



**REQUEST FOR PROPOSALS
FOR
COMPREHENSIVE WATER, WASTEWATER,
RECLAIMED WATER AND SANITATION RATE
STUDY**

RFP #2022-29

**PROPOSALS DUE
THURSDAY, SEPTEMBER 27, 2022 AT 2:00 P.M.,
CENTRAL TIME**

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REQUEST FOR PROPOSALS

PROPOSAL NUMBER: RFP 2022-29

The Emerald Coast Utilities Authority (ECUA) invites your firm to submit a proposal on items as listed in this proposal request. It is the intent of the Emerald Coast Utilities Authority to receive proposals that will be publicly opened on **Tuesday, September 27, 2022 at 2:00 p.m. local time** for the following:

COMPREHENSIVE WATER, WASTEWATER, RECLAIMED WATER AND SANITATION RATE STUDY

Sealed proposals will be received until **Tuesday, September 27, 2022, 2:00 p.m., local time** by the Purchasing and Stores Manager, Emerald Coast Utilities Authority, 9255 Sturdevant Street, Ellyson Industrial Park, Pensacola, Florida 32514. Proposals will be publicly opened on the date and time specified herein. The public opening will acknowledge receipt of the proposals only; details concerning pricing or the offering will not be announced. The Emerald Coast Utilities Authority reserves the right to waive informalities in any proposal; reject any or all proposals, in whole or in part; re-advertise a project, in whole or in part; and to accept a proposal that in its judgement 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 all 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.

**Emerald Coast Utilities Authority
Purchasing and Stores Division
9255 Sturdevant Street
Pensacola, Florida 32514-7038
850-969-6531
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 2022-29, Comprehensive Water, Wastewater, Reclaimed Water and Sanitation Rate Study, 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 to the Purchasing and Stores Division (850-969-3384), Attention: Paul R. Nobles or emailed to paul.nobles@ecua.fl.gov.

INSTRUCTIONS TO PROPOSERS

All these terms and conditions are a part of this proposal request.

1. PROPOSAL SCHEDULE

Proposals are presently scheduled to be **publicly opened at 2:00 p.m., September 27, 2022**, in the ECUA Purchasing Office, 2nd floor, Emergency Operations Support Addition, 9255 Sturdevant Street, Ellyson Industrial Park. ECUA staff will review all proposals and forward their recommendations to the **ECUA Citizens' Advisory Committee scheduled to meet at 3:00 p.m., November 8, 2022**, in the ECUA Board Room, Administration Building 9255 Sturdevant Street, Ellyson Industrial Park. The ECUA Citizens' Advisory Committee recommendation will be presented to the **ECUA Board at their meeting scheduled for 3:00 p.m., November 15, 2022**, in the ECUA Board Room, Administration Building, 9255 Sturdevant Street, Ellyson Industrial Park.

2. PROPOSAL SUBMISSION

In a sealed envelope (or other packaging), provide **one (1) original (so identified), three (3) paper copies, and one (1) electronic copy (USB flash drive)**. All proposals to be considered must be in the possession of the Emerald Coast Utilities Authority Purchasing and Stores Division. Proposals may be mailed or delivered to the Purchasing and Stores Division at 9255 Sturdevant Street, Ellyson Industrial Park, Pensacola, Florida, 32514, in a sealed envelope clearly marked with the solicitation title, the firms name and time and date of the opening. Regardless of the method of delivery, each proposer shall be responsible for his/her proposal(s) being delivered on time, as the Emerald Coast Utilities Authority assumes no responsibility for same. Proposals offered or received after the time set for the RFP opening will be rejected and returned unopened to the proposer. Proposals become public record once opened.

3. SUBSTITUTION OF PERSONNEL

It is the intention of ECUA that the Contractor's personnel proposed for the contract will be available for the contract term. In the event the Contractor requests to substitute personnel, it is expected that such personnel shall have equal or higher knowledge, skills, abilities, and qualifications (KSA's). ECUA reserves the right to request resumes and approve the use of such personnel.

4. 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.

5. PROPOSAL WITHDRAWAL

No proposal may be withdrawn for a period of ninety (90) days from the opening of the proposals. Prices may not be modified during this period. Proposals may be withdrawn at any time prior to the RFP opening time.

6. PROPOSAL AUTHORIZATION

All proposals must be submitted as outlined in Section 3.0 (Proposal Response Requirements) under the Scope of Services for Comprehensive Water, Wastewater, Reclaimed Water and Sanitation Rate Study. Equal Opportunity Clause, Certification of Non-Segregated Facilities, Drug-Free Workplace Form, E-Verify Statement of Compliance and Proposal Forms Package, all must be signed by an authorized representative of the company submitting the proposal and included in the proposal.

7. PROPOSAL 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.

8. AWARD OF CONTRACT

ECUA reserves the right to establish priorities and to award the contract to a single proposer based upon the total proposal or to multiple proposers based upon the items individually proposed.

9. 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.

10. TERMS

Minimum terms will be net 30 (30 days after receipt of material/service) unless a discount is

involved. Terms offering a discount for prompt payment will only be considered in determining the low proposal if the discount period is 15 days or greater (15 days after receipt of material/service or invoice, whichever is greater).

11. RFP LIST OF PROPOSERS

RFP List of Proposers will be posted for review by interested parties in the Purchasing and Stores Division, 9255 Sturdevant Street, Ellyson Industrial Park on or about **September 27, 2022**, and will remain posted for 72 hours excluding weekends and holidays. The RFP List of Proposers will also be posted to both the ECUA website, www.ecua.fl.gov/business/bid-opportunities and BidNet direct at www.bidnetdirect.com/Florida/emeraldcoastutilitiesauthority.

12. RFP QUESTIONS

All questions concerning the specifications or proposal submission procedures can be emailed to the Purchasing and Stores Division Sole Point of Contact (POC) (as listed below) **by September 6, 2022, noon, local time** for consideration. Answers will be provided in the form of an addendum. Only questions answered by addenda will be binding. Oral and other interpretations or classifications will be without legal effect. All addenda issued must be acknowledged by signature and returned in proposal package to meet bid requirements.

Emerald Coast Utilities Authority
Attn: Paul R. Nobles, Senior Purchasing Agent
Email: paul.nobles@ecua.fl.gov

13. 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 exceptions from the RFP specifications should be detailed and identified as part of the Proposal Forms Package.

14. 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.

15. 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.

16. CONTRACTUAL AGREEMENT

This Request for Proposal shall be included and incorporated in the final contract or purchase order. The order of contract precedence will be the contract (purchase order), RFP document and response. Any and all legal action necessary to enforce the contract will be held in Escambia County, Florida and the contract will be interpreted according to the laws of Florida.

17. PROTESTS

Any person whose substantial interests are directly and adversely affected by the award or intended award of a purchase order or contract or by plans or specifications contained in an Invitation to Bid or Request for Proposals may file a protest in accordance with the following rules and Section 12 of the ECUA Act (Chapter 2001-324, Laws of Florida as amended).

Notice of protest of plans, specifications or other requirements contained in an Invitation to Bid or in a Request for Proposals shall be filed not later than 5:00 p.m. of the third business day following receipt of the plans or specifications. Notice of protest of the rejection of a bid or proposal as non-responsive shall be filed not later than 5:00 p.m. of the third business day following notice to the bidder of the rejection. Notice of protest of the award or intended award of a purchase order or contract to the lowest bidder shown on a posted Notice of Intent to Award shall be filed not later than 5:00 p.m. of the third business day following the posting of the Notice of Intent to Award. 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 Notice of Intent to Award 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 ten (10) business days after the filing of notice of protest. A formal written protest shall state with particularity the facts and the law on which the protest is based.

Notice of protest and formal written protest of plans or specifications for or the award or intended award of a contract shall be filed with the Executive Director or his or her designee.

Failure to file a notice of protest or failure to file a formal written protest within the times permitted shall constitute a waiver of proceedings under these rules and under Section 12 of Chapter 2001-324, Laws of Florida, as amended.

Upon receipt of a notice of protest which has been timely filed, the Executive Director shall stop the bid solicitation or purchase order or contract award process until the protest has been resolved. However, the bid solicitation or purchase order or contract award process may proceed when the Executive Director determines that delay would be detrimental to the interests of ECUA. Any award of a purchase order or contract under such conditions shall be subject to the outcome of the protest. After the award of a contract or purchase order resulting from a bid in which a timely protest was received and in which ECUA did not prevail, ECUA may take such

action as it considers appropriate, which may include, but shall not be limited to, award of the contract or purchase order to the prevailing party, cancellation of the contract or purchase order, or rebidding.

The Executive Director shall provide reasonable opportunity to resolve a protest by agreement. If agreement is not reached within such time as the Executive Director or his or her designee considers reasonable under the circumstances, the Executive Director or his or her designee shall review the facts and the law on which the protest is based, and shall render a decision which shall be in writing and shall be promptly transmitted to the protestor.

If the protestor wishes to continue the protest beyond the decision of the Executive Director or his or her designee, the protestor shall be required to file a petition for review by the ECUA Board. This petition shall be made in writing and presented to the Executive Director within ten (10) days after notice of the decision of the Executive Director or his or her designee; otherwise, the decision of the Executive Director or his or her designee shall be final and binding. Such petition shall state the particular grounds on which it is based and may include pertinent documents and evidence relating thereto. Any grounds not stated shall be deemed to have been waived by the protestor. This petition must also be accompanied by a protest bond of an amount equal to 1.0 percent (1%) of the value of the solicitation, but in no case less than \$1,000 nor greater than \$10,000.00. This bond shall be in the form of a money order, certified cashier's check, or certified bank check made payable to the Emerald Coast Utilities Authority. Failure to post such bond within ten (10) business days after the decision of the Executive Director or his or her designee shall result in the protest being dismissed by the Executive Director.

The bond required by the above paragraph shall be conditioned upon the payment of all costs and charges which may be adjudged against the person filing the petition for review. If the protestor prevails, the bond shall be returned to the protestor. If however, ECUA prevails, the bond shall be forfeited, and ECUA shall be entitled to recover the costs and charges, excluding attorney's fees, of such hearing. The entire amount of the bond also shall be forfeited if it is determined that a protest was filed for a frivolous or improper purpose, including, but not limited to, the purpose of harassing, causing unnecessary delay, or causing needless cost for ECUA or another interested party/parties.

Any notice required or permitted under this bid protest procedure shall be effective when delivered personally or by facsimile, or when deposited in the U.S. mail. If notice is given only by mail, three (3) days shall be added to the time within which a protestor may file a notice of protest or petition for review.

18. CONTRACTS EXCEEDING ONE (1) YEAR

When applicable, a contract may be renewed contingent upon cost factors, mutual agreement, satisfactory performance evaluations, availability of funds and ECUA Board approval. ECUA's performance and obligation to pay for the purchase of services or tangible personal property of a period in excess of one (1) fiscal year under any contractual relationship is contingent upon an annual budget approval by the ECUA Board.

19. CONTRACTOR NOT AGENT

Except as ECUA may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of ECUA in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this agreement to bind ECUA to any obligation whatsoever.

20. ASSIGNMENT PROHIBITED

Contractor may not assign any right or obligation pursuant to this agreement. In the event that ECUA, in its sole discretion, at any time during the term of this agreement, desires the removal of any person or persons assigned by Contractor to perform services pursuant to this agreement, Contractor shall remove any such person immediately upon receiving written notice from ECUA of its desire for removal of such person or persons.

21. CONDUCT OF PARTICIPANTS

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

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

22. BLACKOUT PERIOD

Blackout period means the period between the time the bids/proposals for Invitation to Bid or the Request for Proposal, or qualifications, or information, or Requests for Letters of Interest, or the Invitation to Negotiate, as applicable, are advertised and the time the ECUA Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise cancelled. Conduct inconsistent with this section may be grounds for disqualifying the offending proposer from consideration or any future proposal.

23. PROPOSAL INFORMALITIES

ECUA reserves the right to waive informalities in any proposal; reject any or all proposals, in whole or in part; resolicit a project, in whole or in part; and to accept a proposal that in its judgement is the most favorable from a responsible proposer. ECUA reserves the right to award this contract based upon what ECUA believes to be in the best interests of its ratepayers, in the

reasonable exercise of its discretion and not solely based upon price. 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 is proposed. ECUA may award a contract to a primary and a secondary Contractor. In that case, ECUA will assign work to the primary Contractor unless it is determined by ECUA that circumstances dictate that work be assigned to the secondary Contractor. The two (2) Contractors may be utilized in coordination, if necessary.

24. NON-DISCRIMINATION POLICIES

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

25. OTHER PROVISIONS

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT ECUA'S CUSTODIAN OF PUBLIC RECORDS AT 850-969-3302, BY EMAIL AT AMANDA.MILLER@ECUA.FL.GOV, OR BY MAIL AT 9255 STURDEVANT STREET, PENSACOLA, FLORIDA 32514.

26. 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.

27. AUTHORIZED OFFER

The person submitting the proposal should indicate the extent of authorization by him or her to make a valid offer in the proposal summary 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. An electronic signature using an industry acceptable software such as DocuSign, Adobe Signature or similar is acceptable.

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

28. 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 List of Proposers will be posted for review by interested parties on the ECUA Website,

www.ecua.fl.gov on or about **SEPTEMBER 27, 2022**. It will also be posted for review in the Purchasing Section at ECUA, 9255 Sturdevant Street, (Ellyson Industrial Park) on or about **SEPTEMBER 27, 2022**, and will remain posted for seventy-two (72) hours, excluding weekends and holidays.

29. E-VERIFY COMPLIANCE

Contractor hereby certifies compliance with the following: pursuant to § 448.095(2) Florida Statutes (2020), Contractor shall register with and use the E-Verify system operated by the United States Department of Homeland Security to verify the work authorization status of all new employees hired by Contractor while performing work or providing services for ECUA. Contractor shall also include in any related subcontracts a requirement that subcontractors performing work or providing services for ECUA on its behalf register with and use the E-Verify system to verify the work authorization status of all new employees hired by the subcontractor while performing work or providing services for ECUA. Additionally, Contractor shall include in any related subcontracts a requirement that subcontractors performing work or providing services for ECUA on its behalf provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with any unauthorized alien as defined in 8 U.S.C. § 1324a(h)(3). Contractor shall maintain a copy of such affidavit for the duration of its contract with ECUA.

**SCOPE OF SERVICES
FOR
COMPREHENSIVE WATER, WASTEWATER, RECLAIMED WATER AND
SANITATION RATE STUDY**

SECTION 1.0 GENERAL INFORMATION

1.01 INTENT AND PURPOSE

The ECUA, a public utility, hereby solicits proposals to obtain proposals to enter into a service contract(s) to provide Comprehensive Water, Wastewater, Reclaimed Water and Sanitation Rate Study.

1.02 BACKGROUND

The Emerald Coast Utilities Authority (ECUA) was originally created under the name Escambia County Utilities Authority in 1981 by an Act of the Florida Legislature to own, manage, finance, promote, improve and expand the water and wastewater systems of Escambia County and the City of Pensacola. In 1992, ECUA began offering sanitation collection services in the unincorporated portion of Escambia County. In 2009, ECUA added residential recycling collection to its sanitation service and in 2016 began operating its own regional Materials Recycling Facility (MRF). ECUA officially changed its name to Emerald Coast Utilities Authority on June 29, 2004.

ECUA has three major utilities requiring the services of a rate study consultant; representing three enterprise fund operations – Water, Sewer, and Sanitation/Recycling.

Water and Sewer:

The ECUA has approximately 99,000 water customers, 78,000 sewer customers, and three commercial reclaimed water customers. In 2021, ECUA sourced water from 27 active wells distributed throughout its service area that pump water from the Sand-and-Gravel Aquifer. The water system also includes seven ground-level storage tanks and six elevated tanks that together have 17 million gallons of storage capacity. The sewer system consists of three water reclamation plants with a total treatment capacity of 33 million gallons per day (mgd), three regional pumping stations, and approximately 400 lift stations. ECUA maintains 1,721 miles of water mains, 963 miles of gravity sewer mains, 358 miles of sewer force mains, and 9.5 miles of reclaimed water mains with average daily flows of 31 mgd for water, 22 mgd for sewer and 18 mgd for reclaimed water. The ECUA's most recent financial report is available on ECUA's website here: <https://assets.ecua.fl.gov/2021-Annual-Comprehensive-Financial-Report.pdf?mtime=20220225143954>

Sanitation and Recycling Services:

ECUA provides solid waste, recycling, and yard trash collection to residential customers within the unincorporated area of Escambia County. In addition, ECUA operates and manages its own Materials Recycling Facility (MRF), which provides recycling processing services on a regional level across several neighboring counties. In FY2021, the Sanitation

Department had 84,155 residential customers who generated an average of 1.47 tons of waste. Approximately 63,032 or 75% of ECUA Sanitation customers participated in the residential curbside recycling program. The ECUA Materials Recycling Facility (MRF) processed 9,845 tons of recyclables generated by these customers. In FY2021, the MRF processed 31,245 tons of recyclables received from all its regional customers. The Department also serves about 2,000 commercial establishments throughout the area.

SECTION 2.0 SCOPE OF SERVICES

The successful proposer shall conduct a comprehensive water, wastewater, reclaimed water and sanitation rate study. The successful proposer shall conduct a detailed utility rate study providing justifiable and equitable methodologies for appropriate user fees that are adequate to fully fund the expenses associated with utility system operations (including General Fund Administration), renewal, replacement, and capital improvements covering a period of five (5) fiscal years beginning on October 1, 2023.

2.01 PRIMARY SERVICES

The primary services required shall include, but not be limited to the following:

1. Evaluation of the existing utility revenues, rates, and charges, in effect, including bonds and loan commitments;
2. Evaluation of existing rates for water, wastewater and sanitation and propose a rate for reclaimed water.
3. Complete billing analysis of recent years' utility billings to facilitate the development of proposed rates, charges, and provide for the long term financial viability of the utility as a whole;
4. Analyze the impact of future population growth on the utility system to determine applicable utility rates;
5. Assistance with the development of a financial plan to adequately fund the capital projects set forth in ECUA's five (5) year capital improvement plans; and
6. Preparation and validation of a utility rate and financial planning model which supports the findings and recommendations of the study and allows for the evaluation/forecasting of various alternative financial scenarios for funding of operating and capital expenditure costs to assist in the financial decision making processes and possibility of debt issuance to accommodate implementation of an automated metering infrastructure system.
7. Evaluation and recommendations on overhead allocations for the shared services.
8. Review and project revenue from miscellaneous sources such as interest earned on investment of funds held for future use, connection fees, penalties for delinquencies, and other sources.
9. Develop a projected cash flow pro forma for the five-year study period, showing the estimated application of wastewater service revenue under existing rates, miscellaneous revenue, bond issue proceeds, and other available funds for major capital improvements financing, estimated to meet the revenue requirements of the system. The estimated annual revenue requirements include such cost items as operation and maintenance expense, routine annual capital additions and replacements, debt service, transfers or other special fund requirements of existing and proposed bond issues and other known costs

associated with the operation of the wastewater utility facilities for the study period.

2.02 RECOMMENDED SCHEDULE OF RATES

1. The successful proposer shall design a recommended schedule of rates and charges adjustments for the following fiscal years: 2023/2024 through 2027/2028 that are equitable, fair, defensible and provide for smooth implementation.
2. Adjustments shall be by meter size and exiting customer classifications (residential, commercial, wholesale, inside, outside, etc.) as set forth in ECUA's existing schedules of utility rates and charges.
3. For reclaimed water, recommendation should consider flat rates, rates for customer class and/or size.
4. Detailed comparisons of the existing and proposed rates and charges will be required to illustrate the effects of rate adjustments on existing customers.
5. Rate designs shall include costs associated with meeting current and anticipated Florida Department of Protection Rule Making.
6. Evaluate the need for revenue enhancements.
7. Assist ECUA as required to update existing rate ordinances with those adjustments as may be approved by the ECUA Board.
8. The successful proposer should plan to attend at least one (1) ECUA Board meeting to present, explain and justify the report, to assist in the presentation of the findings and recommendations of the study; and attend at least one (1) subsequent public meetings to adopt any approved recommendations.

Within fifteen (15) days of receipt of the Notice to Proceed and or issuance of a purchase order, the successful proposer shall meet with ECUA's designated representative(s) for a start-up meeting and will provide a preliminary project schedule and listing of those materials, data, and other items needed from the ECUA for the successful proposer to prepare and complete the rate study.

2.03 KEY ASSUMPTIONS

Specifically, the successful proposer shall provide a formal listing of key assumptions (or policies) to be applied to the utility rate study. The assumptions shall be reviewed, modified (if necessary) and applied upon receipt of the ECUA's concurrence.

2.04 OPERATIONAL OPPORTUNITIES

Specifically, the successful proposer shall perform the following:

1. Compare and contrast the ECUA's operational revenue/costs with other municipal/county operations (preferably Florida) of comparative size and treatment levels/processes to identify areas for potential improvement.
2. The successful proposer shall review and compare the prevailing rates and charges of neighboring and/or similar utilities, review operating costs in relation to revenue for unusual trends.

3. Prepare an itemized list, with associated dollars so identified, of opportunities for revenue enhancement.

2.05 REPORTING

The successful proposer shall present the findings in the rate study final report in a clear and concise manner. Revenue enhancement opportunities shall be thoroughly described including the means and methods for their capture. The report should include detailed recommendations for changes, if any, to current practices and/or procedures to improve water, wastewater, and reclaimed water financial self-sufficiency. The successful proposer shall provide a project schedule for timely and coordinated execution of all essential aspects of the report for completion no later than ten (10) days after the start-up meeting. The ECUA desires project completion to be attained no later than six (6) months upon issuance of a purchase order.

2.06 INFORMATION PROVIDED BY ECUA

ECUA has provided financial reports via a website <https://ecua.fl.gov/reports>. Appropriate staff will be made available for interviews and to gather data the successful proposer determines is essential in creating the mathematical rate calculating model and final written report.

2.07 RATE STUDY DELIVERABLES

1. The successful proposer shall provide **three (3) bound copies and one (1) electronic copy (USB flash drive)** of a draft report for ECUA's staff's review. The successful proposer will respond to questions arising from a review of the draft report and incorporate review comments into the final report submittal. The successful proposer shall provide seven (7) bound copies and one (1) electronic copy (USB flash drive) of the final report to ECUA. The final report shall also be provided in Microsoft Word® software products and Adobe® PDF software for ECUA use as needed.

SECTION 3.0 PROPOSAL RESPONSE REQUIREMENTS

3.01 CORPORATE STANDING AND AUTHORIZED SIGNATURE

The Proposer must demonstrate that the company is in good standing and that the person signing this proposal is an authorized signatory on behalf of the Proposer to negotiate and/or sign contracts, agreements, amendments and related documents to which the Proposer will be duly bound. Examples of satisfactory demonstration documents include:

1. A copy of your Articles of Incorporation listing the approved signatories of the corporation, **or**
2. A copy of a resolution listing the members of staff that are authorized signatories for the company, **or**
3. A letter from a corporate officer listing the members of staff that are authorized signatories for the company; **or**
4. A signed Sunbiz Florida Profit Corporation Annual Report.
5. Please include this information under Tab "E" of your proposal.

Failure to sign and witness the Proposer's signature form may result in disqualification of the bid. Please be sure the bid is signed, properly witnessed, and sealed.

Evidence of authority to conduct commercial business in the State of Florida - **Provide Sunbiz report showing your company registered as "Active"**.

3.02 ECUA reserves the right to seek additional/supplemental representation on specific issues as needed, through questions and answers or presentations.

3.03 RESPONSE

In a sealed envelope (or other packaging), provide ONE ORIGINAL (so identified) and **three (3) copies, and one (1) electronic copy (USB flash drive)** of your proposal for services defined herein for the term of the contract. Also, include a copy of your original proposal on a USB Flash Drive.

A response to this RFP shall include the following information at a minimum. Please note that the proposal should address the requirements in a clear and concise manner in the order stated herein.

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

Table of Contents: Identify contents by tab and page number

TAB A - FIRM QUALIFICATIONS AND EXPERIENCE

1. **Executive Summary.** Each Firm must submit an Executive Summary limited to two (2) pages, signed by an authorized representative, that identifies the business entity, its background, main office(s), and office location that will service this contract. Identify the officers, principals, supervisory staff, and key individuals who will be directly involved with the work and their office locations. Include information on the size of your firm's governmental audit staff and the location of the offices (s) from which each segment of the audit is to be performed. The Executive Summary should also summarize the organization structure and the key elements of the proposal.
2. **Individuals and Qualifications.** Identify and include qualifications of specific individuals to be assigned to the project (include names and contact information) and specify which services the individuals will provide to the ECUA. Identify and include qualifications of Project Manager and Account Supervisor. Include a project team organizational chart that includes team members and their project role. Include resumes of key individuals and staff including their location and availability.
3. **Litigation.** Provide a summary of **any** litigation, claim(s), or contract dispute(s) which have been finalized and/or decided by a court of law, which were filed by or against the firm in the past five (5) years. The summary should state the nature of

the project, litigation, claim, or contract dispute, a brief description of the case, the outcome, and the monetary amounts involved. The disclosure can be limited to:

- a. Cases, which are related to contractual services provided in the regular course of business.
- b. The regional/district office that will be supporting this contract.
- c. Sanctions: List any regulatory or license agency sanctions.
- d. Lost Accounts: Provide a complete list of all accounts lost due to early dissolution or nonrenewal. Include contact names and telephone number, length of service at each account, and reason for the loss. This list can be limited to the regional/district office, which will be supporting this contract, and may be limited to the past five (5) years.
- e. Canceled Accounts: Provide a complete list of all accounts canceled/terminated by the Proposer prior to the expiration date. Include contact name and telephone number, length of service provided, and reason the firm chose to cancel the contract. This list can be limited to the regional/district office that will be supporting this contract and may be limited to the past five (5) years.
- f. Contract Denial: Indicate if your firm has been denied a contract award on which you submitted the best proposal. If so, explain in detail.

TAB B – SIMILAR PROJECTS/INCLUDING GOVERNMENT EXPERIENCE / REFERENCES (Exhibit VII).

1. To demonstrate experience and success in conducting similar work, the Proposer shall provide a minimum of five (5) references of similar size and scope of work of municipal projects and/or agreements in similar circumstances with appropriate reference information, concentrating only on those projects and/or agreements completed with the last three (3) years or currently underway by the Proposer's firm, as follows:
 - a. Client name, address, phone, fax number and email address;
 - b. Description of all services provided;
 - c. Performance period; and,
 - d. Total annual amount of contract.
 - e. Unless otherwise stated to submit reference information in a different format/manner, please complete and submit **References** with your proposal response.

TAB C – PROJECT APPROACH/WORK PLAN

1. Define the adequacy of resources, **including personnel, availability of personnel, labor, equipment and supply resources, and other requirements to provide the requested services.** Provide data on how your firm meets or exceeds the minimum qualifications required.
2. Provide a clear statement of the specific services and tasks to be performed. Include information concerning each task and staff committed to accomplish each task.
3. Provide a typical response time and/or project implementation schedule for proposed services including any management and planning strategies. Include a timeline that does not exceed six (6) months in duration.

4. Provide information regarding any proposed innovative concepts that may enhance the value and quality of the services to be performed.
5. Describe in detail how the required services will be executed. Include information related, but not limited to operations, management, timeframes and scheduling, communicating with ECUA, reporting methods, and invoicing.
6. Provide the current and projected workload of Contractor.

TAB D - PRICE PROPOSAL.

Exhibit I PROPOSAL FORM, shall be completed and included along with Fees for additional work deemed necessary by ECUA, which is not included within the Scope of Services. An authorized signatory must sign attesting to knowledge of Scope of Work, committing to the prices as offered, and acceptance of the terms and conditions. The ability of the successful Proposer to maintain a sense of fiscal responsibility shall be favorably considered in the evaluation of proposals.

1. Fee Proposal:

ECUA is requesting a lump sum fee for the Water, Wastewater, Reclaimed Water and Sanitation Rate Study. The stated lump sum fee shall include all costs associated with the performance of the services, inclusive of all personnel, meetings, strategy sessions, discussions, field work, reports, etc., as required to complete the Water, Wastewater, Reclaimed Water and Sanitation Rate Study. There shall be no hidden costs associated with the delivery of the services.

ECUA shall not be responsible for the reimbursement of any costs not specifically set forth in the firm's proposal and mutually agreed upon in advance in writing.

Final payment shall be payable upon the conclusion of the audit, receipt and approval of the final report by ECUA.

TAB E – RFP REQUIRED FORMS

1. **Insurance Certificates.** Provide copies of your current liability and workers' compensation Certificates of Insurance. The successful Proposer(s) will be required to provide Certificate(s) of Insurance evidencing coverage as required in the **Insurance Requirements** within five (5) business days of the notification of intent to award. Note: Policies other than Workers' Compensation shall be issued only by companies authorized to conduct business in the State of Florida, with active certificates of authority issued by the State of Florida, Department of Insurance.
2. **Exhibit II Addendum Receipt Acknowledgement Certification.** Include the **Addendum Receipt of Acknowledgement Certification Form** in this section of the submittal.
3. **Exhibit III Equal Opportunity Clause**
4. **Exhibit IV Certification of Non-segregated Facilities**
5. **Exhibit V Drug Free Workplace Certification.** If applicable, Proposers must complete and sign the **Drug Free Workplace Certification**.
6. **Exhibit VI E-Verify Statement of Compliance**

7. **Exhibit VII References.** Proposer shall complete and include the **Reference** form and submit with their response. (References from ECUA staff shall not be provided or considered) G. **Sub-contractors.** Sub-contractors will not be used to for this solicitation.
8. **Exhibit VIII Conflict Of Interest Declaration Form**
9. **Proof of Licenses/Certification.** Documentation shall include, but not be limited to:
 - a. Provide copies of required licenses and/or certifications that are required to perform the work, applicable to the work, or relative to supporting your Firm's qualifications.
 - b. The Firm shall be responsible for all costs associated with obtaining and maintaining all required licenses, certifications, and permits.
 - c. Provide proof of proper State of Florida business licensure and professional certification(s)/registration(s) in the State of Florida.
 - d. Provide proof of corporate registration to operate in the State of Florida by the Department of State, Division of corporations. Information concerning certification can be obtained at: <http://dos.myflorida.com/sunbiz/>. Please note: certification must be for **active status only**.
10. **Tax Identification Number (TIN).** All Proposers shall furnish a completed W-9 with their bid or proposal submittal. A tax identification number is required to do business with ECUA.

TAB F – ADDITIONAL INFORMATION

Proposers may include a section for appendixes including promotional material or supporting documentation not otherwise requested herein. Please clearly designate this section in your response. This will be for informational purposes only.

3.04 PROPOSALS SHALL BE DELIVERED AS FOLLOWS:

- A. All proposals must be delivered SEALED to the ECUA at the address shown below no later than the time and date set for receipt of proposals. Failure to comply with this or any other paragraph of the Request for Proposals may be sufficient reason for rejection of the entire proposal.

DELIVER the PROPOSAL package to:

ECUA - PURCHASING & STORES DIVISION 9255 STURDEVANT STREET PENSACOLA, FLORIDA 32514
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- B. The front lower left corner of each envelope/container shall contain the following information for proper identification:

ANNOTATE EACH SEALED PACKAGE WITH THE FOLLOWING INFORMATION:

PROPOSAL**RFP No. 2022-29****Comprehensive Water, Wastewater, Reclaimed Water and Sanitation****DUE NLT: SEPTEMBER 27, 2022 by 2:00PM (central time)****Firms' Name & Address**

- Include name and address of the Proposer/Respondent.
- Number each sealed package sequentially (i.e. "1 of 3", "2 of 3", and "3 of 3").

C. ALL PROPOSALS RECEIVED WILL BE RECORDED AND CLOCKED-IN AT THE PURCHASING OFFICE. The responsibility for submitting the proposal to the Purchasing and Stores Division no later than the specified time and date is solely that of the proposer. ECUA will in no way be responsible for delays in mail delivery or delays caused by any other occurrence.

LATE PROPOSALS WILL NOT BE ACCEPTED OR CONSIDERED FOR EVALUATION

- D.** All proposals must be in writing. Non-responsive proposals may not be considered. The signer of the proposal must declare that the proposal is in all respects fair and in good faith without collusion or fraud and that the signer of the proposal has the authority to bind the principal Proposer.
- E.** ECUA shall not be liable for any costs incurred by a Proposer prior to entering into a contract. Therefore, all Proposers are encouraged to provide a simple, straightforward, and concise description of their ability to meet the Scope of Services requirements.

SECTION 4.0 SCHEDULE OF EVENTS

The proposed time schedule as related to this procurement is as follows:

EVENT	DATE/TIME
Release of RFP	August 25, 2022
Deadline for Questions/Request for Clarifications*	September 6, 2022 12:00pm central time
Estimated issuance of Addendum: Questions Answered*	September 8, 2022 2:00pm central time
Proposal Due Date/Time (Deadline)*	September 27, 2022 2:00pm central time
Presentations (if applicable)**	TBD
Recommendation to Citizens' Advisory Committee	November 8, 2022

EVENT	DATE/TIME
Board meeting & Anticipated Contract Approval/Award**	November 15, 2022
Estimated Effective Date of Contract(s)	December 1, 2022

* An addendum to this RFP will be issued if any of these dates/times change.

** These dates are after the proposals are due and subject to change. However, an addendum to this RFP will not be issued if any of these dates change. Specific dates/times will be determined at each phase.

SECTION 5.0 SELECTION CRITERIA AND EVALUATION OF PROPOSALS

In evaluating submissions received, ECUA shall consider each proposal as a whole, including but not limited to the qualifications of the consultant firm and its personnel; confidence in the data sources to be used, those sources' applicability for public sector employment, and the technical approach to be implemented; costs; and all other relevant information obtained. Although cost is an important factor, it shall neither be the sole factor nor a primary determinative factor. Instead, ECUA shall select the proposal which ECUA believes to be in the overall best interests of its ratepayers, in the reasonable exercise of its discretion.

Items that will be considered include the following Evaluation Criteria:

- Firm's Qualifications and Experience
- Similar Projects/References
- Project Approach
- Price Proposal/Fee Schedule

A determination of the best qualified firm will be made by the Evaluation Committee based on the stated criteria. In order to assist in determining the best qualified firm, the Evaluation Committee reserves the right to request additional information and/or clarification relating to any information submitted by any Proposer. ECUA shall be the sole judge of its own best interests, the proposals, and the resulting agreement. ECUA's decisions shall be final.

5.01 DETERMINING RESPONSIBILITY

In conjunction with the criteria being used to determine the qualifications and capability of the Proposer, ECUA may also consider the Proposer's ability to meet or exceed the following criteria:

- A. The Proposer's ability, capacity, and skill to perform the contract or provide the service within the time specified;
- B. The quality of performance of previous contracts or services including previous performance with ECUA;
- C. Previous and existing compliance by the Proposer with laws and ordinances relating to the contract or service;

- D. Financial resources of the Proposer to perform the contract or provide the service; and,
- E. Whether the Proposer is in arrears to ECUA on a debt or a contract; whether the Proposer is in default on surety to ECUA; or whether the Proposer's taxes are delinquent.

5.02 MATERIAL DEVIATIONS

ECUA has established certain requirements with respect to proposals to be submitted by prospective Proposers. The use of "shall" (except to indicate simple futurity) in the RFP indicates a requirement or condition, which must be met. ECUA may, at its sole discretion, waive requirements or conditions if the conditions are determined to be non-material. A deviation from a requirement is material when the deficient response is not in substantial accord with the RFP requirements, provides an advantage to one Proposer over other Proposers, or has a potentially significant effect on the delivery, quantity or quality of items proposed amount paid to the Proposer, or for the cost to ECUA. Material deviations cannot be waived.

5.03 PRESENTATIONS OR INTERVIEWS

ECUA may conduct informal interviews with Proposers regarding their qualifications, ability to furnish the required services, quality control, and other criteria as set forth herein. ECUA's sole point of contact will notify all selected Proposers of ECUA's decision to request presentations and/or interviews, as applicable. If presentations are held, the Proposer shall have representatives of the appropriate management level present and representing the firm. The Proposer understands that any and all costs related to the presentations and interview process is considered an operational cost of the Proposer and shall not be passed on to or be borne by ECUA.

Presentations may include, but not be limited to, a presentation from the Proposer and questions from ECUA. ECUA will make an effort to provide questions to be addressed in these sessions to the respective Proposer prior to the session. The Proposer shall address all questions provided in their presentation and may provide additional materials. Additional materials should also be provided in digital format. The Proposer understands that any and all costs related to the presentations and interview process is considered an operational cost of the Proposer and shall not be passed on to or be borne by ECUA.

Pursuant to Florida Statute Chapter 286, any portions of a meeting, at which a vendor makes an oral presentation, or answers questions as part of a competitive solicitation, are exempt from Florida Statute 286.011 and Statute 24(b), Article I of the State Constitution.

5.04 RIGHT TO CANCEL OR REJECT

- A. In the best interests of ECUA, it may cancel the solicitation or may reject any or all submittals in response to a solicitation, in whole or in part, without recourse, in accordance with ECUA's Purchasing Code. In addition, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof, with one or more suppliers. The Proposer understands and agrees, that ECUA has the right to

reject, for any reason and without penalty, any and/or all proposal packages or any part of a proposal package, prior to and after the rankings are made by ECUA, and that ECUA has the right, for any reason and without penalty, to terminate any contract negotiations commenced with any Proposer. ECUA also reserves the right to re-advertise and solicit new bids/proposals or to abandon the project in its entirety without reason and without penalty.

- B. ECUA reserves the right to accept or reject any or all Bids/Proposals, or to waive any formalities, technicalities, irregularities, or immaterial variation.
- C. ECUA also reserves the right to reject the proposal from a Proposer who has previously failed to perform properly, or complete on time contracts of a similar nature, or who investigation shows is not in a position to perform the contract.

SECTION 6.0 INFORMATION TO BE PROVIDED TO PROSPECTIVE PROPOSERS UPON REQUEST

ECUA will provide copies of annual budgets, audits, operating and maintenance expenses, long-range strategic plans, capital improvement plans and other information of value for the preparation of the study. Appropriate staff will be made available for interviews and to gather data the successful proposer determines is essential in creating the mathematical rate calculating model and final written report.

Email request to the RFP Sole POC, Paul R. Nobles at paul.nobles@ecua.fl.gov.

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, an independent Special District created by the Laws 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.

EMERALD COAST UTILITIES AUTHORITY

GENERAL PROVISIONS

PURCHASE ORDER/CONTRACT

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

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

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

- 6. **PAYMENTS** –Invoices shall be submitted in triplicate (one copy shall be marked “Original”) unless otherwise specified, and shall contain the following information: Contract or Order number, item number, contract description of supplies or services, sizes, quantities, unit prices and extended totals. Bill of Lading number and weight of shipment will be shown for shipments of Bills of Lading. Unless otherwise specified, payment will be made on partial deliveries accepted by ECUA when the amount due on such deliveries so warrants.
- 7. **DISCOUNTS** – In connection with any discount offered, time will be computed from date of delivery suppliers to carrier when acceptance is at the point of origin or from date of delivery at destination when delivery and acceptance are at these points or from the date the correct invoice or voucher is received in the office specified by ECUA, if the latter is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the ECUA check.
- 8. **CONVICT LABOR** – In connection with the performance of work under this contract, the Contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89.176, September 10, 1965 (18 U.S.C. 40821ch21) Executive Order 11755, December 29, 1973.
- 9. **COVENANT AGAINST CONTINGENT FEES** – The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty ECUA shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
- 10. **CONTINGENCIES** – Neither party shall be liable for delays or defaults due to acts of God, government authority or public enemy, war, fires, floods, epidemics, strikes, labor troubles, freight embargoes, or contingencies reasonably beyond its control. The party so affected, upon prompt written notice to the other party, shall be excused from making or taking deliveries hereunder to the extent of such prevention or restriction. At ECUA’s option, deliveries so omitted shall be made on notice thereof to the Vendor, upon cessation of such contingency even

though such might have been operative at the date of this order.

11. 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.
12. 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.
13. 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.
14. 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.
15. CHANGES – The Purchasing and Stores Division may at any time, by written order, and without notice to the sureties, make changes, within the general scope of this contract, in (i) drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for ECUA in accordance therewith; (ii) method of shipment or packing and (iii) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for the performance of this contract, whether changed or not changed by any such order, an equitable adjustment shall be made by written modification of this contract.

Any claim by the Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change provided that the Purchasing and Stores Division, 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.

16. **TERMINATION FOR DEFAULT** – The Purchasing and Stores Division, by written notice, may terminate this contract, in whole or in part, for failure of the Contractor to perform any of the provisions hereof, in such event, the Contractor shall be liable for damages; including the excess cost of reprocurring similar supplies or services; provided that if (i) it is determined for any reason that the Contractor was not in default or (ii) the Contractor’s failure to perform is without his and his subcontractors control, fault or negligence, the termination shall be deemed to be a termination for convenience under paragraph 17. As used in this provision the term “subcontractor” and “subcontractors” means subcontractors at any tier.
17. **TERMINATION FOR CONVENIENCE** – The Purchasing and Stores Division 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.
18. **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).
19. **EXTENT OF OBLIGATION** – ECUA is obligated under a call-type Purchase Order only to the extent of authorized calls actually placed against this agreement.
20. **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.
21. **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 latent 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.

22. **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.
23. **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.
24. **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.
25. **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.
26. **DEVIATION FROM SPECIFICATIONS** – Emerald Coast Utilities Authority has the sole authority to determine if any deviation from the specifications cited is acceptable.
27. **E-VERIFY COMPLIANCE** – Pursuant to § 448.095(2) Florida Statutes (2021), Contractor shall register with and use the E-Verify system operated by the United States Department of Homeland Security to verify the work authorization status of all new employees hired by Contractor while performing work or providing services for Emerald Coast Utilities Authority (ECUA). Contractor shall also include in any related subcontracts a requirement that subcontractors performing work or providing services for ECUA on its behalf register with and use the E-Verify system to verify the work authorization status of all new employees hired by the subcontractor while performing work or providing services for ECUA. Additionally, Contractor shall include in any related subcontracts a requirement that subcontractors performing work or providing services for ECUA on its behalf provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with any unauthorized alien as defined in 8 U.S.C. § 1324a(h)(3). Contractor shall maintain a copy of such affidavit for the duration of its contract with ECUA.

EXHIBIT I

EMERALD COAST UTILITIES AUTHORITY
RFP NUMBER 2022-29
RFP 2022-29 COMPREHENSIVE WATER, WASTEWATER, RECLAIMED WATER AND
SANITATION RATE STUDY
PROPOSAL FORM

TO: EMERALD COAST UTILITIES AUTHORITY
PENSACOLA, FLORIDA

DATE: _____

GENTLEMEN:

In accordance with your Request for Proposals, instructions and specifications, attached hereto, and subject to all conditions thereof, I (we), the undersigned, hereby propose and agree if this proposal is accepted, to contract with the Emerald Coast Utilities Authority to furnish any items or service requested herein and deliver same without additional cost to the Emerald Coast Utilities Authority at the specified location for the proposal(s) listed below:

The undersigned further declares that he/she has carefully examined the specifications and is thoroughly familiar with them and their provision. He/she further declares that no other person other than the proposer herein named has any interest in this proposal or in the contract to be executed, and that it is made without any connection with any other person(s) making proposal for the same articles, and it is in all respects fair and without collusion and fraud.

Failure to provide all of the following information may result in the automatic rejection of the proposal.

Contract Duration: Six (6) months from date of signed agreement.

Lump Sum Fee Proposal includes all costs associated with performing the entire Scope of Services and the overall performance of the contract, including all travel and out of pocket expenses associated with such performance:

\$ _____ Lump Sum

Fees for additional work deemed necessary by ECUA which is not included within the Scope of Services:

Fee Schedule:

Attach Billing Rates per classification of personnel

Exceptions: Yes _____ No _____

(Exceptions include the whole RFP document, our specifications, Instructions to Proposers and General Provisions).

EXHIBIT I

PROPOSER: _____

BY: _____
(Print or Type)

Signature: _____

Title: _____

Address: _____

Telephone: () _____

Fax Number: () _____

FEID Number: _____

EMAIL: _____

HOW DID YOU FIND OUT ABOUT THIS PROPOSAL?

ECUA website _____ Escambia Sun Press _____ BidNet Direct _____

Other _____ (Please specify) _____

EXHIBIT II

ADDENDUM RECEIPT ACKNOWLEDGEMENT CERTIFICATION

The undersigned acknowledges receipt of the following addenda to the solicitation document(s)
(Give number and date of each):

Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____

By the signature(s) below, I/we, the undersigned, as authorized signature to commit the firm, certify that the information as provided in the Addendum Receipt Acknowledgement Certification, is truthful and correct at the time of submission.

Proposer/Contractor Name: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

_____ Authorized Signature	_____ Printed Name	FEIN: _____
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_____ Title	_____ Date
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EXHIBIT III

EQUAL OPPORTUNITY CLAUSE

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

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

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

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

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

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

Signature

Date

Name & Title of Signer

EXHIBIT IV

CERTIFICATION OF NONSEGREGATED FACILITIES

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

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

Signature

Date

Name & Title of Signer

EXHIBIT V

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that _____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Bidder's Signature

Date

Company: _____

Bid/RFP/PO: _____

EXHIBIT VI

E-VERIFY STATEMENT OF COMPLIANCE

Contractor hereby certifies compliance with the following:

Pursuant to § 448.095(2) Florida Statutes (2020), Contractor shall register with and use the E-Verify system operated by the United States Department of Homeland Security to verify the work authorization status of all new employees hired by Contractor while performing work or providing services for ECUA. Contractor shall also include in any related subcontracts a requirement that subcontractors performing work or providing services for ECUA on its behalf register with and use the E-Verify system to verify the work authorization status of all new employees hired by the subcontractor while performing work or providing services for ECUA. Additionally, Contractor shall include in any related subcontracts a requirement that subcontractors performing work or providing services for ECUA on its behalf provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with any unauthorized alien as defined in 8 U.S.C. § 1324a(h)(3). Contractor shall maintain a copy of such affidavit for the duration of its contract with ECUA.

Bidder's Signature

Date

Company:_____

Bid/RFP/PO:_____

EXHIBIT VII

REFERENCES

The Firm shall complete and submit this Reference Form as a part of their bid response. Provide a minimum of five (5) projects performed by the Firm and completed within the last three (3) years, which are similar type, scope, and complexity. (A Reference from ECUA is not acceptable). The contact person provided shall be a person who has personal knowledge of the Proposer's performance for the specific requirements listed and is aware the ECUA may be contacting them.

Project #1	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client:	
Contact Name and Phone #:	
Contact Email and Fax #:	
Contract Amount:	Date Work Performed:
Project #2	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client:	
Contact Name and Phone #:	
Contact Email and Fax #:	
Contract Amount:	Date Work Performed:
Project #3	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client:	
Contact Name and Phone #:	
Contact Email and Fax #:	
Contract Amount:	Date Work Performed:

EXHIBIT VII

Project #4	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client:	
Contact Name and Phone #:	
Contact Email and Fax #:	
Contract Amount:	Date Work Performed:
Project #5	
Project Name:	
Type of Project/Service:	
Address:	
Contracting Agency/Client:	
Contact Name and Phone #:	
Contact Email and Fax #:	
Contract Amount:	Date Work Performed:

EXHIBIT VIII

EMERALD COAST UTILITIES AUTHORITY
CONFLICT OF INTEREST DECLARATION FORM

RFP #: 2022-29

COMPREHENSIVE WATER, WASTEWATER, RECLAIMED WATER AND
SANITATION RATE STUDY

Please acknowledge and certify one of the following options:

_____ Bidder, _____ (Company Name), does not have any known or perceived potential conflicts of interest with Emerald Coast Utilities Authority ("ECUA"), including its employees, Board, and Citizens Advisory Committee.

OR

Bidder, _____ (Company Name), has a known or perceived potential conflict of interest with Emerald Coast Utilities Authority ("ECUA"), including its employees, Board member, and Citizens Advisory Committee member as follows:

_____ Engaging in private business or financial relationship, involving oneself or a relative that may secure advantages for goods, services, or influence due to an ECUA employee, Board member or Citizens Advisory Committee member.

_____ Performing any services, purchases, or leases for another person or entity that is doing or seeking to do business with an ECUA employee, Board member or Citizens Advisory Committee member.

_____ Owning or having a relative that owns a financial interest in an entity that is doing or seeking to do business with an ECUA employee, Board member or Citizens Advisory Committee member.

_____ Accepting a gift from the public as appreciation for their work or service for an ECUA employee, Board member or Citizens Advisory Committee member.

If there is a known or perceived potential conflict of interest, please describe the known or perceived conflict and identify the person below:

Date

Signature and Title