

REQUEST FOR PROPOSALS

PROPOSAL NUMBER: 2018-07

THE EMERALD COAST UTILITIES AUTHORITY INVITES YOUR COMPANY TO SUBMIT A PROPOSAL ON ITEM (S) AS LISTED IN THIS PROPOSAL REQUEST. IT IS THE INTENT OF THE EMERALD COAST UTILITIES AUTHORITY TO RECEIVE PROPOSALS THAT WILL BE PUBLICLY OPENED AT 2:00 P.M., LOCAL TIME, MAY 29, 2018, FOR THE FOLLOWING:

ITEM A – BOND AND DISCLOSURE COUNSEL

SEALED PROPOSALS WILL BE RECEIVED UNTIL 2:00 P.M., LOCAL TIME, MAY 29, 2018, BY THE PURCHASING AND STORES MANAGER, EMERALD COAST UTILITIES AUTHORITY, 9255 STURDEVANT STREET, ELLYSON INDUSTRIAL PARK, PENSACOLA, FLORIDA 32514. THE PROPOSALS RECEIVED WILL THEN BE PUBLICLY OPENED AND READ. THE EMERALD COAST UTILITIES AUTHORITY RESERVES THE RIGHT TO WAIVE INFORMALITIES IN ANY PROPOSAL; REJECT ANY OR ALL PROPOSALS, IN WHOLE OR IN PART; RE-ADVERTISE, IN WHOLE OR IN PART; AND TO ACCEPT THE PROPOSAL THAT IN ITS JUDGMENT IS THE BEST PROPOSAL OF A RESPONSIBLE RESPONDER. ECUA FURTHER RESERVES THE RIGHT TO ACCEPT ANY PROPOSAL IN WHOLE OR IN PART AND TO INCREASE OR DECREASE QUANTITIES AS MAY BE REQUIRED TO MEET THE NEEDS OF ECUA.

LEGAL ADVERTISEMENT

Sealed proposals for RFP Number 2018-07, Bond and Disclosure Counsel, will be received by the Emerald Coast Utilities Authority Purchasing and Stores Manager, 9255 Sturdevant Street, Ellyson Industrial Park, Pensacola, FL 32514, until 2:00 p.m., May 29, 2018, at which time bids submitted will be publicly opened and read. Specifications and information may be obtained free of charge from ECUA, Purchasing and Stores Manager (850-969-3350), or via email at amy.williamson@ecua.fl.gov, or on the web at www.ecua.fl.gov. Proposals received after 2:00 p.m. (local time), May 29, 2018, will be returned unopened. ECUA reserves the right to reject any or all proposals and re-advertise.

Proposed Advertising Date: April 26, 2018

**Emerald Coast Utilities Authority
Purchasing Division
9255 Sturdevant Street
Pensacola, Florida 32514-7038
850-969-3350**

STATEMENT OF NO PROPOSAL

If you **do not** intend to make a proposal for this service, please return this form to the above address immediately. If this statement is not completed and returned, your company may be deleted from the Emerald Coast Utilities Authority Vendors' list for this commodity/service.

We, the undersigned, have declined to make a proposal on requested service **RFP Number 2018-07, Bond & Disclosure Counsel** for the following reasons:

- Specifications too "tight," i.e. geared toward one brand or manufacturer only (explain below).
- Insufficient time to respond to the Request for Proposals.
- We do not offer this service.
- Our schedule would not permit us to perform.
- Unable to meet bond/insurance requirements.
- Specifications are unclear (explain below).
- Remove us from your vendors' list for this commodity/service.
- Other (specify below).

Remarks:

Company Name: _____

Signature: _____

Telephone: _____ Date: _____

NOTE: Statement of No Proposal may be faxed into the Purchasing Division (850-969-3384), Attention: Amy Williamson, or emailed to amy.williamson@ecua.fl.gov

INSTRUCTIONS TO BIDDERS

ALL THESE TERMS AND CONDITIONS ARE A PART OF THIS REQUEST FOR PROPOSALS, WHICH AT TIMES IS REFERRED TO AS A "BID" HEREIN.

1. SCHEDULE:

PROPOSALS ARE PRESENTLY SCHEDULED TO BE PUBLICLY OPENED AND READ AT 2:00 P.M., MAY 29, 2018, IN THE ECUA PURCHASING SECTION, 2ND FLOOR, EMERGENCY OPERATIONS SUPPORT ADDITION, 9255 STURDEVANT STREET, ELLYSON INDUSTRIAL PARK, PENSACOLA, FL 32514. ECUA STAFF WILL REVIEW ALL PROPOSALS AND FORWARD THEIR RECOMMENDATIONS TO THE ECUA'S EXECUTIVE DIRECTOR. ULTIMATELY, A RECOMMENDATION WILL BE PRESENTED TO THE ECUA BOARD AT ITS MEETING SCHEDULED FOR 3:00 P.M., JUNE 28, 2018, IN THE ECUA BOARD ROOM. ALL TIMES/DATES ARE SUBJECT TO CHANGE BY ECUA, IN ITS SOLE DISCRETION.

2. BID SUBMISSION:

ALL BIDS TO BE CONSIDERED MUST BE IN THE POSSESSION OF THE EMERALD COAST UTILITIES AUTHORITY PURCHASING AND STORES MANAGER. ONE (1) ORIGINAL AND THREE (3) COPIES AS WELL AS A CD COPY OF THE PROPOSAL MAY BE MAILED OR DELIVERED TO HIS OFFICE AT 9255 STURDEVANT STREET, ELLYSON INDUSTRIAL PARK, PENSACOLA, FLORIDA, 32514, IN A SEALED ENVELOPE CLEARLY MARKED "RFP – BOND & DISCLOSURE COUNSEL." REGARDLESS OF THE METHOD OF DELIVERY, EACH BIDDER SHALL BE RESPONSIBLE FOR ITS BID BEING DELIVERED ON TIME, AS THE EMERALD COAST UTILITIES AUTHORITY ASSUMES NO RESPONSIBILITY FOR SAME. PROPOSALS OFFERED OR RECEIVED AFTER THE TIME SET FOR THE BID OPENING WILL BE REJECTED AND RETURNED UNOPENED TO THE BIDDER.

3. CONVICTION OF PUBLIC ENTITY CRIME

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 BID ON A CONTRACT TO PROVIDE ANY GOODS OR SERVICES TO A PUBLIC ENTITY, MAY NOT SUBMIT A BID ON A CONTRACT WITH A PUBLIC ENTITY FOR THE CONSTRUCTION OR REPAIR OF A PUBLIC BUILDING OR PUBLIC WORK, MAY NOT SUBMIT BIDS 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 SECTION 287.017, FOR CATEGORY TWO (\$35,000) FOR A PERIOD OF 36 MONTHS FROM THE DATE OF BEING PLACED ON THE CONVICTED VENDOR LIST.

4. BID WITHDRAWAL:

NO BID MAY BE WITHDRAWN FOR A PERIOD OF NINETY (90) DAYS AFTER THE BID OPENING. PRICES MAY NOT BE MODIFIED DURING THIS PERIOD. PROPOSALS MAY BE WITHDRAWN AT ANY TIME PRIOR TO THE BID OPENING TIME.

5. BID AUTHORIZATION:

ALL BIDS MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY PLACING THE BID.

6. BID ERRORS:

A BIDDER MAY NOT MODIFY ITS BID AFTER BID OPENING. ERRORS IN THE EXTENSION OF UNIT PRICES STATED IN A BID OR IN MULTIPLICATION, DIVISION, ADDITION, OR SUBTRACTION IN A BID MAY BE CORRECTED BY THE PURCHASING AND STORES MANAGER PRIOR TO AWARD. IN SUCH CASES, UNIT PRICES SHALL NOT BE CHANGED.

7. AWARD OF BID:

ECUA RESERVES THE RIGHT TO ESTABLISH PRIORITIES AND TO AWARD A CONTRACT TO A SINGLE BIDDER BASED UPON THE TOTAL BID OR TO MULTIPLE VENDORS BASED UPON THE ITEMS INDIVIDUALLY BID. ECUA ALSO RESERVES THE RIGHT TO SELECTIVELY PURCHASE ANY SINGLE OR ANY MULTIPLE ITEMS FROM THIS BID.

8. TAXES:

DO NOT INCLUDE ANY TAX WITH YOUR BID. THE EMERALD COAST UTILITIES AUTHORITY IS EXEMPT FROM FEDERAL, STATE AND LOCAL TAXES. TAX EXEMPT NUMBER 85-8012640152C-4 APPLIES.

9. TERMS:

MINIMUM TERMS WILL BE NET 30 (30 DAYS AFTER RECEIPT OF MATERIAL/SERVICE) UNLESS A DISCOUNT IS INVOLVED. TERMS OFFERING A DISCOUNT FOR PROMPT PAYMENT WILL ONLY BE CONSIDERED IN DETERMINING THE LOW BID IF THE DISCOUNT PERIOD IS 15 DAYS OR GREATER (15 DAYS AFTER RECEIPT OF MATERIAL/SERVICE OR INVOICE, WHICHEVER IS GREATER).

10. BID TABULATIONS:

RFP TABULATIONS/LIST OF PROPOSERS WILL BE POSTED FOR REVIEW BY INTERESTED PARTIES ON THE ECUA WEBSITE, WWW.ECUA.FL.GOV ON OR ABOUT MAY 29, 2018. IT WILL ALSO BE POSTED FOR REVIEW IN THE PURCHASING SECTION AT ECUA, 9255 STURDEVANT STREET (ELLYSON INDUSTRIAL PARK) ON OR ABOUT MAY 29, 2018, AND WILL REMAIN POSTED FOR SEVENTY-TWO (72) HOURS, EXCLUDING WEEKENDS AND HOLIDAYS.

11. BID QUESTIONS:

IF ANY BIDDER HAS A QUESTION CONCERNING THE BID SPECIFICATIONS OR BID PROCEDURES, PLEASE FORWARD THE INQUIRY TO THE PURCHASING AND STORES MANAGER BEFORE MAY 21, 2018, FOR CONSIDERATION.

EMERALD COAST UTILITIES AUTHORITY
ATTN: PURCHASING AND STORES MANAGER
9255 STURDEVANT STREET
PENSACOLA, FLORIDA 32514-7038
PHONE: 850-969-6531, Amy Williamson
FAX: 850-969-3384
EMAIL: amy.williamson@ecua.fl.gov

12. INFORMATION PROVIDED / REQUESTS FOR ADDITIONAL INFORMATION:

REQUESTS FOR ADDITIONAL INFORMATION OR CLARIFICATIONS MUST BE MADE IN WRITING NO LATER THAN 5:00 P.M. CENTRAL TIME, MAY 21, 2018. THE REQUEST MUST CONTAIN THE PROPOSER'S NAME, ADDRESS, PHONE NUMBER, AND EMAIL ADDRESS.

THE ECUA WILL ISSUE RESPONSES TO INQUIRIES AND ANY OTHER CORRECTIONS OR AMENDMENTS IT DEEMS NECESSARY IN WRITTEN ADDENDA ISSUED PRIOR TO THE PROPOSAL DUE DATE, AS THAT DATE MAY BE AMENDED. PROPOSERS SHOULD NOT RELY ON ANY REPRESENTATIONS, STATEMENTS OR EXPLANATIONS OTHER THAN THOSE MADE IN THIS RFP OR IN ANY ADDENDUM TO THIS RFP. WHERE THERE APPEARS TO BE A CONFLICT BETWEEN THE RFP AND ANY ADDENDA ISSUED, THE LAST ADDENDUM ISSUED WILL PREVAIL.

13. COMPLIANCE WITH SPECIFICATIONS:

IN ORDER TO DETERMINE THAT YOUR BID COMPLIES WITH BID SPECIFICATIONS, PRODUCT LITERATURE AND/OR DATA/INFORMATION SHOULD BE INCLUDED WITH THE BID PROPOSAL. ANY DEVIATIONS FROM THE BID SPECIFICATIONS SHOULD BE IDENTIFIED SEPARATELY.

14. EXECUTION OF CONTRACT:

ANY ACTION OF ECUA IN AWARDING THE PURCHASE OF ANY MATERIAL OR PERFORMANCE OF A SERVICE IS SUBJECT TO AND CONDITIONED UPON THE EXECUTION OF A WRITTEN PURCHASE CONTRACT AND/OR A PURCHASE ORDER BETWEEN ECUA AND THE VENDOR.

15. CONTRACTUAL AGREEMENT:

THIS INVITATION FOR BID SHALL BE INCLUDED AND INCORPORATED IN THE FINAL CONTRACT OR PURCHASE ORDER. THE ORDER OF CONTRACT PRECEDENCE WILL BE THE CONTRACT (PURCHASE ORDER), BID DOCUMENT AND RESPONSE. ANY AND ALL LEGAL ACTION NECESSARY TO ENFORCE THE CONTRACT WILL BE HELD IN ESCAMBIA COUNTY AND THE CONTRACT WILL BE INTERPRETED ACCORDING TO THE LAWS OF FLORIDA.

16. PROTESTS:

ANY PERSON WHOSE SUBSTANTIAL INTERESTS ARE DIRECTLY AND ADVERSELY AFFECTED BY THE AWARD OR INTENDED AWARD OF A PURCHASE ORDER OR CONTRACT OR BY PLANS OR SPECIFICATIONS CONTAINED IN AN INVITATION TO BID OR REQUEST FOR PROPOSALS MAY FILE A PROTEST IN ACCORDANCE WITH THE FOLLOWING RULES AND SECTION 12 OF THE ECUA ACT (CHAPTER 2001-324, LAWS OF FLORIDA AS AMENDED).

NOTICE OF PROTEST OF PLANS, SPECIFICATIONS OR OTHER REQUIREMENTS CONTAINED IN AN INVITATION TO BID OR IN A REQUEST FOR PROPOSALS SHALL BE FILED NOT LATER THAN 5:00 P.M. OF THE THIRD BUSINESS DAY FOLLOWING RECEIPT OF THE PLANS OR SPECIFICATIONS. NOTICE OF PROTEST OF THE REJECTION OF A BID OR PROPOSAL AS NON-RESPONSIVE SHALL BE FILED NOT LATER THAN 5:00 P.M. OF THE THIRD BUSINESS DAY FOLLOWING NOTICE TO THE BIDDER OF THE REJECTION. NOTICE OF PROTEST OF THE AWARD OR INTENDED AWARD OF A PURCHASE ORDER OR CONTRACT TO THE LOWEST BIDDER SHOWN ON A POSTED BID TABULATION SHALL BE FILED NOT LATER THAN 5:00 P.M. OF THE THIRD BUSINESS DAY FOLLOWING THE POSTING OF THE BID TABULATION. NOTICE OF PROTEST OF THE AWARD OR INTENDED AWARD OF A PURCHASE ORDER OR CONTRACT TO A BIDDER OTHER THAN THE LOWEST BIDDER SHOWN ON A POSTED BID TABULATION SHALL BE FILED NOT LATER THAN 5:00 P.M. OF THE THIRD BUSINESS DAY FOLLOWING NOTICE OF THE AWARD OF A PURCHASE ORDER OR CONTRACT.

A NOTICE OF PROTEST SHALL BE IN WRITING AND SHALL STATE THE SUBJECT MATTER OF THE PROTEST.

A FORMAL WRITTEN PROTEST SHALL BE FILED WITHIN SEVEN (7) BUSINESS DAYS AFTER THE FILING OF NOTICE OF PROTEST. A FORMAL WRITTEN PROTEST

SHALL STATE WITH PARTICULARITY THE FACTS AND THE LAW ON WHICH THE PROTEST IS BASED.

NOTICE OF PROTEST AND FORMAL WRITTEN PROTEST OF PLANS OR SPECIFICATIONS FOR OR THE AWARD OR INTENDED AWARD OF A CONTRACT SHALL BE FILED WITH THE EXECUTIVE DIRECTOR OR HIS OR HER DESIGNEE.

FAILURE TO FILE A NOTICE OF PROTEST OR FAILURE TO FILE A FORMAL WRITTEN PROTEST WITHIN THE TIMES PERMITTED SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER THESE RULES AND UNDER SECTION 12 OF CHAPTER 2001-324, LAWS OF FLORIDA, AS AMENDED.

UPON RECEIPT OF A NOTICE OF PROTEST WHICH HAS BEEN TIMELY FILED, THE EXECUTIVE DIRECTOR SHALL STOP THE BID SOLICITATION OR PURCHASE ORDER OR CONTRACT AWARD PROCESS UNTIL THE PROTEST HAS BEEN RESOLVED. HOWEVER, THE BID SOLICITATION OR PURCHASE ORDER OR CONTRACT AWARD PROCESS MAY PROCEED WHEN THE EXECUTIVE DIRECTOR DETERMINES THAT DELAY WOULD BE DETRIMENTAL TO THE INTERESTS OF ECUA. ANY AWARD OF A PURCHASE ORDER OR CONTRACT UNDER SUCH CONDITIONS SHALL BE SUBJECT TO THE OUTCOME OF THE PROTEST. AFTER THE AWARD OF A CONTRACT OR PURCHASE ORDER RESULTING FROM A BID IN WHICH A TIMELY PROTEST WAS RECEIVED AND IN WHICH ECUA DID NOT PREVAIL, ECUA MAY TAKE SUCH ACTION AS IT CONSIDERS APPROPRIATE, WHICH MAY INCLUDE, BUT SHALL NOT BE LIMITED TO, AWARD OF THE CONTRACT OR PURCHASE ORDER TO THE PREVAILING PARTY, CANCELLATION OF THE CONTRACT OR PURCHASE ORDER, OR REBIDDING.

THE EXECUTIVE DIRECTOR SHALL PROVIDE REASONABLE OPPORTUNITY TO RESOLVE A PROTEST BY AGREEMENT. IF AGREEMENT IS NOT REACHED WITHIN SUCH TIME AS THE EXECUTIVE DIRECTOR OR HIS OR HER DESIGNEE CONSIDERS REASONABLE UNDER THE CIRCUMSTANCES, THE EXECUTIVE DIRECTOR OR HIS OR HER DESIGNEE SHALL REVIEW THE FACTS AND THE LAW ON WHICH THE PROTEST IS BASED, AND SHALL RENDER A DECISION WHICH SHALL BE IN WRITING AND SHALL BE PROMPTLY TRANSMITTED TO THE PROTESTOR.

IF THE PROTESTOR WISHES TO CONTINUE THE PROTEST BEYOND THE DECISION OF THE EXECUTIVE DIRECTOR OR HIS OR HER DESIGNEE, THE PROTESTOR SHALL BE REQUIRED TO FILE A PETITION FOR REVIEW BY THE ECUA BOARD. THIS PETITION SHALL BE MADE IN WRITING AND PRESENTED TO THE EXECUTIVE DIRECTOR WITHIN TEN (10) DAYS AFTER NOTICE OF THE DECISION OF THE EXECUTIVE DIRECTOR OR HIS OR HER DESIGNEE; OTHERWISE, THE DECISION OF THE EXECUTIVE DIRECTOR OR HIS OR HER DESIGNEE SHALL BE FINAL AND BINDING. SUCH PETITION SHALL STATE THE PARTICULAR GROUNDS ON WHICH IT IS BASED AND MAY INCLUDE PERTINENT DOCUMENTS AND EVIDENCE RELATING THERETO. ANY GROUNDS NOT STATED SHALL BE DEEMED TO HAVE BEEN WAIVED BY THE PROTESTOR. THIS PETITION MUST ALSO BE

ACCOMPANIED BY A PROTEST BOND OF AN AMOUNT EQUAL TO 1.0 PERCENT (1%) OF THE VALUE OF THE SOLICITATION, BUT IN NO CASE LESS THAN \$1,000 NOR GREATER THAN \$10,000.00. THIS BOND SHALL BE IN THE FORM OF A MONEY ORDER, CERTIFIED CASHIER'S CHECK, OR CERTIFIED BANK CHECK MADE PAYABLE TO THE EMERALD COAST UTILITIES AUTHORITY. FAILURE TO POST SUCH BOND WITHIN TEN (10) BUSINESS DAYS AFTER THE DECISION OF THE EXECUTIVE DIRECTOR OR HIS OR HER DESIGNEE SHALL RESULT IN THE PROTEST BEING DISMISSED BY THE EXECUTIVE DIRECTOR.

THE BOND REQUIRED BY THE ABOVE PARAGRAPH SHALL BE CONDITIONED UPON THE PAYMENT OF ALL COSTS AND CHARGES WHICH MAY BE ADJUDGED AGAINST THE PERSON FILING THE PETITION FOR REVIEW. IF THE PROTESTOR PREVAILS, THE BOND SHALL BE RETURNED TO THE PROTESTOR. IF HOWEVER, ECUA PREVAILS, THE BOND SHALL BE FORFEITED, AND ECUA SHALL BE ENTITLED TO RECOVER THE COSTS AND CHARGES, EXCLUDING ATTORNEY'S FEES, OF SUCH HEARING. THE ENTIRE AMOUNT OF THE BOND ALSO SHALL BE FORFEITED IF IT IS DETERMINED THAT A PROTEST WAS FILED FOR A FRIVOLOUS OR IMPROPER PURPOSE, INCLUDING, BUT NOT LIMITED TO, THE PURPOSE OF HARASSING, CAUSING UNNECESSARY DELAY, OR CAUSING NEEDLESS COST FOR ECUA OR ANOTHER INTERESTED PARTY/PARTIES.

ANY NOTICE REQUIRED OR PERMITTED UNDER THIS BID PROTEST PROCEDURE SHALL BE EFFECTIVE WHEN DELIVERED PERSONALLY, OR BY FACSIMILE, OR WHEN DEPOSITED IN THE U.S. MAIL. IF NOTICE IS GIVEN ONLY BY MAIL, THREE (3) DAYS SHALL BE ADDED TO THE TIME WITHIN WHICH A PROTESTOR MAY FILE A NOTICE OF PROTEST OR PETITION FOR REVIEW.

17. CONTRACTS EXCEEDING ONE YEAR:

WHEN APPLICABLE, A CONTRACT MAY BE RENEWED CONTINGENT UPON COST FACTORS, MUTUAL AGREEMENT, SATISFACTORY PERFORMANCE EVALUATIONS, AVAILABILITY OF FUNDS AND ECUA BOARD APPROVAL. ECUA'S PERFORMANCE AND OBLIGATION TO PAY FOR THE PURCHASE OF SERVICES OR TANGIBLE PERSONAL PROPERTY OF A PERIOD IN EXCESS OF ONE (1) FISCAL YEAR UNDER ANY CONTRACTUAL RELATIONSHIP IS CONTINGENT UPON AN ANNUAL BUDGET APPROVAL BY THE ECUA BOARD.

18. NOTIFICATION AND DISSEMINATION:

LEGAL ADVERTISEMENT OF THIS REQUEST FOR PROPOSALS WILL BE PUBLISHED IN THE ESCAMBIA SUN PRESS, PROVIDING NOTICE TO INTERESTED PARTIES.

THE RFP WILL BE DISSEMINATED BY THE ECUA'S PURCHASING DIVISION. TO REQUEST A COPY OF THE RFP AND PROPOSAL SUMMARY FORMS, PLEASE EMAIL AMY.WILLIAMSON@ECUA.FL.GOV OR VISIT WWW.ECUA.FL.GOV AND CLICK ON

“BID OPPORTUNITIES” UNDER THE HEADING “DOING BUSINESS WITH ECUA.” ADDENDA WILL ALSO BE DISSEMINATED VIA ECUA’S WEBSITE.

19. 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 ECUA 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 IN THE SOLICITATION OR UNLESS OTHERWISE DIRECTED BY THE PURCHASING MANAGER.

LOBBYING MEANS THE ATTEMPT TO INFLUENCE THE THINKING OF ELECTED ECUA 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.

20. BLACKOUT PERIOD:

BLACKOUT PERIOD MEANS THE PERIOD BETWEEN THE TIME THE BIDS/PROPOSALS FOR INVITATION TO BID OR THE REQUEST FOR PROPOSAL, OR QUALIFICATIONS, OR INFORMATION, OR REQUESTS FOR LETTERS OF INTEREST, OR THE INVITATION TO NEGOTIATE, AS APPLICABLE, ARE ADVERTISED AND THE TIME THE ECUA BOARD AWARDS THE CONTRACT AND ANY RESULTING BID PROTEST IS RESOLVED OR THE SOLICITATION IS OTHERWISE CANCELLED. CONDUCT INCONSISTENT WITH THIS SECTION MAY BE GROUNDS FOR DISQUALIFYING THE OFFENDING PROPOSER FROM CONSIDERATION OR ANY FUTURE PROPOSAL FOR A PERIOD OF 36 MONTHS.

21. NO COLLUSION CLAUSE:

BY SUBMITTING A RESPONSE TO THIS RFP, THE PROPOSER CERTIFIES THAT THE PROPOSER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS/HER COMPETITIVE PROPOSAL WITH OTHER PROPOSERS AND HAS NOT COLLUDED WITH ANY OTHER PROPOSERS OR PARTIES TO THIS COMPETITIVE PROPOSAL. ALSO, THE PROPOSER CERTIFIES, AND IN THE CASE OF A JOINT COMPETITIVE PROPOSAL EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, THAT IN CONNECTION WITH THE COMPETITIVE PROPOSAL:

- ANY PRICES AND/OR COST DATA SUBMITTED HAVE BEEN ARRIVED AT INDEPENDENTLY, WITHOUT CONSULTATION, COMMUNICATION, OR AGREEMENT, FOR THE PURPOSE OF RESTRICTING COMPETITION, AS TO ANY MATTER RELATING TO SUCH PRICES AND/OR COST DATA, WITH ANY OTHER PROPOSER OR WITH ANY COMPETITOR;
- ANY PRICES AND/OR COST DATA QUOTED FOR THIS COMPETITIVE PROPOSAL HAVE NOT BEEN KNOWINGLY DISCLOSED BY THE COMPETITIVE PROPOSER AND WILL NOT KNOWINGLY BE DISCLOSED BY THE PROPOSER, DIRECTLY OR INDIRECTLY TO ANY OTHER PROPOSER OR TO ANY COMPETITOR, PRIOR TO THE SCHEDULED OPENING AND AWARD OF THE CONTRACT;
- NO ATTEMPT HAS BEEN MADE OR WILL BE MADE BY THE PROPOSER TO INDUCE ANY OTHER PERSON OR FIRM TO SUBMIT OR NOT TO SUBMIT A COMPETITIVE PROPOSAL FOR THE PURPOSE OF RESTRICTING COMPETITION.
- THE ONLY PERSON OR PERSONS INTERESTED IN THIS COMPETITIVE PROPOSAL IS/ARE THE PRINCIPAL OR PRINCIPALS NAMED HEREIN AND THAT NO PERSON OTHER THAN HEREIN MENTIONED HAS ANY INTEREST IN THIS COMPETITIVE PROPOSAL OR IN THE AGREEMENT TO BE ENTERED INTO.

22. INSURANCE REQUIREMENTS:

PRIOR TO COMMENCEMENT OF WORK UNDER THE AGREEMENT, THE PROPOSER SHALL OBTAIN AND MAINTAIN WITHOUT INTERRUPTION THE INSURANCE AS OUTLINED IN THE “ECUA RISK MANAGEMENT POLICY AND STANDARDS FOR AGREEMENTS, CONTRACTS AND LEASES” ON PAGES ____ THROUGH ____ OF THIS RFP. THE PROPOSER AGREES TO FURNISH A FULLY COMPLETED CERTIFICATE OF INSURANCE NAMING ECUA AS ADDITIONAL INSURED, SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURER PROVIDING SUCH INSURANCE COVERAGES.

23. SUBCONTRACTING:

WHERE PROPOSERS DO NOT HAVE THE “IN-HOUSE” CAPABILITY TO PERFORM WORK DESIRED IN THE REQUEST FOR PROPOSALS, SUBCONTRACTING MAY BE PERMITTED WITH PRIOR KNOWLEDGE AND APPROVAL OF THE ECUA. THE ECUA MUST BE ASSURED AND AGREE THAT ANY PROPOSED SUBCONTRACTOR(S) CAN PERFORM THE WORK TO THE DESIRED QUALITY AND IN A TIMELY MANNER. THEREFORE, THE NAME OF ANY INTENDED SUBCONTRACTOR(S) AND THEIR QUALIFICATIONS/ROLE SHOULD BE IDENTIFIED IN THE PROPOSAL.

24. NON-CONFIDENTIALITY OF PROPOSALS:

ECUA DOES NOT WARRANT THE CONFIDENTIALITY OF PROPOSALS SUBMITTED IN RESPONSE TO THIS REQUEST FOR PROPOSALS. ALL PROPOSALS ARE SUBJECT TO

FLORIDA'S PUBLIC RECORDS LAW. PROPOSERS REQUIRING CONFIDENTIALITY SHOULD NOT SUBMIT.

25. SELECTION PROCESS:

THE PROPOSALS RECEIVED WILL BE REVIEWED BY A REVIEW COMMITTEE APPOINTED BY ECUA'S EXECUTIVE DIRECTOR. THE REVIEW COMMITTEE WILL EVALUATE ALL PROPOSALS AND MAKE A RECOMMENDATION TO THE EXECUTIVE DIRECTOR AS TO THE RANKING OF THE PROPOSALS. THE EXECUTIVE DIRECTOR SHALL THEN INDEPENDENTLY REVIEW ALL OF THE PROPOSALS WHICH ECUA RECEIVED AND RANK THEM. ULTIMATELY, A RECOMMENDATION REGARDING THE PROPOSED RANKING OF THE PROPOSALS/PROPOSERS WILL BE PRESENTED TO THE ECUA BOARD, WHICH WILL ESTABLISH THE FINAL RANKING AT A PUBLIC MEETING. PRIOR TO THE ECUA BOARD MEETING, THE EXECUTIVE DIRECTOR MAY PRESENT HIS RECOMMENDATION TO ECUA'S CITIZENS' ADVISORY COMMITTEE, IN HIS SOLE DISCRETION.

26. OTHER PROVISIONS:

Contractor is required to comply with public records laws codified in Chapter 119, Florida Statutes, and is specifically required to:

- a. Keep and maintain public records required by ECUA to perform the service.
- b. Upon request from ECUA's custodian of public records, provide ECUA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to ECUA.
- d. Upon completion of the contract, transfer, at no cost, to ECUA all public records in possession of the Contractor or keep and maintain public records required by ECUA to perform the service. If the Contractor transfers all public records to ECUA upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to ECUA, upon request from ECUA's custodian of public records, in a format that is compatible with the information technology systems of ECUA.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE

**CUSTODIAN OF PUBLIC RECORDS AT [850-969-3300](tel:850-969-3300),
PUBLICRECORDS@ECUA.FL.GOV, AND ‘PUBLIC RECORDS CUSTODIAN,’ 9255
STURDEVANT STREET, PENSACOLA, FLORIDA 32514.**

27. EXCEPTIONS TO THE RFP:

THE ECUA SHALL DETERMINE THE ACCEPTABILITY OF PROPOSED EXCEPTIONS, IF ANY, AND THE PROPOSALS WILL BE EVALUATED BASED ON THE PROPOSALS AS SUBMITTED. THE ECUA, AFTER COMPLETING EVALUATIONS, MAY ACCEPT OR REJECT THE EXCEPTIONS.

**REQUEST FOR PROPOSAL
BOND AND DISCLOSURE COUNSEL
RFP NUMBER 2018-07**

GENERAL INFORMATION

The Emerald Coast Utility Authority (ECUA) is seeking proposals from qualified firms to provide bond and disclosure counsel services in accordance with the terms and conditions set forth in the Request for Proposal (RFP), and any other term and condition in any contract subsequently awarded.

The ECUA expects to enter into an agreement with the selected firm for a period of three (3) years which may be extended, at the option of the ECUA Board, with an option for up to three (3), one (1) year extensions. The contents of the successful proposal response will become part of the contract document.

The ECUA will reserve the right to cancel the agreement at any time with thirty (30) days advance written notice.

PROFILE OF ECUA

The ECUA is headquartered in Pensacola, Florida and was established in 1981 by the Florida Legislature as an independent special district. ECUA is governed by an elected Board which is composed of five members. ECUA currently provides water and wastewater services in Escambia County, Florida. It also provides solid waste and recyclables collection services in Escambia County, Florida as well as portions of Santa Rosa County, Florida. Additionally, ECUA owns a municipal recycling facility located in Escambia County, Florida. ECUA's powers are limited to those utilities. All operations are funded through those who utilize ECUA's services, also known as ratepayers. ECUA has no taxing power and collects no taxes.

SCOPE OF WORK

The selected bond and disclosure counsel shall provide the full scope legal services to the ECUA in conjunction with bonds and other financing necessary or convenient to the ECUA's operations. Such services shall include, but are not limited to, the following:

- a) Provide legal advice and consultation relating to tax matters associated with bonds and other methods of financing. Advise ECUA as to the legal feasibility of any financing program proposed by ECUA's Financial Advisor.
- b) Provide legal opinions with respect to the authorization and issuance of debt obligations, and whether the interest paid is tax-exempt under federal and/or State laws and regulations.

- c) Advise as to procedures, required approvals and filings, schedule of events for timely issuance, potential cost-saving techniques and other legal matters relative to the issuance of bonds or other debt obligations, whether the financing is undertaken by competitive bid or negotiated sale via public offering or private placement.
- d) Prepare Board resolutions and any amendments thereto in order to authorize the issuance of bonds or other debt obligations, as well as remarketing, refunding, or any other changes affecting bond documents or other debt obligations.
- e) If sale is by competitive bid, review bid documents, notice of sale, evaluation of bids and any other documentation or action necessary to conduct a sale of bonds or other debt obligations in that manner.
- f) Prepare the preliminary official statement, official statement, private placement memorandum or other transaction summary documents as applicable, the award resolution, and any amendments thereto, for the sale of bonds and review the bond purchase agreement.
- g) Prepare, obtain, deliver and file all closing papers necessary in connection with the sale and issuance of bonds or other debt obligations, including, but not limited to, certified copies of all minutes, resolutions and orders; certificates such as officers, incumbency, signature, no prior pledge, arbitrage, IRS forms, closing documents and transcripts; and verifications, consents, and opinions from accountants, engineers, special consultants, attorneys and others.
- h) Prepare all pleadings for bond validation proceedings (e.g., complaint, notice of service, proposed answer, memorandum of law, proposed order, etc.) and conducting the validation hearing of any appeals related thereto or arising there from, as needed.
- i) Review the transcript of all proceedings in connection with the foregoing and indicating any necessary corrective action.
- j) Draft and review any other legal documentation required and coordinate the authorization and execution of those documents.
- k) Provide ongoing legal services in matters relating to interpretation or applicable regulations, legislation or pending litigation.
- l) Participate in conference calls or meetings, as requested, relating to the issuance of bonds or other debt obligations.
- m) Provide ongoing information to the ECUA staff regarding the activity and legal status of the financing.
- n) Perform due diligence regarding the ECUA and the financing.

- o) Assist in interpreting SEC Rule 15(c)(2)-12 requirements for both annual and material event reporting.

SECTION 1.0 PROPOSAL RESPONSE REQUIREMENTS

- 1.1 A prospective service provider's response to this RFP should include the following information, at a minimum. Please note that the proposal should address the requirements in a clear and concise manner in the order stated herein.

Proposals must be tabbed as follows and must include the information/documents specified in the applicable tabs. Proposals that do not adhere to the following format or include the requested information/documents may be considered incomplete and therefore unresponsive by the ECUA.

- 1.2 The ECUA reserves the right to seek additional/supplemental information on specific issues, as needed.
- 1.3 In a SEALED ENVELOPE (or other packaging), provide ONE ORIGINAL (SO IDENTIFIED) and THREE (3) COMPLETE COPIES of your technical/qualification proposal for services defined herein for the term of the contract. Also, include a CD copy of your proposal.

TAB 1 - EXECUTIVE SUMMARY (limited to 2 pages)

Present in brief, concise terms, a summary level description of the contents of the proposal and your company and its capabilities. In addition, the summary should include a brief discussion of:

- the vision or strategic direction for the firm for the next five years
- the firm's strengths and weaknesses in the area of bond counsel services
- any additional information highlighting what sets your firm apart from other bond counsel firms

The signer of the proposal must declare that the proposal is in all respects fair and in good faith without collusion or fraud and that the signer of the proposal has the authority to bind the principal proponent.

TAB 2 – QUESTIONNAIRE

The Proposer shall answer all questions. If no response is provided for any question, the ECUA may determine the proposal to be non-responsive and eliminate the proposer from further consideration. All responses should be sufficiently detailed to demonstrate the respondent's expertise and capabilities to provide the requested services.

I. FIRM'S EXPERIENCE AND ABILITY (limited to 15 pages)

- A. Provide a brief (3 page maximum) history of the firm including the following:
- 1) Year of organization
 - 2) Nature of firm's ownership
 - 3) Nature of relationships with affiliated companies or joint ventures
 - 4) Location of headquarters and other offices
 - 5) Describe your firm's practice areas other than municipal finance, if any;
 - 6) The number of years the firm has been serving as bond counsel and previous names for the business, if any;
 - 7) Briefly describe your firm's practice in public finance and related areas of law, particularly with regard to Florida utility authority financings;
 - 8) A list of five (5) references including client contact information (name, address, telephone number, and email address). Ideally, client references should be within Florida and of similar size and sophistication to the ECUA. In addition, references should be provided for relationships with the primary staff proposed by the firm to serve the ECUA;
 - 9) Describe your firm's qualifications in providing municipal bond related services. Include information on organizational structure, experience with Florida law and municipal bond related tax matters.
- B. Please list clients gained and lost during the last 12 months. For clients lost, please provide the reason(s) for their departure.
- C. Provide a brief explanation and indicate the current status of any business litigation or other proceedings related to the bond counsel services business involving your company or any officer or principal since January 1, 2013.
- D. Please identify any regulatory actions or investigations by any federal or state agency (pending or completed) against your firm since January 1, 2013.
- E. Describe your firm's experience with and approach to applicable federal securities laws and regulations.
- F. Please briefly outline what separates your firm from other bond counsel firms.

II. EXPERIENCE AND ABILITY OF PERSONNEL (limited to 10 pages)

- A. Please provide a brief resume of key officers and administrative staff who would be assigned to the ECUA relationship and list their respective areas of responsibility. Discuss the accessibility and availability of key team members

proposed to be assigned to the ECUA. Discuss the availability of team members' time and attention.

- B. Provide qualifications of the key personnel assigned to provide the bond and disclosure counsel services requested. The information provided must specifically include:
- (1) The name, title, years of experience, office location, area of specialty (if applicable) of the attorney who will be designated as the "contact person" for the firm's proposal and who will be the attorney primarily responsible for ensuring the proper performance of the services to be rendered to the ECUA; and
 - (2) An individual resume, name, title, years of experience, office location, area of specialty (if applicable), education and experiences, particularly as it relates to service in the role of bond counsel for a utility authority; and description of relevant experience and expertise of other attorneys expected to perform services for the ECUA; and
 - (3) Documented evidence that key personnel meet the current licensure requirements under the State of Florida.
 - (4) The firm shall provide written confirmation (on its letterhead) signed by an officer of the firm that the attorney identified in the proposal will be the staff who will provide the services requested by the resultant agreement. Any substitution must have prior approval of the ECUA. Any substitution without such prior approval shall be grounds for disqualification or termination.
- C. Please describe any significant management departures over the last three years including date of departure, reasons for leaving and when/if that position was filled and by whom.

TAB 3 – FEES AND COSTS

- A. Indicate your price proposal based on the size and type of the issue, hourly rates, and/or "blended" hourly rates of the various lawyers to be involved (if applicable) for the following services:
- i. Bond Counsel (only)
 - ii. Disclosure Counsel (only)
 - iii. Bond & Disclosure Counsel (combined)
 - iv. Legal Services associated with other Debt Obligations.
- B. Describe how the Proposer would provide for printing, communication, travel and other related expenses.

**RISK MANAGEMENT POLICY AND STANDARDS
FOR
AGREEMENTS, CONTRACTS AND LEASES**

DEFINITIONS

The following definitions apply to these Risk Management Provisions:

Contract - The contract or agreement of which these Risk Management Provisions are a part for the construction, alteration, repair, or demolition of a structure or facility.

Organization - The Emerald Coast Utilities Authority, a local governmental body of the State of Florida, its Board, officers, employees, volunteers, representatives, and agents.

Other Party - The other party to the Contract of which these Risk Management Provisions are a part, any subsidiaries or affiliates, officers, employees, volunteers, representatives, agents, contractors, and subcontractors.

HOLD HARMLESS

The Other Party agrees to hold the Organization and the members of its governing board and its other officers and employees harmless against all claims for bodily injury, sickness, disease, death, personal injury, or damage to property or loss of use resulting therefrom, arising out of or related to the Contract, to the extent such claims are caused by the negligence, recklessness, or intentional wrongful misconduct of the Other Party and persons or entities employed or utilized by the Other Party in the performance of the Contract.

PAYMENT ON BEHALF OF ORGANIZATION

The Other Party agrees to pay on behalf of the Organization all claims described in the above "Hold Harmless" paragraph, and to pay the reasonable costs and fees of the attorneys selected by the Organization, at trial and on appeal, to defend the Organization and its officers and employees against such claims. Provided, however, that the total liability of the Other Party to the Organization under the above "Hold Harmless" paragraph and this "Payment on Behalf of Organization" paragraph shall not exceed the sum of One Million Dollars (\$1,000,000) per claim or occurrence.

Such payment on behalf of the Organization shall be in addition to any and all other legal remedies available to the Organization and shall not be considered to the exclusive remedy of the Organization.

LOSS CONTROLS/SAFETY

Precaution shall be exercised at all times by the Other Party for the protection of all persons, including employees, and property. The Other Party shall comply with all laws, regulations, or ordinances relating to safety and health, and shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.

The Organization may order work to be stopped if conditions exist that present immediate danger to persons or property. The Other party acknowledges that such stoppage will not shift responsibility for any loss or damages from the Other Party to the Organization.

SEVERABILITY

The provisions of these Risk Management Provisions are severable. In the event a court of competent jurisdiction should declare any provision of these Risk Management Provisions to be void or contrary to public policy such provision shall be stricken from these Risk Management Provisions, and the remaining provisions shall be enforced as though the provision determined to be void or contrary to public policy had not been included herein.

INSURANCE - BASIC COVERAGES REQUIRED

The Other Party shall procure and maintain the following described insurance, except for coverages specifically waived by the Organization, on policies and with insurers acceptable to the Organization. These insurers shall have A.M. Best (or equivalent) rating of no less than A:VII unless otherwise agreed to by the Organization.

These insurance requirements shall not limit the liability of the Other Party. The Organization does not represent these types or amounts of insurance to be sufficient or adequate to protect the Other Party's interests or liabilities, but are merely minimums.

Except for workers compensation, the Other Party waives its right of recovery against the Organization, to the extent permitted by its insurance policies.

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

Insurance required of the Other Party or any other insurance of the Other Party shall be considered primary, and insurance of the Organization, if any, shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of Organization, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

Additional Insured

Except for workers compensation and professional liability, the Other Party's insurance policies shall be endorsed to name the Organization as an additional insured for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the Other Party's acts or omissions; or the acts or omissions of those acting on the Other Party's behalf; in the performance of the Other Party's ongoing operations for the Organization. The preferred Commercial General Liability coverage endorsement is ISO Form CG 20 10.

Workers Compensation Coverage

The Other Party shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.

The Other Party shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage

The Other Party 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.

Commercial 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, 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 Other Party 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 Organization'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 should be at least “following form” and shall not be more restrictive than the underlying insurance policy coverages.

EVIDENCE/CERTIFICATES OF INSURANCE

Required insurance shall be documented in Certificates of Insurance, including indication that the policy(s) is endorsed to provide the Organization at least 30 days in advance notice of cancellation, nonrenewal or adverse change.

New Certificates of Insurance are to be provided to the Organization at least 15 days prior to coverage renewals.

If requested by the Organization, the Other Party shall furnish complete copies of the Other Party’s insurance policies, forms and endorsements.

For Commercial General Liability coverage the Other Party shall, at the option of the Organization, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

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

PROFESSIONAL LIABILITY, MALPRACTICE AND/OR ERRORS OR OMISSIONS

If checked below, the Organization requires the following terms and types of insurance for professional, malpractice, and errors or omissions liability.

Hold Harmless

The following replaces the previous Hold Harmless wording.

The Organization shall be held harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom arising out of performance of the agreement or contract, unless such claims are a result of the Organization’s sole negligence.

The Organization shall also be held harmless against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional, malpractice, or errors or omissions liability arising out of performance of the agreement or contract, unless such claims are a result of the Organization's sole negligence.



Professional Liability/Malpractice/Errors or Omissions Insurance

The Other Party shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence.

If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, creed/religion, sex, national origin, disability/handicap, age, marital status, veteran status, or any other legally protected status. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed/religion, sex, national origin, disability/handicap, age, marital status, veteran status, or any other legally protected status. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, creed/religion, sex, national origin, disability/handicap, age, marital status, veteran status, or any other legally protected status.

(3) The contractor will send to each labor union or representative of workers which he has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further contracts with the Emerald Coast Utilities Authority. Provided, however, that no such action shall be taken without prior notice to the contractor and an opportunity for a hearing before the governing Board of the Emerald Coast Utilities Authority or its designee.

(5) The contractor will include the provisions of paragraphs (1) through (4) in every subcontract or purchase order for an amount exceeding ten thousand dollars (\$10,000) in any twelve (12) month period, so that such provisions will be binding upon each subcontractor or vendor.

Signature

Date

Name & Title of Signer

CERTIFICATION OF NONSEGREGATED FACILITIES

By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, creed/religion, national origin, age, marital status, or veteran status because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts or purchase orders exceeding \$10,000; that he will retain such certifications in his files and make them available to the Emerald Coast Utilities Authority upon request.

Provided, however, that such certifications shall not be required in the case of purchase orders or contracts which, in case of a Federal Government contract or subcontract, would be exempt from compliance with the Equal Opportunity Clause by 41 CFR S60-1.5. This section provides for the exemption of transactions not exceeding \$10,000, contracts and subcontracts for indefinite quantities established not to exceed \$10,000 in any contract year, contracts with certain educational institutions, work on or near Indian reservations, facilities (including, but not limited to, agencies, instrumentalities or subdivision of state or local government) which are separate and distinct from activities of the prime contractor or subcontractor related to the performance of the contract or subcontract, and emergencies involving national security.

Signature

Date

Name & Title of Signer

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, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (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 1893 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 this section.

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

Bidder's Signature

Date

Company: _____

Bid/RFP/PO: _____

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