

Board of County Commissioners

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County Administrator

Joseph Abruzzo

Procurement Department
www.pbcgov.org/purchasing

REQUEST FOR SUBMITTAL

RFS NO. CA2026-01

Palm Beach County Board of County Commissioners
and
Palm Beach County Attorney's Office
are seeking
Submittals for:

**LEGAL COUNSEL SERVICES RELATING TO PERSONAL INJURY PROTECTION (PIP)
INSURANCE CLAIMS FOR FIRE RESCUE EMERGENCY TRANSPORT SERVICES**

Date issued/available for distribution: April 8, 2026

Respondents **shall** submit one (1) unbound original, four (4) bound copies, and one (1) electronic copy in pdf (CD or flash drive) of the complete submittal which must be received in the Palm Beach County Attorney's Office no later than **April 20, 2026, 4:00 p.m. local time. See Section 1.9 of the RFS for mailing instructions.**

**ENVELOPE MUST BE IDENTIFIED WITH THE
DEADLINE DATE FOR RECEIPT OF SUBMITTALS
AND THE RFS 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 Procurement Department's Vendor Self Service (VSS) system which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If respondent intends to use subcontractors, Respondent 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. As they are issued, all Amendments to solicitations will be posted under the applicable solicitation on our VSS system.

Palm Beach County shall not be responsible for the completeness of any Request for Submittal 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

1.1 ISSUING OFFICE

This Request for Submittal (RFS) is issued for the County of Palm Beach, hereinafter referred to as “County”, by the County Attorney’s Office for the benefit of the Fire Rescue Department. The County Attorney’s Office is the SOLE point of contact concerning this RFS. All communications regarding this RFS must be done through the County Attorney’s Office. See Section 1.10, Contact Person.

1.2 INTRODUCTION

The Palm Beach County Attorney’s Office is seeking proposals for outside legal counsel services to advise and represent the County in matters relating to personal injury protection (“PIP”) insurance claims arising from fire rescue emergency transport services.

1.3 GENERAL INFORMATION

Palm Beach County Fire Rescue provides emergency transports to twenty one (21) area hospitals for approximately 84,000 patients annually, with gross billings and collections of approximately \$69.3 million and \$36.7 million, respectively; of which approximately 10,100 emergency responses are auto-related, with approximately 47%, or 4,700 resulting in ground transport. The County makes no representations about the amount of patients, billings or PIP claims in the future.

1.4 HISTORY AND BACKGROUND

In March 1995, Palm Beach County Fire Rescue began providing emergency transport services. Palm Beach County contracts with a third-party for comprehensive emergency transport billing and collections services.

1.5 PURPOSE OF THE PROJECT

The County is seeking to retain legal counsel with strong qualifications and expertise, and licensed to practice law in the State of Florida, to advise and represent the County in the area of personal injury protection (“PIP”) insurance claims arising from auto-related fire rescue emergency transport services. Outside Counsel shall provide legal advice, representation and services to COUNTY on various matters relating to PIP insurance claims in order to maximize PIP payments, including account and claim review, demand letters, legal action, and other issues relating to claim filing, billing and collections. The selected lawyer or law firm must demonstrate their expertise in providing these services. The selected lawyer or law firm will coordinate its services with the services provided by the County’s third-party emergency transport billing contractor to maximize revenue to the County on auto-related emergency transport accounts.

1.6 PERIOD OF CONTRACT

The Contract shall take effect upon approval by both parties and shall remain in effect for three (3) years, with two (2) one (1) year renewal options under the same terms and conditions stated herein, unless terminated sooner as provided herein.

1.7 QUALIFICATION OF RESPONDENTS

All respondents to this RFS shall have demonstrated experience in supplying such services and shall meet all criteria/requirements identified in this RFS.

1.8 TIMETABLE

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

| <u>Activity</u> | <u>Date</u> | <u>Time</u> | <u>Location</u> |
|--|-------------|-------------|---|
| RFS available for download | 04/08/2026 | 4:00 p.m. | https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService |
| Deadline for receipt of questions and comments | 04/13/2026 | 4:00 p.m. | Submit to: bjohnsto@pbc.gov Subject heading to read: "RFS CA2026-01 Questions/Comments" |
| Deadline for receipt of proposals | 04/20/2026 | 4:00 p.m. | County Attorney's Office Governmental Center 301 N. Olive Ave, Ste. 601 West Palm Beach, FL 33401 "Attn: Beverley Johnstone Re: RFS CA2026-01" |
| Posting of Notice of Intent To Award | 04/23/2026 | 4:00 p.m. | emailed to all proposers and posted to: http://discover.pbcgov.org/countyattorney |
| Anticipated Contract Start Date | 05/05/2026 | | Governmental Center 301 N. Olive Ave, 6th Floor West Palm Beach, FL 33401 |

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

1.9 SUBMITTAL SUBMISSION

All submittals must be sent on 8 ½" x 11" paper.

One (1) unbound original, four (4) bound copies, and one (1) electronic copy in pdf (CD or flash drive) of the complete submittal must be received in the County Attorney's Office by **April 20, 2026, 4:00 p.m. local time**. The original and all copies must be submitted in a sealed envelope or container. The respondent's complete return address must be included on the outer envelope or wrapper enclosing any materials submitted in response to this RFS. The outer envelope or wrapper should be addressed as follows:

Respondent Name
Address
Phone No.

Palm Beach County Board of County Commissioners
County Attorney's Office
301 N. Olive Ave, Suite 601
West Palm Beach, Florida 33401
Attention: Beverley Johnstone

RFS Title: RFS CA2026-01:Legal Counsel Services Relating To Personal Injury Protection (PIP) Insurance Claims For Fire Rescue Emergency Transport Services

Due Date: April 20, 2026, 4:00 p.m. local time

The County Attorney's office hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays observed by the County.

Respondents 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.

The Price Submittal Page(s) (Appendix A) must be signed by an officer of the company who is legally authorized to enter into a contractual relationship in the name of the respondent ("Authorized Person").

The submission of a submittal by a respondent will be considered by the County as constituting a legal offer by the respondent to perform the required services at the proposed pricing identified therein.

1.10 CONTACT PERSON

The Contact Person for this RFS is Beverley Johnstone, Legal Secretary, at (561) 355-2734, e-mail address bjohnsto@pbc.gov in County Attorney's Office.

Respondents are advised that from the date of release of this RFS until award of the contract, NO contact with County staff concerning this RFS is permitted, except as authorized by the contact person designated herein.

1.11 ADDITIONAL INFORMATION / AMENDMENT(S)

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

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

As they are issued, all Amendments to solicitations will be posted under the applicable solicitation on the County's on-line Vendor Self-Service (VSS) System at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. It is the sole responsibility of the respondent to routinely check VSS for any Amendments that may be issued prior to the Deadline for receipt of submittals. The County shall not be responsible for the completeness of any RFS package not downloaded from VSS or obtained directly from the County Contact Person listed in Section 1.10.

It is the respondent's sole responsibility to assure receipt of all Amendments. The respondent should verify with the designated Contact Person prior to submitting a submittal that all Amendments have been received. Respondents are required to acknowledge the receipt of all Amendments as part of their submittal.

SECTION 2 GENERAL TERMS AND CONDITIONS

2.1 SUBMITTAL GUARANTEE

Respondent guarantees their commitment, compliance, and adherence to all requirements of the RFS by submission of their submittal.

2.2 MODIFIED SUBMITTALS

A respondent may submit a modified submittal to replace all or any portion of a previously submitted submittal until the Deadline for receipt of submittals. The County will only consider the latest version of the submittal.

2.3 WITHDRAWAL OF SUBMITTALS

A submittal may be withdrawn only by written notification. Letters of withdrawal received after the Deadline for receipt of submittals 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 submittals.

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

2.4 LATE SUBMITTALS, LATE MODIFIED SUBMITTALS

Submittals and/or modifications to submittals received after the Deadline for receipt of submittals specified in RFS Timetable are late and shall not be considered.

2.5 RFS POSTPONEMENT / CANCELLATION

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

2.6 COSTS INCURRED BY RESPONDENTS

All expenses incurred with the preparation and submission of submittals to the County, or any work performed in connection therewith, shall be borne by the responding party. No payment will be made for submittals received, nor for any other effort required of or made by the respondents.

2.7 PROPRIETARY/CONFIDENTIAL INFORMATION

Any material submitted in response to this Request for Submittal is considered a public document in accordance with Section 119.07, F.S. This includes material which the responding respondent might consider to be confidential. All submitted information that the responding respondent 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.

2.8 NEGOTIATIONS

The County may award a contract on the basis of initial offers received, without discussions. Therefore, each submittal should contain the respondent's best offer.

2.9 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.

2.10 RULES; REGULATIONS; LICENSING REQUIREMENTS

The respondent shall comply with all laws, ordinances, and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. Respondents 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).

2.11 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, R-2015-0572, and R2024-0549, 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.

2.12 REVIEW OF SUBMITTALS

Each submittal will be reviewed to determine if the submittal is responsive to the RFS. Submittals deemed to be non-responsive will be rejected without being evaluated by the County. A responsive submittal 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 submittal. While poor formatting, poor documentation, and/or incomplete or unclear information may not be cause to reject a submittal without evaluation, such substandard submissions may adversely impact the evaluation of your submittal, especially information relating to establishing financial/business stability. Respondents who fail to comply with all of the required and/or desired elements of this RFS, do so at their own risk.

2.13 WAIVER OF MINOR IRREGULARITY

An irregularity in a respondent's submitted submittal is deemed minor for purposes of correction when: (1) its waiver would not deprive the County of its assurance that the contract will be entered into, performed and guaranteed according to its specified requirements, and (2) the irregularity is of such a nature that its waiver would not adversely affect competitive submittals by placing a respondent in a position of advantage over other respondents or by otherwise undermining the necessary common standard of competition. Pricing errors are never considered a minor irregularity.

In situations where a submittal has incomplete, missing or unsigned required documents, which are deemed a minor irregularity, the County may allow the Respondent up to five (5) business days to correct said minor irregularity. The decision whether to waive a minor irregularity is within the sole discretion of the County.

2.14 EXCEPTIONS TO THE RFS

All exceptions taken must be specific, and the respondent must indicate clearly what alternative is being offered to allow the County a meaningful opportunity to evaluate the

submittal. Respondents are cautioned that submitting an alternative submittal does not relieve the respondent from submitting the “Minimum Requirements” as stated in Section 3. The County is under NO obligation to accept any proposed exceptions or alternatives.

2.15 SELECTION PROCESS

All submittals timely received will be reviewed first by the County Attorney’s Office (“Department”) to determine if each respondent has submitted the required information and met all Submittal Requirements (as stated in Section 3). Those submittals fulfilling the Submittal Requirements shall be reviewed and further considered.

The Department will evaluate all responses to this RFS that meet the Submittal Requirements and are deemed responsive. The Department may evaluate all responsive submittals based solely on the information submitted with the submittal. Accordingly respondents are urged to ensure that their submittal contains all the necessary information for the Department to fairly and accurately evaluate each of the criteria listed herein. However, additional written information, internal staff analysis, outside consultants, and/or any other information may be required, at any time during the selection process, to help the Department determine the successful respondent. The Department may determine, as the result of additional information, that the impact of this information is significant and may be considered in the scoring and/or ranking, at the discretion of the Department.

2.16 EVALUATION CRITERIA

- | | |
|--|--|
| 1. Experience / Qualifications Background / References (See Section 3.1) | Weight <u>45</u> % (<u>45</u> pts) |
| 2. Project Approach / Understanding (See Section 3.2) | Weight <u>40</u>% (<u>40</u> pts) |
| 3. Key Personnel and Operations (See Section 3.3) | Weight <u>10</u>% (<u>10</u> pts) |
| 4. Price Submittal (See Section 3.5) | Weight <u>0</u>% (<u>0</u> pts) |
| 5. Business Location / Local Preference | Weight <u>5</u> % (<u>5</u> pts) |

2.17 AWARD OF CONTRACT

The award, if any, will be made to the responsive, responsible respondent whose submittal is considered to be the most advantageous to the County based on the County’s opinion after review of every such submittal including, but not limited to, price.

2.18 STANDARD CONTRACT PROVISIONS (ATTACHMENT 1)

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

The Sample Standard Contract provisions (general and specific) will be incorporated into any contract resulting from this RFS. Should any selected respondent and the County be unable to consummate a written contract, the County may proceed to the next most advantageous submittal or issue a new solicitation or cancel the procurement process in its entirety.

2.19 COMMENCEMENT OF WORK

This RFS does not, by itself, obligate the County. The County's obligation will commence when the contract is approved by the Board of County Commissioners or their designee and upon written notice to the respondent. The County may set a different starting date for the contract. The County will not be responsible for any work done by the respondent, even work done in good faith, if it occurs prior to the contract start date set by the County.

2.20 INSURANCE REQUIREMENTS

Prior to the effective date of the Contract, it shall be the responsibility of the successful respondent to provide evidence of the minimum amounts of insurance coverage specified in Attachment 1, to Palm Beach County through the Contact Person, until otherwise notified by County.

The successful respondent 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). Failure to maintain the required insurance will be considered default of the Contract. The requirements contained herein, as well as County's review or acceptance of insurance maintained by the successful respondent, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the successful respondent under the Contract.

2.21 DRUG-FREE WORKPLACE CERTIFICATION

Respondents should submit with their submittal an executed Drug-Free Workplace Certification (Appendix D) indicating that the respondent has implemented a Drug-Free Workplace Program which meets the requirements of Section 287.087, F.S.

2.22 AUTHORIZED SIGNATURE

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

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

Respondents 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 Respondent's social, political, or ideological interests when determining if the Respondent is a responsible Respondent. Respondents are further notified that the County's governing body may not give preference to a Respondent based on the Respondent's social, political, or ideological interests.

2.24 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 Respondent 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.

2.25 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, the Health Information Technology for Economic and Clinical Health Act, and all related regulations (collectively "HIPAA"), all as may have been and may be amended from time to time.

2.26 NO CONFLICT OF INTEREST

Respondent 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 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. Respondent further represents that no person having such conflict of interest shall be employed for said performance of services. Respondent further agrees to comply with County PPM #CW-O-052 regarding outside counsel conflicts of interest (see Attachment 1, Exhibit D).

SECTION 3 SUBMITTAL REQUIREMENTS

SUBMITTAL FORMAT AND CONTENT

Format

Respondent **shall** submit one (1) unbound original, four (4) bound copies, and one (1) electronic copy in pdf (CD or flash drive) of the complete submittal. Submittals 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.). Submittals should include only brief and concise narrative. The enclosure of elaborate or unnecessary verbiage or promotional material is discouraged.

Table of Contents

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

Letter of Transmittal

Submittals should contain a Letter of Transmittal addressed to the contact person, and should, at a minimum, contain the following:

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

Technical Submittal

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

The items(s) marked by an asterisk (*) should be a part of the submittal; however, if these items are omitted, the respondent 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 submittal shall be deemed non-responsive. All other items must be submitted with the submittal 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 submittal. Upon request, it shall be the responsibility of the respondent to address the determined minor irregularity within a time frame specified by the County (normally within two working days of request). Failure of a respondent to provide the required information within the specified time frame is considered sufficient cause to deem the submittal non-responsive.

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

3.1 EXPERIENCE / QUALIFICATION / BACKGROUND / REFERENCES INFORMATION

3.1.1 Proposals will be considered from law firms or attorneys licensed in the State of Florida. Proposers must demonstrate ability, knowledge, and expertise to provide the services identified in the Scope of Work.

3.1.2 Each 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 providing such services for any ambulance/emergency transport agency. Proposer shall include for each ambulance/emergency transport agency client for each of the past three (3) years, the number of PIP demand letters filed, the number of PIP court cases filed, the amount of revenue generated from the proposer's services, and the amount of attorney's fees received by the proposer.

3.1.3 Each proposer shall submit a list of all clients for whom proposer has provided, within the past three (3) years, services similar to the Scope of Work; the lead attorney assigned to said matters; and a contact person (including phone number and address) for each client listed.

3.1.4 Each proposer shall submit a list of its five (5) most recent PIP insurance related court cases brought to conclusion. For each case, proposer shall provide the case style, the name, address and telephone number of opposing counsel, and a brief summary of the case.

3.1.5 Proposer may submit other information and experience that demonstrates the proposer's expertise relative to the Scope of Work.

3.2 PROJECT APPROACH / UNDERSTANDING INFORMATION

3.2.1 The proposer shall submit a detailed explanation of the applicable processes, procedures, parameters and timelines it will follow to implement the Scope of Work, including but not limited to the timely filing of demand letters and legal action, and coordination of proposer's services with the services of the County's third-party emergency transport billing contractor.

- 3.2.2 The proposer shall submit a sample of the demand letter that it will use.
- *3.2.3 The proposer may submit samples of any other forms and reports that it will use.
- 3.2.4 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. Proposer must be available for in person meetings at Palm Beach County Fire Rescue Headquarters, located at 405 Pike Road, West Palm Beach, Florida, 33411-3815.

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.

- 3.2.5. Proposer shall thoroughly explain its accessibility and ability to meet any required response times.

3.3 KEY PERSONNEL AND OPERATIONS INFORMATION

The proposer shall provide:

- 3.3.1 The full legal name and organizational structure of the firm.
- 3.3.2 The full name, Florida Bar 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 Florida 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.
- 3.3.3 The full name and resume/profile of any other key personnel who will provide services under the Contract. All such personnel 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 all such personnel relative to the Scope of Work, including the length of time that each has specialized in the services and matters listed in the Scope of Work.

- 3.3.4 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.
- 3.3.5 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.
- 3.3.6 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.

3.4 BUSINESS LOCATION / LOCAL PREFERENCE

Pursuant to Section 2-80.47 of the Palm Beach County Local Preference Code, 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.

Respondent shall submit at the time of submittal submission the attached "Certification of Business Location" (Appendix C) (the "Certification") together with a valid Business Tax Receipt issued by the Palm Beach County Tax Collector, unless the respondent is exempt from the Business Tax Receipt requirement by law, which will be used to verify that the respondent had a permanent place of business prior to the issuance of this Notice of Solicitation/Request for Submittal. The Palm Beach County Business Tax Receipt and the Certification are the sole determinant of Business Location/Local Preference eligibility. Errors in the completion of this Certification or failure to submit the completed Certification will cause the respondent to not receive a Business Location/Local Preference.

Local respondents who submit the Certification, together with the required Business Tax Receipt at the time of submittal submission, shall receive five (5) points.

Required Appendices

- 3.5 The proposer shall submit the attached **Price Proposal Page** (Appendix A) filled out and signed.

No payment or reimbursement shall be made by the COUNTY to proposer for services provided under this Contract or related costs; however, in any PIP demand or litigation in which proposer represents the COUNTY, from initiation to

conclusion, as authorized by this Contract, proposer shall be entitled to retain any interest, penalties, postage and/or attorney's fees and costs paid by the insurer, provided that the COUNTY has received full payment of all PIP benefits due or has duly authorized the settlement or compromise of the PIP claim. Proposer acknowledges and agrees that this opportunity for and potential recovery of interest, penalties, postage and/or attorney's fees and costs is full, fair and sufficient consideration and compensation to proposer for all the services rendered and obligations incurred by proposer under this Contract, including but not limited to any out-of-pocket expenses.

Accordingly, as noted in 2.16 above, no points will be awarded for price.

3.6 BUSINESS INFORMATION

Each respondent shall complete and submit the attached Business Information Page (Appendix B).

3.7 AMENDMENTS TO THE RFS

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

3.8 HUMAN TRAFFICKING AFFIDAVIT

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

3.9 ADDITIONAL APPENDICES - ADDITIONAL INFORMATION

Information considered by the respondent 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. Respondents are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials. Appendices should be relevant and brief.

3.10 RELATED ENTITIES

Proposers shall disclose if a proposed subcontractor or supplier is associated with or related to the entity as part of the ownership group, board or management of the entity responding to the solicitation.

SECTION 4

SCOPE OF WORK/SERVICES

- 4.1** OUTSIDE COUNSEL shall perform outside legal counsel services on behalf of COUNTY in the area of personal injury protection (“PIP”) insurance claims arising from auto-related fire rescue emergency transport services. OUTSIDE COUNSEL shall provide legal advice, representation and services to COUNTY on various matters relating to PIP insurance claims in order to maximize PIP payments, including account and claim review, demand letters, legal action, and other issues relating to claim filing, billing and collections.
- 4.2** OUTSIDE COUNSEL must be familiar with, and shall comply with, all laws and regulations applicable to the services contemplated herein, including but not limited to insurance laws and regulations, Section 627.736, Florida Statutes; the Fair Debt Collection Practices Act; and medical confidentiality and patient privacy laws, including HIPAA; all as may be amended from time to time.
- 4.3** OUTSIDE COUNSEL must be available for in person meetings at Palm Beach County Fire Rescue Headquarters, located at 405 Pike Road, West Palm Beach, Florida, 33411-3815. OUTSIDE COUNSEL, including the lead counsel and other key personnel, shall be accessible and available for meetings, telephone calls, general communications, coordination, and supervision.
- 4.4** OUTSIDE COUNSEL shall provide COUNTY with legal advice and counsel in the area of PIP law. This shall include reviewing and rendering advice on all applicable Fire Rescue forms, policies, and protocols in order to maximize PIP payments, including assignment of benefits and countersignature language.
- 4.5** In order to maximize revenue for auto-related emergency transport accounts, OUTSIDE COUNSEL shall coordinate their services and PIP information with the services and PIP information of the County’s third-party emergency transport billing contractor (“Billing Contractor”), in a manner that is cooperative and compliant with any applicable laws, including but not limited to Section 627.736, Florida Statutes, HIPAA, and the Fair Debt Collection Practices Act. OUTSIDE COUNSEL shall perform its services in a manner that does not impede the Billing Contractor’s ability to perform its services, including its timely filing of PIP and/or medical/Medicare/Medicaid insurance claims, and other billing activities. The coordination of services and timeframes between OUTSIDE COUNSEL and the Billing Contractor will be coordinated through Palm Beach County Fire Rescue Finance staff.
- 4.6** Upon receipt of all auto-related account information from the Billing Contractor, OUTSIDE COUNSEL shall promptly undertake a comprehensive review of all said accounts and billing activity to ensure maximum PIP payments to the COUNTY and the appropriateness of any PIP insurer responses. This shall include, but not

be limited to, a review of all PIP claims that have been paid, underpaid, denied, or are unpaid and overdue. OUTSIDE COUNSEL shall take all appropriate action on all such accounts, as warranted, to ensure maximum PIP payments to COUNTY, including timely demand letters and filing of legal action, all as provided for and in accordance with Section 627.736, Florida Statutes, and any other applicable laws.

In order to maximize PIP payments, OUTSIDE COUNSEL's review and action shall include prospective, on-going, and older historical auto-related accounts, as well as pending demands and litigation. Any legal action deemed appropriate by OUTSIDE COUNSEL that falls outside what is authorized by Section 627.736, Florida Statutes, shall require prior approval by the County Attorney's Office.

- 4.7** OUTSIDE COUNSEL shall promptly remit all PIP insurance benefits money received on COUNTY accounts, whether from a demand, litigation or otherwise, to the financial institution "lock box" identified by Palm Beach County Fire Rescue Finance staff, with the following information for each payment: Patient Name, Patient Account Number, Date of Service, Payor's Name, Payment Amount, and any additional information identified as necessary by Palm Beach County Fire Rescue Finance staff; however, as provided for in Section 4.10, OUTSIDE COUNSEL shall be entitled to retain any interest, penalties, postage and/or attorney's fees and costs paid by the insurer, provided that the COUNTY has received full payment of all PIP benefits due or has duly authorized the settlement or compromise of the PIP claim.
- 4.8** On a quarterly basis or other timeframe requested by COUNTY, OUTSIDE COUNSEL shall provide COUNTY Fire Rescue Finance staff and the County Attorney representative with a detailed report, in an industry standard electronic format, of the status of all auto-related accounts referred to OUTSIDE COUNSEL, including, as applicable, the patient name and Fire Rescue account number; the date of service/accident; the name of the insurance company; the date a demand letter was sent; the date litigation was filed, the case style, and the status of such litigation (for example, active, pending, concluded, settled, judgment received, other result, etc.); the date payment was remitted to the COUNTY; the dollar amount received broken down for PIP benefits, interest, penalties, postage, attorney's fees and costs; the reason that full benefits were not paid if applicable (for example, exhaustion of benefits, missing documentation, etc.); the date the file is closed; and any other information requested by the COUNTY or deemed relevant by OUTSIDE COUNSEL. At the COUNTY's request, OUTSIDE COUNSEL shall provide to COUNTY Fire Rescue and the County Attorney other periodic status reports, either oral or in writing, and other documents and materials prepared for the COUNTY or in the course of providing the LEGAL SERVICES.
- 4.9** OUTSIDE COUNSEL shall not use any patient information for any purpose other than to fulfill the scope and terms of this Contract.

- 4.10** No payment or reimbursement shall be made by the COUNTY to OUTSIDE COUNSEL for services provided under this Contract or related costs; however, in any PIP demand or litigation in which OUTSIDE COUNSEL represents the COUNTY, from initiation to conclusion, as authorized by this Contract, OUTSIDE COUNSEL shall be entitled to retain any interest, penalties, postage and/or attorney's fees and costs paid by the insurer, provided that the COUNTY has received full payment of all PIP benefits due or has duly authorized the settlement or compromise of the PIP claim.
- 4.11** OUTSIDE COUNSEL shall not initiate, undertake, or continue any PIP demand or legal action on COUNTY's behalf unless OUTSIDE COUNSEL, based on its best professional judgment and expertise in the area of PIP law, is reasonably certain that COUNTY will prevail. OUTSIDE COUNSEL acknowledges and agrees that any PIP demand or legal action initiated, undertaken, or continued by OUTSIDE COUNSEL on COUNTY's behalf shall be done so based solely on COUNTY's reliance on OUTSIDE COUNSEL's expertise, judgment, and recommendation in the area of PIP law. Accordingly, should attorney's fees, costs, interest, penalties, and/or damages of any kind, be awarded or entered against COUNTY in any PIP demand or legal action initiated, undertaken or continued by OUTSIDE COUNSEL, then OUTSIDE COUNSEL shall assume responsibility for such, and shall promptly indemnify, and remit payment to, COUNTY to fully cover the amounts of any and all such attorney's fees, costs, interest, penalties, and/or damages of any kind, and otherwise make COUNTY whole.

SECTION 5 ATTACHMENTS

ATTACHMENT 1 SAMPLE STANDARD CONTRACT

CONTRACT EXHIBIT A- SCOPE OF WORK/SERVICES

CONTRACT EXHIBIT B- BUSINESS ASSOCIATE AGREEMENT

CONTRACT EXHIBIT C - NON GOVERNMENTAL ENTITY HUMAN TRAFFICKING
AFFIDAVIT

CONTRACT EXHIBIT D - COUNTY PPM CW-O-052

CONTRACT EXHIBIT E - RFS NO. CA2026-01

CONTRACT EXHIBIT F - OUTSIDE COUNSEL'S PROPOSAL

ATTACHMENT 1
SAMPLE STANDARD CONTRACT
CONTRACT FOR PROFESSIONAL LEGAL SERVICES
(Contract No. CA2026-01)

This Contract No. CA2026-01 is made as of this _____ day of _____, 202_, by and 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 (OUTSIDE COUNSEL's Legal Name and Address) _____, (select the applicable type from the following types of entities describing OUTSIDE COUNSEL) an individual, a partnership, a corporation, a limited liability company, or specify another authorized to do business in the State of Florida, hereinafter referred to as the OUTSIDE COUNSEL .

In consideration of the mutual promises contained herein, the COUNTY and the OUTSIDE COUNSEL agree as follows:

ARTICLE 1 – LEGAL SERVICES

OUTSIDE COUNSEL shall perform outside legal counsel services (“Legal Services”) on behalf of COUNTY in the area of personal injury protection (“PIP”) insurance claims arising from auto-related fire rescue emergency transport services in accordance with the terms of this Contract, including Exhibit A (Scope of Work/Services) and Exhibit F (OUTSIDE COUNSEL’S submittal dated _____), both of which are attached hereto and incorporated herein.

The COUNTY’s representative/liaison during the performance of this Contract shall be Sharon Burrows, Assistant County Attorney, telephone number (561) 355-2734, or designee.

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

ARTICLE 2 - ORDER OF PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of the Contract, including Exhibit A (Scope of Work/Services) and Exhibit B (Business Associate Agreement); (2) Exhibit E (the provisions of RFS No. CA2026-01 and all Amendments thereto); (3) Exhibit F, OUTSIDE COUNSEL’s submittal dated _____; and (4) all other documents, if any, cited herein or incorporated herein by reference. All exhibits are attached hereto and incorporated herein by reference.

ARTICLE 3 – TERM

This Contract shall take effect upon approval by both parties and shall remain in effect for three (3) years, with two (2) one (1) year renewal options under the same terms and conditions stated herein, unless terminated sooner as provided for herein.

ARTICLE 4 - FEES

- A. No payment or reimbursement shall be made by the COUNTY to OUTSIDE COUNSEL for services provided under this Contract or related costs; however, in any PIP demand or litigation in which OUTSIDE COUNSEL represents the COUNTY, from initiation to conclusion, as authorized by this Contract, OUTSIDE COUNSEL shall be entitled to retain any interest, penalties, postage and/or attorney's fees and costs paid by the insurer, provided that the COUNTY has received full payment of all PIP benefits due or has duly authorized the settlement or compromise of the PIP claim. OUTSIDE COUNSEL acknowledges and agrees that this opportunity for and potential recovery of interest, penalties, postage and/or attorney's fees and costs is full, fair and sufficient consideration and compensation to OUTSIDE COUNSEL for all the services rendered and obligations incurred by OUTSIDE COUNSEL under this Contract, including but not limited to any out-of-pocket expenses.
- B. Out of Pocket Expenses The COUNTY shall not be responsible for any expenses or costs related to OUTSIDE COUNSEL's provision of services under this Contract. Any such expenses or costs shall be the responsibility of OUTSIDE COUNSEL, including, but not limited to, court filing fees and costs, deposition costs, travel expenses, expert witness and consultant fees, photocopying charges, long distance telephone charges, express mail or federal express charges, courier charges, facsimile charges, postage, printing, and research costs.

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/MOST FAVORED CUSTOMER

Signature of this Contract by the OUTSIDE COUNSEL shall also constitute the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete, and current as of the date of the Contract and no higher than those charged the OUTSIDE COUNSEL's most favored customer for the same or substantially similar service.

ARTICLE 7 - TERMINATION

- A. This Contract may be terminated by the OUTSIDE COUNSEL upon sixty (60) days prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the OUTSIDE COUNSEL.
- B. This Contract may also be terminated, in whole or in part, by the COUNTY, **with cause** upon five (5) business days written notice to the OUTSIDE COUNSEL or **without cause** upon ten (10) business days written notice to the OUTSIDE COUNSEL.
- C. Upon termination by either party, OUTSIDE COUNSEL shall transfer to the COUNTY all work in progress, completed work, and other documents and materials prepared for the COUNTY or in the course of providing the Legal Services. 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 services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereinunder 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 F 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.

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

All 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 - CRIMINAL HISTORY RECORDS CHECK

The OUTSIDE COUNSEL, OUTSIDE COUNSEL's employees, subcontractors of OUTSIDE COUNSEL and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 – 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolutions R-2013-1470, R-2015-0572, and R2024-0549, as amended. The OUTSIDE COUNSEL is solely responsible for understanding the financial, schedule, and/or staffing implications of this Ordinance. Further, the OUTSIDE COUNSEL acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Contract may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and above referenced Resolutions, as amended. COUNTY staff representing the COUNTY department will contact the OUTSIDE COUNSEL(s) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The OUTSIDE COUNSEL shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the contract and return them to the COUNTY. If the OUTSIDE COUNSEL or its subcontractor(s) terminates an employee who has been issued a badge, the OUTSIDE COUNSEL must notify the COUNTY within two (2) hours. At the time of termination, the OUTSIDE COUNSEL shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the OUTSIDE COUNSEL if the OUTSIDE COUNSEL : 1) does not comply with the requirements of County Code Section 2-371 – 2-377, as amended; 2) does not contact the COUNTY regarding a terminated OUTSIDE COUNSEL employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

ARTICLE 10 - 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. The OUTSIDE COUNSEL is encouraged to seek additional

small business enterprises (SBEs) for participation in subcontracting opportunities. 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 11 - 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 12 - AVAILABILITY OF FUNDS

The COUNTY's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Board of County Commissioners for subsequent fiscal years.

ARTICLE 13 - INSURANCE REQUIREMENTS

Prior to execution of this Contract, the OUTSIDE COUNSEL shall provide evidence of the following minimum required insurance coverage and limits (such as through a Certificate of Insurance) to COUNTY, c/o County Attorney's Office, 301 N. Olive Ave, Ste 601, West Palm Beach, FL 33401, Attention: Sharon Burrows, Assistant County Attorney, until otherwise notified by the COUNTY.

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 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 each subsequent renewal of this Contract, or within forty-eight (48) hours of a request by COUNTY, and prior to expiration of any of the required coverage throughout the term of this Contract, the OUTSIDE COUNSEL shall deliver to the COUNTY a signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Contract have been obtained and are in force and effect. The Certificate Holder shall read:
- Palm Beach County Board of County Commissioners
Insurance Compliance
PO Box 100085 – DX
Duluth, GA 30096
- 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 14 - INDEMNIFICATION

OUTSIDE COUNSEL shall protect, defend, reimburse, indemnify and hold harmless the COUNTY, its agents, employees and elected officials from and against any and all claims, liability, loss, expense, 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 during and as a result of its performance of the terms of this Contract or due to the acts or omissions of OUTSIDE COUNSEL.

ARTICLE 15 - DIGITAL ACCESSIBILITY COMPLIANCE

OUTSIDE COUNSEL acknowledges that the County is a public entity subject to Title II of the Americans with Disabilities Act (ADA) and applicable federal accessibility regulations. OUTSIDE COUNSEL represents and warrants that all websites, web-based applications, digital services, electronic documents, multimedia, and other electronic content created, developed, provided, submitted, maintained, or delivered under this Contract that may be electronically displayed, accessed, distributed, or made available to the public by the County shall conform to the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, or any successor standard adopted by the U.S. Department of Justice.

All electronic documents submitted to the County, including but not limited to PDFs, reports, forms, presentations, and public-facing materials, shall be provided in an accessible format compliant with the applicable accessibility standard at the time of delivery.

OUTSIDE COUNSEL shall ensure that any updates, revisions, or modifications to such digital content remain compliant throughout the term of this Contract. Upon request, OUTSIDE COUNSEL shall provide documentation reasonably demonstrating accessibility compliance. If any deliverable is determined by the County to be noncompliant, OUTSIDE COUNSEL shall promptly remediate the noncompliance at no additional cost to the County and within a timeframe specified by the County. OUTSIDE COUNSEL shall ensure that any third-party digital content or platforms used in performance of this Contract either comply with the requirements herein or that an accessible alternative acceptable to the County is provided.

Failure to comply with this subsection shall constitute a material breach of this Contract.

ARTICLE 16 - 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. 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 17 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party 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 now or hereafter existing at law, or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or 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 employees of the COUNTY and/or OUTSIDE COUNSEL.

ARTICLE 18 - CONFLICT OF INTEREST

The OUTSIDE COUNSEL represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Chapter 112, Part III, F.S. and the Palm Beach County Code of Ethics. The OUTSIDE COUNSEL further represents that no person having any conflict of interest shall be employed for said performance or 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 D and incorporated herein.

The OUTSIDE COUNSEL shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence, or appear to influence, the OUTSIDE COUNSEL's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the 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 the OUTSIDE COUNSEL of its opinion by certified mail within thirty (30) days of receipt of notification by the OUTSIDE COUNSEL. If, in the opinion of the COUNTY, the prospective business

association, interest or circumstance would not constitute a conflict of interest by the OUTSIDE COUNSEL, the COUNTY shall so state in the notification and the 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 services provided to the COUNTY by the OUTSIDE COUNSEL under the terms of this Contract.

ARTICLE 19 - 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 20 - 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 21 - 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. Upon expiration or earlier termination of this Contract, OUTSIDE COUNSEL shall transfer to the COUNTY all documents and materials prepared for the COUNTY or in the course of providing the Legal Services.

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 22 - INDEPENDENT CONTRACTOR RELATIONSHIP

The OUTSIDE COUNSEL is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent OUTSIDE COUNSEL and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the OUTSIDE COUNSEL's sole direction, supervision, and control. The OUTSIDE COUNSEL shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the OUTSIDE COUNSEL's relationship, and the relationship of its employees, to the COUNTY shall be that of an Independent OUTSIDE COUNSEL and not as employees or agents of the COUNTY.

The OUTSIDE COUNSEL does not have the power or authority to bind the COUNTY in any promise, agreement, or representation other than specifically provided for in this Contract.

ARTICLE 23 - 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 24 - 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, and its submittal. 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 25 - 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 R2025-0748, as 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, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

ARTICLE 26 - 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 reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

ARTICLE 27 - 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 28 - 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 29 - 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, the Health Information Technology for Economic and Clinical Health Act, and all related regulations (collectively "HIPAA"), 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 harmless the COUNTY, its agents, employees and elected officers, from and against any

and all claims, liability, expense, loss, cost, penalties, damages and/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 and the BAA, and/or any other business associate agreements relating to the services provided hereunder.

ARTICLE 30 - 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 section 287.135, Florida Statutes, as may be amended, 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 Terrorism Sectors List created pursuant to section 215.473, Florida Statutes, as may be amended, or is engaged in business operations in Cuba or Syria. Pursuant to section 287.135(3)(a), Florida Statutes, as may be amended, if OUTSIDE COUNSEL is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or been engaged in business operations in Cuba or Syria, or has been placed on a list created pursuant to section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, this Contract may be terminated at the option of the COUNTY.

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 section 287.135, Florida Statutes, as may be amended. Said certification must also be submitted at the time of Contract renewal, if applicable.

ARTICLE 31 - 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 32 - 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
301 N. Olive Ave, Ste. 601
West Palm Beach, Florida 33401
Attn: Sharon Burrows, Senior Asst. County Attorney
(representative of the COUNTY)

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

ARTICLE 33 - 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 31- Modifications of Work.

ARTICLE 34 - 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 and collusion. 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 35 - 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 36 - 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)(f), 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 37 – 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 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 38 – PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING – F.S. 287.05701

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

ARTICLE 39 – HUMAN TRAFFICKING AFFIDAVIT

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

THE REST OF THIS PAGE WAS LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the Director of Procurement 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.

PALM BEACH COUNTY, FLORIDA FOR ITS
BOARD OF COUNTY COMMISSIONERS
BY JESSICA COMIS
PROCUREMENT DIRECTOR

Jessica Comis, Director

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

CONTRACT EXHIBIT A
SCOPE OF WORK/SERVICES
Contract No. CA2026-01
(To be completed upon Award of Contract)

CONTRACT EXHIBIT B

**Business Associate Agreement
Between Palm Beach County and _____**

**Business Associate Agreement
Between Covered Entity and Business Associate**

This Business Associate Agreement (“Agreement”) between Palm Beach County, hereinafter referred to as “Covered Entity,” 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 Covered Entity 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 for Economic 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.
4. **Conflict.** This Agreement is hereby incorporated into all past, present and future agreements and relationships between Covered Entity and Business Associate pursuant to which PHI is created, maintained, received or transmitted by Business Associate from or on behalf of Covered Entity in any form or medium whatsoever. In the event of any conflict between the provisions of any such agreement or relationship and this Agreement, the provisions of this Business Associate Agreement shall prevail.

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 Covered Entity 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 Covered Entity. The Covered Entity 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 Covered Entity 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 Covered Entity 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 Covered Entity;
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 Covered Entity and to an individual who has a right of access in a manner that satisfies the Covered Entity'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 Covered Entity, or take other measures necessary to satisfy the Covered Entity's obligations under 45 CFR §164.526;
7. Maintain and make available information required to provide an accounting of disclosures to the Covered Entity or an individual who has a right to an accounting within 60 days and as necessary to satisfy the Covered Entity's obligations under 45 CFR §164.528;
8. To the extent that Business Associate is to carry out any of the Covered Entity's obligations under the HIPAA Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to the Covered Entity 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 Covered Entity, available to the Secretary of the Department of Health and

Human Services for purposes of determining Business Associate's and the Covered Entity's compliance with HIPAA and the HITECH Act;

10. Restrict the use or disclosure of PHI if the Covered Entity notifies Business Associate of any restriction on the use or disclosure of PHI that the Covered Entity has agreed to or is required to abide by under 45 CFR §164.522; and
11. If the Covered Entity is subject to the Red Flags Rule (found at 16 CFR §681.1 *et seq.*), Business Associate agrees to assist the Covered Entity 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 Covered Entity's Identity Theft Prevention Program(if the Covered Entity 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 Covered Entity agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft; and (d) alerting the Covered Entity 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 Covered Entity of any threat of identity theft as a result of the incident.
12. If Palm Beach County is the Covered Entity, then Business Associate shall protect, defend, reimburse, indemnify and hold harmless the Covered Entity, its agents, employees and elected officers 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 Covered Entity 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 Covered Entity.

D. Termination

1. The Covered Entity may terminate this Agreement if the Covered Entity 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, Business Associate shall return to the Covered Entity all PHI received from the Covered Entity, or created, maintained, or received by Business Associate on behalf of the Covered Entity that Business Associate still maintains in any form. To the extent permitted by law, Business Associate shall retain no copies of the PHI. If return is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures to those purposes that make the return of the PHI infeasible.

Agreed to this _____ day of _____, 20__.

COVERED ENTITY

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

WITNESS:

Signature

By: _____
Tracy Ellison, County HIPAA Privacy Officer/Deputy County Administrator, Through Joseph Abruzzo, County Administrator

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____

APPROVED AS TO TERMS AND CONDITIONS

By: _____

WITNESS:

Signature

Name

BUSINESS ASSOCIATE

By: _____
Signature

Name and Title

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____

APPROVED AS TO TERMS AND CONDITIONS

By: _____

CONTRACT EXHIBIT C
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 _____
(CONTRACTOR) and attest that CONTRACTOR 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 _____, County of _____

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 _____ at large

(Notary Seal)

CONTRACT EXHIBIT D

COUNTY PPM CW-O-052

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

ISSUE DATE
January 4, 2017

EFFECTIVE DATE
January 4, 2017

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.

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- (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 lawyer¹ 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.

¹"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

CONTRACT EXHIBIT E

RFS NO. CA2026-01

**LEGAL COUNSEL SERVICES RELATING TO PERSONAL INJURY PROTECTION
(PIP) INSURANCE CLAIMS FOR FIRE RESCUE EMERGENCY TRANSPORT
SERVICES**

CONTRACT EXHIBIT F
OUTSIDE COUNSEL'S PROPOSAL DATED _____

SECTION 6 APPENDICES TO RFS

- APPENDIX A - PRICE SUBMITTAL PAGE(S)
- APPENDIX B - BUSINESS INFORMATION
- APPENDIX C - CERTIFICATION OF BUSINESS LOCATION
- APPENDIX D - DRUG-FREE WORKPLACE CERTIFICATION

**APPENDIX A
PRICE SUBMITTAL PAGE(S)
RFS NO. CA2026-01**

The *Respondent* certifies by signature below the following:

- a. No payment or reimbursement shall be made by the COUNTY to proposer for services provided under this Contract or related costs; however, in any PIP demand or litigation in which proposer represents the COUNTY, from initiation to conclusion, as authorized by this Contract, proposer shall be entitled to retain any interest, penalties, postage and/or attorney's fees and costs paid by the insurer, provided that the COUNTY has received full payment of all PIP benefits due or has duly authorized the settlement or compromise of the PIP claim. Proposer acknowledges and agrees that this opportunity for and potential recovery of interest, penalties, postage and/or attorney's fees and costs is full, fair and sufficient consideration and compensation to proposer for all the services rendered and obligations incurred by proposer under this Contract, including but not limited to any out-of-pocket expenses.
- b. This Submittal 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 RFS.
- c. The Submittal is submitted without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Submittal 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 respondent at any time during the solicitation process and in any form deemed necessary by the County.

Note: Failure to certify and submit the required information, if applicable, shall deem your submittal non-responsive.

IMPORTANT: FAILURE TO SUBMIT THESE PAGES, INCLUDING ALL REQUIRED INFORMATION AND SIGNATURES, WILL BE CAUSE FOR "IMMEDIATE REJECTION" OF THE ENTIRE SUBMITTAL RESPONSE.

NAME (PRINT): _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

TELEPHONE NO. _____

SIGNATURE: _____

**APPENDIX B
BUSINESS INFORMATION
RFS NO. CA2026-01**

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 Respondent is a subsidiary, state name of parent company.

Caution: All information provided herein must be as to Respondent (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, Respondent 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 C
CERTIFICATION OF BUSINESS
RFS NO. CA2026-01

In accordance with the Palm Beach County Local Preference Code, a preference may be given to: (1) respondents having a permanent place of business in Palm Beach County ("County"); or (2) respondents having a permanent place of business in the Glades that are able to provide the goods, services or construction to be utilized or built within the Glades. To receive a local preference, respondents must have a permanent place of business within the County or the Glades, as applicable, prior to the County's issuance of any solicitation. A Business Tax Receipt which is issued by the Palm Beach County Tax Collector, authorizes the respondent to provide the goods/services to be purchased, and will be used to verify that the respondent had a permanent place of business prior to the issuance of the solicitation. The respondent must submit this Certification of Business Location ("Certification") along with the required Business Tax Receipt at the time of submittal submission. The Business Tax Receipt and this Certification are the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the respondent to not receive a local preference.

In instances where the respondent is exempt by law from the requirement of obtaining a Business Tax Receipt, the respondent must: (a) provide a citation to the specific statutory exemption; and (b) provide other documentation which clearly establishes that the respondent had a permanent place of business within the County or the Glades prior to the date of issuance of the solicitation. The County hereby retains the right to contact said respondent for additional information related to this requirement after the submittal due date.

I. Respondent is a:

_____ Local Business: A local business has a permanent place of business in Palm Beach County.

(Please indicate):

_____ Headquarters located in Palm Beach County
_____ Permanent office or other site located in Palm Beach County from which a vendor will produce a substantial portion of the goods or services.

_____ Glades Business: A Glades business has a permanent place of business in the Glades.

(Please indicate):

_____ Headquarters located in the Glades
_____ Permanent office or other site located in the Glades from which a vendor will produce a substantial portion of the goods or services.

II. The attached copy of respondent's County Business Tax Receipt verifies respondent's permanent place of business.

THIS CERTIFICATION is submitted by _____, as
(Name of Individual)

_____, of _____
(Title/Position) (Firm Name of Respondent)

who hereby certifies that the information stated above is true and correct and that the County Business Tax Receipt is a true and correct copy of the original. Further, it is hereby acknowledged that any misrepresentation by the respondent on this Certification will be considered an unethical business practice and be grounds for sanctions against future County business with the respondent.

REVISED 09/22/2022

(Signature)

(Date)

APPENDIX D
DRUG-FREE WORKPLACE CERTIFICATION
RFS NO. CA2026-01

IDENTICAL TIE SUBMITTALS - In accordance with Section 287.087, F.S., a preference will be given to vendors submitting with their submittals 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 submittals are received from vendors who have not submitted with their submittals a completed Drug-Free Workplace Certification form, the award will be made in accordance with Palm Beach County's procurement procedures pertaining to tie submittals.

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

Whenever two (2) or more submittals 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 submittal 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