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## **REQUEST FOR PROPOSAL**

**RFP NO. CA2024-01**

Palm Beach County Board of County Commissioners  
is seeking Proposals for:

### **OUTSIDE LEGAL COUNSEL FOR PER- AND POLYFLUOROALKY SUBSTANCES “PFAS” LITIGATION**

Date issued/available for distribution: September 26, 2024

Proposer **shall** submit one (1) unbound original, three (3) bound copies, and one (1) CD containing the complete proposal in pdf format, with all copies signed by an official with the authority to bind the proposer in its proposal, to be received in the to be received in the **PALM BEACH COUNTY ATTORNEY’S OFFICE** no later than **October 10, 2024, 5:00 p.m. local time. See Section 1.7 of the RFP for Submittal/Mailing Instructions.**

**ENVELOPE MUST BE IDENTIFIED WITH THE  
DEADLINE DATE FOR THE RECEIPT OF PROPOSALS  
AND THE RFP NUMBER.**

#### **CAUTION**

In order to do business with Palm Beach County vendors are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department’s Vendor Self Service (VSS) system which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If proposer intends to use subcontractors, proposer must also ensure that all subcontractors are registered as vendors in VSS. All subcontractor agreements must include a contractual provision requiring that the subcontractor register in VSS. County will not finalize a contract award until a contractor has verified that the contractor and all of its subcontractors are registered in VSS. It is the sole responsibility of proposers to routinely check for any Amendments that may have been issued prior to the Deadline for receipt of proposals.

Palm Beach County shall not be responsible for the completeness of any Request for Proposal package not downloaded from our VSS system or obtained directly from Palm Beach County Attorney’s Office.

**IN ACCORDANCE WITH THE PROVISIONS OF ADA, THIS DOCUMENT MAY BE  
REQUESTED IN AN ALTERNATE FORMAT**

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# **SECTION 1 GENERAL INFORMATION**

## **1.1 ISSUING OFFICE**

This Request for Proposal (“RFP”) is issued for the County of Palm Beach, hereinafter referred to as “County”, by the County Attorney’s Office. The County Attorney’s Office is the SOLE point of contact concerning this RFP. All communications regarding this RFP must be done through the County Attorney’s Office. See Section 1.8, Contact Person.

## **1.2 INTRODUCTION**

The County is seeking proposals for outside legal counsel services to advise and represent the County, in pursuing litigation seeking damages incurred by the County as a result of chemical companies’ contamination of the County’s natural resources with toxic per- and polyfluoroalkyl substances (“PFAS”), on a contingency fee basis.

## **1.3 PURPOSE OF THE PROJECT**

The County is seeking to retain legal counsel with strong qualifications and expertise to advise and represent the County in pursuing litigation seeking damages incurred by the County as a result of the chemical companies’ contamination of the County’s natural resources with toxic PFAS. The selected outside counsel shall provide legal representation to the County in all aspects of the PFAS litigation including any related appeals and counterclaims, from initiation to conclusion, on a contingency fee basis and incur the financial burden and all costs without payment guarantee if such litigation is unsuccessful or does not result in monetary recovery for the County. The selected outside counsel is expected to handle all aspects of the PFAS litigation. The County Attorney’s Office will not be involved with or work jointly with outside counsel in performing any of the services under the Scope of Work. The County’s Selection Committee will recommend up to three most qualified proposers to the Board of County Commissioners (BCC) for consideration and selection. The BCC will make the final selection and final contract execution.

## **1.4 PERIOD OF CONTRACT**

The effective date of the contract will be upon approval by the BCC and will continue through conclusion of the litigation including any potential appeals and counterclaim. The County reserves the right to reject any and all proposals, and generally, to make the award which, in its judgment, will best meet the objectives of the County.

The County reserves the right to withdraw or cancel this RFP at any time without prior notice and the County makes no representations that any contract will be awarded to any proposer responding to this RFP.

## 1.5 QUALIFICATION OF RESPONDENTS

The primary objective of this RFP is the potential selection of the most qualified law firm to represent the County in litigation seeking damages incurred by the County arising out of PFAS contamination.

The firm must be available to meet with and advise County staff and the BCC on a periodic basis upon the County's request. The firm must also be available to appear at meetings of the BCC on a periodic basis upon the County's request.

The firm must possess a demonstrated experience, ability, knowledge and expertise related to complex litigation including mass tort, product liability, multi-district litigation, or class actions.

The firm must submit a proposal meeting all requirements of this RFP, and the proposal must be complete and accurate in all respects.

## 1.6 TIMETABLE

All times referenced herein shall refer to Eastern Standard Time (EST).

The anticipated schedule and deadline for the RFP and Contract approval are as follows:

<u>Activity</u>	<u>Date</u>	<u>Time</u>	<u>Location</u>
RFP available for	09/26/24	12:00 p.m.	Download available at: <a href="https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService">https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService</a>
Deadline for receipt of questions or comments	10/03/24	5:00 p.m.	Submitted to <a href="mailto:SWebber@pbc.gov">SWebber@pbc.gov</a> Email Subject Heading "RFP CA2024-01 Questions/Comments"
Deadline for receipt of proposals	10/10/24	5:00 p.m.	County Attorney's Office 300 North Dixie Hwy, Ste 359 West Palm Beach, FL 33401 "Attention: Sherry Webber Re: RFP CA2024-01"
Selection Committee Meeting	10/17/24	11:00a.m.	Governmental Center 301 N. Olive Avenue, 12 <sup>th</sup> Floor, McEaddy Conference Room W.P.B., FL 33401

Notice and posting of Selection Committee's recommended proposers to BCC	10/18/24	5:00 p.m.	Email to all proposers and posted to <a href="http://discover.pbcgov.org/countyattorney/Pages/default.aspx">http://discover.pbcgov.org/countyattorney/Pages/default.aspx</a>
Deadline for receipt of protests	10/25/24	5:00 p.m.	Submitted to <a href="mailto:SWebber@pbc.gov">SWebber@pbc.gov</a> Email Subject Heading "RFP CA2024-01 PROTEST"
BCC Meeting consideration and selection	11/19/24	TBD	Governmental Center 301 N. Olive Avenue, 6th Floor W.P.B., FL 33401
Contract Start Date	<u>TBD</u>		

**NOTE: County reserves the right to alter the above activities and/or times at the County's sole discretion.**

**1.7 PROPOSAL SUBMISSION**

All proposals must be submitted on 8 ½" x 11" paper.

One (1) unbound original, three (3) bound copies, and one (1) CD containing the complete proposal in pdf format must be received in the County Attorney's Office at the address listed above by **October 10, 2024, 5:00 p.m.** Eastern Time. The original and all copies must be submitted in a sealed envelope or container. The proposer's complete return address must be included on the outer envelope or wrapper enclosing any materials submitted in response to this RFP. The outer envelope or wrapper should be addressed as follows:

Proposer Name  
Address  
Phone No.

Palm Beach County  
Board of County Commissioners  
County Attorney's Office  
300 North Dixie Hwy., Ste 381  
West Palm Beach, Florida 33401  
**Attention: Sherry Webber, Paralegal**  
**RFP Title: Outside Legal Counsel for PFAS Litigation**

**Due Date: October 10, 2024, 5:00 p.m. Eastern Time**

Hand-carried proposals may be delivered to the above address ONLY between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays observed by the County. Regardless of the delivery method, each proposer is responsible for the timely delivery of completed proposals to the County as directed.

Proposers are responsible for informing any commercial delivery services, if used, of all delivery requirements and for insuring that the required address information appears on the outer wrapper or envelope used by such service.

Appendix A, Business Information, must be signed by an officer of the company who is legally authorized to enter into a contractual relationship in the name of the proposer ("Authorized Person"), and proposers must affix their company's corporate seal to the document. In the absence of a corporate seal, proposals must be notarized by a Notary Public.

The submission of a signed proposal by a proposer will be considered by the County as constituting a legal offer by the proposer to perform the required services under the terms in the submitted signed proposal in accordance with this RFP.

#### **1.8 CONTACT PERSON**

The contact person for this RFP is Sherry Webber, Paralegal III, at (561) 355-4389, e-mail address [SWebber@pbc.gov](mailto:SWebber@pbc.gov) or fax number (561) 355-7044 in the County Attorney's Office.

Proposers are advised that from the date of release of this RFP until award of the contract, NO contact with County staff and/or designated Selection Committee members concerning this RFP is permitted, except as authorized by the contact person designated herein.

#### **1.9 CONE OF SILENCE**

Proposers are advised that the "Palm Beach County Lobbyist Registration Ordinance" prohibits a proposer or anyone representing the proposer from communicating with any County Commissioner, County Commissioner's staff, or any County Employee authorized to act on behalf of the Board of County Commissioners to award this contract regarding its proposal, i.e., a "Cone of Silence".

The "Cone of Silence" is in effect from the date/time of the deadline for submission of the proposal, and terminates at the time that the Board of County Commissioners, or a County Department authorized to act on their behalf, awards or approves a contract, rejects all proposals, or otherwise takes action which ends the solicitation process.

Proposers may, however, contact any County Commissioner, County Commissioner's Staff, or any County Employee authorized to act on behalf of the Board of County

Commissioners to award this contract via written communication, i.e., fax, e-mail, or U.S. Mail. See Palm Beach County Code § 2-355.

Violations of the “Cone of Silence” are punishable by a fine of \$250.00 per violation. See id. Any contract entered into in violation of the cone of silence provisions in this section shall render the transaction voidable. Id. at § 2-355(g).

#### **1.10 ADDITIONAL INFORMATION/AMENDMENT(S)**

Any questions, comments (i.e., additional information or clarifications) must be made, in writing via fax, e-mail or U.S. Mail, no later than the date specified and to the address listed in the RFP Timetable (Section 1.6) or fax number or e-mail address listed for the Contact Person (Section 1.8) above. The request must contain the proposer’s name, address, phone number, facsimile number and e-mail address.

Facsimiles must have a cover sheet which includes, at a minimum, the proposer’s name, address, number of pages transmitted, phone number, facsimile number and e-mail address.

Changes to this RFP, when deemed necessary by the County, will be completed only by written Amendment(s) issued prior to the Deadline for receipt of proposals. Proposers should not rely on any representations, statements or explanation other than those made in the RFP or in any Amendment to this RFP. Where there appears to be a conflict between the RFP and any Amendment issued, the last Amendment issued shall prevail.

Amendments to this RFP will be posted on the Palm Beach County Purchasing Department website: <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService> as they are issued. It is the sole responsibility of proposers to routinely check for any Amendments that may have been issued prior to the Deadline for receipt of proposals. Palm Beach County shall not be responsible for the completeness of any RFP package not downloaded from this website or obtained directly from the Palm Beach County Contact Person listed in Section 1.8.

It is the proposer’s sole responsibility to assure receipt of all Amendments. The proposer should verify with the designated Contact Person (see Section 1.8) prior to entering a proposal that all Amendments have been received. Proposers are required to acknowledge the receipt of all Amendments as part of their proposal.



## **SECTION 2 GENERAL TERMS AND CONDITIONS**

### **2.1 PROPOSAL GUARANTEE**

Proposer guarantees their commitment, compliance, and adherence to all requirements of the RFP by submission of their proposal.

### **2.2 MODIFIED PROPOSALS**

Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal until the Deadline for receipt of proposals. The County will only consider the latest proposal submitted.

### **2.3 WITHDRAWAL OF PROPOSALS**

A proposal may be withdrawn only by written notification. Letters of withdrawal received after the Deadline for receipt of proposals will not be accepted unless the contract has been awarded to another vendor or no award has been made within ninety (90) days after the Deadline for receipt of proposals.

Unless withdrawn, as provided in this subsection, a proposal shall be irrevocable until the time that a contract is awarded.

### **2.4 LATE PROPOSALS, LATE MODIFIED PROPOSALS**

Proposals and/or modifications to proposals received after the Deadline for receipt of proposals specified in the RFP Timetable (Section 1.6) are late and shall not be considered.

### **2.5 RFP POSTPONEMENT / CANCELLATION**

The County may, at its sole and absolute discretion, reject any and all, or parts of any and all, proposals; waive any minor irregularities in this RFP or in the proposals received as a result of this RFP; postpone or cancel, at any time, this RFP process; or re-issue this RFP.

### **2.6 COSTS INCURRED BY PROPOSERS**

All expenses incurred with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne by the proposer. No payment will be made for proposals received, nor for any other effort required of or made by the proposers, prior to commencement of work as defined by a contract approved by the Board of County Commissioners.

## **2.7 PROPRIETARY/CONFIDENTIAL INFORMATION**

Any material submitted in response to this Request for Proposal is considered a public document in accordance with Section 119.07, F.S. This includes material which the responding proposer might consider to be confidential. All submitted information that the responding proposer believes to be confidential and exempt from disclosure (i.e., a trade secret or as provided for in Section 119.07 and Section 812.081, F.S.) must be specifically identified as such. Upon receipt of a public records request for such information, a determination will be made as to whether the identified information is, in fact, confidential. Upon receipt of a public records request for information the proposer has designated as a trade secret or as otherwise exempt from Section 119.07, Fla. Stat., a determination will be made whether the identified information is, in fact, confidential.

## **2.8 NEGOTIATIONS**

The County may award a contract on the basis of initial proposals received, without discussions. Therefore, each submitted proposal should contain the proposer's offer.

## **2.9 NO CONFLICT OF INTEREST**

Proposer represents that there is presently no interest and shall acquire no interest, either direct or indirect, which would conflict in any matter with the performance of the services under the contract, as provided in the rules regulating the Florida Bar, Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. Proposer further represents that no person having such conflict of interest shall be employed for said performance of services. Proposer further agrees to comply with County PPM #CW-O-052 regarding outside counsel conflicts of interest. (See Attachment 1, Exhibit C).

## **2.10 LOCAL PREFERENCE / LOCATION OF BUSINESS:**

Pursuant to Section 2-80.47 of the Palm Beach County Code, Local Preference is not applicable to this solicitation; however, unless prohibited by federal, state or local law or where prohibited under the conditions of any grant, the location of a business shall be addressed through the evaluation criteria set forth in this solicitation.

## **2.11 PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS**

Pursuant to Palm Beach County Code, Section 2-421 - 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed County contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any

investigation shall be a violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, F.S., in the same manner as a second degree misdemeanor.

## **2.12 RULES; REGULATIONS; LICENSING REQUIREMENTS**

The proposer shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. Proposers are presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered, to include Executive Order No. 11246 entitled “Equal Employment Opportunity” as amended by Executive Order No. 11375, and as supplemented by the Department of Labor Regulations (41 CFR, Part 60).

## **2.13 CRIMINAL HISTORY RECORDS CHECK**

Pursuant to Palm Beach County Code Section 2-371 – 2-377, the Palm Beach County Criminal History Records Check Ordinance (“Ordinance”), the County will conduct fingerprint based criminal history record checks on all persons not employed by the County who repair, deliver, or provide goods or services for, to, or on behalf of the County. A fingerprint based criminal history record check shall be conducted on all employees of contractors and subcontractors of contractors, including repair persons and delivery persons, who are unescorted when entering a facility determined to be either a critical facility (“Critical Facilities”) or a criminal justice information facility (“CJI Facilities”), which are critical to the public safety and security of the County. County facilities that require this heightened level of security are identified in Resolution R-2013-1470 and R-2015-0572, as amended. In October 2013, compliance with the requirements of the U.S. Federal Bureau of Investigation’s CJI Security Policy was added to the Ordinance, which includes a broad list of disqualifying offenses. The proposer is solely responsible for understanding the financial, schedule, implications, and/or staffing implications of this Ordinance. Further, the proposer acknowledges that its proposal price includes any and all direct or indirect costs associated with compliance of this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the County.

## **2.14 REVIEW OF PROPOSALS**

Each proposal will be reviewed to determine if the proposal is responsive to the RFP. Proposals deemed to be non-responsive will be rejected without being evaluated by the Selection Committee. A responsive proposal is one which has been signed, has been submitted by the specified submission time, and has provided the information required to be submitted with the proposal (as stated in Section 3). While poor formatting, poor documentation, and/or incomplete or unclear information may not be cause to reject a proposal without evaluation, such substandard submissions may adversely impact the evaluation of your proposal, especially information relating to establishing financial/business stability. Proposers who fail to comply with all of the required and/or desired elements of this RFP, do so at their own risk.

## **2.15 EXCEPTIONS TO THE RFP**

All exceptions taken must be specific, and the proposer must indicate clearly what alternative is being offered to allow the County a meaningful opportunity to evaluate the proposal. Proposers are cautioned that submitting an alternative proposal does not relieve the proposer from submitting the “Minimum Requirements” as stated in Section 3. The County is under NO obligation to accept any proposed exceptions or alternatives. Proposer’s must be willing to execute the proposed contract in its current form. Exceptions that change any material term of the Contract, will render the proposal non-responsive, unless the County Attorney approves a change in writing prior to the Selection Committee scoring. In such a case, the change shall be applicable to all Responsive Proposers.

## **2.16 SELECTION PROCESS**

All proposals timely received will be reviewed first by the County Attorney’s Office to determine if each proposer has submitted the required information and met all Proposal Requirements and are therefore a Responsive Proposer (as stated in Section 3). Responsive Proposals shall be referred to the Selection Committee for review and further consideration.

The Selection Committee will evaluate all Responsive Proposals. The Selection Committee may evaluate all Responsive Proposals based solely on the information submitted with the proposal. Accordingly, proposers are urged to ensure that their proposal contains all of the necessary information for the Selection Committee to fairly and accurately evaluate each of the criteria listed below in Section 2.19. However, at the Selection Committee’s sole option, an oral presentation, additional written information, internal staff analysis, proposer presentations, outside consultants, and/or any other information may be obtained, requested or required, at any time during the selection process by the Selection Committee to help the Committee determine the final ranking of Responsive Proposers and to ensure each proposer’s ability to execute the Contract responsibly, efficiently and effectively as may be required in this litigation. The Selection Committee may determine, as the result of additional information, that the impact of this information is significant and it may be considered in the scoring and/or ranking, at the discretion of the Committee. In such event, each Responsive Proposer will be given opportunity to submit similar information if such is appropriate, to assure an equitable evaluation of Responsive Proposals by the Selection Committee.

The Selection Committee shall meet in public session to score each Responsive Proposal by reviewing each Responsive Proposal against the evaluation criteria listed below in Section 2.19. Upon completion of the Selection Committee’s review and discussion of all the Responsive Proposals submitted, each Selection Committee Member shall score and add the scores for a total score for each Responsive Proposal. The scores of each Selection Committee Member for each Responsive Proposals shall be totaled to assign a score for each Responsive Proposal.

After the Selection Committee has developed an overall ranking for each Responsive Proposer, the Committee will then review, discuss, and declare the top ranked Responsive proposers (up to three proposers), and make its recommendation of the top ranked Responsive Proposers (hereafter “Recommended Proposers”) for the BCC’s consideration and selection.

The Selection Committee’s recommendation of the Recommended Proposers will be emailed to all proposers and will be posted at the County Attorney’s Office website at <http://discover.pbcgov.org/countyattony/Pages/default.aspx> until the deadline for receipt of protests set forth in Section 1.6.

The Recommended Proposers must be available to present a five (5) minute presentation highlighting their qualifications to the BCC at a BCC meeting considering final selection which may include BCC questions of the proposer. There is no binding contract with the County until the BCC executes a contract with a Recommended Proposer regardless of Selection Committee assigned score or ranking. The award shall be based on the most advantageous award for the County in the sole and absolute discretion of the BCC. The County reserves the right to cancel and terminate this RFP at any time prior to contract execution.

## **2.17 RIGHT TO PROTEST**

Any proposer may protest the ranking or scoring to the County Attorney, by submitting a written protest addressed to the Contact person listed in Section 1.8, by the deadline for receipt of protests set forth in Section 1.6. The protest shall identify the protestor, reference this RFP CA2024-01, and shall include a factual summary of the basis of the protest. Protests must be submitted in writing, addressed to the Contact person listed in Section 1.8, via email with the subject heading of the email titled as “RFP CA2024-01 PROTEST.” The County Attorney will have the authority and the sole discretion to uphold or deny the protest. The County Attorney will issue a written statement of the determination within a reasonable period of time. The written statement shall provide the general rationale for said determination and shall be provided to the protestor.

## **2.18 EVALUATION CRITERIA**

- |  |   |
|--|---|
| <b>1. Experience/Qualifications/Technical Knowledge and Capabilities/References</b><br>(See Section 3.1) | <b>Weight <u>35</u> % (<u>35</u> pts)</b> |
| <b>2. Resources/Key Personnel and Operations</b> (See Section 3.2)                                       | <b>Weight <u>25</u> % (<u>25</u> pts)</b> |
| <b>3. Fee Proposal</b> (See Section 3.4)   | <b>Weight <u>25</u> % (<u>25</u> pts)</b> |
| <b>4. Location/Accessibility/Availability to County</b> (See Section 3.5)                                | <b>Weight <u>15</u> % (<u>15</u> pts)</b> |

## **2.19 AWARD OF CONTRACT**

The award, if any, will be made to the Responsive Proposer who is a, responsible proposer whose proposal is considered to be the most advantageous to the County based on the BCC's consideration and selection of one Responsive Proposer on the shortlist of up to three (3) recommended by the Selection Committee.

## **2.20 DISCLOSURE OF OWNERSHIP INTERESTS**

Pursuant to a directive by the BCC, the Disclosure of Ownership Interest affidavit (DOIA, Appendix C) must be completed on behalf of any individual or business entity that seeks to do business with the County when applicable. Disclosure does not apply to nonprofit corporations, government agencies, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, F.S., whose interest is for sale to the general public.

Upon request from the County Attorney's Office, after posting the Recommended Proposers, each Recommended Proposer shall submit a completed DOIA (Appendix C) within a reasonable time. If a Recommended Proposer fails to submit a completed DOIA in a timely manner, the County, at its sole discretion, may elect to cancel the recommendation to the BCC for consideration and selection to that Recommended Proposer.

## **2.21 STANDARD CONTRACT PROVISIONS (ATTACHMENT 1)**

The selected proposer will be required to execute a contract similar to the attached Sample Standard Contract (Attachment 1). If a proposer has comments related to any of the provisions in this RFP and/or the Sample Standard Contract, comments must be made, in writing, no later than the date specified in the RFP Timetable (see Section 1.6)

By submitting a proposal, the proposer is representing that the proposer has read, understood, and is willing to be bound by all the terms of the attached Sample Standard Contract provisions (general and specific). The County does, however, retain the right to modify the Sample Standard Contract during the selection process and to remove from consideration any proposer that is unwilling to agree to the suggested modifications. The Recommended Proposers will sign the Sample Standard Contract, as attached and/or as subsequently modified, prior to being presented to the BCC for consideration and selection. The Recommended Proposers shall provide documentation that demonstrates that the individual(s) executing the Contract has the authority to do so and to legally bind the Recommended Proposer. The Recommended Proposers will be presented to the BCC for consideration and selection and for possible approval of the signed Sample Standard Contract by the BCC. The BCC reserves the right to postpone or cancel approval of the Sample Standard Contract, signed by the Recommended Proposer, for any reason at their discretion. Should any Recommended Proposer be unable to agree

to the terms of the Sample Standard Contract, the County may proceed to the next most advantageous proposal as determined by the Selection Committee or issue a new solicitation or cancel the procurement process in its entirety.

## **2.22 COMMENCEMENT OF WORK**

This RFP does not, by itself, obligate the County. The County's obligation will commence when the contract is executed by the Board of County Commissioners. The County will not be responsible for any work done by the proposer, even work done in good faith, if it occurs prior to the contract start date set by the County.

## **2.23 INSURANCE REQUIREMENTS**

Prior to the effective date of the Contract, it shall be the responsibility of the successful proposer to provide evidence of the minimum amounts of insurance coverage specified in Attachment 1, Article 12, to Palm Beach County through the Contact Person set forth in *Section 1.8*, until otherwise notified by County.

The successful proposer shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Contract, insurance coverages and limits (including endorsements) as described herein (see Attachment 1, Article 11). Failure to maintain the required insurance shall be considered default of the Contract. The requirements contained herein, as well as the County's review or acceptance of insurance maintained by the successful proposer, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the successful proposer under the Contract.

## **2.24 SUCCESSFUL PROPOSER NON-DISCRIMINATION POLICY:**

Pursuant to Palm Beach County Resolution R-2017-1770, as may be amended, the successful proposer warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression or genetic information.

## **2.25 DRUG-FREE WORKPLACE CERTIFICATION**

Proposers should submit, with their proposal, an executed Drug Free Workplace Certification (Appendix B) indicating that the proposer has implemented a Drug-Free Workplace Program which meets the requirements of Section 287.087, F.S.

## **2.26 AUTHORIZED SIGNATURE**

The authorized representative signature required on all offers and the Contract must be made by an officer of the company (if applicable).

**2.27 PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING -- F.S. 287.05701**

Proposers are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the County will not request documentation of or consider a Proposer's social, political, or ideological interests when determining if the Proposer is a responsible Proposer. Proposers are further notified that the County's governing body may not give preference to a Proposer based on the Proposer's social, political, or ideological interests.

**2.28 DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN**

Pursuant to F.S. 286.101, as may be amended, by entering into a Contract or performing any work in furtherance hereof, the Proposer certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

**2.29 HIPAA REQUIREMENT:**

As a business associate of the County, the selected proposer shall be required to enter into a Business Associate Agreement with COUNTY (see Attachment 1, Exhibit B), and shall comply with all applicable provisions of the Health Insurance Portability and Accountability Act of 1996, as it has been and may be amended from time to time, and the regulations promulgated thereunder (collectively "HIPAA").

## **SECTION 3 PROPOSAL REQUIREMENTS**

### **PROPOSAL FORMAT AND CONTENT**

#### **Format**

Proposer **shall** submit one (1) unbound original, three (3) bound copies, and one (1) CD containing the complete proposal in pdf format. Proposals should be typed and submitted on 8 ½" x 11" size paper. Copies should be bound using a single method of fastening (e.g., stapled, binder, etc.). Proposals should include only brief and concise narrative. The enclosure of elaborate or unnecessary verbiage or promotional material is discouraged.



## Table of Contents

Proposals should contain a Table of Contents. The Table of Contents outlines, in sequential order, all of the areas of the proposal and it allows for clarity and ease of review of the proposal.

## Letter of Transmittal

Proposals should contain a Letter of Transmittal addressed to Sherry Webber, Paralegal III, and should, at a minimum, contain the following:

- a. Identification of Proposer, including name, address and telephone number.
- b. Proposed working relationship between proposer and subcontractors, if applicable.
- c. Name, title, address, telephone/fax numbers and e-mail address of contact person during period of proposal evaluation.
- d. Signed by a person authorized to bind proposer to the terms of the proposal.

## Technical Proposal

**Proposals shall contain all of the information and documents listed below, each fully completed, signed, and notarized as required.** Failure of a proposer to provide the required information is considered sufficient cause to deem the proposal non-responsive.

The item(s) marked by an asterisk (\*) should be a part of the proposal; however, if these items are omitted, the proposer must submit the item(s) upon request from the County within a time frame specified by the County (normally within two working days of request) or the proposal shall be deemed non-responsive. All other items must be submitted with the proposal or it shall be deemed non-responsive.

Notwithstanding these submittal requirements, the County reserves the right, at its sole discretion, to waive any minor irregularity relating to the proposal. Upon request, it shall be the responsibility of the proposer to address the determined minor irregularity within a time frame specified by the County (normally within two working days of request). Failure of a proposer to provide the required information within the specified time frame is considered sufficient cause to deem the proposal non-responsive.

Each of the following requirements should be addressed in separate sections of the proposal.

**3.1 EXPERIENCE/QUALIFICATION/TECHNICAL KNOWLEDGE AND CAPABILITIES/ REFERENCES**

- 3.1.1 Proposals will be considered from law firms or attorneys. Proposers must demonstrate ability, knowledge, and expertise to provide the services identified in the Scope of Work.
- 3.1.2 Proposer shall submit a detailed statement of their experience, qualifications, and background for providing the services identified in the Scope of Work, specifically identifying any experience in complex litigation related to PFAS contamination, class actions, product liability, mass torts, etc.
- 3.1.3 Proposer shall submit a list of all clients for whom proposer has provided, within the last five (5) years, services similar to the Scope of Work; the lead attorney assigned to said matters; and a contact person (including phone number, address, and e-mail) for each client listed.
- 3.1.4 Proposer shall submit a list of any and all court cases it has filed within the last five (5) years related to of PFAS contamination. For each case, proposer shall provide the case style, date the court case was filed, nature of the resolution (if any), the causes of action raised, the plaintiff(s), and the defendant(s).
- 3.1.5 Proposer shall provide a narrative detailing all potential causes of action, proposed parties to the litigation, recoverable damages if initiating an action on behalf of the County as identified in the Scope of Work, and any potential exposure of risk to the County such as counterclaims, any risk of prevailing party costs and fees (such as allowed by § 501.2105, Fla. Stat. or any other basis), etc.
- 3.1.6 Proposer shall describe the general capabilities including total size and staffing, research capabilities, ability to procure expert witnesses, and available financial resources to provide the services identified in the Scope of Work.
- 3.1.7 Proposer may submit other information and experience that demonstrates the proposer's expertise relative to the Scope of Work.

### **3.2 RESOURCES/KEY PERSONNEL AND OPERATIONS**

The proposer shall provide:

- 3.2.1 The full legal name and organizational structure of the firm.
- 3.2.2 The full name, state of the bar license and license number, and resume/profile of the attorney who will assume primary responsibility for the proposer's obligations under the Contract, and all other attorneys who will provide services under the Contract. All attorneys who provide services under the Contract must be a member in good standing of the state bar, and must personally demonstrate ability, knowledge and expertise relative to the Scope of Work. This section should detail the experience, education, expertise, qualifications, and knowledge of each attorney relative to the Scope of Work, including the length of time that each attorney has practiced law and specialized in the services and matters listed in the Scope of Work.
- 3.2.3 A description of the role of each attorney and other key personnel who will be responsible for providing the services under the Scope of Work or otherwise handling and monitoring the Contract.
- 3.2.4 Identify any attorney(s) of the proposer who has had any disciplinary action, malpractice claim, grievance, criminal action, or like proceeding filed against him or her where a determination in favor of a complainant or a finding of probable cause was entered. Please describe the nature of the complaint(s) and the ultimate resolution.
- 3.2.5 An affirmative statement to the effect that, to your knowledge, the retention of your firm would not result in a conflict of interest with any party in the potential litigation. Alternatively, should any potential conflict exist, specify the party with which there might be a conflict, the nature of the potential conflict, and the means proposed to resolve such conflict. List all governmental entities in Florida that you have a current contractual relationship with and briefly describe the nature of the relationship.
- 3.2.6 A description of the nature and magnitude of any litigation or proceeding whereby, during the past five years, a court or any administrative agency has ruled against your firm in any matter related to the professional activities of the firm. Similar information should be provided for current or pending litigation.

### **3.3 COMMERCIAL NON-DISCRIMINATION**

As a condition of submitting a proposal to the County, the proposer agrees to comply with the County's Commercial Non-discrimination Policy as described in Resolution 2017-1770 as amended. In accordance with Palm Beach County Code

Section 2-80.24, proposer hereby certifies and agrees that the following information is correct: In preparing its response to this solicitation, the proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in the County's Commercial Nondiscrimination Policy as set forth in Resolution 2017-1770 as amended, to wit: discrimination in the solicitation, selection or commercial treatment of any subcontractor, vendor, supplier or commercial customer on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information, or on the basis of any otherwise unlawful use of characteristics regarding the vendor's, supplier's or commercial customer's employees or owners; provided that nothing in this policy shall be construed to prohibit or limit otherwise lawful efforts to remedy the effects of discrimination that have occurred or are occurring in the County's relevant marketplace of Palm Beach County. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the County to reject the proposal submitted by the proposer for this Solicitation, and to terminate any contract awarded based on the response.

At the time of proposal submission, the proposer shall provide to the County a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the proposer discriminated against its subcontractors, vendors, suppliers or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken.

**Indicate your agreement to the foregoing by signing the Price Proposal Page(s).**

In accordance with Palm Beach County Code Section 2-80.24, this certification and agreement must be completed and submitted with the proposal for all solicitations.

### **3.4 FEE PROPOSAL**

The proposer shall submit the attached Fee Proposal Page(s) (Appendix D) filled out and signed.

The County is anticipating a contingency fee proposal. Proposer shall submit detailed contingency fee structure information including the contingency fee percentage rate, itemized costs reimbursement, sliding scale contingency fee percentage rate, any direct and indirect fees and costs, payroll, supplies, overhead

assigned to each person providing services under the Scope of Work, timeframe of when fees and costs are due to proposer, etc.

### **3.5 LOCATION AND ACCESSIBILITY AND AVAILABILITY TO COUNTY**

Proposer shall specify the location(s), including the complete physical address, where the work for this project will be performed, including work performed by subcontractors, if applicable. Points for location shall be determined by each Selection Committee member based upon the requirements of the project.

Proposer shall thoroughly explain its accessibility and availability for meetings, general communications, coordination, and supervision. Proposer shall describe its local availability and degree of accessibility to the County. Describe the logistics of the proposer's accessibility to the County in terms of the geographic location of individuals with primary responsibility for the client relationship with the County, and the travel time and restrictions, if any, to be on site at the County.

### **3.6 AMENDMENTS TO THE RFP**

It is the proposer's responsibility to assure receipt of all amendments. The proposer shall verify with the designated contact person, prior to submitting a proposal, the number of amendments that have been received. Each amendment to the RFP shall be signed by an authorized person and shall be submitted with the proposal or the proposal shall be deemed non-responsive.

### **3.7 ADDITIONAL INFORMATION**

Information considered by the proposer to be pertinent to this project and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Proposers are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials. Appendices should be relevant and brief.

## **SECTION 4 SCOPE OF WORK/SERVICES**

- 4.1** OUTSIDE COUNSEL shall represent the County in pursuing litigation seeking damages incurred by the County as a result of PFAS contamination, including any related appeals or counterclaims.
- 4.2** OUTSIDE COUNSEL shall investigate any potential claims and damages recoverable by the County as a result of PFAS contamination, including filing a lawsuit and litigating to conclusion.

- 4.3** OUTSIDE COUNSEL shall provide to the COUNTY or to the County Attorney's Office any information related to the services performed under the Scope of Work upon request including a summary report of all activities undertaken, if requested, by OUTSIDE COUNSEL.
- 4.4** The COUNTY and the County Attorney's Office shall be notified and consulted upon any potential for resolution for any lawsuit filed on the COUNTY'S behalf including any related appeals or counterclaims. Any potential settlement is subject to the COUNTY's approval.
- 4.5** OUTSIDE COUNSEL acknowledges and agrees that any legal action initiated, undertaken, or continued by OUTSIDE COUNSEL on COUNTY's behalf shall be done so based solely on the COUNTY's reliance on OUTSIDE COUNSEL's expertise, judgment, and recommendation. Accordingly, should attorney's fees, costs, interest, penalties, and/or damages of any kind be awarded or entered against the COUNTY in, or arising from, any legal action initiated, undertaken, or continued by OUTSIDE COUNSEL, then OUTSIDE COUNSEL shall assume responsibility for such.
- 4.6** OUTSIDE COUNSEL shall be familiar with, and shall comply with, all laws and regulations applicable to the services contemplated herein.
- 4.7** The COUNTY reserves the right to terminate the Contract upon notice as provided for in the Contract. Except in the event that the COUNTY terminates the Contract for good cause, OUTSIDE COUNSEL shall be entitled to reasonable legal fees for the actual legal services provided by OUTSIDE COUNSEL prior to termination of this Contract, but only if the COUNTY obtains any monetary recovery as a result of claims litigated by OUTSIDE COUNSEL prior to termination of the Contract.

## **SECTION 5 ATTACHMENTS**

**ATTACHMENT 1 - SAMPLE STANDARD CONTRACT**

**ATTACHMENT 1  
CONTRACT FOR PROFESSIONAL LEGAL SERVICES  
BY AND BETWEEN  
PALM BEACH COUNTY AND \_\_\_\_\_**

THIS CONTRACT is made and entered into on \_\_\_\_\_, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners (“COUNTY”) and \_\_\_\_\_, (“OUTSIDE COUNSEL”), whose Federal Tax Identification number is \_\_\_\_\_.

**WHEREAS**, the COUNTY desires to engage OUTSIDE COUNSEL to provide legal services, advice and representation to the COUNTY and

**WHEREAS**, OUTSIDE COUNSEL desires to provide legal services, advice, and representation to the COUNTY;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements expressed herein the parties agree as follows:

**ARTICLE 1 – LEGAL SERVICES**

OUTSIDE COUNSEL shall perform outside legal counsel services (“Legal Services”), from initiation to conclusion, on behalf of the COUNTY, to pursue litigation to seek damages incurred by the COUNTY as a result of chemical companies’ contamination of the County’s natural resources with toxic per- and polyfluoroalkyl substances (“PFAS”), in accordance with the terms of this Contract, including Exhibit A (Scope of Work/Services) and Exhibit \_\_ (OUTSIDE COUNSEL’S proposal), which are attached hereto and incorporated herein. As used herein, the Legal Services and the term “litigation” shall include any appeals and counterclaims.

The COUNTY’s representative/liason during the performance of this Contract shall be David R.F. Ottey, Chief Assistant County Attorney, telephone number (561) 355-6557 or designee.



The OUTSIDE COUNSEL's representative/liaison during the performance of this Contract shall be (Name, Title) \_\_\_\_\_, telephone number \_\_\_\_\_.

## **ARTICLE 2 - FEE PERCENTAGE**

No payment shall be made by the COUNTY to OUTSIDE COUNSEL for services provided under this Contract; however, in any litigation in which OUTSIDE COUNSEL represents the COUNTY, from initiation to conclusion, as authorized by this Contract, upon any favorable monetary recovery or monetary judgment for the COUNTY, OUTSIDE COUNSEL shall be entitled to a contingency fee rate of \_\_\_\_\_ of all monetary amounts recovered and shall be reimbursed all reasonable and necessary expenses associated with the legal services being rendered as set forth in ARTICLE 3 of this Contract.

## **ARTICLE 3 - EXPENSES AND COSTS**

A. In any litigation in which OUTSIDE COUNSEL represents the COUNTY, from initiation to conclusion, as authorized by this Contract, upon any favorable monetary recovery or monetary judgment for the COUNTY, the COUNTY agrees to reimburse OUTSIDE COUNSEL for its reasonable and necessary expenses and costs incurred during the course of providing the Legal Services. The expenses and costs may include, but are not limited to, out-of-pocket expenses for express mail, long-distance telephone charges, postage, printing and photocopying.

B. All requests for payment of expenses eligible for reimbursement under this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Clerk & Comptroller's Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Legal Services. Long-distance telephone calls shall identify the person(s) called, the purpose of the call, the time, and the cost. Photocopying or printing charges shall give a general description of documents copied or printed and the rate charged. Mileage charges shall identify the destination, number of miles, rate, and purpose of travel. Any out-of-county travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract shall be approved

in writing by the County Attorney or designee, in advance, and paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.

C. OUTSIDE COUNSEL shall maintain adequate records to justify all its charges, expenses and costs of performing the Legal Services for at least five (5) years after termination of this Contract. COUNTY shall have access to such books, records and documents as required for the purpose of inspection or audit during OUTSIDE COUNSEL'S normal business hours, at COUNTY'S expense, upon reasonable written notice.

D. No reimbursement will be made for travel expenses incurred by OUTSIDE COUNSEL to, from, or within Palm Beach County without the prior written authorization of the County Attorney or designee.

E. OUTSIDE COUNSEL shall provide status reports, either oral or in writing, at the request of the County Attorney's Office. At the request of the COUNTY, OUTSIDE COUNSEL shall deliver to the COUNTY all documents and materials prepared by and for the COUNTY in the course of providing the LEGAL SERVICES.

#### **ARTICLE 4 - APPROVAL NECESSARY FOR SETTLEMENT**

The COUNTY shall be notified and consulted upon any potential for resolution for any litigation. Any potential settlement is subject to the COUNTY's approval.

#### **ARTICLE 5 - PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS**

Pursuant to Palm Beach County Code, Section 2-421 - 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed COUNTY contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the COUNTY, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section

2-421 – 2-440, and punished pursuant to Section 125.69, F.S., in the same manner as a second degree misdemeanor.

#### **ARTICLE 6 - TRUTH-IN-NEGOTIATION CERTIFICATE**

OUTSIDE COUNSEL's signature on this Contract shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract are accurate, complete, and current as of the date of this Contract.

#### **ARTICLE 7 – TERM; TERMINATION**

A) This Contract shall be effective upon approval by both parties, and shall remain in place until the conclusion of any litigation relating to PFAS contamination in which OUTSIDE COUNSEL represents the COUNTY; provided, however, that this Contract may be sooner terminated as provided for herein.

B) This Contract may be terminated by the COUNTY, with or without cause, upon ten (10) days' written notice to OUTSIDE COUNSEL. The Contract may be terminated by OUTSIDE COUNSEL upon ninety (60) days' written notice to the COUNTY so long as such termination is consistent with attorney's professional obligations. Upon termination by either party, OUTSIDE COUNSEL shall transfer to the COUNTY all work in progress, completed work, and other materials related to the legal services rendered under this Contract.

C) If OUTSIDE COUNSEL terminates this Contract before completion of any pending litigation being handled pursuant to this Contract, it shall not seek, nor be awarded, any further work as OUTSIDE COUNSEL for the COUNTY on this or any other matter.

#### **ARTICLE 8 - PERSONNEL**

The OUTSIDE COUNSEL represents that it has, or will secure at its own expense, all necessary personnel required to perform the LEGAL SERVICES under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required herein under shall be performed by the OUTSIDE COUNSEL, or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the OUTSIDE COUNSEL's key personnel, as may be listed in Exhibit \_\_, (*fill in the blank*) attached hereto and incorporated herein, must be made known to the COUNTY's representative and written approval must be granted by the COUNTY's representative before said change or substitution can become effective. Specifically, all lawyers performing the LEGAL SERVICES must be members in good standing of an applicable state bar to perform any of the LEGAL SERVICES hereunder.

The OUTSIDE COUNSEL warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the OUTSIDE COUNSEL's personnel (and all subcontractors) will comply with all COUNTY requirements governing conduct, safety, and security while on COUNTY premises.

#### **ARTICLE 9 - SUBCONTRACTING**

The COUNTY reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. If the OUTSIDE COUNSEL uses any subcontractors on this project, the following provisions of this Article shall apply:

A. If the OUTSIDE COUNSEL uses subcontractors, OUTSIDE COUNSEL must ensure that all subcontractors are registered as vendors in the COUNTY's Vendor Self Service System. All subcontractor agreements must include a contractual provision requiring that the subcontractor register in the COUNTY's Vendor Self Service System.

B. If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the OUTSIDE COUNSEL shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

#### **ARTICLE 10 - FEDERAL AND STATE TAX**

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will provide an exemption certificate submitted by the OUTSIDE COUNSEL. The OUTSIDE COUNSEL shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the OUTSIDE COUNSEL authorized to use the COUNTY's Tax Exemption Number in securing such materials.

The OUTSIDE COUNSEL shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

#### **ARTICLE 11 - INSURANCE REQUIREMENTS**

The OUTSIDE COUNSEL shall maintain at its sole expense, in force and effect, at all times during the term of this Contract, insurance coverage and limits (including endorsements) as described herein. Failure to maintain the required insurance shall be considered default of the Contract. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by OUTSIDE COUNSEL, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by OUTSIDE COUNSEL under the Contract. OUTSIDE COUNSEL agrees to notify the COUNTY at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage shall apply on a primary and non-contributory basis.

A. **Commercial General Liability:** OUTSIDE COUNSEL shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

B. **Additional Insured Clause:** The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners" as an Additional Insured. A copy of the endorsement shall be provided to COUNTY upon request.

C. **Business Auto Liability:** OUTSIDE COUNSEL shall maintain Business Auto Liability at a limit of liability not less than **\$500,000** Each Occurrence for all owned, non-owned, and hired automobiles. In the event OUTSIDE COUNSEL owns no automobiles, the Business Auto Liability requirement shall be amended allowing OUTSIDE COUNSEL to maintain only Hired & Non-Owned Auto Liability and shall provide either an affidavit or a letter on company letterhead signed by the OUTSIDE COUNSEL indicating either the OUTSIDE COUNSEL does not own any vehicles, and if vehicles are acquired throughout the term of the Contract, OUTSIDE COUNSEL agrees to purchase "Owned Auto" coverage as of the date of acquisition. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.

D. **Workers' Compensation Insurance & Employer's Liability:** OUTSIDE COUNSEL shall maintain Workers' Compensation & Employer's Liability in accordance with Florida Statute Chapter 440.

E. **Professional Liability:** OUTSIDE COUNSEL shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than **\$1,000,000** Per Occurrence. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of OUTSIDE COUNSEL's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, OUTSIDE COUNSEL warrants the Retroactive Date equals or preceded the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period

(SERP) during the life of this Contract, OUTSIDE COUNSEL shall purchase a SERP with a minimum reporting period not less than three (3) years. The requirement to purchase a SERP shall not relieve the OUTSIDE COUNSEL of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an “occurrence” or “claims – made” form. If coverage is provided on a “claims – made” form the Certificate of Insurance must also clearly indicate the “retroactive date” of coverage.

F. **Waiver of Subrogation:** OUTSIDE COUNSEL hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then OUTSIDE COUNSEL shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should OUTSIDE COUNSEL enter into such an agreement on a pre-loss basis.

G. **Certificates of Insurance:** Prior to the execution of this Contract, OUTSIDE COUNSEL shall deliver to the COUNTY’S representative a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to:

Palm Beach County  
300 North Dixie Hwy, Suite 359  
West Palm Beach, FL 33401  
Attn: David R.F. Ottey, Chief Asst. County Attorney

H. **Umbrella or Excess Liability:** If necessary, OUTSIDE COUNSEL may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under the Umbrella or Excess Liability policy. There is no minimum Per

Occurrence limit of liability under the Umbrella or Excess Liability policy; however, the Annual Aggregate limit shall not be less than the highest “Each Occurrence” limit for either Commercial General Liability or Business Auto Liability. OUTSIDE COUNSEL agrees to endorse COUNTY as an “Additional Insured” on the Umbrella or Excess Liability policy, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a pure/true “Follow-Form” basis.

I. **Right to Revise or Reject:** COUNTY, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

#### **ARTICLE 12 - SUCCESSORS AND ASSIGNS**

The COUNTY and the OUTSIDE COUNSEL each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the OUTSIDE COUNSEL shall assign, sublet, convey, or transfer its interest in this Contract, without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the OUTSIDE COUNSEL.

#### **ARTICLE 13 – REMEDIES**

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Contract shall be originally filed and later held in Palm Beach County. To encourage the prompt and equitable resolution of any litigation that may arise hereunder, the parties hereby waive any rights that either may have to a



trial by jury. No remedy herein conferred upon the parties is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. The parties agree that time is of the essence in the performance of all obligations hereunder. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other further exercise thereof. No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employee of the COUNTY and/or OUTSIDE COUNSEL.

#### **ARTICLE 14 - CONFLICT OF INTEREST**

A) OUTSIDE COUNSEL represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any matter with the performance of the LEGAL SERVICES, as provided in the rules regulating the Florida Bar, Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. OUTSIDE COUNSEL further represents that no person having such conflict of interest shall be employed for said performance of services. OUTSIDE COUNSEL further agrees to comply with COUNTY PPM #CW-O-052 regarding outside counsel conflicts of interest, which is attached hereto as Exhibit C and incorporated herein.

B) OUTSIDE COUNSEL shall promptly notify the COUNTY in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest, or other circumstance which may influence or appear to influence OUTSIDE COUNSEL's judgment or quality of the LEGAL SERVICES being provided. Such written notification shall identify the prospective business association, interest, or circumstance, the nature of work that OUTSIDE COUNSEL may undertake and request an opinion of the COUNTY as to whether the association, interest, or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the OUTSIDE COUNSEL. The COUNTY agrees to notify OUTSIDE COUNSEL of its opinion by certified mail within thirty (30) days of receipt of notification by OUTSIDE COUNSEL. If, in the opinion of the COUNTY, the prospective business association, interest, or circumstance

would not constitute a conflict of interest by OUTSIDE COUNSEL, the COUNTY shall so state in the notification and OUTSIDE COUNSEL shall at its option, enter into said association, interest, or circumstance and it shall be deemed not in conflict of interest with respect to the LEGAL SERVICES.

#### **ARTICLE 15 - PERFORMANCE DURING EMERGENCIES / EXCUSABLE DELAYS**

The OUTSIDE COUNSEL shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the OUTSIDE COUNSEL, or its subcontractor(s), and without their fault or negligence. Such causes include, but are not limited to: acts of God; force majeure; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the OUTSIDE COUNSEL's request, the COUNTY shall consider the facts and extent of any failure to perform the work; and, if the OUTSIDE COUNSEL's failure to perform was without it or its subcontractors' fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY's rights to change, terminate, or stop any or all of the work at any time.

Notwithstanding anything in the foregoing to the contrary, the OUTSIDE COUNSEL agrees and promises that, immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, the COUNTY shall be given "first priority" for all goods and services under this Contract. OUTSIDE COUNSEL agrees to provide all goods and services to the COUNTY immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, at the terms, conditions, and prices as provided in this Contract on a "first priority" basis. OUTSIDE COUNSEL shall furnish a 24-hour phone number to the COUNTY. Failure to provide the goods or services to the COUNTY on a first priority basis immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, shall constitute breach of Contract and subject the OUTSIDE COUNSEL to sanctions from doing further business with the COUNTY.

## **ARTICLE 16 - ARREARS**

The OUTSIDE COUNSEL shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The OUTSIDE COUNSEL further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

## **ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The OUTSIDE COUNSEL shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

The OUTSIDE COUNSEL agrees that copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings or data relating to this Contract which have been created as a part of the OUTSIDE COUNSEL's services or authorized by the COUNTY as a reimbursable expense, whether generated directly by the OUTSIDE COUNSEL or by or in conjunction or consultation with any other party whether or not a party to this Contract, whether or not in privity of contract with the COUNTY or OUTSIDE COUNSEL, and wherever located shall be the property of the COUNTY.

To the extent allowed by Chapter 119, F.S., all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY, or at its expense, will be kept confidential by the OUTSIDE COUNSEL and will not be disclosed to any other party, directly or indirectly, without the COUNTY's prior written consent, unless required by a lawful court order. All drawings, maps, sketches, programs, data bases, reports and other data developed or purchased under this Contract for the COUNTY, or at the COUNTY's expense, shall be and remain the COUNTY's property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any

representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

#### **ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP**

OUTSIDE COUNSEL and all its employees, agents, and servants are, and shall be, in the performance of the LEGAL SERVICES under this Contract, independent contractors and not an employee of the COUNTY. All persons engaged in the LEGAL SERVICES performed by OUTSIDE COUNSEL pursuant to this Contract shall at all times, and in all places, be subject to OUTSIDE COUNSEL's sole discretion, supervision, and control. OUTSIDE COUNSEL shall exercise direct control over the means and manner in which it and its employees, agents, and servants perform the LEGAL SERVICES. OUTSIDE COUNSEL does not have the power or authority to, and agrees that it will not attempt to, bind the COUNTY in any promise, contract, or representation other than as specifically provided for in this Contract.

OUTSIDE COUNSEL warrants and represents that it has not employed or retained any company or person, other than a bona fide employee working solely for OUTSIDE COUNSEL, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for OUTSIDE COUNSEL, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

#### **ARTICLE 19 - CONTINGENT FEE**

The OUTSIDE COUNSEL warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the OUTSIDE COUNSEL, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the OUTSIDE COUNSEL, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

## **ARTICLE 20 - PUBLIC RECORDS, ACCESS AND AUDITS**

The COUNTY shall have the right to request and review OUTSIDE COUNSEL's books and records to verify OUTSIDE COUNSEL's compliance with this Contract, adherence to the EBO Program and its proposal. The COUNTY shall have the right to interview subcontractors and workers at the work site to determine Contract compliance. The OUTSIDE COUNSEL shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of the Contract. OUTSIDE COUNSEL shall retain all books and records pertaining to this Contract, including, but not limited to, subcontractor payment records, for five (5) years after project completion date, The COUNTY and the Palm Beach County Inspector General shall have access to such records as required in this Article for the purpose of inspection or audit during normal business hours, in Palm Beach County at any reasonable time during the five (5) years.

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the OUTSIDE COUNSEL: **(i) provides a service and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2), F.S.**, the OUTSIDE COUNSEL shall comply with the requirements of Section 119.0701, F.S., as it may be amended from time to time. The OUTSIDE COUNSEL is specifically required to:

A. Keep and maintain public records required by the COUNTY to perform services as provided under this Contract.

B. Upon request from the COUNTY's Custodian of Public Records (COUNTY's Custodian) or COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The OUTSIDE COUNSEL further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for

the duration of the contract term and following completion of the Contract, if the OUTSIDE COUNSEL does not transfer the records to the public agency. Nothing contained herein shall prevent the disclosure of or the provision of records to the COUNTY.

D. Upon completion of the Contract, the OUTSIDE COUNSEL shall transfer, at no cost to the COUNTY, all public records in possession of the OUTSIDE COUNSEL unless notified by COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, to keep and maintain public records required by the COUNTY to perform the service. If the OUTSIDE COUNSEL transfers all public records to the COUNTY upon completion of the Contract, the OUTSIDE COUNSEL shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the OUTSIDE COUNSEL keeps and maintains public records upon completion of the Contract, the OUTSIDE COUNSEL shall meet all applicable requirements for retaining public records. All records stored electronically by the OUTSIDE COUNSEL must be provided to COUNTY, upon request of the COUNTY's Custodian or the COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

OUTSIDE COUNSEL acknowledges that it has familiarized itself with the requirements of Chapter 119, F. S., and other requirements of state law applicable to public records not specifically set forth herein. Failure of the OUTSIDE COUNSEL to comply with the requirements of this Article, Chapter 119, F.S. and other applicable requirements of state law, shall be a material breach of this Contract. COUNTY shall have the right to exercise any and all remedies available to it for breach of contract, including but not limited to, the right to terminate for cause.

**IF THE OUTSIDE COUNSEL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OUTSIDE COUNSEL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH**

**COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE,  
WEST PALM BEACH, FL 33401, BY E-MAIL AT  
RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-  
6680.**

**ARTICLE 21 - NON-DISCRIMINATION**

**A. Employer Non-Discrimination**

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R-2017-1770, as may be amended, the OUTSIDE COUNSEL warrants and represents that throughout the term of the Contract, including any renewals thereof, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

**B. Commercial Non-Discrimination**

As a condition of entering into this Contract, the OUTSIDE COUNSEL represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the OUTSIDE COUNSEL shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the OUTSIDE COUNSEL retaliate against any person for reporting instances of such discrimination. The OUTSIDE COUNSEL shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY's relevant marketplace in Palm Beach County. The OUTSIDE COUNSEL understands and agrees that a material

violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. OUTSIDE COUNSEL shall include this language in its subcontracts.

#### **ARTICLE 22 - AUTHORITY TO PRACTICE**

The OUTSIDE COUNSEL hereby represents and warrants that it has, and will continue to maintain, all licenses and approvals required to conduct its business; and, that it will, at all times, conduct its business activities in a professional manner and that all services shall be performed by skilled and competent personnel to the highest professional standards. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

#### **ARTICLE 23 - SEVERABILITY**

If any term or provision of this Contract or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

#### **ARTICLE 24 - PUBLIC ENTITY CRIMES**

As provided in F.S. 287.132-133, by entering into this Contract or performing any work in furtherance hereof, the OUTSIDE COUNSEL certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).



## **ARTICLE 25 - SCRUTINIZED COMPANIES**

A. As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the OUTSIDE COUNSEL certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if OUTSIDE COUNSEL is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the COUNTY.

B. **When contract value is greater than \$1 million:** As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the OUTSIDE COUNSEL certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by OUTSIDE COUNSEL, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal.

## **ARTICLE 26 - MODIFICATIONS OF WORK**

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein, or additions thereto. Upon receipt by the OUTSIDE COUNSEL of the COUNTY's notification of a contemplated change, the OUTSIDE COUNSEL shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change; (2) notify the COUNTY of any estimated change in the completion date; and (3) advise the COUNTY if the contemplated change shall affect the OUTSIDE COUNSEL's ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs, in writing, the OUTSIDE COUNSEL shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY's decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment, and the OUTSIDE COUNSEL shall not commence work on any such change until such written amendment is signed by the OUTSIDE COUNSEL and approved and executed on behalf of Palm Beach County.

**ARTICLE 27 - NOTICE**

All notices required in this Contract shall be sent by certified mail (return receipt requested), hand delivered, or sent by other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Palm Beach County  
300 North Dixie Highway, Suite 359  
West Palm Beach, FL 33401  
Attn: David R.F. Ottey, Chief Asst. County Attorney  
(representative of the COUNTY)

With a copy to:

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If sent to the OUTSIDE COUNSEL, notices shall be addressed to:

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**ARTICLE 28 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the OUTSIDE COUNSEL agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings

other than those stated herein. None of the provisions, terms, and conditions contained in the Contract may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 27 - Modifications of Work.

#### **ARTICLE 29 - REGULATIONS; LICENSING REQUIREMENTS**

The OUTSIDE COUNSEL shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest, collusion and HIPAA. OUTSIDE COUNSEL is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

#### **ARTICLE 30 - COUNTERPARTS**

This Contract, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Contract. The COUNTY may execute the Contract through electronic or manual means. OUTSIDE COUNSEL shall execute by manual means only, unless the COUNTY provides otherwise.

#### **ARTICLE 31 - E-VERIFY – EMPLOYMENT ELIGIBILITY**

OUTSIDE COUNSEL warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov) and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of OUTSIDE COUNSEL's subconsultants performing the duties and obligations of this Contract are registered with the E-Verify System and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

OUTSIDE COUNSEL shall obtain from each of its subconsultants an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. OUTSIDE COUNSEL shall maintain a copy of any such affidavit from

a subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

COUNTY shall terminate this Contract if it has a good faith belief that OUTSIDE COUNSEL has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that OUTSIDE COUNSEL's subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify OUTSIDE COUNSEL to terminate its contract with the subconsultant and OUTSIDE COUNSEL shall immediately terminate its contract with the subconsultant. If COUNTY terminates this Contract pursuant to the above, OUTSIDE COUNSEL shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this Contract was terminated. In the event of such contract termination, OUTSIDE COUNSEL shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

#### **ARTICLE 32 – DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN**

Pursuant to F.S. 286.101, as may be amended, by entering into this Contract or performing any work in furtherance thereof, the OUTSIDE COUNSEL/CONSULTANT certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

#### **ARTICLE 33 – HUMAN TRAFFICKING AFFIDAVIT**

OUTSIDE COUNSEL/CONSULTANT warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. OUTSIDE COUNSEL/CONSULTANT has executed Exhibit D, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

## **ARTICLE 34 - BUSINESS ASSOCIATE AGREEMENT**

As a business associate of the COUNTY, OUTSIDE COUNSEL, including its agents, servants, subcontractors, and employees, shall carry out its obligations under this Contract in compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and regulations promulgated thereunder ("HIPAA Regulations"), all as may have been and may be amended from time to time.

OUTSIDE COUNSEL and the COUNTY shall enter into the Business Associate Agreement ("BAA") attached hereto as Exhibit B, which is hereby incorporated herein as a part of this Contract and which may be updated from time to time by COUNTY in accordance with law. OUTSIDE COUNSEL shall require and ensure that any business associates, agents and/or subcontractors who have access to protected health information, in providing services contemplated by this Contract, enter into a written BAA with OUTSIDE COUNSEL, agreeing in writing to be bound by the same restrictions and conditions that apply to the OUTSIDE COUNSEL with respect to such protected health information.

OUTSIDE COUNSEL shall protect, defend, reimburse, indemnify, and hold the COUNTY, its agents, employees and elected officers, harmless from and against all claims, liability, expense, loss, cost, penalties, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising as a result of the acts or omissions of OUTSIDE COUNSEL, including its agents, employees, servants and subcontractors, relating to the duties and obligations imposed by HIPAA, HITECH, HIPAA Regulations, the BAA, and/or any other business associate agreements relating to the services provided hereunder.

*{This space intentionally left blank}*

**IN WITNESS WHEREOF**, the Mayor of Palm Beach County, Florida, on behalf of the COUNTY, and the OUTSIDE COUNSEL have executed this Contract on the day and year above written.

JOSEPH ABRUZZO  
CLERK AND COMPTROLLER

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

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

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor

WITNESSES:

OUTSIDE COUNSEL:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name (type or print)

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Name (type or print)

\_\_\_\_\_  
Title

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: \_\_\_\_\_  
County Attorney

**EXHIBIT A**  
**SCOPE OF WORK/SERVICES**  
(from RFP No. CA2024-01, Section 4)

- 4.1 OUTSIDE COUNSEL shall represent the County in pursuing litigation seeking damages incurred by the County as a result of PFAS contamination including any related appeals or counterclaims.
- 4.2 OUTSIDE COUNSEL shall investigate any potential claims and damages recoverable by the County as a result of PFAS contamination including filing a lawsuit and litigating to conclusion.
- 4.3 OUTSIDE COUNSEL shall provide to the COUNTY or to the County Attorney's Office any information related to the services performed under the Scope of Work upon request including a summary report of all activities undertaken, if requested, by OUTSIDE COUNSEL.
- 4.4 The COUNTY and the County Attorney's Office shall be notified and consulted upon any potential for resolution for any lawsuit filed on the COUNTY'S behalf including any related appeals or counterclaims. Any potential settlement is subject to the COUNTY's approval.
- 4.5 OUTSIDE COUNSEL acknowledges and agrees that any legal action initiated, undertaken, or continued by OUTSIDE COUNSEL on COUNTY's behalf shall be done so based solely on the COUNTY's reliance on OUTSIDE COUNSEL's expertise, judgment, and recommendation. Accordingly, should attorney's fees, costs, interest, penalties, and/or damages of any kind be awarded or entered against the COUNTY in, or arising from, any legal action initiated, undertaken, or continued by OUTSIDE COUNSEL, including appeals and counterclaims, then OUTSIDE COUNSEL shall assume responsibility for such.
- 4.6 OUTSIDE COUNSEL shall be familiar with, and shall comply with, all laws and regulations applicable to the services contemplated herein.
- 4.7 The COUNTY reserves the right to terminate the Contract upon notice as provided for in the Contract. Except in the event that the COUNTY terminates the Contract for good cause, OUTSIDE COUNSEL shall be entitled to reasonable legal fees for the actual legal services provided by OUTSIDE COUNSEL prior to termination of this Contract, but only if the COUNTY obtains any monetary recovery as a result of claims litigated by OUTSIDE COUNSEL prior to termination of the Contract.

**EXHIBIT B**  
**Business Associate Agreement**  
**Between Palm Beach County and \_\_\_\_\_**

This Business Associate Agreement (“Agreement”) between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as “the County,” and \_\_\_\_\_, hereinafter referred to as “Business Associate,” is executed to ensure that Business Associate will appropriately safeguard protected health information (“PHI”) that is created, received, maintained, or transmitted on behalf of the County in compliance with the applicable provisions of Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended and any related regulations (“HIPAA”), and with Public Law 111-5 of February 17, 2009, known as the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D – Privacy, Sections 13400, *et seq.*, the Health Information Technology and Clinical Health Act, as amended and any related regulations (the “HITECH Act”).

**A. General Provisions**

1. **Meaning of Terms.** The terms used in this Agreement shall have the same meaning as those terms defined in HIPAA.
2. **Regulatory References.** Any reference in this Agreement to a regulatory section means the section currently in effect or as amended.
3. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.

**B. Obligations of Business Associate**

Business Associate agrees that it will:

1. Not use or further disclose PHI other than as permitted or required by this Agreement or as required by law;
2. Use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule with respect to electronic protected health information (“e-PHI”) and implement appropriate physical, technical and administrative safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement;
3. Report in writing to the County any use or disclosure of PHI not provided for by this Agreement of which Business Associate becomes aware, including any security incident (as defined in the HIPAA Security Rule) and any breach of unsecured PHI (as defined in the HIPAA Breach Notification Rule) within three (3) business days of Business Associate’s discovery of the security incident or breach. Business Associate will comply with all applicable provisions of the HIPAA Breach Notification Regulations found at 45 CFR §164.400 *et seq.* when making breach notification to the County. The County shall have sole control over the timing and method of breach notification to



affected individual(s), the Department of Health and Human Services, and, if applicable, the media. Business Associate agrees that, if requested by the County to do so, it will provide breach notification to affected individuals of any breach of unsecured PHI discovered by Business Associate. If requested by the County to make breach notification to affected individuals, Business Associate shall comply with all applicable provisions of the HIPAA Breach Notification Regulations found at 45 CFR §164.400 *et seq.*, and any direction from the County;

4. In accordance with 45 CFR §164.502(e)(1)(ii) and §164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information by requiring such subcontractors to sign an agreement with Business Associate that contains, at a minimum, the same provisions as this Agreement;
5. Make PHI in a designated record set available to the County and to an individual who has a right of access in a manner that satisfies the County's obligations to provide access to PHI in accordance with 45 CFR §164.524 within 30 days of a request;
6. Make any amendment(s) to PHI in a designated record set as directed by the County, or take other measures necessary to satisfy the County's obligations under 45 CFR §164.526;
7. Maintain and make available information required to provide an accounting of disclosures to the County or an individual who has a right to an accounting within 60 days and as necessary to satisfy the County's obligations under 45 CFR §164.528;
8. To the extent that Business Associate is to carry out any of the County's obligations under the HIPAA Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to the County when it carries out that obligation;
9. Make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of the County, available to the Secretary of the Department of Health and Human Services for purposes of determining Business Associate's and the County's compliance with HIPAA and the HITECH Act;
10. Restrict the use or disclosure of PHI if the County notifies Business Associate of any restriction on the use or disclosure of PHI that the County has agreed to or is required to abide by under 45 CFR §164.522; and
11. If the County is subject to the Red Flags Rule (found at 16 CFR §681.1 *et seq.*), Business Associate agrees to assist the County in complying with its Red Flags Rule obligations by: (a) implementing policies and procedures to detect relevant Red Flags (as defined under 16 C.F.R. §681.2); (b) taking all steps necessary to comply with the policies and procedures of the County's Identity Theft Prevention Program (if the County is required to have a Program); (c) ensuring that any agent or third party who performs services on its behalf in connection with covered accounts of the County agrees to implement reasonable policies and procedures designed to detect, prevent,

and mitigate the risk of identity theft; and (d) alerting the County of any Red Flag incident (as defined by the Red Flag Rules) of which it becomes aware, the steps it has taken to mitigate any potential harm that may have occurred, and provide a report to the County of any threat of identity theft as a result of the incident.

12. Business Associate shall protect, defend, reimburse, indemnify and hold the County, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising as a result of a breach of unsecured PHI caused by any act or omission of Business Associate or arising from any other violation of HIPAA or the HITECH Act caused by any act or omission of Business Associate.

**C. Permitted Uses and Disclosures by Business Associate**

The specific uses and disclosures of PHI that may be made by Business Associate on behalf of the County include any uses or disclosures of PHI permitted by HIPAA that are necessary to perform the services that Business Associate has been engaged to perform on behalf of the County.

**D. Termination**

1. The County may terminate this Agreement if the County determines that Business Associate has violated a material term of the Agreement.
2. If either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party's obligations under this Agreement, that party shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate the Agreement if feasible.
3. Upon termination of this Agreement for any reason, the Business Associate shall return to the County all PHI received from the County or created, maintained, or received by the Business Associate on behalf of the County that the Business Associate still maintains in any form. Business Associate shall retain no copies of the PHI. If return is infeasible, the protections of this Agreement will extend to such PHI.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

PALM BEACH COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS

WITNESS:

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
\_\_\_\_\_, County HIPAA Privacy  
Officer/Assistant County Administrator,  
Through Verdenia Baker, County Administrator

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

By: \_\_\_\_\_  
County Attorney

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

WITNESS:

**BUSINESS ASSOCIATE**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

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

## EXHIBIT C

**TO:** ALL COUNTY PERSONNEL  
**FROM:** VERDENIA C. BAKER  
COUNTY ADMINISTRATOR  
**PREPARED BY:** COUNTY ATTORNEY'S OFFICE  
**SUBJECT:** OUTSIDE COUNSEL CONFLICTS OF INTEREST  
**PPM #:** CW-O-052

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**ISSUE DATE**  
January 4, 2017

**EFFECTIVE DATE**  
January 4, 2017

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**PURPOSE:** The purpose of this memorandum is to establish the Board of County Commissioners' policy regarding actual and potential conflicts of interest of outside counsel representing Palm Beach County.

**UPDATES:**

Future updates of this PPM are the responsibility of the County Attorney.

**AUTHORITY:**

Rule 4-1.7, Rules Regulating the Florida Bar.

**POLICY:** The policy of Palm Beach County is to eliminate and limit conflicts of interest by outside counsel in order to prevent the occurrence of all adverse conflicts, resolve any conflicts that may otherwise arise during representation, and to provide a procedure to waive and consent to apparent conflicts of interest which would not adversely affect the interests of Palm Beach County.

Rule 4-1.7 (a) and (b) of the Rules Regulating the Florida Bar provides:

- “(a) Representing Adverse Interests. Except as provided in subdivision (b), a lawyer must not represent a client if:
- (1) the representation of 1 client will be directly adverse to another client; or
  - (2) there is a substantial risk that the representation of 1 or more clients will be materially limited by the lawyer's responsibilities to another client, a former client or a third person or by a personal interest of the lawyer.

- (b) Informed Consent. Notwithstanding the existence of a conflict of interest under subdivision (a), a lawyer may represent a client if:
- (1) the lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client;
  - (2) the representation is not prohibited by law;
  - (3) the representation does not involve the assertion of a position adverse to another client when the lawyer represents both clients in the same proceeding before a tribunal; and
  - (4) each affected client gives informed consent, confirmed in writing or clearly stated on the record at a hearing.”

Under Rule 4-1.7 it is the responsibility of the lawyer to determine if undertaking the representation of a client constitutes a conflict of interest. If a lawyer representing Palm Beach County becomes aware of a conflict or potential conflict, such lawyer shall immediately notify the County Attorney in writing of the circumstances of such conflict of interest and the action which the lawyer is taking to resolve such conflict. It is the individual lawyer’s responsibility to comply with the Standards of Conduct established by the Florida Supreme Court (Rule 3-4).

Any lawyer<sup>1</sup> undertaking representation of Palm Beach County shall not represent any other client with regard to any litigation or other adversary proceeding in which Palm Beach County, a County Commissioner or a county employee (acting in their capacity as a county employee) is named as an adverse party.

All law firms serving as bond counsel or disclosure counsel as selected by the Board of County Commissioners are precluded from serving as underwriter’s counsel on any Palm Beach County bond issue. This prohibition includes all law firms serving as bond counsel or disclosure counsel for issues in which Palm Beach County is a conduit issuer.

A lawyer representing Palm Beach County who has undertaken, or wishes to undertake, representation of a client who has matters or transactions with Palm Beach County which the lawyer believes will not adversely affect his representation of the County shall apply to the County for a waiver under Rule 4-1.7. Examples of waivable conflicts would include representing clients: who have applications planned or pending for development orders or approvals or other land use review of a quasi-legislative nature; who have routine administrative matters; who are seeking permits from Palm Beach County; who have commenced real property foreclosure actions in which Palm Beach County has been named as a defendant having an obviously subordinate interest in the property; who have applications before the Palm Beach County Value Adjustment Board; and in similar non-adverse matters. To undertake or continue all such undertakings to represent such clients, the lawyer shall obtain a waiver as provided herein.

Any lawyer requesting a waiver under Rule 4-1.7 shall identify the prospective client, business association, interest or circumstance, the nature of the work that the attorney may undertake, explain

in writing why he believes the concurrent representation will not violate Rule 4-1.7, and furnish a copy of the written consent of such client. If the County Attorney and County Administrator agree that a waiver as to a particular conflict of interest is in the best interest of Palm Beach County, the County Attorney may consent to such waiver on behalf of the Board of County Commissioners; otherwise, the County Attorney may present such request to the Board of County Commissioners for its consideration.

Palm Beach County retains absolute discretion to object to any concurrent representation which results or has the potential to result in a conflict of interest.

The provisions of this PPM are to be read in conformity with Rule 4-1.7, Rules Regulating the Florida Bar, and the comments thereto.

<sup>1</sup>"Lawyer" as used herein includes the lawyer's law firm, partners and associates.

  
**VERDENIA C. BAKER**  
**COUNTY ADMINISTRATOR**

**Supersession History:**

1. PPM #CW-O-052, issued October 5, 1993
2. PPM #CW-O-052, reviewed and current July 12, 2011

**EXHIBIT D**  
**NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING**  
**AFFIDAVIT**

**Section 787.06(13), Florida Statutes**

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of \_\_\_\_\_  
(OUTSIDE COUNSEL) and attest that OUTSIDE COUNSEL does not use coercion for  
labor or services as defined in section 787.06, Florida Statutes.

**Under penalty of perjury, I hereby declare and affirm that the above stated facts  
are true and correct.**

\_\_\_\_\_  
(signature of officer or representative)      \_\_\_\_\_  
(printed name and title of officer or  
representative)

**State of Florida, County of Palm Beach**

Sworn to and subscribed before me by means of  physical presence or  online  
notarization this, \_\_\_\_\_ day of \_\_\_\_\_, by \_\_\_\_\_  
\_\_\_\_\_.

Personally known  OR produced identification .

Type of identification produced \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:  
State of Florida at large

(Notary Seal)

## **SECTION 6 APPENDICES**

- APPENDIX A - BUSINESS INFORMATION
- APPENDIX B - DRUG-FREE WORKPLACE CERTIFICATION
- APPENDIX C - DISCLOSURE OF OWNERSHIP INTERESTS
- APPENDIX D - FEE PROPOSAL PAGES



**APPENDIX A  
BUSINESS INFORMATION  
RFP NO. CA2024-01**

Full Legal Name of Entity: \_\_\_\_\_  
(Exactly as it is to appear on the Contract/Agreement)

Entity Address: \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_ Fax Number: (\_\_\_\_) \_\_\_\_\_

Form of Entity:

- Corporation
- Limited Liability Company
- Partnership, General
- Partnership, Limited
- Joint Venture
- Sole Proprietorship

Federal I.D. Number: \_\_\_\_\_

(1) If Proposer is a subsidiary, state name of parent company.  
\_\_\_\_\_

Caution: All information provided herein must be as to Proposer (subsidiary) and not as to parent company.

(2) Is Entity registered to do business in the State of Florida? Yes  No

If **yes** to the above, as of what date? \_\_\_\_\_

If not presently registered with the Division of Corporations to do business in the State of Florida as either a Florida or foreign corporation, Proposer acknowledges, by signing below, that if it is the Awardee it will register with the State of Florida prior to the effective date of the contract with Palm Beach County.

**SIGNATURE:** \_\_\_\_\_

**NAME (PRINT):** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**COMPANY:** \_\_\_\_\_

**APPENDIX B**  
**DRUG-FREE WORKPLACE CERTIFICATION**  
**RFP NO. CA2024-01**

IDENTICAL TIE PROPOSALS - In accordance with Section 287.087, F.S., a preference will be given to vendors submitting with their proposals the following certification that they have implemented a drug-free workplace program which meets the requirements of Section 287.087; provided, however, that any preference given pursuant to Section 287.087, shall be made in conformity with the requirements of the Palm Beach County Code, Chapter 2, Article III, Sections 2-80.21 through 2-80.34. In the event tie proposals are received from vendors who have not submitted with their proposals a completed Drug-Free Workplace Certification form, the award will be made in accordance with Palm Beach County's purchasing procedures pertaining to tie proposals.

This Drug-Free Workplace Certification form must be executed and returned with the attached proposal, and received on or before time of proposal submission to be considered. The failure to execute and/or return this certification shall not cause any proposal to be deemed non-responsive.

Whenever two (2) or more proposals which are equal with respect to price, quality, and service are received by Palm Beach County for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
- (4) In the statement specified in number (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation Section 287.087, Florida Statutes.

THIS CERTIFICATION is submitted by \_\_\_\_\_ the  
(Individual's Name)  
\_\_\_\_\_ of \_\_\_\_\_  
(Title/Position with Company/Vendor) (Name of Company/Vendor)

who does hereby certify that said Company/Vendor has implemented a drug-free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

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

**APPENDIX C**  
**DISCLOSURE OF OWNERSHIP INTERESTS**  
**RFP NO. CA2024-01**

TO: **PALM BEACH COUNTY CHIEF OFFICER,  
OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE**

**STATE OF FLORIDA  
COUNTY OF PALM BEACH**

*BEFORE ME*, the undersigned authority, this day personally appeared \_\_\_\_\_, hereinafter referred to as "Affiant," who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant appears herein as:  
[ ] an individual *or*  
[ ] the \_\_\_\_\_ of \_\_\_\_\_.  
*[position—e.g., sole proprietor, president, partner, etc.] [name & type of entity—e.g., ABC Corp., XYZ Ltd. Partnership, etc.].* The Affiant or the entity the Affiant represents herein seeks to do business with Palm Beach County through its Board of County Commissioners.

2. Affiant's address is: \_\_\_\_\_  
\_\_\_\_\_.

3. Attached hereto as Exhibit "A" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater interest in the Affiant's corporation, partnership, or other principal. Disclosure does not apply to nonprofit corporations, government agencies, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

4. Affiant acknowledges that this Affidavit is given to comply with Palm Beach County policy, and will be relied upon by Palm Beach County and the Board of County Commissioners. Affiant further acknowledges that he or she is authorized to execute this document on behalf of the entity identified in paragraph one, if any.

5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct and complete.

*FURTHER AFFIANT SAYETH NAUGHT.*

\_\_\_\_\_  
\_\_\_\_\_, Affiant  
*(Print Affiant Name)*

*The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, [ ] who is personally known to me or [ ] who has produced \_\_\_\_\_ as identification and who did take an oath.*

\_\_\_\_\_  
Notary Public  
*(Print Notary Name)*  
State of Florida at Large  
My Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**

**DISCLOSURE OF OWNERSHIP INTERESTS IN AFFIANT**

Affiant must identify all entities and individuals owning five percent (5%) or more ownership interest in Affiant's corporation, partnership or other principal, if any. Affiant must identify individual owners. For example, if Affiant's principal is wholly or partially owned by another entity, such as a corporation, Affiant must identify the other entity, its address, and the individual owners of the other entity. Disclosure does not apply to any nonprofit corporation, government agency, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

**Name**

**Address**

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**APPENDIX D**  
**FEE PROPOSAL PAGES**  
**RFP NO. CA2024-01**

**Page 1 of 2**

THE PROPOSED CONTINGENCY FEE STRUCTURE IS: \_\_\_\_\_

The itemized costs to be reimbursed in the event of any monetary recovery as a result of any litigation initiated by proposer is as follows:

The itemized direct and indirect fees and costs to be reimbursed in the event of any monetary recovery as a result of any litigation initiated by proposer is as follows:

The overhead assigned to each person providing services under the Scope of Work to be reimbursed in the event of any monetary recovery as a result of any litigation initiated by proposer is as follows:

The timeframe of when the aforementioned fees and costs to be reimbursed in the event of any monetary recovery as a result of any litigation initiated by proposer is as follows:

Any other additional fees or costs not already mentioned to be reimbursed in the event of any monetary recovery as a result of any litigation initiated by proposer is as follows:

The Proposer certifies by signature below the following:

a. No payment shall be made by the COUNTY to Proposer for services provided under the Contract; however, in any litigation in which Proposer represents the COUNTY, from initiation to conclusion, as authorized by the Contract, upon any favorable monetary recovery or monetary judgment for the COUNTY, Proposer shall be entitled to the contingency fee rate, set forth in ARTICLE 2 of the Contract, on all amounts recovered and shall be reimbursed all reasonable expenses associated with the legal services rendered as set forth in ARTICLE 3 of the Contract.

**APPENDIX D  
FEE PROPOSAL PAGES  
RFP NO. CA2024-01**

**Page 2 of 2**

b. This Proposal is current, accurate, complete, and is presented to the County for the performance of this Contract in accordance with all the requirements as stated in this RFP. Proposer expressly recognizes that the County will rely upon the information in the Proposal in entering into the Contract.

c. The Proposal is submitted without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, services, and supplies and is, in all respects, fair and without collusion or fraud.

d. The financial stability to fully perform the terms and conditions as specified herein. The County reserves the right to request financial information from the proposer at any time during the solicitation process and in any form deemed necessary by the County.

**IMPORTANT: FAILURE TO SUBMIT THESE PAGES, INCLUDING ALL REQUIRED INFORMATION AND SIGNATURES, WILL BE CAUSE FOR "IMMEDIATE REJECTION" OF THE ENTIRE PROPOSAL RESPONSE. THIS PAGE MUST BE SIGNED BY AN OFFICER OF THE COMPANY WHO IS LEGALLY AUTHORIZED TO ENTER INTO A CONTRACTUAL RELATIONSHIP IN THE NAME OF THE PROPOSER.**

**NAME (PRINT):** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**COMPANY:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY/STATE/ZIP:** \_\_\_\_\_

**TELEPHONE NO.** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_