

REQUEST FOR PROPOSALS

PROPOSAL NUMBER: 2013-06

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., MAY 28, 2013**, FOR THE FOLLOWING:

ITEM A – REAL ESTATE BROKERAGE SERVICES

SEALED PROPOSALS WILL BE RECEIVED UNTIL 2:00 P.M., MAY 28, 2013, 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 A PROJECT, IN WHOLE OR IN PART; AND TO ACCEPT THE PROPOSAL THAT IN ITS JUDGEMENT IS THE BEST PROPOSAL OF A RESPONSIBLE RESPONDER. ECUA FURTHER RESERVES THE RIGHT TO ACCEPT ANY BID OR 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 2013-06, Commercial Real Estate Brokerage Services, 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., local time, on Tuesday, May 28, 2013, at which time proposals submitted will be publicly opened and read. The Emerald Coast Utilities Authority (ECUA) invites national, regional and local commercial real estate firms that have the experience, nationwide network reach, infrastructure and personnel to market 19 acres of property located at 401 W Government St., Pensacola, FL 32501. Specifications and information may be examined and obtained from ECUA, Purchasing and Stores Manager (850-969-3350) or from the ECUA website; www.ecua.fl.gov. Proposals received after the closing time will be returned unopened. ECUA reserves the right to reject any or all proposals and re-advertise.

Advertised 4-28-13

**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 2013-06, Commercial Real Estate Brokerage Services** 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

INSTRUCTIONS TO PROPOSERS

ALL THESE TERMS AND CONDITIONS ARE A PART OF THIS PROPOSAL REQUEST.

1. PROPOSAL SCHEDULE:

PROPOSALS ARE PRESENTLY SCHEDULED TO BE PUBLICLY OPENED AND READ AT 2:00 P.M., May 28, 2013 IN THE FINANCE 2ND FLOOR CONFERENCE ROOM, EMERGENCY OPERATIONS SUPPORT ADDITION, 9255 STURDEVANT STREET, ELLYSON INDUSTRIAL PARK. ECUA STAFF WILL REVIEW ALL PROPOSALS AND FORWARD THEIR RECOMMENDATIONS TO THE ECUA CITIZENS' ADVISORY COMMITTEE SCHEDULED TO MEET AT 2:00 P.M., June 19, 2013, IN THE ECUA BOARD ROOM, 9255 STURDEVANT STREET, ELLYSON INDUSTRIAL PARK. THE ECUA'S CITIZENS' ADVISORY COMMITTEE RECOMMENDATION WILL BE PRESENTED TO THE ECUA BOARD AT THEIR MEETING SCHEDULED FOR 3:00 P.M., June 27, 2013, IN THE ECUA BOARD ROOM, 9255 STURDEVANT STREET, ELLYSON INDUSTRIAL PARK.

2. PROPOSAL SUBMISSION:

ALL PROPOSALS TO BE CONSIDERED MUST BE IN THE POSSESSION OF THE EMERALD COAST UTILITIES AUTHORITY PURCHASING AND STORES MANAGER. PROPOSALS MAY BE MAILED OR DELIVERED TO HIS OFFICE AT 9255 STURDEVANT STREET, ELLYSON INDUSTRIAL PARK, PENSACOLA, FLORIDA, 32514, IN A SEALED ENVELOPE CLEARLY MARKED WITH THE TIME AND DATE OF THE OPENING. REGARDLESS OF THE METHOD OF DELIVERY, EACH PROPOSER SHALL BE RESPONSIBLE FOR HIS PROPOSAL(S) 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 RFP OPENING WILL BE REJECTED AND RETURNED UNOPENED TO THE PROPOSER.

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 PROPOSAL ON A CONTRACT TO PROVIDE ANY GOODS OR SERVICES TO A PUBLIC ENTITY, MAY NOT SUBMIT A PROPOSAL ON A CONTRACT WITH A PUBLIC ENTITY FOR THE CONSTRUCTION OR REPAIR OF A PUBLIC BUILDING OR PUBLIC WORK, MAY NOT SUBMIT PROPOSALS ON LEASES OF REAL PROPERTY TO A PUBLIC ENTITY, MAY NOT BE AWARDED OR PERFORM WORK AS A CONTRACTOR, SUPPLIER, SUBCONTRACTOR, OR CONSULTANT UNDER A CONTRACT WITH ANY PUBLIC ENTITY, AND MAY NOT TRANSACT BUSINESS WITH ANY PUBLIC ENTITY IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN 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. PROPOSAL WITHDRAWAL:

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

5. QUOTE ERRORS:

THE FOLLOWING SHALL GOVERN THE CORRECTION OF INFORMATION SUBMITTED IN A PROPOSAL WHEN THAT INFORMATION IS A DETERMINANT OF THE RESPONSIVENESS OF THE PROPOSAL:

- A) THE PURCHASING AND STORES MANAGER PRIOR TO AWARD MAY CORRECT ERRORS IN THE EXTENSION OF UNIT PRICES, STATED IN THE PROPOSAL OR IN MULTIPLICATION, DIVISION, ADDITION, OR SUBTRACTION IN A PROPOSAL. IN SUCH CASES, THE UNIT PRICES SHALL NOT BE CHANGED.
- B) NO PROPOSER SHALL BE PERMITTED TO CORRECT A PROPOSAL MISTAKE AFTER OPENING THE PROPOSALS THAT WOULD CAUSE SUCH PROPOSER TO HAVE THE LOWEST PROPOSAL, EXCEPT THAT ANY PROPOSER MAY CORRECT ERRORS IN EXTENSION OF UNIT PRICES STATED IN THE PROPOSAL, OR IN MULTIPLICATION, DIVISION, ADDITION, OR SUBTRACTION. IN SUCH CASES, UNIT PRICES IN THE PROPOSAL SHALL NOT BE CHANGED.

6. AWARD OF CONTRACT:

ECUA RESERVES THE RIGHT TO ESTABLISH PRIORITIES AND TO AWARD THE CONTRACT TO A SINGLE PROPOSER BASED UPON THE TOTAL PROPOSAL OR TO MULTIPLE PROPOSERS BASED UPON THE ITEMS INDIVIDUALLY PROPOSED.

7. TAXES:

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

8. 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 PROPOSAL IF THE DISCOUNT PERIOD IS 15 DAYS OR GREATER (15 DAYS AFTER RECEIPT OF MATERIAL/SERVICE OR INVOICE, WHICHEVER IS GREATER).

9. RFP TABULATIONS:

RFP TABULATIONS/LIST OF PROPOSERS WILL BE POSTED FOR REVIEW BY INTERESTED PARTIES IN THE PURCHASE SECTION, 9255 STURDEVANT STREET, ELLYSON INDUSTRIAL PARK ON OR ABOUT MAY 28, 2013, AND WILL REMAIN POSTED FOR 72 HOURS EXCLUDING WEEKENDS AND HOLIDAYS.

10. RFP QUESTIONS:

IF ANY PROPOSER HAS A QUESTION CONCERNING THE SPECIFICATIONS OR PROPOSAL SUBMISSION PROCEDURES, PLEASE FORWARD THE INQUIRY TO THE PURCHASING AND STORES MANAGER BY MAY 22, 2013, FOR CONSIDERATION.

EMERALD COAST UTILITIES AUTHORITY
ATTN: PETER F. WILKINSON, PURCHASING AND STORES MANAGER
9255 STURDEVANT STREET
PENSACOLA, FLORIDA 32514-7038
PHONE: 850-969-33520
FAX : 850-969-3384
EMAIL: peter.wilkinson@ecua.fl.gov

11. COMPLIANCE WITH SPECIFICATIONS:

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

12. UNIFORM COMMERCIAL CODE:

THE UNIFORM COMMERCIAL CODE (FLORIDA STATUTES, CHAPTER 672) SHALL PREVAIL AS THE BASIS FOR CONTRACTUAL OBLIGATIONS BETWEEN THE AWARDED PROPOSER/CONTRACTOR AND EMERALD COAST UTILITIES AUTHORITY FOR ANY TERMS AND CONDITIONS NOT SPECIFICALLY STATED IN THIS REQUEST FOR PROPOSAL.

13. 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 PROPOSER. THE FOLLOWING WORDS ARE USED INTERCHANGEABLY THROUGHOUT THIS DOCUMENT AND HAVE THE SAME MEANING AND EFFECT: PROPOSER, CONTRACTOR, VENDOR, RESPONDER, OFFEROR AND SUPPLIER.

14. CONTRACTUAL AGREEMENT:

THIS INVITATION FOR PROPOSAL SHALL BE INCLUDED AND INCORPORATED IN THE FINAL CONTRACT OR PURCHASE ORDER. THE ORDER OF CONTRACT PRECEDENCE WILL BE THE CONTRACT (PURCHASE ORDER), RFP 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.

15. 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.

16. 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.

EMERALD COAST UTILITIES AUTHORITY

REQUEST FOR PROPOSAL

COMMERCIAL REAL ESTATE BROKERAGE SERVICES

RFP NUMBER 2013-06

I. Introduction

The Emerald Coast Utilities Authority (ECUA) in Pensacola, Florida invites Commercial Real Estate Firms licensed to practice in the State of Florida to submit proposals to market 19 acres of land located at 401 West Government Street in downtown Pensacola, Florida (see Appendix A). The firm is expected to market and sell the property to budding entrepreneurs, existing firms, and new firms seeking a new Northwest Florida location.

The real estate firm will be paid strictly on commission basis and will be expected to work closely with the ECUA Executive Director and his staff. The firm will also be required to provide monthly progress reports to the Executive Director.

To be considered, sealed proposals, in not less than fifteen copies, shall be submitted to Mr. Pete Wilkinson, Purchasing and Stores Manager, 9255 Sturdevant St., Pensacola, FL 32514, by 2 PM, May 28, 2013; clearly marked on the outside **“Proposal – Commercial Real Estate Brokerage Services** During the evaluation process, additional information or clarifications from proposers may be required. The top ranked firms may be required to make presentations to a selected staff group or the Citizens Advisory Committee. The staff or Committee will make a recommendation to the ECUA Board.

II. Background Information

ECUA is a local government body created for the purpose of acquiring, constructing, financing, owning, managing, providing, promoting, improving, expanding, maintaining, operating, regulating, franchising, and otherwise having plenary authority with respect to certain utility systems within the territorial limits of Escambia County, Florida. ECUA is governed by a five-member board elected from districts located in Escambia County and employs an executive director as the chief executive officer. ECUA operates water and wastewater system, and a residential and commercial sanitation franchise serving approximately 90,000 customers in southern Escambia County.

III. Nature of Services Required

A. Scope of Services

The successful firm shall agree to contract with ECUA to provide the following:

- Perform market analysis, and prepare marketing plan
- Develop strategies for the sale of the property
- Work with ECUA Attorney and the ECUA Executive Director to negotiate with potential buyers for the property
- Coordinate real estate appraisals
- Coordinate real estate transaction closings
- Handle all other customary activities and services associated with commercial real estate transactions

B. Commercial Real Estate Firm's Minimum Qualifications

Please note that responses to this RFP are sought only from experienced brokers who can demonstrate their ability to perform and have personnel with a proven track record of success in providing commercial real estate brokerage services. A proposal must demonstrate that the broker meets the following minimum qualifications to be eligible for consideration for this project:

1. The firm, organization or company must be a licensed real estate broker in the state of Florida. The lead broker and other key real estate professionals assigned to the contract must be licensed real estate brokers in the state of Florida.
2. The lead broker assigned to the contract and responsible for the coordination and execution of the work must have a minimum of ten years of experience and a proven track record in providing commercial real estate brokerage transactional services involving large scale commercial properties for its clients.
3. Be advised that the ECUA will require that the contract between the broker and the ECUA include a provision making any change in staff persons identified in the contract subject to the approval of the ECUA. Removal by the broker of any staff persons identified in the contract without written consent of the ECUA may be considered a breach of contract.

C. Preferred Qualifications

National firm or affiliated with a national Commercial Real Estate Brokerage firm.

D. Conferences and Communication

Following award of contract, regular progress meetings between ECUA's selected staff and the successful Respondent will be scheduled.

E. References

The Respondent should include a list of at least five (5) clients for whom the Respondent has provided services that are the same or similar to those services requested in this RFP. The more similar the referenced services are to those requested in this RFP; the greater weight will be attached to the references in the Owner evaluation process. Listed organizations may be contacted to determine the quality of work performed and personnel assigned to the project. The results of the references may be provided to the evaluation team and used in scoring the written proposals.

Respondent should include the following information for each reference:

1. Name of the organization
2. Initial dates service started
3. Date of the most recent transaction
4. Responsible official or contact person
5. Address, telephone number and email address

F. Submission Guidelines

1. Transmittal Letter

Provide a cover letter which summarizes the key points of your response and is signed by an officer or employee of the firm who is authorized to commit the firm's resources to ECUA's proposed transaction. Please limit your transmittal letter to two (2) pages.

2. Basic Information

- a. Describe your firm's background in serving as a commercial real estate broker.
- b. Given the recent challenges in the real estate markets, describe your overall approach to marketing commercial property.
- c. Provide a list of at least five (5) similar properties which your firm has marketed and successfully sold.
- d. Provide the names and relevant experience of the team members of your firm who will be providing services in connection with the marketing and sale of the Main Street Property. Be specific regarding the person(s) who would have primary and/or day-to-day responsibility for directing your firm's efforts. Provide a resume for each individual assigned to ECUA's service including their title and contact information.
- e. Discuss any pending or threatened investigations or litigation by any private or public entity which may impact your firm's ability to serve as a commercial real estate broker.
- f. Discuss any conflicts of interest your firm may have if selected as ECUA's commercial real estate broker. How will you insulate ECUA from these conflicts?

- g. Provide the commission structure for the marketing and sale of the ECUA property.

IV. Timeline

Proposed Timeline (schedule is estimated and may change slightly).

April 28, 2013	RFP advertised
April 29, 2013	RFP posted to ECUA Website and distributed
May 22, 2013	Deadline for submission of questions
May 28, 2013	2:00PM Submittals due

V. Proposal Requirements

Sealed proposals, in not less than fifteen copies, shall be filed with Mr. Pete Wilkinson, Purchasing and Stores Manager, 9255 Sturdevant St., Pensacola, FL 32514. Proposals must be received by 2 PM, May 28, 2013.

VI. Oral Presentations

The top ranked firms may be required to make presentations to staff and/or the Citizens Advisory Committee, and that group or the Executive Director will make a recommendation to the ECUA Board of their order of preference.

VII. Proposal Evaluation

The ECUA’s prime objective in the selection process will be to evaluate each proposal on its merits and select the firm receiving the highest total points to provide the required services.

Evaluation: Each proposal will undergo an evaluation by a panel of representatives from ECUA who will recommend the selection of the broker to the Executive Director, who will, in turn, make a recommendation to the Board of Directors.

The evaluation criteria (and their relative importance displayed as % weights) are listed in the table below.

Understanding & approach to performing the scope of work	35%
Compensation schedule including commission rate & other applicable fees	20%
Technical expertise, size & structure of the broker & personnel assigned to RFP tasks	25%
Past experience of the firm &, in particular, experience of the team working on projects of similar scope	20%

VIII. Award Process

A. Negotiations

The Executive Director or his designate will negotiate a contract with the firm ranked first. If the Executive Director is unable to negotiate a satisfactory contract with that firm, negotiations with that firm shall be formally terminated, and negotiations with the second-ranked firm will be undertaken. Failing accord with the second-ranked firm, negotiations shall then be terminated with that firm and undertaken with the third-ranked firm. The Executive Director may reopen formal negotiations with any one of the three top-ranked firms, but may not negotiate with more than one firm at a time. The Executive Director shall negotiate with the firm a basis of its fee the scope and quality of services. In making such determination, the Executive Director shall conduct a detailed analysis of the cost of the professional services required, in addition to considering their scope and complexity.

5.00

Robert M. Kievit
Ray E. Kievit
Attorneys At Law
15 West Main Street
Pensacola, Florida 32501

MAIN STREET
WWTB

This instrument prepared by:
John W. Fleming
Assistant City Attorney
P.O. Box 12919
Pensacola, Florida 32521
(904) 426-4322

1817
MAY 1981

240233

STATE OF FLORIDA
COUNTY OF ESCAMBIA

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That the CITY OF PENSACOLA, a municipal corporation of Florida, for and in consideration of Ten Dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, does bargain, sell, convey, and grant unto the ESCAMBIA COUNTY UTILITIES AUTHORITY, its successors and assigns, forever, the following real property, situate, lying and being in Escambia County, Florida, to-wit:

W55

All of Blocks 33, 34, 35, 36, 42 and 43, Donnelson and 19th Arpent Tracts, and also those portions of the vacated rights-of-way of Donnelson, Coyle and Zarrogossa Streets and alleyways lying south of Government Street, north of Main Street, east of Clubbs Street, and west of DeVillers Street, all being in the City of Pensacola, Escambia County, Florida.

Sec 5
LEGAL DESCRIPTION

Subject to taxes for current year and to valid easements and restrictions of record affecting the property, if any.

To have and to hold, unto the said grantee, its successors and assigns, forever. Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, free from all exemptions and right of homestead. And the said corporation covenants that it is well seized of an indefeasible estate in fee simple in said property and has a good right to convey the same; that it is free from incumbrances, and that it, its successors and assigns, the said grantee, its successors and assigns, in the quiet and peaceful possession and enjoyment thereof, against all persons lawfully claiming the same, shall and will forever warrant and defend, subject to the exceptions set forth above.

IN WITNESS WHEREOF, the said CITY OF PENSACOLA, grantor, in pursuance of due and legal action of its City Council, has executed these presents, causing its name to be signed by its City Manager, and its corporate seal to be affixed hereto this 12th day of May, 1983.

Asst. City Clerk
STATE OF FLORIDA
COUNTY OF ESCAMBIA

CITY OF PENSACOLA
City Manager

Before the subscriber personally appeared Steve Garman and Shirley F. Law, known to me to be the individuals described by said names, who executed the foregoing instrument, and to be the City Manager and City Clerk, respectively, of the City of Pensacola, a municipal corporation and acknowledged and declared that they as City Manager and City Clerk of said Corporation and being duly authorized by it, signed its name and affixed its seal to and executed the said instrument for it and as its act and deed.

Given under my hand and official seal this 12th day of May, 1983.

NOTARY PUBLIC
STATE OF FLORIDA

Notary Public
State of Florida at Large
My Commission Expires: 1/31/83

Attachment A

**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.

ADDITIONAL INSURANCE

If checked below, the Organization requires the following additional types of insurance.

Property Coverage for Leases

The Other Party shall procure and maintain for the life of the lease, all risk/special perils (including sinkhole) property insurance (or its equivalent) to cover loss resulting from damage to or destruction of the building, improvements and personal property/contents. The policy shall cover 100% replacement cost, and shall include an agreed value endorsement to waive coinsurance.

Coverage shall also include continued full payment of rents to the Organization for up to one year after damage or destruction of the property.

Commercial General Liability Coverage Project Aggregate

Because the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit of \$_____ is required by the Organization for this agreement or contract.

Liquor Liability Coverage

In anticipation of alcohol being served, the Other Party shall provide evidence of coverage for liquor liability in an amount equal to the general/umbrella/excess liability coverage. If the general liability insurance covers liquor liability (e.g. host or other coverage), the Other Party's agent or insurer should provide written documentation to confirm that coverage already applies to this agreement, contract or lease. If needed coverage is not included in the general/umbrella/excess liability policy(ies), the policy(ies) must be endorsed to extend coverage for liquor liability, or a separate policy must be purchased to provide liquor liability coverage in the amount required.

Owners Protective Liability Coverage

For renovation or construction contracts the Other Party shall provide for the Organization an owners protective liability insurance policy (preferably through the Other Party's insurer) in the name of the Organization.

This is redundant coverage if the Organization is named as an additional insured in the Other Party's Commercial General Liability insurance policy. However, this separate policy may be the only source of coverage if the Other Party's liability coverage limit is used up by other claims.

Builders Risk Coverage

Builders Risk insurance is to be purchased to cover subject property for special perils (all risks or equivalent) of loss (including theft and sinkhole), subject to a waiver of coinsurance, and covering on-site and off-site storage, transit and installation risks as indicated in the Installation Floater and Motor Truck Cargo insurance described hereafter, if such coverages are not separately provided.

If flood and/or earthquake risks exist, flood and/or earthquake insurance are to be purchased.

If there is loss of income, extra expense and/or expediting expense exposure, such coverage is to be purchased.

If boiler and machinery risks are involved, boiler and machinery insurance, including coverage for testing, is to be purchased.

The Builders Risk insurance is to be endorsed to cover the interests of all parties, including the Organization and all contractors and subcontractors. The insurance is to be endorsed to cover testing and to grant permission to occupy.

Installation Floater Coverage

Installation Floater insurance is to be purchased when Builder's Risk insurance is inappropriate, or when Builder's Risk insurance will not respond, to cover damage or destruction to renovations, repairs or equipment being installed or otherwise being handled or stored by the Other Party, including off-site storage, transit and installation. The amount of coverage should be adequate to provide full replacement value of the property, repairs, additions or equipment being installed, otherwise being handled or stored on or off premises. All risks coverage is preferred.

Motor Truck Cargo Coverage

If the Installation Floater insurance does not provide transportation coverage, separate Motor Truck Cargo or Transportation insurance is to be provided for materials or equipment transported in the Other Party's or other vehicles from place of receipt to building sites or other storage sites. All risks coverage is preferred.

Contractor's Equipment Coverage

Contractor's Equipment insurance is to be purchased to cover loss of equipment and machinery utilized in the performance of work by the Other Party. All risks coverage is preferred.

Fidelity/Dishonesty Coverage - for Employer

Fidelity/Dishonesty insurance is to be purchased to cover dishonest acts of the Other Party's employees, including but not limited to theft of vehicles, materials, supplies, equipment, tools, etc., especially property necessary to work performed.

Fidelity/Dishonesty/Liability Coverage - for Organization

Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover dishonest acts of the Other Party's employees resulting in loss to the Organization.

Garage Liability Coverage

Garage Liability insurance is to be purchased to cover the Other Party and its employees for its garage and related operations while in the care, custody and control of the Organization's vehicles.

Garagekeepers Coverage (Legal Liability Form)

Garagekeepers Liability insurance is to be purchased to cover the Other Party's liability for damage or other loss, including comprehensive and collision risks, to the Organization's vehicles while in the care, custody and control of the Other Party. This form of coverage responds only when the Other Party is legally liable for the loss.

Garagekeepers Coverage (Direct-Excess Form)

Garagekeepers Liability insurance is to be purchased to cover damage or other loss, including comprehensive and collision risks, to the Organization's vehicles while in the care, custody and control of the Other Party. This form of coverage responds on a legal liability basis, and also without regard to legal liability on an excess basis over any other collectible insurance.

Watercraft Liability Coverage

Because the Other Party's provision of services involves utilization of watercraft, watercraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any watercraft, including owned, nonowned and hired.

Coverage may be provided in the form of an endorsement to the general liability policy, or in the form of a separate policy covering Watercraft Liability or Protection and Indemnity for bodily injury and property damage.

United States Longshoremen and Harborworkers Act Coverage

The Workers Compensation policy is to be endorsed to include United States Longshoremen and Harborworkers Act Coverage for exposures which may arise from this agreement or contract.

Jones Act Coverage

The Workers Compensation policy is to be endorsed to include Jones Act Coverage for applicable exposures (for work on, over or in navigable waters) which may arise from this agreement or contract.

Aircraft Liability Coverage

Because the Other Party's provision of services involves utilization of aircraft, aircraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any aircraft, including owned, nonowned and hired.

The minimum limits of coverage shall be \$____,000,000 per occurrence, Combined Single Limit for Bodily Injury (including passenger liability) and Property Damage.

Pollution/Environmental Impairment Liability Coverage

Pollution/environmental impairment liability insurance is to be purchased to cover pollution and/or environmental impairment which may arise from this agreement or contract. The recommended minimum coverage is \$1,000,000. The coverage period shall be extended

beyond the date of the completed project, until the expiration date of the performance bond.

Limited Pollution Liability – Commercial General Liability (CGL) with Endorsement

Covers third-party damages caused by the accidental release of pollutants at a work site. Covers pollution incidents that commence during the policy period. The minimum limits of coverage shall be \$1,000,000. Defense costs outside the limit of liability. Coverage is provided for gradual releases. Includes clean-up costs if part of otherwise covered property damage.

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 \$__,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.

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 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 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.

EMERALD COAST UTILITIES AUTHORITY

GENERAL PROVISIONS

PURCHASE ORDER/CONTRACT

1. Supplies are of domestic origin unless indicated by quoter.
 - 1.a. If you are unable to quote, please advise. This request does not commit Emerald Coast Utilities Authority to pay any cost incurred in the preparation or submission of this quotation or to procure or contract for supplies or services.
2. DELIVERY, INSPECTION AND ACCEPTANCE – Delivery, inspection and acceptance will be at destination unless otherwise provided. Until delivery and acceptance and after any rejections, risk of loss will be on the Contractor unless loss results from negligence of ECUA. Notwithstanding the requirements for any ECUA inspection and test contained in specifications applicable to this contract, except where specialized inspections or tests are specified for performance solely by ECUA, the contractor shall perform or have performed the inspections and tests required to substantiate that the supplies and services provided under the contract conform to the drawings, specifications, and contract requirements listed herein, including if applicable, the technical requirements for the manufacturer's part numbers specified herein.
3. ENTIRE AGREEMENT – The terms, specifications and drawings included in this order when duly executed constitute the entire agreement between the parties unless otherwise stated on the face of the order. No modification or waiver of terms of this agreement shall be binding unless in writing signed by a duly authorized representative of ECUA and confirmed by such a representative of the Vendor. This agreement shall be interpreted in accordance with the laws of the State of Florida.
4. DELIVERY OF EXCESS QUANTITIES OF \$100 OR LESS – The Contractor is responsible for the delivery of each item quantity; within allowable variations, if any. If the Contractor delivers and ECUA receives quantities of any item in excess of the quantity called for (after considering any allowable variation in quantity) such excess quantities will be treated as being delivered for the convenience of the Contractor. ECUA may retain such excess quantities up to \$100 in value without compensating the interests therein. Quantities in excess of \$100 will, at the option of ECUA, either be returned at the Contractor's expense or retained and paid for by ECUA at the contract unit price.
 - 4.a. DELIVERIES – In the event of failure to deliver material of the quality or within the time specified, ECUA may cancel order and buy elsewhere. Failure of ECUA to exercise this option with respect to any installment shall not be deemed a waiver with respect to future installments, if any.

5. DELIVERY TICKETS – All shipments under this agreement shall be accompanied with delivery tickets, or sales slips, in triplicate, which shall contain the following minimum information.

- a. Name of supplier;
- b. Blanket Purchase Order number;
- c. Date of Call;
- d. Call number;
- e. Itemized list of supplies or services furnished;
- f. Quantity, unit price and extension of each item, less applicable discounts (unit price and extensions need not be shown when incompatible with the use of automated systems, provided that the invoice is itemized to show this information); and
- g. Date of delivery or shipment.

Upon delivery, the receiving office will retain one copy of the related delivery ticket and will sign the other two copies and return them to the supplier or his agent. One of these copies may subsequently be required to support the invoice.

6. PAYMENTS – Invoices shall be submitted in triplicate (one copy shall be marked “Original”) unless otherwise specified, and shall contain the following information: Contract or Order number, item number, contract description of supplies or services, sizes, quantities, unit prices and extended totals. Bill of Lading number and weight of shipment will be shown for shipments of Bills of Lading. Unless otherwise specified, payment will be made on partial deliveries accepted by ECUA when the amount due on such deliveries so warrants.

7. DISCOUNTS – In connection with any discount offered, time will be computed from date of delivery suppliers to carrier when acceptance is at the point of origin or from date of delivery at destination when delivery and acceptance are at these points or from the date the correct invoice or voucher is received in the office specified by ECUA, if the latter is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the ECUA check.

8. CONVICT LABOR – In connection with the performance of work under this contract, the Contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89.176, September 10, 1965 (18 U.S.C. 40821ch21) Executive Order 11755, December 29, 1973.

9. COVENANT AGAINST CONTINGENT FEES – The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty ECUA shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

10. GRATUITIES – (a) ECUA may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found after notice and hearing by the Executive Director or his duly authorized representative, that gratuities (in the form of entertainment, gifts or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of ECUA with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such contract, provided, that the existence of the facts upon which the Executive Director or his duly authorized representative make such findings shall be in issue and may be reviewed in any competent court, (b) in the event this contract is terminated as provided in paragraph (a) hereof, ECUA shall be entitled (1) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor and (2) as a penalty and in addition to any other damages to which it may be entitled by law to exemplary damages in an amount (as determined by the Executive Director or his duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee, (c) The rights and remedies of ECUA provided in this clause shall not be exclusive or in addition to any other rights and remedies provided by law or under the contract.
- 10.a. CONTINGENCIES – Neither party shall be liable for delays or defaults due to acts of God, government authority or public enemy, war, fires, floods, epidemics, strikes, labor troubles, freight embargoes, or contingencies reasonably beyond its control. The party so affected upon prompt written notice to the other party shall be excused from making or taking deliveries hereunder to the extent of such prevention or restriction. At ECUA’s option, deliveries so omitted shall be made on notice thereof to the Vendor, upon cessation of such contingency even though such might have been operative at the date of this order.
11. CONDITION FOR ASSIGNMENT – This (contract or purchase order) shall not be assigned in full or in part without the consent of ECUA. Such consent shall not relieve the Contractor from its obligations and liabilities.
12. GOVERNMENT REGULATIONS – Vendor warrants that all applicable laws and regulations of governmental authority, covering the production, sale and delivery of the materials specified herein, have complied with and shall indemnify and save ECUA harmless from and against any liability or loss resulting from Vendor’s failure to do so.
13. TAXES – ECUA is exempt from Federal Taxes on transportation charges and any Federal Excise Tax. If you prepaid transportation, do not pay tax as ECUA will not reimburse you for the taxes paid. ECUA is exempt from State Sales Tax.
14. CHANGES – The Purchasing and Stores Manager may at any time, by written order, and without notice to the sureties, make changes, within the general scope of this contract, in (i) drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for ECUA in accordance therewith; (ii) method of shipment or packing and (iii) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for the performance of this contract, whether changed or not changed by any such order, an equitable adjustment shall be made by written modification of this contract.

Any claim by the Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change provided that the Purchasing and Stores Manager, if he decides that the facts justify such action, may receive and act upon any such claim asserted prior to final payment, under the contract. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes." However, nothing in this clause shall excuse the Contractor from proceeding with this contract as changed.

15. **TERMINATION FOR DEFAULT** – The Purchasing and Stores Manager, by written notice, may terminate this contract, in whole or in part, for failure of the Contractor to perform any of the provisions hereof, in such event, the Contractor shall be liable for damages; including the excess cost of reprocurring similar supplies or services; provided that if (i) it is determined for any reason that the Contractor was not in default or (ii) the Contractor's failure to perform is without his and his subcontractors control, fault or negligence, the termination shall be deemed to be a termination for convenience under paragraph 17. As used in this provision the term "subcontractor" and "subcontractors" means subcontractors at any tier.
16. **TERMINATION FOR CONVENIENCE** – The Purchasing and Stores Manager by written notice may terminate this contract, in whole or in part, when it is in the best interest of ECUA. If this contract is for supplies and is so terminated, the Contractor shall be compensated for goods delivered and accepted up to the date of termination at the discretion of the Executive Director. To the extent that this contract is for services and is so terminated, ECUA shall be liable only for payment in accordance with the payment provisions of this contract for services rendered prior to the effective date of termination.
17. **ASSIGNMENT OF CLAIMS** – Claims for monies due or to become due under this Contract shall be assigned only pursuant to the Assignment of Claims Act of 1940, as amended (31 U.S.C 203, 41 U.S.C. 15). However, payments to an assignee of monies under this contract shall not, to the extent provided in said Act, as amended be subject to reduction or set-off (see Clause 12).
18. **EXTENT OF OBLIGATION** – ECUA is obligated under a call-type Purchase Order only to the extent of authorized calls actually placed against this agreement.
19. **PRICING** – The prices to ECUA for all purchases made under this Agreement shall be as low as or lower than those charged the suppliers most favored customer, in addition to any discounts for prompt payment.
20. **WARRANTIES** – In addition to all warranties, established by statute or common law or set forth elsewhere in this order. The Vendor expressly warrants that all material or services covered herein shall conform to all specifications, drawings, samples, and descriptions furnished or adopted by ECUA and shall be of the best quality and fit and sufficient for the purpose for which purchased, if specified hereon, merchantable of good material and workmanship and free from all patent and patent defects. ECUA's failure to give notice to Vendor of any breach of warranty shall not discharge Vendor's liability therefore. Without limiting the generality of the foregoing, Vendor agrees to be responsible for all defects in design, workmanship and materials, which may become apparent within twelve months of receipt by ECUA.

21. PATENTS – Vendor shall protect and indemnify ECUA against all claims, judgments and expenses arising from infringement or any patent by any of the goods delivered hereunder. Vendor shall defend or settle at its own expense any proceeding brought against ECUA for such infringement provided Vendor is notified promptly of the commencement of such proceeding and is given authority, information and assistance by ECUA for the defense or settlement thereof.
22. INSTALLATION – If this order required the services of ECUA experts or employees of ECUA safety rules and fire regulations, Vendor assumes full responsibility for their acts and omissions and agrees to save ECUA harmless from any claims arising therefrom and to accept exclusive liability for payroll and other taxes imposed upon the employer by law. Vendor will undertake to keep the materials and premises involved free from any lien whatever for materials and labor incident to the performance of Vendor's obligations hereunder. If Vendor furnishes materials and services for construction and improvement of realty and the installation of personalty for a lump sum amount, Vendor agrees to furnish an analysis thereof as ECUA may reasonably require for accounting purposes. Vendor shall be solely responsible for materials furnished by ECUA on other than a charge basis in connection with this order.
23. NON-DISCLOSURE – Without prior written consent of ECUA in each instance, Vendor shall not reveal to a third party the details, characteristics or any information on materials made to the special order for ECUA or use reproductions thereof and any promotional media or reveal that, ECUA is purchasing the materials hereunder.
24. COMMERCIAL WARRANTY – The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights to the Emerald Coast Utilities Authority by any other clause of this contract.
25. DEVIATION FROM SPECIFICATIONS – Emerald Coast Utilities Authority has the sole authority to determine if any deviation from the specifications cited is acceptable.

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, religion, sex, or national origin. 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, religion, sex, or national origin. 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, religion, sex, or national origin.

(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, religion or national origin, 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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