



**THE ESCAMBIA COUNTY SCHOOL DISTRICT  
PURCHASING DEPARTMENT  
75 NORTH PACE BLVD.  
PENSACOLA, FL 32505**

**REQUEST FOR PROPOSAL (RFP) & PROPOSAL ACKNOWLEDGEMENT**

POSTING DATE:

**NOVEMBER 16, 2012**

PURCHASING CONTACT & TELEPHONE:

**JOHN DOMBROSKIE (850) 469-6120**

RFP TITLE:

**AS NEEDED REAL ESTATE SERVICES**

RFP NUMBER:

**131401**

RFP OPENING DATE & TIME:

**NOVEMBER 29, 2012, 12:00PM CST**

**NOTE: RESPONSES RECEIVED AFTER THE RFP OPENING DATE AND TIME WILL NOT BE ACCEPTED.**

The School Board of Escambia County, Florida, solicits your company to submit a proposal on the above referenced goods or services. All terms, specifications and conditions set forth in this request are incorporated by this reference into your response. Proposals will not be accepted unless all conditions have been met. All proposals must have an authorized signature in the space provided below. All proposals must be sealed and received in the School District's Purchasing Office at 75 North Pace Blvd., Pensacola, Florida, by the "RFP Opening Date & Time referenced above. All envelopes containing sealed proposals must reference the "RFP Title", "RFP Number" and the "RFP Opening Date & Time". The School District is not responsible for lost or late delivery of Proposals by the U.S. Postal Service or other delivery services used by the Bidder. Proposals may not be withdrawn for a period of sixty (60) days after the bid opening unless otherwise specified.

**THE FOLLOWING MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR PROPOSAL. PROPOSALS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE BIDDER.**

COMPANY NAME:

MAILING ADDRESS:

CITY, STATE, ZIP:

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN):

TELEPHONE NUMBER: ( EXT: ) FACSIMILE NUMBER:

EMAIL:

HOW DID YOU FIND OUT ABOUT THIS RFP? SCHOOL DISTRICT WEBSITE\_\_\_ BIDNET\_\_\_ DEMAND STAR\_\_\_ PRIME VENDOR\_\_\_  
OTHER\_\_\_ (PLEASE SPECIFY\_\_\_\_\_)

I CERTIFY THAT THIS PROPOSAL IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER BIDDER SUBMITTING A PROPOSAL FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE TO ALL TERMS AND CONDITIONS OF THIS RFP AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS RFP FOR THE BIDDER.

AUTHORIZED SIGNATURE:

TYPED OR  
PRINTED NAME:

TITLE:

DATE:

## I. INTRODUCTION & GENERAL INFORMATION

The School Board of Escambia County is soliciting proposals from qualified Commercial Real Estate firms to provide the School Board of Escambia County with real estate and consulting services. Services needed may include representing the School Board in negotiations for acquisition or disposition of property, managing leases, advising staff of various options or approaches to achieve the end result desired (i.e. long term lease vs. acquisition, etc.) and preparation and execution of easement and encumbrance documents. Submitting firm(s) must demonstrate experience in government/municipal real estate transactions. We realize that every firm does not necessarily provide all services requested. We anticipate selecting several firms in order to have a diversity of services available.

## II. GENERAL TERMS AND CONDITIONS.

NOTE: The term "Bidder" as used within this Request For Proposal (RFP) refers to the person, company or organization responding to this RFP. The Bidder is responsible for understanding and complying with the terms and conditions herein.

- A. **GENERAL:** Upon an RFP award, the terms and conditions of this RFP or any portion thereof, may upon mutual agreement of the parties be extended for an additional term(s) or for additional quantities (all original terms and conditions will remain in effect). Subject to the mutual consent of the parties, the pricing, terms and conditions of this RFP, for the products or services specified herein, may be extended to other municipal, city or county government agencies, school boards, community or junior colleges, or state universities within the State of Florida.
- B. **RFP OPENING AND FORM:** Proposal openings will be public on the date and time specified on the Proposal Acknowledgement form. All proposals received after the time indicated will be rejected as non-responsive and retained by the District. Proposals by Email, fax, telegram, or verbally by telephone or in person will not be accepted. The public opening will acknowledge receipt of the Proposals only; details concerning pricing or the offering will not be announced. All proposals submitted shall become public record upon an announcement of a recommended award or thirty (30) days after the opening date whichever occurs first. To protect any confidential information contained in their Proposal, companies must invoke the exemptions to disclosure provided by law in response to the RFP, and must identify the data and other material to be protected, and must state the reasons why such exclusion from public disclosure is necessary.
- C. **WARRANTY:** All goods and services furnished by the Bidder, relating to and pursuant to this RFP will be warranted to meet or exceed the Specifications contained herein. In the event of breach, the Bidder will take all necessary action, at Bidder's expense, to correct such breach in the most expeditious manner possible.
- D. **PRICING:** All pricing submitted will include all packaging, handling, shipping charges, and delivery to any point within Escambia County, Florida to a secure area or inside delivery. The School Board is exempt and does not pay Federal Excise and State of Florida Sales taxes.
- E. **TERMS OF PAYMENT / INVOICING:** The normal terms of payment will be Net 30 Days from receipt and acceptance of goods or services and Bidder's invoice. Itemized invoices, each bearing the Purchase Order Number must be mailed on the day of shipment. Invoicing subject to cash discounts will be mailed on the day that they are dated.
- F. **TRANSPORTATION AND TITLE:** (1) Title to the goods will pass to the School District upon receipt and acceptance at the destination indicated herein. Until acceptance, the Bidder retains the sole insurable interest in the goods. (2) The shipper will prepay all transportation charges. The School District will not accept collect freight charges. (3) No premium carriers will be used for the School District's account without prior written consent of the Director of Purchasing.

- G. **PACKING:** All shipments will include an itemized list of each package's content, and reference the School District's Purchase Order Number. No charges will be allowed for cartage or packing unless agreed upon by the School District prior to shipment.
- H. **INSPECTIONS AND TESTING:** The School District will have the right to expedite, inspect and test any of the goods or work covered by this RFP. All goods or services are subject to the School District's inspection and approval upon arrival or completion. If rejected, they will be held for disposal at the Bidder's risk. Such inspection, or the waiver thereof, however, will not relieve the Bidder from full responsibility for furnishing goods or work conforming to the requirements of this RFP or the RFP Specifications, and will not prejudice any claim, right, or privilege the School District may have because of the use of defective or unsatisfactory goods or work.
- I. **STOP WORK ORDER:** The School District may at any time by written notice to the Bidder stop all or any part of the work for this RFP award. Upon receiving such notice, the Bidder will take all reasonable steps to minimize additional costs during the period of work stoppage. The School District may subsequently either cancel the stop work order resulting in an equitable adjustment in the delivery schedule and/or the price, or terminate the work in accordance with the provisions of the RFP terms and conditions.
- J. **INSURANCE AND INDEMNIFICATION:** The Bidder agrees to indemnify and save harmless the School District, its officers, agents and employees from and against any and all claims and liabilities (including expenses) for injury or death of persons or damage to any property which may result, in whole or in part, from any act or omission on the part of the Bidder, its agents, employees, or representatives, or are arising from any Bidder furnished goods or services, except to the extent that such damage is due solely and directly to the negligence of the School District. The Bidder will carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the School District. The Bidder will, at the request of the School District, supply certificates evidencing such coverage.
- K. **RISK OF LOSS:** The Bidder assumes the following risks: (1) all risks of loss or damage to all goods, work in process, materials and equipment until the delivery thereof as herein provided; (2) all risks of loss or damage to third persons and their property until delivery of all goods as herein provided; (3) all risks of loss or damage to any property received by the Bidder or held by the Bidder or its suppliers for the account of the School District, until such property has been delivered to the School District; (4) all risks of loss or damage to any of the goods or part thereof rejected by the School District, from the time of shipment thereof to Bidder until redelivery thereof to the School District.
- L. **LAWS AND REGULATIONS:** Bidders will comply with all applicable Federal, State and Local laws, statutes and ordinances including, but not limited to the rules, regulations and standards of the Occupational Safety and Health Act of 1970, the Federal Contract Work Hours and Safety Standards Act, and the rules and regulations promulgated under these Acts. Bidders agree not to discriminate against any employee or applicant for employment because of race, sex, religion, color, age or national origin.

All agreements as a result of an award hereto and all extensions and modifications thereto and all questions relating to its validity, interpretation, performance or enforcement shall be governed and construed in conformance to the laws of the State of Florida.

- M. **PUBLIC ENTITY CRIMES:** A Bidder, person, or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold

amount provided in Florida State Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

- N. **PATENTS:** Bidders agree to indemnify and save harmless the School District, its officers, employees, agents, or representatives using the goods specified herein from any loss, damage or injury arising out of a claim or suit at law or equity for actual or alleged infringement of letters of patent by reason of the buying, selling or using the goods supplied under this bid, and will assume the defense of any and all suits and will pay all costs and expenses thereto.
- O. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112 Florida Statutes. All Bidders must disclose the name of any company owner, officer, director or agent who is an employee of the School District and/or is an employee of the School District and owns, directly or indirectly, an interest of five percent or more of the company.
- P. **TERMINATION: DEFAULT.** The School District may terminate all or any part of a subsequent award by giving notice of default to Bidder, if Bidder: (1) refuses or fails to deliver the goods or services within the time specified; (2) fails to comply with any of the provisions of this RFP or so fails to make progress as to endanger performances, hereunder, or; (3) becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors. In the event of termination for default, the School District's liability will be limited to the payment for goods and services delivered and accepted as of the date of termination. **CONVENIENCE.** The School District may terminate for its convenience at any time, in whole or in part any subsequent award. In which event of termination for convenience, the School District's sole obligations will be to reimburse Bidder for (1) those goods or services actually shipped/performed and accepted up to the date of termination, and (2) costs incurred by Bidder for unfinished goods, which are specifically manufactured for the School District and which are not standard products of the Bidder, as of the date of termination, and a reasonable profit thereon. In no event is the School District responsible for loss of anticipated profit nor will reimbursement exceed the RFP value.
- Q. **DRUG-FREE WORKPLACE:** Whenever two or more RFPs are equal with respect to price, quality, and service, an RFP received from a business that certifies that it has implemented a drug-free workplace program as defined by Section 287.087 Florida Statutes, will be given preference in the award process.
- R. **PERFORMANCE:** In an effort to reduce the cost of doing business with the School District, and unless indicated elsewhere, no bid or performance bond is required. However, upon award and subsequent default by Bidder, the School District reserves the right to pursue any or all of the following remedies: (1) to accept the next lowest available RFP price or to purchase materials or services on the open market, and to charge the original awardees for the difference in cost via a deduction to any outstanding or future obligations; (2) the Bidder in default will be prohibited from activity for a period of time determined by the severity of the default, but not exceeding two years; (3) any other remedy available to the School District in tort or law.
- S. **AUDIT AND INSPECTION:** The District or its representative reserves the right to inspect and/or audit all the Bidder's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Bidder to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District's representative and may include but are not limited to all correspondence, ordering, payment, inspection and receiving records, and contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Bidder.
- T. **SAMPLES AND BRAND NAMES: BRAND NAMES.** Specifications referencing specific brand names and models are used to reflect the kind and type of quality in materials and workmanship, and the corresponding level of performance the School District expects to receive as a minimum. Bidders offering equivalents or superior products to the brand/model referenced will: (1) reference

on the RFP in the space provided the manufacturer's name, brand name, model and/or part number; (2) next to the price Bidder will indicate "ALT" to reflect an alternate offering; (3) where no sample is provided with the RFP, Bidders will enclose sufficient technical specification sheets and literature to enable the School District to reach a preliminary evaluation; (4) the School District may request and Bidder agrees to submit a sample or to provide its product on-trial or demonstration, whichever the School District may deem appropriate, at no charge to the District; (5) the School District reserves the right to determine the acceptability of any alternatives offered. **SAMPLES.** Any sample requested by this RFP or to be provided at the Bidder's option, should be forwarded under separate cover to the attention of the Purchasing Office of the School District. The package or envelope will reference the RFP Number, RFP Title, and RFP Item Number and clearly marked "Samples". All samples will be provided free of charge, including transportation charges. Bidders are responsible for notifying and making arrangements for pick up from the School District if a return of samples is expected. All samples unclaimed for thirty (30) days will be disposed of at the discretion of the School District.

- U. **EVALUATION CRITERIA:** Primary factors used to decide the award hereunder will be price, quality, availability, and responsiveness. Other factors that may be used in the evaluation of this bid will be: (1) administrative costs incurred by the School District in association with the discharge of any subsequent award; (2) alternative payment terms; (3) Bidder's past performance. The School District reserves the right to evaluate by lot, by partial lot, or by item, and to accept or reject any proposal in its entirety or in part, and to waive minor irregularities if the proposal is otherwise valid. In the event of a price extension error, the unit price will be accepted as correct. The School District has sole discretion in determining testing and evaluation methods. The School District may consider in conjunction to any award hereunder, those products, services and, prices available to them through contracts from state, federal, and local government agencies or other school districts within the State of Florida.
- V. **CLARIFICATIONS AND INTERPRETATIONS:** The School District reserves the right to allow for clarification of questionable entries, and for the Bidder to withdraw items with obvious mistakes. Any questions concerning terms, conditions or specifications will be directed to the designated Purchasing Agent referenced on the RFP Acknowledgement. Any ambiguities or inconsistencies shall be brought to the attention of the designated Purchasing Agent in writing at least seven workdays prior to the opening date of the proposals. Failure to do so, on the part of the bidder will constitute an acceptance by the bidder of consequent decision. An addendum to the RFP shall be issued and posted for those interpretations that may affect the eventual outcome of this bid. It is the bidder's responsibility to assure the receipt of all addendum issued. No person is authorized to give oral interpretations of, or make oral changes to the RFP. Therefore oral statements given before the RFP opening date will not be binding. The School District will consider no interpretations binding unless provided for by issuance of an addendum. Addenda will be posted to the School District's Purchasing website address at "<http://old.escambia.k12.fl.us/adminoff/finance/purchasing/>" at least five workdays prior to the opening date. The bidder shall acknowledge receipt of all addenda by signing and enclosing said addenda with their proposal.
- W. **RFP TABULATIONS, RECOMMENDATIONS, AND PROTEST:** RFP tabulations with award recommendations are posted for 72 hours in the Purchasing Office and are also posted to the School District's Purchasing website address at "<http://old.escambia.k12.fl.us/adminoff/finance/purchasing/>". Failure to file a protest within the time prescribed in Section 120.57(3) Florida State Statutes will constitute a waiver of proceedings under Chapter 120, Florida State Statutes and School Board Rules. RFP tabulations, recommendations or notices will not be automatically mailed.
- X. **CONTACT:** All questions for additional information regarding this RFP **must be directed to the designated Purchasing Agent noted on page one.** Prospective bidders shall not contact any member of the Escambia County School Board, Superintendent, or staff regarding this bid prior to posting of the final tabulation and award recommendation on the website and in the Purchasing Office. Any such contact shall be cause for rejection of your proposal.

- Y. **PROPOSAL PREPARATION COSTS:** Neither the School District nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this proposal.
- Z. **AGREEMENT FORM:** All subsequent agreements as a result of an award hereunder, shall incorporate all terms, conditions and specifications contained herein, and in response hereto, unless mutually amended in writing.

**III. SPECIAL CONDITIONS** These "SPECIAL CONDITIONS" are in addition to or supplement Section II GENERAL TERMS AND CONDITIONS. In the event of a conflict these SPECIAL CONDITIONS shall have precedence.

- A. **AGREEMENT TERM:** The purpose of this RFP is to establish an agreement **beginning January 1, 2013 through December 31, 2013**. The term of the agreement may, by mutual written agreement between The School Board and the awardee(s), be renewed for two additional one-year periods. The School Board, through its Purchasing Department, will, if considering renewing, request a letter of intent to renew from each awardee, 90 days prior to the end of the current agreement period. The awardee(s) will be notified when the School Board has acted upon the recommendation. All prices shall be firm for the initial term of the agreement. The successful awardee(s) agrees to this condition by signing its proposal.
- B. **EXTENSION:** In addition to any renewal options contained herein, the School Board is granted the right to extend any award resulting from this RFP for the period of time necessary for ECSD to release, award and implement a replacement RFP for the goods, products and/or services provided through this RFP. Such extension shall be upon the same prices, terms and conditions as existing at the time of ECSD exercise of this extension right. The period of any extension under this provision shall not be for a period in excess of six months from (a) the termination date of an agreement entered into as a result of this RFP or (b) the termination date under any applicable period of renewal under an agreement entered into as a result of this RFP.
- C. **IRREVOCABILITY OF PROPOSAL:** A proposal may not be withdrawn before the expiration of 120 days from the date of proposal opening.
- D. **INFORMATION NOT IN RFP:** No verbal or written information which is obtained other than by information in this document or Addenda to this Request for Proposal shall be binding on ECSD.
- E. **PROPOSAL PUBLIC RECORD:** Proposer acknowledges that all information contained within their proposal is part of the public domain as defined by the State of Florida Sunshine and Public Record Laws.

"In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Requests for Proposals and the responses thereto are in the public domain. However, the proposers are requested to **identify specifically** any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law."

Please note that Section 119.071 of the Florida Statutes address in part the issue of the public nature of sealed bids or proposals as well as the non-public nature of certain trade secrets. The proposal submitted by your company may contain areas, which are designated "confidential" or "exempt from disclosure". If your proposal contains such information you are required to advise the School District with **specific School District** the applicable law making those provisions exempt from disclosure in accordance with the Public Records Law. A generic notation that information or pages are "confidential" will not suffice. Failure to provide the Purchasing Office with a detailed explanation and justification including statutory cites and specific reference to your bid package

detailing what provisions, if any, you believe are exempt from disclosure, will result in your proposal being subject to disclosure in accordance with Chapter 119 of the Florida Statutes.

- F. **PREPARATION COST OF PROPOSAL:** Proposer is solely responsible for any and all costs associated with responding to this RFP. ECSD will not reimburse any proposer for any costs associated with the preparation and submittal of any proposal or for any travel and per diem costs that are incurred by any proposer. All proposals received from proposers in response to this Request for Proposal will become the property of the School District of Escambia County and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the School District.
- G. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Goods and/or services offered shall be in compliance with RFP conditions and specifications and any resulting agreement at all times. Goods and/or services not conforming to RFP conditions, specifications or time frames may result in default of contract and the awardee shall pay ECSD, as liquidated damages, an amount equal to 25% of the value of contract or \$50.00, whichever amount is larger.
- H. **APPLICABLE LAW:** This RFP and any agreement resulting from it shall be interpreted and construed according to the laws of the State of Florida.
- I. **LEGAL REQUIREMENTS:** Federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the goods or services covered herein apply. Lack of knowledge by the proposer will in no way be a cause for relief from responsibility.
- J. **ADVERTISING:** In submitting an RFP, proposer agrees not to use the results there from as a part of any commercial advertising without prior written approval of ECSD.
- K. **EXPENDITURE:** No guarantee is given or implied as to the total dollar value or work as a result of this RFP. ECSD is not obligated to place any order for services performed with any awardee(s) as a result of this award. Order placement will be based upon the needs and in the best interest of ECSD.
- L. **CONFLICT OF INTEREST:** The award of this RFP is subject to the provisions of Chapter 112, Florida Statutes, as currently enacted or as amended from time to time. All proposers must disclose with their proposal the name of any officer, director or agent who is also an employee of ECSD.
- M. **DISPUTES:** In the event of a conflict between the documents, the order of priority of the documents shall be as follows:  
Any agreement resulting from the award of this RFP (if applicable); then Addenda released for this RFP, with the latest Addendum taking precedence; then the RFP; then awardee's proposal. In case of any other doubt or difference of opinion, the decision of ECSD shall be final and binding on both parties.
- N. **ANTI-DISCRIMINATION:** The Vendor certifies that he or she is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. ECSD prohibits any policy or procedure, which results in discrimination on the basis of age, color, disability, gender, national origin, marital status, race, religion or sexual orientation.
- O. **LIABILITY, INSURANCE, LICENSES AND PERMITS:** Where proposers are required to enter or go onto ECSD property to deliver materials or perform work or services as a result of award, the proposer agrees to The Hold Harmless Agreement stated herein and will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The proposer

shall be liable for any damages or loss to the Board occasioned by negligence of the proposer (or agent) or any person the proposer has designated in the completion of the contract.

- P. **PUBLIC ENTITY CRIMES:** Section 287.133, Florida Statutes, as currently enacted or as amended from time to time, states that 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 a proposal 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 [currently \$35,000] for a period of 36 months from the date of being placed on the convicted vendor list.
- Q. **USE OF CONTRACT/OTHER CONTRACTS:** ECSD reserves the right to utilize any other ECSD contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other ECSD, other community college/state university system cooperative agreements, or to directly negotiate/purchase per ECSD policy and/or State Board Rule 6A-1.012, as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this RFP if it is in its best interest to do so. Additionally, ECSD will allow other city or county governmental agencies, other ECSD entities, and other community college/state university system cooperative agreements to piggyback onto an agreement resulting from this RFP.
- R. **SELLING, TRANSFERRING OR ASSIGNING CONTRACT:** No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without prior written approval of ECSD.
- S. **CANCELLATION:** In the event any of the provisions of this RFP are violated by the proposer, ECSD shall give written notice to the proposer stating the deficiencies and unless deficiencies are corrected within five days, recommendation will be made to The Board for immediate cancellation. ECSD reserves the right to terminate any contract resulting from this RFP at any time and for no reason, upon giving 30 days prior written notice to the other party.
- T. **INDEMNIFICATION:** Provision stated herein will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The proposer shall be liable for any damages or loss to ECSD occasioned by negligence of the proposer (or agent) or any person the proposer has designated in the completion of the contract.
- U. **CONTACT AFTER PROPOSER'S SUBMITTAL:** Any proposer or a lobbyist for a proposer is prohibited from having any communication concerning this RFP or any correspondence with any School Board Member, the Superintendent of Schools, or any other District employee after the submittal of their proposal and prior to the contract being awarded with the exception of communications with the office of the Director of Purchasing, unless so notified by the Purchasing Department. A proposal from any firm will be disqualified when the proposer or a lobbyist for the proposer violates this condition of the RFP.
- V. **GRATUITIES:** Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of ECSD; including any School Board Member, and/or Superintendent of Schools, for the purpose of influencing consideration of this proposal.
- W. **ACCEPTANCE AND REJECTION OF PROPOSALS:**  
**Acceptance:** All proposals properly completed and submitted will be considered by ECSD. However, ECSD reserves the right to request additional information, reject any or all proposals that do not meet all mandatory requirements, or reject all proposals received.

ECSD also reserves the right to waive irregularities in any proposal received if such action is in the best interest of ECSD. However, such a waiver shall in no way modify the RFP requirements or excuse the proposer from full compliance with the RFP specifications and other contract requirements if the proposer is awarded the contract.

**Rejection:** A proposal may be rejected if it does not conform to the rules or the requirements contained in this RFP. Examples for rejection include, but are not limited to, the following:

The proposal is time-stamped at the Purchasing Department after the deadline specified in the RFP.

Failure to execute and return the enclosed original **Request For Proposal (RFP) & Proposal Acknowledgement** form (Page 1 of RFP) as defined in Section IV, Paragraph B. Line 1.4.

Failure to respond to all subsections within the RFP.

Proof of collusion among proposers, in which case all suspected proposals involved in the alleged collusive action shall be rejected, and any participants to such collusion shall be barred from future procurement opportunities until reinstated.

The proposal shows non-compliance with applicable laws or contains any unauthorized additions or deletions, is a conditional proposal, is an incomplete proposal, or contains irregularities of any kind which make the proposal incomplete, indefinite, or ambiguous as to its meaning.

The proposer adds provisions reserving the right to accept or reject an award or to enter into a contract pursuant to an award or adds provisions contrary to those in the RFP.

- X. **INSURANCE REQUIREMENTS:** Proof of the following insurance will be furnished by any awardee to ECSD by Certificate of Insurance within 15 days of notification by ECSD. Such certificate shall contain a provision for notification to the ECSD 30 days in advance of any material change in coverage or cancellation. **ECSD shall be named as an additional insured under the Commercial General Liability policy.** The insurance information shall be submitted on an insurance carrier's Certificate of Insurance.

Commercial General Liability Insurance, including Contractual Liability to cover the "Hold Harmless Agreement" set forth in the Indemnification herein, with bodily injury limits of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

Professional Liability insurance with limits of not less than \$2,000,000 per occurrence.

Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this RFP, with bodily injury limits of liability of not less than \$1,000,000 per person; and \$1,000,000 per occurrence and property damage limits of not less than \$1,000,000.

Worker's Compensation in accordance with Florida Statutory limits and Employer's Liability Insurance.

Prior to the commencement of any work the awardee shall provide ECSD Purchasing Department with a Certificate of Insurance, which is evidence of the above coverage, and with ECSD named as an additional insured.

- Y. **CHANGE IN CONSIDERATION:** Notwithstanding any provision in the Contract to the contrary, the proposer may not affect any increase of consideration applicable to this Contract prior to one year after the effective date of the Contract. A written notice of any change in rates or other change in consideration, stating specifically the amount of change proposed must be delivered 90 days prior to the Contract's annual renewal date. Notice that a change in rates or consideration is proposed,

without stating clearly the exact amount and the reasons for the proposed change shall not constitute a valid notice. Any such notice shall be delivered by certified mail to:

John Dombroskie  
Director of Purchasing  
The School District of Escambia County  
75 North Pace Blvd.  
Pensacola, Florida 32505

Notice by a successful proposer(s) of intent to effect any change in consideration shall thereby entitle ECSD to cancel the Contract without penalty.

- Z. **CHANGES TO SPECIFICATIONS:** Changes in the specifications contained in this RFP will be made by Addenda. Any Addenda issued on this RFP will be posted on the Purchasing Department's web pages. PRIOR TO SUBMITTING THE PROPOSAL, it shall be the sole responsibility of each proposer to contact the Purchasing Department's Director, John Dombroskie, or visit the Purchasing Department's web pages ([http://old.escambia.k12.fl.us/adminoff/finance/purchasing/supplier\\_homepage.html](http://old.escambia.k12.fl.us/adminoff/finance/purchasing/supplier_homepage.html)) to determine if any Addenda was issued and, if so, to obtain such Addenda. It is anticipated that Addenda will be released on November 26, 2012; if the need arises there may be other such releases earlier. **NO ADDENDUMS SHALL BE RELEASED AFTER November 26, 2012.**
- AA. **SUBMISSION OF QUESTIONS:** Any questions concerning conditions and specifications shall be submitted by noon (CST) November 23, 2012 in writing to **John Dombroskie via Fax No.: 850-469-6271, Telephone No.: 850-469-6120, or e-mail: JDOMBROSKIE@ESCAMBIA.K12.FL.US**, who is authorized only to direct the attention of prospective proposers to various portions of the RFP so they may read and interpret such for themselves. Neither **John Dombroskie** nor any employee of the School District of Escambia County is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in the written RFP document. If questions are received which indicate a need for a change to specifications these changes will be made by Addenda as addressed above.
- BB. **Lunsford Act.** Any award hereunder would be subject to Florida's Jessica Lunsford Act. Firms will comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, by certifying that the firm and all of its employees who provide services under this contract have completed the background screening required by the referenced statutes and meet the standards established by the statutes. This certification will be provided to the ECSB in advance of the firm providing any services. The firm will bear the cost of acquiring the background screening required by Section 1012.32, F.S., and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to firm and its employees. The firm will follow the procedures for obtaining employee background screening as outlined by the Escambia County School District Division of Protection Services (<http://www.escambia.k12.fl.us/security/fingerprinting/index.asp>). Firm will provide the ECSB a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. Firm will update these lists in the event that any employee listed fails to meet the statutory standards or new employees who have completed the background check and meet standards are added. The parties agree that in the event that firm fails to perform any of the duties described in this paragraph, this will constitute a material breach of any contract entitling the ECSB to terminate immediately with no further responsibility to make payment or perform any other duties under the contract. Firm agrees to indemnify and hold harmless the ECSB, the School District, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from vendor's failure to comply with the requirements of this paragraph or Sections 1012.32 and 1012.465, Florida Statutes.
- CC. **Bid Documentation and Required Enclosure.** Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions: This form (located on

pages 18 and 19 of this document) must be signed and returned with the bid. FAILURE TO RETURN THIS FORM MAY RESULT IN YOUR PROPOSAL NOT BEING ACCEPTED.

**DD. FLORIDA PREFERENCE.** Pursuant to §287.084 Florida Statute, award recommendations shall make appropriate adjustments to pricing when considering solicitations from Proposers having a principal place of business outside the State of Florida. **All Proposers must complete and submit the “Bidder’s Statement of Principal Place of Business”,** in Attachment A on page 20 with the response to this solicitation. Failure to comply shall be considered non-responsive to the terms of this solicitation. Refer to: <http://www.leg.state.fl.us/Statutes/index.cfm> for additional information regarding this Statute.

#### **IV. RESPONSE**

**NOTE: One (1) complete, original proposal (clearly identified as the original proposal), five (5) additional copies and one (1) electronic version in Microsoft Word, including the Required Response Form: (Page 1 of RFP) shall be fully executed and returned on or before 12:00 P.M. CST on date due to the Purchasing Department in accordance with the submittal requirements. All proposals shall be submitted in sealed packaging with RFP number and the proposers’ firm name clearly marked on the exterior of package. It is the sole responsibility of the proposer to assure they have received the entire proposal and any and all Addenda. Proposal shall contain all information required to be included in the proposal as described herein.**

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#### **A. CALENDAR OF EVENTS**

Listed below are the important dates and times by which the actions noted must be completed. If the Office of Purchasing finds it necessary to change any of these dates or times, the change will be accomplished by addendum. All dates are subject to change.

#### **ACTION COMPLETION DATE**

Issue RFP- **November 16, 2012**  
Proposals Due- **November 29, 2012 @ 12:00PM CST\***  
Proposal Review- **November 30, 2012**  
Vendor Presentations **As Required**  
Selection of Vendor of Choice **November 30, 2012**  
School Board Approval **December 18, 2012**

\* Proposals will not be accepted after this time. Proposals shall be opened and the Proposer’s name will be publicly read aloud at this time and recorded. Proposals received pursuant to Requests for Proposals are exempt from the provisions of the Public Records Law until such time as an award decision is made or within thirty (30) days after the proposal opening, whichever is earlier.

## B. INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSALS

### 1. INFORMATION REQUIRED OF PROPOSER:

In order to insure a uniform review process and to obtain the maximum degree of comparability, it is required that proposals be organized in the manner specified.

#### 1.1 Title Page:

Show the name of proposer's agency/firm, address, telephone number, name of contact person, date, and the subject: **RFP 131401, AS NEEDED REAL ESTATE SERVICES.**

#### 1.2 Table of Contents:

Include a clear identification of the material by section and by page number.

#### 1.3 Letter of Transmittal:

Limit to one or two pages.

1.3.1 Briefly state the proposer's understanding of the work to be done and make a positive commitment to perform the work.

1.3.2 Give the names of the persons who will be authorized to make representations for the proposer, their titles, addresses and telephone numbers.

#### 1.4 Required Response Form:

(Page 1 of RFP) with all required information completed, and all signatures as specified. Any modifications or alterations to this form shall not be accepted and the proposal will be rejected. The enclosed original Required Response Form will be the only acceptable form.

#### 1.5 Company Profile (30 Points):

1.5.1 Name of business.

1.5.2 Mailing Address/Phone Number.

1.5.3 Names of persons to be contacted for information or services if different from name of person in charge.

1.5.4 Business hours of business.

1.5.5 State if business is local, national, or international and indicate the business legal status (corporation, partnership, etc.).

1.5.6 Give a brief history of the business to include the date business was organized and/or incorporated, and where.

1.5.7 Give the location of the office from which the work is to be done and the number of professional staff employees at the office. Describe the range of services offered through this office.

1.5.8 Indicate whether the business is a parent or subsidiary in a group of firms/ agencies.

1.5.9 State if the business is licensed, permitted and/or certified to do business in the State of Florida and attach copies of all such licenses issued to the business entity.

#### 1.6 Proposer's Qualifications and Understanding of Work (40 Points):

1.6.1 Give the general background and experience of the proposing firm.

1.6.2 Attach a summary showing the Proposer's organization and principal staff members who will be involved in the School Board's engagement. Provide resumes of such principal staff members.

1.6.3 How many members of the firm are state certified? State their names.

1.6.4 How many members of the firm are licensed brokers or broker/salespersons? State their names.

1.6.5 With whom would the School Board have primary contact? Describe the person's background, training, qualifications, experience and authority.

1.6.6 Describe the firm's background and experience relating to **commercial** real estate consulting.

- Provide a list of clients for whom consulting work has been performed.
- 1.6.7 Describe the firm's background and experience relating to broker services. Provide a client list as applicable.
  - 1.6.8 Describe previous courtroom testimony experience.
  - 1.6.9 Has the firm worked for other governmental entities? If so, which agencies and when was the firm engaged?
  - 1.6.10 Describe the firm's background and experience in representing a client in negotiations for the acquisition or disposition of property.
  - 1.6.11 Has the firm been involved in property management? If so, to what extent? Please give an example of previous experience.
  - 1.6.12 Briefly state the proposer's understanding of the work to be done and make a positive commitment to perform the work.
- 1.7 Assignment and Costs (30 Points):  
It is anticipated that work will be assigned generally through a phone bid method utilizing the lowest quote and fastest turn-around time. However, the School Board reserves the right to assign projects as desired based on the profile of the project.
- Court time and consulting time will be paid on a per hour basis. Indicate the cost per hour to be charged for each of the following and whether it will vary or increase over the term of the Agreement:
- 1.7.1 Consulting time per hour.
  - 1.7.2 Expert witness time per hour.
  - 1.7.3 Associate time per hour.
  - 1.7.4 Any additional anticipated categories and/or costs associated with the tasks (i.e., court preparation, secretarial time, etc.).
  - 1.7.5 If asked to represent School Board in negotiations for acquisition and/or disposition of property, how do you expect to be compensated?
  - 1.7.6 Property management fee.
  - 1.7.7 Commission rate or percentage of sale for property acquisitions or dispositions.
- 1.8 Standard Forms:  
Attachment "A" of this Request for Proposal includes several documents (Proposer's Certification, Drug Free Work Place, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions and Bidder's Statement of Principal Place of Business that must be submitted with your Proposal.

## V. EVALUATION OF PROPOSALS

An Evaluation Committee (hereinafter referred to as "the Committee" consisting of at least three (3) members will be established to review and evaluate all proposals submitted in response to this Request for Proposals (RFP). The Committee will meet after the opening date of the RFP and will review each of the three (3) areas: (1) Company Profile (30 Points), (2) Proposer's Qualifications and Understanding of Work. (40 Points) and (3) Cost of Services (30). Each Committee member will review and assign points to the areas, giving the best proposal the highest assigned points for each area evaluated. The total scores will be totaled and averaged, with the highest average score to be ranked number one. A presentation from the highest ranked firm(s) may be required, at the discretion of the committee as a tiebreaker or to further distinguish between top ranked firms with relatively close total scores. The Committee will contact the highest ranked firms to negotiate a final agreement. If an agreement cannot be agreed upon, the next highest ranked firm(s) will be notified and an agreement will be negotiated. This process will continue until an award can be recommended to the Board.

- A. The Board reserves the right to accept or reject any or all proposals.
- B. The Board reserves the right to waive any irregularities and technicalities and may, at its sole discretion, request a clarification or other information to evaluate any or all proposals.

- C. The Board reserves the right, prior to Board approval, to cancel the RFP or portions thereof, without penalty. The School Board further reserves the right to seek new proposals when such a procedure is reasonably in the best interest of the School Board to do so.
- D. The School Board may award an agreement based on responses to this Request for Proposal without discussions. Therefore, each response to this RFP should contain the proposer's best terms and conditions for consideration.
- E. Discussions may be conducted with responsible proposers who submit proposals determined to be reasonably acceptable of being selected for award for the purpose of clarification and to assure full understanding of, and responsiveness to, the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing proposers except as may be required by the Florida Public Records Law, Chapter 119, Florida Statutes.
- F. A copy of the Agreement (SUBJECT TO CHANGE) to be entered into with the successful proposer(s) is included with this RFP as Attachment "B". The successful proposer(s) shall, within fifteen (15) calendar days after Notice of Award is issued by the School Board enter into an agreement with the School Board on forms like those included within the Request For Proposal documents for the performance of work awarded them and shall simultaneously provide any required bonds, indemnities and insurance certificates. Failure to comply with the established deadline for submittal of required documents may be grounds for cancellation of the award.

# Attachment “A”

## PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposal, Instructions to Proposers, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Request for Proposal. I hereby propose to furnish the goods or services specified in the Request for Proposal at the prices or rates quoted in my proposal. I agree that my proposal will remain firm for a period of up to one hundred twenty (120) days in order to allow the School Board adequate time to evaluate the proposals.

I agree to abide by all conditions of this proposal and understand that a background investigation may be conducted prior to award.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the vendor/contractor as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the School District of Escambia County or of any other proposer interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS:

Sworn to and subscribed before me

BY:

this day of \_\_\_\_\_, 2012

SIGNATURE

NAME & TITLE, TYPED OR PRINTED

Signature of Notary  
Notary Public, State of

MAILING ADDRESS

Personally Known

-OR-

CITY, STATE, ZIP CODE Produced Identification

( ) Type:

TELEPHONE NUMBER:

## DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 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 employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug 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.

Vendor's Signature \_\_\_\_\_

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Certification Regarding Debarment, Suspension, Ineligibility and  
Voluntary Exclusion - Lower Tier Covered Transactions

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This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

NAME OF APPLICANT	AWARD NUMBER AND/OR PROJECT NAME
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

ED 80-00014, 9/90 (Replaces GCS-009 (REV. 12/88), which is obsolete)

**BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS**  
*(To be completed by each Bidder)*

Name of bidder: \_\_\_\_\_

Identify the state in which the bidder has its principal place of business: \_\_\_\_\_

Identify the political subdivision (outside of Florida) in which bidder has its principal place of business:  
\_\_\_\_\_

**Proceed as follows: IF your principal place of business above is located within the State of Florida, the Proposer may sign below and attach to your solicitation. No further action is required. IF your principal place of business is outside of the State of Florida, the following must be completed by an attorney and returned with your solicitation. Failure to comply shall be considered to be non-responsive to this solicitation.**

**OPINION OF OUT-OF-STATE BIDDER'S ATTORNEY ON BIDDING PREFERENCES**  
*(To be completed by the Attorney for an Out-of-State Bidder)*

**NOTICE:** Section 287.084(2), Fla. Stat., provides that "a vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state [or political subdivision thereof] to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts." See also: Section 287.084(1), Fla. Stat.

**LEGAL OPINION ABOUT STATE BIDDING PREFERENCES**  
*(Please Select One)*

\_\_\_\_\_ The bidder's principal place of business is in the State of \_\_\_\_\_ and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.

\_\_\_\_\_ The bidder's principal place of business is in the State of \_\_\_\_\_ and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that state: [Please describe applicable preference(s) and identify applicable state law(s)]:  
\_\_\_\_\_  
\_\_\_\_\_

**LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES**  
*(Please Select One)*

\_\_\_\_\_ The bidder's principal place of business is in the political subdivision of \_\_\_\_\_ and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision.

\_\_\_\_\_ The bidder's principal place of business is in the political subdivision of \_\_\_\_\_ and the laws of that political subdivision **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: [Please describe applicable preference(s) and identify applicable authority granting the preference(s)]:  
\_\_\_\_\_  
\_\_\_\_\_

Signature of out-of-state bidder's attorney: \_\_\_\_\_

Printed name of out-of-state bidder's attorney: \_\_\_\_\_

Address of out-of-state bidder's attorney: \_\_\_\_\_  
\_\_\_\_\_

Telephone Number of out-of-state bidder's attorney: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Email address of out-of-state bidder's attorney: \_\_\_\_\_

Attorney's states of bar admission: \_\_\_\_\_

Proposer's Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_

# Attachment “**B**”

## **THE AGREEMENT**

**ANNUAL AGREEMENT FOR ANNUAL, AS NEEDED REAL ESTATE SERVICES FOR THE SCHOOL BOARD OF ESCAMBIA COUNTY**, made this day of December 18, 2012, by and between the School Board of Escambia County, Florida, hereinafter referred to as the "School Board" and, hereinafter referred to as the "Contractor", for the term specified herein, with the School Board having the option of extending this Agreement for another period of time, upon a mutual agreement of the parties, agree as follows:

### **WITNESSETH:**

#### **I. SCOPE**

The Contractor is to perform the Work as defined in the Request for Proposal (RFP #131401) and amendments, if any, the Request for Proposal and any amendments thereto, and the Contractor's proposal being attached hereto as Exhibit "A", incorporated by reference herein and made a part thereof as fully as if herein set forth.

In the event of a conflict between the documents, the order of priority of the documents shall be as follows:

This Agreement; then Addenda released for RFP #131401, with the latest Addendum taking precedence; then the RFP; then awardee's proposal. In case of any other doubt or difference of opinion, the decision of ECSD shall be final and binding on both parties.

Unless otherwise specified herein, the Contractor is to furnish all materials, tools, equipment, manpower, and consumables to complete the Work.

#### **II. TERM OF AGREEMENT**

The period of this Agreement shall be for twelve (12) months, beginning on January 1, 2013, and ending on December 31, 2013. This Agreement may, by mutual written consent of the parties, be extended for two (2) additional twelve (12) month periods or portions thereof, up to a cumulative total of thirty-six (36) months.

#### **III. COMPENSATION**

The Contractor agrees to provide the services and materials as specified in its proposal to the School Board at the cost specified in said proposal and amendments, if any, the proposal and any amendments thereto being attached hereto as Exhibit "B", incorporated by reference herein and made a part hereof as fully as if herein set forth.

The amount as specified in Exhibit "B", may be increased or decreased by the School Board under the Extra Work provision of this Agreement, through the issuance of an Addendum, if applicable. Any prices specified in this Agreement or Addendum thereto, will remain firm for the term of this Agreement or Addendum.

#### **IV. PAYMENT**

All invoices received by the School District are payable within thirty (30) days from receipt, provided they have first been approved by the using department, and such department has accepted

the Work. The School District reserves the right, with justification, to partially pay any invoice submitted by the Contractor when requested to do so by the using department. All invoices shall be directed to the Accounts Payable, Finance Department, School District of Escambia County, 75 North Pace Blvd., Pensacola, Florida, 32505.

**NOTE: ALL INVOICES MUST CLEARLY INDICATE THE SCHOOL DISTRICT PURCHASE ORDER NUMBER AS STATED HEREIN.**

## **V. GENERAL CONDITIONS**

### **A. Patents**

The Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product or device in performance of the Work, which is the subject of patent rights or copyrights. Contractor shall, at its own expense, hold harmless and defend the School Board against any claim, suit or proceeding brought against the School Board which is based upon a claim, whether rightful or otherwise, that the Work, or any part thereof, furnished under this Agreement, constitutes an infringement of any patent or copyright of the United States. The Contractor shall pay all damages and costs awarded against the School Board.

### **B. Indemnity**

The Contractor hereby agrees to indemnify and save harmless the School District, its officers, agents, and employees, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including attorney's fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the performance of this Agreement whether by act or omission of the Contractor, its agents, servants, employees or others, or because of or due to the mere existence of this Agreement between the parties.

### **C. Termination for Default**

1. The performance of Work under this Agreement may be terminated by the School Board, in whole or in part, in writing, whenever the School Board shall determine that the Contractor has failed to meet the performance requirements of this Agreement.

2. The School Board has a right to terminate for default if the Contractor fails to make delivery of the supplies or perform the Work, or if the Contractor fails to perform the Work within the time specified in the Agreement, or if the Contractor fails to perform any other provisions of the Agreement.

### **D. Termination for Convenience**

The School Board may terminate this Agreement at its convenience with advance written notice to the Contractor. In the event of such a termination by the School Board, the School Board shall be liable for the payment of all Work properly performed prior to the effective date of termination.

### **E. Time of Completion**

The parties understand and agree that time is of the essence in the performance of this Agreement. The Contractor or School Board, respectively, shall not be liable for any loss or damage, resulting from any delay or failure to perform its contractual obligations within the time specified, due to acts of God, actions or regulations by any governmental entity or representative, strikes or other labor trouble, fire, or any other causes, contingencies or circumstances not subject to the Contractor's or School Board's control, respectively, whether of a similar or dissimilar nature, which prevent or hinder the performance of the Contractor's or School Board's contractual obligations, respectively.

Any such causes of delay, even though existing on the date of the Agreement or on the date of the start of Work, shall extend the time of the Contractor's or School Board's performance respectively, by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules. However, under such circumstances as described herein, the Director of Purchasing may at his discretion, cancel this Agreement for the convenience of the School Board.

**G. Liquidated Damages**

Parties agree that damages are difficult to determine but that these liquidated damages are agreed to be a reasonable cost for any delays: If the Contractor shall neglect, fail or refuse to complete the Work within the time specified, or any proper extension thereof granted by the School Board, then the Contractor does hereby agree, as part consideration for awarding of the Agreement, to pay the School Board the sum of Two Hundred Fifty Dollars (\$250.00), for each and every calendar day that the Contractor shall be in default after the time stipulated in the Agreement for completing the Work, not as a penalty but as liquidated damages for breach of contract as herein set forth. The School Board and Contractor agree that the damages that will be incurred by the School Board as a result of Contractor's delay in meeting a completion date are of a kind difficult to accurately estimate, and the credit herein provided is not a penalty but a reasonable forecast of the damages that will actually be incurred by the School Board in the event of any such delay.

**H. Insurance Requirements:**

**OVERVIEW**

In order to assure proper protection of the Public and The School District of Escambia County as an entity, The School Board requires adequate insurance protections in a form and with responsible Carriers that are acceptable to the School Board. Further, we require the successful proposer(s) to indemnify the School Board against claims arising from the vendor's performance of services or duties for the School Board. In isolated cases, minor clarifications can be made to these requirements at the discretion of the School Board in order to properly balance the exposure to the School Board and the insurance requirements for a vendor.

**WORKERS' COMPENSATION (WC)**

Full and complete compliance with FS 440 is required. This may be achieved by securing satisfactory WC Insurance and naming the School District as an additional insured or by proving satisfactory compliance with the WC exemption provisions of the Statute. In the latter case, an Affidavit provided by the School District supporting the Independent Contractor relationship is required in addition to an indemnity/hold harmless agreement.

**AUTO LIABILITY**

Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this Agreement, with bodily injury limits of liability of not less than \$1,000,000 per person; and \$1,000,000 per occurrence and property damage limits of not less than \$1,000,000.

**GENERAL LIABILITY**

Commercial General Liability Insurance, including Contractual Liability to cover the "Hold Harmless Agreement" set forth in the Indemnification herein, with bodily injury limits of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

**PROFESSIONAL LIABILITY / ERRORS & OMISSIONS (E&O)**

A Professional Liability / E&O Policy with minimum limits of not less than \$2,000,000 per occurrence on a Form and with a Carrier acceptable to the School Board. The School Board must be a Certificate Holder.

**I. Acceptance**

The School Board will be deemed to have accepted the Work after the Director of Purchasing is notified by the using School District department of its satisfaction that the work for their respective department is completed.

**J. Correction of Work**

The Contractor shall promptly correct all Work rejected by the School Board as failing to conform to this Agreement. The Contractor shall bear all costs of correcting such rejected Work.

**K. Right to Audit Records**

The School Board shall be entitled to audit the books and records of the Contractor or any sub-contractor to the extent that such books and records relate to the performance of this Agreement or any sub-contract to this Agreement. Such books and records shall be maintained by the Contractor for a period of five (5) years from the date of final payment under this Agreement and by the sub-contractor for a period of five (5) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

**L. Time is of the Essence**

The parties agree that time is of the essence in the completion of the Work called for under this Agreement. The Contractor agrees that all Work shall be prosecuted regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified.

**M. Information**

All information and data furnished to or developed for the School Board by the Contractor or its employees, pursuant to this Agreement, excluding previously Copy written materials, shall be the sole property of the School Board and all rights therein are reserved by the School Board, except that the Contractor may disclose any such information to its corporate affiliates and their agents.

**N. Extra Work**

The School Board, without invalidating this Agreement, may order changes in the Work within the general scope of this Agreement consisting of additions, deletions, or other revisions, the Agreement price and time being adjusted accordingly. All such changes in the Work shall be authorized by written Addendum to this Agreement, and shall be executed under the applicable conditions of the Agreement. If the Contractor plans to make a claim for an increase in the Agreement price or an extension in the Agreement Schedule/Term, he shall first give the School Board written notice thereof; such notice shall be given within ten (10) calendar days after the occurrence of the event giving rise to such a claim. This written notice shall be given by the Contractor to the School Board, and a written approval secured from the Director of Purchasing, before proceeding to execute the Work. No claim for extra work will be considered valid by the School Board unless first submitted in writing.

**O. Familiarity With The Work**

The Contractor by executing this Agreement acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The School Board will not be responsible for any alleged misunderstanding of the Work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Agreement by the Contractor serves as his stated commitment to fulfill all the conditions referred to in this Agreement.

**VI. MISCELLANEOUS PROVISIONS**

A. The Contractor shall not employ subcontractors without the advance written permission of the Director of Purchasing.

B. Assignment of this Agreement shall not be made without the advance written consent of the Director of Purchasing.

C. The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of Work under this Agreement.

D. No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the School Board.

E. The Contractor is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Work under this Agreement.

F. All disputes between the parties shall be resolved in accordance with School Board Rule.

G. This Agreement is considered a non-exclusive Agreement between the parties.

H. This Agreement is deemed to be under and shall be governed by, and construed according to, the laws of the State of Florida.

I. Any litigation arising out of this Agreement shall be had in the Courts of Escambia County, Florida.

J. The undersigned hereby certify that this Agreement is made without prior understanding, agreement or connection with any corporation, firm or person who submitted bids for the Work covered by this Agreement and is in all respects fair and without collusion or fraud. As to Contractor, the undersigned hereby warrants and certifies that he/she is authorized to enter into this Agreement and to execute same on behalf of the Contractor as the act of the said Contractor.

K. This Agreement, including Exhibits "A" and "B", contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals on the date first written above.

**SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA**

\_\_\_\_\_  
By: School Board Chairman

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

ATTEST:

\_\_\_\_\_  
Mr. Malcolm Thomas, Superintendent

**CONTRACTOR**

By:\_\_\_\_\_

Name of Company, Corp., etc.  
Mailing Address  
State and Zip  
Area Code/Telephone Number

APPROVED AS TO FORM AND LEGALITY for the use and reliance of the School Board of Escambia County, Florida, only.

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

\_\_\_\_\_  
Ms. Donna Waters  
School Board Attorney  
School Board of Escambia County Florida

The foregoing instrument was acknowledged before me this day of \_\_\_\_\_, by and, as the and respectively, and on behalf of \_\_\_\_\_. He/she/they (is) (are) personally known to me or (has) (have) produced (Type of Identification\*) as identification and (did) (did not) take an oath.

WITNESS my hand and official seal this day of \_\_\_\_\_

(SEAL) Signature of Person Taking Acknowledgment  
Typed, Printed or Stamped Name of Person  
Taking Acknowledgment  
My Commission Expires:  
Title/Rank of Person Taking Acknowledgment

\*Acceptable Form of ID pursuant to Florida Statute 117.05 (provided it is current or has been issued within the past 5 years and bears a serial or other identifying number):

- a driver's license or non-driver's ID card issued by Florida or any other U.S. state or U.S. territory;
- a U.S. passport or a foreign passport stamped by the U.S. Immigration and Naturalization Service;
- a U.S. military ID card;
- a Canadian or Mexican driver's license issued by an official agency;
- for an inmate in custody, an ID card issued by the Florida Department of Corrections;
- an ID card issued by the U.S. Immigration and Naturalization Service