



Department of Purchasing

100 N. Main Street, 2nd Floor
Suffolk, VA 23434
(757) 925-6762 Fax (757) 925-6763

October 8, 2020

Amy Morrissey Turk
McGuireWoods LLP
World Trade Center
101 West Main Street
Suite 9000
Norfolk, VA 23510-1655

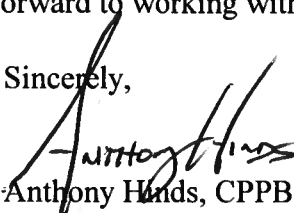
Subject: Notice of Award for RFP - Workplace Investigative Services

Ms Turk:

This notice of award is to McGuireWoods LLP to provide Workplace Investigative Services for Suffolk Public Schools. Performance of all services and pricing related to this award shall be in accordance with Suffolk Public Schools RFP-87505, your proposal dated August 17, 2020 and any subsequent negotiations, all made a part of this award by reference. Contact me if you have questions or need additional information. A summary of these negotiations is attached to this award letter.

Please return an acknowledged copy of this Notice of Award to the above address within ten (10) calendar days. Thank you and we look forward to working with you.

Sincerely,


Anthony Hinds, CPPB
Purchasing Manager

Please sign below to acknowledge receipt of the Notice of Award and to agree to the terms of RFP-87505-P, your proposal dated August 17, 2020 and any subsequent negotiations.

Acknowledged this the _____ day of _____ 2020

By _____ Title _____

Copies: Wendell Waller, School Board Attorney
Bid file

Attachment 1:

Terms of the agreement:

Nature and Scope of Services to be Provided. The nature and scope of the services to be rendered by McGuireWoods is to perform an Independent Investigation into a Complaint of hostile work environment and workplace bullying.

Suffolk Public Schools must disclose fully and accurately all facts and keep McGuireWoods LLP advised of all developments relating to this matter. McGuireWoods opinions are necessarily limited by McGuireWoods' knowledge of the facts and are based on the law as it exists when the opinions are provided.

McGuireWoods is authorized to undertake any actions which McGuireWoods deems necessary or appropriate to investigate the matter. McGuireWoods will seek approval in advance prior to retaining any third party deemed necessary to assist in the matter.

Conflicts of Interest. Based upon the information currently available to McGuireWoods, McGuireWoods is not aware of any conflicts that disqualify McGuireWoods from performing the work.

Fees. McGuireWoods will charge a **flat fee charge of \$40,000.00** for the following scope of work:

- In-person interviews (when allowed by COVID-19 considerations) of 12 witnesses and corresponding analysis and summaries
- Relevant document review of up to 7,500 documents
- Legal Analysis of the allegations and evidence
- Drafting and submission of a comprehensive Independent Investigative Report to be submitted within 21 days of the Award of work (as long as all relevant documents are made available for inspection and all relevant witnesses are made available to interview in a timely manner)
- All travel time included

If the investigation becomes larger than 12 witnesses or 7,500 documents, McGuireWoods is willing to perform additional work to complete the investigation for add-on fees as follows:

- \$1500.00 add on witness fee for each additional witness needed to be interviewed, analyzed, and summarized over the 12-witness threshold included in the flat fee agreement
- \$1000.00 document review fee per every additional 1500 documents that need to be reviewed over and above the initial 7,500 document review included in the flat fee agreement (this includes electronic storage costs)
- Discounted Hourly Rates of 25% off Amy Morrissey Turk's 2020 Standard Rate of \$780 per hour (\$585.00 rate) for any testimony or media time associated with the Independent Investigation

Costs and Expenses. In addition to fees, if necessary, Suffolk Public Schools will be charged for all costs and expenses associated with the services rendered. These costs include, but are not limited to, travel expenses, delivery and courier services, express mail, air courier services, staff overtime, and database creation and retrieval.

Charges for computerized research tools, such as Lexis and Westlaw, will not be billed.

If Suffolk Public Schools engages an accountant to audit financial statements, it is likely that the accountant will request, during the audit, that McGuireWoods provide a written description of pending or threatened claims or lawsuits to which McGuireWoods has given substantive attention on Suffolk Public Schools' behalf. This request is typically a standardized letter provided by the accountant which Suffolk Public Schools requested to send to McGuireWoods. Services in responding to these requests will be billed at 25 percent off 2020 Standard Rates.

Billing. McGuireWoods will keep accurate records of the time devoted to the matter, including conferences (both in person and over the telephone), negotiations, preparation of correspondence and electronic mail communications, factual and legal investigation, research and analysis, document preparation and revision, court appearances, travel, and other related matters. Time will be recorded in units of tenths of an hour, and billing statements will show the time devoted to the matter in an itemized format.

Terms of Payment. McGuireWoods will issue an invoice for the flat fee amount of \$40,000.00 once services commence. All additional work not included within the flat fee agreement (but set forth in paragraph 3 above) will be billed within 30 days of completion.

Termination of Engagement. The attorney-client relationship will terminate upon the completion of the services. Suffolk Public Schools may terminate the agreement at any time by notifying McGuireWoods in writing. Termination of services will not affect Suffolk Public Schools' responsibility to pay McGuireWoods for services rendered and expenses incurred before the engagement was terminated and, when necessary, to facilitate an orderly transition to new counsel.

Suffolk Public Schools agrees to compensate McGuireWoods at 25 percent off normal hourly 2020 rates, plus expenses, for work done by the firm and/or its outside counsel where: McGuireWoods is requested or authorized by Suffolk Public Schools, or required by government regulation, subpoena or other legal process, to produce information or personnel as witnesses with respect to the work; McGuireWoods is not a party to the proceeding in which the information is sought; and the request for information arises out of or in connection with the work.

Any dispute related to this agreement will be decided under Virginia law. Virginia will be the exclusive jurisdiction for resolution of all disputes.

Record Retention. At the conclusion of each engagement, McGuireWoods will return, upon written request, to Suffolk Public Schools any client records that are requested that McGuire Woods, to return. McGuireWoods may keep copies of client records were turned in accordance with the record retention policy and the applicable Rules of Professional Conduct. When a client matter is closed, the firm discards duplicate documents and other inconsequential materials. Although the record retention policy is subject to change, McGuire Woods currently stores hard copy and electronic client records for seven years after a matter has been closed in accordance with McGuireWoods' internal procedures. After seven years, or the period established by the firm's current record retention policy, stored client records may be destroyed, with no further notice, except for client records of continuing significance, such as wills, bonds and stock certificates. Upon receipt of a written request, McGuireWoods will return or transfer the records at any time before they are destroyed.

Entire Agreement. These items represent the entire agreement between McGuireWoods and Suffolk Public Schools regarding this matter. It is acknowledged that there are no other agreements (either oral or written) regarding this matter, other than as set forth in this letter. No modification or waiver of any term of this letter or any term found in the RFP is valid unless agreed to in a writing signed by both McGuireWoods and Suffolk Public Schools. This document may be executed in counter-parts, each of which taken together will form and be considered a single document.