

REQUEST FOR PROPOSALS

PROPOSAL NUMBER: 2013-05

THE EMERALD COAST UTILITIES AUTHORITY INVITES YOUR COMPANY TO SUBMIT A PROPOSAL ON ITEM (S) AS LISTED IN THIS PROPOSALREQUEST. IT IS THE INTENT OF THE EMERALD COAST UTILITIES AUTHORITY TO RECEIVE PROPOSALS THAT WILL BE PUBLICLY OPENED AT **2:00 P.M., APRIL 30, 2013**, FOR THE FOLLOWING:

ITEM A – AUDITING SERVICES

SEALED PROPOSALS WILL BE RECEIVED UNTIL 2:00 P.M., APRIL 30, 2013, BY THE PURCHASING AND STORES MANAGER, EMERALD COAST UTILITIES AUTHORITY, 9255 STURDEVANT STREET, ELLYSON INDUSTRIAL PARK, PENSACOLA, FLORIDA 32514. THE PROPOSALS RECEIVED WILL THEN BE PUBLICLY OPENED AND READ. THE EMERALD COAST UTILITIES AUTHORITY RESERVES THE RIGHT TO WAIVE INFORMALITIES IN ANY PROPOSAL; REJECT ANY OR ALL PROPOSALS, IN WHOLE OR IN PART; RE-ADVERTISE A PROJECT, IN WHOLE OR IN PART; AND TO ACCEPT THE PROPOSAL THAT IN ITS JUDGEMENT IS THE BEST PROPOSAL OF A RESPONSIBLE RESPONDER. ECUA FURTHER RESERVES THE RIGHT TO ACCEPT ANY BID OR PROPOSAL IN WHOLE OR IN PART AND TO INCREASE OR DECREASE QUANTITIES AS MAY BE REQUIRED TO MEET THE NEEDS OF ECUA.

LEGAL ADVERTISEMENT

Sealed proposals for RFP Number 2013-05, Auditing Services, will be received by the Emerald Coast Utilities Authority Purchasing and Stores Manager, 9255 Sturdevant Street, Ellyson Industrial Park, Pensacola, FL 32514, until 2:00 p.m., local time, on Tuesday, April 30, 2013, at which time proposals submitted will be publicly opened and read. The Auditor Selection Committee of the Emerald Coast Utilities Authority (ECUA) in Pensacola, Florida invites Independent Certified Public Accountants licensed to practice in the State of Florida to submit proposals to audit its financial statements beginning with the fiscal year ending September 30, 2013, and for additional years as are mutually agreeable to both parties. Specifications and information may be examined and obtained from ECUA, Purchasing and Stores Manager (850-969-3350). Proposals received after the closing time will be returned unopened. ECUA reserves the right to reject any or all proposals and re-advertise.

Advertised 04-07-13

**Emerald Coast Utilities Authority
Purchasing Division
9255 Sturdevant Street
Pensacola, Florida 32514-7038
850-969-3350**

STATEMENT OF NO PROPOSAL

If you **do not** intend to make a proposal for this service, please return this form to the above address immediately. If this statement is not completed and returned, your company may be deleted from the Emerald Coast Utilities Authority Vendors' list for this commodity/service.

We, the undersigned, have declined to make a proposal on requested service **RFP Number 2013-05, Auditing Services** for the following reasons:

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

Remarks:

Company Name: _____

Signature: _____

Telephone: _____ Date: _____

NOTE: Statement of No Proposal may be faxed into the Purchasing Division (850-969-3384), Attention: Amy Williamson

INSTRUCTIONS TO PROPOSERS

ALL THESE TERMS AND CONDITIONS ARE A PART OF THIS PROPOSAL REQUEST.

1. PROPOSAL SCHEDULE:

PROPOSALS ARE PRESENTLY SCHEDULED TO BE PUBLICLY OPENED AND READ AT 2:00 P.M., APRIL 30, 2013 IN THE FINANCE 2ND FLOOR CONFERENCE ROOM, EMERGENCY OPERATIONS SUPPORT ADDITION, 9255 STURDEVANT STREET, ELLYSON INDUSTRIAL PARK. ECUA STAFF WILL REVIEW ALL PROPOSALS AND FORWARD THEIR RECOMMENDATIONS TO THE ECUA CITIZENS' ADVISORY COMMITTEE SCHEDULED TO MEET AT 2:00 P.M., MAY 15, 2013, IN THE ECUA BOARD ROOM, 9255 STURDEVANT STREET, ELLYSON INDUSTRIAL PARK. THE ECUA'S CITIZENS' ADVISORY COMMITTEE RECOMMENDATION WILL BE PRESENTED TO THE ECUA BOARD AT THEIR MEETING SCHEDULED FOR 3:00 P.M., MAY 23, 2013, IN THE ECUA BOARD ROOM, 9255 STURDEVANT STREET, ELLYSON INDUSTRIAL PARK.

2. PROPOSAL SUBMISSION:

ALL PROPOSALS TO BE CONSIDERED MUST BE IN THE POSSESSION OF THE EMERALD COAST UTILITIES AUTHORITY PURCHASING AND STORES MANAGER. PROPOSALS MAY BE MAILED OR DELIVERED TO HIS OFFICE AT 9255 STURDEVANT STREET, ELLYSON INDUSTRIAL PARK, PENSACOLA, FLORIDA, 32514, IN A SEALED ENVELOPE CLEARLY MARKED WITH THE TIME AND DATE OF THE OPENING. REGARDLESS OF THE METHOD OF DELIVERY, EACH PROPOSER SHALL BE RESPONSIBLE FOR HIS PROPOSAL(S) BEING DELIVERED ON TIME, AS THE EMERALD COAST UTILITIES AUTHORITY ASSUMES NO RESPONSIBILITY FOR SAME. PROPOSALS OFFERED OR RECEIVED AFTER THE TIME SET FOR THE RFP OPENING WILL BE REJECTED AND RETURNED UNOPENED TO THE PROPOSER.

3. 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.

4. 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.

5. QUOTE ERRORS:

THE FOLLOWING SHALL GOVERN THE CORRECTION OF INFORMATION SUBMITTED IN A PROPOSAL WHEN THAT INFORMATION IS A DETERMINANT OF THE RESPONSIVENESS OF THE PROPOSAL:

- A) THE PURCHASING AND STORES MANAGER PRIOR TO AWARD MAY CORRECT ERRORS IN THE EXTENSION OF UNIT PRICES, STATED IN THE PROPOSAL OR IN MULTIPLICATION, DIVISION, ADDITION, OR SUBTRACTION IN A PROPOSAL. IN SUCH CASES, THE UNIT PRICES SHALL NOT BE CHANGED.
- B) NO PROPOSER SHALL BE PERMITTED TO CORRECT A PROPOSAL MISTAKE AFTER OPENING THE PROPOSALS THAT WOULD CAUSE SUCH PROPOSER TO HAVE THE LOWEST PROPOSAL, EXCEPT THAT ANY PROPOSER MAY CORRECT ERRORS IN EXTENSION OF UNIT PRICES STATED IN THE PROPOSAL, OR IN MULTIPLICATION, DIVISION, ADDITION, OR SUBTRACTION. IN SUCH CASES, UNIT PRICES IN THE PROPOSAL SHALL NOT BE CHANGED.

6. 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.

7. 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.

8. TERMS:

MINIMUM TERMS WILL BE NET 30 (30 DAYS AFTER RECEIPT OF MATERIAL/SERVICE) UNLESS A DISCOUNT IS INVOLVED. TERMS OFFERING A DISCOUNT FOR PROMPT PAYMENT WILL ONLY BE CONSIDERED IN DETERMINING THE LOW PROPOSAL IF THE DISCOUNT PERIOD IS 15 DAYS OR GREATER (15 DAYS AFTER RECEIPT OF MATERIAL/SERVICE OR INVOICE, WHICHEVER IS GREATER).

9. RFP TABULATIONS:

RFP TABULATIONS/LIST OF PROPOSERS WILL BE POSTED FOR REVIEW BY INTERESTED PARTIES IN THE PURCHASE SECTION, 9255 STURDEVANT STREET, ELLYSON INDUSTRIAL PARK ON OR ABOUT APRIL 30, 2013, AND WILL REMAIN POSTED FOR 72 HOURS EXCLUDING WEEKENDS AND HOLIDAYS.

10. RFP QUESTIONS:

IF ANY PROPOSER HAS A QUESTION CONCERNING THE SPECIFICATIONS OR PROPOSAL SUBMISSION PROCEDURES, PLEASE FORWARD THE INQUIRY TO THE DIRECTOR OF FINANCE BY APRIL 24, 2013, FOR CONSIDERATION.

EMERALD COAST UTILITIES AUTHORITY
ATTN: DEBRA BUCKLEY, DIRECTOR OF FINANCE
9255 STURDEVANT STREET
PENSACOLA, FLORIDA 32514-7038
PHONE: 850-969-3320
FAX : 850-969-3384

11. COMPLIANCE WITH SPECIFICATIONS:

IN ORDER TO DETERMINE THAT YOUR PROPOSAL COMPLIES WITH SPECIFICATIONS, PRODUCT LITERATURE AND/OR DATA/INFORMATION SHOULD BE INCLUDED WITH THE PROPOSAL. ANY DEVIATIONS FROM THE RFP SPECIFICATIONS SHOULD BE IDENTIFIED SEPARATELY.

12. 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.

13. EXECUTION OF CONTRACT:

ANY ACTION OF ECUA IN AWARDING THE PURCHASE OF ANY MATERIAL OR PERFORMANCE OF A SERVICE IS SUBJECT TO AND CONDITIONED UPON THE EXECUTION OF A WRITTEN PURCHASE CONTRACT AND/OR A PURCHASE ORDER BETWEEN ECUA AND THE PROPOSER. THE FOLLOWING WORDS ARE USED INTERCHANGEABLY THROUGHOUT THIS DOCUMENT AND HAVE THE SAME MEANING AND EFFECT: PROPOSER, CONTRACTOR, VENDOR, RESPONDER, OFFEROR AND SUPPLIER.

14. CONTRACTUAL AGREEMENT:

THIS INVITATION FOR PROPOSAL SHALL BE INCLUDED AND INCORPORATED IN THE FINAL CONTRACT OR PURCHASE ORDER. THE ORDER OF CONTRACT PRECEDENCE WILL BE THE CONTRACT (PURCHASE ORDER), RFP DOCUMENT AND RESPONSE. ANY AND ALL LEGAL ACTION NECESSARY TO ENFORCE THE CONTRACT WILL BE HELD IN ESCAMBIA COUNTY AND THE CONTRACT WILL BE INTERPRETED ACCORDING TO THE LAWS OF FLORIDA.

15. PROTESTS:

ANY PERSON WHOSE SUBSTANTIAL INTERESTS ARE DIRECTLY AND ADVERSELY AFFECTED BY THE AWARD OR INTENDED AWARD OF A PURCHASE ORDER OR CONTRACT OR BY PLANS OR SPECIFICATIONS CONTAINED IN AN INVITATION TO BID OR REQUEST FOR PROPOSALS MAY FILE A PROTEST IN ACCORDANCE WITH THE FOLLOWING RULES AND SECTION 12 OF THE ECUA ACT (CHAPTER 2001-324, LAWS OF FLORIDA AS AMENDED).

NOTICE OF PROTEST OF PLANS, SPECIFICATIONS OR OTHER REQUIREMENTS CONTAINED IN AN INVITATION TO BID OR IN A REQUEST FOR PROPOSALS SHALL BE FILED NOT LATER THAN 5:00 P.M. OF THE THIRD BUSINESS DAY FOLLOWING RECEIPT OF THE PLANS OR SPECIFICATIONS. NOTICE OF PROTEST OF THE REJECTION OF A BID OR PROPOSAL AS NON-RESPONSIVE SHALL BE FILED NOT LATER THAN 5:00 P.M. OF THE THIRD BUSINESS DAY FOLLOWING NOTICE TO THE BIDDER OF THE REJECTION. NOTICE OF PROTEST OF THE AWARD OR INTENDED AWARD OF A PURCHASE ORDER OR CONTRACT TO THE LOWEST BIDDER SHOWN ON A POSTED BID TABULATION SHALL BE FILED NOT LATER THAN 5:00 P.M. OF THE THIRD BUSINESS DAY FOLLOWING THE POSTING OF THE BID TABULATION. NOTICE OF PROTEST OF THE AWARD OR INTENDED AWARD OF A PURCHASE ORDER OR CONTRACT TO A BIDDER OTHER THAN THE LOWEST BIDDER SHOWN ON A POSTED BID TABULATION SHALL BE FILED NOT LATER THAN 5:00 P.M. OF THE THIRD BUSINESS DAY FOLLOWING NOTICE OF THE AWARD OF A PURCHASE ORDER OR CONTRACT.

A NOTICE OF PROTEST SHALL BE IN WRITING AND SHALL STATE THE SUBJECT MATTER OF THE PROTEST.

A FORMAL WRITTEN PROTEST SHALL BE FILED WITHIN SEVEN (7) BUSINESS DAYS AFTER THE FILING OF NOTICE OF PROTEST. A FORMAL WRITTEN PROTEST SHALL STATE WITH PARTICULARITY THE FACTS AND THE LAW ON WHICH THE PROTEST IS BASED.

NOTICE OF PROTEST AND FORMAL WRITTEN PROTEST OF PLANS OR SPECIFICATIONS FOR OR THE AWARD OR INTENDED AWARD OF A CONTRACT SHALL BE FILED WITH THE EXECUTIVE DIRECTOR OR HIS OR HER DESIGNEE.

FAILURE TO FILE A NOTICE OF PROTEST OR FAILURE TO FILE A FORMAL WRITTEN PROTEST WITHIN THE TIMES PERMITTED SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER THESE RULES AND UNDER SECTION 12 OF CHAPTER 2001-324, LAWS OF FLORIDA, AS AMENDED.

UPON RECEIPT OF A NOTICE OF PROTEST WHICH HAS BEEN TIMELY FILED, THE EXECUTIVE DIRECTOR SHALL STOP THE BID SOLICITATION OR PURCHASE ORDER OR CONTRACT AWARD PROCESS UNTIL THE PROTEST HAS BEEN RESOLVED. HOWEVER, THE BID SOLICITATION OR PURCHASE ORDER OR CONTRACT AWARD PROCESS MAY PROCEED WHEN THE EXECUTIVE DIRECTOR DETERMINES THAT DELAY WOULD BE DETRIMENTAL TO THE INTERESTS OF ECUA. ANY AWARD OF A PURCHASE ORDER OR CONTRACT UNDER SUCH CONDITIONS SHALL BE SUBJECT TO THE OUTCOME OF THE PROTEST. AFTER THE AWARD OF A CONTRACT OR PURCHASE ORDER RESULTING FROM A BID IN WHICH A TIMELY PROTEST WAS RECEIVED AND IN WHICH ECUA DID NOT PREVAIL, ECUA MAY TAKE SUCH ACTION AS IT CONSIDERS APPROPRIATE, WHICH MAY INCLUDE, BUT SHALL NOT BE LIMITED TO, AWARD OF THE CONTRACT OR PURCHASE ORDER TO THE PREVAILING PARTY, CANCELLATION OF THE CONTRACT OR PURCHASE ORDER, OR REBIDDING.

THE EXECUTIVE DIRECTOR SHALL PROVIDE REASONABLE OPPORTUNITY TO RESOLVE A PROTEST 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.

16. CONTRACTS EXCEEDING ONE 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.

EMERALD COAST UTILITIES AUTHORITY

REQUEST FOR PROPOSAL

AUDITING SERVICES

RFP NUMBER 2013-05

I. Introduction

The Auditor Selection Committee of the Escambia County Utilities Authority (ECUA) in Pensacola, Florida invites Independent Certified Public Accountants licensed to practice in the State of Florida to submit proposals to audit its financial statements beginning with the fiscal year ending September 30, 2013, and for additional years as are mutually agreeable to both parties.

To be considered, sealed proposals, in not less than fifteen copies, shall be filed with Mr. Pete Wilkinson, Purchasing and Stores Manager, 9255 Sturdevant St., Pensacola, FL 32514. Proposals must be received by 2 PM, APRIL 30, 2013. During the evaluation process, additional information or clarifications from proposers may be required. The top ranked firms may be required to make presentations to the Citizens Advisory Committee on May 15, 2013, at 2PM, and that Committee will make a recommendation to the ECUA Board of their order of preference. This recommendation will go to the ECUA Board at its May 23, 2013 meeting.

II. Nature of Services Required

A. General

ECUA desires that the auditor express an opinion on the fairness with which its financial statements present financial position, results of operations and cash flows in conformity with generally accepted government accounting principles, and an audit in accordance with Government Auditing Standards, issued by the Comptroller General of the United States. ECUA desires to receive the Certificate of Achievement for Excellence in Financial Reporting presented by the Government Finance Officers Association of the United States and Canada (GFOA) for FY 2013, and future years.

Pursuant to Section 22 of our Franchise Agreement with Escambia County, if requested, ECUA must provide the County with an audited financial report to demonstrate that the ECUA has fully paid: (a) the sanitation franchise fee payable to Escambia County Solid Waste for the preceding year; and (b) the amount, if any, owing pursuant to Section 27 of the Franchise Fee Agreement concerning failure to deliver commercial solid waste to the designated facility for the preceding year. The financial report shall state whether, and the extent to which, the ECUA has received payment during the preceding year from customers that previously were used to justify a credit for the ECUA pursuant to Section

20, Payment of Franchise Fees to the County. This report is based on a calendar year and is due annually to Escambia County by February 28th.

B. Scope of Work to be Performed

The audit shall be performed in accordance with the following as they exist or as each may be subsequently amended:

- Generally accepted governmental accounting principles as promulgated by GASB
- Statements on Auditing Standards (GAAS) promulgated by the American Institute of Certified Public Accountants (AICPA).
- Government Auditing Standards (GAS) issued by the Comptroller General of the United States
- OMB Circular A-133 and other applicable OMB circulars
- The federal and Florida Single Audit Acts
- The Federal Statutes as applicable
- Regulations of the Florida Department of Financial Services
- Rules of the Auditor General, State of Florida, Chapter 10.550
- Audits of State and Local Governmental Units (AICPA Audit Guide revised) or other authoritative standards
- Any applicable federal, state, local regulations or professional guidance not specifically listed above as well as any additional requirements which may be adopted by these organizations in the future.

The audit report shall contain the opinion of the auditor of the financial statements and a report on compliance with applicable legal provisions and bond covenants. ECUA's CAFR will additionally be expected to meet any present or to-be-established standards for disclosure attributed to the CAFR to enable inclusion in various municipal bonds continuing disclosure libraries and depositories.

The auditor shall assist the ECUA in meeting the requirements of the GFOA Certificate program including providing responses to the GFOA comments.

It is ECUA's intention to determine whether it is more feasible to prepare all statements, schedules, charts, and notes required by the Governmental Accounting Standards Board (GASB) utilizing its own staff while working with assistance from the auditors for advice and/or assistance on the appropriate disclosures. Pricing on the proposal should indicate the portion of fee that covers the financial statement preparation aspects of the engagement under the following scenarios: 1) auditor preparation of all statements, schedules, charts and notes or 2) ECUA staff preparation of all statements, schedules, charts and notes with auditor assistance/advice on GASB guidance.

The Auditor shall work with the Finance staff to develop a detailed audit plan, which shall include a list of all schedules to be prepared by ECUA staff. The auditor shall also be responsible for performing certain limited procedures involving required Management's Discussion and Analysis and the required supplementary information required by GASB as mandated by generally accepted auditing standards.

A final and complete report of the Comprehensive Annual Financial Report (CAFR) shall be submitted to ECUA not later than January 31. It is specifically understood that time is of the essence on any proposal. The auditor shall submit, not later than January 5, a draft management letter which shall identify management weaknesses observed, assess their effect on financial management, and propose steps to eliminate them.

The auditor shall provide 30 copies of the CAFR and the CAFR in PDF format. The auditor shall also provide ECUA with a copy of all adjusting and reclassifying entries using ECUA account numbers and any other schedules as may be requested to apply the audit adjusting entries to ECUA's general ledger.

The partner in charge of the audit and the audit manager shall be available to attend up to three public meetings for discussion of the audit report.

The financial report on sanitation franchise fees shall be prepared for the calendar year and shall be prepared in accordance with generally accepted accounting principles. The report shall contain the opinion of the auditor of the financial statements and a report on compliance as required by Section 22 of the Franchise Agreement. A copy of Section 22 and related sections are shown as Attachment A. A final and complete report of the sanitation franchise fee audit shall be submitted, not later than February 15. The auditor shall, without charge, make available their work papers concerning the sanitation franchise fee audit to Escambia County or their designated agent.

If ECUA issues debt, for which the official statement in connection with the debt contains basic financial statements and the report of independent accounts, the selected firm shall be required to issue a "consent of independent accountants" as auditor and any necessary "comfort letters".

C. Reports to be Issued

1. A report on the fair presentation of the basic financial statements as a whole, in conformity with accounting principles generally accepted in the United States.
2. A report on the internal control structure based on the auditor's understanding of the control structure and assessment of control risk.
3. A report on compliance with laws and regulations.
4. A "management letter" required by Section 218.39(4), Florida Statutes.
5. Reports required by the Single Audit Act of 1996, OMB Circular A-133 and the Executive Office of the Governor's State Projects Compliance Supplement to include:

- a. Schedule of Expenditures of Federal Awards and State financial Assistance.
 - b. An opinion on the financial statements and on the supplementary schedule of expenditures of federal awards and state financial assistance.
 - c. A report on compliance and on internal control over financial reporting based on an audit of financial statements performed in accordance with Government Auditing Standards.
 - d. A report on compliance with requirements applicable to each major program and on internal control over compliance in accordance with OMB Circular A-133.
 - e. A schedule of findings and questioned costs.
 - f. For any irregularities and illegal acts the auditor shall be required to make an immediate, written report of all irregularities and illegal acts of which they become aware to the Director of Finance, Executive Director and ECUA Board as appropriate.
6. The financial report on sanitation franchise fees shall contain the opinion of the auditor of the financial statements and a report on compliance as required by Section 22 of the Franchise Agreement.

D. Special Considerations

ECUA is required to implement GASB Statement 63, “Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position” for the fiscal year ending September 30, 2013.

E. Access to Working Papers and Working Paper Retention

The auditor shall without charge make available their work papers, upon request by the ECUA Board, the Executive Director or the Director of Finance or her designee. In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance. All working papers and reports must be retained at the auditor’s expense for at least five (5) years from the release date of the audit.

III. Description of the Authority:

A. Contact Person

The auditors’ principal contact with ECUA will be Debra Buckley, Director of Finance, or a designated representative, who will coordinate the assistance to be provided by the Authority to the auditor. Requests for additional information should be addressed to Ms. Buckley at debra.buckley@ecua.fl.gov, or can be mailed to P O Box 15311, Pensacola, FL, 32514-0311, or by telephone at (850) 969-3320. For any questions pertaining to the

proposal, contact Amy Williamson, Senior Purchasing Agent, by phone at 850-969-3350 or by email at amy.williamson@ecua.fl.gov.

B. Background Information

ECUA is a local government body created for the purpose of acquiring, constructing, financing, owning, managing, providing, promoting, improving, expanding, maintaining, operating, regulating, franchising, and otherwise having plenary authority with respect to certain utility systems within the territorial limits of Escambia County, Florida. ECUA is governed by a five-member board elected from districts located in Escambia County and employs an executive director as the chief executive officer. The Board adopted a \$131 million dollar budget for fiscal year 2013. ECUA operates water and wastewater system and a residential and commercial sanitation franchise serving approximately 89,000 customers in southern Escambia County.

The latest audit report is available upon request.

C. Fund Structure

Even though ECUA is a single enterprise fund, budget-to-actual comparisons are provided in the CAFR separately for the water and wastewater system and for the sanitation system, as well as for the entity as a whole.

D. Federal and State Assistance

Each year ECUA receives various types of federal, state and local financial assistance.

E. Retirement and Pension Plans

ECUA participates in the Florida Retirement System, a multiple-employer, cost-sharing public employee retirement system administered by the State of Florida. ECUA also sponsors a defined contribution retirement plan. The non-contributory plan is administered by the Florida league of Cities, Inc. The payroll for employees covered under these plans was \$23,670,000 in fiscal year 2013.

IV. Time Requirements

Proposed Timeline (schedule is estimated and may change slightly). Subsequent year's reporting schedules will be determined before June 1 each year.

FY 2013 Timeline	Action
June 1-Sept. 30	Interim field work—As early as possible submit a listing of support schedules, listings, analysis work, etc. needed from Finance staff
Sept. 30-Oct 1	Inventory testing
Oct. 1- Nov 26	Books are closed and trial balance is provided to the auditor
Jan. 10	Auditors provide a written draft of any internal control weaknesses and a draft management letter
Jan. 10	First draft of financial statements (as determined in Section B above)
Jan. 23	ECUA provides auditor with MD&A and Transmittal letter
Jan. 31	Final draft of financial statements (as determined in Section B above)
Feb 3	Exit interview and commence CAFR printing
Feb 10	Delivery of 30 bound copies of CAFR and 1 PDF file to ECUA (as determined in Section B above)
Feb 19	Presentation of CAFR to the Citizens Advisory Committee
Feb 17	Final report of the sanitation franchise fee audit due to ECUA

V. Proposal Requirements

Sealed proposals, in not less than fifteen copies, shall be filed with Mr. Pete Wilkinson, Purchasing and Stores Manager, 9255 Sturdevant St., Pensacola, FL 32514. Proposals must be received by 2 PM, April 30, 2013.

A. Format of Response

1. Title Page: Title page marked, "Proposal for Annual Independent Financial Audit Services", the firm's name; the name, address, telephone number and e-mail address of a contact person; and the date of the proposal.
2. Table of Contents
3. Transmittal Letter: A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, and statements why the firm believes itself to be best qualified to perform the engagement.

4. Technical Proposal: This technical proposal should follow the order set forth in Section V.B. of this Request for Proposals.
5. Statement acknowledging receipt of each addendum issued by the ECUA (if any).

B. Technical Proposal

1. General Requirements

The purpose of the technical proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake an independent audit of the ECUA in conformity with the requirements of this Request for Proposals. The technical proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. It should also specify an audit approach that will meet the requirements outlined in the Request for Proposals. Although additional data may be included, the following items must be presented as they represent the criteria against which the proposal will be evaluated.

a. Independence

The firm should provide an affirmative statement that it is independent of the ECUA as defined by generally accepted auditing standards.

b. License to Practice in the State of Florida

An affirmative statement should be included indicating that the firm and all assigned key professional staff are properly registered to practice in the State of Florida.

c. Firm Qualifications and Experience

The proposal should state the size of the firm, the size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed and the number and nature of the professional staff to be employed in this engagement.

If the proposer is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium should be separately identified and the firm that is to serve as the principal auditor should be noted.

The firm is required to submit a copy of the report on its most recent external quality control review, the letter of comments, and a statement as to whether that quality control review included a review of specific governmental engagements.

The firm shall provide information on the results of any Federal or State desk reviews or field reviews of its audits during the past three years. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three years with State regulatory bodies or professional organizations.

d. Partner, Supervisory and Staff Qualifications & Experience

The firm should identify the staff to be assigned to the engagement and indicate whether each such person is registered to practice as a certified public accountant in the State of Florida. The firm should provide as much information as possible regarding the number, qualifications, experience and training, including relevant continuing professional education of the specific staff to be assigned to this engagement, the number of years of local government audit experience, and experience as it relates to the latest GASB pronouncements.

e. Similar Engagement with Other Government Entities

The proposal should include no fewer than three references for which the firm has performed similar governmental auditing work. Also include a list of clients who have received the Certificate of Achievement.

f. Specific Audit Approach

The Proposal should include an express agreement to meet or exceed the performance specifications stated in Section II of this Request for Proposal and set forth a work plan, including an explanation of the audit methodology to be followed to perform the services required in Section II. Proposers shall be required to provide the following information on their audit approach:

1. Proposed segmentation of the engagement
2. Level of staff and number of hours to be assigned to each proposed segment of the engagement
3. Sample sizes and the extent to which statistical sampling is to be used in the engagement
4. Extent of use of EDP software in the engagement
5. Type and extent of analytical procedures to be used in the engagement
6. Approach to be taken to gain and document an understanding of ECUA's internal control structure
7. Approach to be taken in determining laws and regulations that will be subject to audit test work
8. Approach to be taken in drawing audit samples for purposes of tests of compliance

g. Identification of Anticipated Potential Audit Problems

The proposal should identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from the ECUA.

h. Noncompliance with Proposal Specifications

The proposal should identify each specific incident of noncompliance with the Request for Proposals' specifications.

2. Fees

- a. Fees for the complete audit will be negotiated in accordance with ECUA Auditor Selection Procedures.
- b. When including fees with your proposal, show the fees for the sanitation franchise fee audit as a separate cost from the preparation of the fiscal year end CAFR. Additionally, provide a specific price component for the preparation of the audit statement as described in Section B above. **Price will not be the predominant factor in the selection of an audit firm.**
- c. Any contracts for more than one year will contain a provision for an annual contract review.

VI. Proposal Evaluation

The Auditor Selection Committee will evaluate proposals and select three proposals for submittal to the ECUA Citizens Advisory Committee.

A. Evaluation Factors

1. The quality of the firm's professional staff to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation
2. The firm's past experience and performance on comparable government engagements
3. The firm's past experience and performance with the Federal and Florida Single Audit Acts and test of compliance with laws and regulations
4. Ability and willingness to meet time requirements
5. Location of office

6. The firm's past experience with clients participating in the Certificate of Achievement Program
7. Adequacy of proposed staffing plan for various segments of the engagement, including supervision and involvement of experienced personnel. Another consideration will be the firm's commitment to keeping the same team assigned to this contract for each successive year's engagement whenever possible.
8. Adequacy of audit work plan and sampling technique
9. Adequacy of analytical and substantive procedures
10. Adequacy of study and evaluation of internal accounting and administrative controls

B. Oral Presentations

The top ranked firms may be required to make presentations to the Citizens Advisory Committee on May 15, 2013, at 2PM, and that Committee will make a recommendation to the ECUA Board of their order of preference. This recommendation will go to the ECUA Board at its May 23, 2013 meeting.

C. On-site Inspections

Firms submitting proposals may make on-site inspection of any department in connection with preparing proposals, providing that approval of the Finance Director be obtained. Time and extent of such inspections shall be set by the head of the department concerned.

VII. Award Process

A. Negotiations

The Executive Director will negotiate a contract with the firm ranked first. If the Executive Director is unable to negotiate a satisfactory contract with that firm, negotiations with that firm shall be formally terminated, and negotiations with the second-ranked firm will be undertaken. Failing accord with the second-ranked firm, negotiations shall then be terminated with that firm and undertaken with the third-ranked firm. The Executive Director may reopen formal negotiations with any one of the three top-ranked firms, but may not negotiate with more than one firm at a time. The Executive Director shall negotiate with the firm a basis of its fee for the engagement, the scope and quality of services. In making such determination, the Executive Director shall conduct a detailed analysis of the cost of the professional services required, in addition to considering their scope and complexity.

B. Billing and Payment

Progress payments may be billed monthly for work accomplished during the previous month. Final payment will be made upon receipt and acceptance of final audit reports.

Attachment A

20. PAYMENT OF FRANCHISE FEES TO THE COUNTY

The Contractor shall pay the franchise fees to the County on a monthly basis. Each monthly payment shall be based on the Commercial Solid Waste Collection Service provided by the Contractor during the preceding month. The monthly payments shall be delivered to the Contract Administrator no later than 20 days after the end of the month when the Contractor's service was provided.

During the first year of operation under this Agreement, the Contractor shall pay the franchise fee based on the assumption that the Contractor will be paid in full by all of the Contractor's Customers. In subsequent years, the Contractor shall be entitled to a credit toward the franchise fee if the Contractor submits a financial report pursuant to Section 22 of this Agreement demonstrating that the Contractor has not been paid by one or more Customers for more than 180 days and the Contractor has no reasonable expectation of being paid in the future. In such cases, the Contractor may take credit for having overpaid the County during the prior year, and the Contractor may reduce its next payment to the County by an amount equal to the Contractor's overpayment in the prior year.

Following the termination of this Agreement, the Contractor may request a refund from the County for any overpayment of franchise fees during the last year of the Term.

21. QUARTERLY REPORTS CONCERNING FRANCHISE FEES

Each quarter the Contractor shall provide the Contract Administrator with a written report that identifies the amount of the franchise fee that has been paid, and any additional amount that is due and owing, to the County for the Commercial Solid Waste Collection Service that the Contractor provided during the preceding calendar quarter. The quarterly reports shall be delivered to the Contract Administrator on or before January 30, April 30, July 30, and October 30.

The Contractor's quarterly reports do not need to include the names of the Contractor's Customers. However, the quarterly reports shall provide enough information to allow the County to verify that the Contractor has correctly calculated the amount of the franchise fee that is due and owing to the County. At a minimum, the Contractor's reports shall identify: the number of Containers, Garbage Carts and Compactors used by the Contractor's Customers; the capacity of each Container, Garbage Cart and Compactor; and the number of times that the Solid Waste in each Container, Garbage Cart and Compactor was collected. The Contractor's reports also shall identify the dates and amounts of any deliveries of Commercial Solid Waste to another Person pursuant to Section 27.C of this Agreement.

Each quarterly report shall contain a signed statement from the Contractor that the Contractor is operating in compliance with the requirements of this Agreement. The Contractor's reports also shall contain a statement that the information in the report is accurate, correct and complete, and the Contractor has fully paid the amount due under this Agreement for the preceding calendar quarter. If the Contractor subsequently discovers an error in any report submitted to the Contract Administrator, the Contractor shall submit a revised report and shall pay the additional franchise fee, if any, within thirty (30) days after the error is discovered.

22. ANNUAL FINANCIAL REPORTS

At least annually, if requested, the Contractor shall provide the Contract Administrator with an audited financial report to demonstrate that the Contractor has fully paid: (a) the franchise fee for the preceding year; and (b) the amount, if any, owing pursuant to Section 27 of this Agreement for the preceding year. The financial report also shall state whether, and the extent to which, the Contractor has received payment during the preceding year from Customers that previously were used to justify a credit for the Contractor pursuant to Section 20.

The financial report shall be prepared by an independent accounting firm in accordance with generally accepted accounting principles. The financial report shall be delivered to the Contract Administrator no later than February 28th, unless the Contract Administrator gives prior written approval for a different deadline.

The Contract Administrator and the County's auditors shall have the right to inspect the Contractor's books and records related to the Contractor's performance under this Agreement. The inspections shall be allowed at any time during normal business hours, but the County shall provide at least two (2) days advance written notice before the County commences an inspection of the Contractor's books and records. Among other things, the County's auditors shall be allowed to review the Contractor's Contracts with its Customers, and shall be allowed to communicate directly with the Contractor's Customers, for the purpose of determining whether the Contractor is in compliance with this Agreement. However, the County's auditors shall not reveal any trade secrets or proprietary information obtained during their review of the Contractor's books and records.

EMERALD COAST UTILITIES AUTHORITY

GENERAL PROVISIONS

PURCHASE ORDER/CONTRACT

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

5. DELIVERY TICKETS – All shipments under this agreement shall be accompanied with delivery tickets, or sales slips, in triplicate, which shall contain the following minimum information.
- a. Name of supplier;
 - b. Blanket Purchase Order number;
 - c. Date of Call;
 - d. Call number;
 - e. Itemized list of supplies or services furnished;
 - f. Quantity, unit price and extension of each item, less applicable discounts (unit price and extensions need not be shown when incompatible with the use of automated systems, provided that the invoice is itemized to show this information); and
 - g. Date of delivery or shipment.
- Upon delivery, the receiving office will retain one copy of the related delivery ticket and will sign the other two copies and return them to the supplier or his agent. One of these copies may subsequently be required to support the invoice.
6. PAYMENTS – Invoices shall be submitted in triplicate (one copy shall be marked “Original”) unless otherwise specified, and shall contain the following information: Contract or Order number, item number, contract description of supplies or services, sizes, quantities, unit prices and extended totals. Bill of Lading number and weight of shipment will be shown for shipments of Bills of Lading. Unless otherwise specified, payment will be made on partial deliveries accepted by ECUA when the amount due on such deliveries so warrants.
7. DISCOUNTS – In connection with any discount offered, time will be computed from date of delivery suppliers to carrier when acceptance is at the point of origin or from date of delivery at destination when delivery and acceptance are at these points or from the date the correct invoice or voucher is received in the office specified by ECUA, if the latter is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the ECUA check.
8. CONVICT LABOR – In connection with the performance of work under this contract, the Contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89.176, September 10, 1965 (18 U.S.C. 40821ch21) Executive Order 11755, December 29, 1973.
9. COVENANT AGAINST CONTINGENT FEES – The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty ECUA shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

10. GRATUITIES – (a) ECUA may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found after notice and hearing by the Executive Director or his duly authorized representative, that gratuities (in the form of entertainment, gifts or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of ECUA with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such contract, provided, that the existence of the facts upon which the Executive Director or his duly authorized representative make such findings shall be in issue and may be reviewed in any competent court, (b) in the event this contract is terminated as provided in paragraph (a) hereof, ECUA shall be entitled (1) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor and (2) as a penalty and in addition to any other damages to which it may be entitled by law to exemplary damages in an amount (as determined by the Executive Director or his duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee, (c) The rights and remedies of ECUA provided in this clause shall not be exclusive or in addition to any other rights and remedies provided by law or under the contract.
- 10.a. CONTINGENCIES – Neither party shall be liable for delays or defaults due to acts of God, government authority or public enemy, war, fires, floods, epidemics, strikes, labor troubles, freight embargoes, or contingencies reasonably beyond its control. The party so affected upon prompt written notice to the other party shall be excused from making or taking deliveries hereunder to the extent of such prevention or restriction. At ECUA’s option, deliveries so omitted shall be made on notice thereof to the Vendor, upon cessation of such contingency even though such might have been operative at the date of this order.
11. CONDITION FOR ASSIGNMENT – This (contract or purchase order) shall not be assigned in full or in part without the consent of ECUA. Such consent shall not relieve the Contractor from its obligations and liabilities.
12. GOVERNMENT REGULATIONS – Vendor warrants that all applicable laws and regulations of governmental authority, covering the production, sale and delivery of the materials specified herein, have complied with and shall indemnify and save ECUA harmless from and against any liability or loss resulting from Vendor’s failure to do so.
13. TAXES – ECUA is exempt from Federal Taxes on transportation charges and any Federal Excise Tax. If you prepaid transportation, do not pay tax as ECUA will not reimburse you for the taxes paid. ECUA is exempt from State Sales Tax.
14. CHANGES – The Purchasing and Stores Manager may at any time, by written order, and without notice to the sureties, make changes, within the general scope of this contract, in (i) drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for ECUA in accordance therewith; (ii) method of shipment or packing and (iii) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for the performance of this contract, whether changed or not changed by any such order, an equitable adjustment shall be made by written modification of this contract.

Any claim by the Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change provided that the Purchasing and Stores Manager, if he decides that the facts justify such action, may receive and act upon any such claim asserted prior to final payment, under the contract. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes." However, nothing in this clause shall excuse the Contractor from proceeding with this contract as changed.

15. **TERMINATION FOR DEFAULT** – The Purchasing and Stores Manager, by written notice, may terminate this contract, in whole or in part, for failure of the Contractor to perform any of the provisions hereof, in such event, the Contractor shall be liable for damages; including the excess cost of reprocurring similar supplies or services; provided that if (i) it is determined for any reason that the Contractor was not in default or (ii) the Contractor's failure to perform is without his and his subcontractors control, fault or negligence, the termination shall be deemed to be a termination for convenience under paragraph 17. As used in this provision the term "subcontractor" and "subcontractors" means subcontractors at any tier.
16. **TERMINATION FOR CONVENIENCE** – The Purchasing and Stores Manager by written notice may terminate this contract, in whole or in part, when it is in the best interest of ECUA. If this contract is for supplies and is so terminated, the Contractor shall be compensated for goods delivered and accepted up to the date of termination at the discretion of the Executive Director. To the extent that this contract is for services and is so terminated, ECUA shall be liable only for payment in accordance with the payment provisions of this contract for services rendered prior to the effective date of termination.
17. **ASSIGNMENT OF CLAIMS** – Claims for monies due or to become due under this Contract shall be assigned only pursuant to the Assignment of Claims Act of 1940, as amended (31 U.S.C 203, 41 U.S.C. 15). However, payments to an assignee of monies under this contract shall not, to the extent provided in said Act, as amended be subject to reduction or set-off (see Clause 12).
18. **EXTENT OF OBLIGATION** – ECUA is obligated under a call-type Purchase Order only to the extent of authorized calls actually placed against this agreement.
19. **PRICING** – The prices to ECUA for all purchases made under this Agreement shall be as low as or lower than those charged the suppliers most favored customer, in addition to any discounts for prompt payment.
20. **WARRANTIES** – In addition to all warranties, established by statute or common law or set forth elsewhere in this order. The Vendor expressly warrants that all material or services covered herein shall conform to all specifications, drawings, samples, and descriptions furnished or adopted by ECUA and shall be of the best quality and fit and sufficient for the purpose for which purchased, if specified hereon, merchantable of good material and workmanship and free from all patent and patent defects. ECUA's failure to give notice to Vendor of any breach of warranty shall not discharge Vendor's liability therefore. Without limiting the generality of the foregoing, Vendor agrees to be responsible for all defects in design, workmanship and materials, which may become apparent within twelve months of receipt by ECUA.

21. PATENTS – Vendor shall protect and indemnify ECUA against all claims, judgments and expenses arising from infringement or any patent by any of the goods delivered hereunder. Vendor shall defend or settle at its own expense any proceeding brought against ECUA for such infringement provided Vendor is notified promptly of the commencement of such proceeding and is given authority, information and assistance by ECUA for the defense or settlement thereof.
22. INSTALLATION – If this order required the services of ECUA experts or employees of ECUA safety rules and fire regulations, Vendor assumes full responsibility for their acts and omissions and agrees to save ECUA harmless from any claims arising therefrom and to accept exclusive liability for payroll and other taxes imposed upon the employer by law. Vendor will undertake to keep the materials and premises involved free from any lien whatever for materials and labor incident to the performance of Vendor’s obligations hereunder. If Vendor furnishes materials and services for construction and improvement of realty and the installation of personalty for a lump sum amount, Vendor agrees to furnish an analysis thereof as ECUA may reasonably require for accounting purposes. Vendor shall be solely responsible for materials furnished by ECUA on other than a charge basis in connection with this order.
23. NON-DISCLOSURE – Without prior written consent of ECUA in each instance, Vendor shall not reveal to a third party the details, characteristics or any information on materials made to the special order for ECUA or use reproductions thereof and any promotional media or reveal that, ECUA is purchasing the materials hereunder.
24. COMMERCIAL WARRANTY – The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights to the Emerald Coast Utilities Authority by any other clause of this contract.
25. DEVIATION FROM SPECIFICATIONS – Emerald Coast Utilities Authority has the sole authority to determine if any deviation from the specifications cited is acceptable.

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, religion, sex, or national origin. 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, religion, sex, or national origin. 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, religion, sex, or national origin.

(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

CERTIFICATION OF NONSEGREGATED FACILITIES

By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin, 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

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: _____

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