SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: RFP-600587-09/BJC - Term Contract for Irrigation System Evaluation Services

DEPARTMENT: Administrative Services **DIVISION:** Purchasing and Contracts

AUTHORIZED BY: Frank Raymond **CONTACT:** Betsy Cohen **EXT:** 7112

MOTION/RECOMMENDATION:
Award RFP-600587-09/BJC - Term Contract for Irrigation System Evaluation Services to Clear Water Products and Services, Inc., Winter Springs (Term Contract).

County-wide Ray Hooper

BACKGROUND:

RFP-600587-09/BJC - Term Contract for Irrigation System Evaluation Services will provide for irrigation system evaluations, site-specific recommendations, installation, repairs or replacement of automatic shutoff device (ASD), and education on other indoor and outdoor water conservation techniques. The scope of services will include, but are not limited to, preparation and submittal for approval of a Project Management Plan (PMP) describing in detail each activity that will be performed; weekly customer contact report; monthly evaluation and recommendations report; schedule appointments for irrigation evaluations utilizing customer contact information provided by County; make reminder phone calls; provide irrigation evaluation and education services; follow up with each participant within forty-five (45) calendar days; document their adoption of recommended practices; pre and post water usage and financial savings; prepare End of Calendar Year (EOCY) Report; and provide support in educational outreach programs three times per year.

This project was publicly advertised and the County received four (4) responses to the solicitation. The Evaluation Committee which consisted of Ruth Hazard, Environmental Services Department; Debbie Meinert, Environmental Services Department and Gary Rudolph, Environmental Services Department, evaluated the proposals. Consideration was given to price proposal, qualifications and experience of the firms in conducting irrigation audits and evaluation of previous irrigation audit reports. All firms met with the Evaluation Committee and based on the evaluation factors, one of the firms was considered non-responsive due to the fact that the submittal was silent regarding management/methodology, approach and the capability of the firm to provide the educational sessions as required. Staff is recommending Clear Water Products and Services, Inc. as the overall best value solution considering price, qualifications and experience.

Authorization for delivery of services by the Contractor under this Agreement shall be in the form of written Release Orders issued and executed by the County for a fixed fee basis, including any and all reimbursable expenses. The agreement shall take effect on the date of its execution by the County and shall run for a period of one (1) year. At the sole option of the County, the agreement may be renewed for two (2) successive periods not to exceed one (1) year each. The estimated annual usage of this contract is $200,000.00.

STAFF RECOMMENDATION:

Staff recommends that the Board award RFP-600587-09/BJC - Term Contract for Irrigation System Evaluation Services to Clear Water Products and Services, Inc., Winter Springs (Term Contract).

ATTACHMENTS:

1. Agreement
2. Tabulation Sheet
3. Evaluation of Proposals

Additionally Reviewed By:

☑ County Attorney Review (Ann Colby)

TERM CONTRACT FOR IRRIGATION SYSTEM EVALUATION SERVICES (RFP-600587-09/BJC)

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **CLEAR WATER PRODUCTS & SERVICES, INC.**, duly authorized to conduct business in the State of Florida, whose address is P.O. Box 196087, Winter Springs, Florida 32719, hereinafter called "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 "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide irrigation system evaluation services for Seminole County; and

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

WHEREAS, CONTRACTOR is competent and qualified to provide irrigation system evaluation services 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, COUNTY and CONTRACTOR agree as follows:

SECTION 1. SERVICES. COUNTY does hereby retain CONTRACTOR to furnish services as further described in the Scope of Services attached hereto as Exhibit A and made a part hereof. CONTRACTOR shall also be bound by all requirements as contained in the solicitation package and all addenda thereto. Required services shall be specifically enumerated, described, and depicted in the Purchase Orders authorizing specific services. This Agreement standing alone does not authorize services or require COUNTY to place any orders for work.

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall run for a period of one (1) year. At the sole option of COUNTY, this Agreement 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 authorized by the Purchase Order. The first three (3) months of the initial term shall be considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for provision of services by CONTRACTOR under this Agreement shall be in the form of written Purchase Orders issued and executed by COUNTY and signed by CONTRACTOR. A sample Purchase Order is attached hereto as Exhibit B. Each Purchase Order shall describe the services required and shall state the dates for performance of services and establish the amount and method of payment. The Purchase Orders will be issued under and shall incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that CONTRACTOR will perform any Purchase Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

SECTION 4. TIME FOR COMPLETION. The services to be provided by CONTRACTOR shall be performed, as specified in such Purchase Orders as may be issued hereunder, within the time specified therein.

SECTION 5. COMPENSATION. COUNTY agrees to compensate 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 CONTRACTOR pursuant to this Agreement, including reimbursable expenses, shall not exceed the annual amount budgeted by COUNTY for irrigation system evaluation services.

SECTION 6. PAYMENT AND BILLING.

(a) CONTRACTOR shall supply all services required by the Purchase Order, but in no event shall 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, CONTRACTOR may invoice the amount due based on the percentage of total Purchase Order services actually provided, 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 COUNTY to CONTRACTOR when requested as services are furnished but not more than once monthly. Each Purchase Order shall be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any services provided, the cost of the services therein, the name and address of CONTRACTOR, Purchase Order Number, Contract Number, and any 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) copies of the invoice shall be sent to:

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 CONTRACTOR.

SECTION 7. GENERAL TERMS OF PAYMENT AND BILLING.

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

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to CONTRACTOR and COUNTY subsequent to the close of the final fiscal period in which the last services are provided. Total compensation to 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 CONTRACTOR. Conduct of this audit shall not delay final payment as provided by subsection (a) of this Section.

(c) CONTRACTOR agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such services available at 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 COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

SECTION 8. RESPONSIBILITIES OF CONTRACTOR. Neither 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 or of any cause of action arising out of the performance of this Agreement. CONTRACTOR shall be and always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the services furnished under this Agreement.

SECTION 9. TERMINATION.

(a) COUNTY may, by written notice to CONTRACTOR terminate this Agreement or any Purchase Order issued hereunder, in whole or in part, at any time, either for COUNTY'S convenience or because of the failure of CONTRACTOR to fulfill its Agreement obligations. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and services of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR shall be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its Agreement obligations, COUNTY may take over the work and

prosecute the same to completion by other Agreements or otherwise. In such case, CONTRACTOR shall be liable to COUNTY for all reasonable additional costs occasioned to COUNTY thereby. CONTRACTOR shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR; provided, however, that 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 COUNTY in 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 CONTRACTOR.

(d) If after notice of termination for failure to fulfill its Agreement obligations it is determined that CONTRACTOR had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of 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 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, this Agreement shall prevail.

SECTION 11. EQUAL OPPORTUNITY EMPLOYMENT. 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. CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for 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 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, 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) 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 COUNTY.

(b) 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, 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 CONTRACTOR, during the course of the work under this Agreement, requires the services of subcontractors or other professional associates in connection with services covered by this Agreement, CONTRACTOR must first secure the prior express written approval of 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. CONTRACTOR agrees to hold harmless and indemnify COUNTY and 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 CONTRACTOR.

SECTION 17. INSURANCE.

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

(1) Prior to commencement of work pursuant to this Agreement, CONTRACTOR shall furnish 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). COUNTY and its officials, officers, and employees shall be named additional insured under the Commercial General Liability Policy. The Certificate of Insurance shall provide that 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 CONTRACTOR, CONTRACTOR shall provide 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, CONTRACTOR will at the option of 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 COUNTY, CONTRACTOR shall, within thirty (30) days after receipt of the request, provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by COUNTY nor failure to disapprove the insurance furnished by CONTRACTOR shall relieve CONTRACTOR of its 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 624.4621, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 624.4621, 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: (i) lose its Certificate of Authority, (ii) no longer comply with Section 624.4621, Florida Statutes, or (iii) fail to maintain the requisite Best's Rating and Financial Size Category, CONTRACTOR shall, as soon as CONTRACTOR has knowledge of any such circumstance, immediately notify 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 CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to COUNTY CONTRACTOR shall be deemed to be in default of this Agreement.

(c) SPECIFICATIONS. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall, at its 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 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) CONTRACTOR's insurance shall cover 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. 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 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) CONTRACTOR's insurance shall cover 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 CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

	LIMITS
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) CONTRACTOR'S insurance shall cover 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 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, 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 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:

	LIMITS
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 COUNTY or COUNTY'S officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of 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 CONTRACTOR, its employees, or its agents of liability from any obligation under a Section or any other portions of this Agreement. It shall also be the responsibility of 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. 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 dispute resolution procedures prior to filing suit or

otherwise pursuing legal remedies. COUNTY dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement within the dispute resolution procedures set forth in Section 8.1539, "Contract Claims," Seminole County Administrative Code.

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

(c) In the event that COUNTY dispute resolution 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 COUNTY AND CONTRACTOR.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. COUNTY, upon request by CONTRACTOR, will designate and advise CONTRACTOR in writing of one 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 COUNTY'S policy and decisions pertinent to the work covered by this Agreement.

(b) CONTRACTOR shall at all times during the normal work week designate or appoint one or more representatives who are authorized to act on behalf of and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep 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 CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose, or in any manner, whatsoever. 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 CONTRACTOR in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment com-

pensation, civil service, or other employee rights or privileges granted to COUNTY'S officers and employees either by operation of law or by COUNTY.

SECTION 24. SERVICES NOT PROVIDED FOR. No claim for services furnished by CONTRACTOR not specifically provided for herein shall be honored by 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 services 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, 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 COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to 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, return receipt requested, addressed to the party for whom it is intended at the place last specified. 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 Boulevard
Sanford, FL 32773

For CONTRACTOR:

Clear Water Products & Services, Inc.
P.O. Box 196087
Winter Springs, FL 32719

SECTION 28. RIGHTS AT LAW RETAINED. The rights and remedies of COUNTY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

(Signature Page Follows)

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

ATTEST:

CLEAR WATER PRODUCTS & SERVICES, INC.

_____
, Secretary

By:_____
JUDITH BENSON, 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:_____
BOB DALLARI, Chairman

Date:_____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

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

_____
County Attorney

AEC/lpk/sjs
1/13/09, 4/3/09
P:\Users\Legal Secretary CSB\Purchasing 2009\Agreements\RFP-600587.doc

Attachments:
Exhibit A - Scope of Services and Fee Schedule
Exhibit B - Sample Purchase Order

Exhibit A
Scope of Services

Contractor shall provide an irrigation system evaluation, site-specific recommendations, install, repair or replace automatic shutoff device (ASD, if an operable device is not present), and education on other indoor and outdoor water conservation techniques--all at no cost to the customer. The contractor shall provide the following services:

1. Prepare and submit for approval a Project Management Plan (PMP) describing in detail each activity that will be performed, consistent with this Scope. The PMP shall also include:
    - A draft of the checklist to be used by evaluator. At a minimum checklist shall include:
        - Broken water lines
        - Leaking or damaged sprinkler heads
        - Matched precipitation rates of irrigation heads
        - Proper head spacing
        - Operating pressure
        - Shrub or turf interference
        - Alignment of sprinkler heads
        - Mix of rotor and spray heads in each zone
        - Watering turf separate from plant beds
        - Type of controller and physical limitation of modifying control times
        - Irrigation time of each zone
        - Irrigation frequency for each zone
        - Backflow prevention devices
        - Determine if rain sensor is present
        - Approximate size of lot
        - Household population

    - A draft of weekly customer contact report. At a minimum report shall include:
        - Name, address and phone number of each customer provided by County to be contacted for scheduling of an irrigation evaluation.
        - Date and time of each attempt to contact customer.
        - Date and time of scheduled appointment.
        - Date and time of reminder phone call.
        - Reason stated for all customer contacts which decline evaluation.
        - Name, address, phone number, date and time of each completed evaluation.

    - A draft of the monthly evaluation and recommendations report. At a minimum report shall include:
        - Name, address, phone number, date and time of each completed evaluation.
        - Existing irrigation system components, settings, and other relevant information
        - Recommendation(s) to improve the efficiency of the irrigation system
        - Recommended run time and irrigation frequency for each zone.
        - The amount of water the system currently utilizes (listed in gallons per cycle).
        - Estimated water saving or increase (listed in gallons per cycle) when

changes are implemented.

- Water saving listed as percentage.
- Recommended landscape modifications which will encourage water savings.
- List of follow-ups performed, with indication as to the extent that recommendations were adopted, and pre- and post-evaluation monthly water usage, and financial savings.
- Description of other significant activities performed during the month (e.g. presentations)
- Proposed manufacturer name, model number and cost of ASD that will be installed.

2. Schedule appointments for irrigation evaluations utilizing customer contact information provided by County and make reminder phone calls. Realizing customer base typically has a Monday thru Friday, 8:00am to 5:00pm work schedule, Contractor must have scheduling flexibility to call and conduct evaluations outside of these hours to meet the needs of customers as the situation dictates.

3. Provide irrigation evaluation and education services which shall address but not be limited to the following:
   - Broken water lines
   - Leaking or damaged sprinkler heads
   - Matched precipitation rates of irrigation heads
   - Proper head spacing
   - Operating pressure
   - Shrub or turf interference
   - Alignment of sprinkler heads
   - Mix of rotor and spray heads in each zone
   - Watering turf separate from plant beds
   - Type of controller and physical limitation of modifying control times
   - Controller configured to operate within established watering restrictions.
   - Irrigation time of each zone
   - Irrigation frequency for each zone
   - Backflow prevention devices
   - Determine if rain sensor is present
   - Approximate size of lot
   - Household population
   - ASD, install new ASD where an operable device is not present.
   - Provide information on other conservation practices, including but not limited to Florida-friendly landscaping and indoor water conservation.

4. Follow up with each participant within forty-five (45) calendar days and document their adoption of recommended practices and pre-and post water usage and financial savings. At least 66% percent of follow-ups shall be on-site appointments with participant to assess that changes made were in accordance with recommendation(s). Onsite follow-ups shall consist of a walk-through to determine which if any retrofits have been made as the result of the original evaluations, recheck controller, and recheck rain sensor. Report to follow.

5. Prepare End of Calendar Year (EOCY) Report. Report shall be due at the end of the

second week of February of each calendar year. The report shall include at a minimum:

- Introduction and project overview
- Narrative summary of findings regarding efficiency characteristics of existing irrigation systems, pre and post water usage, and financial savings
- Participant listing with all corresponding data entered and used by Contractor*
- Pre- and post-evaluation water usage*
- Financial savings*
- Estimated Gallons saved-annually
- Narrative discussion of participant rate of adoption of Contractor recommendations, with explanation of possible reasons why recommendations are not being adopted.
- Narrative discussion of recommendations for improvements for future program efforts
- Electronic copies of all evaluation summary and recommendations & monthly progress reports (on a separate CD)
- Three (3) hard copies and one digital copy (County preference) of the EOCY Report shall be provided

*These and other numerical-based data shall be summarized in the written report, as well as provided in full detail separately on a CD in Excel spreadsheet format.

6. Contractor, at own expense, shall support County in educational outreach programs three times per year. Educational outreach support shall consist of presentations and/or specialty event participation. Presentation shall be a minimum of two (2) hours up to four (4) hours. Additional support will be based on fee schedule.

7. Contractor to provide consultation services upon request for a nominal fee to be listed in response.

General

1. All data, forms, and reports shall become the property of Seminole County to be used for but not limited to, statistical analysis, governmental reporting, trade journal publication, and educational outreach, as an example.
2. All data, forms and reports are to be submitted in electronic form.
   - Checklist is to be in PDF format
   - Weekly customer contact report to be in Excel format. Report is due each Friday, no later than 4:00pm.
   - Monthly evaluation and recommendation report to be in Excel format. Report is due on the last workday of each month, no later than 4:00pm.
   - All forms and reports are subject to County approval. County Contract Administrator may request additional reports and change reporting format upon reasonable notification. Contractor shall have computer software that is compatible with County software (Microsoft Office 2007 Access/Excel/Word/PowerPoint, Adobe Acrobat 7.0).
3. Contractor shall provide support and assistance to County personnel when County attends any irrigation evaluation. County personnel may attend any irrigation evaluations as determined by Utility Manager or Program Manager.

4. Contractor shall establish and maintain a reasonable accounting system, following generally accepted accounting principles (GAAP), consisting of financial statements (balance sheet, income sheet, and statement of cash flows), which enables ready identification of contractor's cost of goods and use of funds. The Contractor shall allow the County, or its authorized agent, access to such books, records, financial operations, and documents of the contractor or its subcontractors as are related to all services provided under this agreement. Such records shall be available at the Contractor's place of business at all reasonable times during this agreement and as indicated in the agreement.
5. Contractor shall maintain, at its own expense, an office within the geographic area of Seminole County where service inquiries can be received or, in the alternative, a toll-free telephone access for customers residing within service area.
6. Contractor shall maintain, at its own cost, sufficient inventory of ASD's to meet program expectations.
7. Contractor shall display a Seminole County Contractor sign, supplied by the County, on vehicles during residential irrigation evaluations. Contractor shall be responsible to ensure the return of this item upon end of agreement.
8. Contractor with County approval may initiate calls, letters etc. to county customers in an effort to provide irrigation evaluations.

Personnel:

Personnel Requirements – The Contractor shall furnish supervisory, administrative and trained personnel to accomplish all work required. The Contractor shall provide only personnel who are legally entitled to work in the United States to accomplish work and services specified herein. The Contractor employees performing the services shall have specialized training, prior work experience or demonstrated skills required to fulfill the specific contract requirements.

Prohibition against hiring off-duty County employees – The Contractor shall not hire off-duty nor utilize under contract any person whose employment under the contract will, or appear to, result in a conflict of interest or violation of the standards of conduct. In instances of doubt, the Contractor shall refer the matter to the County Contract Administrator.

Standards of Conduct for Contractor Personnel – All Contractor personnel or representatives shall obey all regulations in effect during the contract period. The Contractor shall be responsible for maintaining satisfactory standards of employee competency and conduct and for taking disciplinary action against his/her employees as necessary. The County Contract Administrator will require the Contractor to remove from the job site any Contractor employee found under the influence of alcohol, drugs, or any other incapacitating agent during the tour of duty. The Contractor shall also remove any employee whose conduct or appearance reflects disgrace or dishonor upon the County. The County reserves the right to require removal from the job site of any employee who endangers persons or property, whose continued employment is inconsistent with the interests of the government security, or whose presence deters the accomplishment of work. Furthermore, the County reserves the right to refuse to permit any Contractor employee to perform services under the contract who is not in compliance with requirements of contract. In such cases, the County Contract Administrator will advise the Contractor of the reason for requesting an employee's removal or withdrawing his/her authorization to be in the job. The removal from the job site of a Contractor employee shall not

relieve the Contractor of the requirement to provide sufficient personnel to perform the work specified in the contract.

Employee Identification – All of the Contractor's personnel shall wear appropriate clothing, including a shirt bearing the Contractor's name, at all times during the performance of services under this agreement. Contractor personnel shall display a Seminole County identification badge, supplied by the County, at all times while performing services under this agreement. Contractor shall be responsible to ensure the return of this item upon termination of employee or end of agreement, whichever occurs first.

Control of Personnel – The County will not exercise any supervision or control over Contractor personnel performing services under the contract. Contractor personnel shall not be placed under the supervision, direction, or evaluation of County personnel, or become an integrated part of the County organization in connection with performance under the contract, nor shall Contractor personnel be used in administration or supervision of County activities.

Personnel Selection – The Contractor shall be responsible for selecting personnel who are well qualified to perform the required services, for supervising techniques used in their work, and for keeping them inform of all improvements, changes, and methods of operation.

Section 5
Price Proposal

PROJECT TITLE: **IRRIGATION SYSTEM EVALUATIONS**

PROJECT NUMBER: **RFP-600587-09/BJC**

Name of Proposer: CLEAR WATER PRODUCTS & SERVICES, INC.

Mailing Address: P O BOX 196087

City/State/Zip: WINTER SPRINGS FL 32719-6087

Phone Number: (407) 302-4455 FAX Number: (407) 302-4422

E-mail Address: JB@CLEARWATERPSI.COM

Project Manager: JUDY BENSON

Telephone Number: 407.302.4455 Mobile: 407.760.7817 Fax: 407.302.4422

E-Mail Address: JB@CLEARWATERPSI.COM

Alternate Contact: CURT BENSON

Telephone Number: 407.302.4455 Mobile: 407.538.6706 Fax: 407.302.4422

E-Mail Address: INFO@CLEARWATERPSI.COM

Pursuant to and in compliance with the RFP and the other documents relating thereto, the undersigned Proposer proposes and agrees to perform the Work in strict conformity Contract Documents, including Addenda Nos. ____ through__, for the amount hereinafter set forth.

The undersigned 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 may result in a finding that the Proposer is non-responsive.

No addenda issued as of February 24, 2009

The fixed hourly rates shall include all costs for work in place, including, but not limited to:

- General Administrative Overhead
- Fringe and benefits
- Profit
- Transportation of material to the project site
- Tools and related items
- Cost associated with company officers and staff

PART I:

A. **SERVICES INCLUDE IRRIGATION SYSTEM EVALUATIONS AND EDUCATION PROGRAM FOR RESIDENTIAL PROPERTIES AS DESCRIBED IN THE SCOPE OF SERVICES.**

Cost per evaluation: $ 269.30

PART II:

SERVICES INCLUDE INSTALLATION, REPAIRS OR REPLACEMENT OF AUTOMATIC RAIN SENSOR FOR WATER CONSERVATION DUE TO IRRIGATION. SERVICES INCLUDE PROPER MOUNTING, WIRING AND ADJUSTMENT OF RAIN SENSORS IN RESIDENTIAL APPLICATIONS AS REQUIRED BY FLORIDA STATUTES 373.62 AND SEMINOLE COUNTY CODE.

A. Service call to install, repair or replace sensor for Irrigation Evaluation costumers. Cost to include service call fee for individual trip when unable to install, repair or replace during evaluation appointments.

$ 85.00 per event

B. Install, repair or replace rain sensor for Irrigation Evaluation costumers during evaluation appointment. Cost to include discounted cost due to installation completed during evaluation appointment. No trip charge. Service call to install, repair or replace sensor for Irrigation Evaluation costumers. Cost to include service call fee for individual trip when unable to install, repair or replace during evaluation appointments.

$ 55.00 per event

Company Name: CLEAR WATER PRODUCTS & SERVICES, INC.

Authorized Signature:

Fixed Hourly Rates

The fixed hourly rates for work in place are to be utilized as required as necessary during the term of the contract. Rates shall not be applied until both parties agree to proposed conditions.

Outreach Education: $__125.00__ per hour

Consulting/Technical: $___76.03__ per hour

Administrative: $___32.43__per hour

NOTE: Educational hourly rate may include multiple employees utilized for the hourly rate noted above. Employee participation is determined by Clear Water PSI.

Indoor Water Audits

Pricing for each audit: $___83.43__

EXHIBIT B

Board of County Commissioners

Seminole County, Florida

PURCHASE ORDER

Page 1

TAX EXEMPTION NUMBERS

FLORIDA SALES: 69-11-033995-53C
FEDERAL SALES/USE: 59-74-0013K

ORDER NUMBER:

NOTE: ALL PACKING SLIPS, INVOICES & CORRESPONDENCE MUST REFERENCE THIS PURCHASE ORDER NUMBER

ORDER TYPE
ORDER DATE
REQ. NUMBER
ANALYST
VENDOR NUMBER

SHIP TO:

COUNTY SERVICES BUILDING
1101 EAST FIRST STREET
SANFORD FL 32771

VENDOR:

FOR INQUIRIES REGARDING THIS ORDER, CONTACT:

FISCAL SERVICES DEPARTMENT - PURCHASING AND CONTRACTS DIVISION
1101 E. 1st STREET - COUNTY SERVICES BLDG. - RM. #3208
SANFORD FLORIDA 32771
PHONE: (407) 665-7116 / FAX: (407) 665-7956

DELIVERY

ITEM	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

REQUESTING DEPT/DIV

TOTAL AMOUNT

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.

SUBMIT ALL INVOICES IN DUPLICATE TO:

CLERK - B.C.C. FINANCE DIVISION
POST OFFICE BOX 8080
SANFORD, FL 32772-0869

Accts. Payable Inquiries - Phone (407) 665-7681

PURCHASING AND CONTRACTS DIVISION -AUTHORIZED SIGNATURE

for: SEMINOLE COUNTY BOARD OF COUNTY COMMISSONERS

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-600587-09/BJC
RFP TITLE: Irrigation System Evaluations
DUE DATE: February 25, 2009 at 2:00 P.M.

	Cato Environmental Services PO Box 951556 Lake Mary, Florida 32795 (407) 402-3762 – Phone (407) 804-0360 – Fax Lara Cato	Clear Water Products & Services PO Box 196087 Winter Springs, FL 32719 (407) 302-4455 – Phone (407) 302-4422 – Fax Judith C. Benson	Dobson's Woods & Water 851 Maguire Road Ocoee, FL 34761 **Non-Responsive** (407) 841-0030 – Phone (407) 843-7546 – Fax Libby Dobson	Masuen Consulting LLC 5079 N Dixie Hwy #323 Oakland Park, FL 33334 (866) 928-1533 – Phone (800) 928-1534 – Fax Mitch Walker
Part I: Irrigation System Evaluations and Education Programs	$95.00 Per Evaluation	$269.30 Per Evaluation	$25.00 Per Evaluation	$515.00 Per Evaluation
Part II - A: Service Call to Install, Repair and Replace Sensor for Irrigation Evaluation (Not during Evaluation Appointments)	$75.00 Per Event	$85.00 Per Event	$100.00 Per Event	$110.00 Per Event
Part II – B: Install, Repair or replace Rain Sensor for Irrigation Evaluation (When completed during Evaluation Appointments)	$55.00 Per Event	$55.00 Per Event	$75.00 Per Event	$75.00 Per Event

Dobson's Woods & Water - Did not meet requirements for Audits and Education portion of the scope of services as required by the County. Proposal did not include management plan, sample of audits and information was required in the RFP documents and necessary to determine qualification of the firm to provide required services.

<u>EVALUATION FACTORS</u>. The following criteria will be used in the evaluation of the proposals:

- **Price proposal (50%)**
- **Qualifications and Experience in conducting irrigation audits (40%)**
- **Examples of Previous Irrigation Audit Reports (10%)**

Status:
Tabulated by Betsy J. Cohen, Procurement Supervisor (Posted 2/25/2009 @ 4:30 PM)
Recommendation of Award: Clear Water Products & Services (Posted 4/01/2009 @ 3:15 P.M.) (revised 4/07/2009 @ 4:05 PM)
BCC for Award: 4/28/2009

RFP-600587-09/BJC - Irrigation System Evaluations

Evaluator	Cato Environmental Services	Clear Water Products & Services	Masuen Consulting LLC
Rudolph, Gary	**68**	**78**	**70**
Hazard, Ruth	**53**	**79**	**70**
Meinert, Debbie	**65**	**83**	**72**

Total Points	**186**	**240**	**212**
Ranking	**3**	**1**	**2**

Dobson's Woods & Water - Did not meet requirements for Audits and Education portion of the scope of services as required by the County. Proposal did not include management plan, sample of audits and information was required in the RFP documents and necessary to determine qualification of the firm to provide required services.

EVALUATION FACTORS. The following criteria will be used in the evaluation proposals:

Price Proposal (50 Points).

Qualifications and Experience in conducting irrigation audits (0 - 40 Points):

- A variety of audit situations and customers;
- Single family homes or small business audits;
- Audits have resulted in water use reduction.
- Demonstration of staffing capability to perform required services and handle workload as indicated in the scope of services.
- Demonstrated experience and readiness to provide recommendations that would change customer's landscaping in ways that resulted in water use reduction.

Examples of previous irrigation audit reports (10 Points):

- Completeness of reports;
- Reports are understandable and geared to the appropriate audience level;
- Reports provide information that expands the customer's understanding of their irrigation system and ability to reduce water use.

Evaluations

RFP-600587-09/BJC - Irrigation System Evaluations

Congratulations on your selection as an Evaluation Team Member!
Your evaluation is key in awarding quality contracts. You must examine each proposal against the evaluation criteria in the solicitation and provide supportive narrative for your selection. Are you willing to evaluate in a fair, comprehensive, and impartial manner?
Are you willing to present a clear picture of the issues considered during the evaluation?
I have read and will comply with the above requirement:
:

Yes

Conflict of Interest Statement – Policies and Procedures address employee and elected official onflicts, ss. 112.313, Fl. Stat.; Seminole County Code; Personnel Policies and Procedures of Seminole County. Conflicts may occur when public officials or employees are in a position to make decisions which affect their private gain or the gain of family members and friends.
County policy encourages the disclosure process to remind officials or mployees of their obligation to put the public interest above personal considerations.
I state that I have considered my obligation to put the public interest above personal interest::

Yes

Instructions: Describe strengths, weaknesses and deficiencies to support your assessment for each of the categories. Read and agreed::

Yes

RESPONSE #1: CATO ENVIRONMENTAL SERVICES, INC.:

Mr Cato has a very competitive price, but is unable to provide the minimum informational needs the County has for evaluating our customer's residential landscapes.

#1: Experience and Qualifications in Condicting Irrigation Audits (0 - to 40 Points):

25

#1: Experience and Qualifications - Remarks:

Mr. Cato indicated he is the only one doing the irrigation evaluations. This could be an issue if we receive multiple requests at the same time which occurs normally in the summer. He does not have all the requested certifications as required per the RFP. He is missing Water Star or Equivalent and Master Gardener Certification or equivalent. Mr. Cato indicated he was not familiar with any indoor water conservation techniques.

#1: Examples of Previous Irrigation Audit Reports (0 to 10 Points):

5

#1: Examples of Previous Irrigation Audit Reports - Remarks:

Mr. Cato's form seems to cover only the mechanical part of the evaluation. Lacking in the hortacultural portion of the evaluation which includes types of turf grasses and shrubbery.

#1: Cost Proposal (0 to 50 Points):

38

#1 Total:

68

RESPONSE #2: CLEAR WATER PRODUCTS & SERVICES, INC.:

#2: Experience and Qualifications in Condicting Irrigation Audits (0 - to 40 Points):

34

#2: Experience and Qualifications - Remarks:

Clearwater provided documentation showing they meet all required qualifications.

#2: Examples of Previous Irrigation Audit Reports (0 to 10 Points):

9

#2: Examples of Previous Irrigation Audit Reports - Remarks:

Clearwater has done audits for the County before and shows clearly that it understands the requriements of our audit program.

#2: Cost Proposal (0 to 50 Points):

35

#2 Total:

78

RESPONSE #3: DOBSON'S WOODS & WATER, INC.:

N/A

#3: Experience and Qualifications in Condicting Irrigation Audits (0 - to 40 Points):

#3: Experience and Qualifications - Remarks:

#3: Examples of Previous Irrigation Audit Reports (0 to 10 Points):

#3: Examples of Previous Irrigation Audit Reports - Remarks:

#3: Cost Proposal (0 to 50 Points):

#3 Total:

0

RESPONSE #4: MASUEN CONSULTING LLC:

Very good

#4: Experience and Qualifications in Condicting Irrigation Audits (0 - to 40 Points):

38

#4: Experience and Qualifications - Remarks:

Masuen's presentation provided insight that the firm is at the top of the water conservation program. Their staff are all highly educated and certified. I would not say they are over qualified but the cost to do business with them is to high for our budget. There was discussion if they would be willing to Best and Final their price. They indicated they would not be able to modify their price.

#4: Examples of Previous Irrigation Audit Reports (0 to 10 Points):

10

#4: Examples of Previous Irrigation Audit Reports - Remarks:

There evaluation reports are very thorough and really are beyond what we are looking for.

#4: Cost Proposal (0 to 50 Points):

22

#4 Total:

70

Created at 3/23/2009 12:02 PM by Rudolph, Gary
Last modified at 3/31/2009 10:43 AM by Rudolph, Gary

Evaluations

RFP-600587-09/BJC - Irrigation System Evaluations

Congratulations on your selection as an Evaluation Team Member!
Your evaluation is key in awarding quality contracts. You must examine each proposal against the evaluation criteria in the solicitation and provide supportive narrative for your selection. Are you willing
to evaluate in a fair, comprehensive, and impartial manner?
Are you willing to present a clear picture of the issues considered during the evaluation?
I have read and will comply with the above requirement:
:

Yes

Conflict of Interest Statement – Policies and Procedures address employee and elected official onflicts, ss. 112.313, Fl. Stat.; Seminole County Code; Personnel Policies and Procedures of Seminole County. Conflicts may occur when public officials or employees are in a position to make decisions
which affect their private gain or the gain of family members and friends.
County policy encourages the disclosure process to remind officials or mployees of their obligation to put the public interest above personal considerations.
I state that I have considered my obligation to put the public interest above personal interest::

Yes

Instructions: Describe strengths, weaknesses and deficiencies to support your assessment for each of the categories. Read and agreed::

Yes

RESPONSE #1: CATO ENVIRONMENTAL SERVICES, INC.:

In the interview, Mr. Cato said he would be the only person from his firm doing the evaluations. This could set the program back if he is not available or if our workload increases like it does in the spring and summer.

#1: Experience and Qualifications in Condicting Irrigation Audits (0 - to 40 Points):

10

#1: Experience and Qualifications - Remarks:

Does not meet requirements of bid package. Is not certified for Water Star and no one in the firm is a Master Gardener or equivalent.

#1: Examples of Previous Irrigation Audit Reports (0 to 10 Points):

3

#1: Examples of Previous Irrigation Audit Reports - Remarks:

Does not calculate gallons used so there is no way to track savings in the future. Does not identify types of plantings or grass.

#1: Cost Proposal (0 to 50 Points):

40

#1 Total:

53

RESPONSE #2: CLEAR WATER PRODUCTS & SERVICES, INC.:

#2: Experience and Qualifications in Condicting Irrigation Audits (0 - to 40 Points):

39

#2: Experience and Qualifications - Remarks:

Clearwater meets or exceeds all requirements of the scope. Employees are familiar with the requirements and they have sufficient staff to work through the heavier demands in the spring and summer.

#2: Examples of Previous Irrigation Audit Reports (0 to 10 Points):

10

#2: Examples of Previous Irrigation Audit Reports - Remarks:

The evaluation report is clear, easy to read and has all the pertinent data needed to track usage.

#2: Cost Proposal (0 to 50 Points):

30

#2 Total:

79

RESPONSE #3: DOBSON'S WOODS & WATER, INC.:

disqualified

#3: Experience and Qualifications in Condicting Irrigation Audits (0 - to 40 Points):

0

#3: Experience and Qualifications - Remarks:

#3: Examples of Previous Irrigation Audit Reports (0 to 10 Points):

0

#3: Examples of Previous Irrigation Audit Reports - Remarks:

#3: Cost Proposal (0 to 50 Points):

0

#3 Total:

0

RESPONSE #4: MASUEN CONSULTING LLC:

overall experience very good, cost is not feasible.

#4: Experience and Qualifications in Condicting Irrigation Audits (0 - to 40 Points):

40

#4: Experience and Qualifications - Remarks:

Highly qualified staff with a detail to water conservation rewuirements. Meets all requirements in scope.

#4: Examples of Previous Irrigation Audit Reports (0 to 10 Points):

5

#4: Examples of Previous Irrigation Audit Reports - Remarks:

The report is hard to read because of the formatting. More like a thesis than a clearly laid our report. Although their report covers all aspects of the evaluation, finding the needed information is difficult.

#4: Cost Proposal (0 to 50 Points):

25

#4 Total:

70

Created at 3/31/2009 8:29 AM by Hazard, Ruth
Last modified at 3/31/2009 8:29 AM by Hazard, Ruth

Evaluations

RFP-600587-09/BJC - Irrigation System Evaluations

Congratulations on your selection as an Evaluation Team Member!
Your evaluation is key in awarding quality contracts. You must examine each proposal against the evaluation criteria in the solicitation and provide supportive narrative for your selection. Are you willing
to evaluate in a fair, comprehensive, and impartial manner?
Are you willing to present a clear picture of the issues considered during the evaluation?
I have read and will comply with the above requirement:
:

Yes

Conflict of Interest Statement – Policies and Procedures address employee and elected official onflicts, ss. 112.313, Fl. Stat.; Seminole County Code; Personnel Policies and Procedures of Seminole County. Conflicts may occur when public officials or employees are in a position to make decisions
which affect their private gain or the gain of family members and friends.
County policy encourages the disclosure process to remind officials or mployees of their obligation to put the public interest above personal considerations.
I state that I have considered my obligation to put the public interest above personal interest::

Yes

Instructions: Describe strengths, weaknesses and deficiencies to support your assessment for each of the categories. Read and agreed::

Yes

RESPONSE #1: CATO ENVIRONMENTAL SERVICES, INC.:

HE STATED HE WILL BE THE ONLY ONE SLATED TO DO THE EVALUATIONS THAT HAVE SOME OF THE EXPERIENCE, AT TIMES OF THE YEAR WE ARE SENDING NUMEROUS CUSTOMERS REQUEST FOR IRRIGATION EVAL. ALTHOUGH CATO'S PRICING IS LOW IT LACKS QUALIFICATIONS & CERTIFICATIONS.

#1: Experience and Qualifications in Condicting Irrigation Audits (0 - to 40 Points):

15

#1: Experience and Qualifications - Remarks:

MR. CATO STATED HE DID NOT HAVE ANY INSIDE WATER CONSERVATION KNOWLEDGE OR EXPERIENCE. NO ONE IN HIS COMPANY HAS A WATER STAR CERTIFICATION WHICH WAS IN THE SCOPE OF SERVICE. NO ONE IN HIS COMPANY IS A MASTER GARDENER.

#1: Examples of Previous Irrigation Audit Reports (0 to 10 Points):

5

#1: Examples of Previous Irrigation Audit Reports - Remarks:

THE FORM SUBMITTED IN CATO'S PACKAGE LACKED KEY INFORMATION IN PERFORMING A WATER CONSERVATIN IRRIGATION EVALUATION (I.E. SHRUBS & OTHER PLANT MATERIALS MIXED WITH TURF GRASS). THEIR FORM DOESN'T GIVE GALLONS OF WATER SAVED IF REFOMMENDATIONS ARE FOLLOWED. DID NOT GIVE PROCESS FOR FOLLOW UPS.

#1: Cost Proposal (0 to 50 Points):

45

#1 Total:

65

RESPONSE #2: CLEAR WATER PRODUCTS & SERVICES, INC.:

CLEARWATER HAS A COMPLETE & CLEAR UNDERSTANDING OF THE TASK AT HAND THAT NEEDS TO BE PERFORMED SINCE THEY HAVE DONE THIS TYPE OF WORK BEFORE AS SHOWN IN THEIR BID PACKAGE. THEY HAVE ALSO PERFORMED OTHER IRRIGATION EVALUATIONS WITH WATER CONSERVING

#2: Experience and Qualifications in Condicting Irrigation Audits (0 - to 40 Points):

39

#2: Experience and Qualifications - Remarks:

CLEAR WATER HAS PRODUCED ALL REQUIREMENTS & CERTIFICATIONS NEEDED TO PREPARE THE IRR. EVALS. (MASTER GARDENER, WATER STAR, IRRIGATION AUDITOR CERTIFIED).

#2: Examples of Previous Irrigation Audit Reports (0 to 10 Points):

10

#2: Examples of Previous Irrigation Audit Reports - Remarks:

THEIR EVAL FORMS ARE EASY TO READ & UNDERSTAND WHICH IS GOOD BECAUSE A COPY OF THIS FORM IS GIVEN TO THE CUSTOMER. THE GALLONS SAVED PER THE RECOMMENDED SETTINGS ARE SPECIFICALLY CALLED OUT AND THEY CONCENTRATE ON WATER CONSERVERATION USING THEIR EXPERIENCE IN PERFORMING THIS TYPE OF EVALUATION PREVIOUSLY.

#2: Cost Proposal (0 to 50 Points):

34

#2 Total:

83

RESPONSE #3: DOBSON'S WOODS & WATER, INC.:

NA

#3: Experience and Qualifications in Condicting Irrigation Audits (0 - to 40 Points):

#3: Experience and Qualifications - Remarks:

#3: Examples of Previous Irrigation Audit Reports (0 to 10 Points):

#3: Examples of Previous Irrigation Audit Reports - Remarks:

#3: Cost Proposal (0 to 50 Points):

#3 Total:

0

RESPONSE #4: MASUEN CONSULTING LLC:

Masuen is very capable of providing the irrigation evaluations and has all the necessary credentials to provide water conservation information and education to our customers.

#4: Experience and Qualifications in Condicting Irrigation Audits (0 - to 40 Points):

39

#4: Experience and Qualifications - Remarks:

THEIR TEAM OF EMPLOYEES HAVE ALL THE NECESSARY QUALIFICATIONS REQUIRED TO PERFORM THE IRRIGATION EVALUATIONS.

#4: Examples of Previous Irrigation Audit Reports (0 to 10 Points):

8

#4: Examples of Previous Irrigation Audit Reports - Remarks:

VERY DETAILED REPORT WHICH WOULD BE GOOD FOR THE COUNTY BUT TOO DETAILED FOR THE CUSTOMER & FEEL THEY WOULD OVER LOOK KEY INFORMATION IN SUCH A DETAILED REPORT.

#4: Cost Proposal (0 to 50 Points):

25

#4 Total:

72

Created at 3/31/2009 9:26 AM by Meinert, Debbie
Last modified at 3/31/2009 9:26 AM by Meinert, Debbie