

ESCAMBIA COUNTY FLORIDA

REQUEST FOR PROPOSAL

OUTSIDE LEGAL COUNSEL FOR OPIOID LITIGATION

Solicitation Identification Number PD 17-18.001

Proposals Will Be Received Until: **1:00 p.m. CST, December 22, 2017**

Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32597-1591

Attention: Paul R. Nobles, CPPO, CPPB, FCN, FCCM

Board of County Commissioners

Jeff Bergosh, Chairman
Lumon J. May, Vice Chairman
Steven Barry
Grover C. Robinson IV
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

All requests for assistance should be made in writing when possible. Responses will be provided to all known submitters in writing. No verbal responses will be provided.

Assistance:

Paul R. Nobles, CPPO, CPPB, FCN, FCCM
Purchasing Manager
Office of Purchasing
Matt Langley Bell III Building
213 Palafox Place
2nd Floor, Room 11.101
Pensacola, FL 32502
T: 850.595.4918
e-mail: prnobles@myescambia.com

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.
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SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).

**ESCAMBIA COUNTY FLORIDA
REQUEST FOR PROPOSALS
PROPOSER'S CHECKLIST
OUTSIDE LEGAL COUNSEL FOR OPIOID LITIGATION
SPECIFICATION PD 17-18.001**

HOW TO SUBMIT YOUR PROPOSAL:

- Please review this document carefully. Offers that are accepted by the county are binding contracts. **INCOMPLETE PROPOSALS ARE NOT ACCEPTABLE.** All documents and submittals shall be received by the office of purchasing on or before date and hour for specified for receipt. Late proposals will be returned unopened.

*** Documents submitted with Proposal are to be on the forms provided in the Request for Proposals and photocopies of other required documents**

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH PROPOSAL:

- Proposal
 - Technical (as described beginning on page 11)
 - Fee Proposal (as described beginning on page 13)

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH PROPOSAL:

- Certificate of Authority to do Business from the State of Florida (Information Can Be Obtained at <http://www.sunbiz.org/search.html>)
- Letter from Insurance Carrier as to Capacity to Provide a Certificate of Insurance as Specified In the "Insurance Requirements" (pg 4)
- Sworn Statement Pursuant to Section 287.133 (3)(A), Florida Statutes, On Entity Crimes (pgs 14 & 15)
- Drug-Free Workplace Form (pg 16)
- Information Sheet for Transactions and Conveyances Corporate Identification (pgs 17 & 18)

BEFORE YOU SUBMIT YOUR PROPOSAL, HAVE YOU:

- Placed your proposal with all required submittal items in a sealed envelope clearly marked for specification number, project name, name of proposer, and due date and time of proposal receipt?

THE FOLLOWING SUBMITTALS ARE RETURNED UPON NOTICE OF AWARD:

- Certificate of Insurance

HOW TO SUBMIT A NO PROPOSAL:

- If you do not wish to propose at this time, please remove the solicitation, offer and award form from the proposal solicitation package and enter no proposal in the **"REASON FOR NO PROPOSAL"** block, your company's name, address, signature, and return the solicitation, offer and award form in a sealed envelope. This will ensure your company's active status in our bidder's list.

This Form Is For Your Convenience To Assist In Filling Out Your Proposal Only.

Do Not Return With Your Proposal

REQUEST FOR PROPOSAL UNIFORM CONTRACT FORMAT

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ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (<http://myescambia.com/business/uniform-contract-format>), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850) 595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information See Home Page URL: <http://www.myescambia.com>
Click on **ON-LINE SOLICITATIONS**

1. **Sealed Solicitations**
2. **Execution of Solicitation**
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4. **Solicitation Opening**
5. **Prices, Terms and Payment**
 - 5.01 **Taxes**
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7. **Manufacturers' Name and Approved Equivalents**
8. **Interpretations/Disputes**
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 - 9.01 **County Procedure on Acceptance of Gifts**
 - 9.02 **Contractors Required to Disclose any Gift Giving**
 - 9.03 **Gratuities**
10. **Awards**
11. **Nonconformance to Contract Conditions**
12. **Inspection, Acceptance and Title**
13. **Governmental Restrictions**
14. **Legal Requirements**
15. **Patents and Royalties**
16. **Price Adjustments**
17. **Cancellation**
18. **Abnormal Quantities**
19. **Advertising**
20. **Assignment**
21. **Liability**

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference (continued).

- 22. **Facilities**
- 23. **Distribution of Certification of Contract**
- 24. **The Successful Bidder(s) must Provide**
- 25. **Addition/deletion of Items**
- 26. **Ordering Instructions**
- 27. **Public Records**
- 28. **Delivery**
- 29. **Samples**
- 30. **Additional Quantities**
- 31. **Service and Warranty**
- 32. **Default**
- 33. **Equal Employment Opportunity**
- 34. **Florida Preference**
- 35. **Contractor Personnel**
- 36. **Award**
- 37. **Uniform Commercial Code**
- 38. **Contractual Agreement**
- 39. **Payment Terms/Discounts**
- 40. **Improper Invoice; Resolution of Disputes**
- 41. **Public Entity Crimes**
- 42. **Suspended and Debarred Vendors**
- 43. **Drug-Free Workplace Form**
- 44. **Information Sheet for Transactions and Conveyances**
- 45. **Copies**
- 46. **License and Certifications** - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations,
[URL:http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html](http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html)
- 47. **Execution of Contract**
- 48. **Purchase Order**
- 49. **No Contingent Fees**
- 50. **Solicitation Expenses**
- 51. **On-Line Auction Services**

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s)

Instructions to Offerors

1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

Specification Number PD 17-18.001, Outside Legal Counsel for Opioid Litigation, Name of Submitting Firm, Time and Date due.

Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

2. CONDUCT OF PARTICIPANTS

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Definitions

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

- (a) Rejection/disqualification of submittal
- (b) Termination of contracts; or
- (c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

3. IDENTIFICATION OF SUBCONSULTANTS/CHANGES AFTER THE FACT

After delivering an initial proposal in response to this solicitation, all submitters are prohibited from substituting, modifying, or amending those subconsultants identified in the initial written submittal at any time during the course of the solicitation process up to the final award of contract and including question and answer sessions, presentations or technical clarifications and submittals as may be required by the Review/Selection Committee. A substitution or addition of subconsultants or any other material changes to the submittal after the initial response will cause the submittal to be invalid for review and selection purposes.

4. AWARD

Award shall be made on an "all-or-none total" basis.

3. COUNTY INSURANCE REQUIRED

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best

Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage

The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

Excess or Umbrella Liability Coverage

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverages(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Escambia County as the certificate holder as follows:
Escambia County
Attention: Paul R. Nobles, CPPO, CPPB, FCN, FCCM
Purchasing Manager
Office of Purchasing, 2nd FL, Room 11.101
P.O. Box 1591
Pensacola, FL 32597-1591
Fax (850) 595-4805
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

4. **INDEMNIFICATION**

Contractor agrees to save harmless, indemnify, and defend County and their agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first \$100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County

by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

5. TERMINATION

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

6. TERMINATION (PUBLIC RECORDS REQUEST)

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

PART I SUMMARY

Escambia County is located in the Panhandle of Florida with over 300,000 residents and governed by the Board of County Commissioners (BCC). The Board of County Commissioners has 1,727 budgeted positions for the FY15/16. The Escambia County BCC employees provide public services in areas within County Administration, Library Services, Information & Technology, Waste Services, Natural Resource Management, Developmental Services, Human Resources, Parks & Recreation, Neighborhood & Human Services, Corrections, Public Safety, Public Works, Facilities, or Building Services. There are County employees that are represented by the Internal Association of Fire Fighters (IAFF), Police Benevolent Association (PBA), Amalgamated Transit Union (ATU), and International Association of EMTs and Paramedics/National Association of Government Employees/Service Employees International Union (EMTS)

The current pay structure is based on the decision band method with approximately 30 pay grades. The pay structure was adopted by the BCC in FY 2006/2007 and there has not been any adjustment to the pay structure in the last four years. The County's longevity pay has been frozen for six years. Upon transitioning Library and Correction/Detention services to the BCC the Human Resource department has been maintaining three pay plans to some extent.

The following constitutional offices have identified interest in participating in this classification and compensation study: Tax Collector, Supervisor of Elections, Sheriff, Property Appraiser, Clerk of Court and Comptroller, and the Santa Rosa Island Authority (SRIA).

PART II GENERAL INFORMATION

2-1 PURPOSE

The Board of County Commissioners of Escambia County is seeking proposals from qualified law firms relating to the representation of the County in potential litigation against opioid manufacturers and distributors to recover damages incurred by the County arising out of the opioid epidemic. The determination to retain counsel and the scope of any such retainer has not yet been determined.

2-2 OBJECTIVE

The primary objective of this Request for Proposal (RFP) is the potential selection of the most qualified law firm to represent the County in litigation against opioid manufacturers and distributors seeking damages incurred by the County arising out of the opioid epidemic.

2-3 REQUIREMENTS

The firm must be available to meet with and advise County staff and the Board of County Commissioners in Escambia County on a periodic basis. The firm must also be available to appear at meetings of the Board of County Commissioners on a periodic basis.

The firm must possess a demonstrated ability, knowledge and expertise related to complex litigation. The firm should also have sufficient knowledge and experience in all matters relevant to the representation of local governmental entities.

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

2-4 ISSUING OFFICER

The project Director shall be the County Administrator. The liaison officer shall be Alison P. Rogers, County Attorney. The contracting agency shall be the Escambia County Board of Commissioners, c/o the Office of Purchasing, P.O. Box 1591, Pensacola, Florida, 32597-1591.

2-5 CONTRACT CONSIDERATION

The services solicited through this RFP have yet to be fully defined, and the term of any resulting agreement will be subject to negotiation. This solicitation is intended to be non-binding and the County reserves the right to withdraw, cancel, or postpone the solicitation at any time prior to award.

2-5 REJECTION

The right is reserved by the Board of County Commissioners to accept or reject any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this project and is from the most responsive and responsible proposer.

2-6 INQUIRIES

All questions regarding this RFP shall be directed to Paul Nobles, Purchasing Manager, (850) 595-4918.

2-7 ADDENDA

Any changes made in the RFP shall be brought to the attention of all of those who have provided the proper notices of interest in performing the services.

2-8 SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

Mailing date of proposals	December 4, 2017
Final Date for Questions	December 14, 2017
Date for Responses to Questions	December 18, 2017
Receipt of proposals	1:00 p.m. CST, December 22, 2017
Proposal Review Meeting	January 3, 2018
Discussions / Selection Meeting	January 17, 2018
Negotiations Meeting, if required	January 23, 2018
Board of County Commissioners approval	February 15, 2018

2-9 PROPOSAL FORMAT AND SIGNATURE

The proposal shall comply with all provisions in this RFP and consist of one (1) original hard copy and one (1) CD containing the proposal with all copies signed by an official with the authority to bind the company in its proposal.

2-10 DISCLOSURE

All information submitted in response to this RFP shall become a matter of public record and shall be subject to disclosure in accordance with Chapter 119, Florida Statutes.

2-11 METHOD OF PAYMENT

Payment schedule and basis of payment shall be negotiated.

PART III INFORMATION REQUIRED FROM CONTRACTORS

ALL PROPOSALS SHALL INCLUDE THE FOLLOWING: TECHNICAL AND COST PROPOSAL

3-1 TECHNICAL PROPOSAL

All proposals shall include the following information, which shall serve as the basis for the evaluation. Please provide complete and concise responses to all required items.

Tab 1 State the complete name and address of the firm and the name, mailing address, and telephone number of the person the County should contact regarding the proposal.

Tab 2 Provide a narrative detailing all potential causes of action, proposed parties to the litigation, and recoverable damages if initiating an action on behalf of the County in the capacity described in this RFP.

Tab 3 Provide a narrative detailing the firm's experience and qualifications to serve as counsel in the capacity described in this RFP.

Tab 4 Provide a narrative description and an organizational chart identifying the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual(s) responsible and accountable for the completion of each component and deliverable of the RFP.

Tab 5 Provide a resume for each partner, principal, associate, attorneys of counsel, or other staff who would be assigned to the project.

Tab 6 Provide a statement certifying that all attorneys who may be assigned to the project are currently licensed and in good standing with the Florida Bar.

Tab 7 Provide references for similar projects your firm has completed.

Tab 8 Describe the general capabilities of your firm to include information relating to the total size and staffing, research capabilities, ability to procure expert witnesses, and available financial resources to provide legal services.

Tab 9 Provide a statement of the firm's local availability and degree of accessibility.

Tab 10 Provide an affirmative statement that the retention of your firm will not result in a conflict of interest with any party. If any potential conflicts are known, please specify the party's name, the nature of the potential conflict and the means proposed to resolve said conflict.

Tab 11 List all governmental entities in Florida with whom your firm has a current contractual relationship and briefly describe the nature of the relationship.

Tab 12 Describe the nature and magnitude of any disciplinary action, administrative proceeding, malpractice claim or other proceeding against any attorney affiliated with your firm, whether pending or any such action, proceeding, or claim occurring within the past five years.

Tab 13 Describe the nature and magnitude of any legal proceeding against your firm in any matter related to the professional operation of the firm, whether pending or any such action, proceeding, or claim occurring within the past five years.

Tab 14 Provide a fee proposal for the services described in this RFP as described below.

3-2 FEE PROPOSAL

Escambia County is anticipating a contingency fee proposal. Provide the anticipated fees to include any additional costs as part of the Proposer's fee proposal. Should there be additional costs include an itemized list of all direct and indirect fees and costs associated with the performance of this contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project and profit.

PART IV CRITERIA FOR SELECTION

Background, experience and qualifications of the firm	15%
Technical ability of the firm to perform the proposed legal services	15%
Understanding of the scope of the proposed litigation	15%
Availability/Accessibility for consultation and advice	15%
Firm Interview	20%
Fee Proposal	20%

Proposals shall be reviewed by a selection committee composed of at least three (3) and up to five (5) members to include the County Attorney, or designee, and County Administrator, or designee. Following review of all proposals, the selection committee will determine whether to interview firms as part of the selection process. The committee may select a short list of up to five (5) firms to interview. The selection committee may select up to two (2) qualified firms with whom the committee may negotiate the terms of a proposed contract. The selection committee may then present the two firms along with the proposed contractual terms to the Board of County Commissioners from which the Board may select one firm to serve as counsel.

PART V SCOPE OF WORK

The Board of County Commissioners of Escambia County is seeking proposals from qualified law firms relating to the representation of the County in litigation against opioid manufacturers and distributors seeking damages incurred by the County as a result of the opioid epidemic. Proposals should include potential causes of action, proposed parties to the litigation, and recoverable damages. The determination to retain counsel and the scope of any such retainer has not yet been determined.

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY
CRIMES**

1. This sworn statement is submitted to _____
(print name of the public entity)
- by _____
(print individual's name and title)
- for _____
(print name of entity submitting sworn statement)

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is:

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
7. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
8. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
 - c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
 - d. Based on information and belief, the statement, which I have marked below, is true in

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relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order).**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

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

Personally known _____

OR produced identification _____

Notary Public - State of _____

My commission expires _____

(Type of identification)

(Printed typed or stamped commissioned name of notary public)

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 bid 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 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 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 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 through 5.

Check one:

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

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

Offeror's Signature

Date

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

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation,

In what state was it created: _____

Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

**Authorized to transact business
in Florida:**

Yes or No

State of Florida Department of State Certificate of Authority Document
No.: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: _____ Secretary: _____

Vice President: _____ Treasurer: _____

Director: _____ Director: _____

Other: _____ Other: _____

Name of Corporation (As used in Florida):

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____

City, State Zip: _____

Street Address: _____

City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

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Corporate Identification

Federal Identification Number:

(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for Company: _____ **E-mail:** _____

Telephone Number: _____ **Facsimile Number:** _____

Name of individual who will sign the instrument on behalf of the company:

(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 Consultant shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

END

(850) 488-9000 Verified by: _____ Date: _____

(Revised 9/18/09)