



**Invitation to Bid (ITB)  
for  
Conflict Counsel  
ITB 2022-02**

**Submission Deadline:  
November 4, 2022 at 3:30 PM CST**

**Escambia Children's Trust  
1000 College Boulevard  
Bldg. 11, Suite 1100-H  
Pensacola, FL 32504  
(850) 475-4981**

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## PART ONE: GENERAL INFORMATION

### A. Introduction

The Board of the Escambia Children’s Trust (“ECT” or the “Trust”) seeks responsive bids from qualified law firms to serve as counsel in the event of a conflict of interest for ECT’s general counsel, Clark Partington Attorneys at Law. The term of the resulting contract will be one year with options for two additional years. The award determination will be based on the best interest of ECT. The ECT reserves the right to award a contract to or negotiate a contract with a responsible bidder submitting the most responsive or best alternative bid for a resulting contract that is most advantageous to and in the best interest of the ECT. The ECT shall be the sole judge of the proposal and the resulting contract, and its decision shall be final.

Respondents will be competing against each other for selection to provide legal services as conflict counsel to the Escambia Children’s Trust (“ECT”) as more fully described herein. The submissions of all Respondent firms shall be compared and evaluated pursuant to the evaluation criteria set forth in this solicitation.

#### RESPONDENTS PLEASE NOTE:

- Selection of a Respondent under this solicitation does not commit the ECT to procuring any services pursuant to this solicitation.
- The ECT will negotiate contract terms upon selection. All contracts are subject to review by legal counsel and approval by the ECT Board of Directors or designated committee. A firm will be awarded the work upon signing of a Contract, which outlines terms, scope, budget, and other necessary items. The ECT reserves the right to reject all proposals.

It is the intent and purpose of the ECT that this solicitation promotes competitive selection. It shall be the Respondent’s responsibility to advise ECT if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this solicitation to a single source.

For more information on the Escambia Children’s Trust, visit the agency’s website at [www.escambiachildrenstrust.org](http://www.escambiachildrenstrust.org).

## B. Overview of the Escambia Children's Trust

The Escambia Children's Trust (ECT) is an independent special taxing district in accordance with §125.901, Fla. Stat. and Escambia County Ordinance 2020-22. A copy of the provisions from the Escambia County Code and Florida Law are attached hereto as **Exhibit One** to the Solicitation. **Attachment K** is an acknowledgment that the Respondent has reviewed the subject provisions.

The agency was established by referendum in November of 2020 with the first round of funding being received in November of 2021. The purpose of the Escambia Children's Trust is to invest in the well-being of children in Escambia County by maximizing resources and ensuring accountability through investment in and support to community provider programs. The Trust shall serve to collaborate and support necessary educational, preventive, developmental, treatment, intervention, and rehabilitative services for children within the County through funding and/or through cooperative agreements where not otherwise prohibited. The primary source of ECT's revenues are ad valorem taxes which are levied yearly in accordance with § 200, Fla. Stat. The ECT's fiscal year runs from October 1 to September 30.

## C. Scope of Services

The purpose of this ITB is to procure the services of a qualified law firm to serve as counsel in the event of a conflict of interest for ECT's general counsel, Clark Partington Attorneys at Law.

Under the resulting Agreement, Conflict Counsel will provide the following services on a fixed rate arrangement:

1. Provide legal advice, counsel services, and consultation to the Trust positional and appointed officials, representatives, and employees on a wide variety of civil assignments;
2. Answer requests for legal opinions, in writing and verbally. Prepare written legal opinions at the request of the Trust positional and appointed officials, representatives, and employees. Availability to answer staff questions by telephone;
3. Appear before administrative agencies, County Commissioners, and others to represent the Trust's interests;
4. Provide guidance and legal advice on the Government-in-the-Sunshine Law, the Freedom of Information Act, Robert's Rules of Order, Board rules and procedures, § 125.901 and 200.065, Fla. Stat., Escambia County Ordinance § 2020-22, and other laws related to an independent special district;
5. Assist the Trust officials and employees to maintain awareness of ethical standards and appearance or fairness standards and to avoid potential conflicts of interest, prohibited transactions, and the appearance of prohibited transactions;
6. Prepare and review ordinances and resolutions for legal correctness and acceptability;

7. Prepare and review contracts and other documents for legal correctness and acceptability;
8. Perform other legal services and tasks, as requested.

## PART TWO: SUBMISSION OF RESPONSES

### A. Schedule

1. The solicitation process will proceed according to the following anticipated schedule:

Release of Invitation to Bid	Thursday, September 14, 2022
Last Day for ITB Clarifications	Thursday, November 3, 2022
<b>Bid Submission Deadline</b>	<b>Friday, November 4, 2022</b>
ECT Board Approval	Tuesday, November 8, 2022
Contract Start Date	Monday, November 14, 2022

2. Responses will be due no later than **Friday, November 4, 2022, at 3:30 p.m. (CDT)**. Responses received later than the date and time specified will not be considered. The ECT assumes no responsibility or liability for late delivery or receipt of responses. The burden is on the Respondent to confirm receipt by the ECT of any submittal.
3. The responses will be evaluated pursuant to the criteria set forth in this solicitation. Notification of selection or non-selection of all Respondents who submitted conforming responses will be emailed when the selection process is final.

### B. Questions

Questions regarding this solicitation must be submitted to: [tabrams@escambiachildrenstrust.org](mailto:tabrams@escambiachildrenstrust.org).

### C. Instructions for Submission of Responses

Respondents are cautioned to read carefully and conform to the requirements of this solicitation. Failure to comply with the provisions of this solicitation may serve as grounds for rejection of a response.

1. All responses must be submitted by **Friday, November 4, 2022, at 3:30 p.m. (CDT)**.
2. Responses submitted after the deadline will not be accepted. It is neither the ECT's responsibility nor practice to acknowledge receipt of any submission. It is the respondent's responsibility to assure that a proposal is received in a timely manner.
3. All expenses for a response to this solicitation are to be borne by the Respondent.
4. Interested firms should submit a fixed rate price for identified services. The price shall include all labor, material, and equipment necessary for the performance of

the agreement.

5. ECT expects all firms to consent to the scope of work and specifications outlined herein. Exceptions must be clearly noted in the submission.
6. ECT reserves the right to reject any and all submissions, to waive irregularities and informalities, to request additional information from respondents, and further reserves the right to select the responsive submission which furthers the best interests of ECT.
7. Responsive submissions shall clearly indicate the legal name, address, telephone number, and email address of the firm.
8. Submissions shall be binding and in effect for a period of ninety (90) days following the proposal opening.
9. All interested firms shall submit their sealed bid to:  
Escambia Children's Trust  
1000 College Blvd.  
Bldg. 11, STE 1100  
Pensacola, FL 32504

The envelope should be marked: "In Response to ITB for Counsel Services." Faxed or emailed proposals will not be considered.

10. A statement indicating compliance with the terms, conditions and specifications contained in this solicitation must be presented in the response.
11. Proposals are to be submitted no later than **Friday, November 4, 2022, at 3:30 p.m. (CDT)** and must be submitted as shown above in number 9.

## 12. [Information Required](#)

### 1. Executive Summary:

Respondents should provide a summary of their organization, their qualifications, and their proposed approach for working with the ECT. This summary should be a maximum of one (1) page in length.

### 2. Statement of Law Firm Qualifications:

- a. Describe the organization, date founded, ownership, and other business affiliations.
- b. Provide a list of addresses for firm offices located in Escambia County, Florida. Identify the office location that will service the account.
- c. Describe the experience of the firm in providing similar civil legal services for

other Florida local governments or independent special districts. Include the names, addresses, contact persons, and telephone numbers of prior organizations similar to an independent special district that the firm has represented within the past three years.

- d. Describe the depth of the firm including capabilities and availability of resources.
- e. Provide an affirmative statement that you are independent of ECT and that you are properly licensed to practice in the State of Florida.

3. Personnel:

- a. Describe the makeup of the ECT legal team; who the primary contact will be and what, if any, experience these individuals have in working with governmental clients. Please address customer service.
- b. Provide resumes of staff to be assigned to the ECT legal team, including their education, position in the firm, years and types of experience, etc.

4. Legal Services:

- a. Provide a description of legal services available.
- b. Describe your firm's approach to the provision of legal services and your understanding of the scope of services contained in this solicitation.

5. Estimated Fee Schedule:

Provide a fee schedule. Include information indicating how the price was determined. For example, the Respondent should indicate the estimated number of hours by staff level, hourly rates and total cost by staff level. Any out-of-pocket expenses should also be indicated.

6. References:

Provide a list of at least three (3) references and contact information.

7. Agreement:

Respondents are expected to submit a proposed agreement for services with their bid.

8. Include a W-9 Form and Tax Identification Number (TIN).

9. Include a completed ECT Vendor Questionnaire contained herein as **Attachment A**.
10. Include a completed Information Sheet for Transactions and Conveyances Corporate Identification contained herein as **Attachment B**.
11. Conflict of Interest:

Indicate whether the Respondent/Firm has any conflict of interest.

No member or employee of the contracting entity/ECT or its designees or agents; no member of the governing body; and no other ECT official who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Respondent shall cause to be incorporated in all subcontracts, the language set forth in this paragraph prohibiting conflict of interest.

It shall be unethical for any ECT employee to participate directly or indirectly in a procurement contract when the ECT employee knows that:

- (1) The ECT employee or any member of the ECT employee's immediate family has a financial interest in the procurement contract; or
- (2) Any other person, business, or organization with whom the member of the ECT, ECT employee, or any member of an ECT employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement contract.

It shall be unethical for any person to offer, give, or agree to give any ECT member, employee or former ECT employee, or for any ECT member, employee or former ECT employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, or in any other advisory capacity ECT in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier sub-contractor or any person associated therewith, as an inducement for the award of a subcontract or order.

Include a completed Conflict of Interest Form and Litigation Statement contained



herein as **Attachment C**.

12. Include a completed Certification Regarding E-Verify System contained herein as **Attachment D**.
13. Include a completed Equal Employment Opportunity Statement contained herein as **Attachment E**.
14. Include a Statement on Public Entity Crimes contained herein as **Attachment F**.
15. Include a completed Drug-Free Workplace Form contained herein as **Attachment G**.
16. If applicable, include an Acknowledgement of Addenda contained herein as **Attachment H**.
17. Include a complete listing of Firm branch offices contained herein as **Attachment I**.
18. Include a completed Signature Sheet contained herein as **Attachment J**.
19. Include a completed Acknowledgement of Exhibit One contained herein as **Attachment K**.

#### E. Exceptions

If taking exception to any portion of the solicitation specifications, the Respondent must indicate those exceptions in its submission.

#### F. Chapter 119, Florida Statutes

Upon the deadline for submission, Proposals become subject to public disclosure in accordance with Chapter 119, Florida Statutes.

#### G. Correction of Proposals

Correction of inadvertently erroneous bid submissions shall be permitted up to the time of solicitation deadline. Respondents shall not be allowed to modify their proposals after the submission deadline time and date.

#### H. Opening of Proposals

Proposals will be received until the date and time stated in this solicitation and will be publicly opened and read at the place, time and date stated. No responsibility will attach the ECT for the premature opening of a proposal not properly addressed and identified.

## I. Rejection of Proposals

PROPOSALS MAY BE REJECTED AND/OR RESPONDENT(S) DISQUALIFIED FOR THE FOLLOWING REASONS:

1. Failure to update the information on file including address, product, service or business descriptions.
2. Failure to perform according to contract provisions.
3. Conviction in a court of law of any criminal offense in connection with the conduct of business.
4. Evidence of a violation of any federal or state antitrust law based on the submission of proposals, or the awarding of contracts.
5. Evidence that the Respondent has attempted to give an ECT member or employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the ECT purchasing activity.
6. Other reasons deemed appropriate by ECT.

## J. Cone of Silence

The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the execution of the award. The Cone of Silence is defined as the period beginning with the issuance of the solicitation document and continues through the execution of the award document. During this time Respondents, service providers and the like are prohibited from all communications regarding the solicitation with ECT members, ECT staff, ECT consultants, ECT Agents, or appointed officials. Any Respondent who initiates any discussions or attempts to influence a member or members of the aforementioned shall be disqualified from continued participation in the procurement process with regard to that particular solicitation.

Exceptions to the Cone of Silence: Written communication directed to the Procurement Officer, Tammy Abrams via email at [tabrams@escambiachildrenstrust.org](mailto:tabrams@escambiachildrenstrust.org); oral presentations before publicly noticed committee meetings, if any; procurement of goods and services for emergency situations; and Respondents already on contract with the ECT to perform services for the ECT are allowed discussions necessary for the completion of an existing contract.

## K. Disclosure of Conflicts

The award is subject to the provisions of Chapter 112.313, Florida Statutes. All Respondents must disclose with their Response the name of any officer, director, or agent who is also an employee of the ECT. Further, all Respondents must disclose the name of any employee who owns, directly or indirectly, an interest in the Respondent's firm or any of its branches. The

Respondent shall not compensate, in any manner, directly or indirectly, any officer, agent, or employee of the ECT for any act or service that he/she may do, or perform for, or on behalf of any officer, agent or employee of the Respondent. The Respondent shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under the Solicitation.

#### L. Americans with Disabilities Act (ADA)

If you need special services or accommodations in accordance with the Americans with Disabilities Act, please contact the Escambia Children's Trust, at [info@escambiachildrenstrust.org](mailto:info@escambiachildrenstrust.org) at least 48 hours before the scheduled event.

#### M. Options

At the discretion of Escambia Children's Trust, this conflict counsel contract may be extended for two additional one-year periods. The cost for the option periods will be agreed upon by Escambia Children's Trust and the Respondent.

### PART THREE: EVALUATION PROCESS AND CRITERIA

The Escambia Children's Trust Board or designated committee shall evaluate each Response that is properly submitted. However, the Trust reserves the right to make an award without further discussion of the proposals submitted. Therefore, proposals should be submitted initially on the most favorable terms, from both technical and price standpoints, which the Respondent can propose. The written submissions will be evaluated and ranked based on the criteria enumerated below.

Selection will be awarded based solely on ranking of written proposals deemed to be fully qualified and best suited. However, at the discretion of the ECT or designated committee, two or more Respondents may be asked to provide oral presentations to the ECT or designated committee. Notice of the assigned times will be communicated in advance to the Respondent. These exchanges are not in any way be construed as a "negotiation" of terms by either party.

Selection of a Respondent to provide Conflict Counsel Services will be based on the following criteria:

#### 1. Prior experience (0-30 points)

Prior experience providing legal services to independent special districts or similar governmental entities. Escambia Children's Trust will contact references to verify the experience provided by the Respondent.

2. Organization, size, and structure of Respondent's firm (0-10 points)
  - a. Adequate size of the firm
  - b. Minority/small business
  
3. Qualifications of staff to provide legal services. This will be determined from resumes submitted; include education, position in firm, years and types of experience. (0-25 points)
  - a. Legal team makeup
  - b. Overall supervision to be exercised
  - c. Prior experience of the individual legal team members
  
4. Respondent's understanding of work to be performed. (15 points)
  - a. Adequate coverage
  - b. Realistic time estimates of legal tasks to be performed
  
5. Price (0-20 points)

Maximum points = 100

While the order of these factors does not generally denote relative importance, the ECT acknowledges that selecting best value providers primarily requires a balanced combination of (1) reasonable rates and the availability of flat fees, blended rates, and caps on fees; (2) strong experience and demonstrated expertise in providing civil legal services to similar entities; and (3) a demonstrated commitment to diversity and inclusion.

The ECT reserves the right to consider such other relevant factors, as it deems appropriate in order to hire the best value provider of the Conflict Counsel Legal Services. The ECT may or may not seek additional information from Respondents prior to making a selection. This solicitation does not commit ECT to select any firm, award any work order, pay any costs incurred in preparing a response, or procure or contract for any services or supplies. The ECT reserves the right to accept or reject any or all submittals received, cancel or modify the solicitation in part or in its entirety, or change the solicitation guidelines, when it is in the best interests of the ECT to do so.

## PART FOUR: OTHER PROVISIONS

### A. General Information

The ECT will award a contract only to a responsive and responsible Respondent. To qualify as responsive, the Respondent must respond to all requirements of the solicitation in a complete and thorough manner. In order to qualify as responsible, the Respondent must demonstrate: (1) the availability of adequate resources and staffing to efficiently and expeditiously meet the ECT's needs; (2) the necessary experience, organization, qualifications, skills and facilities to provide Conflict Counsel Services as set forth in this solicitation; (3) a satisfactory record of performance in the provision of the Conflict Counsel Services set forth in this solicitation; (4) a demonstrated commitment to diversity and inclusion; and (5) the ability and willingness to comply with the requirements of Federal and State law relative to equal employment opportunity.

ANY PROPOSAL DETERMINED TO BE NONRESPONSIVE TO THIS SOLICITATION, INCLUDING INSTRUCTIONS GOVERNING THE SUBMISSION OF PROPOSALS, WILL BE DISQUALIFIED WITHOUT EVALUATION UNLESS THE ECT OR DESIGNATED COMMITTEE DETERMINES THAT THE NONCOMPLIANCE IS INSUBSTANTIAL.

The ECT makes no guarantee that any Conflict Counsel Services will be purchased pursuant to any Contract entered into with Respondent as a result of this solicitation.

Unless otherwise specified in this solicitation, all communications, responses, and documentation must be in English, and all cost proposals or figures in U.S. currency. All responses must be submitted in accordance with the specific terms of this solicitation.

Respondents are prohibited from communicating directly with any member of the ECT except as specified in this solicitation, and no other individual employee or representative is authorized to provide any information or respond to any questions or inquiries concerning this solicitation.

The goal of this solicitation is to select and enter into a Contract with the Respondent that will provide the best value of Conflict Counsel Services to achieve the procurement goals of the ECT.

Costs that are not specifically identified in the Respondent's response and/or not specifically accepted by the ECT as part of the Contract will not be compensated under any contract awarded pursuant to this solicitation.

Respondent's submitted bid shall be treated by the ECT as an accurate statement of Respondent's capabilities and experience. Should any statement asserted by Respondent prove to be inaccurate or inconsistent with the foregoing, such inaccuracy or inconsistency shall constitute sufficient cause for rejection of the Response and/or of any resulting contract.

The ECT or designated committee will rule on any such matters and will determine appropriate action.

If the ECT determines that it is necessary to revise any part of this solicitation, or if additional data is necessary to clarify any of its provisions, a supplement will be issued in the same manner as originally distributed.

The ECT's solicitation evaluation personnel reserve the right to amend the solicitation at any time prior to the deadline for submission of responses.

Submitted Responses must be valid in all respects for a minimum period of ninety (90) days after the deadline for submission.

The Contract and work orders entered into as a result of this solicitation shall be on a fee for service basis.

It is anticipated that the ECT shall select one Respondent to this solicitation and intends to enter into a Contract with one Respondent. It is anticipated that the term of the Contract entered into pursuant to this solicitation will be for a term of one year, with an option for the ECT to renew it in its discretion for an additional two one-year terms.

## B. Waiver Authority

The ECT reserves the right, at its sole discretion, to waive minor irregularities in submittal requirements, to request modifications of the response, to accept or reject any or all responses received, and/or to cancel all or part of this solicitation at any time prior to awards.

## C. Disclaimer

This solicitation does not commit the ECT to award any funds, pay any costs incurred in preparing a response, or procure or contract for services or supplies. The ECT reserves the right to accept or reject any or all responses received, negotiate with all qualified Respondents, cancel or modify the solicitation in part or in its entirety, or change the response guidelines, when it is in its best interests.

## D. Changes/Amendments to Solicitation

This solicitation has been distributed electronically using various sites. It is the responsibility of respondents to check these sites for any addenda or modifications to a solicitation to which they intend to respond. The ECT accepts no liability and will provide no accommodation to Respondents who submit a response based on an out-of-date solicitation

document.

#### E. Contract Ethics

The following contract ethics will also apply.

1. No official or employee of the Trust who exercises any responsibilities in the review, approval, or implementation of the proposal or agreement shall participate in any decisions, which affects his or her direct or indirect personal or financial interest.
2. The firm shall not assign any interest in this agreement and shall not transfer any interest in the same without the prior written consent of the Trust.
3. The firm shall not accept any client or project that places it in a conflict of interest with its representation of the Trust. If such conflict of interest is subsequently discovered, the Trust shall be promptly notified.

#### F. Indemnification and Hold Harmless

Respondent covenants and agrees that it will indemnify and hold harmless the ECT and all of the ECT's officers, agents, and employees from any claim, loss, damage, costs, charge or expense arising out of any act, action, neglect or omission by Respondent during the performance of the contract, whether direct, or indirect, and whether to any person or property to which the ECT of said parties may be subject, except that neither the Respondent nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of ECT or any of its officers, agents, or employees.

#### G. Insurance

If required upon execution of a contract, the Respondent shall maintain insurance during the life of this agreement, and the ECT shall be listed as additional insured on that insurance document. A waiver of subrogation must be added in all areas and shall suffice in lieu of additional insured on workers' compensation, in an amount and a form set forth herein, to insure against risks, which are identified herein. Insurance providers must be rated "A" or better accordingly to the A.M. Best Company.

#### H. Independent Contractor

It is expressly understood and agreed by both parties hereto that the ECT is contracting with the successful Respondent as an independent contractor. The parties hereto understand and

agree that the ECT shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful Respondent under this contract and that the successful Respondent has no authority to bind the ECT. The Respondent represents itself to be an independent contractor offering such services to the public and shall not represent himself or his employees to be an employee of the ECT. Therefore, the Respondent shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, worker's compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the ECT, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney's fees); and damage of any kind related to such matters. The Respondent shall further understand that the ECT cannot save and hold harmless and or indemnify the Respondent and/or the Respondent's employees against any liability incurred or arising as a result of any activity of the Respondent or any activity of the Respondent's employees performed in connection with the Contract.

#### I. Clarifications

Questions regarding this solicitation process and questions relative to the scope of services shall be addressed to the Procurement Officer, Tammy Abrams, Director of Finance and Operations, in writing via email only at [tabrams@escambiachildrenstrust.org](mailto:tabrams@escambiachildrenstrust.org) and must be received no later than **Thursday, November 3, 2022 at 3:30 p.m. (CDT)**. Any interpretations, clarifications, or changes made will be in the form of written addenda issued by ECT and posted on its website at [www.escambiachildrenstrust.org](http://www.escambiachildrenstrust.org). Oral answers will not be authoritative.

#### J. Evaluation of Responses

The ECT shall evaluate all responses. The ECT full board meeting will be held on **Tuesday, November 8, 2022, at 5:30 p.m. (CDT)**.



## Exhibit One

For the full text of the applicable laws and regulations, please use the following web links:

- ❖ Ordinance 2020-22 of Escambia County, Florida

<https://escambiachildrenstrust.org/wp-content/uploads/2022/08/Escambia-Childrens-Trust-Final-Ordinance.pdf>

- ❖ Chapter 189, Florida Statutes (2021)

[http://www.leg.state.fl.us/Statutes/index.cfm?App\\_mode=Display\\_Statute&URL=0100-0199/0189/0189ContentsIndex.html&StatuteYear=2021&Title=%2D%3E2021%2D%3EChapter%20189](http://www.leg.state.fl.us/Statutes/index.cfm?App_mode=Display_Statute&URL=0100-0199/0189/0189ContentsIndex.html&StatuteYear=2021&Title=%2D%3E2021%2D%3EChapter%20189)

- ❖ Chapter 218, Florida Statutes (2021)

[http://www.leg.state.fl.us/statutes/index.cfm?App\\_mode=Display\\_Statute&URL=0200-0299/0218/0218.html](http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0200-0299/0218/0218.html)

# ATTACHMENT A

## Escambia Children's Trust Vendor Questionnaire

Additional space may be required. Please answer questions in the order presented. All questions must be answered, or Respondent may be disqualified.

Name of Respondent: \_\_\_\_\_

1) Has your company ever been denied insurance or had insurance canceled?

No       Yes

2) Is your company bondable?

No       Yes

3) Has your company ever been denied bond? If yes, explain.

No       Yes; \_\_\_\_\_

4) Can your insurance company produce a certificate of insurance stating your limits and naming Escambia Children's Trust as an Additional Insured?

No       Yes

5) Is your company in any stage of bankruptcy, including initial filing?

No       Yes

6) Has your company been disbarred by the Federal Government or any State or Local Government?

No       Yes

7) How many employees does your company have?

*Employees:* Full Time \_\_\_\_\_ Part Time \_\_\_\_\_

*Contractors:* Full Time \_\_\_\_\_ Part Time \_\_\_\_\_

# ATTACHMENT B

## Information Sheet for Transactions and Conveyances Corporate Identification

(Page 1 of 2)

The following information will be provided to the attorney for Escambia Children's Trust for incorporation in legal documents. It is, therefore, vital that all information is accurate and complete. Please be certain that all spelling, capitalization, etc. is exactly as registered with the State of Florida or Federal Government.

<b>Name of Corporation:</b> <i>Spelled exactly as it is registered with the State or Federal Government</i>	
<b>State Where Incorporated:</b>	
<b>Corporate Address:</b> <i>Please provide both the post office box and street address for mail and/or express delivery; if applicable</i>	

**Status of corporation:**      For Profit     Not for Profit

**In good standing:**     No                     Yes

**Authorized to transact business in Florida:**                     No                     Yes

**Florida Dept of State Certificate of Authority Document Number:** \_\_\_\_\_

**Registered fictitious name:**     No     Yes: \_\_\_\_\_

**Names of Officers:**

President: \_\_\_\_\_  
Vice President: \_\_\_\_\_  
Treasurer: \_\_\_\_\_  
Secretary: \_\_\_\_\_  
Director: \_\_\_\_\_  
Other: \_\_\_\_\_

**Information Sheet for Transactions and Conveyances  
Corporate Identification**

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**Federal Identification Number:** \_\_\_\_\_  
(For all instruments to be recorded, taxpayer's identification is needed.)

**Contact Person for Company:** \_\_\_\_\_

**E-Mail:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Facsimile:** \_\_\_\_\_

Upon Certification of Award, Contract shall be signed by the President or Vice President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded Contractor shall submit a copy of the resolution together with the executed Contract to the Escambia Children's Trust.

**Firm Name:** \_\_\_\_\_

**Name of Authorized Signer:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Date Signed:** \_\_\_\_\_

# ATTACHMENT C

## CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

### CHECK ONE

To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

The undersigned firm, **BY ATTACHMENT TO THIS FORM**, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

## LITIGATION STATEMENT

### CHECK ONE

The undersigned firm has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

The undersigned firm, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
NAME

\_\_\_\_\_  
TITLE

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your proposal.

# ATTACHMENT D

## **Certification Regarding E-Verify System**

Pursuant to §448.095, Florida Statutes, the Contractor hereby certifies the following:

Contractor shall register with and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by Contractor during the term of this Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Contractor enters into a contract with a subcontractor performing work or providing services on its behalf, Contractor shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

Failure to comply with these requirements shall be cause for immediate termination of the Agreement.

Firm Name: \_\_\_\_\_

Name of Authorized Signer: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date Signed: \_\_\_\_\_

# ATTACHMENT E

## EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

The undersigned Respondent, by the signature below, represents that the foregoing information is true and correct. The undersigned Respondent, by the signature below, provides assurances to the Escambia Children's Trust of its compliance with Federal, State and local affirmative action and equal employment opportunity requirements. The undersigned Respondent further assures that it and its sub-contractors/sub-recipients' facilities are accessible to the handicapped (if applicable).

IN WITNESS WHEREOF, this Equal Employment Opportunity Statement is hereby signed as of the date indicated.

Firm Name: \_\_\_\_\_

Name of Authorized Signer: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date Signed: \_\_\_\_\_

# ATTACHMENT F

## STATEMENT ON PUBLIC ENTITY CRIMES

In accordance with Florida Statute 287.133, the following information is provided:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute 287.017 for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

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

NAME: \_\_\_\_\_

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

DATE: \_\_\_\_\_



# ATTACHMENT G

## DRUG-FREE WORKPLACE FORM

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that \_\_\_\_\_ does:  
*Name of Business*

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, 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 proposal a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will adhere to 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 Florida Statute 893 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 of Paragraphs 1 thru 5.

As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Date

# ATTACHMENT H

## ACKNOWLEDGEMENT OF ADDENDA CONFLICT COUNSEL

The proposer shall acknowledge receipt of any addenda issued to the solicitation by completing the blocks below and including it in the proposal. Failure to acknowledge an addendum that has a material impact on the solicitation may negatively impact the responsiveness of your proposal. Material impacts included but are not limited to changes with specifications, scope of work, delivery time, performance period, bonds, letters of credit, insurance, qualifications, etc.

<b>Addendum Number</b>	<b>Date</b>	<b>Signature</b>

**ATTACHMENT I**

**LAW FIRM OFFICE LOCATIONS**

(Please list all addresses here)

ATTACHMENT J

**SIGNATURE SHEET**

**Conflict Counsel Services for Escambia Children’s Trust  
ITB 2022-02**

The undersigned, as Vendor, does declare that no other persons other than the Vendor herein named has any interest in this proposal or in the contract to be taken, and that it is made without any connection with any other person or persons making a proposal for the same articles, and it is in all respects fair and without collusion or fraud. The undersigned further declares that he has carefully examined the specifications and is thoroughly familiar with their provisions and penalties.

The Vendor proposes and agrees that, if this proposal is accepted, to contract with the Escambia Children’s Trust, in the form of contract specified, to furnish all the material, equipment, machinery, tools, apparatus, labor, means of transportation (including freight costs) necessary to provide conflict counsel legal services:

Legal Name of Firm:

\_\_\_\_\_

Address:

\_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email Address \_\_\_\_\_

**To receive consideration for award,  
responses must include this signature sheet.**

# ATTACHMENT K

## Acknowledgment

The undersigned, as Vendor, does declare that the firm has received and reviewed a copy of Exhibit One which contains Escambia County Ordinance 2020-22, Chapter 189, Florida Statutes, and Chapter 218, Florida Statutes.

Legal Name of Firm: \_\_\_\_\_

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

Date: \_\_\_\_\_