

# **EMERALD COAST UTILITIES AUTHORITY**

## **REQUEST FOR PROPOSALS FOR**

### **BANKING SERVICES**

**RFP #2023-20**

**PROPOSALS DUE  
TUESDAY, JUNE 27, 2023 AT 2:00 P.M., LOCAL TIME**

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## REQUEST FOR PROPOSALS

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, June 27, 2023 at 2:00 p.m. local time** for the following:

### BANKING SERVICES

Specifications and information may be obtained free of charge from ECUA, Purchasing and Stores Division (850-969-6530), via email at [paul.nobles@ecua.fl.gov](mailto:paul.nobles@ecua.fl.gov), on the website at [www.ecua.fl.gov/bid-opportunities](http://www.ecua.fl.gov/bid-opportunities) or via BidNet Direct at [www.bidnetdirect.com/florida/emeraldcoastutilitiesauthority](http://www.bidnetdirect.com/florida/emeraldcoastutilitiesauthority).

Sealed (hard copy or electronic) proposals will be received until **Tuesday, June 27, 2023, 2:00 p.m., local time**. **If submitting a hard copy via mail or hand delivery**, proposals must be delivered to the Purchasing and Stores Division, Emerald Coast Utilities Authority, 9255 Sturdevant Street, Ellyson Industrial Park, Pensacola, Florida 32514. **If submitting electronically**, proposals must be submitted through [www.bidnetdirect.com/florida/emeraldcoastutilitiesauthority](http://www.bidnetdirect.com/florida/emeraldcoastutilitiesauthority).

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 2023-20, BANKING SERVICES, for the following reasons:

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

**REMARKS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

**NOTE:** Statement of No Proposal may be faxed to the Purchasing and Stores Division (850-969-3384), Attention: Paul R. Nobles or emailed to [paul.nobles@ecua.fl.gov](mailto:paul.nobles@ecua.fl.gov).

## **SECTION I - GENERAL INFORMATION**

### **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.

### **1.1 PROPOSAL SCHEDULE**

Proposals are presently scheduled to be **publicly opened (both Hard Copy and Electronic Copy) at 2:00 p.m., June 27, 2023**, in the ECUA Purchasing Office, 2<sup>nd</sup> floor, Emergency Operations Support Addition, 9255 Sturdevant Street, Ellyson Industrial Park.

### **SCHEDULE OF EVENTS**

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

EVENT	DATE/TIME
<b>Release of RFP</b>	<b>May 25, 2023</b>
Deadline for Questions/Request for Clarifications*	June 7, 2023 12:00 pm local time
Estimated issuance of Addendum: Questions Answered*	June 9, 2023 2:00 pm local time
<b>Proposal Due Date/Time (Deadline)*</b>	<b>June 27, 2023 2:00 pm local time</b>
Recommendation to Citizens' Advisory Committee/Board of Directors**	July 18, 2023
Anticipated Contract Approval/Award**	July 25, 2023
Effective Date of Contract	October 1, 2023

\* 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.

### **1.2 PROPOSAL SUBMISSION**

Proposals must be in the possession of the Emerald Coast Utilities Authority Purchasing and Stores Division to be considered. Proposals may be electronically submitted through [BidNet Direct](#), mailed or hand 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 proposal name, time and date of the opening.

**A. Hard Copy Submittal** - In a sealed envelope (or other packaging) containing Technical and Fee Proposal, provide **one (1) original (so identified), one (1) paper**

**copy, and one (1) electronic copy (USB flash drive)**

**B. Electronic Submittal - one (1) electronic copy through [BidNet Direct](#).**

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 proposal opening will be rejected and returned unopened to the proposer.

**1.3 SUBSTITUTION OF PERSONNEL**

It is the intention of ECUA that the Provider's personnel proposed for the contract will be available for the contract term. In the event the Provider 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.

**1.4 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.

**1.5 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.

**1.6 PROPOSAL AUTHORIZATION**

All proposals must be submitted as outlined in Section 3.0 (Proposal Response Requirements) under the Scope of Services for BANKING SERVICES. 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.

**1.7 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:

No proposer shall be permitted to correct a proposal mistake after opening the proposals that would cause such proposer to have the lowest proposal, except that any proposer may correct errors in extension of unit prices stated in the proposal, or in multiplication, division, addition, or subtraction. In such cases, unit prices in the proposal shall not be changed.

## **1.8 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.

## **1.9 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.

## **1.10 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).

## **1.11 LIST OF PROPOSERS**

The 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 **June 27, 2023**, and will remain posted for 72 hours excluding weekends and holidays. The List of Proposers will also be posted to both the ECUA website, [www.ecua.fl.gov/business/bid-opportunities](http://www.ecua.fl.gov/business/bid-opportunities) and BidNet Direct at [www.bidnetdirect.com/florida/emeraldcoastutilitiesauthority](http://www.bidnetdirect.com/florida/emeraldcoastutilitiesauthority).

## **1.12 PROPOSAL QUESTIONS**

All questions concerning the specifications, requests for additional information, or proposal submission procedures may be emailed to the Purchasing and Stores Division Sole Point of Contact (POC) (as listed below) by **June 7, 2023, 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. ECUA shall not be responsible for providing said addenda to potential proposers who receive a proposal package from other sources. 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](mailto:paul.nobles@ecua.fl.gov)

### **1.13 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.

### **1.14 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.

### **1.15 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.

### **1.16 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.

### **1.17 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.

#### **1.18 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.

#### **1.19 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.

#### **1.20 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.

#### **1.21 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.

## **1.22 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.

## **1.23 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.

## **1.24 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.

## **1.25 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](mailto:AMANDA.MILLER@ECUA.FL.GOV), OR BY MAIL AT 9255 STURDEVANT STREET, PENSACOLA, FLORIDA 32514.**

#### **1.26 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:

- A. 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;
- B. 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;

- C. 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;
- D. The only person or persons interested in this competitive proposal is/are the principal or principals named herein and that no person other than herein mentioned has any interest in this competitive proposal or in the Agreement to be entered into.

### **1.27 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. For access to individuals accepted within the State of Florida, go to the Department of State, Division of Corporations, <https://search.sunbiz.org/>.

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.

### **1.28 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](http://www.ecua.fl.gov) on or about **JUNE 27, 2023**. It will also be posted for review in the Purchasing Section at ECUA, 9255 Sturdevant Street, (Ellyson Industrial Park) on or about **JUNE 27, 2023**, and will remain posted for seventy-two (72) hours, excluding weekends and holidays.

### **1.29 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.

## **SECTION II - SCOPE OF SERVICES**

### **2.1 GENERAL**

The Emerald Coast Utilities Authority, (ECUA), will accept sealed proposals from any bank organized and existing under the laws of the State of Florida meeting the minimum qualifications of this RFP for the placement of ECUA's Demand Accounts. The objectives of this RFP are to obtain one bank to provide the required services for a period of five (5) years at the most favorable cost, with efficient operation, and to optimize return on available cash flows.

The proposal form indicates the number of transactions anticipated; and although this is the ECUA's best estimate of volume, the ECUA is in no way guaranteeing these as minimum or maximum volumes.

### **2.2 INSTRUCTIONS TO BANKS SUBMITTING PROPOSALS**

- A. The Banking Services Agreement will be for a five (5) year period, beginning October 1, 2023, with possible five (5) one (one) year renewals. Either party may terminate the contract by giving 180 days written notice to the other party.
- B. Only those proposals fulfilling all the qualifications outlined in this solicitation will be considered.
- C. The ECUA reserves the right to reject any and all proposals, or any part of any proposal, to waive any informality, and to accept that proposal which is deemed to be in the best interest of the ECUA.
- D. The criteria for evaluation of proposals include the following:
  - 1. Ability to meet the desired services as described herein.
  - 2. Cost of services (Proposal Form).
  - 3. Number of years bank has been in operation
  - 4. Experience in providing the services described herein. List three (3) references in the following format (Exhibit VII, page 43):

Name of Company



Contact and Position Title  
Address  
Phone Number

- E. A committee consisting of ECUA management shall evaluate each proposal submitted based on all submittals received and recommend the best offer to the ECUA Board for award of contract. The Evaluation Committee will evaluate the proposals and quotations from proposals submitted and will ask questions of a clarifying nature, if necessary.
- F. The proposal, as submitted, will be considered to be the last and final offer. The proposal shall remain binding ninety (90) calendar days after the closing date of the request.
- G. Questions pertaining to this Request for Proposal should be directed to:

**Emerald Coast Utilities Authority**  
**Attn: Paul R. Nobles, Senior Purchasing Agent**  
**Email: [paul.nobles@ecua.fl.gov](mailto:paul.nobles@ecua.fl.gov)**

### **SECTION III – QUALIFICATIONS**

#### **3.1 MINIMUM QUALIFICATIONS**

All banks that wish to submit proposals must meet the following minimum selection criteria:

- A. Depository banks must be qualified public depositories as defined by Chapter 280, Florida Statutes, “Florida Security for Public Deposits Act”.
- B. Depository banks must maintain the home office or a full-service branch office within Escambia County, Florida.
- C. Depository banks must maintain sufficient cash and/or portfolio of approved securities for collateralization of ECUA deposits or investments, as required under Chapter 280, Florida Statutes.

### **SECTION IV – DESIRED BANKING SERVICES**

#### **4.1 ACCOUNT:**

The accounts which will be required under the depository agreement are as follows:

- A. Concentration Account – On an operational basis, all deposits and disbursements will flow through the concentration account. All balances will be maintained in the concentration account. The account will be an interest-bearing account. Incoming and outgoing wire transfers will be made from this account. Daily transfers will be made to

the zero-balance checking account.

- B. General Account (Zero Balance Checking Account) – for the distribution of all ECUA expenses including payroll. The zero-balance account will always maintain a zero balance with an automatic transfer made from the concentration account at the close of the day to bring the account balance up to its normal zero balance for disbursements made during the day.
- C. FSA Account – The third-party flexible spending account administrator will make withdrawals electronically for authorized employee medical expenditures. Currently the account is funded by transfers from the concentration account initiated by authorized ECUA personnel.
- D. The bank must also process pre-authorized debit entries through ACH for the withdrawal of money from bank accounts of ECUA customers participating in automatic payment of their utility bill. These payments should be processed through the concentration account.
- E. ECUA has 100% participation in direct deposit of payroll.
- F. ECUA pays its vendors via electronic/ACH payments or by check.

#### 4.2 ON-LINE BANKING SERVICES:

Describe the bank's on-line banking services. Include any cost and/or discounts for this service on the proposal form. At a minimum, ECUA is interested in the following services: obtaining daily balance information, initiating positive pay files, placing stop payments, initiating wire and ACH transfers, viewing bank statements, view details of items deposited electronically, researching returned items, and researching cleared check files. Any equipment or software required and the cost to utilize on-line services should be spelled out in your proposal. Also, indicate if ECUA staff will be able to speak with a designated technical support person if needed. The bank should provide training to ensure ECUA personnel can use the online system effectively. Describe the length/duration of archived images and/or the ability to research ACH payment details by payee.

#### 4.3 DEPOSITS:

- A. The ECUA presently has a security service which delivers our daily deposit to the bank. Since the deposit may be delivered late in the day, a night deposit system must be available. Attach a copy of the proposed funds availability schedule to the proposal and indicate the cut-off time on deposits for that day's banking.
- B. Currently ECUA uses a service called Image Cash Letter to scan customer check payments and electronically send the images to the bank for credit to our concentration account, thereby eliminating or reducing the transport of checks for deposit. The scanning equipment is provided by ECUA's current bank. Describe similar solutions you offer that would accomplish this task. Indicate costs, equipment requirements,

timing of transmissions and availability of funds.

#### 4.4 WIRE TRANSFERS:

Wire transfers will be utilized for receipt of funds and disbursements, where practical, as in the case of a large payment or large revenue item. The bank should clarify, in writing, the method and policy of handling transfers and should also state their policy relating to crediting for wire transfers, (i.e., same or next day). ECUA would like the capability to make wire transfers online or by telephone through a prearranged authorization code. Cut-off time for both outgoing and incoming wires and internal transfers, as well as Electronic Federal Tax Payments should be included in your response. The bank should have the capability to warehouse data for up to two weeks before the transmission date, as well as the capability for establishing repetitive wires. The proposal should include cost information for both telephone-initiated wires and wires initiated through on-line services.

#### 4.5 STOP PAYMENTS:

The ECUA will have the ability to order a stop payment on a particular check on-line or by telephone, with a written or electronic follow up no later than the next business day.

#### 4.6 CUSTOMER PAYMENTS:

The bank in its response should state whether it would be willing to take customer payments for their current ECUA bills. Indicate whether payments shall be accepted by bank or by drop box and whether payments shall be accepted in cash or checks only. Please identify all office locations that would accept payments.

#### 4.7 NON-SUFFICIENT FUNDS:

Checks from customers of ECUA which have non-sufficient funds should automatically be resubmitted for payment the next banking day, before being returned to the ECUA as a NSF check. All checks that are returned a second time must be debited to the concentration account.

#### 4.8 BANK RECONCILIATION/REPORTING SERVICES:

A. ECUA desires partial reconciliation service for its Accounts Payable bank account and the ability to retrieve account reconciliation and analysis data on-line. Paid check information must be available in electronic format compatible with the system presently used by ECUA for upload to our accounting system within seven (7) business days after the end of each month. A printed list may also be provided in check number order, identifying the check number and amount of each check included in the statements, breaks should be obvious where checks in numeric sequence are missing, noting the check number not included.

B. Provide access to paid check images either through an online viewer or CD monthly

including necessary software. Include system requirements.

- C. The cut-off date for statement purposes will be the last day of each calendar month. Statements must be available on-line within three (3) banking days following the cut-off. In addition, the ECUA reserves the right to receive interim statements or to change the cut-off date, should the need arise.
- D. All advices affecting a debit or credit memo type transaction shall be available on-line. Debit memos shall not be used to charge ECUA bank accounts for supplies or services provided. Charges for supplies or services shall be included in the invoice prepared by the bank.
- E. Deposit corrections shall include backup detail with the minimum being the amount and date of the deposit and a copy of the check(s) involved. All advices, statements and notices shall be delivered to:

Emerald Coast Utilities Authority  
Finance Department  
9255 Sturdevant Street  
Pensacola, FL 32514

- F. Describe how inquiries regarding research and adjustments are handled. All bank errors must be corrected within seven (7) business days of notification by ECUA.

#### 4.9 POSITIVE PAY SERVICE:

ECUA utilizes full positive pay (both amount and payee). Describe the bank's Positive Pay service and procedures, including file transmission requirements. Include a detailed explanation of the procedures for handling exception items and for removing stale-dated checks. Indicate the procedure, if different, for notifying the bank of a single check or small check run outside of the regular batch file. The bank should provide adequate training to ECUA personnel. All costs for Positive Pay service and set up should be itemized on the Banking Services Proposal Form. Indicate the cutoff time for processing these files for payment to our vendors.

#### 4.10 ELECTRONIC PAYMENT PROCESSING:

ECUA desires the ability to process electronically, payments customers make through telephone and online banking services provided by the customers' banks. Provide information and costs for a system to process electronic payments received by the bank for ECUA. This service shall be able to streamline the process of receiving all types of electronic payments, so that the ECUA can easily identify and post the payments to the customers' accounts. Electronic payment types include Check Free and on-line banking service providers.

#### 4.11 ACH SERVICES:

- A. ECUA currently uses the following ACH services:
- B. Direct deposit is utilized for ECUA's approximately 630 employees. Employees are paid biweekly. Board members are paid monthly.
- C. ECUA customers may authorize ECUA to draft payment of their utility bill directly from their bank account through ECUA's Pre-Authorized Checking program. An average of 15,000 drafts are processed monthly.
- D. ECUA pays its monthly credit card invoice by ACH.
- E. Certain governmental customers pay their utility bills by electronic funds transfer.
- F. ECUA offers electronic payment to vendors. Vendors are paid weekly.

The bank should indicate the cut-off times for processing these types of transactions. Explain in detail the procedure for stopping or reversing an ACH transaction once it has been transmitted to the bank. The system should handle routing numbers for closed or merged institutions. Notification of returned ACH items should be handled in the same manner as described for debit and credit memos in Section 4.8) D and E. The Bank must notify ECUA of deposits made by ACH by the next banking day and provide sufficient information online for ECUA to credit the customer's payment to their utility account.

Describe procedures and any costs associated with ACH fraud control services.

#### 4.12 LETTERS OF CREDIT:

ECUA may need letters of credit from time to time. If there is a cost involved, please specify.

#### 4.13 COLLATERAL:

The bank must be a "Qualified Public Depository" under Chapter 280, Florida Statutes. The bank must pledge collateral security, as specified by State Law. At no time shall the amount on deposit exceed the pay value of securities pledged less maximum insurance coverage provided by the Federal Deposit Insurance Corporation. Acceptable security and specific regulations regarding collateral requirements are outlined in the Florida Statutes. Annually, the bank will send to ECUA the QPD Deposit of Collateral form filed with the Florida Department of Financial Services Bureau of Collateral Management.

#### 4.14 BANKING SUPPLIES:

- A. The bank shall supply two-part deposit slips and tamper-evident deposit bags (approximately 300 deposit slips and 300 bags per year). The ECUA will provide the checks and endorsement stamps for all accounts. Any costs for these supplies must be

included in the proposal form.

- B. From time to time, ECUA may need to buy straps of currency and rolled coin for its change funds. The bank shall supply these funds.

#### 4.15 BILLING:

The bank will prepare a monthly billing for services rendered. This billing must be presented in a format similar to the proposal form, with a total for all service charges for the month. ECUA is open to either an “earnings credit rate” arrangement or direct billing option. For either option, state the interest rate that bank will pay ECUA for its daily balance. For purposes of full disclosure, pricing must reflect any fees associated with FDIC assessments (listed as Supervision and Assessment Fee on the proposal form). Other banking services and documents not detailed on the proposal form will be provided to the ECUA at no cost: such services include the availability of bank staff to consult with ECUA staff concerning bank service procedures and performance. At any termination of this agreement, the bank or ECUA would be compensated in accordance with the contract. The billing should provide an unbundled list of charges. There shall be no automatic debiting of the ECUA’s account for service charges without written notification of the reason for the charge.

#### 4.16 HOLIDAY CLOSINGS:

The bank should provide a holiday schedule.

#### 4.17 IMPLEMENTATION SCHEDULE:

Provide an implementation schedule beginning with the anticipated award date of July 25, 2023 through contract commencement, and beyond if applicable (for any possible follow-up issues).

#### 4.18 EMERGENCY PREPAREDNESS AND DISASTER RECOVERY:

As part of the contract award, the vendor must maintain a disaster recovery plan designed to minimize any disruption to the services being performed. A summary of the disaster recovery procedures should be included in the proposal.

#### 4.19 OTHER BANKING SERVICES:

Banks are encouraged to suggest innovative ideas to accomplish services requested in the RFP and to suggest other services that ECUA did not include in this RFP. These ideas or services might include unique business features, special services, discounts, or terms and conditions specific to each bank. The specific cost or savings associated with each idea should be fully disclosed along with the innovative idea on a separate sheet attached to the Banking Services Proposal Form.

## **SECTION V - PROPOSAL REQUIREMENTS**

Proposers should prepare their proposals using the following format and follow the numbering format below for tabbing/indexing their RFP submittal. Proposal to include but not limited to:

### **5.1 FORMAT FOR TECHNICAL RESPONSE**

- A. Title Page: Title page marked, "BANKING SERVICES", the firm's name; the name, address, telephone number and e-mail address of a contact person; and the date of the proposal.
- B. Table of Contents
- C. Transmittal Letter: A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, and statements why the firm believes itself to be best qualified to perform the engagement.
- D. Technical Proposal: This technical proposal should address all requirements as set forth in this Request for Proposals.
- E. Exhibit II Addendum Receipt Acknowledgement Certification, acknowledging receipt of each addendum issued by the ECUA (if required).
- F. Additional Required forms:
  - Exhibit III Equal Opportunity Clause
  - Exhibit IV Certification of Nonsegregated Facilities
  - Exhibit V Drug-Free Workplace Form
  - Exhibit VI E-Verify Statement of Compliance
  - Exhibit VII References
  - Exhibit VIII Conflict of Interest Declaration Form

### **5.2 FORMAT FOR FEE PROPOSAL / EXHIBIT I PROPOSAL FORM**

- A. Exhibit I Proposal Form (pages 34 - 37)

## **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.

### **PROFESSIONAL LIABILITY, MALPRACTICE AND/OR ERRORS OR OMISSIONS**

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

☐ **Hold Harmless**

The following replaces the previous Hold Harmless wording.

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

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

☒ **Professional Liability/Malpractice/Errors or Omissions Insurance**

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

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

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

# 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 2023-20  
BANKING SERVICES  
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.

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

CONTINUED ON NEXT PAGE

## EXHIBIT I

	Average Monthly Volume	Bid Charge Per Item	Estimated Monthly Charges	Estimated Annual Charges
Average Ledger Balance	\$ 29,847,177			
Supervision and Assessment Fee				
<b>General Account Services</b>				
Checking Accounts ZBA Sub Accounts	2			
ZBA Checking Account Monthly Maint	1			
ZBA Transfer Fee	29			
Online Imaging Viewer (if additional charge)				
<b>Depository Services:</b>				
E-Box Maintenance	1			
Currency Deposited (\$ Volume)	\$ 248,834			
Change Order Fee	1			
Deposits (Payments received @ Branch)	438			
Deposited Items - Our Bank	927			
Deposited Items on Other Banks	21,517			
Deposit Corrections	2			
Monthly Account Maintenance	4			
Return Items Fax/Email Advice	35			
Return Item Redeposited	35			
<b>Paper Disbursement Services</b>				
Positive Pay Exception Online Base Charge	2			
Positive Pay Exception Returned	1			
ACH Positive Pay DB Monthly Maint	2			
ACH UPIC	1			
Safe Wire	1			
Positive Pay Payee Monthly Maint	1			
Paid Check Per Item Charge	473			
Checks Paid-Full Recon	473			
Stop Payments Initiated Online	1			
<b>Paper Disbursement Recon Services</b>				
Number of Items Processed-Full Recon	470			
Acct Reconciliation Monthly Maint	1			
<b>ACH Services:</b>				
ACH Return Items NOC	57			
Monthly Base Charge	0			
ACH Monthly Maint	1			
ACH Origination Per Item	16,946			
ACH Origination Correction Item	0			
ACH Return Items Unauthorized Entry	0			
ACH Same Day	1			
ACH Originated-Addenda Record				
ACH Credit Received Items	170			
ACH Debit Received Items	106			
ACH Incoming Report Prior Day	1			
ACH Block (No. of Accounts)	6			

## EXHIBIT I

	Average	Bid	Estimated	Estimated
	Monthly	Charge	Monthly	Annual
	Volume	Per Item	Charges	Charges
<b>EDI Payment Services</b>				
Online Subscription	1			
<b>Wire Transfers</b>				
Wire Detail Report Subscription Item (email notification)	14			
Monthly Base Rate	1			
Wires Incoming	1			
Wires Outgoing Initiated Online	14			
Book Transfers Initiated Online	1			
<b>Information Services</b>				
Analysis Statement Mail	1			
Analysis Statement Invoice	1			
Online Previous Day Reporting per Item	1,329			
Treasury Manager - Monthly Maintenance (6)	1			
Treasury Manager - Accounts	6			
Treasury Manager - Users	12			
<b>Supplies</b>				
Tamper-evident deposit bags for cash deposit	20			
Deposit Slips	20			
<b>Image Manager</b>				
Image Cash Letter Monthly Maint	1			
Image Cash Letter per Item	22,144			
Image Manager Monthly Maint	1			
Image Manager per Item	23,113			
Image Manager additional account	2			
<b>Bill Pay Direct Post</b>				
BPDP Std Monthly Maint	1			
BPDP Per Item	20,480			
<b>Total Estimated Charges</b>				
<b>Interest Rate Paid on Deposits</b>				

Exceptions: Yes\_\_\_\_\_ No\_\_\_\_\_ If yes, specifically \_\_\_\_\_  
 (Exceptions include the whole RFP document, our specifications, Instructions to Proposers, General Provisions and Fiscal Agent Agreement)

## 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: _____
_____ Title	_____ Date	

## 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.

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Signature

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Date

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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.

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Signature

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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: RFP 2023-20

## 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: RFP 2023-20

## EXHIBIT VII

### REFERENCES

The Firm shall complete and submit this Reference Form as a part of their bid response. Provide a minimum of three (3) 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 #:	

EXHIBIT VIII

EMERALD COAST UTILITIES AUTHORITY  
CONFLICT OF INTEREST DECLARATION FORM  
RFP #: 2023-20  
BANKING SERVICES

\*\*\*\*\*

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

## EXHIBIT VIII

### FISCAL AGENT AGREEMENT FOR EMERALD COAST UTILITIES AUTHORITY

This Fiscal Agent Agreement (hereinafter "Agreement") is made effective as of the \_\_\_\_ day \_\_\_\_\_, 2023, between the **Emerald Coast Utilities Authority** (hereinafter "**ECUA**"), an independent special district created by the Laws of Florida, whose address is 9255 Sturdevant Street, Pensacola, Florida 32514 and \_\_\_\_\_ **Bank**, a banking corporation chartered under the laws of the State of \_\_\_\_\_ and authorized to provide banking services in the State of Florida under its trade name of \_\_\_\_\_ **Bank** (hereinafter referred to as "**Bank**"), whose address is \_\_\_\_\_.

#### WITNESSETH:

**WHEREAS**, **ECUA** has heretofore given notice and published its intention to select a Fiscal Agent and Depository Bank; has issued formal Request for Proposal RFP – Banking Services Number 2023-20 to duly qualified banks; and has evaluated all responsive and responsible proposals and;

**WHEREAS**, the Request for Proposal RFP – Banking Services Number 2023-20 of **ECUA** (**Exhibit A**) which is hereby attested to and recited in its entirety as if set forth herein, sets forth the scope of services required of the Fiscal Agent and Depository Bank and;

**WHEREAS**, receipt by **ECUA** of **Bank's** Response to said Request for Proposal RFP – Banking Services Number 2023-20 (**Exhibit B**) is hereby attested to and recited in its entirety as if set forth herein;

**NOW, THEREFORE**, in consideration of the mutual covenants, promises, and representations herein, the parties hereby agree as follows:

**ECUA** does now hereby select **Bank** as the Fiscal Agent for a sixty (60) month period, said period to begin on October 1, 2023, and ending on September 30, 2028. Upon mutual agreement, in writing, by **ECUA** and **Bank**, this Agreement may be renewed for five (5) twelve (12) month extensions.

**Bank** does now hereby agree that it will provide all services requested of it as Fiscal Agent and that any fees charged for said services must be in accordance with pricing details as set forth in **Bank's** Response to RFP – Banking Services Number 2023-20 (**Exhibit B**). **Bank** reserves the right to negotiate fees with **ECUA** for any other future services that **Bank** may offer **ECUA** not currently covered under this Fiscal Agent Agreement insomuch as said fees are not in conflict with the terms and conditions set forth in the RFP – Banking Services Number 2023-20 **Bank's** Response thereto.

**IT IS FURTHER AGREED AND UNDERSTOOD** that **ECUA** selects, and **Bank** agrees to pay an interest rate of \_\_\_\_\_ on Interest Bearing Accounts of **ECUA** while Fiscal Agent for the term of this Agreement. Furthermore, the **Bank** agrees to credit said earned interest to the accounts of **ECUA** each month.

## EXHIBIT VIII

IT IS FURTHER AGREED AND UNDERSTOOD that **Bank** shall remit an analysis statement with detailed bank activity from the prior month and an invoice to **ECUA** for the activity billed in accordance with the per item charges detailed in **Bank's** Response to RFP – Banking Services Number 2023-20 (**Exhibit B**). Furthermore, **ECUA** shall remit payment of said invoice within 30 days of receipt.

IT IS FURTHER AGREED AND UNDERSTOOD that in the event of a conflict arising between the terms and conditions of **Bank's** RFP – Banking Services Number 2023-20 and the terms and conditions of the associated contracts or other agreements between **ECUA** and **Bank**, **Bank's** response to said RFP – Banking Services Number 2023-20 shall prevail.

IT IS FURTHER AGREED AND UNDERSTOOD that any amendments or modifications to this contract that may subsequently be agreed to by the parties hereto shall only become effective after first being set forth in writing and executed by the duly appointed or authorized representatives of both **ECUA** and **Bank**.

**THIS AGREEMENT** may be terminated by either party with 180 days' written notice to the other party for cause or convenience. In the event of termination by either party as provided herein, **Bank** shall be paid for services provided through the date of termination.

**ANY NOTICE**, payment, or other communication under this Agreement shall be submitted to the following via hand delivery, registered or certified mail, postage prepaid, or electronic mail with the following subject: "Notice RFP – Banking Services Number 2023-20" to the following:

Emerald Coast Utilities Authority  
Attn: Director of Finance  
9255 Sturdevant Street  
Pensacola, FL 32514  
[Justin.smith@ecua.fl.gov](mailto:Justin.smith@ecua.fl.gov)

With a hard copy and an electronic copy provided to:

ECUA General Counsel, Robert O. Beasley  
40 Palafox Place, Suite 300  
Pensacola, FL 32502  
[ROBservice@lawpensacola.com](mailto:ROBservice@lawpensacola.com)

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

**THIS AGREEMENT** shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia, Florida.

## EXHIBIT VIII

**THE PREVAILING PARTY** in any action arising from or relating to this agreement will be entitled to recover all expenses of any nature incurred in any way in connection with the matter, whether incurred before litigation, during litigation, in an appeal, or in connection with enforcement of a judgment, including, but not limited to, attorneys' and experts' fees.

**BANK ACKNOWLEDGES** that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. If **Bank** has questions regarding the application of Chapter 119, Florida Statutes, as to its duty to provide public records relating to this Agreement, contact **ECUA's** Custodian of Public Records by telephone at 850-969-3302, by mail at Public Records Custodian, 9255 Sturdevant Street, Pensacola, Florida 32514, or by email at [publicrecords@ecua.fl.gov](mailto:publicrecords@ecua.fl.gov).

**THIS AGREEMENT** contains the entire agreement between the parties and supersedes all prior oral or written agreements. **Bank** acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements, or warranties, except such as are express herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

**IF ANY TERM** or condition of this Agreement shall be deemed invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

\*\*\*\*\* SIGNATURE PAGE TO FOLLOW \*\*\*\*\*

## EXHIBIT VIII

IN WITNESS THEREOF: The parties hereto have executed this Agreement.

Witnesses for ECUA:

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Printed Name

EMERALD COAST UTILITIES AUTHORITY

\_\_\_\_\_  
Signature

Lois Benson, ECUA Board Chairperson

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

Witnesses for Bank:

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Printed Name

NAME OF BANK

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

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