

RFP240283BJB  
Legal Services – Lee County Solid Waste Department  
Carlton Fields, P.A.

E1 Contract # N/A - PO

**AGREEMENT FOR LEGAL SERVICES – LEE COUNTY SOLID WASTE  
DEPARTMENT**

**THIS AGREEMENT** ("Agreement") is made and entered into by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Carlton Fields, P.A., a Florida law firm, whose address is 4221 W. Boy Scout Blvd., Suite 1000, Tampa, FL 33607, and whose federal tax identification number is 59-1233896, hereinafter referred to as "Law Firm."

**WITNESSETH**

**WHEREAS**, the County intends to purchase legal services from the Law Firm in connection with "Legal Services – Lee County Solid Waste Department" (the "Purchase"); and,

**WHEREAS**, the County issued Solicitation No. RFP240283BJB on June 25, 2024 (the "Solicitation"); and,

**WHEREAS**, the County evaluated the responses received and found the Law Firm qualified to provide the necessary services; and,

**WHEREAS**, the County posted a Notice of Intended Decision on August 19, 2024; and,

**WHEREAS**, the Law Firm has reviewed the services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such services in accordance with its terms.

**NOW, THEREFORE**, the County and the Law Firm, in consideration of the mutual covenants contained herein, do agree as follows:

**I. PRODUCTS AND SERVICES**

The Law Firm agrees to diligently provide all services for the Purchase, a more specific description of the Project Scope of Services is set forth in the Detailed Specifications Section of RFP240283BJB, a photocopy of said section(s) being attached hereto and incorporated by reference as Exhibit A. Law Firm shall comply strictly with all of the terms and conditions of the Solicitation No. RFP240283BJB, as modified by its addenda, copies of which are on file with the County's Department of Procurement Management and are deemed incorporated into this agreement.

**II. TERM AND DELIVERY**

A. This Agreement shall commence immediately upon the effective date and shall continue on an "as needed basis" for one (1), two (2) year period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed

the term of three (3) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest. The effective date shall be the date the Lee County Board of County Commissioners awarded the Solicitation to the Law Firm.

- B. A purchase order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.

### **III. COMPENSATION AND PAYMENT**

- A. The County shall pay the Law Firm in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Law Firm's submittal in response to the Solicitation, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.
- B. Notwithstanding the preceding, Law Firm shall not make any deliveries or perform any services under this Agreement until receipt of written authorization from the County. Law Firm acknowledges and agrees that no minimum order or amount of product or service is guaranteed under this Agreement and County may elect to request no products or services. If the County authorizes delivery of products or performance of services, the County reserves the right to amend, reduce, or cancel the authorization in its sole discretion.
- C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of non-appropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Law Firm on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination.

### **IV. METHOD OF PAYMENT**

- A. The County shall pay the Law Firm in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, upon receipt of the Law Firm's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.

- B. The Law Firm shall submit an invoice for payment to the County on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B) that were provided during that invoicing period.
- C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

**V. ADDITIONAL PURCHASES**

- A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Law Firm and the County.
- B. If the County requires the Law Firm to perform additional services or provide additional product(s) related to this Agreement, then the Law Firm shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation shall be agreed upon before commencement of any additional services or provision of additional product(s) and shall be incorporated into this Agreement by written amendment. The County shall not pay for any additional service, work performed or product provided before a written amendment to this Agreement.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Law Firm, the Law Firm shall not be entitled to additional compensation.

**VI. LIABILITY OF LAW FIRM**

- A. The Law Firm shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Law Firm arising out of or in any way connected with the Law Firm or subcontractor's performance or failure to perform under the terms of this Agreement.
- B. This section shall survive the termination or expiration of this Agreement.

**VII. LAW FIRM'S INSURANCE**

- A. Law Firm shall procure and maintain insurance as specified in Exhibit C Insurance Requirements, attached hereto and made a part of this Agreement.

B. Law Firm shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverage (including endorsements) and limits as described in Exhibit C. These requirements, as well as the County's review or acceptance of insurance maintained by Law Firm, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Law Firm under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of "B or better." No changes are to be made to these specifications without prior written specific approval by County Risk Management. To the extent multiple insurance coverages and/or County's self-insured retention may apply, any and all insurance coverage purchased by Law Firm and its subcontractors identifying the County as an additional named insured shall be primary. It is understood that County cannot be an additional named insured to Law Firm's Lawyers Professional Liability insurance policy.

### **VIII. RESPONSIBILITIES OF THE LAW FIRM**

- A. The Law Firm shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Law Firm under this Agreement. The Law Firm shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.
- B. The Law Firm warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Law Firm), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Law Firm, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- C. The Law Firm shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- D. Law Firm specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
- 1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
  - 2) upon request from the County, 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, Florida Statutes, or as otherwise provided by law;

- 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- 4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Law Firm upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

**IF THE LAW FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LAW FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, [PRRCustodian@leegov.com](mailto:PRRCustodian@leegov.com); <http://www.leegov.com/publicrecords>.**

- E. The Law Firm is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Law Firm is not an employee, agent or servant of the County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Law Firm's sole direction, supervision and control. The Law Firm shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Law Firm's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Law Firm shall be solely responsible for providing benefits and insurance to its employees.
- F. The Law Firm shall comply with the Law Firm Background Screening Affidavit attached hereto and incorporated herein as Exhibit D.

**IX. OWNERSHIP OF PRODUCTS**

It is understood and agreed that all products provided under this Agreement shall become the property of the County upon acceptance by the County.

**X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES**

- A. The Law Firm shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.
- B. The personnel assigned by the Law Firm to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement. If the services provided require use of specific key personnel, the personnel shall be agreed to by the County and Law Firm. If the Law Firm's key personnel have been predetermined and approved, through the Solicitation process or otherwise, any subsequent change or substitution to the personnel must receive the County's written approval before said changes or substitution can become effective.
- C. The Law Firm specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

**XI. COMPLIANCE WITH APPLICABLE LAW**

This Agreement shall be governed by the laws of the State of Florida. Law Firm shall promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. Law Firm shall conduct no activity or provide any service that is unlawful or offensive.

**XII. CONTRACT TERMINATION**

- A. MATERIAL BREACH A Law Firm may be Terminated for Cause by the County, at the sole discretion of the Procurement Management Director, for failing to perform a contractual requirement or for a material breach of any term or condition. A material breach of a term or condition of the Agreement may include but is not limited to: 1. Law Firm failure to perform services or deliver materials, supplies, or equipment by the date required or by an alternate date as mutually agreed in a written amendment to the Agreement; 2. Law Firm failure to carry out any warranty or fails to perform or comply with any mandatory provision of the Agreement; 3. Law Firm becomes insolvent or in an unsound financial condition so as to endanger performance hereunder; 4. Law Firm becomes the subject of any proceeding under any law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors that endangers the Law Firm's proper performance hereunder; 5. Appointment of any receiver, trustee, or similar official for Law Firm or any of the Law Firm's property and such appointment endangers the Law Firm's proper performance hereunder; 6. A determination that the Law Firm is in violation of federal,

state, or local laws or regulations and that such determination renders the Law Firm unable to perform any aspect of the Agreement.

- B. **OPPORTUNITY TO CURE** In the event that Law Firm fails to perform a contractual requirement or materially breaches any term or condition, the County may issue a written cure notice. The Law Firm may have a period of time in which to cure. The County is not required to allow the Law Firm to cure defects if the opportunity for cure is not feasible as, determined solely within the discretion of the County. Time allowed for cure shall not diminish or eliminate Law Firm's liability for damages, or otherwise affect any other remedies available against Law Firm under the Agreement or by law. If the breach remains after Law Firm has been provided the opportunity to cure, the County may do any one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this Agreement and any related contracts or portions thereof; 3. Procure replacements and impose damages as set forth elsewhere in this Agreement, if applicable; 4. Impose actual or liquidated damages; 5. Suspend or bar Law Firm from receiving future solicitations or other opportunities; 6. Require Law Firm to reimburse the County for any loss or additional expense incurred as a result of default or failure to satisfactorily perform the terms of the Agreement.
- C. **TERMINATION FOR CAUSE** In the event the Procurement Management Director, in his/her sole discretion, determines that the Law Firm has failed to comply with the conditions of this Agreement in a timely manner or is in material breach, the Procurement Management Director has the right to terminate this Agreement, in part or in whole. If corrective action is deemed acceptable by the County, the Procurement Management Director shall notify the Law Firm in writing of the need to take corrective action and the date in which the corrective action must be completed. If corrective action is not completed as specified by the Procurement Management Director, or if such corrective action is deemed by the County to be insufficient, the Agreement may be terminated. The County reserves the right to withhold further payments, or prohibit the Law Firm from incurring additional obligations of funds during investigation of the alleged breach and pending corrective action by the Law Firm or a decision by the County to terminate the Agreement. In the event of termination, the County shall have the right to procure any replacement materials, supplies, services and/or equipment that are the subject of this Agreement on the open market. In addition, the Law Firm shall be liable for damages as authorized by law including, but not limited to, any price difference between the original Agreement and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time. If it is determined that: (1) the Law Firm was not in material breach; or (2) failure to perform was outside of Law Firm's or its subcontractor's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience." The rights and remedies of the County provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.



- D. TERMINATION FOR CONVENIENCE Except as otherwise provided in this Agreement, the County, at the sole discretion of the Procurement Management Director, may terminate this Agreement, in whole or in part by giving thirty (30) calendar days written notice beginning on the second day after mailing to the Law Firm. If this Agreement is so terminated, the County shall be liable only for payment required under this Agreement for properly authorized services rendered, or materials, supplies and/or equipment delivered to and accepted by the County prior to the effective date of Agreement termination. The County shall have no other obligation whatsoever to the Law Firm for such termination.
- E. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Law Firm's obligations under this Agreement.

### **XIII. DISPUTE RESOLUTION**

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.
- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- E. Unless otherwise agreed in writing, the Law Firm shall be required to continue all obligations under this Agreement during the pendency of a claim or dispute including, but not limited to, actual periods of mediation or judicial proceedings.

### **XIV. STOP WORK ORDER**

The County may, at any time, by written order to the Law Firm, require the Law Firm to stop all or any part of the work called for by this Agreement. Any



order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Law Firm. Upon receipt of such an order, the Law Firm shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Law Firm shall not resume work unless specifically so directed in writing by the County. The County may take one of the following actions:

1. Cancel the stop work order; or
2. Terminate the work covered by the order; or
3. Terminate the Agreement in accordance with provisions contained in Section XII.

In the event the County does not direct the Law Firm to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XII. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the County does not direct the Law Firm to resume work within ninety (90) days, the Law Firm may terminate this Agreement.

**XV. MISCELLANEOUS**

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting party to this Agreement. Notwithstanding the foregoing provision, the Law Firm may assign its rights if given written authorization by the County and claims for the money due or to become due to the Law Firm from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.

- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- G. If the Law Firm is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- H. When any period of time is referred to by days herein, it shall be computed to exclude the first day and include the last day of such period. When the period of time is fewer than three (3) days, it shall mean business days as defined by Lee County. If the period of time is greater than three (3) days, then it shall mean calendar days. For any period of time greater than seven (7) days, where the deadline falls on a Saturday, Sunday, or Lee County recognized holiday, the deadline will then fall to the next Monday or non-Lee County recognized holiday.
- I. Any notices of default or termination shall be sufficient if sent by the parties via email, United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Law Firm's Representative

Name: Joseph Ullo  
 Title: Shareholder  
 Address: 215 S. Monroe Street  
Suite 500  
Tallahassee, FL 32301  
 Telephone: 850-513-3611  
 Facsimile: 850-222-0398  
 Email: jullo@carltonfields.com

County's Representative

Name: Mary Tucker  
 Title: Procurement  
Management Director  
 Address: P.O. Box 398  
Fort Myers, FL 33902  
 Telephone: (239) 533-8881  
 Facsimile: (239) 485-8383  
 Email: mtucker@leegov.com

- J. Any change in the County's or the Law Firm's Representative will be promptly communicated by the party making the change.

- K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- L. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
  - 1. Agreement
  - 2. County's Purchase Order
  - 3. Solicitation
  - 4. Law Firm's Submittal in Response to the Solicitation

[The remainder of this page intentionally left blank.]

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date last below written.

WITNESS:

Signed By: [Signature]  
Print Name: JASON J. QUINTERO

**CARLTON FIELDS, P.A.**

Signed By: [Signature]  
Print Name: GARY L. SASSO  
Title: PRESIDENT & CEO  
Date: 8/27/2024

**LEE COUNTY**

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

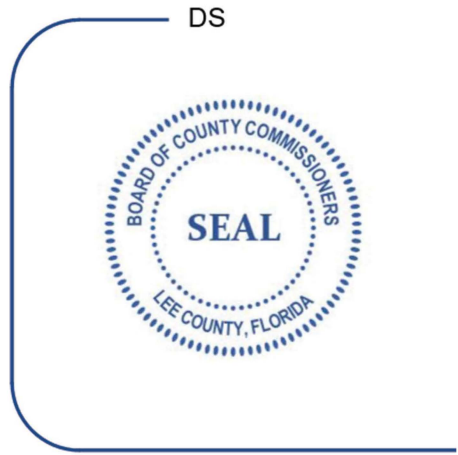
DocuSigned by:  
[Signature]  
Signed By: Mike Greenwell  
55F586F7224445A...  
Print Name: Mike Greenwell  
Title: Chair  
Date: 10/2/2024 | 10:57 AM EDT

ATTEST:  
CLERK OF THE CIRCUIT COURT

Signed by:  
[Signature]  
BY: Latasha Seth  
77C37938E6744EA...  
DEPUTY CLERK

APPROVED AS TO FORM FOR THE  
RELIANCE OF LEE COUNTY ONLY:

DocuSigned by:  
[Signature]  
BY: Amanda L. Swindle  
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OFFICE OF THE COUNTY ATTORNEY



## EXHIBIT A DETAILED SPECIFICATIONS

VER 04-09-24

### DETAILED SPECIFICATIONS

#### 1. GENERAL SCOPE OF WORK

- 1.1. The Lee County Board of County Commissioners is requesting proposals to contract with a skilled and qualified Law Firm to provide supplemental legal counsel services to support the Lee County Solid Waste Department's Long-Term Plan and infrastructure development.
- 1.2. Pursuant to the Lee County Charter, the County Attorney's Office provides legal counsel and representation to the Board of County Commissioners and its various departments, including Lee County Solid Waste, on all matters relating to their official duties and responsibilities. For certain specialized legal services, supplemental counsel may be procured, subject to supervision and approval by the Lee County Attorney.

#### 2. BACKGROUND

- 2.1. The Lee County Integrated Solid Waste System (ISWS) provides solid waste and recycling collection, processing, and disposal services to all areas of unincorporated Lee County and the municipalities of Bonita Springs, Village of Estero and Fort Myers Beach. It also provides processing services for recyclable material and yard waste, and disposal services to the cities of Cape Coral, Fort Myers, Sanibel, and adjacent Hendry County through long-term interlocal agreements. These services require infrastructure additions and improvements due to population growth; this waste growth is the basis for the ISWS Long-Term Plan.
- 2.2. The ISWS presently includes a Waste-to-Energy (WTE) Facility, a single stream Material Recovery Facility, a Construction & Demolition Debris Recycling Facility, a Horticulture Waste Processing Facility, a Household Chemical Waste Drop-off Facility, and a Compost Processing Facility for biosolids. A Class I Landfill, Ash Monofill, Class III Landfill, and two Transfer Stations located in Hendry County though owned and operated by Lee County.

#### 3. SERVICE REQUIREMENTS

- 3.1. Services will include legal advice and representation regarding matters involving environmental, regulatory, governmental, and administrative law issues and infrastructure growth under the Long-Term Plan when such services are deemed necessary and appropriate by the Solid Waste Department and the County Attorney. Primary tasks may include, but are not limited to:
  - 3.1.1 Assistance with strategic counsel and advice on solid waste business strategies and meeting expanding needs, especially new disposal, recycling, and transportation opportunities.
  - 3.1.2 Assistance with development and negotiation of disposal and landfill partner agreements.
  - 3.1.3 Assistance with development and permitting of the County's proposed or expanded solid waste management and recycling facilities and programs.
  - 3.1.4 Assistance with federal and state regulatory actions affecting the County's solid waste management and recycling facilities and programs.
  - 3.1.5 As requested by the County Attorney, assist with other legal matters that may affect or involve the County's solid waste management and recycling facilities and programs.

End of Detailed Specifications



Procurement Management Department  
 2115 Second Street, 1<sup>st</sup> Floor  
 Fort Myers, FL 33901  
 Main Line: (239) 533-8881  
 Fax Line: (239) 485-8383  
[www.lee.gov/procurement](http://www.lee.gov/procurement)

Posted Date: July 15, 2024

Solicitation No.: RFP240283BJB

Solicitation Name: Legal Services – Lee County Solid Waste Department

Subject: Addendum Number 1

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

1. QUESTIONS/ANSWERS

1.	The Submittal Requirements & Evaluation Criteria does not mention a fee proposal. Does Lee County intend to request fee proposals for this engagement at a later stage of the solicitation process?
Answer	Pricing is not to be placed within a firms proposal. Pricing is not being considered as an evaluated criteria for this solicitation. Proposals shall be submitted based on the criteria requested. Pricing will be negotiated with the highest ranking firm as established by the evaluation committee.
2.	In Tab 2: Firm’s Experience, do the three examples need to match the three projects from the Vendor Reference Forms?
Answer	No. The examples requested in Tab 2 do not need to match the three required Reference Surveys (Form 3) on page 29. They can be different.

**BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.**

**ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.**

Brian Boehs  
 Procurement Analyst Direct Line: 239-533-8887  
 Lee County Procurement Management



Procurement Management Department  
2115 Second Street, 1<sup>st</sup> Floor  
Fort Myers, FL 33901  
Main Line: (239) 533-8881  
Fax Line: (239) 485-8383

[www.leegov.com/procurement](http://www.leegov.com/procurement)

Posted Date: July 19, 2024

Solicitation No.: RFP240283BJB

Solicitation Name: Legal Services – Lee County Solid Waste Department

Subject: Addendum Number 2

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

1. OPEN DATE / BID DUE DATE EXTENSION NOTICE:

FROM: July 25, 2024 at 2:30 PM

TO: August 1, 2024 at 2:30 PM

Bidders must ensure they continue to monitor the Lee County Procurement website for any follow-up information regarding this solicitation.

**BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.**

**ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.**

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Brian Bochs  
Procurement Analyst Direct Line: 239-533-8887  
Lee County Procurement Management





Procurement Management Department  
2115 Second Street, 1<sup>st</sup> Floor  
Fort Myers, FL 33901  
Main Line: (239) 533-8881  
Fax Line: (239) 485-8383  
[www.lccgov.com/procurement](http://www.lccgov.com/procurement)

Posted Date: July 25, 2024

Solicitation No.: RFP240283BJB

Solicitation Name: Legal Services – Lee County Solid Waste Department

Subject: Addendum Number 3

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

1. QUESTIONS/ANSWERS

1.	Tab 4 of the Submittal Requirements contained in the RFP states that the "Lead Attorney must be licensed to practice within the State of Florida". We respectfully request that this requirement be changed to provide that an attorney on the team assigned to represent the County must be admitted in the State of Florida.
Answer	If an individual attorney will perform the services requested, he or she must be licensed to practice law in the State of Florida. If a team of attorneys will be assigned to perform the services requested, the lead attorney for that team must be licensed to practice law in the State of Florida, however this attorney would not necessarily have to be the managing partner, owner, named partner, principal attorney, or equivalent for a firm.

**BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.**

**ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.**

Brian Boehs  
Procurement Analyst Direct Line: 239-533-8887  
Lee County Procurement Management

**EXHIBIT B  
FEE SCHEDULE**

<i>Attorney</i>	<i>Hourly Rate</i>
Shareholder or Of Counsel	\$595.00
Associate	\$450.00
Paralegal	\$225.00

**NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS**

ITEM	BASIS OF CHARGE
Telephone (Long Distance)	Actual Cost
Postage and Shipping	Actual Cost
Commercial Air Travel	Actual Cost (Coach)
Vehicle Travel Allowance In accordance with the GSA M&IE schedule for Travel utilizing the "Fort Myers, Florida" rates	
Vehicle Rental/Gas	Actual Cost
Lodging (Per Person)	Actual Cost
Meals: In accordance with the GSA M&IE schedule for Travel utilizing the "Fort Myers, Florida" rates	
Reproduction (Photocopy) 8 1/2" x 11"	\$0.15/Page
8 1/2" x 14"	\$0.20/Page
11" x 14"	\$0.35/Page
Reproduction (Blue/White Prints)	\$0.20/Sq. Ft.
Printing/Binding	Actual Cost
Mylar Sheets	Actual Cost
Photographic Supplies & Services	Actual Cost
Tolls	Actual Cost
*List other specific project related reimbursables (i.e. film/developing):	
<b>NOTE: Receipts or in-house logs are required for all non-personnel reimbursable expenses unless exempt (such as meals).</b>	
Administrative Services Fee – Applicable only when specifically authorized by the County, for administering the procurement of special additional services, equipment, etc. not covered under the costs and/or changes established in the Agreement. No fees or mark-ups shall be authorized for reimbursable expenses.	

End of Exhibit B

## EXHIBIT C INSURANCE REQUIREMENTS



**Lee County Insurance Requirements  
Includes Professional Liability**

**Minimum Insurance Requirements:** *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided*

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:
  - \$1,000,000 per occurrence
  - \$2,000,000 general aggregate
  - \$1,000,000 products and completed operations
  - \$1,000,000 personal and advertising injury
  
- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:
  - \$1,000,000 combined single limit (CSL); or
  - \$500,000 bodily injury per person
  - \$1,000,000 bodily injury per accident
  - \$500,000 property damage per accident
  
- c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:
  - \$500,000 per accident
  - \$500,000 disease limit
  - \$500,000 disease – policy limit
  
- d. **Errors and Omissions** - Coverage shall include professional liability insurance, to cover claims arising out of negligent acts, errors or omissions of professional advice, privacy and network security insurance covering for losses arising from disclosure of confidential information, or other professional services.
  - \$1,000,000 per occurrence

***\*The required minimum limit of liability shown in a. and b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."***



**Lee County Insurance Requirements  
Includes Professional Liability**

**Verification of Coverage:**

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

a. **Under the Description of Operations, the following must read as listed:**

*"Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials are automatic additional insureds and includes an automatic waiver of subrogation with regard to general liability. The certificate holder is an additional insured on a primary and noncontributory basis with regards to general liability."*

b. **The certificate holder must read as follows:**

Lee County, a political subdivision and Charter County of the State of Florida  
P.O. Box 398  
Fort Myers, Florida 33902

**Special Requirements:**

1. An appropriate "Indemnification" clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to ensure that all subcontractors comply with all insurance requirements.

EXHIBIT D  
LAW FIRM BACKGROUND SCREENING AFFIDAVIT



LAW FIRM BACKGROUND  
SCREENING AFFIDAVIT

Florida Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Law Firm who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law.

The Law Firm is responsible for ensuring that such required background screenings are conducted in accordance with Florida Statutes Chapter 435. Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by Lee County at any time during such five (5) year period.

Under penalty of perjury, I declare that I have read and understand the requirements stated above, and that all required background screenings shall be conducted in accordance with this affidavit. I further understand that there may be additional local, state, and federal regulations that may require background screening, and that the Law Firm will be solely responsible for complying with such legal requirements. Furthermore, the Law Firm shall indemnify and hold Lee County harmless from any and all claims or actions resulting from failure to comply with this affidavit.

Date: 8/27/2024

[Signature]  
Signature  
PRESIDENT & CEO  
Name/Title

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by the above-named person and in their stated capacity, and is either personally known to me or who has produced the following type of identification: \_\_\_\_\_  
Type of Identification

[Stamp/seal required]

Deborah Elliott  
Signature, Notary Public

