

## **REQUEST FOR PROPOSALS**

- 13. Award RFP-4241-05/TLR – Chemical Feed Systems Services, to Guardian Equipment, Inc., Goldenrod (Est. \$125,000.00 per year).**

# **B.C.C. - SEMINOLE COUNTY, FL RFP TABULATION SHEET**

ALL RFP'S ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE PROPOSERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. RFP DOCUMENTS FROM THE CONSULTANTS LISTED HEREIN ARE THE ONLY RFP'S RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER RFP DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

RFP NUMBER: RFP-4241-05/TLR

RFP TITLE: Chemical Feed Systems  
Repair, Maintenance, Support &  
Installation

PAGE: 1 of 1

DUE DATE: March 16, 2005 at 2:00PM.

	Response 1	Response 2
Firm	Guardian Equipment, Inc. PO Box 520 Goldenrod, FL 32733 Mark Cliburn, President 407 366-5860 Ph. 407 366-5869 Fx.	Instruments South Corp. PO Box 933 Lakeland, FL 33802 R.A. Nelson, Territory Manager 863 499-0146 Ph. 863 499-0167
<b>Required Submittals</b>	<b>Yes</b>	<b>Yes</b>

CLOSED and TABULATED BY: T. Roberts, CPPB

POSTED: 3/16/2005)

RECOMMENDATION OF AWARD: TBA

## **EVALUATION CONSIDERATIONS**

Ability to Perform

Experience/Qualifications

Rates

**ENVIRONMENTAL SERVICES**

500 W. Lake Mary Blvd.  
Sanford, Florida 32773  
Phone: (407) 665-2010  
FAX: (407) 665-2019

**MEMORANDUM**

**TO:** Pete Maley, Contracts Supervisor  
**FROM:** Ruth Hazard, Principal Coordinator  
**SUBJECT:** Justification for Selection  
**DATE:** 4-5-05

The committee recommends awarding the Chemical Feed Systems contract to Guardian Equipment, Inc. Although not the lowest price, the committee felt that previous experience of excellent past performance with this vendor and the quick response time in emergencies would benefit the County better. This vendor, Guardian Equipment, is locally based in Seminole County. The small amount of savings (less than ½ %) is not worth the risk given the serious nature of the quick response needed in a chemical feed system emergency.

**RFP-4241-05/TLR**  
**Chemical Feed Systems**

<b>FIRMS</b>	<b>R. Gerling</b>	<b>M. Harber</b>	<b>J. Cheney</b>	<b>Points</b>	<b>Ranking</b>
Guardian Equipment	94	88	94.5	276.5	1
Instruments South Corp.	85	87	81.25	253.25	2

Recommendation of Award: Guardian Equipment, Goldenrod, FL  
BCC for Award: 04/26/05

**RFP-4241-05/TLR – Chemical Feed Systems**

**SUBMITTAL COMPANY NAME:** Guardian Equipment, Inc.

**QUALIFICATION COMMITTEE MEMBER:** Richard Genting

**EVALUATION CONSIDERATIONS**

**INSTRUCTIONS:** Score each criterion from 1 to 100 based on the following general guidelines:

90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings

80 – 89 Excellent, Very Good, Solid in all respects.

70 – 79 Good, No major weaknesses, Fully Acceptable as is

60 – 69 Marginal, Weak, Workable but needs clarifications

Below 60 Unacceptable, Needs major help to be acceptable

**Describe strengths, weaknesses and deficiencies to support your assessment.**

The following considerations will be utilized in the evaluation of the proposals:

**ABILITY TO PERFORM (45%)**

- Workload; ability and capacity of the Proposer to perform and comply with required scope
- Location of firm

Excellent Proximity TO Water Plants  
Parts Available Locally

**Score 45**  
**(100-0)**

**EXPERIENCE/QUALIFICATIONS (30%)**

- Educational background and training of key personnel related to required services
- Work experience
- References and past performance

Good Training  
Past Performance with Seminole County Has been Excellent  
Equipment Meets Seminole County Standardization

**Score 25**  
**(100-0)**

**RATES (25%)**

Rates are in acceptable range

**Score 24 %**  
**(100-0)**

**Total Score** 94 (0-100)

**Ranking** 1

RFP-4241-05/TLR – Chemical Feed Systems

SUBMITTAL COMPANY NAME: Instruments South Corporation

QUALIFICATION COMMITTEE MEMBER: Richard Gerling

**EVALUATION CONSIDERATIONS**

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings

80 – 89 Excellent, Very Good, Solid in all respects.

70 – 79 Good, No major weaknesses, Fully Acceptable as is

60 – 69 Marginal, Weak, Workable but needs clarifications

Below 60 Unacceptable, Needs major help to be acceptable

**Describe strengths, weaknesses and deficiencies to support your assessment.**

The following considerations will be utilized in the evaluation of the proposals:

**ABILITY TO PERFORM (45%)**

- Workload; ability and capacity of the Proposer to perform and comply with required scope
- Location of firm

Key personnel not in the area - Local office only sales  
Equipment specified have had historical problems in Sumner County

Score 30  
(100-0)

**EXPERIENCE/QUALIFICATIONS (30%)**

- Educational background and training of key personnel related to required services
- Work experience
- References and past performance

EDUCATIONAL & TRAINING GOOD  
PAST PERFORMANCE GOOD

Score 30  
(100-0)

**RATES (25%)**

Emergency rate same as regular rate?

Score 25 %  
(100-0)

Total Score 85 (0-100)

Ranking 2

RFP-4241-05/TLR – Chemical Feed Systems

SUBMITTAL COMPANY NAME: Guardian Equipment, Inc.

QUALIFICATION COMMITTEE MEMBER: JACK M CHENEY

**EVALUATION CONSIDERATIONS**

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings

80 – 89 Excellent, Very Good, Solid in all respects.

70 – 79 Good, No major weaknesses, Fully Acceptable as is

60 – 69 Marginal, Weak, Workable but needs clarifications

Below 60 Unacceptable, Needs major help to be acceptable

**Describe strengths, weaknesses and deficiencies to support your assessment.**

The following considerations will be utilized in the evaluation of the proposals:

**ABILITY TO PERFORM (45%)**

- Workload; ability and capacity of the Proposer to perform and comply with required scope
- Location of firm

Workload is very Good.

Location is Excellent. Minimum Response Time

Score 40.5%  
(100-0)

**EXPERIENCE/QUALIFICATIONS (30%)**

- Educational background and training of key personnel related to required services
- Work experience
- References and past performance

PERSONNEL TRAINED ON COUNTY STANDARD EQUIPMENT.

FAMILIAR WITH COUNTY SYSTEMS

PAST PERFORMANCE WITH COUNTY HAS BEEN EXCELLENT.

Score 30%  
(100-0)

**RATES (25%)**

Score 24 %  
(100-0)

Total Score 94.5 (0-100)

Ranking 1

RFP-4241-05/TLR – Chemical Feed Systems

SUBMITTAL COMPANY NAME: Instruments South Corporation

QUALIFICATION COMMITTEE MEMBER: JACK M CHENEY

**EVALUATION CONSIDERATIONS**

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings

80 – 89 Excellent, Very Good, Solid in all respects.

70 – 79 Good, No major weaknesses, Fully Acceptable as is

60 – 69 Marginal, Weak, Workable but needs clarifications

Below 60 Unacceptable, Needs major help to be acceptable

**Describe strengths, weaknesses and deficiencies to support your assessment.**

The following considerations will be utilized in the evaluation of the proposals:

**ABILITY TO PERFORM (45%)**

- Workload; ability and capacity of the Proposer to perform and comply with required scope
- Location of firm

Workload OK  
Sales in Orlando but service is in Lakeland.

Score 33.75%  
(100-0)

**EXPERIENCE/QUALIFICATIONS (30%)**

- Educational background and training of key personnel related to required services
- Work experience
- References and past performance

Training in misc. Equip.  
No Experience on County Systems

Score 22.5  
(100-0)

**RATES (25%)**

\_\_\_\_\_  
\_\_\_\_\_  
Score 25 %  
(100-0)

Total Score 81.25 (0-100)

Ranking 2



RFP-4241-05/TLR – Chemical Feed Systems

SUBMITTAL COMPANY NAME: Guardian Equipment, Inc.

QUALIFICATION COMMITTEE MEMBER: \_\_\_\_\_

**EVALUATION CONSIDERATIONS**

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings

80 – 89 Excellent, Very Good, Solid in all respects.

70 – 79 Good, No major weaknesses, Fully Acceptable as is

60 – 69 Marginal, Weak, Workable but needs clarifications

Below 60 Unacceptable, Needs major help to be acceptable

**Describe strengths, weaknesses and deficiencies to support your assessment.**

The following considerations will be utilized in the evaluation of the proposals:

**ABILITY TO PERFORM (45%)**

- Workload; ability and capacity of the Proposer to perform and comply with required scope
- Location of firm

Guardian Equipment, Inc. work load is acceptable. Guardian Equipment is located in Seminole County and being in immediacy of the County facilities would shorten the response time in case of equipment failure

Score \_\_\_\_\_  
(100-0)

40.05

**EXPERIENCE/QUALIFICATIONS (30%)**

- Educational background and training of key personnel related to required services
- Work experience
- References and past performance

Their team has over 15 yrs. experience - 25 yr with Seminole County. Their team has individual product service training. The team has a wide-ranging knowledge servicing this type of system.

Score \_\_\_\_\_  
(100-0)

26.70

**RATES (25%)**

Guardian Equipment rates are competitive with identical service providers.

Score 24 %  
(100-0)

21.36

Total Score 88 (0-100)

Ranking #1

RFP-4241-05/TLR – Chemical Feed Systems

SUBMITTAL COMPANY NAME: Instruments South Corporation

QUALIFICATION COMMITTEE MEMBER: \_\_\_\_\_

**EVALUATION CONSIDERATIONS**

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings

80 – 89 Excellent, Very Good, Solid in all respects.

70 – 79 Good, No major weaknesses, Fully Acceptable as is

60 – 69 Marginal, Weak, Workable but needs clarifications

Below 60 Unacceptable, Needs major help to be acceptable

**Describe strengths, weaknesses and deficiencies to support your assessment.**

The following considerations will be utilized in the evaluation of the proposals:

**ABILITY TO PERFORM (45%)**

- Workload; ability and capacity of the Proposer to perform and comply with required scope
- Location of firm

Instruments South workload is acceptable, and are able to perform the work. I am apprehensive about the response time in case of equipment failure. Firm located in Orlando.

Score 39.15  
(100-0)

**EXPERIENCE/QUALIFICATIONS (30%)**

- Educational background and training of key personnel related to required services
- Work experience
- References and past performance

Their team has 29 yrs. of combined water and wastewater experience. Their experience/qualifications were impressive and have the ability to execute the work.

Score 26.10  
(100-0)

**RATES (25%)**

Instruments South service rates are competitive with identical service providers.

Score 21.75  
(100-0)

Total Score 87 (0-100)

Ranking #2

**CHEMICAL FEED SYSTEMS SERVICES AGREEMENT (RFP-4241-05/TLR)**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **GUARDIAN EQUIPMENT, INC.**, duly authorized to conduct business in the State of Florida, whose mailing address is P.O. Box 520, Goldenrod, Florida 32733-0520, hereinafter called the "CONTRACTOR" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called the "COUNTY".

**W I T N E S S E T H:**

**WHEREAS**, the COUNTY desires to retain the services of a competent and qualified contractor to repair, refurbish, replace, and maintain chemical feed equipment in Seminole County; and

**WHEREAS**, the COUNTY has requested and received expressions of interest for the retention of services of contractors; and

**WHEREAS**, the CONTRACTOR is competent and qualified to furnish services to the COUNTY and desires to provide services according to the terms and conditions stated herein,

**NOW, THEREFORE**, in consideration of the mutual understandings and covenants set forth herein, the COUNTY and the CONTRACTOR agree as follows:

**SECTION 1. SERVICES.** The COUNTY does hereby retain the CONTRACTOR to furnish services and perform those tasks as further described in the Scope of Services attached hereto as Exhibit "A" and made a part hereof. Required services shall be specifically enumerated, described and depicted in the Work Orders authorizing performance of the specific project, task or study. This Agreement standing alone does not authorize the performance of any work or require the COUNTY to place any orders for work.

**SECTION 2. TERM.** This Agreement shall take effect on the date of its execution by the COUNTY and shall run for a period of one (1) year and, at the sole option of COUNTY, may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Work Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work authorized by the Work Order.

**SECTION 3. AUTHORIZATION FOR SERVICES.** Authorization for performance of services by the CONTRACTOR under this Agreement shall be in the form of written Work Orders issued and executed by the COUNTY and signed by the CONTRACTOR. A sample Work Order is attached hereto as Exhibit "B". Each Work Order shall describe the services required, state the dates for commencement and completion of work and establish the amount and method of payment. The Work Orders will be issued under and shall incorporate the terms of this Agreement. The COUNTY makes no covenant or promise as to the number of available projects, nor that, the CONTRACTOR will perform any project for the COUNTY during the life of this Agreement. The COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by the COUNTY to be in the best interest of the COUNTY to do so.

**SECTION 4. TIME FOR COMPLETION.** The services to be rendered by the CONTRACTOR shall be commenced, as specified in such Work Orders as may be issued hereunder, and shall be completed within the time specified therein. In the event the COUNTY determines that significant benefits would accrue from expediting an otherwise established time schedule for completion of services under a given Work Order, that Work Order may include a negotiated schedule of incentives based on time

savings.

**SECTION 5. COMPENSATION.** The COUNTY agrees to compensate the CONTRACTOR for the services called for under this Agreement on either a "Fixed Fee Basis" or on a "Time Basis Method". If a Work Order is issued under a "Time Basis Method," then CONTRACTOR shall be compensated in accordance with the rate schedule attached as Exhibit "C". If a Work Order is issued for a "Fixed Fee Basis," then the applicable Work Order Fixed Fee amount shall include any and all reimbursable expenses. The total compensation paid annually to the CONTRACTOR, including reimbursable expenses, shall not exceed the amount annually budgeted by the COUNTY for chemical feed systems services.

**SECTION 6. REIMBURSABLE EXPENSES.** If a Work Order is issued on a "Time Basis Method," then reimbursable expenses are in addition to the hourly rates. Reimbursable expenses are subject to the applicable "Not-to-Exceed" or "Limitation of Funds" amount set forth in the Work Order. Reimbursable expenses may include actual expenditures made by the CONTRACTOR, his employees or his professional associates in the interest of the Project for the expenses listed in the following paragraphs:

(a) Expenses of transportation, when traveling in connection with the Project, based on Sections 112.061(7) and (8), Florida Statutes, or their successor; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Project.

(b) Expense of reproductions, postage and handling of drawings and specifications.

(c) If authorized in writing in advance by the COUNTY, the cost of other expenditures made by the CONTRACTOR in the interest of the Project.

## **SECTION 7. PAYMENT AND BILLING.**

(a) If the Scope of Services required to be performed by a Work Order is clearly defined, the Work Order shall be issued on a "Fixed Fee" basis. The CONTRACTOR shall perform all work required by the Work Order but, in no event, shall the CONTRACTOR be paid more than the negotiated Fixed Fee amount stated therein.

(b) If the Scope of Services is not clearly defined, the Work Order may be issued on a "Time Basis Method" and contain a Not-to Exceed amount. If a Not-to-Exceed amount is provided, the CONTRACTOR shall perform all work required by the Work Order; but, in no event, shall the CONTRACTOR be paid more than the Not-to-Exceed amount specified in the applicable Work Order.

(c) If the Scope of Services is not clearly defined, the Work Order may be issued on a "Time Basis Method" and contain a Limitation of Funds amount. The CONTRACTOR is not authorized to exceed that amount without the prior written approval of the COUNTY. Said approval, if given by the COUNTY, shall indicate a new Limitation of Funds amount. The CONTRACTOR shall advise the COUNTY whenever the CONTRACTOR has incurred expenses on any Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount.

(d) For Work Orders issued on a "Fixed Fee Basis," the CONTRACTOR may invoice the amount due based on the percentage of total Work Order services actually performed and completed; but, in no event, shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed. The COUNTY shall pay the CONTRACTOR ninety percent (90%) of the approved amount on Work Orders issued on a "Fixed Fee Basis".

(e) For Work Orders issued on a "Time Basis Method" with a Not-to-Exceed amount, the CONTRACTOR may invoice the amount due for actual

work hours performed but, in no event, shall the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total services actually completed. The COUNTY shall pay the CONTRACTOR ninety percent (90%) of the approved amount on Work Orders issued on a "Time Basis Method" with a Not-to-Exceed amount.

(f) Each Work Order issued on a "Fixed Fee Basis" or "Time Basis Method" with a Not-to-Exceed amount shall be treated separately for retainage purposes. If the COUNTY determines that work is substantially complete and the amount retained is considered to be in excess, the COUNTY may, at its sole and absolute discretion, release the retainage or any portion thereof.

(g) For Work Orders issued on a "Time Basis Method" with a Limitation of Funds amount, the CONTRACTOR may invoice the amount due for services actually performed and completed. The COUNTY shall pay the CONTRACTOR one hundred percent (100%) of the approved amount on Work Orders issued on a "Time Basis Method" with a Limitation of Funds amount.

(h) Payments shall be made by the COUNTY to the CONTRACTOR when requested as work progresses for services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. CONTRACTOR shall render to COUNTY, at the close of each calendar month, an itemized invoice properly dated, describing any services rendered, the cost of the services, the name and address of the CONTRACTOR, Work Order Number, Contract Number and all other information required by this Agreement.

The original invoice shall be sent to:

Director of County Finance  
Seminole County Board of County Commissioners  
Post Office Box 8080  
Sanford, Florida 32772

A duplicate copy of the invoice shall be sent to:

Environmental Services Department  
500 W. Lake Mary Blvd.  
Sanford, Florida 32773

(i) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from the CONTRACTOR.

**SECTION 8. GENERAL TERMS OF PAYMENT AND BILLING.**

(a) Upon satisfactory completion of work required hereunder and, upon acceptance of the work by the COUNTY, the CONTRACTOR may invoice the COUNTY for the full amount of compensation provided for under the terms of this Agreement including any retainage and less any amount already paid by the COUNTY. The COUNTY shall pay the CONTRACTOR within thirty (30) days of receipt of proper invoice.

(b) The COUNTY may perform or have performed an audit of the records of the CONTRACTOR after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to the CONTRACTOR and the COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to the CONTRACTOR may be determined subsequent to an audit as provided for in subsections (b) and (c) of this Section, and the total compensation so determined shall be used to calculate final payment to the CONTRACTOR. Conduct of this audit shall not delay final payment as provided by subsection (a) of this Section.

(c) In addition to the above, if federal funds are used for any work under the Agreement, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records, of the CONTRACTOR which are directly pertinent to work performed under this Agreement for purposes of making audit, examination, excerpts and transcriptions.



(d) The CONTRACTOR agrees to maintain all books, documents, papers, accounting records and other evidences pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at the CONTRACTOR'S office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsections (b) and (c) of this Section.

(e) In the event any audit or inspection conducted after final payment, but within the period provided in paragraph (d) of this Section reveals any overpayment by the COUNTY under the terms of the Agreement, the CONTRACTOR shall refund such overpayment to the COUNTY within thirty (30) days of notice by the COUNTY.

#### **SECTION 9. RESPONSIBILITIES OF THE CONTRACTOR.**

(a) The CONTRACTOR shall be responsible for the professional quality, technical accuracy, competence, methodology, accuracy and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by the CONTRACTOR under this Agreement. The CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature.

(b) Neither the COUNTY'S review, approval or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement nor of any cause of action arising out of the performance of this Agreement and the CONTRACTOR shall be and always remain liable to the COUNTY in accordance

with applicable law for any and all damages to the COUNTY caused by the CONTRACTOR'S negligent or wrongful performance of any of the services furnished under this Agreement.

**SECTION 10. OWNERSHIP OF DOCUMENTS.** All deliverable analysis, reference data, survey data, plans and reports or any other form of written instrument or document that may result from the CONTRACTOR'S services or have been created during the course of the CONTRACTOR'S performance under this Agreement shall become the property of the COUNTY after final payment is made to the CONTRACTOR.

**SECTION 11. TERMINATION.**

(a) The COUNTY may, by written notice to the CONTRACTOR terminate this Agreement or any Work Order issued hereunder, in whole or in part, at any time, either for the COUNTY'S convenience or because of the failure of the CONTRACTOR to fulfill its Agreement obligations. Upon receipt of such notice, the CONTRACTOR shall:

(1) immediately discontinue all services affected unless the notice directs otherwise, and

(2) deliver to the COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by the CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of the COUNTY, the CONTRACTOR shall be paid compensation for services performed to the date of termination. If this Agreement calls for the payment based on a Fixed Fee amount, the CONTRACTOR shall be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work, as determined solely and conclusively by the COUNTY, contemplated by this Agreement.

(c) If the termination is due to the failure of the CONTRACTOR to fulfill its Agreement obligations, the COUNTY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, the CONTRACTOR shall be liable to the COUNTY for all reasonable additional costs occasioned to the COUNTY thereby. The CONTRACTOR shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of the CONTRACTOR; provided, however, that the CONTRACTOR shall be responsible and liable for the actions of its subcontractors, agents, employees and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without any fault or negligence of the CONTRACTOR.

(d) If, after notice of termination for failure to fulfill its Agreement obligations, it is determined that the CONTRACTOR had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of the COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of the COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

**SECTION 12. AGREEMENT AND WORK ORDER IN CONFLICT.** Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, the Agreement shall prevail.

**SECTION 13. EQUAL OPPORTUNITY EMPLOYMENT.** The CONTRACTOR agrees that it will not discriminate against any employee or applicant for

employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**SECTION 14. NO CONTINGENT FEES.** The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, the COUNTY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

**SECTION 15. CONFLICT OF INTEREST.**

(a) The CONTRACTOR agrees that it will not contract for or accept employment for the performance of any work or service with any individual, business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY.

(b) The CONTRACTOR agrees that it will neither take any action nor engage in any conduct that would cause any COUNTY employee to

violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

(c) In the event that CONTRACTOR causes or in any way promotes or encourages a COUNTY officer, employee, or agent to violate Chapter 112, Florida Statutes, the COUNTY shall have the right to terminate this Agreement.

**SECTION 16. ASSIGNMENT.** This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

**SECTION 17. SUBCONTRACTORS.** In the event that the CONTRACTOR, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, the CONTRACTOR must first secure the prior express written approval of the COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONTRACTOR shall remain fully responsible for the services of subcontractors or other professional associates.

**SECTION 18. INDEMNIFICATION OF COUNTY.** The CONTRACTOR agrees to hold harmless, replace, and indemnify the COUNTY, its commissioners, officers, employees, and agents against any and all claim, losses, damages or lawsuits for damages, arising from the negligent, reckless, or intentionally wrongful provision of services hereunder by the CONTRACTOR, whether caused by the CONTRACTOR or otherwise.

**SECTION 19. INSURANCE.**

(a) GENERAL. The CONTRACTOR shall at the CONTRACTOR'S own cost, procure the insurance required under this Section.

(1) The CONTRACTOR shall furnish the COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability and Commercial General Liability). The COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that the COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by the CONTRACTOR, the CONTRACTOR shall provide the COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, the CONTRACTOR shall, at the option of the COUNTY submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. **The Certificate shall have this Agreement number clearly marked on its face.**

(3) In addition to providing the Certificate of Insurance, if required by the COUNTY, the CONTRACTOR shall, within thirty (30) days after receipt of the request, provide the COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by the COUNTY nor failure to disapprove the insurance furnished by a CONTRACTOR shall relieve the CONTRACTOR of the CONTRACTOR'S full responsibility for performance of any obligation including CONTRACTOR indemnification of COUNTY under this Agreement.

(b) INSURANCE COMPANY REQUIREMENTS. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies other than Workers' Compensation, must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall, as soon as the CONTRACTOR has knowledge of any such circumstance, immediately notify the COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to the COUNTY the CONTRACTOR shall be deemed to be in default

of this Agreement.

(c) SPECIFICATIONS. Without limiting any of the other obligations or liability of the CONTRACTOR, the CONTRACTOR shall, at the CONTRACTOR'S sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by the CONTRACTOR and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) The CONTRACTOR'S insurance shall cover the CONTRACTOR for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. The CONTRACTOR will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both the CONTRACTOR and its subcontractors are outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured



under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$ 500,000.00	(Each Accident)
\$1,000,000.00	(Disease-Policy Limit)
\$ 500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) The CONTRACTOR'S insurance shall cover the CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by the CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

	<u>LIMITS</u>
General Aggregate	\$Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00

(3) Professional Liability Insurance. The CONTRACTOR shall carry limits of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00).

(d) COVERAGE. The insurance provided by CONTRACTOR pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by the COUNTY or the COUNTY'S officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of the CONTRACTOR.

(e) OCCURRENCE BASIS. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy must either be on an occurrence basis, or, if a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) OBLIGATIONS. Compliance with the foregoing insurance requirements shall not relieve the CONTRACTOR, its employees or agents of liability from any obligation under a Section or any other portions of this Agreement.

#### **SECTION 20. ALTERNATIVE DISPUTE RESOLUTION.**

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY protest procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY procedures for proper invoice and payment disputes are set forth in Section 55.1, "Prompt Payment Procedures," Seminole County Administrative Code.

(b) CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the COUNTY protest procedures set forth in subsection (a) above of which the CONTRACTOR had knowledge and failed to present during the COUNTY protest procedures.

(c) In the event that COUNTY protest procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs

of voluntary mediation shall be shared equally among the parties participating in the mediation.

**SECTION 21. REPRESENTATIVES OF THE COUNTY AND THE CONTRACTOR.**

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. The COUNTY, upon request by the CONTRACTOR, shall designate in writing and shall advise the CONTRACTOR in writing of one (1) or more of its employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information and interpret and define the COUNTY'S policy and decisions pertinent to the work covered by this Agreement.

(b) The CONTRACTOR shall, at all times during the normal work week, designate or appoint one or more representatives of the CONTRACTOR who are authorized to act in behalf of and bind the CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep the COUNTY continually and effectively advised of such designation.

**SECTION 22. ALL PRIOR AGREEMENTS SUPERSEDED.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

**SECTION 23. MODIFICATIONS, AMENDMENTS OR ALTERATIONS.** No modification, amendment or alteration in the terms or conditions contained

herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

**SECTION 24. INDEPENDENT CONTRACTOR.** It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting the CONTRACTOR (including its officers, employees, and agents) the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. The CONTRACTOR is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

**SECTION 25. EMPLOYEE STATUS.** Persons employed by the CONTRACTOR in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the COUNTY'S officers and employees either by operation of law or by the COUNTY.

**SECTION 26. SERVICES NOT PROVIDED FOR.** No claim for services furnished by the CONTRACTOR not specifically provided for herein shall be honored by the COUNTY.

**SECTION 27. PUBLIC RECORDS LAW.** CONTRACTOR acknowledges COUNTY'S obligations under Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

**SECTION 28. COMPLIANCE WITH LAWS AND REGULATIONS.** In providing all services pursuant to this Agreement, the CONTRACTOR shall abide by

all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to the CONTRACTOR.

**SECTION 29. NOTICES.** Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

**FOR COUNTY:**

Environmental Services Department  
500 W. Lake Mary Blvd.  
Sanford, FL 32773

**FOR CONTRACTOR:**

Guardian Equipment, Inc.  
P.O. Box 520  
Goldenrod, FL 32733-0520

**SECTION 30. RIGHTS AT LAW RETAINED.** The rights and remedies of the COUNTY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

**IN WITNESS WHEREOF,** the parties hereto have made and executed this Agreement on the date below written for execution by the COUNTY.

ATTEST:

GUARDIAN EQUIPMENT, INC.

\_\_\_\_\_  
\_\_\_\_\_, Secretary

By: \_\_\_\_\_  
MARK CLIBURN, President

(CORPORATE SEAL)

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
CARLTON HENLEY, Chairman

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

For use and reliance  
of Seminole County only.

As authorized for execution by  
the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney

AC/lpk  
3/28/05  
RFP-4241

3 Attachments:

- Exhibit "A" - Scope of Services
- Exhibit "B" - Sample Work Order
- Exhibit "C" - Rate Schedule

**EXHIBIT “A”**  
**RFP-4241-05/TLR**  
**Chemical Feed Systems**  
Repair, Maintenance, Support, and Installation Services

**PURPOSE**

It is the intent of Seminole County Environmental Services Department to secure qualified vendors for the purpose of awarding various chemical feed equipment repair, refurbishment and replacement projects. The successful Proposers shall furnish all materials, equipment, labor and supervision as necessary to design, construct and install the repair, refurbishment and replacement Chemical Feed System project(s). The successful Proposers shall supply technical services for the purpose of maintenance and optimization of various chemical feed systems within Seminole County's water and wastewater facilities.

It is the County's intention to award two or more contracts under this solicitation. Work orders will be competed among all awardees with the award going to the lowest priced contractor who can meet the County's scheduled start and completion dates. The line item bid prices serve as ceiling prices for the work order bid. Contractors may choose to reduce their ceiling bid price for a specific work order line item. Reasons for reducing prices could include excess capacity, material discounts obtained by the contractor, reduced mobilization costs due to the location of the work contemplated, etc.

**SCOPE OF WORK:**

1. The vendor shall design, construct, furnish and install all instrumentation and control systems as specified to perform the intended function on an as required basis. Work shall include but not limited to all labor, materials and equipment to complete the design, manufacture, factory testing, delivery to the site, programming, interfacing with all existing equipment, calibration, installation, system start-up services and incidentals such as chemical feed pumps, chemical bulk and day tanks, chemical scales, miscellaneous valves and piping; manufacturing and repairs to PVC skids; static mixers, replacement tubing, transfer, booster, and sample pumps, rebuilding of chemical feed pumps, and rebuilding of gas chlorinators required for water and wastewater treatment plants.
2. The vendor shall supply technical services on an as required basis to troubleshoot Seminole County's existing chemical systems. These services shall be charged on an hourly basis per the bid schedule.
3. The vendor shall supply technical telephone support services on an as required basis. This telephone support shall be charged by a per call base rate for the first thirty (30) minutes and then in fifteen minute increments. At the start of each telephone support session, the vendor shall assign a "Case Number" and log the start time and completion time. Billing shall be based on these logs.

### **TECHNICAL SUPPORT:**

1. The Contractor shall provide technical support such as cost estimates, advice pertaining to the advisability of repair versus replacement, life expectancy, and maintenance recommendations at no additional costs to the County.

### **EMERGENCY SERVICES**

1. Emergency Services are those services initiated during non-normal business hours and require priority response. Emergency Service shall be billed at the scheduled hourly rates plus emergency service multiplier. Planned or scheduled work during non-business hours shall not be considered emergency service and shall be invoiced at the normal scheduled rates.

### **STANDARDIZATION:**

1. In keeping with the County policy of standardizing equipment throughout the 16 water plants and two wastewater plants, the equipment for bid purposes are listed in Attachment 1A.

### **RESPONSE TIME**

1. The vendor must maintain an inventory of applicable spare parts and provide delivery within four (4) hours for inoperable systems and delivery within 10 days for non-emergency needs. (See Attachment 1A)
2. The vendor must be able to provide service twenty-four (24) hours per day, including weekend and holidays. During emergencies the vendor must be able to respond within four (4) hours of notification and within seventy-two (72) hours of notification for non-emergency service.

### **PROJECT ASSIGNMENT AND PRICING**

For each project, the vendor shall submit a complete written estimate prior to initiation of any work. A representative from Seminole County Environmental Services Department shall evaluate the estimate and, if found acceptable, authorize in writing for the vendor to proceed. The County shall not honor any unauthorized charges.

### **SUB-CONTRACTORS, PERMITS AND PARTS:**

1. Sub-contractors shall only be utilized after receiving written approval from the County. Charges for sub-contractors shall be marked up a maximum of ten percent (10%) and the vendor shall provide support documentation of sub-contractors charges.
2. The vendor shall be responsible to apply for and obtain all permits required to complete the assigned projects.



3. All parts shall be priced according to the bid schedule (Attachment 1A). All other parts necessary to complete the assigned projects shall be marked up a maximum of 10 percent. The price of all parts shall include delivery costs to Seminole County. The vendor shall include proof of material costs with the vendor invoice to the County.

## **SPECIFICATIONS FOR HYPOCHLORITE SKIDS**

### **1. Scope**

The work under this section includes the furnishing of all labor, materials, equipment and supervision for the manufacture and installation of skid mounted chemical metering systems suitable for the application of sodium hypochlorite.

#### **1.1 Work Specified Herein**

- A. Chemical Metering Skids
- B. Chemical metering pumps
- C. Accessories
- D. Spare Parts

#### **1.2 Quality Assurance**

##### **A. Manufacturer's Qualifications**

1. The products of this section shall be provided by a single supplier who shall demonstrate previous experience in the manufacture of skid-mounted chemical metering systems. The manufacturer must have a service center with trained technicians authorized to make repairs to all components of the chemical feed system. This supplier shall be responsible for providing all equipment, accessories, spare parts, documentation and installation supervision required for a complete and operational chemical feed system.
2. The manufacturer shall supply five separate references, with contact names and phone numbers, where substantially similar installations for the chemical and equipment as specified have been in satisfactory operation for a minimum of two years.
3. The pump skids shall be a regularly marketed product of the manufacturer who must have a physical plant, technical and design staff, and production personnel to complete the work as specified. Systems assembled by second party fabricators, integrators or contractors shall not be acceptable. The chemical metering skids shall be assembled and tested by the manufacturer prior to delivery.

#### **1.3 Manufacturer's Services**

##### **A. The manufacturer shall provide the following services as specified.**

##### **1. Mechanical Start-Up Services**

- a. Provide a minimum of one 8 hour working day of mechanical start-up services.

##### **2. Process Start-Up Services**

- a. Provide a minimum of one 8 hour working day of process start-up services.

##### **3. Operator Training Services**

- a. Provide a minimum of one 8 hour working day to instruct operating

personnel on the operation and maintenance of the system.

#### 1.4 Submittals

- A. Submit shop drawings and product data for the products of this section. Include detailed schematic of equipment, piping, controls, etc.
- B. Submit operation and maintenance manuals.
- C. Submit a cross-sectional sample of pipe joining practices for inspection. Only those manufacturers providing acceptable samples will be considered.
- D. Submit five references where similar chemical metering systems are being used for sodium hypochlorite application.
- E. Submit a copy of proposed manufacturer's guarantee and local parts/service center information.
- F. Warranties  
The system manufacturer shall provide a two year warranty for the metering pumps and one year warranty of skid material/construction, and skid mounted equipment, piping and valves.

## 2. PRODUCTS

### 2.1 General

The chemical metering systems shall be completely self-contained and designed to safely feed metered amounts of sodium hypochlorite. Each chemical metering skid shall include identical chemical metering pumps and accessories to offer complete redundancy. The chemical metering skids will be completely assembled and tested prior to delivery to the job site. All equipment shall be of materials selected specifically for use with sodium hypochlorite.

#### A. Chemical Metering Skid

1. The chemical metering skids shall be constructed from solid white rigid PVC sheet with a minimum thickness of ½". The skid shall be self-supporting and all components of the chemical metering system shall be contained within the skid. Pedestals shall be provided to elevate the metering pumps above the skid base. The skids shall be manufactured using thermal welding technology, bolted construction is not acceptable.
2. For each chemical metering pump the piping system shall include (1) pressure relief valve; (1) pulsation dampener; (1) diaphragm protected pressure gauge; (1) back pressure valve; (1) flushing inlet; (1) flushing outlet and all required piping, valves, and supports. Piping shall include isolation valves and unions for all serviceable components. The chemical supply piping shall allow for dual chemical inlets with Y strainers and a calibration column shall be provided and designed for use with any of the metering pumps. The discharge piping shall allow for each pump to serve individual loads or a common load with backup.
3. All piping shall be schedule 80 PVC bearing the NSF potable water logo with assembly performed in a controlled shop environment by the skid manufacturer. All pipe shall be squarely cut on precision equipment with

the ends chamfered and de-burred. All socket welded connections shall follow the guidelines set by the pipe/fitting manufacturer for proper cleaning, priming and gluing procedures. A heavy bodied solvent suitable for use with sodium hypochlorite shall be used. All threaded connections will utilize Teflon tape, a suitable thread sealant or a combination of both. Threaded connections shall utilize stainless steel reinforcement rings where applicable to reduce the risk of cracking.

4. The piping shall be attached to the chemical metering skid with a nonmetallic corrosion resistant support system. All support channel shall be welded to the chemical metering skid, bolted or screwed supports are not acceptable. The straps shall be removable and reusable to allow for servicing of the system. All inlet/outlet connections, valves and pump accessories shall be clearly labeled on the skid.
5. A Nema 4X terminal box shall be provided on the skid back panel for termination of all power/control wiring. A power receptacle with weatherproof cover shall be provided for the metering pump power cords and shall be pre-wired to the terminal junction box.
6. Surge protection shall be provided locally in the skid mounted terminal junction box. Protection shall be provided for the main power supply as well as all digital and analog input and output signals. Surge protection devices shall be as manufactured by EDCO Inc. of Florida or equal.
7. The chemical metering skids shall be completely assembled and tested by the manufacturer prior to delivery to the job site. Each skid shall include 316 SS mounting brackets.

#### B. Safety Spray Shield

1. A safety spray shield shall be provided to protect operation and maintenance personnel from contact with the chemical. The spray shield shall be clear or include a large viewing area and be easily removable for normal operation and maintenance tasks. All components of the safety spray shield assembly shall be of materials compatible with sodium hypochlorite.

#### C. Chemical Metering Pumps

##### 1. Scope

- a. This specification is combination with pump data sheets identifies the minimum requirements for electronic metering pumps.

##### 2. Reference codes and standards

- a. Pumps shall comply with the latest editions of the following codes and standards:

1. UL Standard 778
2. Hydraulic Institute standards
3. National Electric Code

### 3. Definitions

- a. Electronic metering pump – A positive displacement diaphragm-metering pump in which the diaphragm is actuated by an electromagnetic solenoid, which is in turn controlled by an electronic circuit.

### 4. General

- a. Output volume shall be adjustable while pump is in operation.
- b. Weight of pump as installed shall not exceed 22 pounds.

### 5. Drive

- a. The pump mechanism shall be totally enclosed with no exposed moving parts.
- b. Electronic control module shall be located beneath solenoid and protected by a clear, hinged cover.
- c. Average power consumption shall not exceed 48 watts under full speed and maximum pressure conditions.
- d. Metering pump shall be capable of pumping against a maximum pressure of 150 psi.
- e. Control of pump speed shall be selectable between manual and external.
- f. In external analog mode, the pump shall accept a 4 to 20 mA control signal from external equipment and operate at a speed that is proportional to the signal level.
- g. In external digital mode, the pump shall respond to a pulse signal from external equipment such that either one pulse produces n pump strokes (multiply mode) or n pulses produce one pump stroke (divide mode).

### 6. Materials of Construction

- a. Pump housing shall be of chemically resistant glass fiber reinforced thermoplastic.
- b. All exposed fasteners shall be stainless steel.
- c. Liquid end materials shall be PVC/Teflon/Ceramic/Fluoroelastomer.

### 7. Shop Tests

- a. All pumps shall pass manufacturer's standard performance test.

## D. Accessories

1. Calibration columns
  - a. A clear PVC calibration column shall be provided in the chemical supply piping. The piping shall be designed for the calibration column to be used with any of the metering pumps. The top of the calibration column shall be vented back to the supply container by the contractor. Calibration columns may also be used as de-gassing chambers.
2. Pressure Relief Valves
  - a. Pressure relief valves shall be provided to eliminate excess pressure in the system. The pressure relief valves shall be fully adjustable with PVC bodies, Teflon diaphragm and shall have no metal parts in contact with the chemical.
3. Pulsation Dampeners
  - a. Gas charged pulsation dampeners shall be provided and sized for a minimum of 90% dampening. Pulsation dampeners shall be PVC with a Viton bladder and include gas charge fitting and pressure gauge. The dampeners shall be installed as close to the metering pump discharge as possible.
4. Diaphragm Protected Pressure Gauges
  - a. Pressure gauges of the diaphragm protected type shall be provided for indication of system pressure. Industrial quality liquid filled 316 Stainless Steel gauges shall be utilized and the isolators shall have PVC housings with a Teflon diaphragm and suitable liquid fill.
5. Back Pressure Valves
  - a. Back pressure valves shall be provided to provide a constant back pressure at the chemical metering pump discharge. The back pressure valves shall be fully adjustable with PVC bodies, Teflon diaphragm and shall have no metal parts in contact with the chemical.
6. Piping and Valves
  - a. All piping shall be solvent welded schedule 80 PVC and shall bear the NSF potable water logo.
  - b. All valves and unions shall be schedule 80 PVC with Viton o-rings. Valves shall be true union type and include built in handle locking mechanisms. Ball valves for use with chemical prone to gassing, such as sodium hypochlorite, shall be vented.

## **E. Spare Parts**

1. Provide the following spare parts to the Owner for each chemical metering skid. All parts shall be in one box labeled with the skid ID information:
  - a. Maintenance kit for each chemical metering pump. Maintenance kits shall include but not be limited to: diaphragm, check valve seats, gaskets and o-rings.
  - b. Parts list for all serviceable components.

### **3. Execution**

#### **3.1 Installation**

- A. Install the chemical metering skids as specified and in compliance with the manufacturer's instructions.

#### **3.2 Inspection and Testing**

- A. Upon completion of installation, a full operating test shall be performed in the presence of the engineer and a qualified manufacturer's representative. The contractor shall furnish all labor, materials and equipment required for such test and shall correct any deficiencies noted.

#### **3.3 Warranties**

- A. Manufacturer shall provide two year warranty for the metering pumps. The warranty shall cover all material and moving parts of the metering pumps.

**Board of County Commissioners**  
**SEMINOLE COUNTY, FLORIDA**

# WORK ORDER

Work Order Number: \_\_\_\_\_

Master Agreement No.: \_\_\_\_\_ Dated: \_\_\_\_\_  
 Contract Title: \_\_\_\_\_  
 Project Title: \_\_\_\_\_

Consultant: \_\_\_\_\_  
 Address: \_\_\_\_\_

**ATTACHMENTS TO THIS WORK ORDER:**

- ☐ drawings/plans/specifications  
☐ scope of services  
☐ special conditions  
☐ \_\_\_\_\_

**METHOD OF COMPENSATION:**

- ☐ fixed fee basis  
☐ time basis-not-to-exceed  
☐ time basis-limitation of funds

**TIME FOR COMPLETION:** The services to be provided by the CONTRACTOR shall commence upon execution of this Agreement by the parties and shall be completed within "X" (days, months, years) of the effective date of this agreement. Failure to meet the completion date may be grounds for Termination for Default.

Work Order Amount: \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_)

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the purposes stated herein.

(THIS SECTION TO BE COMPLETED BY THE COUNTY)

**ATTEST:**

\_\_\_\_\_  
 (Company Name)

By: \_\_\_\_\_

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

\_\_\_\_\_, Secretary  
 (CORPORATE SEAL)

----- \*\*\*\*\* ----- \*\*\*\*\* ----- \*\*\*\*\* ----- \*\*\*\*\* -----

BOARD OF COUNTY COMMISSIONERS  
 SEMINOLE COUNTY, FLORIDA

**WITNESSES:**

\_\_\_\_\_  
 (Contracts Analyst, print name)

By: \_\_\_\_\_

Peter W. Maley, Contracts Supervisor

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

\_\_\_\_\_  
 (Contracts Analyst, print name)

As authorized by Section 330.3, Seminole  
 County Administrative Code

## WORK ORDER TERMS AND CONDITIONS

- a) Execution of this Work Order by the COUNTY shall serve as authorization for the CONSULTANT to provide, for the stated project, professional services as set out in the Scope of Services attached as Exhibit "A" to the Master Agreement cited on the face of this Work Order and as further delineated in the attachments listed on this Work Order.
- b) Term: This work order shall take effect on the date of its execution by the County and expires upon final delivery, inspection, acceptance and payment unless terminated earlier in accordance with the Termination provisions herein.
- c) The CONSULTANT shall provide said services pursuant to this Work Order, its Attachments, and the cited Master Agreement (as amended, if applicable) which is incorporated herein by reference as if it had been set out in its entirety.
- d) Whenever the Work Order conflicts with the cited Master Agreement, the Master Agreement shall prevail.
- e) METHOD OF COMPENSATION - If the compensation is based on a:
  - (i) FIXED FEE BASIS, then the Work Order Amount becomes the Fixed Fee Amount and the CONSULTANT shall perform all work required by this Work Order for the Fixed Fee Amount. The Fixed Fee is an all-inclusive Firm Fixed Price binding the CONSULTANT to complete the work for the Fixed Fee Amount regardless of the costs of performance. In no event shall the CONSULTANT be paid more than the Fixed Fee Amount.
  - (ii) TIME BASIS WITH A NOT-TO-EXCEED AMOUNT, then the Work Order Amount becomes the Not-to-Exceed Amount and the CONSULTANT shall perform all the work required by this Work Order for a sum not exceeding the Not-to-Exceed Amount. In no event is the CONSULTANT authorized to incur expenses exceeding the not-to-exceed amount without the express written consent of the COUNTY. Such consent will normally be in the form of an amendment to this Work Order. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement.
  - (iii) TIME BASIS WITH A LIMITATION OF FUNDS AMOUNT, then the Work Order Amount becomes the Limitation of Funds amount and the CONSULTANT is not authorized to exceed the Limitation of Funds amount without prior written approval of the COUNTY. Such approval, if given by the COUNTY, shall indicate a new Limitation of Funds amount. The CONSULTANT shall advise the COUNTY whenever the CONSULTANT has incurred expenses on this Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement.
- f) Payment to the CONSULTANT shall be made by the COUNTY in strict accordance with the payment terms of the referenced Master Agreement.
- g) It is expressly understood by the CONSULTANT that this Work Order, until executed by the COUNTY, does not authorize the performance of any services by the CONSULTANT and that the COUNTY, prior to its execution of the Work Order, reserves the right to authorize a party other than the CONSULTANT to perform the services called for under this Work Order; if it is determined that to do so is in the best interest of the COUNTY.
- h) The CONSULTANT shall sign the Work Order first and the COUNTY second. This Work Order becomes effective and binding upon execution by the COUNTY and not until then. A copy of this Work Order will be forwarded to the CONSULTANT upon execution by the COUNTY.



# RFP-4241-05/TLR RATE SHEET

## PARTS

All parts required will be reimbursed at cost with no markup allowed. Receipts must be provided for reimbursement. All labor costs, overhead costs and profit are to be included in the hourly labor rates for each service category.

## LABOR BID SCHEDULE FORM

Est. Quantity	Description	Unit	Cost	TOTAL
3600	Regular business hours (M-F 7am – 6pm)	Per hr.	\$100. <sup>00</sup>	\$360,000. <sup>00</sup>
1000	Emergency Service / Non-business Hours	Per hr.	\$150. <sup>00</sup>	\$150,000. <sup>00</sup>
100	Telephone Support	Base Rate (First 30 Minutes)	\$25. <sup>00</sup>	\$2,500. <sup>00</sup>
250	Telephone Support Incremental	Per additional 15 minute increments	\$10. <sup>00</sup>	\$2,500. <sup>00</sup>
TOTAL				\$515,000. <sup>00</sup>

## QUANTITIES:

- The estimated quantities are given only as a guideline for preparing your bid and should not be construed as representing actual quantities to be purchased under this contract.