

EMERALD COAST UTILITIES AUTHORITY

REQUEST FOR PROPOSALS FOR

SANITARY SEWER COLLECTION SYSTEM FLOW MONITORING SERVICES

RFP NO. CC2023-18

**PROPOSALS DUE
THURSDAY, MAY 18, 2023 AT 2:00 P.M., LOCAL TIME**

EMERALD COAST UTILITIES AUTHORITY
P.O. BOX 17089
PENSACOLA, FL 32522-7089

April 2023

TABLE OF CONTENTS

LEGAL ADVERTISEMENT	5
STATEMENT OF NO PROPOSAL.....	6
PART 1 - GENERAL INFORMATION.....	7
1.1 PURPOSE	7
1.2 BACKGROUND	7
1.3 PROPOSAL SCHEDULE	7
1.4 PROPOSAL SUBMISSION.....	8
1.5 SUBSTITUTION OF PERSONNEL.....	8
1.6 CONVICTION OF PUBLIC ENTITY CRIME	8
1.7 PROPOSAL WITHDRAWAL	8
1.8 PROPOSAL AUTHORIZATION	8
1.9 PROPOSAL ERRORS.....	9
1.10 AWARD OF CONTRACT.....	9
1.11 TAXES.....	9
1.12 TERMS	9
1.13 LIST OF PROPOSERS.....	9
1.14 PROPOSAL QUESTIONS	9
1.15 COMPLIANCE WITH SPECIFICATIONS	10
1.16 UNIFORM COMMERCIAL CODE	10
1.17 EXECUTION OF CONTRACT	10
1.18 CONTRACTUAL AGREEMENT	10
1.19 PROTESTS.....	10
1.20 CONTRACTS EXCEEDING ONE (1) YEAR	12
1.21 CONTRACTOR NOT AGENT.....	12
1.22 ASSIGNMENT PROHIBITED	13
1.23 CONDUCT OF PARTICIPANTS.....	13
1.24 BLACKOUT PERIOD	13
1.25 PROPOSAL INFORMALITIES	13
1.26 NON-DISCRIMINATION POLICIES.....	14
1.27 OTHER PROVISIONS.....	14

1.28 NO COLLUSION CLAUSE.....	15
1.29 AUTHORIZED SIGNATOR.....	15
1.30 NON-CONFIDENTIALITY OF PROPOSALS.....	16
1.31 E-VERIFY COMPLIANCE	16
PART 2 - REQUIREMENTS OF VENDOR.....	16
2.1 REQUIRED QUALIFICATIONS OF VENDOR (Unless otherwise approved by ECUA)	16
2.2 CAPACITY AND AVAILABILITY OF VENDOR.....	17
2.3 MINIMUM PROPOSAL	17
PART 3 - SCOPE OF WORK.....	18
3.1 FIELD SERVICES:	18
3.2 HOSTED SOFTWARE SERVICES AND SPECIFICATIONS (NETWORK):	21
3.3 MH LEVEL ALARM.....	23
PART 4 - SELECTION PROCEDURE.....	23
4.1 Minimum Proposal.....	23
4.2 Supplemental Information.....	23
4.3 Evaluation, Selection, and Scoring of RFP	23
PART 5 - PROPOSAL PACKAGE REQUIREMENTS	24
5.1 Proposal Package Format	24
5.2 Use of Subconsultants	25
5.3 Joint Venture Proposal Packages.....	25
5.4 Proposals Shall Be Delivered as Follows:	25
EXHIBIT I PROPOSAL FORM.....	27
EXHIBIT II ADDENDUM RECEIPT ACKNOWLEDGEMENT CERTIFICATION	30
EXHIBIT III EQUAL OPPORTUNITY CLAUSE	31
EXHIBIT IV CERTIFICATION OF NONSEGREGATED FACILITIES	32
EXHIBIT V DRUG-FREE WORKPLACE FORM	33
EXHIBIT VI E-VERIFY STATEMENT OF COMPLIANCE.....	34
EXHIBIT VII REFERENCES	35
EXHIBIT VIII CONFLICT OF INTEREST DECLARATION FORM.....	37
EXHIBIT IX SAMPLE AGREEMENT FOR FLOW MONITORING SERVICES	38

EXHIBIT IX TASK ORDER..... 44

EXHIBIT IX RISK MANAGEMENT POLICY AND STANDARDS..... 46

LEGAL ADVERTISEMENT

REQUEST FOR PROPOSALS

PROPOSAL NUMBER: RFP CC2023-18

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 **Thursday, May 18, 2023 at 2:00 p.m. local time** for the following:

Sanitary Sewer Collections System Flow Monitoring 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, on the website at www.ecua.fl.gov/bid-opportunities or on BidNet Direct at www.bidnetdirect.com/florida/emeraldcoastutilitiesauthority.

Sealed proposal packages for vendors interested in proposing to provide Sanitary Sewer Collection System Flow Monitoring Services will be received in the office of the Purchasing and Stores Division, Emerald Coast Utilities Authority, located in the Emergency Operations Support Addition, 9255 Sturdevant Street, Ellyson Industrial Park, Pensacola, Florida 32514, until 2:00 p.m., local time, Thursday, May 18, 2023 at which time bids submitted will be publicly opened and read aloud in Room 2202, Finance Conference Room. Packages received after 2:00 p.m., local time, **Thursday, May 18, 2023**, will be returned unopened. ECUA reserves the right to reject any and all packages and re-advertise.

Proposal must be clearly marked on the envelope:

PROPOSAL: Sanitary Sewer Collection System Flow Monitoring Services

PROPOSAL NUMBER: RFP CC2023-18

Proposed Advertising Date: April 13, 2023

**Emerald Coast Utilities Authority
Purchasing and Stores Division
9255 Sturdevant Street
Pensacola, Florida 32514-7038
850-969-3500**

STATEMENT OF NO PROPOSAL

If you **do not** intend to submit a proposal on this commodity/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 submit a proposal on requested commodity/service RFP CC2023-18 Sanitary Sewer Collections System Flow Monitoring 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 Proposal.
- _____ We do not offer this product or 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 Division (850-969-3384) Attention: Paul R. Nobles or emailed to paul.nobles@ecua.fl.gov

PART 1 - GENERAL INFORMATION

1.1 PURPOSE

The purpose of this Request for Proposal (RFP) is to receive comprehensive proposals from vendors for full service sanitary sewer collections system flow monitoring and rain gauge monitoring as Emerald Coast Utilities Authority (ECUA) has outlined herein.

The intended result of this RFP is to choose one vendor to provide complete monitoring of the ECUA sanitary sewer collection system including annual and monthly reports.

1.2 BACKGROUND

The Emerald Coast Utilities Authority (ECUA) is an independent special district of the State of Florida. ECUA has the responsibility to collect, transport, and treat sanitary sewage throughout Escambia County including Perdido Key and Pensacola Beach, excluding the northern area near Century. ECUA maintains over 950 miles of gravity sewer lines, 19,000 manholes, more than 380 lift stations, and three water reclamation facilities.

The sewer system serves a population of approximately 200,000 residents with the permitted capacity to treat an average daily flow of 33.1 million gallons per day. ECUA remains under a Consent Decree for the entire system issued by FDEP in 2012 and amended in 2019.

1.3 PROPOSAL SCHEDULE

The following schedule is proposed. This schedule is subject to change or adjustment at the discretion of ECUA.

EVENT	DATE/TIME
Release of RFP	April 13, 2023
Deadline for Questions/Request for Clarifications	* April 26, 2023 12:00 pm central time
Estimated issuance of Addendum: Questions Answered	* April 28, 2023 4:00 pm central time
Proposal Due Date/Time (Deadline)	* May 18, 2023 2:00 pm central time
Recommendation to Citizens' Advisory Committee/Board of Directors	** June 20, 2023
Anticipated Contract Approval/Award	** June 27, 2023
Effective Date of Contract(s)	July 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.

1.4 PROPOSAL SUBMISSION

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)**. Proposals must be in the possession of the Emerald Coast Utilities Authority Purchasing and Stores Division to be considered. Proposals may be mailed or delivered to the Purchasing and Stores Division at 9255 Sturdevant Street, Ellyson Industrial Park, Pensacola, Florida, 32514, in a sealed envelope clearly marked with the proposal name, time and date of the opening. Regardless of the method of delivery, each proposer shall be responsible for his/her proposal(s) being delivered on time, as the Emerald Coast Utilities Authority assumes no responsibility for same. Proposals offered or received after the time set for the proposal opening will be rejected and returned unopened to the proposer.

1.5 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.

1.6 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.

1.7 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.

1.8 PROPOSAL AUTHORIZATION

All proposals must be submitted as outlined in Section 3.0 (Proposal Response Requirements) under the Scope of Services for Sanitary Sewer Collections System Flow Monitoring 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.

1.9 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 govern.

1.10 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.

1.11 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.

1.12 TERMS

Minimum terms will be net 30 (30 days after receipt of material/service) once required submissions are reviewed.

1.13 LIST OF PROPOSERS

The List of Proposers will be posted for review by interested parties in the Purchasing and Stores Division, 9255 Sturdevant Street, Pensacola, FL on or about **May 18, 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 and BidNet direct at www.bidnetdirect.com/florida/emeraldcoastutilitiesauthority.

1.14 PROPOSAL QUESTIONS

All questions concerning the specifications, requests for additional information, or proposal submission procedures can be emailed to the Purchasing and Stores Division Sole Point of Contact (POC) (as listed below) by **April 26, 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 proposal requirements.

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

1.15 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.

1.16 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.

1.17 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, bidder, and supplier.

1.18 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, 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.

1.19 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 proposer of the rejection. Notice of protest of the award or intended award of a purchase order or contract to the highest ranking proposer 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 proposer other than the highest ranking proposer 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.

1.20 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.

1.21 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.

1.22 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.

1.23 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.

1.24 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.

1.25 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.

1.26 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.

1.27 OTHER PROVISIONS

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT ECUA'S CUSTODIAN OF PUBLIC RECORDS AT 850-969-3302, BY EMAIL AT [AMANDA](#).

MILLER@ECUA.FL.GOV, OR BY MAIL AT 9255 STURDEVANT STREET, PENSACOLA, FLORIDA 32514.

1.28 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.

1.29 AUTHORIZED SIGNATOR

The person submitting the proposal should indicate the extent of authorization by him or her to make a valid signature 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.

1.30 NON-CONFIDENTIALITY OF PROPOSALS

ECUA does not warrant the confidentiality of proposals submitted in response to this Request for Proposals. All proposals are subject to Florida's public records law. Proposers requiring confidentiality should not submit.

RFP List of Proposers will be posted for review by interested parties on the ECUA Website, www.ecua.fl.gov on or about **May 18, 2023**. It will also be posted for review in the Purchasing Section at ECUA, 9255 Sturdevant Street, (Ellyson Industrial Park) on or about **May 18, 2023**, and will remain posted for seventy-two (72) hours, excluding weekends and holidays.

1.31 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.

PART 2 - REQUIREMENTS OF VENDOR

2.1 REQUIRED QUALIFICATIONS OF VENDOR (Unless otherwise approved by ECUA)

- A. The Vendor shall have a minimum of five (5) years of continuous experience installing, maintaining, and monitoring the flow monitoring system proposed in similar conditions.
- B. The Vendor shall employ staff having a minimum of three (3) years of continuous experience installing, maintaining, and monitoring the system proposed and that has successfully performed these duties in similar conditions.
- C. A field staff member meeting these requirements shall be onsite during all installation and maintenance work and the Vendor shall provide crews experienced using the products proposed in similar conditions.
- D. Provide documents showing the experience qualifications of Vendor required above.

- E. Provide documents showing the experience qualifications of key staff and roles they will serve including project managers, engineers, data managers, and maintenance field personnel required above.
- F. Provide a project summary of a minimum of five (5) similar projects that clearly states:
 - 1. The project name
 - 2. A brief description of the project and equipment used
 - 3. Location and client
 - 4. Dates of service and status
 - 5. The Vendor's role on the project
 - 6. The Vendor's project manager and key team members that were involved on the project
 - 7. Provide a name, current telephone number and email address of a client contact person relative to each project
 - 8. Contract costs for each project.
 - 9. Has there been any litigation related to the Vendor or Officers of the Vendor?
- G. The above information is to clearly show cumulatively at least 90 flow monitors and 20 rain gauges (or a total of 100 devices) were installed at the same time for at least 12 months.

2.2 CAPACITY AND AVAILABILITY OF VENDOR

- A. The Vendor must be able to have the capacity and availability to meet ECUA's needs described above. This is to include:
 - 1. Ability to supply materials and install within 30 days of notice of award to demonstrate that ECUA's needs will be met.
 - 2. Materials relating to the equipment to be provided are shown to meet the needs described in the proposal.
 - 3. Actual prices of goods and services, as well as pricing methods and flexibility offered by a proposer for use in negotiation of a resulting contract.
 - 4. After a proposal is selected, ECUA expects to negotiate the details of work to be performed based upon the proposal and ECUA's needs and appropriate pricing of selected tasks.

2.3 MINIMUM PROPOSAL

- A. Vendors must be licensed in the State of Florida pursuant to the applicable provisions of Florida Statutes.
- B. Firms must be able to meet the insurance requirements outlined in the enclosed "ECUA Risk Management Policy and Standards for Agreements, Contracts and Leases."
- C. A person or affiliate of a firm responding to this RFP who has been placed on the convicted vendor list following conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, and may not transact business with any public entity in excess of the

threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

PART 3 - SCOPE OF WORK

3.1 FIELD SERVICES:

- A. Restore Current/Previous Flow monitors and Rain Gauges Data
 - 1. ECUA has fourteen (14) flow monitors and four (4) rain gauges currently installed. These are ADS Triton+ 4G flow monitors and ADS Rain Alert III Tipping Bucket 4G rain gauges.
 - 2. Vendor must describe how they will coordinate with ADS to replace existing equipment owned by ADS for transition of services on or after June 30, 2023.
 - 3. Vendor to install, operate, confirm and provide finalized data for sites over an internet based dynamic portal that allows querying and plotting of custom site data.
 - 4. The Vendor shall provide all labor and supply all equipment and other materials to be used for this project for the fees listed on the Pricing Form for the duration of the contract.
- B. All Flow Monitoring and Rain Gauge Equipment to Meet These Minimum Specifications:
 - 1. The Vendor shall be responsible for the communication fees needed for the Flow Monitors, Manhole Level Alarm Sensors, and Rain Gauges.
 - 2. All equipment provided shall be suitable for the installed monitoring site location.
 - 3. Vendor to retain ownership of equipment
 - 4. Class 1, and Division 1 Intrinsically Safe (IS) certification as recommended by the NFPC-820 (National Fire Protection Code).
 - 5. FCC Part 15 and Part 68 compliant.
 - 6. Communicate using wireless technology to keep current with systems available for transmitting data.
 - 7. Temperature operating range to be minimum 0 degrees to 140 degrees Fahrenheit.
 - 8. All equipment to be compatible with full monitoring system.
 - 9. Two-way communications for remote diagnostics.
 - 10. The flow monitoring equipment shall meet the following specifications:
 - a. Each flow monitor, to have a bottom mounted redundant combination sensor with an ultrasonic depth, a pressure depth, and velocity measurements.
 - b. The installation ring and other hardware necessary to complete the installation shall be provided.
 - c. Mount equipment permanently inside to the manhole rim with brackets. This is for easy reuse and move to a different manhole to not leave a damaged manhole when relocating equipment.
 - d. To operate within highly corrosive sewage environment including high levels of H₂S gas.

- e. Produce 5-minute flow data
 - f. Produce 5-minute level data
 - g. Produce and submit QA/QC flow data
 - h. Collect 5-minute rainfall data
 - i. Provide temporary flow monitoring services, where requested
 - j. Provide long-term flow monitoring services
 - k. Compatible with and without surcharged environment
 - l. A range of equipment to meet various flow pattern needs of system through operating limits
 - m. To be on a battery system and the battery system to last approximately 6 months at a five (5) minute data collection rate and over one (1) year at (15) minute data collection rate.
 - n. Minimum accuracy of the devices shall be as follows:
 - 1) Level:
 - a) Submerged AV Sensor: ± 0.01 ft up to 10 ft vertical by differential pressure transducer, or $\pm 2.1\%$ of reading. However, monitoring manhole depths may range up to 40-feet.
 - c) Non-Contact Sensor: $\pm 1\%$, or ± 0.1 in
 - 2) Velocity:
 - a) Submerged AV Sensor: ± 0.1 ft/s from -5 to 5 ft/s, and $\pm 2\%$ of reading from 5 to 20 ft/s
 - b) Non-Contact Sensor: $\pm 0.5\%$, or ± 0.1 ft/s
11. Rain gauge equipment shall meet the following specifications:
- a. Rain Gauges shall be of the 8" diameter tipping bucket Variety with increments of 0.01-inch per tip.
 - b. 2-Conductor 22 AWG wire connection to tipping bucket.
- C. Maintenance For All Systems:
- 1. Respond to maintenance alerts, malfunction alerts, or loss of signal within 7 days to minimize data gaps.
 - 2. All flow meters shall have two (2) onsite manual calibration checks for depth and velocity during the first month of installation. All rain gauges shall have two (2) onsite manual checks during the first month of installation. The first onsite manual calibration checks will occur during flow meter or rain gauge installation. This information shall be recorded and submitted to ECUA. After the first month, Vendor may utilize the wireless data transfer results and real-time access to monitor the locations, and request permission from ECUA to reduce maintenance frequency and manual checks onsite to once per month at a maximum for non-problematic sites, but weekly data interrogations, reviews and necessary maintenance must be maintained to ensure data quality. For problematic sites as determined by ECUA, Vendor shall check and maintain each site as often as necessary in order to maintain proper operation of monitoring equipment as determined by ECUA for the duration of the contract.
 - 3. Vendor shall also submit monthly summary maintenance forms to ECUA for all flow meter and rain gauge sites confirming maintenance checks and when performed, noting meter and gauge performance, summarizing results in both graphical and tabular format, and listing any issues or problems incurred.

Maintenance form PDF submittals shall be organized alphabetically by site name and made Text searchable. Vendor shall provide a sample site maintenance form with this proposal (both flow meter and rain gauge). Manual checks shall be fully documented on field forms and shall include the following at a minimum:

a. Flow Meters and Level Sensors

- 1) Calibration checks using manual depth and real-time meter readings. Maintenance forms shall include both readings. Calibration measurements shall be taken as close to the sensor as practicable without interference from the sensor itself and not in the manhole channel area.
- 2) Vendor shall take immediate corrective action to address differences in metered and observed depths and document what actions are taken. Depending on the magnitude of the depth differences, one of the following corrective actions shall be taken:
 - a) If the manually measured depth and monitored depth differ by less than or equal to 1 inch, Vendor will document calibration differences and will report this to ECUA. Vendor will continue to monitor depth differences closely to determine if sensor drifting is occurring and will document this as part of the periodic calibration checks. If the difference in measured flow is persistent during following site visits, adjustment should be made and flow re-calculated.
 - b) If the manually measured depth and monitored depth differ by more than 1 inch and this cannot be corrected with sensor scrubbing or desiccant replacement, the Vendor will re-calibrate or replace the depth sensor at the time this observation is made. Once corrective actions are taken the depth calibration shall be repeated and documented to confirm accuracy. Vendor shall document all observed measurements, corrective action measures taken, and post-corrective action calibration results.
- 3) Calibration checks using a portable velocity meter and appropriate profiling technique to manually measure the average velocity and compare to a real-time meter reading. Vendor shall document the details and results of profile-based measurements, the manually measured average velocity and the corresponding real-time meter velocity. Vendor shall take immediate corrective action to address differences in metered and observed velocities and document what actions are taken, including sensor replacement.
- 4) Desiccant condition check and replacements when necessary.
- 5) Battery voltage check and replacements when necessary.
- 6) Condition of sensor probes and cleaning/re-alignment/replacement when necessary.
- 7) Notation of date, time of day and weather conditions (including temperature) when maintenance is conducted.

- b. Rain Gauges
 - 1) Inspection and cleaning of tipping bucket and protective screens. Any observed debris shall be noted and photographed prior to removal.
 - 2) Notations of any tips that occur while maintenance is being performed.
 - 3) Re-leveling of rain gauge if required and notations that this was done.
 - 4) Battery voltage check and replacement as necessary.
 - 5) Notation of date, time of day and weather conditions (including temperature) when maintenance is conducted.
- D. Move, Adjust, or Add Elements to the Flow Monitoring System as Requested and is Practicable.
 - 1. Evaluate monitoring program with ECUA and assess existing data and Flow monitoring locations and note any deficiencies to discuss with ECUA. Pump station run times wet vs. dry to be included in the materials to review (provided by ECUA).
 - 2. Assist in identifying critical areas (environmental, growth, capacity limited, etc.).
 - 3. Review specific target areas and recommend additional locations and equipment needed, obtain approval from ECUA.
 - 4. Review of SSO locations in gravity system to see if additional flow monitoring needed (ECUA to provided location map).

3.2 HOSTED SOFTWARE SERVICES AND SPECIFICATIONS (NETWORK):

- A. The Vendor shall perform all work in accordance with standards and practices adopted by ECUA or better.
- B. ECUA to have electronic access to the data and website through Microsoft Edge or Google Chrome.
- C. Provide labor, expertise and knowledge, and parts necessary to operate and maintain the NETWORK of flow monitors and rain gauges performing with a system data uptime level of 95% or better for each meter and gauge per month for remotely gathered data. For SITES with limited or no cell coverage, Vendor shall maintain system uptime level of 60% or better. Uptime is defined as the availability of a valid Q (flow rate) measurement for a flow monitor. No monthly charges shall be made for data when QA/QC'd flow data is not submitted within 60 days or when data does not meet the uptime requirement.
- D. Designate a project manager to serve as primary contact with ECUA.
- E. Designate a technical advisor to review and approve the data quality of the monthly submittals and respond to ECUA's requests for data quality inquiries.
- F. Keep confidential all records.
- G. Collect data from the network on at least a daily basis, or on demand as needed.
- H. Provide additional data collection at the request of ECUA.
- I. Relocate monitors when requested by ECUA.
- J. Remove and reinstall flow monitors at the direction of ECUA.
- K. Maintain records in accordance with ECUA's request.
- L. Provide additional services at the request of ECUA.

- M. Facilitate monthly teleconference meetings scheduled by ECUA, which will be attended by, at a minimum, the project manager and technical advisor to discuss the financial status of the project, review the technical data observations of the monthly submittals, and address inquiries submitted by ECUA.
- N. The Vendor shall provide installation sheets with schematic drawing representing the general location of each site including (at a minimum) the following information at the time of installation: Site coordinates; manhole depth; pipe sizes; photographs of site conditions (including overall site layout); plan view; upstream flow conditions and downstream flow conditions; and measured flow properties (i.e. velocity and depth recordings)
- O. Vendor shall provide flow monitoring and rain gauge equipment that includes wireless data transfer capabilities to a secure and dedicated project server that is accessible via the internet for ECUA and supporting Vendor(s). A website API must be available for real-time data access. Raw and final data, when completed, shall be posted for all monitor and rain gauge sites to the dedicated project server. Monthly raw and final data including date/time, depth, velocity, flow and corresponding rain shall be posted on the server capable of exporting in CSV (comma-separated values) file or access database format with each site file labeled by the unique site ID coordinated by the AMP Team. Final QA/QC'd data and corresponding raw data shall be supplied no later than the 28th of the following month. All adjustments to the raw data must be documented and submitted to ECUA upon request.
- P. No less than once per day, the Vendor shall interrogate each flow meter, manhole level alarm, and rain gauge (either remotely or onsite) and run checks to ensure the equipment is functioning properly. See Maintenance Section above for further requirements.
- Q. Reports based on collected field information:
 - 1. Provide a monthly electronic deliverable by the 28th of each month that includes the following information for the previous month:
 - 1) For each flow monitor and rain gauge provide monthly electronic deliverable by the 28th of each month that includes all raw and final QA/QC'd data.
 - 2) Monthly rainfall/rain gauge summaries which include rain gauge analysis and rain gauge performance.
 - 3) Maintenance records and unusual conditions observed for the report period
 - 2. Annual reports describing findings of previous years to specific deliverable requirements. The reporting shall include pre- and post-flow monitoring evaluations to document conditions and changes related to ongoing and future sanitary sewer rehabilitation projects.
 - 3. If data suggests pipe system improvement actions are appropriate then recommend actions for basin improvements.
 - 4. Provide a yearly Capacity and Wet Weather report.

3.3 MH LEVEL ALARM

- A. Equipment to measure and record the water level in the manhole shall be provided as directed and agreed upon. The equipment shall be capable of sending alarms for High level (at set depth below rim); High-High level (at MH rim to designate the start of an SSO); return to High-High level; and return to High level. The equipment shall be installed inside the manhole or on the bottom of the manhole cover and capable of recording depths of up to 28-feet. The equipment shall be suitable for the environment and shall withstand submergence during High-High level conditions. The equipment provided shall send real time alarms via email during all alarm conditions for to up to twenty (20) email addresses. Where cell coverage or Wi-Fi signal prevent level alarming or data collection, Vendor shall coordinate with the ECUA.

PART 4 - SELECTION PROCEDURE

4.1 Minimum Proposal

Proposal packages will be reviewed for compliance with minimum proposal. Any firm unable to meet the minimum proposal requirements outlined in this RFP will not be recommended.

4.2 Supplemental Information

ECUA may make inquiries and request additional information on an individual basis to discuss the RFP responses, obtain supplemental information, and answer any questions in order to adequately evaluate all proposal packages. These inquiries may be in writing, via telephone, e-mail, FAX, or in person. Although ECUA does not anticipate requiring any presentations at the present time, it may require them, if necessary. Any such presentations or inquiries in person will take place at ECUA's offices in Pensacola, Florida.

4.3 Evaluation, Selection, and Scoring of RFP

An Evaluation Team consisting of ECUA staff members appointed by ECUA's Executive Director will evaluate all proposal packages. The Evaluation Team will then forward all proposal packages to the Executive Director along with its comments. Thereafter, the Executive Director shall consider all proposal packages and make a recommendation to the ECUA Board for action.

Criteria and scoring to be used in the evaluation process include the following:

Criteria	Points
Proposal Presentation – The information is presented in a clear, logical manner and is well organized. All required information was provided.	5 points
Required Qualifications of Vendor – How the qualifications and experience of the Vendor and key individuals meet the needs of ECUA.	20 points
Field Services – Equipment and field staff, including compliance with requirements and specifications, innovative offerings, services offered, maintenance, and other related matters.	15 points
Hosted Software and Specifications – How the software meets the specifications and needs of ECUA.	15 points
Professional Evaluations of Monitoring Program – The ability of the professional team to provide required annual reports as described, assess existing program, recommend modifications to the monitoring to achieve ECUA goals and objectives.	15 points
Capacity and Availability – The vendor has the size, resources, and commitment to provide timely services based on ECUA's needs.	10 points
Reference – Responses from a minimum of three (3) of the five (5) references submitted with the proposal, or if known to ECUA.	10 points
Pricing – Appropriateness and flexibility of pricing arrangements.	10 points

If negotiations fail for any reason, including price, ECUA may choose to negotiate with other vendors to obtain an appropriate contract for needed services.

PART 5 - PROPOSAL PACKAGE REQUIREMENTS

5.1 Proposal Package Format

Proposal packages **shall be limited to thirty (30) pages (double sided and page count does not include the required Exhibits)**. Be clear, concise and organized in a manner that will facilitate review and evaluation. Ornamental bindings and promotional material within the RFP are not necessary nor desired. Proposal packages should include the following information in the general order shown:

- A. Letter of Transmittal - signed by a company official with the power to bind the company in its proposal package.
- B. Introduction of the Vendor - may include a brief history, current size, organizational structure, office location(s), etc.
- C. Qualifications of the Vendor – all documentation requested regarding capabilities and staff previously identified. Can include organizational chart of the team with responsibilities.
- D. Understanding of Proposed Services - a brief narrative outlining the Vendor's understanding of the services to be rendered and work plan to provide those services.
- E. Capacity of Vendor documentation and verification of required experience as well as availability to provide services as requested.

- F. References
- G. Insurance - include a copy of your "Insurance Certificate(s)" per the requirements in the "ECUA Risk Management Policy and Standards for Agreements, Contracts, and Leases" (General Liability, Automobile, Workers' Compensation and Professional Liability), and a statement, if necessary, concerning any exceptions taken to insurance minimums.
- H. Pricing
- I. Additional Pertinent Information

5.2 Use of Subconsultants

Proposal packages should clearly indicate the firm's principal staff responsible for various categories of services and which, if any, of the services may involve the use of subconsultants. Any subconsultants so noted must be clearly indicated and all appropriate information included in the Project Team sections of the RFP.

5.3 Joint Venture Proposal Packages

Given the nature of the anticipated scope of work, proposal packages submitted as a joint venture consisting of two or more firms are not desired.

5.4 Proposals Shall Be Delivered as Follows:

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

DELIVER the PROPOSAL package to:

ECUA – PURCHASING & STORES DIVISION 9255 STURDEVANT STREET PENSACOLA, FLORIDA 32514
--

- B. The front lower left corner of each envelope/container shall contain the following information for proper identification:

ANNOTATE EACH SEALED PACKAGE WITH THE FOLLOWING
INFORMATION:

<u>PROPOSAL</u> RFP No. CC2023-18 SANITARY SEWER COLLECTIONS SYSTEM FLOW MONITORING SERVICES DUE NO LATER THAN: MAY 18, 2023 by 2:00PM (local time) Firms' Name & Address

- Include name and address of the Proposer/Respondent.
- Number each sealed package sequentially if needed.

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

<p style="text-align: center;">LATE PROPOSALS WILL NOT BE ACCEPTED OR CONSIDERED FOR SELECTION</p>

D. All proposals must be in writing. Non-responsive proposals may not be considered. The signer of the proposal must declare that the proposal is in all respects fair and in good faith without collusion or fraud and that the signer of the proposal has the authority to bind the Proposer.

ECUA shall not be liable for any costs incurred by a Proposer prior to entering into a contract. Therefore, all Proposers are encouraged to provide a simple, straightforward, and concise description of their ability to meet the Scope of Services requirements.

EXHIBIT I

EMERALD COAST UTILITIES AUTHORITY
RFP NUMBER CC2023-18
SANITARY SEWER COLLECTIONS SYSTEM FLOW MONITORING 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.

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

**ENGINEER'S ESTIMATE OF QUANTITIES - APPROXIMATE ONLY BASE
PROPOSAL**

Item	Description	Quantity	Units	Unit Price	Amount
1	Monthly Comprehensive Service, Data Analysis and Reporting; includes: Field visits, comprehensive maintenance (all spare parts, sensor and battery replacement) for 14 flow monitors and 4 rain gauges	12	MO		
2	Engineering Analysis Annual Report	1	EA		
3	Evaluate system and discuss potential additions and alterations to monitoring locations.	100	HR		
4	Specific Area Analysis as requested (optional)	300	HR		
5	Additional Flow Monitor (optional)	4	EA		
6	Additional Rain Gauge (optional)	2	EA		

EXHIBIT I

Item	Description	Quantity	Units	Unit Price	Amount
7	MH Liquid Level Monitors or approved alternative (optional)	10	EA		
8	Relocate Flow Monitor (optional)	50	EA		
9	Relocate rain gauge (optional)	10	EA		
10	Monthly Comprehensive Service, Data Analysis and Reporting for added flow monitor; includes: Field visits, comprehensive maintenance (all spare parts, sensor and battery replacement) for added flow monitors per each	12	MO		
11	Monthly Comprehensive Service, Data Analysis and Reporting for added rain gauge; includes: Field visits, comprehensive maintenance (all spare parts, sensor and battery replacement) for added rain gauge per each	12	MO		
12	Monthly Comprehensive Service, Data Analysis and Reporting for added MH Level Monitor; includes: Field visits, comprehensive maintenance (all spare parts, sensor and battery replacement) for added monitor per each	12	MO		
13	Bonds (\$15 per \$1,000 of work over \$100,000)	1	EA	\$ 15.00	

TOTAL PROPOSAL AMOUNT \$ _____

(Total Proposal Amount Written in Words)

The proposer shall denote in attached pages all proposed flow monitoring, rain gauge, and hosted software products needed.

NOTE: The quantities listed in the Proposal Form are for determining best value proposal. Additional desired services, in no way represent the quantities to be performed in this annual contract. If the unit price bid is considered too costly by the Owner, the Owner may use other resources to perform that item. This contract is to enhance the Owner's forces and does not give the Contractor exclusive right to perform the work listed above. The scope of work provided in the project manual is to be reflected in the unit price bids above.

EXHIBIT I

Exceptions:

Specifications Yes _____ No _____

Instructions to Proposers Yes _____ No _____

General Provisions Yes _____ No _____

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.

Signature

Date

Name & Title of Signer

EXHIBIT IV

CERTIFICATION OF NONSEGREGATED FACILITIES

By the submission of this bid, the bidder, 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, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, creed/religion, national origin, age, marital status, or veteran status because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts or purchase orders exceeding \$10,000; that he will retain such certifications in his files and make them available to the Emerald Coast Utilities Authority upon request.

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

Signature

Date

Name & Title of Signer

EXHIBIT V

DRUG-FREE WORKPLACE FORM

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

(Name of Business)

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

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

Bidder's Signature

Date

Company: _____

Bid/RFP/PO: RFP CC2023-18

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 CC2023-18

EXHIBIT VII

REFERENCES

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

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

EXHIBIT VII

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

EXHIBIT VIII

EMERALD COAST UTILITIES AUTHORITY
CONFLICT OF INTEREST DECLARATION FORM
RFP #: CC2023-18

SANITARY SEWER COLLECTIONS SYSTEM FLOW MONITORING 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 IX

AGREEMENT FOR FLOW MONITORING SERVICES

This Agreement For Flow Monitoring Services (hereinafter “Agreement”) is made and entered into as of this ____ day of _____, 2023, by and between the Emerald Coast Utilities Authority, an independent special district created by the Laws of Florida, (hereinafter “ECUA”) with administrative offices located at 9255 Sturdevant Street, Pensacola, Florida 32514, and _____, a private, for-profit entity which provides flow monitoring services (hereinafter “Vendor”), with administrative offices located at _____ (each at times also being referred to as a “Party” or collectively as “Parties”).

WITNESSETH:

WHEREAS ECUA provides water, wastewater, solid waste and recyclables collection, and recycling processing services (hereinafter collectively referred to as “Utilities”) in or around Escambia and/or Santa Rosa Counties, Florida; and

WHEREAS ECUA desires flow monitoring services to assist it in more efficiently delivering the services of one or more of its Utilities; and

WHEREAS ECUA has engaged in a competitive proposal process with Vendor; and

WHEREAS the Parties desire to clarify the terms and conditions under which Vendor may deliver flow monitoring services to ECUA.

NOW THEREFORE in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Recitals. The recitals contained in the preamble to this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. This Agreement shall be from the date identified above continuing for one calendar year with a possibility of three (3) one (1) year renewals, and during that term ECUA may call upon Vendor to perform services with such frequency as ECUA decides, in its sole discretion, by way of ECUA’s issuance of a Task Order, which will delineate both the services to be provided and the fees therefore for each particular tasking. This Agreement shall thus apply to and govern any Task Order issued by ECUA to Vendor during the contract term, and shall remain in effect through the final completion of the tasks contemplated in the Task Order(s) issued.

EXHIBIT IX

3. Task Order for services to be provided. The flow monitoring and related services to be provided to ECUA by Vendor shall be of the specified nature outlined in any number of separately issued Task Order(s), the form of which is attached hereto as **Exhibit X**. Once issued, each Task Order may only be amended by the Parties by way of a written agreement signed by both ECUA's Representative and an individual having authority to bind Vendor and executed with the same formality as this Agreement. Each Task Order shall be supplemental to this Agreement and construed in harmony therewith; however, to the extent they directly conflict, the Task Order shall take precedence.

4. Standard of Care. The standard of care applicable to Vendor's flow monitoring and related services provided pursuant to this Agreement will be the degree of skill, care, and diligence normally displayed by competent and prudent vendors or consultants performing the same or similar services as that detailed within the Task Order, at the time Vendor performs those services. All services provided under this Agreement shall be provided by qualified staff, as submitted in proposal and other professionals and individuals equally skilled in other technical disciplines, as appropriate. Moreover, flow monitoring services, reports, and other services provided under this Agreement will conform to all codes and regulations applicable to the Scope of Work described in the Proposal, at the time the services are performed, including but not limited to the ECUA Engineering Manual in effect at the time each particular Task Order is issued. In addition to any other remedies available to ECUA, Vendor will re-perform, at no additional cost to ECUA, any services, reports or related services not meeting the standard or requirements articulated within this paragraph.

5. Construction Progress Payments. Recommendations by Vendor to ECUA for periodic construction progress payments to the vendor(s) performing work described within the Scope of Work and assigned via Task Order will be based upon Vendor's knowledge and information from flow monitoring data collection and reports provided to ECUA. Monthly invoices for services provided via Task Orders.

6. Vendor's Responsibility and Status as Independent Contractor; Subcontracts. Vendor is responsible for the professional quality, technical accuracy, timely completion, and the coordination of all data collection, reports, and other services provided under this Agreement. Vendor acknowledges and represents that it is an independent contractor and will perform services for ECUA pursuant to each Task Order as an independent contractor and not as an agent or

EXHIBIT IX

employee of ECUA. Vendor shall be responsible for directing the endeavors of its personnel in providing the services called for under this Agreement, and Vendor shall control the means and methods of the work performed by its personnel pursuant to this Agreement. Vendor may also retain such other subconsultants and/or subcontractors as it may deem necessary or desirable to perform the services called for under this Agreement, and Vendor shall be responsible for the management of its subcontractors and subconsultants.

7. Compensation to Vendor.

(a) Flow Monitoring. ECUA will compensate Vendor for work performed in accordance with the applicable issued Task Order.

(b) Travel Expenses. Should any Task Order require Vendor to travel, all such travel expenses shall be deemed negligible and part of the Scope of Work and each Task Order. No additional payment shall be made for travel expenses.

(c) Sub-Consultant and Other Non-Travel Expenses. The Parties acknowledge and understand that a Task Order may require Vendor to retain one or more Sub-Consultants in order to perform the work called for under that Task Order. If Vendor believes it will be necessary to retain a SubConsultant in order to accomplish any tasks included within the Task Order, it shall obtain ECUA's written authorization to do so. Any billings for Sub-Consultants or any other cost external to Vendor's office shall be subject to a markup by Vendor of no more than five percent (5%).

8. Terms of Payment. Vendor may submit invoices to ECUA for work that it has performed no more frequently than once per month. Each invoice will be accompanied by supporting documentation. ECUA shall tender payment within forty five (45) days of receipt of an invoice from Vendor, unless it provides written notice to Vendor of any sum which is disputed.

9. Vendor's Insurance Requirements. The ECUA Risk Management Policy and Standards for Agreements, Contracts, and Leases, consisting of nine (9) pages, which is included as referenced in (the "Risk Management Policy") is hereby incorporated into this Agreement and made a part thereof as fully as if set forth herein verbatim. Vendor shall deliver an ACORD to ECUA verifying the presence of insurance which, at a minimum, conforms to the requirements articulated in Exhibit XI and which identifies ECUA as a certificate holder/additional insured on said policy.

EXHIBIT IX

10. Indemnity Requirements. Vendor shall indemnify and hold harmless ECUA, and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Vendor and other persons employed or utilized by Vendor in the performance of any work performed pursuant to this Agreement.

11. Termination. ECUA may terminate the Agreement, with or without cause, upon seven (7) days written notice. Vendor may terminate the contract by providing thirty (30) days written notice that no new individual Task Order will be accepted. In the event of Termination, Vendor shall provide such services as ECUA may request in order to complete projects or phases of projects previously identified by a Task Order, and any such services shall be performed in accordance with the terms and conditions of this Agreement.

12. Form of Reports Produced. Any final reports submitted by Vendor pursuant to this Agreement shall be presented to ECUA in accordance with Scope of Work. Upon submittal by Vendor, the Parties acknowledge and understand that such reports and other documents shall become public records, absent the application of a specific statutory exemption.

13. Records. The Parties acknowledge 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, as amended. In the event Vendor fails to abide by the provisions of Chapter 119, Florida Statutes, ECUA shall give written notice of the alleged violation of Chapter 119 and seven (7) calendar days to cure the alleged violation. If the alleged violation has not been cured at the end of that time period, ECUA may terminate this Agreement for cause.

Vendor further agrees to:

- (a) Keep and maintain public records required to perform services under this Agreement.
- (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, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law during the

EXHIBIT IX

term of this Agreement and following completion of the Agreement if the Vendor does not transfer the records to ECUA.

(d) Upon completion of the Agreement, transfer, at no cost, to ECUA all public records in possession of the Vendor or keep and maintain public records required by the Vendor to perform the services under this Agreement. If the Vendor transfers all public records to ECUA upon completion of the Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Agreement, the Vendor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to ECUA, upon request from the ECUA's custodian of public records, in a format that is compatible with the information technology systems of ECUA.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT ECUA'S CUSTODIAN OF PUBLIC RECORDS AT 850-969-3300, AMANDA.MILLER@ECUA.FL.GOV AND "PUBLIC RECORDS CUSTODIAN," 9255 STURDEVANT STREET, PENSACOLA, FLORIDA 32514.

16. Third Party Beneficiaries. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions or any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal damages pursuant to the terms or provisions of this Agreement.

17. Successors. This Agreement is binding on the successors and assigns of Vendor and ECUA. However, this Agreement may not be assigned, in whole or in part, to any third parties without the written consent of both Vendor and ECUA, and such consent shall not be unreasonably withheld.

18. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue for any matter which is the subject of this Agreement shall lie in Escambia County, Florida.

EXHIBIT IX

19. Dispute Resolution. The Parties agree that in the event of any dispute or claim relating to, arising out of, or interpreting this Agreement arises, all such disputes or claims shall be fully, finally, and exclusively decided by a State court of competent jurisdiction sitting in Escambia County, Florida. Additionally, the Parties knowingly and willingly hereby waive their respective rights to have any such disputes or claims decided by a jury; instead, their sole relief shall be via a bench trial in which the judge alone sits as the finder of fact.

20. Headings. Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

21. Interpretation. This Agreement shall not be more strictly construed against either Party by reason of the fact that one Party may have drafted or prepared any or all of the terms and provisions of this Agreement.

22. Severability. The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

IN WITNESS WHEREOF, the Parties have executed this Agreement, by and through their duly undersigned and authorized representatives, as of the date and year first written above.

EMERALD COAST UTILITIES AUTHORITY: VENDOR:

By: _____

By: _____

Title: _____

Title: _____

Witness: _____

Witness: _____

EXHIBIT IX

EMERALD COAST UTILITIES AUTHORITY

Task Order for _____
(Non-Emergency/Planned Task)

Project Name

Task Order Number

It is agreed to undertake the following work in accordance with the provisions of our Annual Service Contract for Flow Monitoring Services dated _____. This Task Order form shall be completed for any non-emergency/planned task.

Description of Task:

A. SCOPE OF SERVICES

1. Project Description:

2. Task Order Documents shall include ECUA Detail Drawings and Technical Specifications in the ECUA Engineering Manual.

3. Funding Source: _____

Additional Funding Source Requirements and Regulations: (when applicable)

4. ECUA Project Engineer shall act as the Owner's Representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Task in accordance with the Contract Documents.

ECUA Project Engineer: _____

Contact Information: _____

5. Other Project Related Notes (when applicable):

EXHIBIT IX

B. PERIOD OF SERVICES

1. Date of issuance of this Task Order: _____.
(Issuance of this Task Order shall be Considered Notice to Proceed with Task)
2. Completion Time:
 - a. Number of Days to reach Substantial Completion: _____
 - b. Number of Days to reach Final Completion: _____
3. Liquidated Damages:
 - a. Failure to meet requirements for Substantial Completion: \$_____ for each day that expires after the completion time.
 - b. Failure to meet requirements for Final Completion: \$_____ for each day that expires after the completion time.

C. COMPENSATION

Total Compensation for Task under this Task Order shall not exceed \$_____, without written authorization from the Owner.

Agreed as to scope of services, period of services, and compensation on this _____ date of _____, 2023_:

EMERALD COAST UTILITIES AUTHORITY: CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

Witness: _____

Witness: _____

EXHIBIT IX

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 the State of Florida, its Board, officers, employees, volunteers, representatives, and agents.

Other Party - The other party to the Contract of which these Risk Management Provisions are a part, any subsidiaries or affiliates, officers, employees, volunteers, representatives, agents, contractors, and subcontractors.

HOLD HARMLESS

The Other Party agrees to hold the Organization and the members of its governing board and its other officers and employees harmless against all claims for bodily injury, sickness, disease, death, personal injury, or damage to property or loss of use resulting therefrom, arising out of or related to the Contract, to the extent such claims are caused by the negligence, recklessness, or intentional wrongful misconduct of the Other Party and persons or entities employed or utilized by the Other Party in the performance of the Contract.

PAYMENT ON BEHALF OF ORGANIZATION

The Other Party agrees to pay on behalf of the Organization all claims described in the above "Hold

Harmless" paragraph, and to pay the reasonable costs and fees of the attorneys selected by the Organization, at trial and on appeal, to defend the Organization and its officers and employees against such claims. Provided, however, that the total liability of the Other Party to the Organization under the above "Hold Harmless" paragraph and this "Payment on Behalf of Organization" paragraph shall not exceed the sum of One Million Dollars (\$1,000,000) per claim or occurrence.

Such payment on behalf of the Organization shall be in addition to any and all other legal remedies available to the Organization and shall not be considered to the exclusive remedy of the Organization.

EXHIBIT IX

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.

EXHIBIT IX

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.

EXHIBIT IX

Business Auto Liability Coverage

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

Excess or Umbrella Liability Coverage

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it should be at least “following form” and shall not be more restrictive than the underlying insurance policy coverages.

EVIDENCE/CERTIFICATES OF INSURANCE

Required insurance shall be documented in Certificates of Insurance, including indication that the policy(s) is endorsed to provide the Organization at least 30 days in advance notice of cancellation, nonrenewal or adverse change.

New Certificates of Insurance are to be provided to the Organization at least 15 days prior to coverage renewals.

If requested by the Organization, the Other Party shall furnish complete copies of the Other Party’s insurance policies, forms and endorsements.

For Commercial General Liability coverage the Other Party shall, at the option of the Organization, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the Organization, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Other Party’s obligation to fulfill the insurance requirements herein.

ADDITIONAL INSURANCE

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

☐ **Property Coverage for Leases**

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

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

EXHIBIT IX

☐ **Commercial General Liability Coverage Project Aggregate**

Because the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit of \$1,000,000 is required by the Organization for this agreement or contract.

☐ **Liquor Liability Coverage**

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

☐ **Owners Protective Liability Coverage**

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

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

☐ **Builders Risk Coverage**

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

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

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

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

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

EXHIBIT IX

☐ **Installation Floater Coverage**

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

☐ **Motor Truck Cargo Coverage**

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

☐ **Contractor's Equipment Coverage**

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

☐ **Fidelity/Dishonesty Coverage - for Employer**

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

☐ **Fidelity/Dishonesty/Liability Coverage - for Organization**

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

☐ **Garage Liability Coverage**

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

☐ **Garagekeepers Coverage (Legal Liability Form)**

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

EXHIBIT IX

☐ **Garagekeepers Coverage (Direct-Excess Form)**

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

☐ **Watercraft Liability Coverage**

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

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

☐ **United States Longshoremen and Harborworkers Act Coverage**

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

☐ **Jones Act Coverage**

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

☐ **Aircraft Liability Coverage**

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

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

☐ **Pollution/Environmental Impairment Liability Coverage**

Pollution/environmental impairment liability insurance is to be purchased to cover pollution and/or environmental impairment which may arise from this agreement or contract. The recommended minimum coverage is \$1,000,000. The coverage period shall be extended beyond the date of the completed project, until the expiration date of the performance bond.

EXHIBIT IX

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

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

PROFESSIONAL LIABILITY, MALPRACTICE AND/OR ERRORS OR OMISSIONS

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

☒ **Hold Harmless**

The following replaces the previous Hold Harmless wording.

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

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

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

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