

REQUEST FOR PROPOSALS

PROPOSAL NUMBER: RFP 2010-08

THE EMERALD COAST UTILITIES AUTHORITY INVITES YOUR COMPANY TO SUBMIT A PROPOSAL ON ITEM (S) AS LISTED IN THIS PROPOSAL REQUEST. IT IS THE INTENT OF THE EMERALD COAST UTILITIES AUTHORITY TO RECEIVE PROPOSALS THAT WILL BE PUBLICLY OPENED AT **2:00 P.M., MARCH 18, 2010**, FOR THE FOLLOWING:

ITEM A – BANKING SERVICES

SEALED PROPOSALS WILL BE RECEIVED UNTIL 2:00 P.M., MARCH 18, 2010, 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 A PROPOSAL THAT IN ITS JUDGEMENT IS THE LOWEST AND BEST PROPOSAL OF A RESPONSIBLE RESPONDER. IN ACCEPTING A PROPOSAL, ECUA MAY AWARD A CONTRACT BASED ONLY ON THE BASE PROPOSAL, THE BASE PROPOSAL PLUS ALL ALTERNATES, OR THE BASE PROPOSAL PLUS ANY ALTERNATES WHICH ECUA SELECTS – WITH ALL DECISIONS BEING MADE BASED UPON WHAT ECUA BELIEVES TO BE THE BEST INTERESTS OF ITS RATEPAYERS, IN THE REASONABLE EXERCISE OF ITS DISCRETION. ECUA FURTHER RESERVES THE RIGHT TO INCREASE OR DECREASE QUANTITIES AS MAY BE REQUIRED TO MEET THE NEEDS OF ECUA, AT THE UNIT PRICE WHICH WAS PROPOSED.

LEGAL ADVERTISEMENT

Sealed proposals for RFP Number 2010-08, Banking 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, March 18, 2010, at which time proposals submitted will be publicly opened and read. Specifications and information may be 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 02-28-10

**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 2010-08, Banking Services**, for the following reasons:

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

Remarks:

Company Name: _____

Signature: _____

Telephone: _____ Date: _____

NOTE: Statement of No Proposal may be faxed into the Purchasing Division (850-494-7229), Attention: Helen Jolly

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., MARCH 18, 2010 IN THE ECUA 2ND FLOOR, ROOM 215, CUSTOMER SERVICE BUILDING, 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 19, 2010 IN THE ECUA BOARD ROOM, BUILDING 942, 9250 HAMMAN STREET, ELLYSON INDUSTRIAL PARK. THE ECUA CITIZENS' ADVISORY COMMITTEE RECOMMENDATION WILL BE PRESENTED TO THE ECUA BOARD AT THEIR MEETING SCHEDULED FOR 3:00 P.M., MAY 27, 2010 IN THE ECUA BOARD ROOM, BUILDING 942, 9250 HAMMAN 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 (\$25,000) 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. PROPOSAL AUTHORIZATION:

ALL PROPOSALS MUST BE SUBMITTED ON THE FORM PROVIDED BY THE EMERALD COAST UTILITIES AUTHORITY AND MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY PLACING THE PROPOSAL. ONE COMPLETE SET OF RFP FORMS WILL BE FURNISHED EACH COMPANY INTERESTED IN RESPONDING.

6. 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.

7. 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.

8. 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.

9. 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).

10. 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 MARCH 18, 2010, AND WILL REMAIN POSTED FOR 72 HOURS EXCLUDING WEEKENDS AND HOLIDAYS.

11. RFP QUESTIONS:

IF ANY PROPOSER HAS A QUESTION CONCERNING THE SPECIFICATIONS OR PROPOSAL SUBMISSION PROCEDURES, PLEASE FORWARD THE INQUIRY TO THE PURCHASING AND STORES MANAGER BY MARCH 11, 2010 FOR CONSIDERATION.

EMERALD COAST UTILITIES AUTHORITY
ATTN: PURCHASING AND STORES MANAGER
9255 STURDEVANT STREET
PENSACOLA, FLORIDA 32514-7038
PHONE: 850-969-3320
FAX: 850-494-7229
EMAIL: (Helen Jolly's email address) hjolly@ecua.org

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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 PROPOSALS
BANKING SERVICES

RFP 2010-08

The Emerald Coast Utilities Authority, (ECUA), will accept sealed proposals for the placement of ECUA's Demand Accounts from any bank organized and existing under the laws of the State of Florida meeting the minimum qualifications of this RFP. The objectives of this RFP are to obtain one bank to provide the required services for a period of three (3) years at the most favorable cost, with efficient operation, and to optimize return on available cash flows.

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

Sealed proposals will be received at the ECUA, 9255 Sturdevant Street, Ellyson Industrial Park, Pensacola, Florida, until 2:00 P.M., March 18, 2010. Immediately thereafter, the proposals will be publicly opened, read aloud and recorded.

SECTION I – INSTRUCTIONS TO BANKS SUBMITTING PROPOSALS

- 1) Address all proposals to:

Pete Wilkinson, Purchasing and Stores Manager
Emerald Coast Utilities Authority
9255 Sturdevant Street
Pensacola, FL 32514-0311

The proposal shall be enclosed in a sealed envelope bearing the markings "Proposal for Banking Services, RFP 2010-08, and will not be opened until 2:00 P.M., March 18, 2010. Please provide four (4) copies of your proposal.

- 2) The Banking Services Agreement will be for a five (5) year period, beginning October 1, 2010, with two optional one-year extensions. Either party may terminate the contract by giving 180 days written notice to the other party.
- 3) Only those proposals fulfilling all the qualifications outlined in this solicitation will be considered.
- 4) The ECUA reserves the right to reject any and all proposals, or any part of any proposal, to waive any informality, and to accept that proposal which is deemed to be in the best interest of the ECUA.

- 5) The criteria for evaluation of proposals include the following:
 - A. Ability to meet the desired services as described herein.
 - B. Cost of services (Proposal Form).
 - C. Number of years bank has been in operation
 - D. Experience in providing the services described herein. List three (3) references in the following format:

Name of Company
Contact and Position Title
Address
Phone Number
 - E. List of Historical Rates for money market accounts and daily repurchase agreements paid on \$1,000,000 and \$2,000,000 for the period February 1, 2009 through January 31, 2010. If a special rate is paid to certain size customers, please identify the rate as such and balance required if applicable.
- 6) A committee consisting of ECUA management shall evaluate each proposal submitted based on all submittals received and recommend the best offer to the ECUA Board for award of contract. The Evaluation Committee will evaluate the proposals and quotations from proposals submitted and will ask questions of a clarifying nature, if necessary.
- 7) The proposal, as submitted, will be considered to be the last and final offer. The proposal shall remain binding ninety (90) calendar days after the closing date of the request.
- 8) Questions pertaining to this Request for Proposal should be directed to Debra Buckley, Director of Finance, (850) 969-3320.

SECTION II – QUALIFICATIONS

1) MINIMUM QUALIFICATIONS

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

- A. Depository banks must be qualified public depositories as defined by Chapter 280, Florida Statutes, “Florida Security for Public Deposits Act”.
- B. Depository banks must maintain the home office or a full service branch office within Escambia County, Florida.

- C. Depository banks must maintain sufficient cash and/or portfolio of approved securities for collateralization of ECUA deposits or investments, as required under Chapter 280, Florida Statutes.
- D. Depository banks must have an investment counseling capability to act as advisor to the Finance Director on investment matters.

2) **QUESTIONS CONCERNING MINIMUM QUALIFICATIONS:**

Any financial institution that has a question as to whether it is qualified under the above criteria should submit a written inquiry to the Director of Finance.

SECTION III – DESIRED BANKING SERVICES

1) **ACCOUNT:**

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

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

B. General Account (Zero Balance Checking Account) – for the distribution of all ECUA expenses including payroll. The zero balance account will always maintain a zero balance with an automatic transfer made from the concentration account at the close of the day to bring the account balance up to its normal zero balance for disbursements made during the day.

C. FSA Account – The third party flexible spending account administrator will make withdrawals electronically for authorized employee medical expenditures. Currently the account is funded by transfers from the concentration account initiated by authorized ECUA personnel. We will give consideration to making this account a ZBA account.

D. The bank must also process pre-authorized debit entries through ACH for the withdrawal of money from bank accounts of ECUA customers participating in automatic payment of their utility bill. These payments should be processed through the concentration account.

E. ECUA has 100% participation in direct deposit of payroll.

F. ECUA customers can pay by debit card, credit card, or by debiting their checking account through a website provided by a third party vendor. Eventually we may accept these types of payments by telephone, in person, and through our ECUA website. Please include a fee schedule if there will be a separate charge for these deposits. Approximately 10,000 payments a month are processed through the website.

2) ON-LINE BANKING SERVICES:

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

3) DEPOSITS:

The ECUA presently has a security service which delivers our daily deposit to the bank. Since the deposit may be delivered late in the day, a night deposit system must be available. Attach a copy of the proposed funds availability schedule to the proposal and indicate the cut-off time on deposits for that day's banking.

Currently ECUA uses a service called Remote Deposit Capture to scan customer check payments and electronically send the images to the bank for credit to our concentration account. The scanning equipment is provided by ECUA's current bank. Describe similar solutions that would eliminate or reduce the transport of checks for deposit. Indicate costs, equipment requirements, timing of transmissions and availability of funds.

4) WIRE TRANSFERS:

Wire transfers will be utilized for receipt of funds and disbursements, where practical, as in the case of a large payment or large revenue item.

The bank should clarify, in writing, the method and policy of handling transfers and should also state their policy relating to crediting for wire transfers, (i.e., same or next day).

ECUA would like the capability to make wire transfers online or by telephone through a prearranged authorization code. Cut-off time for both outgoing and incoming wires and internal transfers, as well as Electronic Federal Tax Payments should be included in your response. The bank should have the capability to warehouse data for up to two weeks before the transmission date, as well as the capability for establishing repetitive wires. The proposal should include cost information for both telephone initiated wires and wires initiated through on-line services.

5) INVESTMENT SERVICES:

The bank shall provide an overnight investment service which automatically invests all collected funds of the concentration account. All funds invested in the investment account shall be invested in securities or accounts acceptable under State Law. The calculation and investment of excess funds shall be completed after all of the regular demand deposit activity has been posted. At the beginning of the next business day, all balances in the overnight investment account shall be transferred back to the concentration account, along with interest earned on the overnight investment. Confirmation of the transaction and interest earned will be provided to ECUA on a daily basis. Rates should be stated in such a manner as a rate that bears a direct relationship to the “average daily Fed Funds”, Treasury bill, or State Investment Pool index. Proposers may submit alternate short-term investment methods as long as idle funds are invested at maximum rates.

6) STOP PAYMENTS:

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

7) CUSTOMER PAYMENTS:

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

8) NON-SUFFICIENT FUNDS:

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

9) BANK RECONCILIATION/REPORTING SERVICES:

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

- C. The cut-off date for statement purposes will be the last day of each calendar month. Statements must be available on-line within seven (7) banking days following the cut-off. In addition, the ECUA reserves the right to receive interim statements or to change the cut-off date, should the need arise.
- D. All advices affecting a debit or credit memo type transaction shall be available on-line. Debit memos shall not be used to charge ECUA bank accounts for supplies or services provided. Charges for supplies or services shall be included in the invoice prepared by the bank.
- E. Deposit corrections shall include backup detail with the minimum being the amount and date of the deposit and a copy of the check(s) involved. All advices, statements and notices shall be delivered to:

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

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

10) POSITIVE PAY SERVICE:

Describe the bank's Positive Pay service and procedures, including file transmission requirements. Include a detailed explanation of the procedures for handling exception items and for removing stale-dated checks. Indicate the procedure, if different, for notifying the bank of a single check or small check run outside of the regular batch file. The bank should provide adequate training to ECUA personnel. All costs for Positive Pay service and set up should be itemized on the Banking Services Proposal Form.

11) ELECTRONIC PAYMENT PROCESSING:

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

12) ACH SERVICES:

ECUA currently uses the following ACH services:

- a. Direct deposit is required for ECUA's 520 employees. Employees are paid biweekly. Board members are paid monthly.

- b. ECUA customers may authorize ECUA to draft payment of their utility bill directly from their bank account through ECUA's Pre-Authorized Checking program. An average of 1700 bank drafts are processed weekly.
- c. ECUA pays its monthly credit card invoice by ACH.
- d. Certain governmental customers pay their utility bills by electronic funds transfer.
- e. ECUA has recently begun offering electronic payment to vendors. Vendors are paid weekly.

The bank should indicate the cut-off times for processing these types of transactions. Explain in detail the procedure for stopping or reversing an ACH transaction once it has been transmitted to the bank. The system should handle routing numbers for closed or merged institutions. Notification of returned ACH items should be handled in the same manner as described for debit and credit memos in item 9) D and E. The Bank must notify ECUA of deposits made by ACH by the next banking day and provide sufficient information online for ECUA to credit the customer's payment to their utility account.

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

13) LETTERS OF CREDIT:

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

14) COLLATERAL:

The bank must be a "Qualified Public Depository" under Chapter 280, Florida Statutes. The bank must pledge collateral security, as specified by State Law. At no time shall the amount on deposit exceed the pay value of securities pledged less maximum insurance coverage provided by the Federal Deposit Insurance Corporation. Acceptable security and specific regulations regarding collateral requirements are outlined in the Florida Statutes.

15) BANKING SUPPLIES:

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

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

16) BILLING:

The bank will prepare a monthly billing for services rendered. This billing must be presented in a format similar to the proposal form, with a total for all service charges for the month. It is the intent of the ECUA to pay for all services specified within this proposal document. Other banking services and documents not detailed on the proposal form will be provided to the ECUA at no cost: such services include the availability of bank staff to consult with ECUA staff concerning bank service procedures and performance. At any termination of this agreement, the bank or ECUA would be compensated in accordance with the contract. The billing should provide an unbundled list of charges. There shall be no automatic debiting of the ECUA's account for service charges without written notification of the reason for the charge.

17) HOLIDAY CLOSINGS:

The bank should provide a holiday schedule.

18) IMPLEMENTATION SCHEDULE:

Provide an implementation schedule beginning with the anticipated award date of May 27, 2010 through contract commencement, and beyond if applicable (for any possible follow-up issues).

19) EMERGENCY PREPAREDNESS AND DISASTER RECOVERY:

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

In the event of a disaster situation (hurricane, tornado, etc.), the bank shall deliver up to \$1,000,000 in cash from the Concentration account to a designated location. Cash would be provided in various denominations to pay employees and vendors during an emergency situation where local banking institutions are not open for business. Deliveries would be on a weekly basis until normal banking activities are restored.

20) OTHER BANKING SERVICES:

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

- a. Purchasing cards. ECUA currently piggybacks the State purchasing card contract. ECUA has issued 240 cards. During the twelve months ended December 31, 2009, employees conducted 5,570 transactions totaling \$938,600.
- b. Ability to accept credit/debit cards for payment of customer utility bills at our Ellyson Field office. Please include costs and requirements for ECUA to implement this service.

ECUA RISK MANAGEMENT POLICY AND STANDARDS

FOR

CONTRACTS FOR PROFESSIONAL SERVICES

STATEMENT OF PURPOSE

The Emerald Coast Utilities Authority enters into agreements and contracts for services and/or products of other parties, and into leases of property to others.

Agreements, contracts and leases shall contain risk management/insurance terms to protect the ECUA's interests and to minimize its potential liabilities. The following terms and requirements shall be included.

ECUA DEFINED

The term ECUA (wherever it may appear) is defined to mean the Emerald Coast Utilities Authority itself, its Board, officers, employees, volunteers, representatives and agents.

OTHER PARTY DEFINED

The term Other Party (wherever it may appear) is defined to mean the other person or entity which is a party to this agreement, contract or lease, any subsidiaries or affiliates, contractors and subcontractors.

HOLD HARMLESS/PAYMENT ON BEHALF OF ECUA

Applicable to Professional Liability Other Than Florida Construction Contracts

ECUA 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 sole negligence of ECUA.

ECUA 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 ECUA's sole negligence.

The Other Party agrees to pay on behalf of ECUA, and to pay the cost of ECUA's legal defense, as may be selected by ECUA, for all such claims.

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

LOSS CONTROL/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 be expected to comply with all laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.

ECUA 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 damages from the Other Party to ECUA.

INSURANCE - BASIC COVERAGES REQUIRED

The Other Party shall procure and maintain the following described insurance, except for coverages specifically waived by ECUA, on policies and with insurers acceptable to ECUA.

These insurance requirements shall not limit the liability of the Other Party. ECUA 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 and professional liability, the Other Party's insurance policies shall be endorsed to name the Emerald Coast Utilities Authority as an additional insured to the extent of ECUA's interests arising from this agreement, contract or lease.

Except for workers compensation, the Other Party waives its right of recovery against ECUA, to the extent permitted by its insurance policies.

The Other Party's deductibles/self-insured retentions shall be disclosed to ECUA and may be disapproved by ECUA. They shall be reduced or eliminated at the option of ECUA. 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 ECUA shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of ECUA, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

Workers Compensation Coverage

The Other Party shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and employers 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 or Comprehensive 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.

General Liability Coverage

Commercial General Liability - Occurrence Form Required

If Commercial General Liability coverage is provided:

Coverage A shall include premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, and broad form property damage coverages.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

Products/Completed Operations

The Other Party shall continue to purchase products and completed operations coverage to satisfy the requirements of this contract for three years from the date that the contract is completed.

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.

Professional Liability/Malpractice/Errors or Omissions Insurance

The Other Party shall purchase and maintain professional liability or malpractice or errors or omission 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.

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 shall not be more restrictive than the underlying insurance policy coverages.

CERTIFICATES OF INSURANCE

Required insurance shall be documented in Certificates of Insurance which provide that ECUA shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change.

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

If requested by ECUA, 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 ECUA, 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 ECUA, 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, ECUA 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 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 ECUA for up to one year after damage or destruction of the property

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 \$_____ is required by the ECUA for this agreement or contract.

Liquor Liability

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 ECUA an owners protective liability insurance policy (preferably through the Other Party's insurer) in the name of ECUA. This is redundant coverage if ECUA 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 all risks of loss, subject to a waiver of coinsurance, and covering 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.

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

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 ECUA

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

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.

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.

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 exposures which may arise from this agreement or contract.

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: _____

EMERALD COAST UTILITIES AUTHORITY

RFP NUMBER 2010-08

PROPOSAL FORM

BANKING SERVICES

TO: EMERALD COAST UTILITIES AUTHORITY
PENSACOLA, FLORIDA

DATE: _____

GENTLEMEN:

IN ACCORDANCE WITH YOUR REQUEST FOR BIDS, 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 BID(S) LISTED BELOW:

THE UNDERSIGNED FURTHER DECLARES THAT HE HAS CAREFULLY EXAMINED THE SPECIFICATIONS AND IS THOROUGHLY FAMILIAR WITH THEM AND THEIR PROVISION. HE FURTHER DECLARES THAT NO OTHER PERSON OTHER THAN THE BIDDER 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.

SEE PAGE 36, (ESTIMATED YEARLY TOTALS)

BIDDER: _____

BY: _____
(Print or Type)

Signature: _____

Title: _____

Address: _____

Telephone: () _____

Fax Number: () _____

FEID Number: _____

EMAIL: _____

IT IS ESSENTIAL THAT THE SUBMISSION INCLUDE SIGNED AFFIDAVITS ON THE BELOW LISTED FORMS.

Executed Attached Forms:

_____ Proposal Form

_____ Drug-Free Workplace Form

_____ Equal Opportunity Form

_____ Non-Segregated Facilities Form

PROPOSAL FORM
ESTIMATED MONTHLY TOTALS

| | Average Monthly Volume | BID CHARGE PER ITEM | ESTIMATED ANNUAL CHARGES |
|--|------------------------------|---------------------------|--------------------------------|
| FDIC Insurance Charge (Attach calculation) | | _____ | _____ |
| No. of Units for FDIC Insurance | \$8,868,360 | | |
| Accounts Maintained | | | |
| Checking Accounts | 2 | _____ | _____ |
| ZBA Checking Account | 1 | _____ | _____ |
| Number of Deposits | 212 | _____ | _____ |
| Number of Items Deposited | 519 | _____ | _____ |
| Currency/Coin Deposit/\$100-vault | \$3,816 | _____ | _____ |
| Deposit Corrections | 3 | _____ | _____ |
| Deposit Images Viewed | 27 | _____ | _____ |
| Return Items | 110 | _____ | _____ |
| Return Item Redeposited | 167 | _____ | _____ |
| Checks Paid | 768 | _____ | _____ |
| ACH Services: | | | |
| Items Paid | 117 | _____ | _____ |
| Files Processed | 13 | _____ | _____ |
| ACH Block (No. of Accounts) | 1 | _____ | _____ |
| ACH Deposits | 86 | _____ | _____ |
| ACH Monthly Maintenance (No. of Accounts) | 2 | _____ | _____ |
| ACH Returns | 18 | _____ | _____ |
| ACH Positive Pay Maintenance (No. of Accounts) | 1 | _____ | _____ |
| ACH Debits (customer payments) | 6,806 | _____ | _____ |
| ACH Credits (payroll) | 1,849 | _____ | _____ |
| ACH Credits CCD | 164 | _____ | _____ |
| ACH Change Notifications | 4 | _____ | _____ |

PROPOSAL FORM
ESTIMATED MONTHLY TOTALS

| | Average Monthly Volume | BID CHARGE PER ITEM | ESTIMATED ANNUAL CHARGES |
|--|------------------------------|---------------------------|--------------------------------|
| Electronic Lockbox Service: (electronically initiated customer bill payments) | | | |
| Number of Payments | 13,000 | _____ | _____ |
| Maintenance Fee | 1 | _____ | _____ |
| Number of Return Items | 2 | _____ | _____ |
| Paid Check Imaging: | | | |
| Maintenance (No. of Accounts) | 1 | _____ | _____ |
| Items Imaged | 768 | _____ | _____ |
| CD-ROM/DVD | 1 | _____ | _____ |
| Account Reconciliation | | | |
| Outstanding Issue Items on File | 415 | _____ | _____ |
| Positive Pay Monthly Maintenance (No. of Accounts) | 1 | _____ | _____ |
| Full Reconciliation Item | 768 | _____ | _____ |
| Account Recon Transmissions | 1 | _____ | _____ |
| Full Recon Monthly Maintenance (No. of Accounts) | 1 | _____ | _____ |
| Partial Recon Monthly Maintenance (No. of Accounts) | 1 | _____ | _____ |
| Remote Deposit Capture | | | |
| Number of Items * | 54,502 | _____ | _____ |
| Number of Locations Transmitting Files | 1 | _____ | _____ |
| Image Item Clearing | 3,207 | _____ | _____ |
| Image Replacement Documents | 5,302 | _____ | _____ |
| Nonconforming Images under 1% | 1 | _____ | _____ |

PROPOSAL FORM
ESTIMATED MONTHLY TOTALS

| | Average Monthly Volume | BID CHARGE PER ITEM | ESTIMATED ANNUAL CHARGES |
|---------------------------------------|------------------------------|---------------------------|--------------------------------|
| Internet Access | | | |
| Electronic Advice Reports | 46 | _____ | _____ |
| Internet Access Maintenance | | _____ | _____ |
| Previous Day Reports Access | 136 | _____ | _____ |
| Current Day Reports Access | 40 | _____ | _____ |
| Check Status Inquiry | 127 | _____ | _____ |
| Stop Payments | 1 | _____ | _____ |
| Emain Notifications | 6 | _____ | _____ |
| Wire Transfers | | | |
| Account Transfers | 1 | _____ | _____ |
| Domestic Wires Initiated Online | 12 | _____ | _____ |
| Domestic Wires Initiated by Telephone | 0 | _____ | _____ |
| Book Transfers Initiated Online | 2 | _____ | _____ |
| Account Transfer Credit | 1 | _____ | _____ |
| Book Transfer Credit | 2 | _____ | _____ |
| Debits Posted | 15 | _____ | _____ |
| Deposits | 4 | _____ | _____ |
| Supplies | | | |
| Tamper-evident deposit bags | 25 | _____ | _____ |
| Deposit Slips | 25 | _____ | _____ |

* Includes 44,623 checks currently processed by our lockbox vendor. We will bring this process in-house by October 2010 and deposit the funds by remote deposit capture.