

EMERALD COAST UTILITIES AUTHORITY

REQUEST FOR PROPOSALS FOR AGENT-BROKER COMMERCIAL INSURANCES AND BONDS

RFP# 2014-10

**PROPOSALS DUE:
2:00 PM., CENTRAL STANDARD TIME
TUESDAY, JULY 1, 2014**

**RISK MANAGEMENT DIVISION
HUMAN RESOURCES & ADMINISTRATIVE SERVICES DEPARTMENT
EMERALD COAST UTILITIES AUTHORITY
MAY 2014**

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SECTION 1 – GENERAL INFORMATION

1.1 Legal Advertisement

LEGAL ADVERTISEMENT

Sealed proposals for Request for Proposals (RFP# 2014-10), Agent-Broker Services for Commercial Insurances and Bonds, will be received by the Emerald Coast Utilities Authority's Purchasing and Stores Manager, 9255 Sturdevant Street, Ellyson Industrial Park, Pensacola, FL 32514, until 2:00 p.m. (CST), Tuesday, July 1, 2014, at which time proposals submitted will be publicly opened. Specifications and information may be obtained from the ECUA Purchasing and Stores Manager via email at amy.williamson@ecua.fl.gov, by phone (850-969-3350), or on the web at 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 in the Escambia Sun Press on Thursday, May 15, 2014

1.2 Statement of No Proposal

**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 2014 -10** 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), or emailed to amy.williamson@ecua.fl.gov

1.3 Purpose

The purpose of this Request for Proposals ("RFP") is to contract with one Agent-Broker (hereinafter either "Agent-Broker," "Proposer," "Contractor," "Quoter," or "Vendor") to obtain commercial insurances and bonds specified herein. Additionally, the Contractor is to arrange for loss control services and other support as part of the insurance coverage. Agent of record letters will be provided after the contract has been awarded.

Proposals are required to provide competitive pricing quotes for specified insurance and bonds. Responding agent-brokers should have extensive knowledge of the Commercial Insurance market and access to provide competitive pricing/quotes from multiple well-established and highly rated commercial insurers as requested by the Emerald Coast Utilities Authority ("ECUA").

1.4 Profile of the ECUA

The ECUA is an independent special district local governmental body created by special act of the Florida Legislature in 1981 to provide utility services to customers in unincorporated Escambia County, the City of Pensacola, and contiguous areas. The ECUA is governed by a five-member elected Board and is managed by an Executive Director appointed by the Board. It currently employs approximately 525 employees and is in the business of providing water, water reclamation, solid waste disposal, and recycling services to the residents of Escambia County.

1.5 Notification

A legal advertisement describing this RFP is published in the Escambia Sun Press providing notice to interested parties and information on how to obtain a complete RFP package. In addition, ECUA has elected to send copies of the RFP via email to companies who may have expressed interest in providing services to ECUA, or have otherwise been recently added to an email list of contacts. Inclusion in, or exclusion from, the initial email distribution of RFPs will not be considered in the evaluation of submittals.

1.6 Cost

All costs and expenses involved with the preparation and submission of a response to this RFP and the proposer's participation in the RFP process shall be borne solely by the respondent Contractor and shall not, in any case, be reimbursed by the ECUA.

1.7 Method of Payment

Compensation to the Agent-Broker for insurance and other services will be in the form of commissions for placement of insurance as provided by the insurance carrier. Invoices for all insurance coverages must be delivered timely and the policies and endorsements are to be delivered upon inception or renewal dates. Payment frequency on other than an annual basis will be considered.

1.8 Information Provided / Request for Additional Information / Addenda

This information is provided to facilitate proposals. Much effort was made to provide necessary and accurate information when this RFP was prepared, but ECUA is not to be penalized for any lack of completeness. Accuracy of this data is not guaranteed. It is the sole responsibility of proposers to assure that they have all information necessary for submission of their proposals.

No interpretation of the meaning of the RFP or other pre-qualification documents will be made to any party orally. Requests for additional information or clarifications of the RFP must be made to the RFP coordinator no later than Friday, June 20, 2014. The request must contain the proposer's name, address, phone number, and email address.

All questions concerning this RFP must be submitted, in writing, to:

Amy Williamson, Senior Purchasing Agent

Email: amy.williamson@ecua.fl.gov

Other ECUA staff, elected officials and the ECUA's agents and advisors, shall not be contacted.

The ECUA will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda prior to the Proposal Due Date. Proposers should not rely on any representations, statements or explanations other than those made in this RFP, or in any addendum to this RFP and materials provided by ECUA post execution of the Non-Disclosure Agreement. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail.

Any addendum will be sent via email to the same list of individual companies that originally were sent a qualification package (unless a recipient submits a Statement of No Proposal) and any other company that contacted the Purchasing Division and requested their name be added to that list. The addendum will also be posted to the ECUA website at www.ecua.fl.gov under the "Doing Business with ECUA" tab, "Bid Opportunities" section. The ECUA reserves the right to request additional information as required to adequately evaluate all submittals.

1.9 Dissemination of the RFP

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 via email. To request a copy of the RFP and Proposal Forms, email amy.williamson@ecua.fl.gov or to download a copy of the RFP, visit www.ecua.fl.gov and click on "Doing Business with ECUA."

1.10 RFP Transmittal

Whether this Request for Proposals is transmitted to proposers in one entire package, or in separate components, with or without subsequent addenda, each recipient is responsible for assuring that other parties to whom the document(s) are subsequently transmitted receive all relevant documentation.

A proposer's response based on less information than provided herein, or failure to respond to relevant proposal questions, could put the proposer at a competitive disadvantage.

1.11 Waiver / Rejection of Proposals

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 request for proposals, in whole or in part; and to accept a proposal that, in its judgment, is the lowest and best proposal of a responsible responder. In accepting a proposal, ECUA may award a contract based only on the base proposal, the base proposal plus alternates, or the base proposal plus any alternates which ECUA selects—with all decisions being made based upon what ECUA believes to be in the best interests of its ratepayers, in the reasonable exercise of its discretion. ECUA further reserves the right to increase or decrease quantities as may be required to meet the needs of ECUA, at the unit price which was proposed.

1.12 Policy of Non-Discrimination

The ECUA does not discriminate on the basis of race, color, national origin, sex, creed/religion, age, marital status, disability/handicapped status, or any other legally protected status in employment or provision of service.

1.13 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 point prior to the RFP opening time.

1.14 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.

RFP Tabulations/List of Proposers will be posted for review by interested parties on the ECUA Website, www.ecua.fl.gov on or about July 1, 2014.

1.15 Contracts

Contracts shall be proposed for the term of August 1, 2014 – July 31, 2016, two (2) years. If mutually agreeable to both parties, the contract may then be extended for up to two additional one-year periods.

1.16 Termination, Renewal, Increase Notification

The ECUA shall be given at least 90 days written notice of cancellation or nonrenewal of coverages or Agent-Broker Services. The ECUA shall be notified of any premium renewal increases within 60 days prior to renewal and presented with competitive pricing quotes which the Agent-Broker has obtained from qualified insurance carriers to ensure no lapse in coverage.

If the ECUA shall be required to provide advance notice to the proposer of cancellation or nonrenewal, the required notice should not exceed 30 days.

1.17 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.

1.18 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.

1.19 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.

1.20 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.

1.21 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.

1.22 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.

1.23 Right of Negotiation

The ECUA reserves the right to negotiate with the selected proposer the exact terms and conditions of the contract.

1.24 Indemnification

Proposer, at its own expense and without exception, shall indemnify, defend and pay all damages, costs, expenses, including attorney fees, and otherwise hold harmless the ECUA, its employees, and agents from any liability of any nature or kind in regard to the delivery of these services.

1.25 Rights to Submitted Material

All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, and other documentation submitted by proposers shall become the property of the ECUA when received.

1.26 Ex Parte Communication Clause

Please note that to assure proper and fair evaluation of proposals, after the Request for Proposals is received, ECUA prohibits ex parte communication initiated by the proposer to Board members and discourages ex parte communication initiated by the proposer to any ECUA official or employee evaluating or considering the proposals prior to the time a decision has been made by the ECUA Board.

Communication between a proposer and ECUA will be initiated by the appropriate ECUA official, employee or designated consultant in order to obtain information or clarification needed to develop a proper and accurate evaluation of the proposal. Ex parte communication may be grounds for disqualifying the offending proposer from consideration or any future proposal.

1.27 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.

1.28 Protests

Any person whose substantial interests are directly and adversely affected by the award or intended award of a purchase 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 for 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 date 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 tabulations shall be filed not later than 5:00 p.m. of the third business day following the posting of the bid tabulations. 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 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 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. 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 cost 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.

1.29 Licensing

The Proposer must be licensed to provide services in the State of Florida and produce proof of licensing with its submittal.

1.30 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 20 through 25 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. Additional insurance includes (1) Fidelity/Dishonesty Coverage-For Employer and (2) Professional Liability/Malpractice/Errors or Omissions Insurance with minimum limits of \$100,000.

SECTION 2 – SUBMITTAL REQUIREMENTS AND INSTRUCTIONS

2.1 General Submittal Requirements

2.1.1 Submittal

Complete proposals (including completion of Proposal Forms, submission of quotes and contracts, etc.) are to be delivered in one (1) paper original and three (3) paper copies (a total of four).

Proposals shall be sealed and marked "Agent-Broker for Commercial Insurances and Bonds" - RFP #2014-10". If proposals are mailed, it is suggested that proposers request the delivering agency to provide a record of their delivery. Proposals received after the established deadline will not be considered. EMAILED OR FAXED PROPOSALS WILL NOT BE ACCEPTED.

Proposals shall be valid for 90 days from the due date and should be mailed or delivered to:

Mailing: Emerald Coast Utilities Authority
PO Box 15311
Pensacola, Florida 32514-0311
Attn: Pete Wilkinson, Purchasing & Stores Manager

Delivery: ECUA's Purchasing and Stores Manager
Emergency Operations Support Addition
2nd Floor, Purchasing Office
9255 Sturdevant Street (Ellyson Industrial Park)
Pensacola, Florida 32514
Attn: Pete Wilkinson, Purchasing & Stores Manager

Submittals will be received no later than 2:00 pm, July 1, 2014 (Central Standard Time). The submittal package will contain one original and three (3) copies, with the envelope clearly marked as follows:

Company Name
RFP No. 2014-10
Request for Proposals
Agent-Broker for
Commercial Insurances and Bonds

The Proposer will be responsible for ensuring their submittal is received prior to the deadline. The ECUA shall not be responsible for delays caused by the Proposer's selected delivery service. **No extenuating circumstances will be recognized.**

Any proposal received after 2:00 p.m. (Central Standard Time), July 1, 2014, will not be considered and will be returned unopened.

All proposals will be publicly opened at 2:00 p.m., Central Standard Time on Tuesday, July 1, 2014, at the Finance Conference Room (#2202), at the ECUA's Emergency Operations Support Addition, 9255 Sturdevant Street (Ellyson Industrial Park), Pensacola.

2.1.2 Request for Proposals Timeline

Thursday, May 15, 2014	Publication of Legal Advertisement – Escambia Sun Press
Wednesday, May 21, 2014	Request for Proposals Release
Tuesday, June 10, 2014 at 2:00 p.m. (CST) <i>Emerald Coast Utilities Authority 9255 Sturdevant Street Finance Conference Room, 2nd Floor Pensacola, FL 32514</i>	Pre-proposal Conference
Friday, June 20, 2014	<u>Request Deadline for Requests for Proposal Forms:</u> Confidential Informational Questionnaires & Claims Reports <i>and</i> Proposer Questions Deadline
Tuesday, July 1, 2014 at 2:00 p.m. (CST)	Proposal Due Date & Time

2.1.3 Pre-proposal Conference (Optional)

A pre-proposal conference will be held on Tuesday, June 10, 2014 at 2:00 p.m. (CST) in the Finance Conference Room - 2nd Floor, ECUA, 9255 Sturdevant Street, Pensacola, Florida. The purpose of the conferences is to allow potential proposers an opportunity to present questions and obtain clarification relative to the RFP. Attendance at this conference is recommended. Attendance at the conference will be evidenced by the proposer's (or designee's) signature on the attendance roster. Bring a copy of the RFP with you.

Any changes resulting from the conference will be issued in a written addendum. The addendum will be sent via email to the same list of individual companies that originally were sent a qualification package (unless a recipient submitted a Statement of No Proposal) and any other company that contacted the Purchasing Division and requested their name be added to that list. The addendum will also be posted

to the ECUA website at www.ecua.fl.gov under the “Doing Business with ECUA” tab, “Bid Opportunities” section.

2.2 Minimum Qualifications

2.2.1 Licenses

Principal companies must be licensed in the State of Florida to conduct business and provide services pursuant to the applicable provisions of Florida Statutes.

2.3 Submittal Format and Instructions

2.3.1 Proposal Forms

Submittals should be clear, concise, and organized to facilitate efficient review and evaluation.

Proposers should complete the appropriate Proposal Form(s) included as a separate attachment to this RFP. All blanks on the Proposal Forms should be completed. Responses should be clear, concise, and organized to facilitate efficient review and evaluation. Proposal Forms include:

- 1) General Information Questionnaire
- 2) Specific Information Questionnaire
- 3) Quotes for Specified Insurances & Bonds
- 4) Agent-Broker Professional References
- 5) Equal Opportunity Clause
- 6) Certification of Nonsegregated Facilities
- 7) Drug-Free Workplace Form

Supplemental information may be attached to the Proposal Forms. Failure to fully complete the appropriate Proposal Forms may result in disqualification of your proposal.

2.3.2 Non-Disclosure Agreement

The Non-Disclosure Agreement, hereinafter “NDA,” (Attachment 1) must be completed, signed, and submitted to amy.williamson@ecua.fl.gov before the proposer requests the Confidential Informational Questionnaire and Claims Reports required to obtain quotes specifically for Cyber Liability Insurance, Pollution Liability Insurance, and Directors & Officers, Employment Practices Liability Insurance. Once the completed and signed NDA is returned to Amy Williamson, the confidential information and claims reports will be provided to you via direct pickup or express mail.

Direct pickup: ECUA’s Purchasing and Stores Manager
Emergency Operations Support Addition
2nd Floor, Purchasing Office
9255 Sturdevant Street (Ellyson Industrial Park)
Pensacola, Florida 32514

Express Mail: 1. Proposer must provide an express mail account number to Amy Williamson via email at amy.williamson@ecua.fl.gov or by phone at 850-969-6531.

2. Upon receipt of the confidential informational questionnaires and claims reports, the Proposer (or designee) must sign acknowledging receipt.

2.3.3 Authorized Offer

The person submitting the proposal should indicate the position he or she holds with the Proposer and affirmatively state his or her authority to make a valid offer in the Proposal Forms that may be accepted by ECUA to form a valid and binding contract.

If the person submitting the proposal is not authorized to submit a proposal that can be bound by ECUA's acceptance, such person should also obtain the signature of an authorized representative of the proposer that may result in a bound contract upon ECUA's acceptance.

Proposals should be typed. Signatures shall be manually signed in ink, and any corrections should be typed or made in ink and initialed.

2.3.4 Conflict of Interest

The award of contract is subject to the provisions of Chapter 112, Florida Statutes.

2.3.5 Evaluation of Proposals

In the ECUA's evaluation of proposals, several items shall be considered, including but not limited to:

Cost of specified insurances & bond and other charges (if any)	A major consideration, though not the only consideration
Proposer qualifications	Experience in providing the desired insurance and related services; qualifications and experience of Contractor's staff
Services	Service responsiveness; ability to attend ECUA meetings and meet with staff, if requested
Responsiveness to the RFP	Demonstrated understanding of the scope of services and ability to provide quotes and services as requested
Stability	Number of years in business; commercial insurance client history
References	Quality of references received for proposers selected for interview (if interviews are conducted)
Interviews	Quality of the interview and the information provided about the proposal and expectations for service to ECUA, if interview is requested

The order in which these items are listed does not necessarily reflect their order of importance.

It is possible that ECUA, in its judgment, may consider a proposal unacceptable solely because one of these key items is unsatisfactory. For example, a proposal may be considered unacceptable solely on the basis of unsatisfactory cost or of unsatisfactory service, etc.

The proposals received will be reviewed by a panel appointed by the Executive Director. The panel shall make ranking recommendations to the Executive Director. The Executive Director shall consider all proposals, and he may direct the panel to interview. Ultimately, the Executive Director will make ranking recommendations to the ECUA Board, which will make a final decision.

2.4 PROFESSIONAL REFERENCES

To be responsive, proposers shall provide with their proposals current professional references. Proposers are required to provide name, address and phone number of at least five organizations they have served for at least three full years; the references provided should be for organizations in a similar industry and of similar size which have risk management or insurance programs requiring services comparable to those being proposed to the ECUA.

2.5 NON-WARRANTY OF SPECIFICATIONS

Due care and diligence have been exercised in the preparation of this RFP #2014-10 and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the exposures to risk and verification of all information herein shall rest solely with the proposers. Neither the ECUA nor its representatives shall be responsible for any error or omission in this RFP, nor for the failure on the part of the proposer(s) to determine the full extent of the exposures.

2.6 CONTRACT DELIVERY

Proposers are expected to deliver contracts, certificates of insurance, endorsements and other related documentation of coverage as proposed and as accepted by ECUA.

If contracts, certificates, endorsements and other documentation of coverage are not delivered as proposed and as accepted by ECUA, no less coverage will later be accepted.

ECUA shall not be obligated to follow-up to obtain documentation of proposed items not included or incomplete in delivered contracts, certificates, or endorsements. If ECUA does not follow-up, or if ECUA follows up only on a limited basis, and if the proposer does not fulfill its obligation to deliver documentation of services, or other terms proposed, it shall not be construed as ECUA's accepting anything less than proposed, and as accepted by ECUA.

2.7 EXCEPTION TO THE RFP

The ECUA shall determine the acceptability of proposed exceptions, and the proposals will be evaluated based on the proposals as submitted. The ECUA, after completing evaluations, may accept or reject the exceptions.

SECTION 3 - SCOPE OF INSURANCE & BOND COVERAGE AND AGENT-BROKER SERVICES

3.1 Commercial Insurance Policies and Bonds

Proposal Contractors should provide quotes for competitively priced insurance products and services for the specified Insurances and Bonds listed in the table below. The table outlines the current insurance coverages. The current Agent-Broker is Fisher Brown Insurance, Pensacola, Florida.

<i>Policy or Bond</i>	<i>RFP Exhibit</i>	<i>Current Policy Period</i>	<i>Current Premium</i>
Flood Policies - Various buildings and equipment	See Exhibits 1-A thru 1-G	1-A: 08/23/13 – 08/23/14 1-B: 01/07/14 – 01/07/15 1-C: 06/15/13 – 06/15/14 1-D: 06/15/13 – 06/15/14 1-E: 06/15/13 – 06/15/14 1-F: 08/03/13 – 08/03/14 1-G: 08/23/13 – 08/23/14	\$23,465 (1-year, respective to each policy year)
Directors & Officers and Employment Practices Liability	See Exhibit 2	11/01/13 – 11/01/14	\$20,467 (1-year policy)
Pollution Liability	See Exhibit 3	10/01/11 – 10/01/14	\$58,812 (3-year policy)
Cyber Liability	New coverage		New coverage
Public Official Bond	See Exhibit 4	10/01/13 – 10/01/14	\$1,013 (1-year)
Commercial Crime Bond	See Exhibit 5	10/01/13 – 10/01/14	\$6,097 (1-year)
Road Restoration Bond	See Exhibit 6	11/18/13 – 11/18/14	\$149 (1-year)

3.2 The Exhibits

Exhibits 1-A through 1-G are Summaries of Insurance which outline the current Flood Insurance policies, including location of premises, premises, liability limits, and flood zones.

Exhibit 2 is a Summary of Insurance which outlines the current directors & officers and employment practices liability insurance policy, including liability limits and chosen counsel.

Exhibit 3 is a Summary of Insurance which outlines the current pollution liability insurance policy, including liability limits and brief description.

Exhibit 4 is a Summary of Insurance for the current Public Official Bond, including liability limit.

Exhibit 5 is a Summary of Insurance for the current Commercial Crime Bond, including coverage description and liability limits.

Exhibit 6 is a Summary of Insurance for the current Road Restoration Bond, including liability limit.

The ECUA's auto insurance, property insurance, and excess workers' compensation insurance are currently provided by the Florida League of Cities. The ECUA is satisfied with the League's services and policies. And, although quotes are not requested in this RFP for policies currently insured by the Florida League of Cities, the ECUA desires proposers to state their capability in providing insurance coverage for auto, property, and excess workers' compensation.

<i>Current Insurer</i>	<i>Policy</i>
Florida League of Cities	Auto Liability & Physical Damage
Florida League of Cities	Property
Florida League of Cities	Excess Workers' Compensation

3.3 Broker Services

Required services will include, however, are not limited to the following:

- a) Review, analysis, and recommendation of various insured and self-insured programs at ECUA.
- b) Conduct an analysis of current policies of insurance to identify any overlapping coverage.
- c) Make recommendations to ensure optimal coverage protection at competitive pricing.
- d) Negotiation of insurance renewals or other recommended coverage additions.
- e) Monitor utilization of the ECUA's Risk Management Insurance program and determine trends requiring targeted action.

3.4 Periodic Meetings with ECUA

The Agent-Broker will meet with ECUA staff at least quarterly to review and discuss claims, loss control, exposure, changes, and general administrative matters. Agent-Broker will also confer with ECUA staff as necessary regarding current or prospective insurance coverage, as it relates to services performed by Agent-Broker.

3.5 Retention of Records

The consultant is required to maintain records, documents, and any evidence on costs and expenses for services provided. Records must be maintained and presented to ECUA for review or audit upon request.

**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.

☒ **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.

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 \$100,000 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. Products 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 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.
3. ENTIRE AGREEMENT – The terms, and specifications 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. 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.
5. 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.
6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.
12. 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. 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.

13. 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 products 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.
14. 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.
15. 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).

16. EXTENT OF OBLIGATION – ECUA is obligated under a call-type Purchase Order only to the extent of authorized calls actually placed against this agreement.
17. 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.
18. 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.
19. 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.
20. 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.
21. 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.

22. 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.
23. DEVIATION FROM SPECIFICATIONS – Emerald Coast Utilities Authority has the sole authority to determine if any deviation from the specifications cited is acceptable.