

## REQUEST FOR PROPOSALS

RFP NUMBER: 2015 02

THE EMERALD COAST UTILITIES AUTHORITY INVITES YOUR COMPANY TO SUBMIT A PROPOSAL ON ITEM (S) AS LISTED IN THIS REQUEST. IT IS THE INTENT OF THE EMERALD COAST UTILITIES AUTHORITY TO RECEIVE PROPOSALS THAT WILL BE PUBLICLY OPENED AT **2:00 P.M. November 11, 2014** FOR THE FOLLOWING:

### **ITEM A – RESIDENTIAL WATER AND SEWER SERVICE LINE PROTECTION PROGRAM**

SEALED PROPOSALS WILL BE RECEIVED UNTIL 2:00 P.M., November 11, 2014, 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. 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-BID A PROJECT, IN WHOLE OR IN PART; AND TO ACCEPT A PROPOSAL THAT IN ITS JUDGMENT IS THE LOWEST AND BEST PROPOSAL OF A RESPONSIBLE PROPOSER. 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.

## TABLE OF CONTENTS

### **PART 1 GENERAL INFORMATION**

- 1.1 Legal Ad
- 1.2 Statement of No Proposal

### **PART 2 OVERVIEW**

- 2.1 BACKGROUND
- 2.2 PURPOSE
- 2.3 PUBLIC ENTITY CRIME
- 2.4 BASIC DESCRIPTION
- 2.5 TERMS

### **PART 3 SCOPE OF WORK**

- 3.1 COVERAGE
- 3.2 REPAIR SERVICES
- 3.3 ADMINISTRATION/BILLING
- 3.4 CUSTOMER SERVICE
- 3.5 MARKETING
- 3.6 QUALITY ASSURANCE
- 3.7 LIABILITY & WARRANTY
- 3.8 MANNER OF PAYMENT TO ECUA
- 3.9 REPORTING REQUIREMENTS
- 3.10 PROGRESS MEETINGS
- 3.11 WHAT ECUA WILL PROVIDE

### **PART 4 PROPOSAL REQUIREMENTS**

- 4.1 SERVICE PLAN
- 4.2 CUSTOMER SERVICE
- 4.3 MARKETING
- 4.4 QUALITY ASSURANCE
- 4.5 IMPLEMENTATION
- 4.6 CLAIM HISTORY
- 4.7 COST INFORMATION
- 4.8 REPORTING/SAMPLES
- 4.9 REFERENCES
- 4.10 PROVIDER EXPERIENCE

### **PART 5 SUBMITTAL INSTRUCTIONS**

- 5.1 ECUA CONTACT INFORMATION
- 5.2 NUMBER OF COPIES REQUIRED
- 5.3 ORAL PRESENTATIONS

### **PART 6 EVALUATION/SELECTION PROCESS**

- 6.1 EVALUATION CRITERIA
- 6.2 SELECTION PROCESS

### **PART 7 REQUIRED FORMS**

- 7.1 INSURANCE REQUIREMENTS
- 7.2 EQUAL OPPORTUNITY CLAUSE
- 7.3 CERTIFICATION OF NONSEGREGATED FACILITIES
- 7.4 DRUG FREE WORKPLACE FORM

## 1.1

### LEGAL ADVERTISEMENT

Sealed proposals for RFP Number 2015 02, Residential Water & Sewer Service Line Protection Program for the Emerald Coast Utilities Authority, 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, Tuesday, November 11, 2014, at which time proposals submitted will be publicly opened. Specifications and information may be obtained from the ECUA, Purchasing and Stores Manager (850-969-3350), or via email at [amy.williamson@ecua.fl.gov](mailto:amy.williamson@ecua.fl.gov), or on the web at [www.ecua.fl.gov](http://www.ecua.fl.gov). Proposals received after 2:00 p.m. local time, Tuesday, November 11, 2014, will be returned unopened. ECUA reserves the right to reject any or all proposals and re-advertise.

Proposed Advertising Date: October 2, 2014

**1.2**

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

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**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 No. 2015 02** 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:**

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

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

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

**NOTE:** Statement of No Proposal may be faxed into the Purchasing Division (850-969-3384), or emailed to [amy.williamson@ecua.fl.gov](mailto:amy.williamson@ecua.fl.gov)

**EMERALD COAST UTILITIES AUTHORITY  
REQUEST FOR PROPOSAL  
RESIDENTIAL WATER AND SEWER SERVICE LINE  
PROTECTION PROGRAM  
RFP 2015 02**

**2.1 Background:**

The ECUA was established in 1981 when the Florida Legislature authorized the creation of the ECUA to supply portions of Escambia County with water and sewer services. Currently ECUA is responsible for producing, treating, pumping and delivering drinking water to approximately 90,000 residential accounts and collecting, transmitting and treating wastewater from approximately 65,000 residential accounts within the ECUA's service area. Many of the residences within the ECUA service area have water and sewer laterals which are several decades old and are at increased risk of failure. In accordance with ECUA regulations, homeowners are responsible for repairs of their water and sewer lateral lines from the home to the point of connection with the ECUA main, which most homeowner's insurance policies do not cover. When service lines do fail, which is usually without warning, repairs need to be made immediately, and homeowners are faced with the challenges of finding qualified contractors and paying for their work out-of-pocket. Repairs can easily cost thousands of dollars and may require heavy equipment and special permits. For the above reasons, we estimate that ECUA customers will benefit significantly with the establishment of a service line protection program for the ECUA's water and sewer customers.

## 2.2 **Purpose:**

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract with a qualified firm to offer a “**Residential Water and Sewer Service Line Protection Program**” for ECUA. The purpose of this solicitation is to procure the best value for the ECUA in accordance with specifications and documents herein for acquiring Residential Water and Sewer Service Line Protection Program for ECUA customers as further described in the Detailed Specifications section of this solicitation.

## 2.3 **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 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, Florida Statutes, for CATEGORY TWO (\$35,000) for a period of 36 months from the date of being placed on the convicted vendor list.

## 2.4 **BASIC DESCRIPTION:**

The *primary goals and objectives* of offering a Residential Service Line Repair Program in the ECUA service area include:

1. The ability to deliver a product package that will meet the needs of our residential customers and provide them with a voluntary and affordable solution for costly and unexpected water service and sewer lateral line repairs.
2. Minimizing damage to surrounding streets and infrastructure, and reducing the cost to customers and the ECUA by ensuring highly qualified contractors, which will adhere

to state and local codes, perform necessary work on customer water service and sewer lateral lines.

3. Educating customers on their responsibilities regarding line maintenance and repair.

The Program offered shall provide coverage for the cost of repair and/or replacement of customer water service lines from the meter to the residence house and sewer laterals from the connection point at the sewer main to the residence, as well as labor and materials to complete all repairs and/or replacement. The selected Provider will be permitted to directly market the program to ECUA customers via inserts in ECUA's monthly billing and enter into policy agreements with such customers. The direct relationship will be between the customer and the Provider, as the ECUA will not be involved in that relationship; it is up to the customer to determine if the customer wants to purchase the services from the Provider, and the Provider will be responsible for collection of premiums and remitting payments to contractors.

\*\*\*Nothing shall be construed as a partnership or joint enterprise between Provider and ECUA. Provider shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors. \*\*\*

#### Residential Service Line Repair Insurance Program

1. Residential Water Service Lines: The ECUA is interested in selecting a Provider to provide customer water service line protection which will repair or replace leaks or blockage to incoming water service lines. Qualifying leaks or failures should be repaired or replaced to good working conditions and within Escambia County, Florida building and plumbing code and accepted plumbing standards by Master Plumbers registered with the State of Florida. The plan should cover the service line from the connection to the ECUA water meter setting to the residence and any basic site restoration including backfilling, raking and reseeded/re-sodding; and/or replacement of concrete walkway and pavement and other improvements as necessary.
2. Residential Sewer Lateral Lines: The ECUA is interested in selecting a Provider to provide customer sewer lateral line protection to repair broken, damaged, or clogged

sewer lateral pipes from the residence to the ECUA's sewer main connection. In most cases, these sewer service lines or sewer laterals are six (6) inches or less in diameter. Plan should include the cost of the investigation, basic site restoration including backfilling, raking and reseeding/re-sodding, and/or replacement of concrete walkway and pavement and other improvements as necessary. Repairs shall be completed within Escambia County, Florida building and plumbing code and accepted plumbing standards by Master Plumbers registered with the State of Florida.

## **2.5 TERM OF AGREEMENT**

The Proposer shall provide and pay for all labor, materials, vehicles, parts, equipment, delivery, travel, lodging, employee payroll and benefits, and all other supplies and services necessary for and reasonably incidental to furnishing the products or services specified herein, except where otherwise specified as being the responsibility of the ECUA.

- A. Effective Date. The initial term of this contract shall begin on the date of approval of the award by the ECUA.
- B. Expiration Date. The initial two (2) year term of this contract shall expire two (2) years from the Effective Date.
- C. Renewals. The contract shall contain an option to renew, on the same terms and conditions, for three (3) additional, one-year terms at the sole discretion of the ECUA.

### **PRICING**

- A. See also Proposal Price Sheet of this solicitation.
- B. Each Proposer shall include unit and total sum proposal prices on the proposal page(s) as required thereon.
- C. All unit prices shall remain firm and fixed for the full term of the contract, including renewals thereto, unless an escalation or adjustment clause is included herein. Refer to paragraph entitled "Price Escalation".
- D. Delivery costs, if any, shall be included in all proposal pricing.
- E. All Proposal submissions, including proposal prices/rates, shall remain fixed and good for a period of not less than 120 days following the proposal opening.

## PRICE ESCALATION

- A. Escalation/adjustment requests, if submitted, must be received by the ECUA not more than ninety (90) or less than sixty (60) days prior to the end of the initial two (2) year contract term and any subsequent one-year contract term thereafter.

### 3. **SCOPE OF WORK**

- A. The selected Provider shall enter into a contract with the ECUA for a term of two years with the option of three, one-year renewals at ECUA's sole discretion. During the term, the selected Provider will be required to deliver a Residential Water and Sewer Service Line Protection Program that provides coverage for the cost of repair and/or replacement of the residential customer's water and sewer service line as defined herein and meet the needs of the ECUA's customers. ECUA residential customers are defined as single family dwellings, condominiums (with separate unit services), town homes and duplexes.
- B. It is the ECUA's expectation that the Provider will use their expertise to customize or amend the Scope of Work in order to improve the overall program's ability to meet the program goals.
- C. The scope of work, at a minimum, shall include:

#### 3.1 **Coverage**

Provide coverage for repair and/or replacement of the residential customer's water and sewer service lines, as well as labor and materials to complete all repairs and/or replacement including basic site restoration such as backfilling, raking and reseeding/re-sodding, and/or replacement of concrete walkway and pavement and other improvements as necessary.

Minimum coverage shall include:

- 1. Coverage for the cost of repair and/or replacement of residential water service lines from the meter to the residence and sewer lateral lines from the sewer main to the residence;

2. Base coverage to repair leaks, blockages and breaks due to normal wear and tear, defects in materials, freezing and earth movement;
3. Shall optimize value of Program to customers by recommending coverage limits and premium cost to customers
4. No requirement for customer to pay for service call charges, deductibles or pre-inspections;
5. Guaranteed two-hour (2) response time by a qualified plumbing contractor;
6. Cost of acquiring permits, if required, will not be passed on to the customer.
7. Basic site restoration describing extent of coverage for restoration of hardscape, landscape, driveways and sidewalks;
8. It is preferred that an inspection of the resident's water and/or service line or plumbing facilities not be required as a prerequisite for enrollment in the Program. However, the selected Provider may institute a waiting period from the start of the customer's service contract prior to the honoring of the first claim(s) for service.

### **3.2 Repair Service(s)**

Provide qualified and reputable licensed professional plumbers to perform the repairs or replacement of the water and sewer service line. The plumbers must meet the following requirements:

- A. The plumbing Contractor must be licensed by the State of Florida and authorized to do business in Escambia County, Florida and/ or the City of Pensacola, Florida, as applicable.
- B. The on-site plumbing Contractor must have a valid and active plumbing license from the State of Florida. A licensed plumber must be present at all times to direct activities and perform all work that requires a licensed plumber and when multiple licensed and/or unlicensed workers are assigned to a job.
- C. In cases where the qualifying leak or failure occurs on a customer service line that is galvanized pipe, that customer's service line shall be replaced in its entirety with PVC pipe by the responding contractor. In the event a sewer lateral line

problem requires the entire sewer lateral to be replaced, the entire line shall be replaced with PVC pipe.

- D. All plumbing Contractors must be bonded and insured.
- E. All plumbing work must be in compliance with all state and local codes.
- F. Provider guarantees that all contractors assigned to the ECUA will be qualified and licensed plumbers.

### **3.3 Administration/Billing**

Minimum administration and billing services shall include:

- A. All phases of program administration including customer requests for service repairs, enrollment options, billing, billing inquiries, customer complaints and service cancellation.
- B. Provide an appointed employee as the key contract/representative for the ECUA's account.
- C. Provider-maintained customer enrollment information and the provision of current enrollment information to the ECUA at a required frequency of quarterly, and as otherwise requested by ECUA.
- D. Provider-managed process of enrollment, billing, notification and collection of delinquent Program fees.

### **3.4 Customer Service**

Minimum customer services shall include:

- A. A toll-free customer service telephone number available 24 hours-a-day, 365 days-a-year, with live staff for all customer claims.
- B. A toll-free telephone number for customer inquiries, application for service, customer billing and non-emergency calls, etc. during normal business hours, 8 am till 5 pm (Central Time) Monday - Friday.
- C. Guaranteed response times within two (2) hours from notification by the customer, including schedule of repair with customer and repair contractor.

### **3.5 Marketing**

Minimum marketing services shall include:

- A. Provider shall provide a marketing plan that is directed at all ECUA residential customers. All marketing materials must be pre-approved by the ECUA.
- B. Provider must pay for all marketing design and production costs for brochures, flyers, press releases, and other marketing needs. The Provider must pay for all mailing materials and postage costs incurred. If marketing materials are included in the ECUA's monthly billing statements, the Provider must pay for increase in postage or handling when applicable.
- C. Provider is strictly prohibited from selling, trading or in any way sharing or distributing the ECUA's customer contact information to any entity or individual not associated directly with the provisions of this Program.

### **3.6 Quality Assurance**

Minimum quality assurance services shall include:

- A. All Providers and contracted plumbing Contractors must have quality assurance program/procedures in-place.
- B. Upon ECUA's request, within thirty calendar days, Provider shall supply customer service, dispatch, enrollment, quality assurance and customer satisfaction reports, including but not limited to, customer information and counts, quantity of successful repairs, service provided, plumbing contractors and crew members assigned to projects, and other information deemed desirable for quality assurance and control.
- C. Provider shall perform contractor job oversight, including but not limited to, honest reporting, customer satisfaction and high quality workmanship.

### **3.7 Liability and Warranty**

Provider assumes all liability for services provided and issues a warranty, of at least one year, for all services and materials provided by contractor for service line repair or replacement work.

### **3.8 Manner of Payment to ECUA**

Administrative fee payment shall be made to the ECUA quarterly by the 15<sup>th</sup> of the following month of each quarter-end based on the customers enrolled with the Provider for the months of that quarter with back-up documentation, as a minimum, detailing each participating customer's name and address. The ECUA reserves the right to audit any payment received by requesting all information pertaining to and supporting the payment.

### **3.9 Reporting Requirements**

The initial listing of required reports will be developed in consultation with the selected Provider and the ECUA prior to the execution of the contract. Reporting requirements may, however, change during the duration of the contract, and the Provider will be expected to meet the reporting needs of the ECUA.

### **3.10 Progress Meetings**

The selected Provider will be required to meet periodically with the ECUA management staff/program team in Pensacola, FL to discuss the progress in developing, marketing and implementing the program. It is anticipated that these meetings will take place each month for six months from the date of the contract execution, at which point the meetings will occur bi-annually. Monthly written progress reports on program activity may be submitted electronically. Accordingly, please factor the cost of your attendance at these meetings into your proposal.

### **3.11 What the ECUA Will Provide (as a minimum)**

- A. Access to advertising inside the ECUA water and sewer billing, at the discretion of the ECUA.
- B. List of current water and sewer customers.
- C. The ECUA requires the Contractor to notify the ECUA of any repairs at any residence under this Program to assure that all lines that are the responsibility of the ECUA are inspected and if necessary, repairs are scheduled.

## **4. Proposal Requirements**

The proposal shall be organized into the following sections and contain the materials and information noted. The proposal should be written as succinctly and clearly as possible to describe the required elements in the specific sequence listed below.

### **4.1 Service Plan**

Provide detailed information regarding the Residential Service Line Repair Program including, but not limited to, the following:

- A. Plan Coverage- Description of the scope of coverage of the proposed Program, including the limit of extent of coverage, coverage amounts (dollar amount covered per claim), limit of claims allowed per customer every subscription year, guaranteed time to respond to customer calls and timeliness of actual repairs/replacements.
- B. Plan Terms- Description of Program terms and conditions, including enrollment procedures and waiting period for coverage to be effective after sign-up, administration of late fees, customer cancellation policy, pre-inspection prerequisite requirements (if any), policy for transfer of coverage to subsequent purchaser of property and overlapping coverage with other homeowner/renter property insurance.
- C. Plan Limitations- Description of Program coverage limitations and exclusions, including repairs or replacements not covered, limits of Provider liability,

compliance with local code and city/county ordinance (i.e. obtain necessary permits), and appeal procedure for denial of coverage.

- D. Plan Overages- Description of procedures for customers if repair exceeds plan coverage limitations (i.e. cost to replace/repair the line exceeds the dollar amount covered per claim).
- E. Plan Warranty- Description of warranty provisions for repair/replacement work performed, including warranty of workmanship and/or materials used, coverage of subsequent repair to a prior-covered repair, and certification of work performed by licensed plumbing contractors and the process a customer would follow to request a warranty repair.
- F. Claims- Description of the claims process and average cycle times from claim submission, to the date work is started, to repair completion.
- G. Landscaping- Describe how landscaping, turf restoration, fencing, backfilling, raking and reseeded/re-sodding, and/or replacement of concrete walkway and pavement and other improvements encountered or removed during the repair are handled, and if so, define any limits that apply.

## **4.2 Customer Service**

Provide detailed information on your Customer Service/Call Center including, but not limited to the following:

- A. Description of what customers should expect when a service request is made, including the customer interface (i.e. website, phone number). Provide procedures to handle customer service/claims requests, handling of emergency calls and non-emergency calls, scheduling of repairs, and verification of work performed.
- B. Emergency repair response times and procedures for handling customer claim calls, including timeframes for contacting customers, and response time for repair contractor to respond on-site. Describe customer interface with Customer Service/Call Center for emergency repair, including customer interface if call is made outside of normal business hours.

- C. Define Customer Service/Call Center normal business hours to answer calls for all customer non-emergency calls, including customer applications for service, customer billing, customer inquiries, and customer disputes. Provide a list of holidays that the Customer Service/Call Center will be closed for non-emergency calls. Describe customer interface if call is made outside of normal business hours.
- D. Description of Customer Service/Call Center capabilities such as number of staff to handle the ECUA's customer calls, experience of staff, and bilingual language capacity.
- E. Description of customer dispute resolution policy/procedures.

#### **4.3 Marketing**

Provide detailed information on your anticipated marketing strategy for the ECUA including, but not limited to, the following:

- A. Information on the methods, timing and plan for the Program, (e.g. mix of techniques, including direct mail, promotions, brochures, flyers and internet site). Also indicate the number of times you will use the proposed method(s) (e.g. direct mailing- four direct mailings the first year, one per quarter) in the first year and each following year for a total of five years. Include examples of the types of promotional materials that will be used.
- B. Description of expectation of ECUA's involvement and responsibilities in the marketing process and what is needed from the ECUA to ensure a successful marketing campaign.
- C. Description of how the list of ECUA customers will be obtained.
- D. Description of estimated minimum marketing investment by the Provider during each of the first two years.
- E. Describe your marketing staff. Indicate how many people will be dedicated to the ECUA's marketing program, and years of marketing experience for a utility similar to ECUA in terms of age, population and socioeconomic demographics and customer accounts.

- F. Provide an estimate, and details supporting the estimate, of the number of customers that can be expected to enroll in the program during each of the first two (2) years and subsequent three (3) years, of total potential contract term.
- G. Provide market penetration that was achieved by your firm for each year for the first two (2) years for three (3) programs in utilities similar to ECUA in terms of age, customer accounts, population, and socioeconomic demographics.

#### **4.4 Quality Assurance**

Provide detailed information on your quality assurance program/procedures including, but not limited to, the following:

- A. Description of how work on covered service lines will be evaluated.
- B. Description of key performance measures of success and customer satisfaction that will be tracked for the Program.
- C. Description of policies and procedures to oversee and evaluate contractors' work on repairs.
- D. Detailed table or matrix identifying all parties responsible for all functions or elements of the ECUA's program, also indicating if they are employed directly by the firm or are a subcontractor.

#### **4.5 Implementation**

Provide a tentative project plan to implement the Program including, but not limited to, the following:

- A. A copy of the policy provided to the customer under the Program and any application the customer will be required to submit to sign-up for the Program.
- B. Description of what would happen to participating customers if the Program is discontinued (i.e. ECUA's contract with Provider not renewed or the Provider goes out of business).

#### **4.6 Claim History**

- A. Recent customer satisfaction ratings for your firm's similar programs and the contractors utilized to perform the work, indicating methods used to measure customer satisfaction.
- B. For three (3) existing contracts your firm has with utilities similar to ECUA in terms of age, customer accounts, population, and socioeconomics demographics, for the last two (2) fiscal years, provide:
  - 1. Total number of claims;
  - 2. Average amount paid per claim;
  - 3. Number of claims paid per year;
  - 4. Average amount claimed but not paid;
  - 5. Number and type of satisfied customers regarding claims management and contractor performance.

#### **4.7 Cost Information**

Provide detailed information on cost information including, but not limited to, the following:

- A. Description of monetary coverage limits you would propose to offer to ECUA's enrolled customers, in terms of the maximum amount per covered incident and per calendar year, and individually for both the water and sewer program.
- B. Proposed billing frequency options to customers.
- C. Proposed premiums, based on billing frequency, for both the water and sewer programs separately; and what if any bundling discount would be available.
- D. Description of how long the above premiums would be in place for both the water and sewer programs and how the need to raise premiums would be handled in the future.
- E. Identify enhancements to the Program that either reduce cost or add value to the Program.

#### **4.8 Reporting/Samples**

The selected provider will be required to submit quarterly management reports to the ECUA detailing all aspects of the program. Provide a detailed description and listing of reports proposed for the ECUA's program. Provide samples of at least three (3) complete reporting packages used in other jurisdictions.

- A. Provide copy of policy and all documents that prospective residential customers would be required to execute to enter an agreement with the Proposer.

#### **4.9 References**

Provide references from three (3) service line repair/protection utilities with programs similar to the one described in this proposal with at least one (1) reference of a similar size and age of service lines as the ECUA. Failure to provide references may result in disqualification of the entire proposal.

- A. References will be asked for information regarding the character, integrity, reputation, judgment, experience, location and efficiency of the bidder. In addition, references will be asked to comment on the ability, capacity and skills of the bidder to perform the contract and provide the services required. Please provide for each reference:

1. Entity Name, address
2. Contact Name, Title
3. Phone Number and email address
4. Contract duration with provider

#### **4.10 Provider Experience**

Provide background information on your firm including, but not limited to, the following:

- A. Description of the firm and general background such as ownership, longevity, staff size and qualifications, main branch of operations location and services provided.
- B. Description of the firm's experience serving a jurisdiction similar to ECUA in terms of age, customer accounts, population and socioeconomic demographics.
- C. Description of the firm's experience with service line repair/protection programs including the total number and location of active utilities currently served through an agreement or other forms of contract.
- D. Provide documentation of the financial strength of your firm, including your Better Business Bureau Rating and a description of the financial resources and ability to perform the contract or provide services.
- E. Describe any State Attorney General Complaint, fine, action or settlement filed or taken against your firm or any affiliates in the past three (3) years.
- F. Describe any state Department of Insurance or other state agency complaint, fine, action or settlement filed or taken against your firm or affiliates in the past three (3) years.
- G. Describe any federal agency complaint, fine, action or settlement filed or taken against your firm or affiliates in the past three (3) years.
- H. Describe any local government agency complaint, fine, action or settlement filed or taken against your firm or affiliates in the past three (3) years.
- I. Describe any criminal convictions (misdemeanor and felony) against your firm or affiliates in the past three (3) years.
- J. Provide certificates of ability to provide insurance coverage in the State of Florida.

## **5. SUBMITTAL INSTRUCTIONS**

### **5.1 ECUA CONTACT**

Inquiries concerning this proposal should be directed in writing via email to Mrs. Amy Williamson, Senior Purchasing Agent at [amy.williamson@ecua.fl.gov](mailto:amy.williamson@ecua.fl.gov).

**5.2 COPIES**

Consultant proposals must be submitted in one (1) original, five (5) copies and one (1) electronic copy no later than 2:00pm, local time, on Tuesday, November 11, 2014. Proposals must be submitted to the following address:

Proposals shall be addressed to:  
Mr. Pete Wilkinson, Purchasing & Stores Manager  
Emerald Coast Utilities Authority  
9255 Sturdevant St.  
Pensacola, FL 32514

Proposals should be prepared simply and economically, providing straightforward, concise description of capabilities to satisfy the requirements of this RFP. Emphasis should be placed on completeness and clarity of content, and avoiding excessive content and unrelated work samples.

**5.3 ORAL PRESENTATIONS**

Oral presentations by the selected consultants to clarify their proposals may be required. The presentations, if requested, will serve to explain implementation techniques integral to the consultant’s proposals and will be at the consultant’s sole expense.

**6. EVALUATION/SELECTION PROCESS**

Upon receipt of the proposals, ECUA will review the proposals and, on the basis of evaluation factors set forth in this RFP, rank in the order of preference the Proposers whose qualifications and proposed services are deemed most meritorious.

**6.1 EVALUATION CRITERIA**

ECUA shall evaluate proposals based on the following criteria and weighting:

<b><u>Maximum</u></b>	
<b><u>Points</u></b>	<b><u>Evaluation Criteria</u></b>
30	Project Methodology to cover scope of services
15	References
20	Experience
15	Schedule
15	Price
5	Overall quality, completeness, organization, compliance and responsiveness of the proposal
<b>100</b>	<b>TOTAL</b>

The ECUA review team will rank the proposals received and will make a recommendation to the Executive Director. The ECUA review team will consist of Finance and Engineering staff with possible input from ECUA's Financial Advisor.

## **6.2 SELECTION PROCESS**

ECUA may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous.

The award document will be a contract, incorporating by reference, all of the requirements, terms and conditions of the solicitation and the Contractor's proposal as mutually agreed upon.

7.1

**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 \$100,000 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.

7.2

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

7.3

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: \_\_\_\_\_

EMERALD COAST UTILITIES AUTHORITY  
BID NUMBER: 2015 02  
RESIDENTIAL WATER AND SEWER SERVICE LINE  
PROTECTION PROGRAM FOR THE EMERALD COAST UTILITIES AUTHORITY  
PROPOSAL FORM

TO: EMERALD COAST UTILITIES AUTHORITY DATE: \_\_\_\_\_  
PENSACOLA, FLORIDA

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 CONNECTION WITH ANY OTHER PERSON(S) MAKING PROPOSAL FOR THE SAME ARTICLES, AND IT IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION AND FRAUD.

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FAILURE TO PROVIDE ALL OF THE FOLLOWING INFORMATION MAY RESULT IN AUTOMATIC REJECTION OF BID.

ITEM A: RESIDENTIAL WATER AND SEWER SERVICE LINE PROTECTION PROGRAM FOR THE EMERALD COAST UTILITIES AUTHORITY

The undersigned agree(s) to provide all labor, materials, services, etc., necessary and incidental to the solicitation indicated at the top of this page, as described herein and at the pricing shown below.

**Residential Water and Sewer Service Line Protection Program**

Water Service Line Coverage Only Customers

1. 10,000 x \$\_\_\_\_\_ monthly price per customer x 12 = \$\_\_\_\_\_  
(Includes ECUA Administration Compensation Fee of \$\_\_\_\_\_ monthly of price per customer)

Water Service and Sewer Lateral Service Line Coverage

2. Water Customers 5,000 x \$\_\_\_\_\_ monthly price per customer x 12 = \$\_\_\_\_\_

3. Sewer Customers 5,000 x \$\_\_\_\_\_ monthly price per customer x 12 = \$\_\_\_\_\_

(Includes ECUA Administration Compensation Fee of \$\_\_\_\_\_ monthly of price per customer)

4. Total annual customer cost (Lines 1 + 2 +3) = \$\_\_\_\_\_

5. Total initial 2-year customer cost (Line 4 times 2-years) = \$\_\_\_\_\_

All quantity estimates stated above are estimated active monthly enrollee customers only for the sole purpose of equal competitive bidding, evaluation and award and are in no way, either expressly or implied, to be considered as guaranteed amounts. They represent the ECUA's estimate of enrollees; however, the actual enrollees will be more or less and based on Contractor's "Market Enrollment Program".

PAYMENT TERMS:

\_\_\_\_\_  
(FOB PENSACOLA)

WARRANTY:

\_\_\_\_\_  
\_\_\_\_\_

ITEMS ENCLOSED:

\_\_\_ QUALIFICATIONS DATA

BIDDER:\_\_\_\_\_

BY:\_\_\_\_\_  
(PRINT OR TYPE)

SIGNATURE:\_\_\_\_\_

TITLE:\_\_\_\_\_

ADDRESS:\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

TELEPHONE:( ) \_\_\_\_\_

FAX NUMBER:( ) \_\_\_\_\_

FEID NUMBER:\_\_\_\_\_

EMAIL ADDRESS:\_\_\_\_\_

**FOR EVALUATION OF THE BIDS, IT IS ESSENTIAL THAT THE FOLLOWING BE INCLUDED IN THE SUBMISSION (ALL CONTACT INFORMATION SHALL INCLUDE AS A MINIMUM, THE OWNER'S NAME, POINT OF CONTACT, PHONE NUMBER, FAX NUMBER AND E-MAIL ADDRESS)**

EXCEPTIONS: YES \_\_\_\_\_ NO \_\_\_\_\_

(EXCEPTIONS INCLUDE THE WHOLE BID DOCUMENT, OUR SPECIFICATIONS, INSTRUCTIONS TO BIDDERS AND GENERAL PROVISIONS).

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

\_\_\_\_ CERTIFICATION OF NON-SEGREGATED FACILITIES FORM

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