

REQUEST FOR PROPOSALS

FOR

**APPLICATION FOR BIDDER'S PREQUALIFICATION
WEST PENSACOLA WELL G.A.C. ADSORPTION VESSEL REPLACEMENT
EMERALD COAST UTILITIES AUTHORITY**

RFQ NUMBER 2010-07

**EMERALD COAST UTILITIES AUTHORITY
PO BOX 15311
PENSACOLA, FL 32514-5311**

March, 2010

LEGAL ADVERTISEMENT

Applications for pre-qualification for bidding, for the West Pensacola Well Granular Activated Carbon (G.A.C.) Adsorption Vessels Replacement Project for Emerald Coast Utilities Authority, RFQ Number 2010-07, 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, Thursday, April 8, 2010, at which time applications submitted will be publicly opened and read aloud in Room 215, 2nd Floor of the Customer Service Building. ECUA is soliciting qualification statements from interested contractors experienced in the installation of G.A.C. adsorption vessels. The submitted qualifications will be utilized to develop a list of qualified bidders. Bids will be accepted only from prequalified bidders. No interpretation of the meaning of the Application or other pre-qualification documents will be made to any Applicant orally. Every request for such interpretation should be made in writing and addressed to ECUA, Attention: Timothy Colley, Manager of Water Productions & Lift Stations, P.O. Box 15311. Pensacola, FL 32514 (e-mail: tcolley@ecua.org) and to be given consideration must be received at least five (5) business days prior to the date fixed for Application submittal. Submissions received after the closing time will be returned unopened. Pre-qualification packages may be obtained by contacting Amy Williamson, Senior Purchasing Agent, at 9255 Sturdevant Street, Ellyson Industrial Park, Pensacola, FL 32514, 850-969-3350 or via email at awilliamson@ecua.org or on the web at www.ecua.org/purchasing.

Advertised 3/26/10

PREQUALIFICATIONS PACKAGE

Emerald Coast Utilities Authority (ECUA) of Escambia County, Florida is soliciting qualification statements from interested contractors experienced in the installation of GAC adsorption vessels. The submitted qualifications will be utilized to develop a list of qualified bidders. Bids will be accepted only from prequalified bidders.

1. General

- A. Applications for pre-qualification for bidding will be received by ECUA in the office of the Purchasing and Stores Manager, 9255 Sturdevant Street, Pensacola, Florida 32514 until 2:00 PM local time, Thursday, April 8, 2010. The envelope containing the application must be clearly marked:

**APPLICATION FOR BIDDER'S PRE-QUALIFICATION
WEST PENSACOLA WELL GAC ADSORPTION VESSEL REPLACEMENT
EMERALD COAST UTILITIES AUTHORITY**

- B. Documentation provided must be specific and the data given must be clear and comprehensive. Documentation provided must pertain specifically to the entity that will bid for and implement the project, not an affiliated company, parent firm or entity.
- C. No interpretation of the meaning of the Application or other pre-qualification documents will be made to any Applicant orally. Every request for such interpretation should be made in writing and addressed to ECUA, Attention: Timothy Colley, Manager of Water Productions & Lift Stations, P.O. Box 15311, Pensacola, Florida 32504 (e-mail: tcolley@ecua.org) and to be given consideration must be received at least five business days prior to the date fixed for Application submittal. Any and all such interpretation and any supplemental instructions will be in the form of written Addenda to the Application which, if issued, will be mailed, shipped, faxed or e-mailed to all prospective applicants (at the respective addresses furnished) prior to the date fixed for receiving Applications. Failure of Applicants to receive or acknowledge any Addendum shall not relieve them of any obligation under the Application. All Addenda shall become part of the Application.
- D. One (1) original and six (6) copies of the Application and supporting documents shall be submitted.
- E. The work generally consists of furnishing all materials (with the exception of the two owner furnished Calgon Model 10 GAC Adsorption systems (4 vessels), equipment, supplies, labor, transportation, fuel, power, for:
1. Removal and disposal of existing GAC filter vessels (4).
 2. Install two owner supplied Calgon Model 10 GAC Adsorption Systems (4 vessels).

3. Perform start up procedure consisting of back washing each unit in accordance with the manufacturer's recommendations, disposal of back wash water and chlorination and testing. Backwash water and chlorinated water shall be disposed of in accordance with all local, state and federal regulations.
 4. Placing new GAC adsorption vessels into service.
 5. Two Year Warranty inspections.
- F. The work is to be performed at ECUA's West Pensacola Well located at 4091 Lillian Highway.

2. Pre-Qualification Determination

- A. Applicants may not be deemed pre-qualified if:
1. The Applicant fails to submit a responsive Application, including failure to provide all required documentation;
 2. The Applicant fails to meet all the Technical Experience Requirements;
 3. The Applicant fails to meet all the Corporate Experience Requirements;
 4. Reasonable grounds exist that Applicant is involved in collusion among other applicants.
 5. The Applicant or any of its principals is currently disbarred from bidding on public entity work in any state.
 6. The Applicant or an affiliate has been placed on the convicted vendor list following a conviction for public entity crime within the past 36 months.
- B. Final determination of Applicant's pre-qualification status rests solely with the Emerald Coast Utilities Authority with all decisions being made based upon what the governing board of the Emerald Coast Utilities Authority believes to be the best interests of its ratepayers, in the reasonable exercise of its discretion. The Emerald Coast Utilities Authority does not discriminate on the basis of race, color, national origin, sex, religion, age, disability, or handicap status.

3. Qualification Criteria

- A. Technical Experience Requirements: Applicant shall submit information to demonstrate compliance with the experience and qualification requirements detailed below. In addition to attaching copies of certifications, licenses, and resumes as indicated below, applicant shall provide summaries of experience and qualifications in the attached tables. Failure to provide the information to demonstrate experience and qualifications as detailed below may result in the Applicant not being prequalified to bid on this Project.
1. The Applicant shall be qualified for installation of GAC adsorption vessels as follows:
 - a. The Applicant must provide a current welding certification for stainless steel pipe for each welder that will be on the jobsite.
 - b. The Applicant shall have successfully completed at least 5 GAC adsorption system installation projects, with GAC vessels equal to or greater in size, and weight to

Calgon Model 10 vessels, with system startup. Applicant shall provide proof of its history of performing this type of work by completing Table 1.

- c. Each installation crew must be directly supervised by a dedicated foreman having previously supervised the successful installation of 5 GAC adsorption vessel installation projects, with GAC vessels equal to or greater in size, and weight to Calgon Model 10 vessels. Identify the name of each proposed foreman for this project on Table 2.
- d. Provide a resume for each proposed foreman responsible for the supervision of the GAC adsorption vessel installations. The resume shall include name, employment history (5 years), current position within the organization, current responsibilities, proposed project responsibilities, and certifications.

B. Corporate Experience Requirements: Applicant shall provide all information requested in the attached Contractors Experience Questionnaire in addition to the requested information detailed below. Failure to provide this information may result in the Applicant not being prequalified to bid on this Project.

1. Evidence of a minimum of five years in business under the same corporate name.
2. Proof of licensure in the State of Florida.
3. Proof that applicant is registered to do business in the State of Florida.
4. Summary of claims and lawsuit history for the past five years.
5. Recent working experience.
6. Proof of Insurance with limits. (See Insurance Requirements.)
7. Provide a copy of OSHA 200 log for the past year.
8. Provide a statement of bonding capacity, name of Surety Company, with agent contact persons, and telephone numbers and confirmation that the entity issuing all bonds is duly licensed and authorized to issue all of the required bonds by the Florida Department of Financial Services, Offices of Insurance Regulations. Define current maximum approved bonding program, allowable single project limit and current bonded work backlog. The successful Bidder for this Contract will be required to furnish a satisfactory Payment and Performance Bond each in the amount of 50 percent of the Bid.
9. Provide a statement that Applicant has not defaulted on a project nor failed to complete a project within the past five years. If this is not the case, explain and provide project contact information.
10. Provide a statement that Applicant has not been involved in liquidated damages in the past five years. If this is not the case, explain and provide contact information.
11. Provide a statement whether Applicant has or has not been involved in litigation as a plaintiff against an Owner, Design Firm or Construction Contract Administration Firm, or served the Owner with a claim for additional compensation prepared by an attorney or a claims consultant, excluding routine change order requests, in the past five years. If Applicant has, explain and provide contact information. List any lawsuits or administrative actions to which the Applicant is currently a party or has been a party (either as a plaintiff or defendant) during the past five years. For each suit, list all parties

and indicate whether any party was a bonding company, insurance company, an Owner or other. Identify the project giving rise to the suit or administrative action, explain the basis of the claim, and whether a settlement was reached or a judgment entered for or against the Applicant or the Applicant's bonding company or insurance company.

12. Provide a statement that the Applicant, as well as all of its affiliated companies, is not involved in any dispute, formal claim, or litigation with the Owner, nor any authority or organization with which the Owner has a vested interest. If this is not the case, please explain.

13. Provide a statement that the Applicant endorses a drug free work place.

4. Warranty / Guarantee of Work

A. All work shall be fully guaranteed by the CONTRACTOR for a period of 2 years from the date of Final Acceptance unless otherwise stipulated in writing by the OWNER prior to the date of Conditional Acceptance. During this period, all defects discovered by the OWNER or ENGINEER shall be addressed by the CONTRACTOR in a satisfactory manner at no cost to the OWNER. In addition to a Warranty Inspection, the OWNER may conduct independent inspections, at its own expense, of the Work at any time prior to the completion of the guarantee period.

5. Supplemental Information and Requirements

A. The Owner will not be liable in any way for any costs incurred by any Applicant in the preparation of its Pre-Qualification Application nor participation in any discussions.

B. The Owner, upon receipt of the Application, shall have the right to investigate work performed by the Applicant on projects referenced by the Applicant, or any other projects performed by the Applicant, this includes requesting additional and clarifying information. Investigations will be performed by Owner's personnel or its representatives as deemed appropriate by the Owner, which may include site visits and interviews with Project Owners and Construction Contract Administration staff.

C. The Owner reserves the right to waive informalities in any Application; 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 Owner believes to be the best interest of its ratepayers, in the reasonable exercise of its discretion. The Owner shall also have the right to prequalify applicants and then later decide not to proceed with the contemplated Project.

D. Upon completion of the prequalification process, the construction plans and specifications will be made available to the qualified bidders.

E. Upon determination of qualified bidders and receipt of bids the successful bidder will be required to conduct background checks on all individuals who will enter ECUA's well site. Background checks shall be performed in accordance with the requirements indicated in ECUA's "Identification Badge Request Form" included in this qualification package. All costs associated with the background checks shall be the contractor's (bidders) responsibility.

PREQUALIFICATION FORMS AND TABLES

Please Read and follow all instructions carefully. Return completed Prequalification Forms and Tables

Name of Contractor

CONTRACTOR'S EXPERIENCE QUESTIONNAIRE

The signatory of this Questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

1. How many years has your organization been in business as a general contractor under your present business name? _____
2. How many years experience has your organization had (a) as a general contractor? _____
(b) as a sub-contractor? _____
3. What G.A.C. adsorption system projects has your organization completed within the past 5 years? *Please attach a list with the following information: Contract Amount, Completion Date, Name and Address of Owner.*
4. Have you ever failed to complete any work awarded to you? _____ *If so, please attach a statement stating where and why.*
5. Has any officer or partner of your organization ever been an officer or partner of some other organization that failed to complete a construction contract? _____ *If so, attach a statement stating name of individual, other organization and reason therefore.*
6. Has any officer or partner of your organization ever failed to complete a construction contract handled in his own name? _____ *If so, attach a statement stating name of Owner and reason therefore.*
7. Attach a list of your major equipment assets to perform the work in which you are requesting prequalification.

Name of Person Answering This Questionnaire

Date

Name of Contractor

TABLE 1

GAC ADSORPTION VESSEL INSTALLATION EXPERIENCE

(Insert project histories demonstrating Applicant has successfully completed at least 5 GAC Adsorption System Installation Projects.)

Owner Name and Address	Contact Name and Phone Number	Completion Date (mm/yy)	Number of GAC Adsorption Vessels Installed	Manufacturer and Model of GAC Adsorption vessels Installed	Name of Project Foreman or Individual Responsible for work and Company Affiliation

TABLE 2

FOREMAN EXPERIENCE

(Insert name and experience of foreman demonstrating supervisory responsibilities for installation of a minimum of 5 GAC Adsorption System Installation Projects.)

Name of foreman proposed for this project and whose experience is documented in this Table and Table 1 as noted:

_____. (Insert Name)*

(1) Owner Name and Address	(2) Contact Name and Phone Number	(3) Completion Date (mm/yyyy)	(4) Number of GAC Adsorption Vessels Installed (list by crew member name)	(5) Manufacturer and Model of GAC Adsorption Vessel Installed

* Provide additional copies of this Table as appropriate when proposing to use more than one foreman for the project.

(Insert Resume of project foreman)

LIST OF SUBCONTRACTORS

Applicant shall list its proposed subcontractors and their role on this project.

Subcontractor Name	Role
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

ACKNOWLEDGEMENT

- A. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the ECUA designee in verification of the recitals comprising this Application for Bidder's Pre-Qualification.
- B. By this signature the signer affirms that the information provided herein is true and correct to the best of his/her knowledge and belief and based upon either personal knowledge or reasonable inquiry based upon the circumstances.
- C. The documentation and experience provided herein is directly applicable to the Applicant named below, not a previously existing but now non-existing firm, nor an affiliated company, parent firm or entity.
- D. The Applicant's name indicated below will be the exact name under which a bid would be submitted, and a contract executed, should the bid be successful.

Applicant: _____

By: _____
(Name Signed)

(Name Printed or Typed)

Title: _____

Date: _____

**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 5.

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 \$50,000 each accident and \$50,000 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 50% 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 **\$1,000,000** is required by the Organization for this agreement or contract.

Liquor Liability Coverage

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

Owners Protective Liability Coverage

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

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

Builders Risk Coverage

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

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

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

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

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

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. Specifically include coverage for (2) Model 10, Calgon GAC Adsorption system (4 vessels). \$1,000,000.

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 \$1,000,000 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.

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 Identification Badge Request form

ECUA Project Name: _____

Duration of the Project: From _____ To _____ Location(s): _____

ECUA Project Manager or Contact Person: _____

Contractor/Vendor Name & Address: _____

Supervisor name or company contact person: _____

Name

Telephone #

Contractor/Vendor Background History Verification

I, _____, a Corporate Official for _____

Printed Name

Printed Name

(hereafter the "Contractor") do hereby swear or affirm that a misdemeanor and felony criminal records check, social security trace, and Nationwide Sexual Offender check covering the previous seven (7) years has been conducted on the employee(s) listed below, and all negative or adverse comments stated in the report (s) are listed below. Additionally, the background check report for each of the employee(s) named below is on file and shall be made available to ECUA within 48 hours upon a written request to:

_____ at _____

This information will be used solely to determine relative risk for access to ECUA facilities, and it will be protected to the extent required and permitted by laws. Negative or adverse comments are not automatic disqualifiers.

(PLEASE PRINT CLEARLY TO AVOID CONFUSION AND DELAY)

NAME	OFFENSE(S)	Badge Issued <i>ECUA USE ONLY</i>
1. _____	_____	<input type="radio"/> Yes <input type="radio"/> No
2. _____	_____	<input type="radio"/> Yes <input type="radio"/> No
3. _____	_____	<input type="radio"/> Yes <input type="radio"/> No
4. _____	_____	<input type="radio"/> Yes <input type="radio"/> No
5. _____	_____	<input type="radio"/> Yes <input type="radio"/> No

Failure of the Contractor to fully conduct the checks referenced above or fully disclose all background information may result in the revocation of any or all previously issued badges. To the extent such revocation/s because of non or incomplete disclosures impact work or project completion schedules, the responsibility therefor shall be solely borne by the Contractor. Thus, such revocation may indirectly result in the imposition of liquidated damages for which the Contractor will be responsible, and Contractor hereby acknowledges same.

I attest that the information provided is true and correct and am signing this document under penalty of perjury.

Signature of Company Representative: _____ Date _____

Printed name of Company Representative: _____

SEND COMPLETED BADGES TO: _____

Received by ECUA Representative: _____

Name

Date

This form is located @ J:\Risk Management Forms\Emerald Coast Utilities Authority Contractor Badge Request Revised FEB 2009.pdf

Revision Date: 2/26/2009

EQUAL OPPORTUNITY CLAUSE

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

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

(2) The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

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

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

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

Signature

Date

Name & Title of Signer

CERTIFICATION OF NONSEGREGATED FACILITIES

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

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

_____ Signature	_____ Date
_____ Name & Title of Signer	

DRUG-FREE WORKPLACE FORM

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

(Name of Business)

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

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

Bidder's Signature

Date

Company:

Bid/RFP/PO: _____