angela.bright@pps.k12.va.us](mailto:angela.bright@pps.k12.va.us)

PPS Contract Administrator:

Wherever used in this Request for Proposal and for purposes of any notices under this contract, the PPS Contract Administrator will be:

Christopher Steele, Assistant Superintendent, Budget and Planning  
 801 Crawford Street, 3rd Floor  
 Portsmouth, VA 23704  
 Email: [chris.steele@pps.k12.va.us](mailto:chris.steele@pps.k12.va.us)

##### B. Contact with PPS Staff, Representatives, and/or Agents:

Direct contact with PPS staff, representatives, and/or agents other than Purchasing Department staff on the subject of this RFP or any subject related to this RFP is **expressly prohibited** and may result in offeror's proposal being rejected.

##### C. Offerors of Record:

Offerors receiving a copy of this RFP from a source other than the Issuing Office via eVA (Electronic Virginia) must register its business on eVA with the correct commodity codes to receive notification of any addenda to this RFP.

**D. Pre-Proposal Conference:**

A Pre-Proposal conference will be held in the PPS Purchasing Office located in City Hall at 801 Crawford Street, 3<sup>rd</sup> Floor, Portsmouth, Virginia on **October 31, 2014 at 10:00 A.M.** to answer any questions regarding this RFP. Any changes determined necessary as a result of this conference or any other source that may affect the responses to the Proposal will be formally addressed by the Issuing Office via addenda. Attending this conference is not mandatory, but is advisable.

**E. Questions:**

Offerors must submit questions regarding the RFP in writing to the Issuing Office at [purchasing@pps.k12.va.us](mailto:purchasing@pps.k12.va.us), no later than **November 6, 2014**. Necessary replies will be issued to all Offerors of record as addenda that shall become part of the contract documents. Oral instructions do not form a part of the proposal documents. Offeror is responsible for checking the eVA website or contacting the Issuing Office within twenty-four (24) hours prior to RFP closing to secure any addenda issued for this solicitation.

**F. Changes or Modifications:**

Changes or modifications to RFP made prior to the date and time of closing will be addressed by addenda from the Issuing Office. Offerors are to acknowledge receipt of addenda in the space provided on the cover page of this RFP. Oral communications are not a part of the proposal documents. This RFP and any addenda shall be incorporated, by reference, into any resulting contract.

**G. Taxpayer ID Number and Certification**

Offeror must submit with its offer the attached W9 Form – Request for Taxpayer ID Number and Certification under **Enclosure 1**.

**H. M/WBE Subcontracting and Evidence of Compliance**

It is the goal of PPS that 14% of its purchases is made from minority and women-owned businesses enterprises (M/WBE) under this solicitation. This includes discretionary spending in prime contracts and subcontracts. All potential respondents are required to submit an M/WBE Subcontracting Plan to either disclose its intent to utilize subcontractors or its intent not to utilize subcontractors. All MWBE forms must be completed and returned with the vendor's proposal. Unless the respondent is registered as an M/WBE-certified business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the Contractor is encouraged to offer such subcontracting opportunities to M/WBE-certified businesses. No respondent or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Virginia Department of Small Business and Supplier Diversity (formerly Virginia Department of Minority Business Enterprise - VDMBE), Women Business Enterprise Council (WBENC), or the Carolina-Virginia Supplier Diversity Council (CVSDC) by the due date for receipt of proposals. If M/WBE subcontractors are used, the prime Contractor agrees to report the use of these subcontractors by providing the PPS Purchasing Office, at a minimum, the following information: name of small business with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided. Offerors who propose self-performance of the work under this RFP must provide supporting documentation or evidence of its historical self-performance status to show self-performance of this work is not intermittent or elected only for PPS. Additional details of the PPS M/WBE program and requirements are included in the PPS M/WBE Program Policy, which is hereby incorporated into this RFP by reference and attached to this solicitation as **Enclosure 2**.

**I. RFP Closing**

Offeror shall ensure its proposal is time stamped by the Issuing Office no later than the Closing Date and Time shown on the cover page of this RFP. Proposals received after the specified date and time (time stamped **2:01 P.M. or later**) will not be considered and will be returned to the Offeror unopened.

H. **Presentation/Demonstration**

If, in PPS's opinion, vendor presentations or demonstrations of the Offeror's proposed system's features and capabilities are warranted, PPS will notify the appropriate Offerors. Such presentation or demonstration will be at a PPS site, unless an otherwise more advantageous location is determined by PPS, at a date and time mutually agreed to between PPS and Offeror. Any associated cost to the offeror will be at the Offeror's expense.

- I. **Cost of Responding:** This solicitation does not commit PPS to pay any costs incurred by the Offeror or any other party in the preparation and/or submission of proposals or in making necessary studies or designs for the preparation thereof, nor is PPS obligated to procure or contract for such services.

J. **Proposal Submittal Requirements:**

All proposals shall be accepted if received and date/time stamped in the Issuing Office no later than the Closing Date and Time shown on the cover page. Proposals received and date/time stamped after the Closing Date and Time will not be accepted and will be returned unopened. Proposals received by email, telephone, or facsimile machine will not be accepted.

It is the responsibility of the Offeror to ensure that their proposal is received and time/date stamped in the Issuing Office. Please allow sufficient time for your proposals to be transported. Please be advised that if sending your proposal at a late date requiring expedited shipping, that both FedEx and UPS will deliver directly to the issuing office. The US Postal Service does not.

In order to be considered for selection, offerors must submit a complete response to this RFP addressing each item in the Scope of Work. Offerors should respond to the specifications or propose alternative methods and steps to achieve the intended product. A time frame of implementation of the services and any conditional aspects should be explained. To adequately evaluate the proposals according to the above criteria, all offerors should use the following format:

1. Each proposal submission shall be submitted to the Issuing Office and shall include the following documents:
  - a) The cover page of this RFP, which will contain:
  - b) Original signature of an agent authorized to bind the company;
  - c) Requested contact information;
  - d) Business classification
  - e) Company FEI/TIN number; and,
  - f) Acknowledgment of any addenda.
2. Completed and signed anti-collision/nondiscrimination clauses on page 3;
3. Offerors are encouraged to submit their proposals on recycled paper and to use double-sided copying.
4. Proposals must be submitted utilizing the following requirements:
  - a. Offerors shall submit proposals in a sealed envelope or package, and clearly label the shipping/ mailing packaging as well as the outside of your envelope or package with the Request for Proposal item number, date and time of the RFP closing, and the Offeror's name and address.
  - a. Proposals received by telephone, telegraph, facsimile, or any other means of electronic transfer **shall not be accepted.**
  - c. Submit the original, an electronic version of the proposal (CD or "jump-drive"), and **five (5) copies** of the proposal.
5. All proposals shall be received and time stamped in the Issuing Office no later than the Closing Date and Time shown on the cover page of this RFP. **Any proposal received after the specified date and time (2:01 PM EST or later) will not be considered and will be returned to the Offeror unopened.**
6. Proposals must include all elements noted in the "Preparation of Proposal" section, below.



7. Include a statement setting forth the basis for protection of proprietary information, if any, as detailed in the "Proprietary Information/Disclosure" section.

#### IV. Specific Proposal Instructions

Proposals should be as thorough and detailed as possible so that Portsmouth Public Schools may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

- A. **Qualifications and Experience:** Offeror should provide a description of the qualifications and experience of the organization and persons that will be responsible for performance of the requested services. Such description should, at a minimum, include:

- Background information about the organization-e.g., philosophy, ownership, officers, and directors, Offerors management structure, organization chart of the firm, project team, etc.
- Firm size and location(s), Number of years the Offeror has been in business.
- One page resume and qualifications of the person(s) offered to perform service.
- Upon award of the contract, the Successful Offeror shall provide PPS with a list of their personnel including office, home, pager, and cellular phone numbers so that PPS can make emergency contact with the firm if necessary.

Offeror should provide a concise description of its work experience, as related to the specifications outlined herein. Said description should include, but not be limited to, number and types of customers offeror has served, number of years the Offeror has been providing these types of services, references and other documentation to verify experience. Governmental/School experience is preferred. A minimum of five (5) and a maximum of ten (10) references will be provided. For each reference, the name, address, and phone number along with the name of a contact person shall be given.

- B. **Capability:** The Offeror shall provide evidence that the firm has the resources and personnel available to respond to and fulfill the needs of PPS for contracted services on an as needed basis through the term of the contract. If Offeror intends to subcontract any part of the work under this contract, indicate which parts and which Subcontractors.

- C. **Methodology:** Offeror shall provide a description outlining the services to be performed. Such description should, at a minimum provide:

- Offerors understanding of the service to be provided.
- Proposed methods and equipment to be used.
- Assistance and materials to be furnished by PPS.
- Project plan and any other pertinent information.

**Reminder:** Offerors will be evaluated based on the above areas and should address each of the above areas fully and should not necessarily limit responses only to the points stated.

#### V. Evaluation of Proposals

Offerors are requested and advised to be as complete as possible in their response. However, PPS may: (1) contact the Offeror to clarify any response (2) contact any current users of an Offeror's services (3) solicit information from any available source concerning any aspect of the proposal (4) seek and review any other information deemed pertinent to the evaluation process, and (5) use any information known by the evaluation committee members.

After the RFP closes, PPS will engage in individual discussions with two or more offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Based on the initial evaluation, the Board may request the selected offerors to make oral presentations.

After the conclusion of discussions have occurred and on the basis of the evaluation factors published herein and all information developed in the selection process to this point, PPS shall select in the order of preference two or more offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations, including proposed pricing, shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to PPS can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price.

## **VI. Evaluation Factors and Award**

Initial proposals shall be evaluated by the Board using the following criteria:

1. Qualifications and Experience (This will represent 50% in the grading criteria)
2. Capability (This will represent 25% in the grading criteria)
3. Methodology (to include PPS's MWBE program compliance) (This will represent 25% in the grading criteria)

## **VII. SPECIAL TERMS AND CONDITIONS**

### **A. AWARD:**

Proposals will be evaluated and an award will be made to the Offeror who best meets the qualifications set forth in the RFP in accordance with the provisions of PPS's Policies and the Code of Virginia, Virginia Public Procurement Act, Sections 2.2-4303 and 2.2-4346, Competitive Negotiations. Award of contract shall be at the sole discretion of PPS. Such award shall be based upon the evaluation of all requested information. PPS reserves the right to accept or reject any or all proposals in whole or in part and to waive any informalities in the process. Further, PPS reserves the right to enter into any contract deemed to be in the best interest of PPS, including an award to more than one offeror.

Should the Board determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

The Board is not required to furnish a statement of the reason(s) why a proposal was not deemed to be the most advantageous.

### **B. CONTRACT**

It is expected that the Offeror who is selected by PPS be ready to enter into proposal negotiation upon notification from PPS to provide its pricing proposal. It is also understood that no contract will be valid until the School Board of Portsmouth Public Schools approves it by their vote. It is also to be understood that the Portsmouth Public Schools School Board may, at their discretion, not award this proposal.

Any and all legal action necessary to enforce the award or resulting contract will be held in Portsmouth, Virginia and the contractual obligations will be interpreted according to the laws of Virginia.

C. **OTHER LEGAL SERVICES**

PPS reserves the right to use other legal services as situations may dictate if it is in the best interest of PPS, which shall be at PPS' sole discretion.

D. **START UP COSTS**

It is implicit that time spent by outside legal counsel reviewing PPS' policies, procedures, legal files, or standard contracts in preparation to provide legal services to the Schools shall not be invoiced to the Schools.

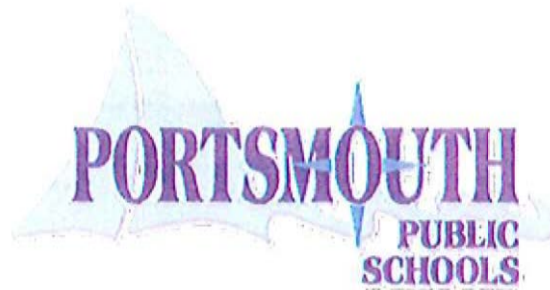
E. **CONFIDENTIALITY:**

1. During the term of this appointment, as well as thereafter, all information pertaining to PPS shall be kept confidential unless such information is open to the public under local, state, and/or federal law. Contractor shall not use any such information to the detriment of PPS or its officers or employees at any time during or after the period of this contract.
2. Any inquiries from the media concerning PPS or matters for which PPS engages shall be communicated immediately to the Division Superintendent and the Chairman of the School Board. Contractor shall communicate with PPS to develop an appropriate response, if one is warranted.

F. **CONFLICT OF INTEREST:**

In addition to complying with any applicable professional conduct standards relating to conflicts of interest, Contractor affirms and agrees that he/she has not represented any client in any matter pending against PPS during the six month period preceding the resulting contract, and that he/she/the firm shall not represent any client in any capacity concerning any matter pending against PPS during the existence of this contract, nor for a six month period following the end/termination of this contract.

**COPY**



**Request for Proposal**  
Purchasing Office  
801 Crawford Street • Portsmouth, VA 23704  
Phone: (757) 393-8261 • Email: [angela.bright@pps.k12.va.us](mailto:angela.bright@pps.k12.va.us)

Portsmouth Public Schools (PPS) hereby seeks proposals for the following:

<b>TITLE:</b>	Legal Services – School Board Attorney
<b>RFP #</b>	842-P-1415
<b>ISSUE DATE</b>	October 20, 2014
<b>PRE-PROPOSAL CONFERENCE</b>	October 31, 2014, 10:00A.M.
<b>QUESTIONS DUE</b>	November 6, 2014
<b>CLOSING DATE</b>	November 18, 2014
<b>CLOSING TIME</b>	2:00P.M. Eastern Time

**PPS Does Not Discriminate Against  
Faith-Based Organizations**

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Angela Bright, C.P.M., CPPB  
Purchasing Manager

Y100

Request for Proposal #842-P-1415

Proposals may be mailed or delivered to the Issuing Office listed below.

Issuing Office: As the Issuing Office, the following individual, or designee, shall serve as the interpreter of the conditions of the contract and shall use all powers under the contract to enforce its faithful performance:

Angela Bright, Purchasing Manager  
801 Crawford Street, 3<sup>rd</sup> Floor, Portsmouth, VA 23704  
(757) 393-8261, [angela.bright@pps.k12.va.us](mailto:angela.bright@pps.k12.va.us)

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 jm #2 \_\_\_\_\_ #3 \_\_\_\_\_ #4 \_\_\_\_\_ (Please Initial)

In compliance with this RFP and to all the conditions imposed herein, the undersigned agrees to execute any contract let by Portsmouth Public Schools upon this offer being accepted for award. The undersigned offers and agrees to furnish the goods/services at the prices indicated in the accepted proposal. The following section must be executed and signed by a company representative authorized to bind the Offeror's company. Failure to make this commitment may result in the proposal being rejected.

<u>Wolcott Rivers, P.C. (dba Wolcott Rivers Gates)</u>		<u>54-0965451</u>	
Company Name	Federal ID #		
<u>301 Bendix Road, Suite 500</u>	<u>757-497-6633</u>		
Address	Phone #		
<u>Virginia Beach, VA 23452</u>	<u>757-497-7267</u>		
City, State, Zip	Fax #		
<u>meekins@wolriv.com</u>	<u>0154665-4</u>		
Email Address	Virginia State Corporation Commission #		
<u>Samuel W. Meekins Jr.</u>	<u>Director</u>		
Name of Authorized Signatory	Title		
<u>Samuel W. Meekins Jr.</u>	<u>11/13/14</u>		
Signature	Date		
Is your business a minority of woman-owned certified business?			
Yes	No <input checked="" type="checkbox"/>	Type _____	Certification # _____
The School Board for the City of Portsmouth, hereinafter referred to as Portsmouth Public Schools (PPS), reserves the right to accept or reject any and all proposals in whole or in part and to waive any informalities in the RFP process and reserves the right to enter into any contract deemed to be in its best interest. Any specifications in this RFP are intended as a quality indicator and guide for responding and unless otherwise stated, PPS will consider alternate proposals of equal or better quality, which must be accompanied by descriptive literature. The entire contents of this RFP, any addenda, and offeror's response shall be incorporated into any resulting contract.			



SPECIFIC LEGAL REQUIREMENTS

ANTI-COLLUSION:

In the preparation and submission of this offer, said offeror did not either directly or indirectly enter into any combination or arrangement with any person, firm or corporation, or enter into any agreement, participate in any collusion, or otherwise take any action in violation of the Sherman Act (15 U.S.C. Section 1), Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia. The undersigned offeror hereby certifies that this agreement, or any claims resulting therefrom, is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business or commerce; and, that no person acting for, or employed by, PPS has an interest in, or is concerned with, this offer/offer; and, that no person or persons, firm or corporation other than the undersigned, have, or are, interested in this offer/offer.

DRUG-FREE WORKPLACE:

During the performance of this contract, the successful offeror agrees to (i) provide a drug-free workplace for the successful offeror's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the successful offeror's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the successful offeror that the successful offeror maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each successful offeror/vendor. For the purpose of this section, "drug-free workplace" means a site for the performance or work done in connection with a specific contract awarded to a successful offeror in accordance with federal law, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

EMPLOYMENT DISCRIMINATION BY THE SUCCESSFUL OFFEROR SHALL BE PROHIBITED:

- 1. During the performance of this contract, the successful offeror agrees as follows:
a. Offeror shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the successful offeror. The successful offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
b. Successful offeror, in all solicitations or advertisements for employees placed by or on behalf of the successful offeror, shall state that such successful offeror is an equal opportunity employer.
c. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. Successful offeror shall include the provisions of the foregoing Subsections a, b, and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

COMPLIANCE WITH STATE LAW; FOREIGN AND DOMESTIC BUSINESSES AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH:

- 1. A contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.
2. An offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 will include in its offer or offer the identification number issued to it by the State Corporation Commission in the space provided below. Any offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its offer or offer a statement why the offeror is not required to be so authorized. Offeror is to include the VA Code reference authorizing the exemption in said statement.
3. Any offeror described in the foregoing Subsection 2. that fails to provide the required information shall not receive an award unless a waiver of this requirement is granted by the Superintendent or designee.
4. Any business entity described in the foregoing Subsection 1. that enters into a contract with PPS shall not allow its existence to lapse or its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract.

Name and Address of Offeror: Date: 11/4 Authorized Signature: Samuel W. Meekins
Printed Name: Samuel W. Meekins Title: Director
Phone Number: 757-497-6633 Fax Number: 757-497-1267
Email Address: meekins@wdriv.com

Federal Tax Identification Number/Social Security Number: 54-09165451
State Corporation Commission Identification Number: 0514665-4
Is offeror a "minority" business? Yes No If yes, please indicate the "minority" classification below:
African American Hispanic American Native American Asian American Other; Please Explain:
Service Disabled Veteran? Yes No
Service Disabled Veteran Business? Yes No
Woman Owned? Yes No
Small Business? Yes No
Faith-Based Organization? Yes No



## Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) <b>WOLCOTT RIVERS, P.C.</b>	
	Business name/disregarded entity name, if different from above <b>WOLCOTT RIVERS GATES</b>	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____	
	Address (number, street, and apt. or suite no.) <b>301 BENDIX ROAD, SUITE 500</b>	Requester's name and address (optional)
City, state, and ZIP code <b>VIRGINIA BEACH, VA 23452</b>		
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									
5	4	-	0	9	6	5	4	5	1

### Part II Certification

Under penalties of perjury, I certify that:

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

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person	Date ▶ <b>11-12-2014</b>
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.  
**Future developments.** The IRS has created a page on [www.irs.gov/w9](http://www.irs.gov/w9) for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

### Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

**What is FATCA reporting?** The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Note.** Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

**Other entities.** Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

## Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code and Exemption from FATCA reporting code* on page 3.



**Exempt payee code.** Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

### Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

### Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.



**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>3</sup>  The actual owner <sup>3</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor <sup>3</sup>
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 8403, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

PORTSMOUTH PUBLIC SCHOOLS  
FORM A - M/WBE UTILIZATION COMMITMENT

I, Wolcott Rivers, P.C.

Bid # 842-P-1415

(Name of Vendor)

do hereby certify that on this project, we will use the following minority, women, or service-disabled veteran business enterprises as subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Full Address	Phone #	*M/WBE Category	Work Description	Dollar Value

\*M/W/SBE categories: African American (B), Asian American (A), Hispanic (H), Native American (N), Woman (W), Service-disabled Veteran (SV)

The total value of M/WBE contracting will be (\$) \_\_\_\_\_.

This form may be reproduced.  
(date)

N/A - No work will be performed by subcontractors



PORTSMOUTH PUBLIC SCHOOLS  
 FORM B – LISTING OF THE GOOD FAITH EFFORTS  
Attach FORM B to the Bid/Proposal if goal is not attained

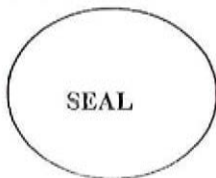
Affidavit of Wolcott Rivers, P.C.  
 (Name of Vendor)

I have made a good faith effort to comply under the following areas checked. Vendor must earn at least 50 points from the Good Faith Efforts list for their bid to be considered responsive.

1	<b>Notification of Subcontracting Opportunities (10 Points)</b> vendor must provide to the School Board or their designee a list of the areas in which the bidder sought subcontractors and suppliers.
2	<b>M/WBE Contact (10 pts)</b> Contacted M/WBE businesses that reasonably could have been expected to submit a quote, for the areas the vendor intends to subcontract or purchase supplies at least ten (10) days before the solicitation response due date and notified them of the nature and scope of the work to be performed.
3	<b>Making Project Documents Available (10 pts)</b> Made the construction plans, specifications, and requirements available for review by prospective M/WBE businesses, or providing these documents to them at least ten (10) days before the bids are due.
4	<b>Breaking Down Work (15 pts)</b> Broken down or combined elements of work into economically feasible units to facilitate M/WBE participation.
5	<b>Working with M/WBE Assistance Organizations (10 pts)</b> Worked with minority and women trade, community, or contractor organizations identified by the School Board and included in the bid documents that provide assistance in recruitment of minority businesses.
6	<b>Attend or Host Pre-Bid Meeting (10 pts)</b> Attended pre-bid meetings scheduled by the School Board or conduct a pre-bid meeting for M/WBE within five (5) days of the bid opening.
7	<b>Bonding or Insurance Assistance (20 pts)</b> Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors or subconsultants.
8	<b>Negotiate in Good Faith (15 pts)</b> Negotiated in good faith with interested M/WBE businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
9	<b>Financial Assistance (25 pts)</b> Provided assistance to an otherwise qualified M/WBE business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted M/WBE businesses in obtaining the same unit pricing with the bidder's suppliers in order to help the M/WBE businesses in establishing credit.
10	<b>Joint Ventures (20 pts)</b> Negotiated joint venture and partnership arrangements with M/WBEs in order to increase opportunities for M/WBE participation when possible.
11	<b>Quick Pay Agreements (20 pts)</b> Provided quick pay agreements and policies to enable M/WBE to meet cash-flow demands.
12	<b>M/WBE Participation on Non-PPS Contracts (15 pts)</b> The Bidder must document that during the eighteen (18) month period before Bid Opening, the Bidder paid M/WBEs on non-School Board contracts.

In accordance with Policy the undersigned will enter into a formal agreement with the firms listed on the Minority, and Women, Business Utilization Commitment schedule conditional upon execution of a contract with the Owner. Failure to abide by this statutory provision will constitute a breach of the contract. The undersigned hereby certifies that he or she has read the terms of the Minority, and Women Business Enterprise commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: \_\_\_\_\_



Name of Authorized Officer: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 State of \_\_\_\_\_, County of \_\_\_\_\_  
 Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
 Notary Public  
 My commission expires \_\_\_\_\_

*N/A - No work will be performed by subcontractors.*

PORTSMOUTH PUBLIC SCHOOLS  
FORM C  
STATEMENT OF INTENT TO PERFORM WORK WITHOUT SUBCONTRACTING

Attach this form to the Bid/Proposal

Affidavit of Wolcott Rivers, P.C.  
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the  
PPS - Legal Services - School Board Attorney (Bid # 842-P-1115) contract.  
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: Nov. 14, 2014 Name of Authorized Officer: Samuel W. Meekins  
Signature: \_\_\_\_\_  
Title: Director



State of VIRGINIA, City of Virginia Beach  
Subscribed and sworn to before me this 14<sup>th</sup> day of November, 2014  
Notary Public [Signature]  
My commission expires 10/31/15



PORTSMOUTH PUBLIC SCHOOLS  
FORM D - LETTER OF INTENT TO  
PERFORM AS A SUBCONTRACTOR OR SUBCONSULTANT  
(PROVIDE MATERIALS OR/ & SERVICES)

Project Name: \_\_\_\_\_ Project/Bid # \_\_\_\_\_

Name of Prime Bidder/Proposer: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip Code

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Name of Certified Vendor: \_\_\_\_\_

The undersigned intends to perform work in connection with the above project as

\_\_\_\_\_ Minority Business Enterprise \_\_\_\_\_ Women's Business Enterprise  
\_\_\_\_\_ Service-disabled Enterprise

The M/WBE status of the undersigned is/is not certified by the Commonwealth of Virginia's  
Department of Minority Business Enterprise (DMBE) Our SWAM certification number is  
\_\_\_\_\_.

The undersigned is prepared to perform the following described work or provide materials or  
services in connection with the above project (specify in detail particular work items, materials  
or services to be performed or provided):

Description of work to be performed by certified vendor:

\_\_\_\_\_  
\_\_\_\_\_

Subcontracting at any tier must be reported and is subject to all M/WBE compliance  
requirements. This form shall be used for M/WBE subcontracting at any level.

Date: \_\_\_\_\_

\_\_\_\_\_  
(Name & Phone No. of M/WBE Company)

\_\_\_\_\_  
(Title of Authorized Officer)

\_\_\_\_\_  
(Signature)

**THE PRIME CONTRACTOR OR ARCHITECT MUST GET THIS FORM  
COMPLETED BY THE SUBCONTRACTORS/SUPPLIERS**

NA - No work will be performed by subcontractors. December 2012

PORTSMOUTH PUBLIC SCHOOLS  
 FORM E - DOCUMENTATION FOR ALL PAYMENTS TO  
 SUBCONTRACTORS, SUPPLIERS, AND SERVICE PROVIDERS

Prime Contractor/Architect: \_\_\_\_\_

Address & Phone: \_\_\_\_\_

Project Name: \_\_\_\_\_

Pay Application #: \_\_\_\_\_ Period: \_\_\_\_\_

Current Requested Payment Amount: \_\_\_\_\_

The following is a list of payments to be made to all contractors/suppliers & other providers on this project for the above-mentioned period.

Firm Name and Address	*M/WBE Category	Amount to be Paid from this pay Request	Total Payments to date	Total Amount Committed

\*M/W/SBE categories: African American (B), Asian American (A), Hispanic (H), Native American (N), Woman (W), Service-disabled Veteran (SV)

Date: \_\_\_\_\_ Approved/Certified By: \_\_\_\_\_

Name

Title

Signature

**\*\*THIS DOCUMENT MUST BE SUBMITTED WITH EACH PAY REQUEST & FINAL PAYMENT\*\***

This form may be reproduced.  
 December 2012

*NA - No work will be performed by subcontractors.*

PORTSMOUTH PUBLIC SCHOOLS  
FORM F – SUBCONTRACT/PURCHASE OPPORTUNITIES

Prime Contractor/Architect: \_\_\_\_\_

Address & Phone: \_\_\_\_\_

Project Name: \_\_\_\_\_

The following is a list of subcontract/purchase opportunities our firm made available to contractors/suppliers & other providers on this project.

NAICS Code	Description of work

This form may be reproduced.

December 2012

*NA- No work will be performed by subcontractors*



## INTRODUCTION

To: Angela Bright, C.P.M., CPPB  
Purchasing Agent  
801 Crawford Street, 3<sup>rd</sup> Floor  
Portsmouth, VA 23704

Re: Wolcott Rivers Gates Response to RFP

Dear Ms. Bright:

I am pleased to provide to you the proposal of Wolcott Rivers P.C. d/b/a Wolcott Rivers Gates ("WRG") to serve as counsel to the Portsmouth Public Schools ("PPS") on a going forward basis. On behalf of the firm, I thank PPS for giving us an opportunity to submit a proposal.

I have been working as counsel for PPS for almost two years. I represented the School Board when the Grand Jury of Portsmouth investigated school finances. I am dealing with the City Attorney's Office and the City Council in regard to various finance and funding issues. I dealt with teacher and student discipline issues and have attended numerous Board meetings and offered my opinion on numerous legal matters. I have enjoyed these two years and I hope our proposal will induce PPS to enter into a formal continuing agreement with WRG. I believe that my prior experience as Chairman of the School Board for the City of Virginia Beach along with my experience since then in school employee discipline matters and student discipline matters and my thirty plus years experience in working with and against municipalities and major corporate citizens from around the United States, puts me in a unique position to assist PPS with any of its legal needs. I am fortunate to be surrounded by thirty lawyers, numerous paralegals and even more numerous support personnel so that we can handle just about any issue that may arise.

I have attempted to respond to every particular set forth in the RFP. I hope you find my proposal satisfactory. If you need any further information, I hope you will not hesitate to call upon me as the supervising attorney for this endeavor.

Respectfully Submitted,

Samuel W. Meekins, Jr.  
Director, WRG Corporate Solutions  
and Wolcott Rivers Gates

## PART 3 - THE PROPOSAL

### A. QUALIFICATIONS AND EXPERIENCE.

#### THE FIRM:

Wolcott Rivers P.C. d/b/a Wolcott Rivers Gates and WRG Corporate Solutions ("WRG"), through its progeny, has been in the continuous practice of law in Hampton Roads, Virginia for 120 years. This makes WRG the second longest lived law firm in the area. The firm currently consists of thirty full time practicing attorneys with expansion on the horizon. We are located in Virginia Beach, Virginia in the Convergence Center Park located in the Virginia Beach Town Center. We expect to move our location to a different building in the Park in or around June 2015 in order to accommodate our continued growth. This location puts us twelve (12) miles from PPS offices.

All of the members of the firm are graduates of accredited law schools possessing, at a minimum, a Jurist Doctorate degree. Many of our members have other degrees including tax masters degrees and four are also certified public accountants.

Our attorneys practice across the United States but practice predominately in Virginia and North Carolina. All of our attorneys are licensed to practice in Virginia but some hold additional licenses in other states. Our attorneys practice in all courts in the Commonwealth of Virginia, federal and state. Our attorneys are familiar with Virginia criminal procedure and Virginia civil procedure and comply in all regards with the Virginia Code of Professional Conduct. Attorneys from this firm are active civically including serving on legislative committees as members of boards of civic and community associations, committees of the Virginia State Bar and the Chamber of Commerce where one of our members is President of the Virginia Beach Chapter.

The firm is run by a Board of Directors which is comprised of each of the Shareholders of which there are twenty. Day to day operations of the firm are managed by a Management Committee guided by the firm's President, Carl A. Eason. An organizational chart for the firm is attached. The Board of Directors meets monthly and is responsible for the overall direction of the firm. The Executive Committee meets as required but on at least a monthly basis. The office is run by an administrative team which consists of Amy L. Glenn as Firm Administrator and Jo Ann Kittrell as Management - Finance. The firm is rated by Martindale-Hubbell as AV which is the highest possible rating for competence and for integrity.

#### SAMUEL (SAM) W. MEEKINS, JR: SCHOOL COUNSEL:

Samuel (Sam) W. Meekins, Jr. will be the team leader and PPS counsel. Sam Meekins is rated by his peers through Martindale-Hubbell as AV meaning he possesses the highest legal skills and integrity available. He has also been named a "Super Lawyer" three times and a "Legal Elite" in litigation two times. He was recently honored by the Virginia Beach Bar Association with its Professionalism Award. A full and complete resume for Sam is attached. Sam has been with the firm since 1982. Before



coming to the firm he practiced as an Assistant Commonwealth's Attorney in the City of Portsmouth where he prosecuted various criminal matters in the Portsmouth Courts. During that time he resided in Park View.

A team has been assembled to provide the services required by PPS. Please understand that the entire firm is available to assist where needed but the individuals identified below are anticipated to be of the most use to PPS and will, consequently, be the most involved.

**PPS COUNSEL:**

Sam Meekins will serve as primary counsel. As such, he will be responsible for the attorney/client relationship with PPS in every regard.

Since joining the firm, Sam has served as President of the firm and is a Member of the Board of Directors. He most recently served a five year stint as Director of Marketing. Sam has also been President of the Virginia Beach Central Business District Association and has served on the Board of Governors of the Litigation Section of the Virginia State Bar including a one year stint as the Litigation Section President. Sam has also served on the Senior Lawyers Conference for the Virginia State Bar and served as Vice President of that Conference Section. Sam lives in Virginia Beach, Virginia with his wife of forty-three years, Robin.

Sam has extensive experience with Virginia school law. Sam served five and one-half years as a Member of the School Board for the City of Virginia Beach spending two and one-half of those years as Chairman. He has presided over numerous school board meetings and committee meetings where he utilized his knowledge and understanding of school board parliamentary procedures.

Since rotating out of his position as School Board Member and Chairman, Sam has remained involved in school law on a more intermittent basis. He has served as Chairman of several employee discipline/grievance hearings involving Virginia Beach school employees. He has also handled several student discipline matters before the Virginia Beach School Board and in student discipline hearings. Sam has also recently played a minor role in representing the Virginia Beach School Division in litigation brought by community residents regarding the construction of a middle school.

In addition, Sam has represented the Portsmouth School Board on several selected but significant matters. His representation began in January of 2013 when he was asked to represent the Board in an ongoing Portsmouth Grand Jury investigation involving school financing. After that engagement was successfully concluded he has continued to provide counsel to the Board on public and school finance issues. He has also handled several employee discipline matters for the school division and has offered the Board advice and guidance on numerous policy, personnel, and student issues and has been an attendee at a number of Board meetings both public and closed. Sam also currently represents the PPS on a case pending in the EEOC involving an allegation of discrimination.

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Sam has also been actively involved in litigation with several municipalities, including the City of Portsmouth where he has prosecuted claims for violation of civil rights and where he has defended claims brought by the City and by third parties. Sam has also litigated with the City of Norfolk in regard to zoning issues and in regard to lease issues for the Hampton Roads Admirals. Sam has also litigated with the City of Virginia Beach and successfully prevented the City of Virginia Beach from selling property which it attempted to do in violation of the Virginia Public Procurement Act. Sam has litigated in federal and state court on various discrimination claims and has also litigated in the Equal Employment Opportunity Commission.

Sam spent twenty-eight years representing Ford Motor Company as a self insurer before the Virginia Workers' Compensation. Sam is the co-founder of the Virginia Self Insurers Association and currently acts as its General Counsel.

Sam has also defended numerous criminal matters in federal and state courts and has extensive experience in practicing before Virginia administrative agencies, including the Board of Professions. While Virginia Rules of Professional Conduct preclude any attorney from advertising that he is an expert in any particular legal field, Sam has extensive experience with Virginia school law, labor and employment law, and the Virginia Public Procurement Act as well as the Virginia Workers' Compensation Act.

Sam is supported by an administrative team which is comprised of Marsha Moriarty (female), his Legal Assistant for over twenty-five years, and his paralegal, Nateisha Bowen (female, African American), who has worked with him for three years.

The second identified lawyer/member of the PPS team is John F. Sawyer who is also a partner with WRG. John Sawyer's résumé is attached. John Sawyer was selected for this team because of his experience in school and administrative law. John is on the Board of Directors of Norfolk Collegiate School and has been active in their legal matters. John has also participated over the last two years in representation of PPS providing valuable research and insight into the financial relationship between the school division and the local government.

Also on the team will be Barry Dorans who was selected because of his extensive experience in employment law, including the FLSA and EEOC. Barry is a Partner with WRG and also has extensive experience with construction industry claims and issues and would be a valuable asset to PPS in regard to any issues that would arise in that domain. A copy of Mr. Dorans' résumé is attached.

## **B. CAPABILITY.**

WRG occupies approximately 22,000 square feet of office space in Virginia Beach, Virginia and is located approximately 12 miles from the School Board offices in Portsmouth, Virginia. The attorneys are full time practitioners licensed to practice in Virginia and other regions and are available to assist PPS upon notice. The team outlined above are all local residents and are available to assist on any legal matter at



any appropriate time. Due to the large number of attorneys, the team could be supplemented in times of need. There is no matter that is too big for this firm to handle. We have successfully handled claims for multiple millions of dollars for Fortune 100 and 500 companies. Sam is proud to list amongst his regular clients Ford Motor Company, Coca-Cola Refreshments, Inc., Virginia Natural Gas, Inc., AGL Resources and The Bush Companies.

It would not be necessary for WRG to subcontract any work to any other law firm as it is competent and appropriately manned to provide any legal services that could be envisioned as needed by PPS. See W/MBE Form "C" attached. A résumé of each of the attorneys is available. We also suggest you visit our web site at [www.wolcottriversgates.com](http://www.wolcottriversgates.com).

In addition to the attorney personnel, the firm has ten paralegals on the staff and approximately thirty other full time employees. Each of our attorneys is provided with cell phone and I-Pad capability along with their desktop computers that are maintained in their offices. WRG has full internet access, hard line and WiFi. We have an interactive phone system that allows us to communicate with our clients by e-mail, telephone, fax and, of course, in person. The office contains nine meeting and conference areas, three of which include computerized systems so that the meetings can be interactive and so that programs such as Power Point can be effectively used. WRG has equipment that allows it to produce graphics for evidence in trials and to use these computer generated documents as trial or meeting exhibits. WRG has its own accounting and timekeeping systems using the TABs time management and billing software. All cases are tracked on PracticeMaster which allows for storage of documents electronically and the firm is rapidly moving towards a paperless environment. Over the previous two years, WRG has experienced no difficulty in making itself physically available for meetings at city and school offices when it was in the interest of PPS that WRG do so.

## **C. METHODOLOGY.**

### **SPECIFIC METHODOLOGY:**

Sam Meekins would be assigned, on a permanent basis, as the primary contact and counsel. He will attend School Board meetings, both regularly scheduled and specially called. While Sam does engage in the routine practice of law for other clients, the general timing of the School Board meetings is such that he is routinely available and will make every effort to attend them all. In the event that he is not available, Mr. John Sawyer will make himself available and in the rare occasion where neither of them are available, we have other team members that could attend and assist the School Board. Because our location is in close proximity to the PPS offices, attendance at meetings on a regular basis will not be a problem.

Sam Meekins should be the conduit for all requests for legal counsel, advice and assistance. Two factors are inherent in a successful attorney/client relationship. First, is that WRG be provided full and complete information necessary to perform its duties

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to the extent that information involves facts or internal documents that are available within PPS. Second, there needs to be established a PPS contact point or points so that work is funneled through an appropriate channel. WRG needs to know who will direct our work. These are routine practices for WRG and turn around will be prompt dependent upon the level of research and analysis required. Usually advice and opinions are available in a telephone call and Mr. Meekins would be the primary contact for those calls but PPS should not hesitate to call, fax or e-mail any member of the team in instances where they need prompt assistance and Mr. Meekins is not available. Oral advices are routinely followed by written or e-mail confirmation.

#### **GENERAL METHODOLOGY:**

We have reviewed the scope of work as set forth in the RFP and see absolutely no issues in providing services as requested. The services listed are provided routinely by WRG in its representation of thousands of clients nationally, statewide and locally. Routine representation includes telephone and e-mail contact, face-to-face visits, document preparation, document review, consultations, appearances at formal proceedings, trials and administrative hearings and answering questions. Each of those activities can be done for PPS just as they have been done for Fortune 100, Fortune 500 and other companies nationwide.

Research by WRG is usually provided using a number of research tools. WRG has continuing access to Lexis Nexis research which includes reported cases and the United States Code. WRG also uses Virginia Casefinder as a research tool for state law. Of course, numerous books, hardbound and softbound, are available in the law offices. There are a number of sets of the Code of Virginia which forms the basis for the black letter law in Virginia and they are available in the offices and online. The attorneys can access research materials through their laptops and/or I-Pad and, thus, the research capability will be available wherever the lawyer may be as long as there is Wi-Fi available.

The routine practice of WRG is to assist clients in the development, review and analysis of legal documentation and that should be no different for PPS than it is for any other client. WRG is fully aware that documents are required and are important. Words matter. Consequently, the development, review and analysis of legal documentation would be a routine and necessary part of the services WRG would provide to PPS.

Sam Meekins and John Sawyer will be available by cell and by direct dial. Marsha Moriarty is the Legal Assistant to both and she should be called if neither Mr. Meekins nor Mr. Sawyer can be promptly reached. Other WRG attorneys and staff are available by telephone through the main number between 8:30 a.m. and 5:30 p.m. Monday through Friday except for federal or state holidays. In addition, e-mail is available as well as fax. Any call that is not answered live will be referred to voice mail where the message can be recorded for subsequent call back. Clients need to have counsel accessible and WRG strives to be accessible.



WRG has extensive experience prosecuting and defending actions, suits and claims against or for its clients. Mr. Meekins alone has experience in all federal courts in the Commonwealth of Virginia, and has defended cases as far away as Charleston, South Carolina and Miami, Florida. WRG has litigated in virtually every state court in Virginia and in many courts in other states. WRG has defended and prosecuted every type of claim imaginable from simple contract claims to very complex litigation involving trusts, estates, property rights, copyright, discrimination, class actions, tort injuries and on and on. WRG is AV rated. Members of the firm are individually AV rated. No member of the firm will be allowed to participate in any litigation unless that person is assigned by Mr. Meekins. Mr. Meekins will make that assignment based upon the actions that are brought or needed to be brought and how they fit with the skills of the particular attorney. At all times, Mr. Meekins will be lead counsel.

Included in the RFP is a reference to the availability to defend PPS "employees" when requested (IIIA7) and to appear in court on behalf of PPS employees (IIIA9). Certainly, if an employee is sued for conduct in the performance of his/her duties as a PPS employee, then representation might be appropriate but most likely PPS would be sued as well and, thus, there may be legal conflict issues. Thus, WRG would agree to represent the employees on a case by case basis being sure that such representation does not create a conflict of interest with PPS and the representation falls within the ordinary or usual duties as PPS counsel serving the school division.

Attorneys at WRG routinely take it upon themselves to stay abreast of changes in the law. Each attorney is required to obtain 12 hours annually of continuing legal education on local, state and federal levels. Sam Meekins and John Sawyer will use at least a portion of those 12 hours to keep abreast of laws and decisions that may specifically affect PPS. It is also anticipated that each will join the Virginia School Boards Association as school counsel so that they may participate in seminars and have available information regarding matters peculiar to Virginia education.

WRG will provide any other services requested by PPS as long as it has personnel competent to do so. In the rare instances in which an issue may arise that WRG feels it does not have the competence necessary for the particular subject matter, or where a conflict may arise that would prohibit WRG involvement, it would expect and it would, in fact, recommend that PPS find other outside counsel that can do the work that WRG has determined that it should not do. WRG will not take on a matter it does not feel it is competent to handle and, obviously, will not take on any matter adverse to PPS.

WRG acknowledges, for purposes of this response, that upon an award of a contract it will provide a list of its personnel including office, home and cellular phone numbers so that PPS can make emergency contact with WRG as necessary. WRG also recognizes it would be required to become familiar with the PPS M/WBE policy to the extent that it is not already familiar with that policy. The attorneys will review the M/WBE program rules and guidelines to insure compliance with federal, state and local laws and it will make recommendations on whether to reject or accept bids based upon the M/WBE program requirements and provisions. WRG will also be available to advise

the School Board and Superintendent on legal issues related to the M/WBE program, its implementation and administration as it affects purchasing of goods and services.

Further, WRG recognizes that it is certifying to the items listed in Exhibit E of the RFP and has no problem with that certification.

WRG recognizes that only upon selection as a preferred provider will pricing of legal services be discussed and negotiated.

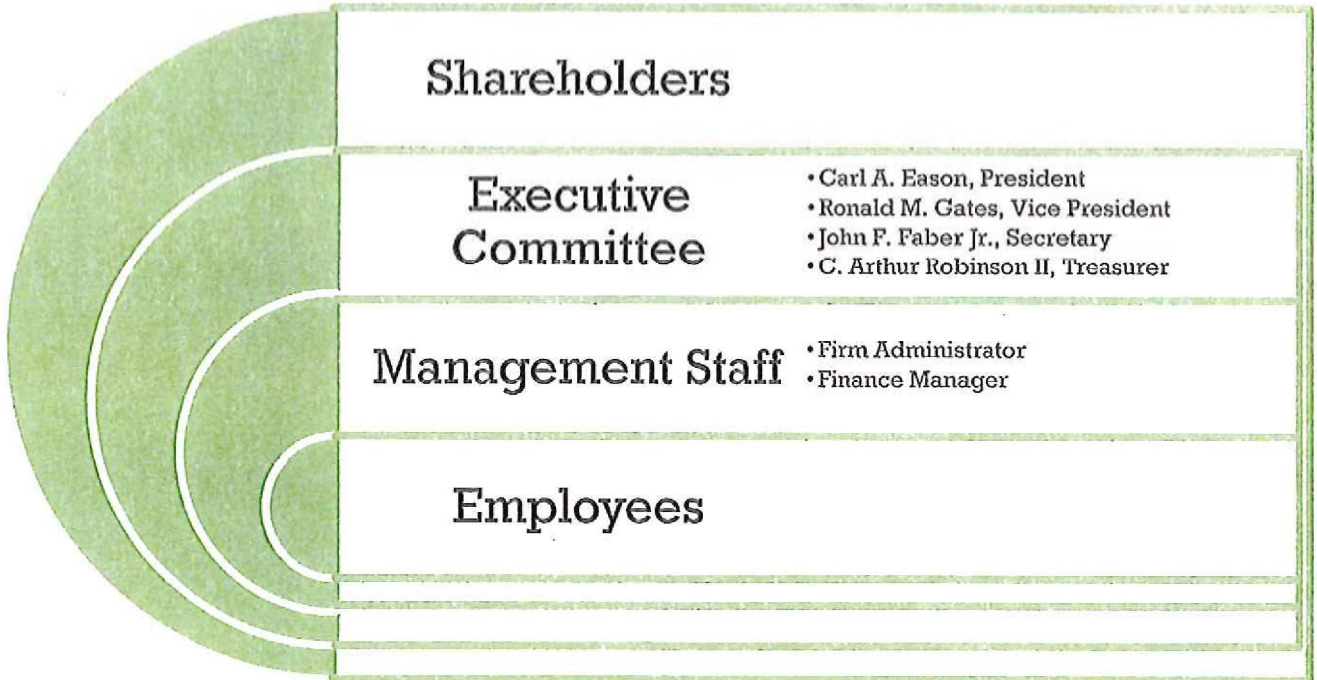
Finally, a list of references is attached. Each of those identified will have experience with Sam Meekins as counsel and as a member of WRG.



## Firm Organization

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The Firm is organized as shown on the chart below:



Within the organization, the Shareholders are responsible for the overall operation of the Firm. The Executive Committee determines basic policies and procedures with the Management Staff providing day-to-day operation oversight of the Firm within the limits set by the Shareholders and Executive Committee.

The Executive Committee is comprised of the President, Vice President, Secretary and Treasurer. The Executive Committee oversees the activities of the employees and the operation of the Firm through the Management Staff.

The Management Staff are responsible for all aspects of day-to-day operations, including personnel, financial, technology and facilities under the direction of the Executive Committee.

The Executive Committee will establish compensation ranges and adjustments for all employees. Employees should direct any questions concerning the terms and/or conditions of employment to the Firm Administrator.

# Samuel W. Meekins Jr.

**Samuel W. Meekins Jr.** has been with Wolcott River for over 30 years. During that time he has been principally involved in litigation, both criminal and civil in federal and state courts. He has been the recipient of many awards and honors including selection as a "Legal Elite for civil litigation", selection as a Virginia Super Lawyer, and achieving an AV designation from Martindale Hubbell. Most recently Mr. Meekins was honored by the Virginia Beach Bar Association with the Joseph L. Lyle, Jr. Professionalism award.

Mr. Meekins (known to his clients and friends as "Sam" or "Deacon") began his litigation career as an assistant commonwealth's attorney in Portsmouth, Virginia. He was recruited from there by Wolcott Rivers where he has since developed into the experienced trial counsel that he is today. In the criminal area he has defended everything from capital cases (including a nationally covered espionage trial) to reckless driving in state courts.

In the civil area Mr. Meekins has been equally prolific. He had successfully defended national companies in wrongful death and serious personal injury cases including claims for traumatic brain injury. He also has experience in will contests, fiduciary litigation, stockholder fights, lender liability disputes, commercial lease and mortgage transactions and has litigated in the EEOC and federal court in various discrimination claims. On the other hand he has successfully sued several localities on behalf of citizens aggrieved by the abuses of power and processes including suits to force religious land use rights (RLUIPA) and to challenge the proposed sale of a publicly dedicated roadway.

Mr. Meekins has served his country as a decorated Viet Nam War veteran. He has served his community as Chairman of the Virginia Beach City School Board, President of the Virginia Beach Central Business District Association, and Campaign Chairman for the American Heart Association, Tidewater Chapter. He has served his profession as Chairman of the Virginia State Bar Litigation Section, and Vice-President of the Virginia State Bar Senior Lawyer's Conference. He has served his firm as a President, Vice President and as a mentor of its Management Committee. He is a husband of 40+ years with four now grown children and an ever increasing number of grandchildren.

## Representative Cases

*Hegwood v. Virginia Natural Gas*, 256 Va. 362, 505 S.E.2d 372 (1998)

*Favinger v. Ford Motor Co.*, 275 Va. 83, 654 S.E.2d 575 (2008)

*Florence v. Roberts*, 233 Va. 297, 355 S.E.2d 316 (1987)

*United States v. Walker*, 796 F.2d 43, 1986 (4th Cir. 1986)

*Chase v. City of Portsmouth*, 428 F.Supp. 2d 487 (E.D. Va. 2006)

*Pitt, et al. v. City of Portsmouth. Virginia, et al. v. United States Department of Housing*, 221 F.R.D. 438, (U.S. Dist. 2004)

## Areas of Practice

- Litigation, Federal and State
  - Estate Disputes & Fiduciary Litigation
  - Business Law
  - Wrongful Death
  - Tort Defense
-



## **Bar Admissions**

- Virginia, 1980
- U.S. District Court Eastern District of Virginia, 1982
- U.S. Court of Appeals 4th Circuit, 1983
- U.S. Supreme Court, 1986

## **Education**

- **Campbell University School of Law, Raleigh, North Carolina**
  - J.D. (With Distinction) – 1980
  - Honors: Omicron Delta Kappa Leadership Society
  - Law Review: Campbell Law Review, Notes Editor, 1979 – 1980
- **Old Dominion University, Norfolk, Virginia**
  - B.S. – 1972
  - Honors: Dean's List
  - Major: Business Administration

## **Published Works**

- “Zoning Finds Religion”, Virginia Lawyer, Vol. 54/No. 7, 2006
- “Declarations Against Penal Interest”, Campbell Law Review, 1979

## **Honors and Awards**

- Listed as one of Virginia's “Legal Elite” (Civil Litigation), Virginia Business Magazine, 2005 – 2006
- Martindale Hubbell Rated AV
- Selected for inclusion in Virginia Super Lawyer, 2010-2012
- Vietnam Service Ribbon, United States Air Force, 1967 – 1968
- Air Force Commendation Medal, United States Air Force, 1965 – 1968

## **Professional Associations and Memberships**

- American Bar Association
  - Federal Bar Association
  - Norfolk & Portsmouth Bar Association
  - The Virginia Self Insurers Association, General Counsel
  - Virginia State Bar, Litigation Section, Past President, Board of Governors
  - Virginia State Bar, Past Vice President, Senior Lawyers Conference
  - Virginia State Bar
  - Virginia Beach Bar Association
  - Wolcott Rivers, P.C., Past President
-

### **Past Employment Positions**

- Assistant Commonwealth's Attorney, Portsmouth, Virginia, 1980 – 1982, 1965 – 1968
- United States Air Force, 1965 – 1968

### **Pro Bono Activities**

- Past President, Board of Directors and Executive Committee, Virginia Beach Central Business District Association
- Former Chairman, Virginia Beach City School Board, 1988 – 1994
- Past Campaign Chairman, Tidewater Chapter, American Heart Association
- Community United Methodist Church
- Old Dominion University Alumni Board of Directors

### **Fraternities/Sororities**

- Alpha Tau Omega
-

# John F. Sawyer

**John F. Sawyer** represents businesses and individuals in federal court and in state courts throughout the Hampton Roads region. His cases have involved multi-million dollar loan workouts for financial institutions, significant estate litigation involving real property and forensic accounting issues, Clean Water Act regulatory compliance and litigation, injunction hearings, and contract disputes. Mr. Sawyer has an active creditors' rights practice where he assists clients in the collection of accounts receivable and delinquent debt obligations. Mr. Sawyer was selected for inclusion in the 2008, 2010, 2011, 2012 and 2013 *Virginia Super Lawyers* listing. He is President of the Norfolk Collegiate Alumni Board, Member of Session of Second Presbyterian Church of Norfolk, active on committees with local bar associations, and volunteers his time with the REACH program and as a youth coach for Norfolk United Soccer Club.

## Areas of Practice

- Federal Court Litigation
- Commercial, Civil, Real Estate and Estate Litigation
- Trust Litigation
- Creditors' Rights
- Environmental Law
- Appellate Practice

## Bar Admissions

- Virginia, 2003
- U.S. District Court Eastern District of Virginia, 2003
- U.S. District Court Western District of Virginia, 2008
- U.S. Court of Appeals 4th Circuit, 2004

## Education

- Dickinson School of Law of the Pennsylvania State University, Carlisle, Pennsylvania
  - J.D. – 2003
  - Law Review: Pennsylvania State International Law Review
- The College of William and Mary, Williamsburg, Virginia
  - B.A. – 1997

## Published Works

- "Shipbreaking and the North-South Debate: Economic Development or Environmental and Labor Catastrophe?", 20 Penn St. Intl. L. Rev. 535, 2002

## **Classes/Seminars**

- Environmental Issues in the Foreclosure Process, NBI, 2010
- Landlord Tenant Law Update, Sterling Educational Services, 2010
- Judgment Enforcement: Post Judgment Collections, Lorma Education Services, 2008
- Landlord Tenant Law: Surviving in a Difficult Economy, Sterling Education Services, 2012
- Ethical Considerations in Landlord-Tenant Law, Sterling Education Services, July 2013
- Collections: Seeking and Collecting a Judgment, NBI, May 2013
- 9th Annual Landlord-Tenant Law, SES, September 2013
- Landlord Tenant Evictions, Court and Litigation, Sterling Educational Services, 2014

## **Honors and Awards**

- The Richard Reeve Baxter Award, Recognition of Excellence in Scholarship and Legal Writing in the Field of International Law, 2002
- Listed as one of Virginia's "Rising Stars in Super Lawyers Magazine" (Business Lit), 2008 – 2013

## **Professional Associations and Memberships**

- Norfolk & Portsmouth Bar Association, Membership Committee, Member
- Virginia Beach Bar Association, Member
- Virginia State Bar
- Virginia Bar Association

## **Pro Bono Activities**

- REACH Program Volunteer – Reading Enriches All Children
- Sertoma Club of Norfolk
- Second Presbyterian Church, Session Member
- Norfolk United Soccer Club, Youth Coach

## **Fraternities/Sororities**

- Sigma Phi Epsilon
-



# Barry Dorans

Barry Dorans has over 25 years of experience in the representation of individuals and businesses, from small and regional companies to large corporations. He was selected for inclusion in "Legal Elite" under labor and employment law by *Virginia Business Magazine* in 2005 and again in 2008 for construction law. Over his career, he has been involved in a wide variety of matters both in court and out of court. He has recently been involved in assisting clients in buying and selling local businesses, disputes concerning former employees competing against their previous employers, negotiation of employment agreements, and review and negotiation of leases. He has also been involved in federal court litigation involving claims in excess of \$1,000,000 concerning unfair competition and in disputes arising out of multi-million dollar construction contracts.

His areas of concentration include civil litigation, employment law, employee benefits, construction law, real estate, and appellate work. He is well known throughout the area for his lectures at seminars and conferences on issues involving employee benefits, labor issues, and construction and condominium law.

## Representative Cases:

*Ford Motor Co. v. Favinger*, 275 VA 575 (2008)

*Architectural Stone LLC v. Wolcott Center, LLC*, 274 VA 519 (2007)

*Decipher Inc. v. TRiBE, Inc.*, 262 VA 588, 553 SE 2d 718 (2001)

## Areas of Practice

- Appellate Practice
- Business
- Condominium Law
- Construction
- Employee Benefits (Employment Relations)
- Labor and Employment
- Litigation
- Real Estate
- Trade Secrets

## Bar Admissions

- Virginia, 1984
  - Virginia Supreme Court, 1984
  - U.S. District Court Eastern District of Virginia, 1984
  - U.S. Bankruptcy Court, 1988
  - U.S. Court of Appeals 4th Circuit, 1984
-

## **Education**

- **The College of William and Mary, Marshall-Wythe School of Law, Williamsburg, Virginia**
  - J.D. – 1983
  - Law Review: William & Mary Law Review, Editor, 1982 – 1983
- **State University of New York at Stony Brook, Stony Brook, New York**
  - B.A. – 1980

## **Classes/Seminars**

- Construction for Architects and Contractors
- HIPAA, ADA, FMLA and Affordable Care Act

## **Honors and Awards**

- Listed as one of Virginia's "Legal Elite" (Labor and Employment), Virginia Business Magazine, 2005
- Listed as one of Virginia's "Legal Elite" (Construction Law), Virginia Business Magazine, 2008

## **Professional Associations and Memberships**

- American Bar Association
- Norfolk & Portsmouth Bar Association
- Virginia State Bar, Client Protection Fund, Chairman, 2008 – 2010
- Virginia State Bar, Client Protection Fund Board, Member, 2004 – 2009
- Virginia State Bar Second District Committee, Former Secretary, Vice Chair
- Virginia Board of Professional and Occupational Regulation, Former Board Member
- Virginia Small Business Financing Authority, Former Board Member, Board of Directors
- Virginia Beach Bar Association
- Virginia Bar Association
- Virginia State Bar

## **Past Employment Positions**

- Judge J. Calvitt Clark, U.S. District Court for the Eastern District of Virginia, Law Clerk

## **Fraternities/Sororities**

- Phi Beta Kappa
-



## REFERENCES

1. James E. Bridgeford, Chairman  
Portsmouth School Board  
801 Crawford Street  
PO Box 998  
Portsmouth, VA 23704  
757-393-8751
  2. Mary L. Digges, President  
The Bush Companies  
4029 Ironbound Road, Suite 300  
Williamsburg, VA 23188  
757-220-2874
  3. Samuel Burch, Chief Counsel - Employer Relations & Litigation  
AGL Resources  
Ten Peachtree Place  
Atlanta, GA 30309  
404-584-3708
  4. Bryony Hodges, Esquire  
SCANA  
Mail Code C-222  
220 Operation Way  
Cayce, SC 29033-3701  
803-217-7315
  5. Jay Openshaw, CEO  
E. V. Williams, Inc.  
925 S. Military Highway  
Virginia Beach, VA 23464  
757-420-1140
  6. Gerald S. Divaris, Chairman/Chief Executive Officer  
Divaris Real Estate, Inc.  
One Columbus Center, Suite 700  
Virginia Beach, VA 23462  
757-497-2113
  7. Andrea Kilmer, President  
The ESG Companies  
3333-24 Virginia Beach Blvd.  
Virginia Beach, VA 23452  
757-340-8001
-

8. The Honorable James A. Cales, Retired Judge - Portsmouth Circuit Court  
214 East Road  
Portsmouth, VA 23707  
757-397-7870
  9. Mervin R. Troyer, President - Troyer Enterprises  
504 Woodards Ford Road  
Chesapeake, Virginia 23322  
757-490-6300
  10. Jerry Flowers, President  
Southern Trust Mortgage  
4433 Corporation Lane, Suite 300  
Virginia Beach, VA 23452  
757-518-0700
-



**SUBJ:** REQUEST FOR PROPOSAL #842-P-1415 ADDENDUM ONE  
**TOPIC:** LEGAL SERVICES-SCHOOL BOARD ATTORNEY  
**DATE:** NOVEMBER 5, 2014  
**TO:** PROSPECTIVE OFFERORS

The above is hereby modified as follows:

1. Modify Cover Sheet to read as follows:  
Phone: (757) 393-8261 • Email: [purchasing2@pps.k12.va.us](mailto:purchasing2@pps.k12.va.us)
2. Modify Page 2, Issuing Office, to read as follows:  
Purchasing Manager  
801 Crawford Street 3<sup>rd</sup> Floor, Portsmouth, VA 23704  
(757) 393-8261, [purchasing2@pps.k12.va.us](mailto:purchasing2@pps.k12.va.us)
3. Modify Section III, Paragraph 5, to read as follows:
  5. All attorneys that work on PPS' behalf shall remain in good standing with the Virginia State Bar.
4. Modify Section IV, Paragraph A, to read as follows:
  - A. Definitions:  
Issuing Office:  
Wherever used in this Request for Proposal, Issuing Office will be:  
  
Purchasing Manager  
801 Crawford Street, 3<sup>rd</sup> Floor  
Portsmouth, VA 23704  
Phone: (757) 393-8261  
Fax: (757) 393-5104  
Email: [purchasing2@pps.k12.va.us](mailto:purchasing2@pps.k12.va.us)
5. Reiterate Section IV, Paragraph H, that reads as follows:

PURCHASING OFFICE  
801 Crawford Street, 3<sup>rd</sup> Floor, Portsmouth, VA 23704  
(757) 393-8261 • Fax (757) 393-5104  
[purchasing@pps.k12.va.us](mailto:purchasing@pps.k12.va.us)



H. It is the goal of PPS that 14% of its purchase is made from minority and women-owned business enterprises (M/WBE) under this solicitation. This includes discretionary spending in prime contracts and subcontracts. All Potential respondents are required to submit an M/WBE Subcontracting Plan to either disclose its intent to utilize subcontractors or its intent not to utilize subcontractors. **All M/WBE forms must be completed and returned with the vendor's proposal.**

A signed acknowledgment of this Addendum must be received by this office either prior to the proposal return date or attached to your proposal. Signature of this Addendum does not substitute for your signature on the original Request for Proposals document. The original Request for Proposals document must be signed.

The undersigned has read all sections of this Addendum.

Wolcott Rivers, P.C.  
Name of Company

  
Signature in Longhand

Samuel W. Meekins, Jr./Director  
Name & Position (Typed)

11/13/2014  
Date