



EMERALD COAST UTILITIES AUTHORITY

REQUEST FOR QUALIFICATIONS
FOR
MITIGATION, RESTORATION, AND OR PLUMBING SERVICES
IN RESPONSE TO RISK MANAGEMENT CLAIMS

RFQ #2014-06

SUBMITTALS DUE
2:00 PM., CENTRAL DAYLIGHT TIME, TUESDAY, MARCH 25, 2014

PREPARED BY ECUA RISK MANAGEMENT IN CONJUNCTION WITH HUMAN
RESOURCES AND PURCHASING STAFF FEBRUARY 2014

PO BOX 15311
PENSACOLA, FLORIDA 32514-0311

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SECTION 1 – GENERAL INFORMATION

1.1 Legal Ad

LEGAL ADVERTISEMENT

Sealed bids for Bid Number 2014-06, Request for Qualifications for Mitigation, Restoration and/or Plumbing Services in Response to Risk Management Claims, 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., Tuesday, March 25, 2014, at which time bids submitted will be publicly opened. It is the intent of the Emerald Coast Utilities Authority to establish a list of qualified vendors to provide general mitigation, restoration and/or plumbing services on an as needed basis to the Emerald Coast Utilities Authority (ECUA) in an effort to minimize or resolve risk management claims. Bidders may elect to state their qualifications to provide some or all of these services. Qualified companies will be called upon to provide services as needed to clean, restore, repair, mitigate, or provide plumbing services to residential or commercial structures for approved claimants on behalf of ECUA. Specifications and information may be obtained free of charge from the ECUA, Purchasing and Stores Manager (850-969-3350), or via email at amy.williamson@ecua.fl.gov, or on the web at www.ecua.fl.gov. Submittals received after 2:00 p.m. on March 25, 2014, will be returned unopened. ECUA reserves the right to reject any or all submittals and re-advertise.

Proposed Advertising Date: February 20, 2014

1.2 PURPOSE

The purpose of this Request for Qualifications (RFQ) is to identify and prequalify professional mitigation, restoration, and plumbing service companies to provide general mitigation, restoration and/or plumbing services on an as needed basis to the Emerald Coast Utilities Authority (ECUA) in an effort to minimize or resolve risk management claims. Qualified companies will be called upon to provide services as needed to clean, restore, repair, mitigate, or provide plumbing services to residential or commercial structures for approved claimants on behalf of ECUA.

The information provided in this RFQ outlines the scope of work, guidelines for qualification preparation, selection procedure for companies interested in providing the stated services.

1.3 BACKGROUND

The ECUA is an independent special district local governmental body created by special act of the Florida legislature in 1981 to provide utility services to customers in unincorporated Escambia County, the City of Pensacola, and contiguous areas. The ECUA is governed by a five-member elected Board and is managed by an Executive Director appointed by the Board. Except for potable water services in areas currently served by other franchised utilities, the Utility services provided by ECUA include water, wastewater, and sanitation collection.

1.4 Issuing Office

Douglas N. Patterson, Risk Management & Loss Recovery Analyst
Emerald Coast Utilities Authority
PO Box 15311
Pensacola, Florida 32514-0311

1.5 Contact Office

Peter F. Wilkinson, Purchasing and Stores Manager
Amy Williamson, Senior Purchasing Agent, CPPB, FCCM
Emerald Cost Utilities Authority
PO Box 15311
Pensacola, Florida 32514-0311
Phone: 850.969.3350

1.6 Notification

A legal advertisement describing this RFQ will be published in the Escambia Sun Press providing notice to interested parties and information on how to obtain a complete RFQ package. In addition, ECUA has elected to send copies of the RFQ via email to companies who may have expressed interest in providing services to ECUA, or have otherwise been recently added to an email list of contacts. Inclusion in, or exclusion from, the initial email distribution of RFQs will not be considered in the evaluation of submittals.

1.7 Rejection

The ECUA reserves the right to waive informalities in any RFQ response; reject any or all applications; offer additional prequalification periods; and prequalify those applicants which in its judgment are responsible applicants with all decisions being made based upon what the ECUA believes to be the best interest of its ratepayers, in the reasonable exercise of its discretion and which serve the interest and intent of this request.

1.8 Cost

All costs and expenses involved with the preparation and submission of a response to this RFQ and the Applicant's participation in the RFQ process shall be borne solely by the respondent company and shall not, in any case, be reimbursed by the ECUA.

1.9 Addenda

No interpretation of the meaning of the RFQ or other pre-qualification documents will be made to any party orally. Requests for additional information or clarifications of the RFQ must be made in writing to the RFQ Coordinator no later than five business days prior to the date fixed for Qualifications Submittal:

Amy Williamson, e-mail: Amy.williamson@ecua.fl.gov

Other ECUA staff, elected officials and the ECUA's agents and advisors, shall not be contacted.

Any changes in the RFQ will be addressed by addendum. All addenda will be sent by email to the same list of individual companies that originally were sent a qualification package and any other company that contacted the purchasing division and requested their name be added to that list. The addendum will also be posted to the ECUA website at www.ecua.fl.gov under the Bid Opportunities section found in the "Doing Business with ECUA" area. The ECUA reserves the right to request additional information as required to adequately evaluate all submittals.

SECTION 2 – SCOPE OF WORK

2.1 Objectives

Pre-qualify vendors based on qualifications for Emergency Response to provide Mitigation, Restoration and/or Plumbing services.

2.2 Service Scope for Mitigation and Restoration Service Vendors

2.2.1 Mitigation and/or Restoration services that may be requested may include immediate mitigation response to a customer's location as a result of sewer back-up or water damage. Depending on extent of the loss event, restoration services may also be required. Additionally, ECUA may use different vendors for mitigation services and restoration services, or otherwise bifurcate the work.

2.3 Service Scope for Plumbing Vendors

2.3.1 Emergency Plumbing Services may be requested on both commercial and residential accounts. Services needed may include completing minor repairs to backflow preventer valves, flushing water lines and plumbing fixtures as a result of sand infiltration from a main break or other occurrence. Other routine plumbing services may be required.

SECTION 3 – SUBMITTAL REQUIREMENTS

3.1 General Requirements

3.1.1 Submittals

Submittals will be submitted to:
Pete Wilkinson, Purchasing & Stores Manager
Emerald Cost Utilities Authority
PO Box 15311
Pensacola, Florida 32514-0311

Submittals will be received no later than 2:00 pm, March 25, 2014 (local time). The submittal package will contain one original and two (2) copies, with the envelope clearly marked as follows:

Company Name
RFQ No. 2014-06
Request for Qualifications
for Mitigation, Restoration,
and/or Plumbing Services.

The submitter will be responsible for ensuring their submittal is received prior to the deadline. The ECUA shall not be responsible for delays caused by the Applicant's selected delivery service. Any response to this RFQ delivered after the specified time will not be accepted and will be returned unopened to the contractor/vendor with a notation, "this Statement of Qualifications was received after the delivery time designated for receipt in the RFQ". NOTE: Submittals will not be accepted by fax or email.

No extenuating circumstances will be recognized.

3.1.2 Schedule

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

Thursday, February 20, 2014	Email packages to identified companies
Thursday, February 20, 2014	Publication of Legal Notice Escambia Sun Press
Thursday, February 20, 2014	Copies of RFQ available through ECUA Purchasing
Tuesday, March 25, 2014	Submittals due (2:00 pm CST)
Monday, April 7, 2014	Shortlisted companies notified by Risk Mgmt.
Thursday, April 24, 2014	Recommendation to ECUA Board

3.2 Minimum Qualifications

3.2.1 Principal companies must be licensed in the State of Florida to conduct business and provide services pursuant to the applicable provisions of Florida Statutes.

3.2.2 Insurance Requirements

Insurance secured by the Vendor shall be issued by Insurance Companies acceptable to the ECUA and duly licensed and authorized in Florida. The insurance specified may be in a policy or policies of insurance, primary or excess. Such insurance shall be in-force on the date of any claim project assignment and shall remain continuously in force through the duration of the project. The Vendor and its sub-contractors shall secure and maintain the following insurance:

- a) Workers Compensation insurance that meets the statutory obligations with Coverage B- Employers Liability limits of at least \$100,000 each accident, \$500,000 disease - policy limit and \$100,000 disease each employee.
- b) Commercial General Liability insurance with limits of at least \$1,000,000 general aggregate, \$1,000,000 products - completed operations \$1,000,000 personal and advertising injury, \$1,000,000 each occurrence \$50,000 fire damage and \$5,000 medical expense any one person. The policy shall be on an "occurrence" basis, shall include contractual liability coverage and the ECUA shall be named an additional insured.

- c) Commercial Automobile Liability insurance covering all owned, non-owned, and hired automobiles with limits of at least \$500,000 per accident.
- d) Professional Liability Insurance or Errors & Omissions insurance providing coverage for 1) the claims that arise from the errors or omissions of the Vendor/Contractor or its sub-contractors and 2) the negligence or failure to render a professional service by the Vendor/Contractor or its sub-contractors. The insurance policy should provide coverage in the amount of \$1,000,000 each occurrence and \$1,000,000 annual aggregate. The insurance policy must provide the protection stated for two years after completion of the work.

Acceptance of the insurance by the ECUA shall not relieve, limit or decrease the liability of the Contractor. Any policy deductibles or retention shall be the responsibility of the contractor. The Contractor shall control any special or unusual hazards and be responsible for any damages that result from those hazards. The ECUA does not represent that the insurance requirements are sufficient to protect the Vendor/Contractor's interest or provide adequate coverage. Evidence of coverage is to be provided on a Certificate of Insurance. A fifteen (15) day written notice is required if the policy is canceled, not renewed or materially changed. The Vendor/Contractor shall require any of its subcontractors, if sub-contracting is allowable under this contract, to comply with these provisions.

3.3 Submittal Format

Submittals should be clear, concise, and organized to facilitate efficient review and evaluation. Promotional material within the RFQ is not necessary or desired, but may be included. Submittals should include the following information in this order:

- 3.3.1 Cover Sheet – Company Application Package signed by a company official with the power to bind the company in the submittal. (Attachment pg. 30)
- 3.3.2 Contractor Qualification Application (Attachment pg. 31)
- 3.3.3 Ownership of Firm, Experience, and Acknowledgement of Emergency Response Requirement (Attachment pg. 32)
- 3.3.4 Company Personnel and Resources – List of Key personnel's experience & responsibilities, and provide list of all applicable subcontractors (Attachment pg. 33)
- 3.3.5 Professional References – Provide five professional references (Attachment pg. 34)
- 3.3.6 Certification of Additional Responsiveness Requirements (Attachment pg. 35)
- 3.3.7 Provide Pricing/Cost Estimates of Contractor Services:
Plumbing Contractors, please provide your hourly rates for services, for both normal business operation and after-hours calls. Please advise if you are qualified

to work on Commercial Back Flow Devices and provide testing results to ECUA following a repair for such device. (See below)

Plumbing Services	Rate (minimum)	Regular Hourly Rate	Emergency/After-Hours Rate
Residential			
Commercial			
Backflow Devices			

Mitigation and Restoration Contractors: In order to provide ECUA with a sample of the expected work product and average pricing, please submit a Mitigation estimate and separate Restoration estimate for the following two scenarios:

Scenario (1):

Loss resulting from Sewage back up affecting a residential 12’x12’ room with a 2’x6” door opening and affected by 6” of sewage water. The damage is discovered within 2 hours of time of loss and promptly reported for mitigation efforts.

- ½” painted drywall affected and needing removal and replacement 2’ high around perimeter of room
- ¾” standard base molding to be removed and replaced
- High grade carpet and pad to be removed and replaced
- Remove and reset average contents for bedroom of this size
- Paint interior walls and base molding with 2 coats
- Sewer water extraction
- Antimicrobial and disinfectant application
- Include 3 days average dry out period with one large dehumidifier and three large fans

Scenario (2):

Loss resulting from clean water damage affecting a 12’x12’ room with a 2’x6” door opening with 2” of clean water. The damage is discovered within 2 hours of time of loss and promptly reported for mitigation efforts.

- ½” painted drywall affected around perimeter, but not needing replacement and revealing water stains 1’ up wall
- ¾” standard base molding, wet around full perimeter. Base molding needing to be removed to dry drywall, but otherwise undamaged and can be reattached.
- High grade carpet and pad wet throughout, but carpet is in like new condition and is salvageable. Carpet pad needs removal and replacement.
- Remove and reset average contents for 12’x12’ room.

- For mitigation estimate, include 3 days average dry out period with one large dehumidifier and three large fans.
- Paint interior walls and base molding with one coat.

SECTION 4 – SELECTION PROCEDURE

4.1 Minimum Qualifications and Short-listing

Submittals will be evaluated by members of the ECUA staff appointed by the Executive Director or his designee. The evaluation team will screen submittals to determine if they meet minimum qualifications. Those meeting minimum qualifications will be evaluated and a short-list will be created. The companies selected will be designated and listed on an approved vendor list to be used for mitigation, restoration, and plumbing services in response to approved risk management claims. Criteria for the evaluation will include (is not limited to, and is not listed in order of importance):

- A. Qualified to conduct business and provide stated services in the State of Florida.
- B. Possess all required current insurance coverage listed in section 3.2.2 in this RFQ as well as the Risk Management Policy and Standards for Agreements, Contract and Leases in this RFQ.
- C. Provide Timely Service-Call Response Time with Qualified personnel - **2HR RESPONSE TIME**
- D. Provide Extended Hours of Availability to meet ECUA’s 24/7 Hours of Operation
- E. Provide Value of Services in relation to cost
- F. Variety and Type of Services Provided
- G. Understanding of the scope of work, and the ability to work cooperatively with ECUA staff and its customers.
- H. Past Performances

Results of the staff evaluation will be presented to the Executive Director, and a recommendation of Vendors/Contractors to be short-listed will be created. The list may then be presented to the Citizens Advisory Committee and then to the ECUA Board. After the short-list recommendation is created, all submitting companies will be notified of the results by the Risk Management Division.

Required presentations by the short-listed companies are not anticipated at this time. If the Executive Director or the Citizens Advisory Committee or ECUA Board chooses to schedule presentations by the short-listed companies, each company will be notified. ECUA, however, reserves the right to request additional information, as it deems reasonably necessary in its discretion, to adequately evaluate all submittals.

4.2 Recommendation of Short-List

The ECUA Board may:

1. Accept the recommendation as presented.
2. Accept the recommendation with modifications.
3. Hold acceptance of the recommendation pending presentations by the short-listed companies.
4. Take some other action.

4.3 Qualification and Certification

Once a list of the companies has been accepted by the ECUA Board, the Board will certify those companies as qualified to provide general mitigation and or plumbing services to ECUA. ECUA will then issue Work Orders to qualified companies on an as-needed basis and in its discretion as to which company is best suited for a particular project. No guarantee is made as to the number or amount of work orders a qualified contractor will receive, if any.

SECTION 5 - ATTACHMENTS

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RISK MANAGEMENT POLICY AND STANDARDS
FOR
AGREEMENTS, CONTRACTS AND LEASES

DEFINITIONS

The following definitions apply to these Risk Management Provisions:

Contract - The contract or agreement of which these Risk Management Provisions are a part for the construction, alteration, repair, or demolition of a structure or facility.

Organization - The Emerald Coast Utilities Authority, a local governmental body of the State of Florida, its Board, officers, employees, volunteers, representatives, and agents.

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

HOLD HARMLESS

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

PAYMENT ON BEHALF OF ORGANIZATION

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

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

LOSS CONTROLS/SAFETY precaution shall be exercised at all times by the Other Party for the protection of all persons, including employees, and property. The Other Party shall comply with all laws, regulations, or ordinances relating to safety and health, and shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.

The Organization may order work to be stopped if conditions exist that present immediate danger to persons or property. The Other party acknowledges that such stoppage will not shift responsibility for any loss or damages from the Other Party to the Organization.

SEVERABILITY

The provisions of these Risk Management Provisions are severable. In the event a court of competent jurisdiction should declare any provision of these Risk Management Provisions to be void or contrary to public policy such provision shall be stricken from these Risk Management Provisions, and the remaining provisions shall be enforced as though the provision determined to be void or contrary to public policy had not been included herein.

INSURANCE - BASIC COVERAGES REQUIRED

The Other Party shall procure and maintain the following described insurance, except for coverages specifically waived by the Organization, on policies and with insurers acceptable to the Organization. These insurers shall have A.M. Best (or equivalent) rating of no less than A:VII unless otherwise agreed to by the Organization.

These insurance requirements shall not limit the liability of the Other Party. The Organization does not represent these types or amounts of insurance to be sufficient or adequate to protect the Other Party's interests or liabilities, but are merely minimums.

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

The Other Party's deductibles/self-insured retentions shall be disclosed to the Organization and may be disapproved by the Organization. They shall be reduced or eliminated at the option of the Organization. The Other Party is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Other Party or any other insurance of the Other Party shall be considered primary, and insurance of the Organization, if any, shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of Organization, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

Additional Insured

Except for workers compensation and professional liability, the Other Party's insurance policies shall be endorsed to name the Organization as an additional insured for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the Other Party's acts or omissions; or the acts or omissions of those acting on the Other Party's behalf; in the performance of the Other Party's ongoing operations for the Organization. The preferred Commercial General Liability coverage endorsement is ISO Form CG 20 10.

Workers Compensation Coverage

The Other Party shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.

The Other Party shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage

The Other Party shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies of the Insurance Services Office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers Compensation Coverage section) and the total amount of coverage required.

Commercial General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The Other Party is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the Organization's acceptance of renovation or construction projects.

Business Auto Liability Coverage

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

Excess or Umbrella Liability Coverage

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

EVIDENCE/CERTIFICATES OF INSURANCE

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

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

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

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

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

ADDITIONAL INSURANCE

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

Property Coverage for Leases

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

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

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 Organization for this agreement or contract.

Liquor Liability Coverage

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

Owners Protective Liability Coverage

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

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

Builders Risk Coverage

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

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

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

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

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

Installation Floater Coverage

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

Motor Truck Cargo Coverage

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

Contractor's Equipment Coverage

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

Fidelity/Dishonesty Coverage - for Employer

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

Fidelity/Dishonesty/Liability Coverage - for Organization

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

Garage Liability Coverage

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

Garagekeepers Coverage (Legal Liability Form)

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

Garagekeepers Coverage (Direct-Excess Form)

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

Watercraft Liability Coverage

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

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

United States Longshoremen and Harborworkers Act Coverage

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

Jones Act Coverage

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

Aircraft Liability Coverage

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

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

Pollution/Environmental Impairment Liability Coverage

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

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

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

PROFESSIONAL LIABILITY, MALPRACTICE AND/OR ERRORS OR OMISSIONS

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

Hold Harmless

The following replaces the previous Hold Harmless wording.

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

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

Professional Liability/Malpractice/Errors or Omissions Insurance

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

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

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

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

These insurance requirements shall not limit the liability of the Other Party. The Organization does not represent these types or amounts of insurance to be sufficient or adequate to protect the Other Party's interests or liabilities, but are merely minimums.

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

The Other Party's deductibles/self-insured retentions shall be disclosed to the Organization and may be disapproved by the Organization. They shall be reduced or eliminated at the option of the Organization. The Other Party is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Other Party or any other insurance of the Other Party shall be considered primary, and insurance of the Organization shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of Organization, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

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. INSPECTION AND ACCEPTANCE – Inspection and acceptance will be at destination unless otherwise provided. Until 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. METHOD OF AWARD – ECUA anticipates placing orders under this contract telephonically. If the contractor prefers to confirm the telephonic order via email, ECUA will send a reply email within three business days.
4. 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.
5. 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.
6. 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.

7. 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.

8. a 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.

9. 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.

10. 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.

11. 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 or the taxes paid. ECUA is exempt from State Sales Tax.

12. 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.

13. 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 re-procuring 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.
14. 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.
15. 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).
16. EXTENT OF OBLIGATION – ECUA is obligated under a call-type Purchase Order only to the extent of authorized calls actually placed against this agreement.

17. **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.
18. **WARRANTIES** – In addition to all warranties, established by statute or common law or set forth elsewhere in this order, the Vendor expressly warrants that all material or services covered herein shall conform to all specifications, drawings, samples, and descriptions furnished or adopted by ECUA and shall be of the best quality and fit and sufficient for the purpose for which purchased, if specified hereon, merchantable of good material and workmanship and free from all latent and patent defects. ECUA’s failure to give notice to Vendor of any breach of warranty shall not discharge Vendor’s liability therefore. Without limiting the generality of the foregoing, Vendor agrees to be responsible for all defects in design, workmanship and materials, which may become apparent within twelve months of receipt by ECUA.
19. **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.
20. **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.
21. **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.
22. **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.

23. DEVIATION FROM SPECIFICATIONS – Emerald Coast Utilities Authority has the sole authority to determine if any deviation from the specifications cited is acceptable.
24. 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 bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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.
25. BID AUTHORIZATION - All bids 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 bid. One complete set of bid forms will be furnished each company interested in bidding.
26. DISPUTE RESOLUTION - ECUA and Contractor agree that in the event of any dispute or claim relating to, arising out of, or interpreting the contract documents delineating their contractual relationship, all such disputes or claims shall be fully, finally, and exclusively decided by a State court of competent jurisdiction sitting in Escambia County, Florida. Additionally, ECUA and Contractor knowingly and willingly hereby waive their respective rights to have any such disputes or claims decided by a jury; instead, their sole relief shall be via a bench trial in which a judge alone sits as the finder of fact.

EQUAL OPPORTUNITY CLAUSE

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

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

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

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

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

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

Signature

Date

Name & Title of Signer

CERTIFICATION OF NONSEGREGATED FACILITIES

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

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

Signature

Date

Name & Title of Signer

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:_____

COVER SHEET
Contractor Application Package

Contractor Name

Contractor Address

Contractor's Telephone Number and Email Address

Signature of Authorized Representative

EMERALD COAST UTILITIES AUTHORITY
CONTRACTOR QUALIFICATION APPLICATION

COMPANY INFORMATION

Name: _____

Address: _____

City: _____ State: _____ Zip _____

Business Phone: _____ Home Phone: _____

Fax No.: _____ Month & year Established: _____

Years of experience: _____ Federal Tax ID Number: _____

Name of Principal Contact Person: _____

Is your company registered and licensed to do business in Florida? ____ Yes ____ No

Is your company a member of the Better Business Bureau? ____ Yes ____ No

Is your company a Minority Owned Business? ____ Yes ____ No

Is your company a Female Owned Business? ____ Yes ____ No

How long has your company been in business? _____

Can your company meet the insurance requirements specified in the RFQ? ____ Yes ____ No

Can your company meet the timing requirements specified in the RFQ? ____ Yes ____ No

Can your company meet all of the specifications in the RFQ? ____ Yes ____ No

Are you certified as MBE/WBE? ____ Yes ____ No

CERTIFYING AGENCY

OWNERSHIP OF FIRM

Type of Ownership: Individual _____ Partnership _____ Corporation

Name and address of Owner, all Partners or all Stockholders (use back if necessary):

Name/Title	Address	% Ownership Interest
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Experience

Describe your company's length of experience performing mitigation services:

Describe your company's length of experience performing restoration services:

Describe your company's length of experience performing plumbing services:

In the event of the need for an emergency response requirement, how quickly could you mobilize a crew?

COMPANY PERSONNEL AND RESOURCES

Supervisory Personnel

Name	Years' Experience	Responsibilities	Certifications
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Billing Staff

Name	Position	Phone #
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

List all Subcontractors

Company Name	Contact Person	Phone #
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Trade References (Suppliers with whom you have open accounts.)

NAME	PHONE #	CONTACT PERSON
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

PROFESSIONAL REFERENCES

	NAME	ADDRESS	PHONE	EMAIL ADDRESS
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____

Is there any pending litigation with which your company is engaged? If so, please list and state the nature of this litigation:

By my signature, I make legal affirmation that all representation included by me in this application form are true and factual to the full extent of my knowledge.

DATE

SIGNATURE OF PRINCIPAL

EMERALD COAST UTILITIES AUTHORITY
CERTIFICATION OF ADDITIONAL RESPONSIVENESS REQUIREMENTS

I certify that my company possesses the appropriate experience and qualifications necessary to provide remediation, mitigation, and/or plumbing services to the Emerald Coast Utilities Authority.

- 1. I certify that if selected to perform remediation, mitigation and/or plumbing services for the Emerald Coast Utilities Authority, my company will perform those services in compliance with this request for qualification.

- 2. I certify that my employees and any subcontractors who will be utilized to perform emergency spill remediation, mitigation and/or plumbing services will adequately trained to provide those services in a manner that is safe and compliant with this request for qualification.

- 3. I certify that I have attached all current licenses and permits held by my company, the proposed project manager and key employees related to providing remediation, mitigation and/or plumbing services, including but not limited to Hazardous Waste transporter, storage, and/or disposal permits/licenses.

- 4. I certify that my company is capable of responding to any site within the Emerald Coast Utilities Authority Service Area, i.e., anywhere within Escambia County, Florida, including but not limited to Pensacola, within **two hours**.

- 5. By signing below I certify that I understand the requirements as described in this Request for Qualifications.

Name of Interested Firm: _____

By Authorized Signature: _____

Printed Name & Title of Person Signing: _____

Date Signed: _____

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