

Board of County Commissioners

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REQUEST FOR PROPOSAL

RFP NO. CA2023-01

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

WORKER'S COMPENSATION LEGAL SERVICES

Date issued/available for distribution: August 23, 2023

Proposer **shall** submit one (1) unbound original hardcopy, four (4) bound hardcopies, flash drive containing the complete proposal, with all copies signed by an official with the authority to bind the proposer in its proposal, to be received in the **PALM BEACH COUNTY ATTORNEY'S OFFICE** no later than **September 7, 2023, 4:00 p.m. Eastern Standard Time**. Regardless of the method of delivery, each proposer is responsible for timely delivery of completed proposals to the County as directed. **See Section 1.7 of the RFP for Submittal Instructions.**

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

CAUTION

Amendments to this Request for Proposal will be posted on the Palm Beach County Purchasing Department website:

<https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService> as they are issued. It is the sole responsibility of proposers to routinely check for any Amendments that may have been issued prior to the Deadline for receipt of proposals.

Palm Beach County shall not be responsible for the completeness of any Request for Proposal package not downloaded from this website or obtained directly from the Palm Beach County Attorney's Office.

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

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SECTION 1 GENERAL INFORMATION

1.1 ISSUING OFFICE:

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

1.2 INTRODUCTION:

Palm Beach County is contracted with a Third Party Administrator to administer their self-insured workers' compensation program, which includes the services of two (2) onsite lost time adjusters, one (1) of whom currently handles the litigated claims, one (1) onsite medical only adjuster, and one (1) onsite claims assistant. Additional County staff includes a Manager of Workers' Compensation. The County's Workers' Compensation Division is further enhanced because the County has an onsite occupational health clinic that provides occupational and workers' compensation medical triage nurse case management services, and ongoing treatment. The staff for the clinic includes one (1) contract physician, four (4) full time registered nurses, one (1) of whom serves as a Manager of the Clinic, one (1) fiscal analyst, and one (1) Receptionist.

1.3 PURPOSE OF THE PROJECT:

The County is seeking to retain legal counsel with strong qualifications and expertise, and licensed to practice in the State of Florida, to advise and represent the County in workers' compensation defense.

1.4 PERIOD OF CONTRACT:

The effective date of this Contract will be upon approval by the Palm Beach County Board of County Commissioners (hereinafter referred to as "BCC") for a term commencing upon execution by all parties and ending September 30, 2026 (a period of approximately three (3) years), with two (2) additional one (1) year options at the same price, terms and conditions stated therein.

1.5 QUALIFICATION OF RESPONDENTS:

The primary objective of this RFP is the potential selection of the most qualified law firm to represent the County in defending workers' compensation claims, and advising the County on related matters.

The firm must be available to meet with and advise County staff, County's Third Party Administrator, and the BCC on a periodic basis or upon the County's request.

At least two (2) full time attorneys of the law firm shall be designated to handle the County's cases. The attorneys must practice primarily in workers' compensation matters, with each having at least Fifteen (15) years of consecutive experience handling the defense of workers' compensation claims, including claims for local governments in Florida or the State of Florida, at least eight (8) years of experience with first responder presumption claims, four (4) years of first responder Post Traumatic Stress Disorder (PTSD) presumption claims, and maintain an office within 50 miles of the County's Risk Management Offices at 100 Australian Ave., West Palm Beach. Firms located beyond 50 miles of County's Risk

Management Offices, may be considered if the proposer provides additional evidence to support their position that the location will not have a negative impact on the firm’s ability to represent the County effectively and efficiently. Each member of the law firm that specializes in workers’ compensation must possess demonstrated ability, trial experience, knowledge and expertise to provide legal assistance in all aspects of Florida workers’ compensation law, including applications to and matters concerning the State’s Special Disability Trust Fund, third-party liens, appellate practice and all related issues presented under the Americans with Disabilities Act (ADA). An attorney from the firm selected as Outside Counsel, and assigned to perform such services for the County, must be available to County staff and County’s Third Party Administrator on weekdays between 8:00 a.m. and 5:00 p.m. Preference will be given to law firms whose attorneys all have an A-V or better rating as listed in Martindale-Hubbell.

All proposers to this RFP shall have proven experience in supplying such services and shall meet all criteria/requirements identified in this RFP.

Attached hereto as Exhibit D, is a chart of the County’s outstanding workers’ compensation claims by quarter, since December 1, 2018.

The County makes no representation regarding the number of cases that will be filed in the future. The proposer should base its fee proposal upon its own experience and expertise in the field of workers compensation.

1.6 TIMETABLE:

All times referenced herein shall refer to Eastern Standard Time (EST). The anticipated schedule and deadline for the RFP and contract approval are as follows:

<u>Activity</u>	<u>Date</u>	<u>Time</u>	<u>Location</u>
RFP available for download	08/23/2023	2:00 p.m.	Download available at: https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSeflService
Deadline for receipt of questions or comments	08/30/2023	4:00 p.m.	Submitted to LDennis@pbcgov.org Email Subject Heading: “RFP CA2023-01 Questions/Comments”
Deadline for receipt of proposals	09/07/2023	4:00 p.m.	County Attorney’s Office 300 N. Dixie Hwy., Suite 381 West Palm Beach, FL 33401 “Attn: Lauren Dennis Re: RFP CA2023-01”
Selection Committee Meeting	09/13/2023	1:00 p.m.	Governmental Center 301 N. Olive Ave., 12 th Floor, McEaddy Conference Room West Palm Beach, FL 33401
Posting date of Notice of Intent to Award	09/18/2023	4:00 p.m.	Emailed to all proposers and posted to https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSeflService

Deadline for receipt of protests	09/25/2023	4:00 p.m.	Submitted to LDennis@pbcgov.org Email Subject Heading "RFP CA2023-01 PROTEST"
BCC Award Date	10/03/2023	9:30 a.m.	Governmental Center 301 N. Olive Ave., 6th Floor West Palm Beach, FL 33401
Contract Start Date	TBD		

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

1.7 PROPOSAL SUBMISSION:

All proposals must be submitted on 8½ x 11 inch paper. One (1) unbound original hardcopy, four (4) bound hardcopies, and one flash drive containing the complete proposal, with all copies signed by an official with the authority to bind the proposer, must be received in the County Attorney's Office at the address listed above by **September 7, 2023, 4:00 p.m. Eastern Standard Time**. The original and all copies must be submitted in a sealed envelope or container. The proposer's complete return address must be included on the outer envelope or wrapper enclosing any materials submitted in response to this RFP. The outer envelope or wrapper should be addressed as follows:

Proposer Name
Address
Phone No.

Palm Beach County Board of County Commissioners
County Attorney's Office
300 North Dixie Highway, Suite 381
West Palm Beach, Florida 33401
Attention: Lauren Dennis
RFP Title: Worker's Compensation Legal Services

Due Date: **September 7, 2023, 4:00 p.m. EST**

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

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

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

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

1.8 CONTACT PERSON:

The contact person for this RFP is Lauren Dennis, Paralegal, at (561)355-2529 or e-mail LDennis@pbcgov.org in the County Attorney's Office.

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

1.9 CONE OF SILENCE:

Proposers are advised that the "Palm Beach County Lobbyist Registration Ordinance" prohibits a proposer or anyone representing the proposer from communicating with any County Commissioner, County Commissioner's staff, or any County Employee authorized to act on behalf of the Board of County Commissioners to award this contract regarding its proposal, i.e., a "Cone of Silence" except in writing i.e. e-mail, or U.S. Mail. See Palm Beach County Code § 2-355.

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

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

1.10 ADDITIONAL INFORMATION / AMENDMENT(S):

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

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

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

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

SECTION 2 GENERAL TERMS AND CONDITIONS

2.1 PROPOSAL GUARANTEE:

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

2.2 MODIFIED PROPOSALS:

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

2.3 WITHDRAWAL OF PROPOSALS:

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

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

2.4 LATE PROPOSALS, LATE MODIFIED PROPOSALS:

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

2.5 RFP POSTPONEMENT / CANCELLATION:

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

2.6 COSTS INCURRED BY PROPOSERS:

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

2.7 PROPRIETARY / CONFIDENTIAL INFORMATION:

Any material submitted in response to this Request for Proposal is considered a public document in accordance with Section 119.07, Fla. Stat. This includes material, which the responding proposer might consider to be confidential. All submitted information that the responding proposer believes to be

confidential and exempt from disclosure (i.e., a trade secret, etc.) must be specifically identified as such. Upon receipt of a public records request for information the proposer has designated as a trade secret or as otherwise exempt from Section 119.07, Fla. Stat., a determination will be made whether the identified information is, in fact, confidential.

2.8 NEGOTIATIONS:

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

2.9 NO CONFLICT OF INTEREST:

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

2.10 SMALL BUSINESS ENTERPRISE

Policy

It is the policy of the BCC that all businesses be afforded an opportunity for full participation in the free enterprise system. In order to implement the policy, BCC is committed to ensuring full and equitable participation by small business enterprises in the provision of goods and services.

SBE Goals

The County has established a minimum goal of fifteen percent (15%) SBE participation for all County solicitations, inclusive of all alternates and change orders. This goal is a minimum, and no rounding will be accepted.

It will be the responsibility of the firm submitting a proposal to furnish all the necessary information to the County in order to receive points for SBE participation. Points will not be cumulative. Points shall be assigned based on the level of SBE participation as outlined below:

Table 1 - SBE Point System (Non-CCNA)

Scenario		Points
A	Proposer is a Palm Beach County certified SBE who will be providing 51% of the work with their own workforce.	10 points (or 10% if total evaluation points exceed 100)
B	Proposer has submitted proper documentation verifying that the County’s Professional Services Goal of 15% has been met, utilizing Palm Beach County certified SBE subcontractors. One-half point will be awarded for each increment of five (5) percent by which said amount exceeds the established goal.	5-8 points (or 5%-8% if total evaluation points exceed 100)

NOTE: Final SBE points will be contingent upon a percentage of the total evaluation.

Upon initiation of the RFP solicitation process, all potential and interested professional service firms or consultants shall be required to list all SBE and M/WBE sub-consultants' selected portion of work to be performed, and *dollar amount or percentage* for each on Schedule 1 and Schedule 2.

Points awarded for SBE participation shall not exceed ten percent (10%) of the total amount of possible points awarded.

Proposal Submission Documentation

SBE proposers proposing as prime consultants are advised that they must complete Schedule 1 and schedule 2, listing the work to be performed by their own workforce as well as the work to be performed by any SBE sub-consultant. Failure to include this information on Schedule 1 will result in the participation by the SBE prime proposer's own workforce NOT being counted towards meeting the SBE goal. This requirement applies even if the SBE consultant intends to perform one hundred percent (100%) of the work with their own workforce.

Proposers are required to submit with their proposal the appropriate SBE-M/WBE schedules in order to be deemed responsive to the SBE requirements. SBE-M/WBE documentation to be submitted is as follows:

Schedule 1 - List of Proposed SBE and M/WBE Participation

This list shall contain the names of all SBE prime and SBE sub-consultants intended to be used in performance of the contract, if awarded. This schedule shall also be used if an SBE prime proposer is utilizing ANY sub-consultants.

Schedule(s) 2 - Letter(s) of Intent to Perform as an SBE or M/WBE Subcontractor

A Schedule 2 shall be completed by the SBE Prime consultant. A schedule 2 shall be completed and signed by the proposed SBE sub-consultant listed on Schedule 1. SBE Primes and SBE sub-consultants shall specify the type of work to be performed, the cost and/or percentage. If the SBE intends to subcontract any portion of the job to another certified SBE or non-SBE, they are required to list the amount and the name of the sub-consultant on this form. The Prime may count toward its SBE goal second and third tiered SBE sub-consultants provided that the Prime submits a completed Schedule 2 form for each SBE sub-consultant. Additional sheets may be used as needed.

SBE Certification

Only those firms certified by Palm Beach County at the time of proposal submission shall be counted toward the established SBE goals. Upon receipt of a complete application, **IT TAKES UP TO NINETY (90) DAYS TO BECOME CERTIFIED AS AN SBE WITH PALM BEACH COUNTY.** It is the responsibility of the proposer to confirm the certification of any proposed SBE; therefore, it is recommended that proposers visit the on-line Vendor Directory at www.pbcgov.org/osba to verify SBE certification.

Counting SBE Participation (and M/WBE Participation for Tracking Purposes)

- a. Once a firm is determined to be an eligible SBE according to the Palm Beach County certification procedures, the Prime may count toward its SBE goals only that portion of the total dollar value of a contract performed by the SBE.

- b. The Prime may count toward its SBE goal a portion of the total dollar value of a contract with a joint venture, eligible under the standards for certification, equal to the percentage of the ownership and control of the SBE partner in the joint venture.
- c. The Prime may count toward its SBE goal the entire expenditures for materials and equipment purchased by an SBE sub-consultant, provided that the SBE sub-consultant has the responsibility for the installation of the purchased materials and equipment.
- d. Prime may count the entire expenditure to an SBE manufacturer (i.e., a supplier/distributor that produces goods from raw materials or substantially alters the goods before resale).
- e. The Prime may count sixty percent (60%) of its expenditure to SBE suppliers/distributors that are not manufacturers.
- f. The Prime may count toward its SBE goal second and third tiered SBE sub-consultants; provided that the Prime submits a completed Schedule 2 form for each SBE sub-consultant.
- g. The Prime may only count towards its SBE goal the goods and services in which the SBE is certified and performs with its own forces.

Responsibilities After Contract Award

Schedule 3(A) – Professional Services Activity Report

This form shall be submitted by the prime consultants with each payment application when SBE sub-consultants are utilized in the performance of the contract. This form shall contain the names of all SBE sub-consultants, specify the subcontracted dollar amount for each sub-consultant and show amount drawn and payments to date issued to sub-consultants. This form is intended to be utilized on all professional services contracts.

Schedule 4 – SBE-M/WBE Payment Certification

A schedule 4 for each SBE OR M/WBE sub-consultant shall be completed and signed by the proposed SBE after receipt of payment from the prime. If a SBE sub-consultant intends to disburse any funds associated with this payment to any sub-consultant for labor provided on this contract, the amount and name of the sub-consultant must be listed on this form. In addition, if the named sub-consultant is a certified SBE, then a schedule 4 shall be completed and signed by the named SBE after receipt of payment from the SBE sub-consultant. When applicable, the prime shall submit this form with each application submitted to the county for payment to document payment issued to a sub in the performance of the contract.

All proposers hereby assure that they will meet the SBE participation percentages submitted in their respective proposals with the sub-consultants contained on Schedules 1 and 2 and at the dollar values or percentages specified. Proposers agree to provide any additional information requested by the County to substantiate participation.

The successful proposer shall submit an SBE-M/WBE Activity Form (Schedule 3(A)) and SBE-M/WBE Payment Certification Forms (Schedule 4) with each payment application. Failure to provide these forms may result in a delay in processing payment or disapproval of the invoice until they are submitted.

The SBE-M/WBE Activity Form is to be filled out by the Prime Consultant and the SBE-M/WBE Payment Certification Forms are to be executed by the SBE firm to verify receipt of payment.

SBE Substitutions

After contract award, the successful proposer will only be permitted to replace a certified SBE sub-consultant who is unwilling or unable to perform. Such substitution must be done with other certified SBE's in order to maintain the SBE percentages submitted with the bid. Requests for substitutions must be submitted to the user Department and OSBA.

2.11 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.

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

Provided a proposer does not qualify to receive an SBE preference, local proposers who submit the Certification, together with the required Business Tax Receipt at the time of proposal submission, shall receive five (5) points.

2.12 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, Fla. Stat., in the same manner as a second degree misdemeanor.

2.13 RULES; REGULATIONS; LICENSING REQUIREMENTS:

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

2.14 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-2003-1274, 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 it shall be solely responsible for 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.

2.15 REVIEW OF PROPOSALS:

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

2.16 EXCEPTIONS TO THE RFP:

All exceptions taken must be specific, and the proposer must indicate clearly what alternative is being offered to allow the County a meaningful opportunity to evaluate the proposal. Proposers are cautioned that submitting an alternative proposal does not relieve the proposer from submitting the requirements as stated in Section 3. The County is under NO obligation to accept any proposed exceptions or alternatives.

2.17 SELECTION PROCESS:

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

The Selection Committee will evaluate all responses to this RFP that meet the Proposal Requirements and are deemed responsive. The Selection Committee intends to evaluate all proposals based on the information submitted with the proposal. Accordingly, proposers are urged to ensure that their proposal contains all the necessary information for the Selection Committee to fairly and accurately evaluate each of the criteria listed below in Section 2.18. However, an oral presentation, additional written information, internal staff analysis, proposer presentations, outside consultants, and/or any other

information may be required, at any time during the selection process, to help the Committee determine the final ranking of proposers. The Selection Committee 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 Committee.

The Selection Committee shall meet in a public session to score each proposal by reviewing each proposal against the evaluation criteria listed below in Section 2.19.

Upon completion of the Selection Committee's review and discussion of all the responsive proposals submitted, each Selection Committee member shall score each proposal and total the scores for each proposal. The proposals shall be assigned a ranking based upon the totals of each Selection Committee member's score for each proposal.

After the Selection Committee has developed an overall ranking for each proposer, the committee will then review, discuss, and declare the proposer ranked the highest as its "finalist" and make its recommendation for award of the contract.

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

2.18 RIGHT TO PROTEST

Any proposer may protest any recommendations of proposers, made by the Selection Committee, to the BCC, by submitting a written protest addressed to the Contact Person listed in Section 1.8, by the deadline for receipt of protests set forth in Section 1.6. The protest shall identify the protestor, reference this RFP CA2023-01, and shall include a factual summary of the basis of the protest. Protests must be submitted in writing, addressed to the Contact Person listed in Section 1.8, via email with the subject heading of the email titled as "RFP CA2023-01 PROTEST." The County Attorney or designee will have the authority and the sole discretion to uphold or deny the protest. The County Attorney or designee will issue a written statement of the determination within a reasonable period of time. The written statement shall provide the general rationale for said determination and shall be provided to the protestor.

2.19 EVALUATION CRITERIA:

- | | |
|--|---|
| 1. Experience/Qualifications/Technical Knowledge and Capabilities/References
(See Section 3.1) | Weight <u>25</u> % (<u>25</u> pts) |
| 2. Resources/Key Personnel and Operations
(See Section 3.2) | Weight <u>20</u> % (<u>20</u> pts) |
| 3. Business Location/Local Preference
(See Section 3.3) | Weight <u>5</u> % (<u>5</u> pts) |
| 4. Project Approach/Understanding
(See Section 3.1) | Weight <u>20</u> % (<u>20</u> pts) |
| 5. Small Business Enterprise
(See Section 2.10) | Weight <u>10</u> % (<u>10</u> pts) |

6. Price Proposal
(See Section 3.4)

Weight 20 % (20 pts)

2.20 STANDARD CONTRACT PROVISIONS (ATTACHMENT 1):

The selected proposer will be required to execute a contract similar to the attached Sample Standard Contract attached as Attachment 1.

By submitting a proposal, the proposer is representing that the proposer has read, understood, and is willing to be bound by all the terms of the attached Sample Standard Contract provisions (general and specific).

Standard County Contract provisions (general and specific) will be incorporated into any contract resulting from this RFP. Should any selected proposer and the County be unable to consummate a written contract within a reasonable timeframe as determined by the County, the County may proceed to the next most advantageous proposal as determined by the Selection Committee or issue a new solicitation or cancel the procurement process in its entirety.

The County does, however, retain the right to modify the Sample Standard Contract during the selection process and to remove from consideration any proposer that is unwilling to agree to the suggested modifications.

The selected proposer will sign the Sample Standard Contract, as attached and/or as subsequently modified, prior to being presented to the BCC for consideration and selection. The selected proposer shall provide documentation that demonstrates that the individual(s) executing the Contract has the authority to do so and to legally bind the selected proposer.

2.21 AWARD OF CONTRACT:

The award, if any, will be made to the responsive, responsible proposer whose proposal is considered to be the most advantageous to the County based on the Selection Committee's opinion after review of every such proposal including, but not limited to, price. The selected awardee shall provide documentation that demonstrates that the individual(s) executing the Contract has the authority to do so and to legally bind the recommended awardee. A contract must be completed and executed by the successful proposer, the County and by the Board of County Commissioners before it becomes valid and effective.

2.22 DISCLOSURE OF OWNERSHIP INTERESTS:

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

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

2.23 COMMENCEMENT OF WORK:

This RFP does not, by itself, obligate the County. The County's obligation will commence on the start date set forth in the contract duly approved by both parties. The County will not be responsible for any work done by the proposer, even work done in good faith, if it occurs prior to the contract start date set by the County.

2.24 INSURANCE AND INDEMNIFICATION REQUIREMENTS:

Prior to the effective date of the contract, it shall be the responsibility of the successful proposer to provide evidence of the minimum amounts of insurance coverage specified in Attachment 1, Article 10.

The successful proposer shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this contract, insurance coverages and limits (including endorsements) as described herein (see Attachment 1, Article 10). Failure to maintain the required insurance shall be considered default of the contract. The requirements contained herein, as well as the County's review or acceptance of insurance maintained by the successful proposer, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the successful proposer under the contract.

The successful proposer shall protect, defend, reimburse, indemnify and hold the County, its agents, employees and elected officials harmless 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 their performance of the terms of this Contract or due to the acts or omissions of the successful proposer.

2.25 SUCCESSFUL PROPOSER NON-DISCRIMINATION POLICY:

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

2.26 DRUG FREE WORKPLACE CERTIFICATION:

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

2.27 AUTHORIZED SIGNATURE:

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

SECTION 3 PROPOSAL REQUIREMENTS

PROPOSAL FORMAT AND CONTENT:

Format

Proposers **shall** submit one (1) unbound original hardcopy, three (3) bound hardcopies, and one (1) electronic copy (CD or flash drive) containing the complete proposal. Proposals should be typed, double spaced and submitted on 8 ½" x 11" size paper, using a single method of fastening (e.g., stapled, binder, etc.). Proposals should include only brief and concise narrative. The enclosure of elaborate or unnecessary verbiage or promotional material is discouraged.

Table of Contents

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

Letter of Transmittal

Proposals should contain a Letter of Transmittal addressed to the contact person listed in Section 1.8 b, and should, at a minimum, contain the following:

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

Technical Proposal

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

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

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

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

3.1 EXPERIENCE / QUALIFICATION / TECHNICAL KNOWLEDGE AND CAPABILITIES / REFERENCES

- 3.1.1 Proposers must demonstrate ability, knowledge, and expertise to provide the services identified in the Scope of Work.
- 3.1.2 Proposer shall submit a detailed statement of their experience, qualifications, and background for providing the services identified in the Scope of Work, specifically identifying any experience in the area of workers' compensation defense, including administrative proceedings and civil litigation, etc.
- 3.1.3 Proposer shall submit a list of all clients for whom proposer has provided, within the last five (5) years, services similar to the Scope of Work; the lead attorney assigned to said matters; and a contact person (including phone number, address, and e-mail) for each client listed.
- 3.1.4 Proposer shall submit a list of any and all court cases it has litigated within the last five (5) years related to workers' compensation. For each case, proposer shall provide the case style, date the court case was filed, nature of the resolution (if any), the causes of action raised, the plaintiff(s), and the defendant(s).
- 3.1.5 Proposer shall describe the general capabilities including total size and staffing, research capabilities, ability to procure expert witnesses, and available financial resources to provide the services identified in the Scope of Work.
- 3.1.6 Proposer may submit other information and experience that demonstrates the proposer's expertise relative to the Scope of Work.

3.2 RESOURCES / KEY PERSONNEL AND OPERATIONS

The proposer shall provide:

- 3.2.1 The full legal name and organization structure of the firm.
- 3.2.2 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.
- 3.2.3 A description of the role of each attorney and other key personnel who will be responsible for providing the services under the Scope of Work or otherwise handling and monitoring the Contract.

- 3.2.4 Identify any attorney(s) of the proposer who has had any disciplinary action, malpractice claim, grievance, criminal action, or like proceeding filed against him or her where a determination in favor of a complainant or a finding of probable cause was entered. Please describe the nature of the complaint(s) and the ultimate resolution.
- 3.2.5 An affirmative statement to the effect that, to your knowledge, the retention of your firm would not result in a conflict of interest with any party in the potential litigation. Alternatively, should any potential conflict exist, specify the party with which there might be a conflict, the nature of the potential conflict, and the means proposed to resolve such conflict. List all governmental entities in Florida that you have a current contractual relationship with and briefly describe the nature of the relationship.
- 3.2.6 A description of the nature and magnitude of any litigation or proceeding whereby, during the past five years, a court or any administrative agency has ruled against your firm in any matter related to the professional activities of the firm. Similar information should be provided for current or pending litigation.

3.3 LOCATION AND ACCESSIBILITY AND AVAILABILITY TO COUNTY

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

Proposer shall thoroughly explain its accessibility and the areas of 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.

3.4 FEE PROPOSAL

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

3.5 AMENDMENTS TO THE RFP

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

3.6 ADDITIONAL INFORMATION

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

SECTION 4

SCOPE OF WORK / SERVICES

- 4.1** The law firm hired will be required to represent the Board of County Commissioners of Palm Beach County, all other Constitutional Officers in Palm Beach County that participate in Palm Beach County's Self-Insurance Program (excluding the Palm Beach County Sheriff's Office), and Palm Tran, Inc. (collectively, "the County") in the area of workers' compensation proceedings, including administrative proceedings and civil litigation and to secure, as part of the contract to be entered into between the law firm and the County, all necessary skilled and competent personnel to provide workers' compensation services to the County.

Representation by the law firm hired shall include: general advice to the County on workers' compensation matters and policy; preparation and filing of pleadings directed to all claims asserted; the handling of all discovery propounded by the claimants and all discovery necessary to defend against the claims asserted; preparation of appropriate motions and responses to motions by claimants; preparation of and consultation with witnesses, including expert witnesses (including medical experts); marshaling of evidence; attendance at and handling of all hearings related to the claims; attendance at mediations; attendance at both regular and special meetings with County staff, County's Third Party Claims Administrator, and/or the Board of County Commissioners for the purposes of providing status reports and settlement recommendations on claims; attendance at and handling of trials; prosecution or defense of appeals as directed by the County; pursuit of claims from the State of Florida Special Disability Trust Fund; and, any legal research necessary to provide legal representation with respect to all of the foregoing.

The method of fee compensation is to be a flat annual fee plus reasonable daily costs and expenses. The County intends to reimburse the law firm for reasonable "daily costs and expenses" incurred during the course of all legal representation, including express mail, postage, photocopying charges by third-parties, and photocopy charges by the attorney which exceeds 30 pages per project, provided, however, that cumulative reimbursable "daily costs and expenses" shall not exceed three percent (3%) of the total fees payable pursuant to the agreement to be entered into between the County and the law firm. Court filing fees and costs, witness fees, court reporter fees, advances and previously approved out-of-county travel shall be itemized and invoiced separately. The County shall pay these items as an extra file expense item through their Third Party Claims Administrator and such charges shall not be included in the three percent (3%) limitation. The following costs shall be specifically non-reimbursable: costs for travel in Palm Beach County, telephone charges, courier charges, computerized research and tele facsimiles.

The contract will be awarded by the Palm Beach County Board of County Commissioners for a term commencing upon execution by all parties and ending September 30, 2026 (a period of approximately three years), with two (2) additional one (1) year options at the same price, terms and conditions stated therein.

**SECTION 5
ATTACHMENT**

ATTACHMENT 1 - SAMPLE STANDARD CONTRACT

**CONTRACT FOR PROFESSIONAL LEGAL SERVICES
BY AND BETWEEN PALM BEACH COUNTY AND**

THIS CONTRACT is made and entered into this ___ day of October, 2023, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as “COUNTY”) and _____ [] an individual, [] a partnership, [] a corporation authorized to do business in the State of Florida, (hereinafter referred to as “OUTSIDE COUNSEL”), whose Federal Tax Identification number is _____.

WHEREAS, the COUNTY desires to engage OUTSIDE COUNSEL to provide the COUNTY and other Constitutional Officers in Palm Beach County (excluding the Palm Beach County Sheriff’s Office), and Palm Tran, Inc., with legal representation in matters arising out of and related to Workers Compensation claims, and

WHEREAS, OUTSIDE COUNSEL desires to provide legal representation to the COUNTY, other Constitutional Officers in Palm Beach County, and Palm Tran, Inc., in matters arising out of and related to Workers Compensation claims;

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

ARTICLE 1. LEGAL SERVICES

OUTSIDE COUNSEL agrees to represent the COUNTY, all Constitutional Officers in Palm Beach County that currently participate in the COUNTY’s Self Insurance Program and Palm Tran, Inc., (excluding the Palm Beach County Sheriff’s Office), in all matters arising out of or related to Workers Compensation claims filed by any of their employees (and others who claim Workers Compensation benefits from any of them) as to which, representation or assistance is requested by the COUNTY’s Risk Management Department or the COUNTY Attorney’s Office. Representation with respect to Palm Tran, Inc. shall only be for claims with dates of accident on or after January 1, 2000. Representation by OUTSIDE COUNSEL shall include: general advice to the COUNTY on Workers Compensation matters and policy; preparation and filing of pleadings directed to all claims asserted; the handling of all discovery propounded by the claimants and all discovery necessary to defend against

the claims asserted; preparation of appropriate motions and responses to motions by claimants; preparation of and consultation with witnesses, including expert witnesses (including medical experts); marshaling of evidence; attendance at and handling of all hearings related to the claims; attendance at mediations; attendance at both regular and special meetings with COUNTY staff and/or the Board of County Commissioners for the purposes of providing status reports and settlement recommendations on claims; attendance at and handling of trials; prosecution or defense of appeals as directed by the COUNTY; pursuit of claims from the State of Florida Special Disability Trust Fund; and, any legal research necessary to provide legal representation with respect to all of the foregoing (collectively, the “LEGAL SERVICES”).

ARTICLE 2. TERM

The term of the Contract shall be from the date this Contract is approved by the COUNTY through the COUNTY’s fiscal years 2023/2024, 2024/2025, 2025/2026, with two (2) additional one (1) year options for fiscal years 2026/2027, and 2027/2028, at the same price, terms and conditions as the initial three (3) years of the Contract.

ARTICLE 3. FEES

The COUNTY agrees to pay OUTSIDE COUNSEL _____ for Legal Services, plus reasonable costs and expenses, which shall not exceed three (3) percent of total fees per fiscal year. Payments for each fiscal year shall be made to OUTSIDE COUNSEL in four (4) equal installments (December 31, March 31, June 30 and September 30 of each fiscal year).

ARTICLE 4. PAYMENTS TO OUTSIDE COUNSEL

a) OUTSIDE COUNSEL shall send an invoice to the COUNTY thirty days in advance of each installment due date. At that time, OUTSIDE COUNSEL shall provide the COUNTY with a listing of all active and inactive files assigned to OUTSIDE COUNSEL.

b) The only time records required to be maintained by the OUTSIDE COUNSEL shall be a listing of the total hours expended by the OUTSIDE COUNSEL on all COUNTY files (without necessity for specificity as to individual attorney who performed services, specific matter upon which services were performed, date or time

spent on specific services performed, or other detail). Listing of total hours relating to Palm Tran, Inc. files shall be reported separately, but in the same manner as COUNTY files. The listings shall be provided to the COUNTY annually, within thirty days after the close of each fiscal year and shall show totals only in each of the following categories: Pleadings, Legal/Medical Research, Depositions, Communications with Client, Trial/Hearing Preparation, Conferences or Consultations with Witnesses, Trial/Hearing Attendance, Communications with Attorneys, Communications with Others, and Miscellaneous. The listings shall be certified by OUTSIDE COUNSEL as to accuracy. The listings and certification shall be deemed adequate substantiation of time expended for the purposes of Article 6 concerning maintenance of records.

ARTICLE 5. REIMBURSABLE EXPENSES AND COSTS

a) The COUNTY agrees to reimburse OUTSIDE COUNSEL for reasonable out-of-pocket expenses and costs incurred during the course of providing the LEGAL SERVICES. The expenses and costs may include, but are not limited to, out-of-pocket expenses for extraordinary photocopying projects, not-to-exceed fifteen cents (\$.15) per page, courier charges, express mail, long distance telephone charges, postage, and printing. The COUNTY will only reimburse OUTSIDE COUNSEL expert witness or OUTSIDE COUNSEL fees that have been previously approved in writing by the County Attorney's Office. Court filing fees and costs, witness fees, and previously approved travel shall be itemized and invoiced separately.

b) COUNTY shall not be responsible for the cost of any computerized legal research other than the actual billable hourly rate of OUTSIDE COUNSEL.

c) The total amount of reimbursable expenses and costs shall not exceed _____ (\$ _____).

d) OUTSIDE COUNSEL covenants and agrees that any other type of billing or timekeeping which allows compensation for time not actually spent by OUTSIDE COUNSEL is not permitted under this Contract. Therefore, it shall be a material breach of the terms of this Contract for OUTSIDE COUNSEL or anyone on OUTSIDE COUNSEL's behalf to submit for payment any statement of services rendered that either (i) overstates the amount of time actually spent pursuant to this Contract, or (ii) includes time spent by any person not affiliated with OUTSIDE COUNSEL.

e) Each statement of costs and fees represents an implied warranty that the statement sets forth only the actual time spent and only the actual costs incurred. The COUNTY may rely on the implied warranty.

f) All requests for payment of expenses eligible for reimbursement under this Contract shall include legible copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department. Such documentation shall be sufficient to establish that the expenses were actually incurred and necessary in the performance of the LEGAL SERVICES. Photocopy charges shall give a general description of the documents. If duplication of more than ten (10) documents is required, a general description of the category or type of documents copied will be sufficient documentation. Any out-of-county travel, per diem, mileage, meals, or lodging expenses that may be reimbursable under the terms of this Contract shall be approved by the County Attorney's Office in advance, and shall be paid in accordance with the rates and conditions set forth in Palm Beach County PPM #CW-F-009, incorporated herein by reference, and available for inspection on the County's website at <http://www.pbcgov.com/publicaffairs/ppm/pdf/cw-f-009.pdf>.

g) No service, interest, or other similar charge is to be imposed with regard to any item, invoice, or request.

ARTICLE 6. DISCLOSURE AND OWNERSHIP OF DOCUMENTS

a) OUTSIDE COUNSEL shall maintain its files on this matter, including adequate records to justify all charges, expenses, and costs incurred in performing the LEGAL SERVICES, for at least five (5) years after termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this subparagraph for the purpose of inspection and/or audit during normal business hours, at the COUNTY's expense, upon reasonable written notice to OUTSIDE COUNSEL.

b) Copies of all correspondence and pleadings shall be directed to the County Attorney's Office.

c) OUTSIDE COUNSEL shall obtain prior written approval from the County Attorney's Office before filing a counterclaim, cross-claim, or third-party claim, retaining any expert witness, or arranging any out-of-town travel.

d) OUTSIDE COUNSEL shall provide periodic status reports, either oral or in writing, as requested by the County Attorney's Office.

e) OUTSIDE COUNSEL shall deliver to the COUNTY for approval and acceptance, and before being eligible for final payment of any amounts due, and owing, all documents and materials prepared by and for the COUNTY in the course of providing the LEGAL SERVICES.

ARTICLE 7. CONFIDENTIALITY

All written and oral information not in the public domain and not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense shall be kept confidential by OUTSIDE COUNSEL and shall not be disclosed to any other party, directly or indirectly, without the COUNTY's prior written consent unless required by an order issued by a court or like authority of lawful jurisdiction. All drawings, maps, and sketches, and other data developed or purchased under this Contract or at the COUNTY's expense, shall be and remain the COUNTY's property and may be reproduced and reused solely at the discretion of the COUNTY.

ARTICLE 8. TERMINATION

a) This Contract may be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business days written notice to OUTSIDE COUNSEL or without cause upon ten (10) business days written notice to the OUTSIDE COUNSEL. The Contract may be terminated by OUTSIDE COUNSEL upon ninety (90) days' 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. Before OUTSIDE COUNSEL may terminate this Contract and/or seek to withdraw as counsel of record in any pending litigation being handled pursuant to this Contract, it must return to the County one-half of all legal fees paid by the COUNTY under this Contract. Upon termination by either party, OUTSIDE COUNSEL shall transfer all work in progress, completed work, and other materials related to the LEGAL SERVICES to the COUNTY.

b) 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 work as OUTSIDE COUNSEL for the COUNTY on this or any other matter.

ARTICLE 9. OFFICE OF INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General as contained in the Palm Beach County Code, Sections 2-421 – 2-440, as may be amended. The Inspector General’s authority includes, but is not limited to, the power to review past, present and proposed County contracts, transactions, account and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the OUTSIDE COUNSEL, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-241 – 2-440, and punished to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 10. INSURANCE

- A. OUTSIDE COUNSEL shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. OUTSIDE COUNSEL shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. 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.
- B. **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 excluding Contractual Liability or Cross Liability unless granted in writing by County’s Risk Management Department. OUTSIDE COUNSEL shall provide this coverage on a primary basis.
- C. **Business Automobile Liability.** OUTSIDE COUNSEL shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Accident for all owned, non-owned and hired automobiles. In the event OUTSIDE COUNSEL doesn’t own any automobiles, the Business Auto Liability requirement shall be amended allowing OUTSIDE COUNSEL to agree to maintain only Hired & Non-Owned Auto

Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. OUTSIDE COUNSEL shall provide this coverage on a primary basis.

D. **Worker's Compensation Insurance & Employers Liability.** OUTSIDE COUNSEL shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. OUTSIDE COUNSEL shall provide this coverage on a primary basis.

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** Each Claim. 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 shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. 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. 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 3 years. OUTSIDE COUNSEL shall provide this coverage on a primary basis.

F. **Additional Insured.** OUTSIDE COUNSEL shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." OUTSIDE COUNSEL shall provide the Additional Insured endorsements coverage on a primary basis.

G. **Waiver of Subrogation.** OUTSIDE COUNSEL hereby waives any and all rights of Subrogation against 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 contract to waive subrogation without an endorsement to the policy, then OUTSIDE COUNSEL shall agree to 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 specifically prohibits such an endorsement, or which voids coverage should OUTSIDE COUNSEL enter into such an contract on a pre-loss basis.

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

Palm Beach County
c/o DAVID R. F. OTTEY
Chief Assistant County Attorney
300 North Dixie Highway, Suite 359
West Palm Beach, FL 33401

I. **Umbrella or Excess Liability.** If necessary, OUTSIDE COUNSEL may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

J. **Right to Review.** 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 11. INDEMNIFICATION

OUTSIDE COUNSEL shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of OUTSIDE COUNSEL or any agent, member, partner, associate, or employee thereof in the performance of this Contract.

ARTICLE 12. PERSONNEL

OUTSIDE COUNSEL represents that it has, or will secure at its own expense, all necessary personnel required to perform the LEGAL SERVICES as required herein. Such personnel shall not be employees of, or have any contractual relationship with, the COUNTY. The LEGAL SERVICES shall be performed by _____, Esquire, or under her/his direct supervision. OUTSIDE COUNSEL may not substitute lead counsel without prior written authorization from the COUNTY. Such authorization shall be at the sole discretion of the COUNTY. All personnel engaged in performing the LEGAL SERVICES shall be fully qualified and, if required, authorized or permitted under federal, state, and local law to perform such services. OUTSIDE COUNSEL warrants that the LEGAL SERVICES shall be performed by skilled and competent personnel to the highest professional standards.

ARTICLE 13. TRUTH-IN-NEGOTIATION CERTIFICATE

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

ARTICLE 14. CONFLICT OF INTEREST

a) OUTSIDE COUNSEL represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any matter with the performance of the LEGAL SERVICES, as

provided in the rules regulating the Florida Bar, Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. OUTSIDE COUNSEL further represents that no person having such conflict of interest shall be employed for said performance of services.

b) OUTSIDE COUNSEL shall promptly notify the COUNTY in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest, or other circumstance which may influence or appear to influence OUTSIDE COUNSEL's judgment or quality of the LEGAL SERVICES being provided. Such written notification shall identify the prospective business association, interest, or circumstance, the nature of work that OUTSIDE COUNSEL may undertake and request an opinion of the COUNTY as to whether the association, interest, or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the OUTSIDE COUNSEL. The COUNTY agrees to notify OUTSIDE COUNSEL of its opinion by certified mail within thirty (30) days of receipt of notification by OUTSIDE COUNSEL. If, in the opinion of the COUNTY, the prospective business association, interest, or circumstance would not constitute a conflict of interest by OUTSIDE COUNSEL, the COUNTY shall so state in the notification and OUTSIDE COUNSEL shall at its option, enter into said association, interest, or circumstance and it shall be deemed not in conflict of interest with respect to the LEGAL SERVICES by OUTSIDE COUNSEL under the terms of this Contract.

ARTICLE 15. INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 16 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by OUTSIDE COUNSEL. 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. 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 17 - 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 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 18. NONDISCRIMINATION

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 R2017-1770, as may be amended, OUTSIDE COUNSEL warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

ARTICLE 19. AUTHORITY TO PRACTICE

OUTSIDE COUNSEL hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a professional manner and that all services shall be performed by skilled and competent personnel to the highest professional standards.

ARTICLE 20. REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Contract shall be originally filed and later held in Palm Beach County. To encourage the prompt and equitable resolution of any litigation that may arise hereunder, the parties hereby waive any rights that either may have to a trial by jury. No remedy herein conferred upon the parties is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. The parties agree that time is of the essence in the performance of all obligations hereunder. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other further exercise thereof.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employee of the COUNTY and/or OUTSIDE COUNSEL.

ARTICLE 21. SCRUTINIZED COMPANIES

A. As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, 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.

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

Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

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

ARTICLE 22. PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, Florida Statutes, if OUTSIDE COUNSEL: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., OUTSIDE COUNSEL shall comply with the requirements of Section 119.0701, F.S., as it may be amended from time to time. 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, 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. 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 OUTSIDE COUNSEL does not transfer the records to the County.
- D. Upon completion of the Contract OUTSIDE COUNSEL shall transfer, at no cost to the County, all public records in possession of OUTSIDE COUNSEL unless notified by County's

representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If OUTSIDE COUNSEL transfers all public records to the County upon completion of the Contract, OUTSIDE COUNSEL shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If 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 OUTSIDE COUNSEL must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of OUTSIDE COUNSEL to comply with the requirements of this article shall be a material breach of this Contract. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. 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.

IF OUTSIDE COUNSEL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO 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 23. NOTICE

All notices required in this Contract shall be sent by electronic mail or mail to:

David R. F. Ottey, Esquire
Chief Assistant County Attorney
Palm Beach County
300 North Dixie Highway, Ste. 359
West Palm Beach, Florida 33401
drfottey@pbcgov.org
(Representative for the COUNTY)

If sent to OUTSIDE COUNSEL, the notice shall be mailed to:

_____, Esquire.
Address
(Representative for FIRM)

ARTICLE 24. ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and OUTSIDE COUNSEL agree that this contract sets forth the entire contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provision, terms and conditions contained in this contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties.

ARTICLE 25. 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 26 E-VERIFY - EMPLOYMENT ELIGIBILITY

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

CONTRACT are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

OUTSIDE COUNSEL shall obtain from each of its subconsultants an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. OUTSIDE COUNSEL shall maintain a copy of any such affidavit from a subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this CONTRACT, which requires a longer retention period.

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

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, has made and executed this Contract on behalf of the COUNTY; and OUTSIDE COUNSEL has hereunto set its hand the day and year above written.

ATTEST:

JOSEPH ABRUZZO
CLERK AND COMPTROLLER

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: _____
Deputy Clerk

By: _____
Gregg K. Weiss, Mayor

**APPROVED AS TO FORM &
LEGAL SUFFICIENCY**

David Ottey,
Chief Assistant County Attorney

WITNESSES:

**OUTSIDE COUNSEL:
NAME OF FIRM**

Signature

_____, Esq.

Name (type or print)

Signature

Name (type or print)

**APPROVED AS TO TERMS
AND CONDITIONS**

By: _____
Scott Marting
Department Director

**SCOPE OF WORK / SERVICES
(From RFP No. CA 2023-01, Section 4)**

- 4.1** The law firm hired will be required to represent the Board of County Commissioners of Palm Beach County, all other Constitutional Officers in Palm Beach County that participate in Palm Beach County's Self-Insurance Program (excluding the Palm Beach County Sheriff's Office), and Palm Tran, Inc. (collectively, "the County") in the area of workers' compensation proceedings, including administrative proceedings and civil litigation and to secure, as part of the contract to be entered into between the law firm and the County, all necessary skilled and competent personnel to provide workers' compensation services to the County.

Representation by the law firm hired shall include: general advice to the County on workers' compensation matters and policy; preparation and filing of pleadings directed to all claims asserted; the handling of all discovery propounded by the claimants and all discovery necessary to defend against the claims asserted; preparation of appropriate motions and responses to motions by claimants; preparation of and consultation with witnesses, including expert witnesses (including medical experts); marshaling of evidence; attendance at and handling of all hearings related to the claims; attendance at mediations; attendance at both regular and special meetings with County staff, County's Third Party Claims Administrator, and/or the Board of County Commissioners for the purposes of providing status reports and settlement recommendations on claims; attendance at and handling of trials; prosecution or defense of appeals as directed by the County; pursuit of claims from the State of Florida Special Disability Trust Fund; and, any legal research necessary to provide legal representation with respect to all of the foregoing.

The method of fee compensation is to be a flat annual fee plus reasonable daily costs and expenses. The County intends to reimburse the law firm for reasonable "daily costs and expenses" incurred during the course of all legal representation, including express mail, postage, photocopying charges by third-parties, and photocopy charges by the attorney which exceeds 30 pages per project, provided, however, that cumulative reimbursable "daily costs and expenses" shall not exceed three percent (3%) of the total fees payable pursuant to the agreement to be entered into between the County and the law firm. Court filing fees and costs, witness fees, court reporter fees, advances and previously approved out-of-county travel shall be itemized and invoiced separately. The County shall pay these items as an extra file expense item through their Third Party Claims Administrator and such charges shall not be included in the three percent (3%) limitation. The following costs shall be specifically non-reimbursable: travel costs for travel in Palm Beach County, telephone charges, courier charges, computerized research and tele facsimiles.

The contract will be awarded by the Palm Beach County Board of County Commissioners for a term commencing upon execution by all parties and ending September 30, 2026 (a period of approximately three years), with two (2) additional one (1) year options at the same price, terms and conditions stated therein.

**BUSINESS ASSOCIATE AGREEMENT
BETWEEN PALM BEACH COUNTY AND _____**

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

A. General Provisions

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

B. Obligations of Business Associate

Business Associate agrees that it will:

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

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

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

has taken to mitigate any potential harm that may have occurred, and provide a report to the County of any threat of identity theft as a result of the incident.

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

C. Permitted Uses and Disclosures by Business Associate

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

D. Termination

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

Agreed to this _____ day of _____, 2023.

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

WITNESS:

Signature

By: _____
Reginald Duren, County HIPAA Privacy
Officer/Assistant County Administrator,
Through Verdenia Baker, County Administrator

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Chief Assistant County Attorney

By: _____

WITNESS:

BUSINESS ASSOCIATE

Signature

Name

By: _____

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

<u>ISSUE DATE</u>	<u>EFFECTIVE DATE</u>
January 4, 2017	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.

- (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

SUMMARY OF WORKERS' COMPENSATION CASES

	<u>ACTIVE</u>	<u>INACTIVE</u>
December 1, 2018	171	28 (change of counsel)
December 1, 2019	187	55
December 1, 2020	160	139
December 1, 2021	170	159
December 1, 2022	151	192
August 22, 2023	174	246

SECTION 6 APPENDICES

- APPENDIX A - Fee Proposal Page(a)
- APPENDIX B - Business Information
- APPENDIX C - SBE Schedules 1, 2, 3(A) & 4
- APPENDIX D - Certification of Business Location
- APPENDIX E - Drug Free Workplace Certification
- APPENDIX F - Disclosure of Ownership Interests

**APPENDIX A
FEE PROPOSAL PAGES
RFP NO. CA2023-01**

Page 1 of 2

State the annual flat fee the law firm is willing to accept if awarded the contract to provide the COUNTY with LEGAL SERVICES in accordance with the Requirements/Scope of Work/Services set forth in this RFP document.

TOTAL PROPOSED PRICE: \$ _____

The Proposer certifies by signature below the following:

- a. This fee is current, accurate complete, and is presented as the Total Price/*ing*, including “out-of-pocket” expenses (if any), for the performance of this Contract in accordance with the Requirements/Scope of Work/Services of this RFP.
- b. This Proposal is current, accurate, complete, and is presented to the County for the performance of this contract in accordance with all the requirements as stated in this RFP.
- c. The Proposal is submitted without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, services, and supplies and is, in all respects, fair and without collusion or fraud.
- d. The financial stability to fully perform the terms and conditions as specified herein. The County reserves the right to request financial information from the proposer at any time during the solicitation process and in any form deemed necessary by the County.

**APPENDIX A
FEE PROPOSAL PAGES
RFP NO. CA2023-01**

Page 2 of 2

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

NAME (PRINT): _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE NO. _____

SIGNATURE: _____

**APPENDIX B
BUSINESS INFORMATION
RFP NO. CA 2023-01**

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

Entity Address: _____

Telephone Number: (____) _____ Fax Number: (____) _____

Form of Entity:

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

Federal I.D. Number: _____

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

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

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

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

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

SIGNATURE: _____

NAME (PRINT): _____

TITLE: _____

COMPANY: _____

APPENDIX C
SBE SCHEDULES 1, 2, 3(A), & 4
RFP NO. CA2023-01

SCHEDULE 1

LIST OF PROPOSED SBE-M/WBE PRIME AND/OR SUBCONTRACTOR PARTICIPATION

PROJECT NAME OR BID NAME: _____

PROJECT NO. OR BID NO.: _____

NAME OF PRIME BIDDER: _____

ADDRESS: _____

CONTACT PERSON: _____

PHONE NO.: _____ FAX NO.: _____

BID OPENING DATE: _____

USER DEPARTMENT: _____

THIS DOCUMENT IS TO BE COMPLETED BY THE PRIME CONTRACTOR AND SUBMITTED WITH BID PACKET. PLEASE LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SBE -M/WBE SUBCONTRACTORS ON THIS PROJECT. IF THE PRIME IS AN SBE-M/WBE, PLEASE ALSO LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME ON THIS PROJECT. THE PRIME AFFIRMS THAT IT WILL MONITOR THE SBES LISTED TO ENSURE THE SBES PERFORM THE WORK WITH ITS OWN FORCES.

Name, Address and Phone Number	(Check one or both Categories)		<u>DOLLAR AMOUNT OR PERCENTAGE OF WORK</u>				
	<u>M/WBE</u> Minority Business	<u>SBE</u> Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
2.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
3.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
4.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
5.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____

(Please use additional sheets if necessary)

Total _____

Total Bid Price \$ _____

Total SBE-M/WBE Participation Dollar Amount or Percentage of Work _____

I hereby certify that the above information accurate to the best of my knowledge: _____

Signature

Title

- Note:**
1. The amount listed on this form for a subcontractor must be supported by price or percentage listed on the signed Schedule 2 or signed proposal in order to be counted toward goal attainment.
 2. Firms may be certified by Palm Beach County as an SBE and/or and M/WBE. If firms are certified as both an SBE and M/WBE, please indicate the dollar amount or percentage under the appropriate category.
 3. M/WBE information is being collected for tracking purposes only.

**OSBA SCHEDULE 2
LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE SUBCONTRACTOR**

This document must be completed by the SBE-M/WBE Subcontractor and submitted with bid packet. Specify in detail, the particular work items to be performed and the dollar amount and/or percentage for each work item. SBE credit will only be given for items which the SBE-M/WBE Subcontractor are SBE certified to perform. Failure to properly complete Schedule 2 may result in your SBE participation not being counted.

PROJECT NUMBER: _____ PROJECT NAME: _____

TO: _____
(Name of Prime Bidder)

The undersigned is certified by Palm Beach County as a - (check one or more, as applicable):

Small Business Enterprise _____ Minority Business Enterprise _____

Black _____ Hispanic _____ Women _____ Caucasian _____ Other (Please Specify) _____

Date of Palm Beach County Certification: _____

The undersigned is prepared to perform the following described work in connection with the above project.
Additional Sheets May Be Used As Necessary

Line Item/ Lot No.	Item Description	Qty/Units	Unit Price	Total Price/ Percentage
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

at the following price or percentage _____
(Subcontractor's quote)

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to sub-subcontract any portion of this job to a certified SBE or a non-SBE subcontractor, please list the name of that subcontractor and the amount below.

Price or Percentage _____
(Name of Subcontractor)

The Prime affirms that it will monitor the SBE's listed to ensure the SBE's perform the work with its own forces. The undersigned subcontractor affirms that it has the resources necessary to perform the work listed without subcontracting to a non-certified SBE or any other certified SBE subcontractors except as noted above.

The undersigned subcontractor understands that the provision of this form to Prime Bidder does not prevent Subcontractor from providing quotations to other bidders.

(Print name of SBE-M/WBE Subcontractor)

By: _____
(Signature)

(Print name/title of person executing on behalf of SBE-M/WBE Subcontractor)

Revised 10/11/2011

Date: _____

**OSBA Schedule 3(A)
PROFESSIONAL SERVICES ACTIVITY REPORT**

Project No.: _____

Task Authorization No: _____

REPORTING PERIOD: _____

Prime Consultant Address: _____

City/State: _____ Zip _____

Contact Person: _____ Phone # _____

Contract Name: _____

Contract Term: _____ Contract Amount \$ _____

Total Percentage performed by the Prime's Firm: _____ SBE-M/WBE Firm: _____

Service Type: Architectural _____ Engineering _____ Surveying _____

Other (Specify) _____

Have Sub-Consultants completed work with its own workforce for this application?

Yes _____ No _____

Note: If yes, complete below:

SUB-CONSULTANTS

1. Firms Name: _____

Address/Tel: _____

Estimated Start Date: _____ Contract Amount: _____

SCOPE OF WORK: _____

Percentage/Hrs Completed: _____ Amount Paid To Date _____

2. Firm's Name: _____

Address//Tel: _____

Estimated Start Date: _____ Contract Amount: _____

SCOPE OF WORK: _____

Percentage/Hrs Completed: _____ Amount Paid To Date _____

3. Firm's Name: _____

Address/Tel: _____

Estimated Start Date: _____ Contract Amount _____

SCOPE OF WORK: _____

Percentage/Hrs Completed: _____ Amount Paid To Date _____

I certify that the above is true to the best of my knowledge

Signature/Title

Revised 9/7/2011

OSBA SCHEDULE 4 - SBE-M/WBE PAYMENT CERTIFICATION

The Prime Contractor is to submit Schedule 4 with its Monthly Payment Request to Palm Beach County to reflect actual payments made to the SBE-M/WBE Subcontractor. The Prime Contractor is not to request signature from an SBE-M/WBE Subcontractor unless it has made a payment to the SBE-M/WBE Subcontractor. The SBE-M/WBE Subcontractor is not to complete and sign this form unless it has received a payment from the Prime Contractor for services actually performed by the SBE-M/WBE Subcontractor. A separate Schedule 4 is required for each SBE-M/WBE Subcontractor payment.

This is to certify that _____ received
(SBE or M/WBE Subcontractor Name)

(Monthly) or (Final) payment of \$ _____ . _____

On _____ - _____ - _____ from _____
MM DD YYYY (Prime Contractor Name)

For labor and/or materials used on _____ / _____
(Project Name) (Work Order)

DEPT.: _____ PROJECT NO.: _____

PRIME CONTRACTOR VENDOR CODE: _____

SBE OR M/WBE SUBCONTRACTOR VENDOR CODE: _____

=====

If the SBE Subcontractor intends to disburse any funds associated with this payment to any Subcontractor for labor provided on this project, please provide the following information:

*Subcontractor Name: _____ Amount to be paid: _____

*Note: If the subcontractor listed in this section is an SBE or M/WBE a separate schedule 4 is required to verify payment.

=====

By: _____
(Signature of Subcontractor) (Print Name & Title of Person executing on behalf of Subcontractor)

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20_____

By: _____

Notary Public, State of Florida

Print, Type or Stamp Commissioned Name of Notary

Personally Known _____ OR Produced Identification _____ Type of Identification _____

APPENDIX D
CERTIFICATION OF BUSINESS LOCATION
RFP NO. CA2023-01

In accordance with the Palm Beach County Local Preference Code, a preference may be given to: (1) proposers having a permanent place of business in Palm Beach County ("County"); or (2) proposers 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, proposers 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 proposer to provide the goods/services to be purchased, and will be used to verify that the proposer had a permanent place of business prior to the issuance of the solicitation. The proposer must submit this Certification of Business Location ("Certification") along with the required Business Tax Receipt at the time of proposal 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 proposer to not receive a local preference.

In instances where the proposer is exempt by law from the requirement of obtaining a Business Tax Receipt, the proposer must: (a) provide a citation to the specific statutory exemption; and (b) provide other documentation which clearly establishes that the proposer 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 proposer for additional information related to this requirement after the proposal due date.

I. Proposer 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 proposer's County Business Tax Receipt verifies proposer's permanent place of business.

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

_____, of _____.
(Title/Position) (Firm Name of Proposer)

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 proposer on this Certification will be considered an unethical business practice and be grounds for sanctions against future County business with the proposer.

(Signature)

(Date)

APPENDIX E
DRUG-FREE WORKPLACE CERTIFICATION
RFP NO. CA2023-01

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

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

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

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

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

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

Signature Date

APPENDIX F
DISCLOSURE OF OWNERSHIP INTERESTS
RFP NO. CA2023-01

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

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

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

1. Affiant appears herein as:

an individual **or**

the _____ of _____.

[position—e.g., sole proprietor, president, partner, etc.] [name & type of entity—e.g., ABC Corp., XYZ Ltd. Partnership, etc.].

The Affiant or the entity the Affiant represents herein seeks to do business with Palm Beach County through its Board of County Commissioners.

2. Affiant's address is: _____

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

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

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

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

FURTHER AFFIANT SAYETH NAUGHT.

_____, Affiant
(Print Affiant Name)

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

Notary Public

(Print Notary Name)
State of Florida at Large
My Commission Expires: _____

