
**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Award RFP-600062-06/BJC – Term Contract for Residential and Commercial Backflow Prevention Control Program, to ACE Flow Control, Longwood.

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Steve Howard

CONTACT: Betsy Cohen

EXT: 7112

MOTION/RECOMMENDATION:

Award RFP-600062-06/BJC – Term Contract for Residential and Commercial Backflow Prevention Control Program, to ACE Flow Control, Longwood, and authorize the Chairman to execute the Agreement.

County-wide

Ray Hooper

BACKGROUND:

Staff presented this project to the Board of County Commissioners on 9/12/2006; 10/10/2006; 12/12/2006; 5/22/2007; 6/26/2007, and as the County determines the best backflow prevention program for its citizens, the Board directed staff to request best and final offers from the firms that responded to the solicitation. Based on the information received, it is the Evaluation Committee's recommendation to support the award to ACE Flow Control, Longwood.

The agreement shall take place on the date of 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.

RFP-600062-06/BJC will provide for a qualified company to assist the County in the implementation and progress of its backflow prevention program. At the request of the County the Contractor will include survey/data entry of residential customers for the presence of irrigation systems and backflow prevention assemblies (BFPAs). At the request of the County 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 possibly 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.

STAFF RECOMMENDATION:

Staff recommends the Board award RFP-600062-06/BJC – Term Contract for Residential and Commercial Backflow Prevention Control Program, to ACE Flow Control, Longwood, and authorize the Chairman to execute the Agreement.

ATTACHMENTS:

1. Comparison of Best and Finals Results - RFP-600062-06/BJC
2. Comparison of Original Offer - RFP-600062 - 06/BJC
3. Recommendation of Award
4. Agreement for RFP-600062-06/BJC

Additionally Reviewed By:

County Attorney Review (Ann Colby)

RFP-60062-06/BJC (BAFO)	Aaron's		Ace		Hydro	Orange	
Phase I - Survey - Contractor	\$24.00		\$16.50			\$36.00	
Phase I - Survey - County/Contractor	\$1.00		\$2.90		NO SUBMITTAL		\$20.00
Phase II (A) - Admi Fee	\$10.00		\$7.55			\$30.00	
Phase II (B) - Residential BFPAS	Test	Repair	Test	Repair		Test	Repair
3/4 DCVA	\$29.00	\$65.00	\$21.90	\$55.50		\$45.00	\$55 + Parts
3/4 PVB	\$29.00	\$65.00	\$21.90	\$55.50		\$45.00	\$55 + Parts
3/4 RPZ	\$29.00	\$65.00	\$21.90	\$55.50		\$45.00	\$55 + Parts
1" DCVA	\$29.00	\$65.00	\$21.90	\$55.50		\$45.00	\$55 + Parts
1" PVB	\$29.00	\$65.00	\$21.90	\$55.50		\$45.00	\$55 + Parts
1" RPZ	\$29.00	\$65.00	\$21.90	\$55.50		\$45.00	\$55 + Parts
1-1/4" DCVA	\$29.00	\$65.00	\$21.90	\$85.50		\$45.00	\$55 + Parts
1-1/4" PVB	\$29.00	\$65.00	\$21.90	\$85.50		\$45.00	\$55 + Parts
1-1/4" RPZ	\$29.00	\$65.00	\$21.90	\$85.50		\$45.00	\$55 + Parts
1-1/2" DCVA	\$29.00	\$75.00	\$21.90	\$85.50		\$45.00	\$55 + Parts
1-1/2" PVB	\$29.00	\$75.00	\$21.90	\$85.50		\$45.00	\$55 + Parts
1-1/2" RPZ	\$29.00	\$75.00	\$21.90	\$85.50		\$45.00	\$55 + Parts
Phase II - Commercial BFPAs	Testing		Testing			Testing	
2" DCVA	\$42.00		\$45.00			\$45.00	
2" PVB	\$42.00		\$45.00			\$45.00	
2" RPZ	\$42.00		\$45.00			\$45.00	
3" DCVA	\$42.00		\$45.00			\$45.00	
3" RPZ	\$42.00		\$45.00			\$45.00	
4" DCVA	\$42.00		\$45.00			\$45.00	
4" RPZ	\$42.00		\$45.00			\$45.00	
6" DCVA	\$64.00		\$55.00			\$50.00	
6" RPZ	\$64.00		\$55.00			\$50.00	
8" DCVA	\$64.00		\$55.00			\$50.00	
8" RPZ	\$64.00		\$55.00			\$50.00	
10" DCVA	\$64.00		\$65.00			\$60.00	
10" RPZ	\$64.00		\$65.00			\$60.00	
Hourly Rate for Repairs	\$140.00		\$44.00			\$150.00	
Phase III - Installation of BFPA							
3/4"	\$320.00		\$230.00 (PVB)	\$295.00 (RPZ)		\$320.00	
1"	\$320.00		\$240.00 (PVB)	\$305.00 (RPZ)		\$340.00	
Installation of Dual Checks:							
3/4" Install	\$130 + Device		\$35 + Device	(Appx \$39.00)		\$185.00	
1" Install	\$130 + Device		\$35 + Device	(Appx \$39.00)		\$195.00	
3/4" Module Change every 3 years	\$65 + Parts		\$33.50	Set of Checks		\$65.00	
1" Module Change every 3 years	\$65 + Parts		\$33.50	Included (\$11-\$14)		\$85.00	

RFP-60062-06/BJC	Aaron's		Ace		Hydro		Orange	
Phase I - Survey	\$40.00		\$16.50		\$13.97		\$35.00	
Phase II (A) - Admi Fee	\$10.00		\$7.55		\$1.91		\$30.00	
Phase II (B) - Residential BFPAS	Test	Repair	Test	Repair	Test	Repair	Test	Repair
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	

Cohen, Betsy

From: Rudolph, Gary
Sent: Tuesday, July 03, 2007 6:00 PM
To: Cohen, Betsy
Cc: Cirello, John; Reeves, Chris; Miller, Michael; Hazard, Ruth; Cassaro, John; Templin, Timothy; Westrick, Dennis; Briggs, Bob
Subject: RFP-600062-06/BJC Term Contract for Residential and Commercial Backflow Prevention Control Program

The BAFO was reviewed by the Evaluation Committee and all still recommend Ace to be awarded the contract if approved by the BCC. The agenda item was reviewed and the Evaluation Committee did not feel any changes were needed.

If you need any additional information just let me know.

**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 _____ day of _____, 20____, by and between **NILS HUMBERG ENTERPRISES, LLC** d/b/a **ACE FLOW CONTROL**, duly authorized to conduct business in the State of Florida, whose address is 953 Norfolk Court, Longwood, Florida 32750, 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 surveying and testing for Seminole County's Residential and Commercial Backflow Prevention Control Program; 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 services to 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, 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. 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 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 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 COUNTY may terminate this Agreement at any time, with or without cause, immediately upon written notice to CONTRACTOR.

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for performance 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 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. COUNTY makes no covenant or promise as to the number of available Purchase Orders, nor 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 its best interest to do so. COUNTY will give the Primary Contractor first opportunity to perform all available work. If COUNTY, 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 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. 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 amount budgeted annually by COUNTY for surveying and testing for COUNTY's Residential and Commercial Backflow Prevention Control Program.

SECTION 6. PAYMENT AND BILLING.

(a) CONTRACTOR shall perform  all work and supply all materials 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 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 COUNTY to 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 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) 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 CONTRACTOR.

SECTION 7. GENERAL TERMS OF PAYMENT AND BILLING.

(a) Upon satisfactory completion of work required hereunder and upon acceptance of the work by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement herein 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 work is performed. 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 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 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 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.  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 performance 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 materials 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 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 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, the 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 any 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 the 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 shall, 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 a CONTRACTOR shall relieve CONTRACTOR of its full responsibility for performance of any obligation including its 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: (i) lose its Certificate of Authority, (ii) no longer comply with Section 440.57, Florida Statutes, or (iii) fail to maintain the requisite Best's Rating and Financial Size Category, CONTRACTOR shall, as soon as it 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:

	 <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) 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:

	<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 COUNTY  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 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. 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 COUNTY protest procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during 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 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, shall designate in writing and shall 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 of CONTRACTOR 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) the 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 compensation, 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 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, 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, 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:

Nils Humberg Enterprises, LLC
d/b/a Ace Flow Control
953 Norfolk Court
Longwood, FL 32750

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.

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

 NILS HUMBER ENTERPRISES, LLC
d/b/a ACE FLOW CONTROL

Witness

By: _____
NILS HUMBERG, President

Print Name

Witness

Date: _____

Print Name

(County Signature Page Follows)

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
CARLTON HENLEY, Chairman

Date: _____

For 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

Attachments:

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

AEC:jjr
7/5/07

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Exhibit A – Scope of Services

Contractor will 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.

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:

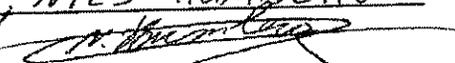
The Contractor must initially send an additional letter/notice to the customers on an annual basis. The additional notification must be on County's letterhead and must inform of the required testing and at the customer's request, the availability of the use of the County's Contractor and costs associated with the work. The Contractor must only provide testing and repair services if the customer requests it. The 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 BFP, 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 BFP testing and repair services on the account and the customer will be billed accordingly through the County's billing system.

Additional requirements as part of the best and final submittal:

1. Provide cost for data entry into the Tokay software program on survey information provided to the contractor. The estimated number of surveys to be done by mail is 35,000 within 1.5 years of contract approval. The data provided will be electronic or paper.
2. Provide cost for the installation of and change out every three years of the Residential Dual Checks that have been approved for use by the Board of County Commissioners. These units may only have to have the internals changed out. We are looking at using the cartridge style in line change out type units. Primarily ¾ inch with the potential for some 1 and 1.5 inch units.

BEST AND FINAL PROPOSAL

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

Name of Proposer: ACE FLOW CONTROL, NILS HUMBERG


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.

\$ 2.90 Fixed Fee cost per survey to Input County provided Data into Tokay program.

Data to include but not be limited to the customers name, address, if irrigation system at property, water source for irrigation, how fertilizer and chemicals applied to yard, pool on premises, type of backflow preventer with data from unit, and other potential information.

PHASE II - 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. This portion of the work is included in Phase I.

<u>Description</u>		<u>Unit Cost per Test</u>	<u>Unit Cost per Repair</u>
¾"	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>

Best & Final - RFP-600062-06/BJC - Residential & Commercial Backflow Prevention Control Program

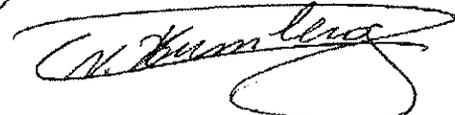
Description	Unit Cost per Test	Unit Cost per Repair
1" DCVA	\$ 21.90	\$ 55.50
PVB	\$ 21.90	\$ 55.50
RPZ	\$ 21.90	\$ 55.50
1-1/4" DCVA	\$ 21.90	\$ 85.50
PVB	\$ 21.90	\$ 85.50
RPZ	\$ 21.90	\$ 85.50
1-1/2" DCVA	\$ 21.90	\$ 85.50
PVB	\$ 21.90	\$ 85.50
RPZ	\$ 21.90	\$ 86.50

PHASE II – COMMERCIAL BFPAS – TESTING: Commercial BFPA Test for 2" - 10".
 These are commercial and non-Fire Line BFPA.

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. This portion of the work is included in Part I.

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

Name of Proposer: ACE FLOW CONTROL, NILS HUMBERG



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

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:

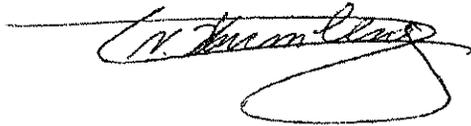
3/4" - \$	<u>230</u>	each	PVB	\$295 each RPZ
1" - \$	<u>240</u>	each	PVB	\$305 each RPZ

The Contractor is being requested to provide cost for installation of Residential Dual Checks on Reclaimed Customers meters. The type units expected to be used are Ford Cartridge Style Dual Check Valve Catalog # HHCH31-323/HHCA31-344 or equivalent. It is estimated that approximately 3,200 units will be needed to be installed over the next 5 years. Additionally the change out of the modules within the units will be required every three years. Please provide cost for the change out of these modules.

3/4" - \$	<u>35.00</u>	install each	device plus approx \$39.00
1" - \$	<u>35.00</u>	install each	device plus approx \$39.00
3/4" - \$	<u>33.50</u>	module change out per unit every three years.	*
1" - \$	<u>33.50</u>	module change out per unit every three years.	*

* set of checks approx \$11.00 - \$14.00 included

Name of Proposer: ACE Flow Control NILS HUMBERG



Addendum to RFP-600062-06/BJC

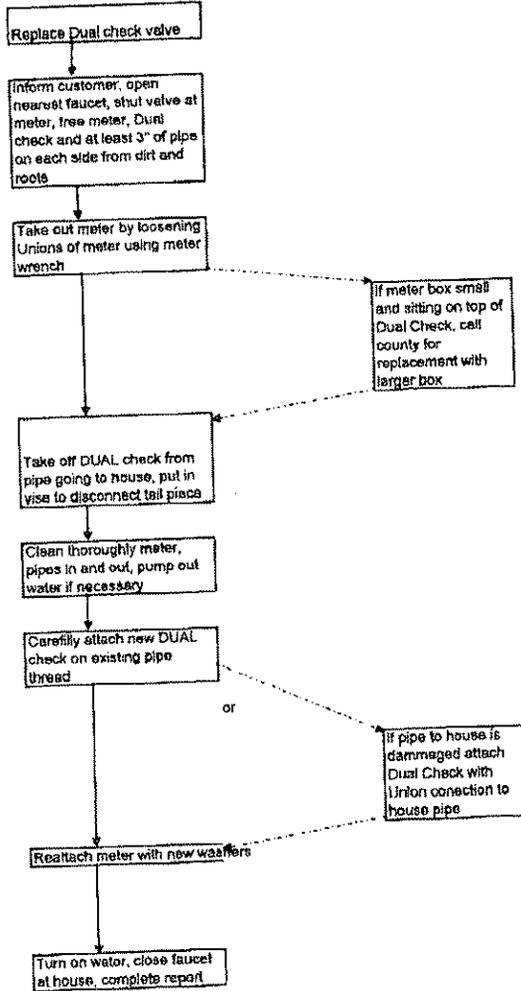
Date 30-May-07

Replace DUAL Check at main meter

Replace Check kit in DUAL Check

DUAL Check type Ford Straight Cascading Dual Check Valves 3/4" or 1"

Proceeding steps

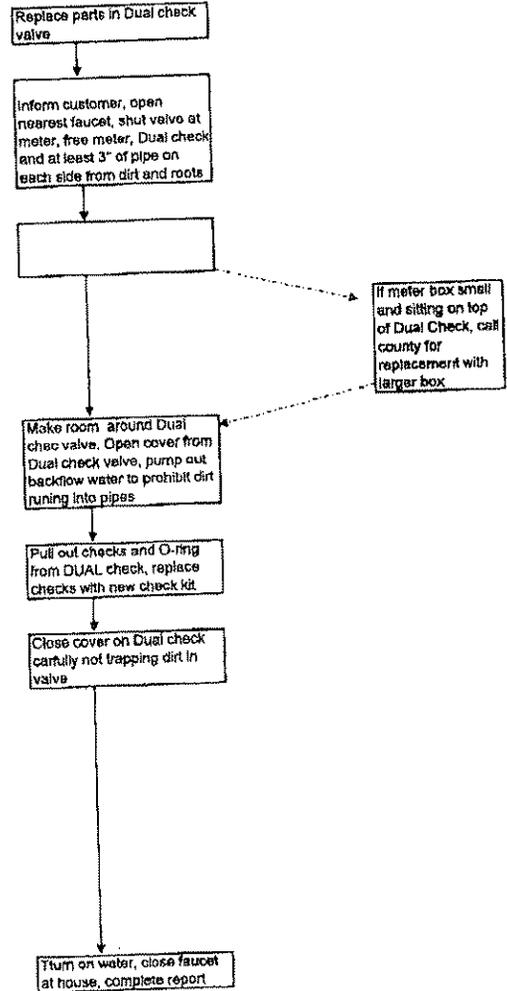


Price for replacement labor, not including moving meter box and not including DUAL Check valve (will delivered by Seminole County to contractor for installation).

\$35.00

Ford straight cascading DUAL check valves HHS31-323/324 delivered by contractor add approx.

\$39.00



Price for replacing Check # 1 and Check # 2 and O-rings (parts included)

\$33.50

Prices are based on being able to do entire neighborhoods at a time to avoid long driving times.

ACE Flow Control
Theodor Humbert
Project manager

EXHIBIT B
Board of County Commissioners
Seminole County, Florida
PURCHASE ORDER

ORDER NUMBER:

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

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

Page 1

S H I P T O

COUNTY SERVICES BUILDING
1101 EAST FIRST STREET
SANFORD FL 32771

ORDER TYPE

ORDER DATE

REQ. NUMBER

ANALYST

VENDOR NUMBER

V E N D O R

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
					

**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 COMMISSIONERS