

## **REQUEST FOR PROPOSALS**

### **24. Award RFP-600062-06/BJC – Term Contract for Residential and Commercial Backflow Prevention Control Program, to ACE Flow Control, Longwood (Term Contract).**

IFB-600062-06/BJC will provide for a qualified company to survey residential customers for the presence of irrigation systems and backflow prevention assemblies (BFPAs). The Contractor will provide the customer and the County with a report of the survey, which will include all necessary compliance issues with Cross Connection Control (CCC) requirements. The Contractor must be prepared, if requested by the County, to test and possible repair residential irrigation BFPAs and commercial BFPAs. The survey process and testing/repair of BFPAs may be done concurrently. The Contractor will be responsible for compiling data electronically and submitting all data to the County. The Contractor will be responsible for testing and repairing the BFPAs within the Environmental Services Department at locations throughout the County.

This project was publicly advertised and the County received four (4) submittals in response to the solicitation. The Evaluation Committee which consists of John Cassaro, Environmental Services Department; Ruth Hazard, Environmental Services Department, and Gary Rudolph, Environmental Services Department; recommends award of the contract to the most responsible, responsive Proposer, ACE Flow Control, Longwood.

The agreements shall take place on the date of their execution by the County and shall run for a period of three (3) years and, at the sole option of the County, may be renewed for two (2) successive one (1) year periods.

Authorization for performance of services by the Contractor under this agreement shall be in the form of written Release Orders issued and executed by the County on an as-needed basis as long as the cumulative amount of the Release Orders does not exceed budgetary constraints. The estimated usage of the contract is \$300,000.00 per year.

Environmental Services Department and Fiscal Services/Purchasing and Contracts Division recommend the Board to award the project and authorize the Purchasing and Contracts Manager to execute the contract as approved and prepared by the County Attorney's Office pursuant to the terms and conditions of the RFP documents.

**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.

Page 1 of 2

RFP NUMBER: RFP-600062-06/BJC  
 RFP TITLE: Term Contract for Residential and Commercial Backflow Prevention Control Program  
 DUE DATE: July 25, 2006 at 2:00 P.M.

	<b>Response #1</b>	<b>Response #2</b>	<b>Response #3</b>	<b>Response #4</b>
	Aaron's Backflow Services, Inc. PO Box 5302 Winter Park, FL 32793  Aaron Vaughan (407) 829-7933 – Phone (407) 829-6648 – Fax	ACE Flow Control 953 Norfolk Court Longwood, FL 32750  Nils Humberg (407) 399-9010 – Phone (775) 878-0509 - Fax	Hydro Designs, Inc. 5700 Crooks Rd, #100 Troy, MI 48098  Larry LaBute (248) 250-5000 – Phone (248) 786-1789 - Fax	Orange County Backflow, Inc. 1007 Featherstone Circle Ocoee, FL 34761  Sonya C. Frymyer (321) 303-0142 – Phone (407) 290-6770 - Fax
Acknowledge of Addenda	Yes	Yes	Yes	Yes
Compliance with Public Records	Yes	Yes	Yes	Yes
Conflict of Interest Statement	Yes	Yes	Yes	Yes
Past Performance	Yes	Yes	Yes	Yes

**The evaluation criteria is as follows:**

- Qualifications to perform required services
- Price Proposal
- Past Performance

Tabulated by Betsy J. Cohen, Purchasing Supervisor  
 Posted 7/26/2006 at 4:00 PM

Recommendation of award: TBD

RFP-600062-06/BJC		Aaron's		Ace		Hydro		Orange	
Phase I - Survey	\$40.00		\$16.50				\$13.97		\$35.00
Phase II (A) - Adm'l Fee	\$10.00		\$7.55				\$1.91		\$30.00
Phase II (B) - Residential BFPAS	Test	Repair	Test	Repair	Test	Repair	Test	Repair	Test
3/4 DCVA	\$38.00	\$65.00	\$21.90	\$55.50	\$30.00	\$42.15	\$45.00	\$55 + Parts	
3/4 PVB	\$38.00	\$65.00	\$21.90	\$55.50	\$30.00	\$46.80	\$45.00	\$55 + Parts	
3/4 RPZ	\$38.00	\$65.00	\$21.90	\$55.50	\$30.00	\$57.00	\$45.00	\$55 + Parts	
1" DCVA	\$38.00	\$65.00	\$21.90	\$55.50	\$30.00	\$42.15	\$45.00	\$55 + Parts	
1" PVB	\$38.00	\$65.00	\$21.90	\$55.50	\$30.00	\$46.80	\$45.00	\$55 + Parts	
1" RPZ	\$38.00	\$65.00	\$21.90	\$55.50	\$30.00	\$57.00	\$45.00	\$55 + Parts	
1-1/4" DCVA	\$38.00	\$65.00	\$21.90	\$85.50	\$35.00	\$47.15	\$45.00	\$55 + Parts	
1-1/4" PVB	\$38.00	\$65.00	\$21.90	\$85.50	\$35.00	\$51.80	\$45.00	\$55 + Parts	
1-1/4" RPZ	\$38.00	\$65.00	\$21.90	\$85.50	\$35.00	\$62.00	\$45.00	\$55 + Parts	
1-1/2" DCVA	\$38.00	\$75.00	\$21.90	\$85.50	\$35.00	\$54.55	\$45.00	\$55 + Parts	
1-1/2" PVB	\$38.00	\$75.00	\$21.90	\$85.50	\$35.00	\$56.50	\$45.00	\$55 + Parts	
1-1/2" RPZ	\$38.00	\$75.00	\$21.90	\$85.50	\$35.00	\$90.00	\$45.00	\$55 + Parts	
Phase II - Commercial BFPAS	Testing		Testing		Testing		Testing		
2" DCVA	\$42.00		\$45.00		\$75.00		\$55.00		
2" PVB	\$42.00		\$45.00		\$75.00		\$55.00		
2" RPZ	\$42.00		\$45.00		\$75.00		\$55.00		
3" DCVA	\$55.00		\$45.00		\$75.00		\$55.00		
3" RPZ	\$55.00		\$45.00		\$75.00		\$55.00		
4" DCVA	\$55.00		\$45.00		\$75.00		\$55.00		
4" RPZ	\$55.00		\$45.00		\$75.00		\$55.00		
6" DCVA	\$70.00		\$55.00		\$125.00		\$65.00		
6" RPZ	\$70.00		\$55.00		\$125.00		\$65.00		
8" DCVA	\$90.00		\$55.00		\$150.00		\$65.00		
8" RPZ	\$90.00		\$55.00		\$150.00		\$65.00		
10" DCVA	\$90.00		\$65.00		\$175.00		\$65.00		
10" RPZ	\$90.00		\$65.00		\$175.00		\$65.00		
Hourly Rate for Repairs	\$150.00		\$44.00		\$65.00		\$200.00		
Phase III - Installation of BFPA									
3/4"	\$320.00		\$170.5 (PVB)	\$226 (RPZ)	\$170.00		\$850.00		
1"	\$340.00		\$181.00 (PVB)	\$252 (RPZ)	\$170.00		\$950.00		

## RFP-600062-06/BJC – Term Contract for Residential and Commercial Backflow Prevention Control Program

### Ranking of Proposals

	<i>John Cassaro</i>	<i>Ruth Hazard</i>	<i>Gary Rudolph</i>	TOTAL POINTS	RANKING
<i>Aaron's Backflow Services, Inc.</i>	3	2	3	8	2
<i>ACE Flow Control</i>	2	1	1	4	1
<i>Hydro-Designs, Inc.</i>	1	4	4	9	3
<i>Orange County Backflow, Inc.</i>	4	3	2	9	3

The Evaluation Committee recommends ACE Flow Control for award of this project.

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

*Ruth Hazard*  
 (Name)

*Gary Rudolph*  
 (Name)

*John Cassaro*  
 (Name)

**TERM CONTRACT FOR RESIDENTIAL AND COMMERCIAL BACKFLOW PREVENTION  
CONTROL PROGRAM SURVEYING AND TESTING (RFP-600062-06/BJC)**

THIS AGREEMENT is made and entered into this 18<sup>th</sup> day of August, 2006, by and between **ACE FLOW CONTROL**, duly authorized to conduct business in the State of Florida, whose address is 953 Norfolk Court, Longwood, Florida 32750, 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 provide surveying and testing for Seminole County's Residential and Commercial Backflow Prevention Control Program; 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 provide 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 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 Purchase Orders authorizing performance of the specific task. 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 three (3) years 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 Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until delivery and acceptance of the services/materials authorized by the Purchase Order. The first three (3) months of the initial terms shall be considered probationary; during that period the COUNTY may terminate this Agreement at any time, with or without cause, immediately upon written notice to the CONTRACTOR.

**SECTION 3. AUTHORIZATION FOR SERVICES.** Authorization for performance of services by the CONTRACTOR under this Agreement shall be in the form of written Purchase Orders issued and executed by the COUNTY and signed by the CONTRACTOR. A sample Purchase Order is attached hereto as Exhibit "B". Each Purchase Order shall describe the services and/or materials required and shall state the dates for commencement and completion of work and establish the amount and method of payment. The Purchase 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 Purchase Orders, nor that, the CONTRACTOR will perform any Purchase Order 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. The COUNTY Representative will give the Primary CONTRACTOR first opportunity to perform all available work. If the COUNTY Representative, at its sole discretion, determines the Primary CONTRACTOR cannot perform, the

Secondary CONTRACTOR will be contacted to perform the required work.

**SECTION 4. TIME FOR COMPLETION.** The services to be rendered by the CONTRACTOR shall commence, as specified in such Purchase Orders as may be issued hereunder, and shall be completed within the time specified therein.

**SECTION 5. COMPENSATION.** The COUNTY agrees to compensate the CONTRACTOR for the professional services called for under this Agreement on a "Fixed Fee" basis. When a Purchase Order is issued for a "Fixed Fee" basis, then the applicable Purchase Order Fixed Fee amount shall include any and all reimbursable expenses. The total annual compensation paid to the CONTRACTOR pursuant to this Agreement, including reimbursable expenses, shall not exceed the amount budgeted annually by the County for surveying and testing for the County's Residential and Commercial Backflow Prevention Control Program.

**SECTION 6. PAYMENT AND BILLING.**

(a) The CONTRACTOR shall perform all work and supply all materials required by the Purchase Order but, in no event, shall the CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) For Purchase Orders issued on a "Fixed Fee" basis, the CONTRACTOR may invoice the amount due based on the percentage of total Purchase 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.

(c) 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 Purchase 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 therein, the name and address of the CONTRACTOR, Purchase Order Number, Contract Number and all other information required by this Agreement.

The original invoice and one (1) copy shall be sent to:

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

Two (2) duplicate copies of the invoice shall be sent to:

Seminole County Environmental Services Department  
500 W. Lake Mary Boulevard  
Sanford, Florida 32773

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

**SECTION 7. 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 herein 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 subsection (b) 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) 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 subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment, but within the period provided in paragraph (c) 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 8. RESPONSIBILITIES OF THE CONTRACTOR.** Neither the COUNTY'S review, approval or acceptance of, nor payment for, any of the services or materials 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 9. TERMINATION.**

(a) The COUNTY may, by written notice to the CONTRACTOR terminate this Agreement or any Purchase 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 immediately discontinue all services affected unless the notice directs otherwise, and 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.

(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 10. AGREEMENT AND PURCHASE ORDER IN CONFLICT.** Whenever the terms of this Agreement conflict with any Purchase Order issued pursuant to it, the Agreement shall prevail.

**SECTION 11. 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 12. 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 13. 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 14. 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 15. 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 16. INDEMNIFICATION OF COUNTY.** The CONTRACTOR agrees to hold harmless, indemnify the COUNTY, its commissioners, officers, employees, and agents against any and all claims, losses, damages or lawsuits for damages, arising from, allegedly arising from or related to the provision of services hereunder by the CONTRACTOR.

**SECTION 17. INSURANCE.**

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

(1) Prior to commencement of work pursuant to this Agreement, 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 (Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). 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.

(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:

\$100,000.00	(Each Accident)
\$100,000.00	(Disease-Policy Limit)
\$100,000.00	(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	\$300,000.00
Each Occurrence Limit	\$300,000.00

(3) Business Auto Policy.



(A) The CONTRACTOR'S insurance shall cover the CONTRACTOR for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

(B) The minimum limits to be maintained by the CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, the CONTRACTOR shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by the CONTRACTOR shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

(C) The minimum amount of coverage under the Business Auto Policy shall be:

	<u>LIMITS</u>
Each Occurrence Bodily Injury and Property Damage Liability Combined	\$300,000.00

(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.

(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. It shall also be the responsibility of the CONTRACTOR to ensure that all of its subcontractors performing services under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.

**SECTION 18. 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 22.15, "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 19. 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 20. 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 21. 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 22. 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 23. 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 24. SERVICES NOT PROVIDED FOR.** No claim for services furnished by the CONTRACTOR not specifically provided for herein shall be honored by the COUNTY.

**SECTION 25. 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 26. 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 27. 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 Dept.  
500 W. Lake Mary Blvd.  
Sanford, FL 32773

**For CONTRACTOR:**

Ace Flow Control  
953 Norfolk Court  
Longwood, FL 32750

**SECTION 28. 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.

*Frank A. Marconi*  
Witness  
FRANK A. MARCONI  
Print Name

*Theodor Humbert*  
Witness  
Theodor Humbert  
Print Name

ACE FLOW CONTROL

By: *Nils Humbert*  
NILS HUMBERG, President

Date: 8-18-2006

SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
Witness

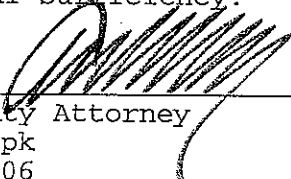
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

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

AC/lpk  
8/7/06  
rfp-600062

By: \_\_\_\_\_  
BETSY COHEN, Purchasing Supervisor

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

As authorized by Section 330.3,  
Seminole County Administrative  
Code.

*BCC - 9/12/06*

Attachments:

- Exhibit "A"- Scope of Services
- Exhibit "B"- Sample Purchase Order

## **Section 1 – General Description of Services**

Seminole County is seeking a qualified Contractor to survey residential customers for the presence of irrigation systems and backflow prevention assemblies (BFPAs). The Contractor will provide the customer and the County with a report of the survey, which will include all necessary compliance issues with Cross Connection Control (CCC) requirements. The Contractor will also be prepared, if requested, to test, repair, or install residential irrigation BFPAs and commercial BFPAs. The survey process and testing/repair/installation of BFPAs may be done concurrently. The Contractor will be responsible for compiling data electronically and submitting all data to the County.

The Contractor will be responsible for testing and repairing the BFPAs within the Environmental Services Department at locations throughout the County.

### **History:**

Seminole County currently has approximately 45,000 residential and commercial customers. Any customer that has an irrigation system is required by Florida State Statute to have a backflow prevention assembly on the irrigation system and that BFPAs must be tested and certified every year. The County is seeking a qualified company to perform the initial surveys of each account to determine if the account has an irrigation system, and if so, to require them comply with the statutory requirements.

### **Phase One – Surveying:**

The Contractor must initially send a letter/notice to the customers. The notification must be on County's letterhead and must inform them of the work to be done. The Contractor must survey residential customers to determine the presence/absence of irrigation systems and associated irrigation BFPAs. Surveying must include a report to the customers and to the County and must include any and all necessary action needed by the customers to come into compliance with the CCC program. The County expects the Contractor to accomplish approximately 20,000 surveys per year until all existing customers have been surveyed. After the initial surveys are completed, the Contractor will survey all new connections as required.

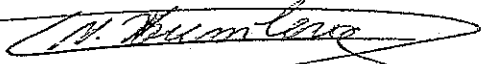
### **Phase Two – BFP Testing:**

The Contractor must initially send an additional letter/notice to the customers on an annual basis. The additional notification must be on County's letterhead and must inform of the required testing and at the customer's request, the availability of the use of the County's Contractor and costs associated with the work. The Contractor must only provide testing and repair services if the customer requests it. The Contractor will notify the customer that the repairs of and the installation of BFPAs will be at contract cost but it will be billed directly to the customer. The customer(s) may contract with their own Contractor, but must coordinate the testing report with the County's Contractor. The Contractor must track the customer's compliance with the Statute, and sent out second notification letters after 30 days of no response. If after 60 days there has been no response from a customer identified with a BFPAs, the Contractor will send a list to the County and the County will seek enforcement action. The County has the right to require a customer to have the County's Contractor to perform the BFPAs testing and repair services on the account and the customer will be billed accordingly through the County's billing system.

***Mandatory Requirements:***

- The Contractor must have an adequate number of backflow testers who are certified by a State approved program such as Training, Research & Education for Environmental Occupations (University of Florida) (TREEO), Florida Water & Pollution Control Operator's Association (FWPCOA), or other recognized certification programs.
- The Contractor must be able to test approximately 15,000 residential BFPAs per year.
- The Contractor must be able to repair BFPAs if needed.
- The Contractor must have an occupational license.
- The Contractor must have the capability of electronically storing test data and transferring the data to the County, which must be compatible with Tokay software. Information about Tokay software is included as part of the solicitation.



<b>SUBMIT PROPOSALS TO:</b> Seminole County 1101 E. 1st Street, Room 3208 Sanford, Florida 32771  <b>Attn.: PURCHASING DIVISION</b>	<b>REQUEST FOR PROPOSALS</b>  and Proposer Acknowledgment
Contact: Betsy J Cohen, CPPB Purchasing Supervisor 407-665-7112 bcohen@seminolecountyfl.gov	<b>RFP-600062-06/BJC</b> <b>Term Contract for Residential and Commercial Backflow Prevention Control Program</b>
Proposal Due Date: <b>July 26, 2006</b> Proposal Due Time: <b>2:00 PM EST</b>	<b>Location of Public Opening:</b>  County Services Building, Room #3208 1101 E. 1st Street, Sanford, Florida 32771
Proposer Name: <i>ACE FLOW CONTROL</i>	Federal Employer ID Number or SS Number:
Mailing Address: <i>953 NORFOLK CT</i>	If returning as a "No Submittal", state reason (if so, return only this page):
City, State, Zip: <i>LONGWOOD, FL 32750</i>	
Type of Entity: (Circle one)  <input checked="" type="radio"/> Corporation Partnership <input type="radio"/> Proprietorship Joint Venture	X  Authorized Signature (Manual)
Incorporated in the State of: <i>FL</i>	
Telephone Number: <i>407-399-9010</i>	Typed Name: <i>NILS HUMBERG</i>
Toll Free Telephone Number: (800)	Title: <i>PRESIDENT</i>
Fax Number: <i>775-878-0509</i>	Date: <i>7-19-2006</i>

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL**

The Proposer is expected to completely analyze the information contained in this Request for Proposals as guidance for the preparation of the proposal. The Proposer's submittal shall be sufficiently specific, detailed, and complete to clearly and fully demonstrate the Proposer's understanding of the proposed work requirements and display a logical plan to accomplish the tasks of the contract.

953 Norfolk Court  
Longwood, FL 32750  
Phone (407) 399-9010  
Fax (775) 878-0509  
Email thumb@aceflowcontrol.com

...

# ACE Flow Control

August 1, 2006

Seminole County  
Purchasing Division  
Attn.: Betsy J Cohen  
1101 East 1<sup>st</sup> Street  
Sanford, Florida 32771

RFP-600062-06/BJC Term Contract for Residential and Commercial Backflow Prevention Program

Dear Mrs. Cohen:

We are quite embarrassed that we have overlooked the amount for "administrative costs only" for BEPA tests by other testers. The omission has occurred during the transcript from our worksheets into the final documents that we have submitted to the county.

Our costs for this item are \$7.55 per test report by these testers.

Sincerely,

Theodor Humberg  
Project Manager

Phone (407) 399-9010  
Fax (775) 878-0509  
Email thumb@aceflowcontrol.com

.....

**Section 5  
Price Proposal**

**PROJECT: TERM CONTRACT FOR RESIDENTIAL AND COMMERCIAL BACKFLOW PREVENTION CONTROL PROGRAM - RFP-600062-06/BJC**

Name of Proposer: ACE Flow Control

Mailing Address: 953 Norfolk Court

Street Address: 953 Norfolk Court

City/State/Zip: Longwood, FL, 32750

Phone Number: (407) 399-9010

FAX Number: (775) 878-0509

Pursuant to and in compliance with the Request for Proposals, Instructions to Proposers, and the other documents relating thereto, the undersigned Proposer, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the places where the Work is to be done, hereby proposes and agrees to perform the Work and complete in a workmanlike manner, all of the Work required in connection with the required services, all in strict conformity Contract Documents, including Addenda Nos. #1 through #2, on file at the Purchasing Division for the amount hereinafter set forth.

The undersigned, as Proposer, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm or corporation; and he proposes and agrees, if the proposal is accepted, that he/she will execute an Agreement with the COUNTY in the form set forth in the Contract Documents; that he/she will furnish Insurance Certificates, that he is aware that failure to properly comply with the requirements set out in the "Instructions to Proposers" and elsewhere in the Contract Documents may result in a finding that the Proposer is non-responsive.

**PRICE SCHEDULE:**

**PHASE I - SURVEYING:**

\$ 16.50 Fixed Fee cost per survey per customer.

The cost must include all administrative expenses associated with Phase One -- Surveying as indicated in the RFP documents.

**PHASE II (A) - ADMINISTRATIVE COST IF NO TESTING OR REPAIR IS CONDUCTED BY THE COUNTY'S CONTRACTOR:**

After the initial Surveying work, the Contractor must identify those customers that have BFPAs and will require annual testing. The Contractor will be responsible for the annual administration of the testing program such initial reminder letters, secondary reminders, tracking the completed BFPA certifications, and providing the data to Seminole County.

\$ \_\_\_\_\_ Fee per customer for administrative cost associated with initial reminder letters, secondary reminders, tracking the completed BFPA certifications, and providing the data to Seminole County if no testing or repair is conducted by the Contractor.

**PHASE II (B) - RESIDENTIAL BFPAS - ALL TESTING AND REPAIRS:**

Types of BFPAs will include double check valve assemblies (DCVA), pressure vacuum breaker (PVB), and reduced pressure zone (RPZ). The Unit Cost per Tests and Repairs must exclude any and all administrative cost associated with Phase One - Surveying and must be inclusive of any and all administrative cost associated with the Annual Testing Program where the County's Contractor does the testing.

<u>Description</u>		<u>Unit Cost per Test</u>	<u>Unit Cost per Repair</u>
			<i>including final test</i>
3/4"	DCVA	\$ <u>21.90</u>	\$ <u>55.50</u>
	PVB	\$ <u>21.90</u>	\$ <u>55.50</u>
	RPZ	\$ <u>21.90</u>	\$ <u>55.50</u>
1"	DCVA	\$ <u>21.90</u>	\$ <u>55.50</u>
	PVB	\$ <u>21.90</u>	\$ <u>55.50</u>
	RPZ	\$ <u>21.90</u>	\$ <u>55.50</u>
1-1/4"	DCVA	\$ <u>21.90</u>	\$ <u>85.50</u>
	PVB	\$ <u>21.90</u>	\$ <u>85.50</u>
	RPZ	\$ <u>21.90</u>	\$ <u>85.50</u>
1-1/2"	DCVA	\$ <u>21.90</u>	\$ <u>85.50</u>
	PVB	\$ <u>21.90</u>	\$ <u>85.50</u>
	RPZ	\$ <u>21.90</u>	\$ <u>85.50</u>

Company Name: ACE Flow Control

**PHASE II (C) – COMMERCIAL BFPAS – TESTING: Commercial BFFA Test for 2" - 10".  
These are commercial and non-Fire Line BFFA.**

Types of BFPAs will include double check valve assemblies (DCVA), pressure vacuum breaker (PVB), and reduced pressure zone (RPZ). The Unit Cost per Tests and Repairs must exclude any and all administrative cost associated with Phase One – Surveying and must be inclusive of any and all administrative cost associated with the Annual Testing Program where the County's Contractor does the testing.

<u>Description</u>		<u>Unit Cost per Test</u>
2"	DCVA	\$ <u>45.00</u>
	PVB	\$ <u>45.00</u>
	RPZ	\$ <u>45.00</u>
3"	DCVA	\$ <u>45.00</u>
	RPZ	\$ <u>45.00</u>
4"	DCVA	\$ <u>45.00</u>
	RPZ	\$ <u>45.00</u>
6"	DCVA	\$ <u>55.00</u>
	RPZ	\$ <u>55.00</u>
8"	DCVA	\$ <u>55.00</u>
	RPZ	\$ <u>55.00</u>
10"	DCVA	\$ <u>65.00</u>
	RPZ	\$ <u>65.00</u>

Repair of the commercial BFPAs will be a cost of parts/materials plus labor rate. Contractor shall present the County with actual invoices from the Suppliers and documentation of the time required for each repair.

Hourly rate to provide labor for repairs services involving the commercial BFPAs. Hourly rates commence upon arrival to site. Reimbursement for travel time and from sites will not be authorized. Hourly rates must be inclusive of all administrative and overhead expenses necessary to provide all required services in accordance with the scope of services for any and all tasks as required in this part of this solicitation.

Straight Time Hourly Rate for repair  
Monday through Friday 8:00 A.M. to 5:00 P.M.

\$ 44.00

Company Name: ACE Flow Control

**PHASE III - INSTALLATION OF BFPA:**

The Contractor may find customers that have irrigation systems and do not have any BFPA device installed. The Contractor proposes to install BFPA as follows:

3/4" -	PVB \$	<u>170.50</u>	each	RPZ	<u>226.00</u>
1" -	PVB \$	<u>181.00</u>	each	RPZ	<u>252.00</u>

IN WITNESS WHEREOF, PROPOSER has hereunto executed this FORM this 25<sup>th</sup> day of July, 2006.

ACE FLOW Control  
(Name of PROPOSER)  
Mrs Humbert  
(Printed name of person signing FORM)

[Signature]  
(Signature of person signing FORM)  
President  
(Title of person signing FORM)