



**BOARD OF COUNTY COMMISSIONERS
AGENDA MEMORANDUM**

COMMISSION DISTRICT: All

FILE NO.: UTOM18-0135

DATE: 11/6/17

SUBJECT: Award of Bid IFB-JV-17-222 – Benro Enterprises, Inc. DBA Rocha Controls – As Needed Instrumentation and Controls Hardware Maintenance Services – \$81,000.00

THRU: Flip Mellinger, Assistant County Administrator (Public Infrastructure)

FROM: Robert G. Marin, Public Infrastructure, Utilities Operations and Maintenance Director

RECOMMENDED BOARD ACTION:

Approve the award of Bid No. IFB-JV-17-222 to the overall lowest, responsive and responsible bidder, Benro Enterprises, Inc. DBA Rocha Controls for the ongoing as needed instrumentation & controls hardware maintenance services, in an amount of \$81,000.00. Authorize the Chairman to execute the two originals and one copy of the agreement provided and direct the Board Records Division to distribute as set forth under the Distribution section below.

BACKGROUND SUMMARY/ALTERNATIVE ANALYSIS:

On August 3, 2017, at the request of the Utilities Operations & Maintenance Department, the Purchasing Department solicited bids for the ongoing as needed instrumentation & controls hardware maintenance services. The specifications were prepared by the Utilities Operations & Maintenance Department. All provisions of the Purchasing Ordinance have been met.

On August 24, 2017, all bids were received, publicly opened, and read. The results are shown on the attached tabulation sheet. Ninety two vendors received automatic email notices; five of were from Pasco County. Six vendors manually searched for the solicitation and viewed the documents; none were from Pasco County. Two responses were received; none were from Pasco County. A summary of the download history for this solicitation is attached.

If approved, award will begin upon Board of County Commissioners (BCC) approval and continue for three years, under the same terms and conditions as approved by the BCC, unless canceled earlier in accordance with the issued bid documents.

FISCAL IMPACT/COST/REVENUE STATEMENT:

Funding in the amount of \$81,000 is available in the Water and Wastewater Unit Fund, Utilities Operations and Maintenance Department, Wastewater Services Division, Maintenance – Other Equipment, and various other accounts within the Water and Wastewater Fund for Fiscal Year 2018 Budget and will be requested in Fiscal Year 2019 and 2020 budgets, contingent on BCC approval.

DISTRIBUTION:

Board Records Division to distribute as set forth below:

1. Retain one original agreement
2. One copy of the agreement to the Utilities Operations & Maintenance Department, Land O' Lakes.

3. One original agreement mailed to:

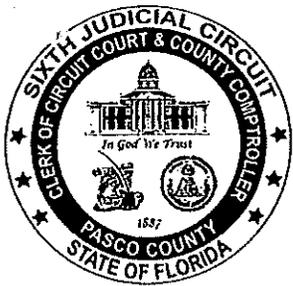
Raymond Rocha, President
Benro Enterprises, Inc. DBA Rocha Controls
5025 West Rio Vista
Tampa, Florida 33702

ATTACHMENT(S):

1. UTOM18-0135- Bid Tabulation
2. UTOM18-0135- Bid Proposal – Benro Enterprises, Inc. DBA Rocha Controls
3. UTOM18-0135- Agreements (Two Originals)
4. UTOM18-0135- Insurance Certificate(s)
5. UTOM18-0135- Summary of Corporate Status – Benro Enterprises, Inc. DBA Rocha Controls
6. UTOM18-0135- Solicitation
7. UTOM18-0135- Download History

cc: Robert J. Sigmond, Public Infrastructure, Administration and Support Services Director
Christine M. Davis, Assistant Purchasing Director
Jennifer Vigo, Purchasing Agent

FM/RGM/tcs/UTOM18-0135 Award of Bid IFB-JV-17-222- Benro Enterprises DBA Rocha Controls – As Needed Instrumentation & Controls Hardware Maintenance Services



Mailing Addresses

38053 Live Oak Avenue
Dade City, FL 33523-3894

P.O. Box 338
New Port Richey, FL 34656-0338

Office Locations

Robert D. Sumner Judicial Center
38053 Live Oak Avenue, Suite 205
Dade City, FL 33523-3894

West Pasco Judicial Center
7530 Little Road, Suite 106
New Port Richey, FL 34654

East Pasco Government Center
14236 Sixth Street, Suite 201
Dade City, FL 33523

West Pasco Government Center
8731 Citizens Drive, Suite 220
New Port Richey, FL 34654

East Pasco Records Center
38319 McDonald Street
Dade City, FL 33525

West Pasco Records Center
Jack Albert Records Retention Center
8902 Government Drive
New Port Richey, FL 34654

Dade City: (352) 521-4542
New Port Richey: (727) 847-8031

www.pascoclerk.com

Excellence...Always

*Office of Paula S. O'Neil
Clerk & Comptroller
Pasco County, Florida*

December 8, 2017

Mr. Raymond Rocha, President
Benro Enterprises, Inc. DBA Rocha Controls
5025 W Rio Vista
Tampa, FL 33702

RE: As-Needed Instrumentation & Controls Hardware Maintenance
Services IFB-JV-17-222
C84 UTOM18-0135

Dear Mr. Rocha:

At the Pasco County Board of County Commissioners meeting of November 28, 2017, the above mentioned agenda item was approved. Attached is a copy of the agreement for your files.

Any exhibits related to this document can be viewed by visiting the Pasco County Website as follows: go to www.pascocountyfl.net, click on "Agendas & Minutes" on the left side of the home page, select the meeting date from the list, click on "Agenda" click on the agenda item number indicated above, and click on the attachment you wish to view.

If you have any questions, please contact the appropriate department or call (352) 521-4274 or (727) 847-2411.

Sincerely,

Katie McCormick
Records Clerk II
Board Records

Enclosure

CONTRACT DOCUMENTS

for

**AS-NEEDED INSTRUMENTATION AND CONTROLS SYSTEMS
HARDWARE MAINTENANCE SERVICES**



OWNER

BOARD OF COUNTY COMMISSIONERS
PASCO COUNTY, FLORIDA

ENGINEER

PASCO COUNTY UTILITIES
ENGINEERING AND CONTRACT MANAGEMENT DEPARTMENT
UTILITIES ADMINISTRATION BUILDING,
19420 CENTRAL BLVD.
LAND O' LAKES, FL 34637

AUGUST 2017

PCU NO. 017-805.08

BID NO. **IFB-JV-17-222**

THIS PAGE LEFT INTENTIONALLY BLANK

AS NEEDED INSTRUMENTATION AND CONTROLS SYSTEMS HARDWARE MAINTENANCE SERVICES

TABLE OF CONTENTS

BIDDING REQUIREMENTS AND CONTRACT TERMS

INVITATION TO BID2
INSTRUCTIONS TO BIDDERS4
 BID QUOTATION4
 BID SUBMITTAL.....6
 AWARD8
CONTRACT CONDITIONS.....10
 CONTRACT TERMS10
 PERFORMANCE OF WORK.....11
 COMPETENCY OF BIDDERS13
 INSURANCE REQUIREMENTS13
 PERIOD OF CONTRACT16
 WORK ORDERS & WORK ORDER PROCEDURES16
 WORK ORDER CLOSEOUT17
 DELETION OR MODIFICATION OF SERVICES.....18
 SUBSTITUTION OF PERSONNEL.....18
 SAFETY.....18
 ENVIRONMENTAL REQUIREMENTS19
 WORK HOURS AND COMPLETION TIME19

PROPOSAL AND BID FORMS

STATEMENT OF NO BID21
PROPOSAL.....22
 BID FORM26
 NON-COLLUSION AFFIDAVIT31
 BIDDER'S EXPERIENCE LIST32
 BIDDER'S KEY PERSONNEL LIST.....33
 DRUG FREE WORKPLACE CERTIFICATION.....34

CONTRACT FORMS

AGREEMENT.....35

SPECIFICATIONS

SECTION 01150 – MEASUREMENT AND PAYMENT45
SECTION 17001 – TECHNICAL SPECIFICATIONS48

EXHIBITS

BIDDING REQUIREMENTS AND CONTRACT TERMS

INVITATION TO BID

Sealed proposals for the **AS-NEEDED INSTRUMENTATION AND CONTROLS HARDWARE MAINTENANCE SERVICES** Contract addressed to the Pasco County Purchasing Department, 8919 Government Drive, New Port Richey, Florida 34654, will be received at the office of Tara Bohnsack, Purchasing Director, Pasco County, until **2:45 p.m.**, local time, on **August 24, 2017** and then will be publicly opened and read. Any bids received after the time and date specified will not be considered.

This services contract consists of providing all labor, equipment, materials and services, etc., necessary for Instrumentation and Controls Systems Hardware Maintenance for the Pasco County Utilities Department. All work shall be performed as described in these Bid Documents and shall be complete, tested, and ready for operation.

A pre-bid meeting will NOT be held. Questions concerning the contract or technical portions of the bid document must be submitted via email to Jennifer Vigo at jvigo@pascocountyfl.net

Insurance coverage is required for this project; please refer to the Contract Conditions.

Each bid shall also be accompanied by a properly completed and executed copy of the "Certification under section 287.087, Florida Statutes, of a Drug-Free Workplace". In case of tie bids, preference will be given to vendors submitting the certification with their bids certifying that they have a drug-free workplace.

In order to perform public work, the successful Bidder shall, as applicable, hold or obtain such Contractor's and Business Licenses as required by State Statutes.

Before a Contract will be awarded for the work contemplated herein, the Owner shall conduct such investigations as are necessary to determine the performance record and ability of the apparent low Bidder to perform the size and type of work specified under this Contract. Upon request, the Bidder shall submit such information as deemed necessary by the Owner to evaluate the Bidder's qualifications.

Bid documents may also be reviewed at the following locations:

Pasco County Purchasing Dept.
8919 Government Drive
New Port Richey, FL 34654

Bid documents are normally available at the following location:
<http://www.pascocountyfl.net/purchasing>.

The Owner is not responsible for expenses incurred prior to the award of the Contract by the Board of County Commissioners.

The right is reserved to reject all bids or any bid not conforming to the intent and purpose of the Contract Documents, and to postpone the award of the Contract for a period of time which, however, shall not extend beyond ninety (90) days from the bid opening date.

Envelope must be identified as follows:

NAME OF ITEM BEING BID: **AS NEEDED INSTRUMENTATION AND CONTROLS
HARDWARE SYSTEMS MAINTENANCE**

BID NO. IFB-JV-17-222

OPENING DATE: AUGUST 24, 2017 @ 2:45 P.M.

Jennifer Vigo
Purchasing Agent

INSTRUCTIONS TO BIDDERS

BID QUOTATION

1. Upon public opening of all bids or proposals presented to Pasco County Purchasing Department as a result of this solicitation, any and all information contained therein is considered public and may be reviewed by any persons interested in doing so.
2. The Owner will have an "Acceptance Period" of 90 days during which Bidder must hold its Bid open. The failure of the bidder to accept an award within ten (10) days after award shall be just cause for cancellation of the award. Award may then be made to the next lowest, responsive, and responsible bidder.
3. Before submitting a bid, each bidder shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the Contract and to verify any representations made by the Owner upon which the bidder will rely. If the bidder receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the bidder from its obligation to comply in every detail with all provisions and requirements of the Contract Documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the Contractor for additional compensation.
4. Bidder must complete the Non-Collusion Affidavit, Bidder's Key Personnel List, and Bidder's Experience List, and Bidder's Experience List attached herewith and submit with its Bid.
5. Bidder must fill in all blank spaces on the included Bid Form in ink. Quotations for services are to be provided on the Bid Form. No changes shall be made in the wording or format of the forms. In case of a discrepancy between Unit Prices and extended totals, Unit Prices shall prevail. No addition or deletion of the terms or conditions included with the bid response shall be evaluated or considered and any and all such revisions shall have no force or effect and are inapplicable to this bid. No submission by the bidder, whether purposely or inadvertently in any transmittal letters, specifications, literature, price lists or warranties may constitute a revision to these Instructions. It is understood and agreed that these Instructions and the Contract Conditions in this bid solicitation are the only conditions applicable to this bid and bidder's authorized signature affixed to the bid response constitutes acknowledgment of this fact. All bids must be signed in ink, in the appropriate blank space provided, in order to be considered. Erasures are not acceptable on bids; if necessary to make a change, strike out or draw a line through incorrect item and type the correction above, and initial the correction in ink. **BIDS MAY NOT BE ALTERED OR AMENDED AFTER THE BID CLOSING.**
6. The bidder **WILL NOT** be allowed to offer more than one (1) price for the services specified. If said bidder should submit more than one (1) price on any item or service, **ALL** prices will be rejected for that item. Bidders offering service delivery methods other than those permitted by the scope of work or specifications may submit a separate envelope clearly marked "Alternative Bid." Alternative bids will be deemed nonresponsive and will not be considered for award. All such responses will, however, be examined prior to award. Such examination may result in cancellation of all bids received to permit rewriting the scope of work or specifications to include the alternative method, or the alternative method may be considered for future requirements of the Owner. Only one Bid from any individual, firm, partnership, or corporation, under the same or different names, shall be considered. Should it appear to the Owner that any Bidder has an interest in more than one Bid for the Work contemplated, all Bids in which such Bidder has an interest shall be rejected.

7. Prices quoted shall be net, including transportation and delivery charges fully prepaid by the seller in Pasco County as directed by the Owner. No additional charges will be allowed for packing, packages, or partial delivery costs. By submitting their bids, all bidders certify and warrant that the price offered for f.o.b. destination includes only the actual freight rate costs at the lowest and best rate and is based upon actual weight of the goods to be shipped. Standard commercial packaging, packing, storage and shipping containers shall be used, except as otherwise specified herein. It is understood and agreed that all items offered or shipped as a result of this bid shall be new, current, standard model available at the time of the bid.
8. All bids shall be submitted exclusive of direct Federal, State, and local taxes; however, if the bidder believes certain taxes are properly payable, he/she may list such taxes separately in each case directly below the respective item bid price. Prices quoted must be in units specified, and shall not include the cost of any such taxes, including those on any material, supplies, or equipment used or installed in the work. Pasco County does not pay Federal Excise and Sales Taxes on direct purchases of tangible personal property. See Exemption Number on face of the resulting Purchase Order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for improvement of County-owned real property. Please refer to Chapter 192, Florida Statutes.
9. Any Material Safety Data Sheets (MSDS) for the products, materials, supplies, or equipment being bid must be submitted with the bid. No product containing asbestos, (chrysotile or Amosite), lead paint, or polychlorinated biphenyl (PCB) in any form will be considered for award by the Owner.
10. If Bidder is a corporation or firm, the legal name of the corporation shall be set forth above the signature, together with the signature of an officer(s) or agent(s) authorized to sign contracts accompanied by evidence of authority to sign on behalf of the corporation. If Bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign Contracts accompanied by evidence of authority to sign on behalf of the partnership. If signature is by an agent, other than an officer of the corporation or a member of a partnership, a notarized power-of-attorney must accompany the Bidder's Bid.
11. Failure to provide evidence of authority, as referenced above, may cause the Proposal to be regarded as not properly authorized and may subject it to rejection (disqualification).
12. If any party contemplating the submission of a bid on this invitation is in doubt as to the true meaning of any part of the specifications, they should submit a written request via letter, or e-mail for an interpretation thereof to **Pasco County, Purchasing Department (listed previously)**. Bidder's concerns, regarding clarification of specifications and/or discrepancies and/or omissions and/or changes to the attached specifications shall be made in writing and received by the County no later than ten (10) calendar days prior to the bid opening date. The written request from the bidder shall state clearly, and in detail, the basis for such concern(s). An interpretation of the bid invitation document will be made only by addendum duly issued to each party receiving a bid invitation. All such addenda shall become part of the Contract Documents. The Owner shall not be responsible for explanations or interpretations of bid invitation documents except as issued in accordance herewith. No oral interpretations will be made as to the meaning of specifications or any

other contract documents. Failure to comply with this provision will result in bidder waiving his/her right to dispute the bid specification.

BID SUBMITTAL

13. The Owner will receive sealed bid proposals until date and time indicated on the bid cover. Bids must be delivered, by hand or mail, to the Pasco County Purchasing Department, as stated above, where they will be opened at the stated time. **One (1) original copy of the Proposal shall be submitted.** Bids must be time stamped in the Purchasing Department before or on the hour and date indicated on the cover sheet (Invitation for Bid) for the bid opening. Bids received after the date and time of the bid opening will be received, date stamped, and returned to the bidder unopened. It is the responsibility of the bidder to ensure that bids arrive at the designated opening place on time. Late or non-delivery due to mail or express delivery company failure will not be considered adequate reason for consideration of late bids. **FACSIMILE (FAXED) BIDS WILL NOT BE ACCEPTED, AND SHALL NOT BE CONSIDERED FOR EVALUATION OR AWARD.** Notes may be taken at the public reading of the bid(s) at the specified time and date of the opening or a personal inspection may be made of the bid(s) after award has been made and documents are placed in central and public files. Responses will be retained as property of the Owner.
14. Proposals must be provided on the Bid Form included with the Contract Documents and must be submitted in a sealed envelope clearly marked "SEALED BID" and addressed as follows:

Pasco County Purchasing Department
8919 Government Drive
New Port Richey, Florida 34654
Attention: Tara Bohnsack

Owner's Bid No. IFB-JV-17-222
15. The Owner's Bid Number (as indicated on the Invitation To Bid) must be included on any correspondence, invoices, insurance forms, etc., having to do with this Bid and sent to the Owner.
16. Envelopes containing bids must be sealed and marked in the lower left-hand corner with the bid number, contract name, and date and hour of opening of bids. Failure to do so may cause bid not to be considered. Express Company, or Express Mail envelopes containing a sealed bid shall also be sealed and marked in the lower left-hand corner with the invitation number, commodity, and date and hour of opening of bids.
17. Bids concerning separate bid invitations must not be combined on the same form or placed in the same envelope. Bids submitted in violation of this provision shall not be considered.
18. The Bidder agrees that submission of a signed bid form is certification that a bidder will accept an award made to it as a result of the submission.
19. Bidders shall acknowledge receipt of any addendum to the solicitation by identifying the addendum (addenda) number(s) in the space provided for this purpose on the bid form, by letter, or by returning a copy of the issued addendum with the submitted bid. The acknowledgment must be received by Pasco County by the time and at the place specified

for the receipt of bids. Failure to acknowledge an issued addendum may result in bid rejection and disqualification.

20. To demonstrate qualifications to furnish specified services, Owner might request from successful Bidder the submission of written information such as Financial data within five (5) days from the of Intent of Award letter.
21. Any Bid may be deemed non-responsive which contains omissions, erasures, alterations, or additions of any kind, or prices uncalled for, or which may be obviously unbalanced, or which in any manner shall fail to conform to the requirements provided for herein.
22. A bid submittal that includes terms and conditions that do not conform to the terms and conditions in the bid document is subject to rejection as non-responsive. The Owner reserves the right to permit the bidder to withdraw nonconforming terms and conditions from its bid prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.
23. Bidders taking exception to any part or section of the solicitation shall indicate such exceptions on the bid form or attachments thereto. Failure to indicate any exception will be interpreted as the bidder's intent to comply fully with the requirements as written. Conditional or qualified bids, unless specifically allowed, shall be subject to rejection in whole or in part.
24. Bids may not be changed after the bid closing time. To withdraw a bid that includes a clerical error after bid opening, the bidder must give notice in writing to the Owner of claim or right to withdraw a bid. Within two (2) business days after the bid opening, the bidder requesting withdrawal must provide to the Owner all original work papers, documents, and other materials used in the preparation of the bid. A bidder may also withdraw a bid prior to the time set for the opening of bids by simply making a request in writing to the Owner; no explanation is required. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work for the person to whom the Contract is awarded or otherwise benefit from the Contract. No partial withdrawals of a bid are permitted after the time and date set for the bid opening; only complete withdrawals are permitted.
25. Chapter 287, Florida Statutes, regulates the procurement of personal property and services by state agencies.

287.133 A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

26. The Contractor, by submission of its bid, certifies that to the best of his/her knowledge or belief, no elected/appointed official or employee of the County is financially interested, directly or indirectly, in the offer of services specified in this invitation.

27. By submission of its bid, bidder certifies that the contractor(s) and/or subcontractor(s) providing product(s) or service(s) shall, in the execution or performance of such a contract, maintain fair labor standards as defined in applicable State and Federal Regulations.
28. By submission of its bid, bidder certifies that the contractor(s) and/or subcontractor(s) providing product(s) or service(s) shall not discriminate against any employee or applicant for employment, to be employed in the performance of such contract, with respect to his/her hire, tenure, terms, conditions, or privileges of employment, because of his/her race, color, religion, sex, disability, or national origin, as outlined in applicable State and Federal Regulations.
29. Each bid shall also be accompanied by a properly completed and executed copy of the "Certification under section 287.087, Florida Statutes, of a Drug-Free Workplace". In case of tie bids, preference must be given to vendors Bidders submitting the certification with their bids certifying that they have a drug-free workplace. A copy of this form is included in the bid documents.

AWARD

30. The Owner, reserves the right to reject any and all proposals in whole or in part, to waive any and all minor irregularities and technicalities, to negotiate terms with the successful contractor, and reserves the right to disregard all nonconforming, non-responsive or conditional bids. If insufficient information is submitted by a bidder with the bid for the Owner to properly evaluate the bid, the Owner has the right to require such additional information as it may deem necessary after the time set for receipt of bids, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured. The Owner further reserves the right to delete line items from the bid from consideration. The decision made by the Owner in selection of the successful bidder and award of a contract will be final.
31. The Owner reserves the right to award a contract for specified services by total bid, as provided for in the Proposal Section, to the lowest responsive, responsible Bidder who, in the sole and absolute judgment of the Owner, can provide the services required. Complete and accurate responses to all items are necessary for the complete and fair evaluation of bids.
32. The Owner is the interpreter of these Contract Documents. If a contract is to be awarded, the Owner will give the successful Bidder a written Notice of Award.
33. Contractor shall execute and deliver the Agreement within ten (10) days of the date of Notice of Intent of Award. The Contractor shall also furnish to the Owner, within ten (10) days of Notice of Intent of Award, all required executed Contract documents as specified herein.
34. The bidder may be required before the award of any contract to show to the complete satisfaction of the Owner that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The bidder may also be required to give a past history and references in order to satisfy the Owner in regard to the bidder's qualifications. The Owner may make reasonable investigations deemed necessary and proper to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all information for this purpose that may be requested. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the Owner that the bidder is properly qualified to carry out the

obligations of the Contract and to complete the work described therein. Evaluation of the bidder's qualifications may include:

- a. The ability, capacity, skill, and financial resources to perform the work or provide the service required.
 - b. The ability of the bidder to perform the work or provide the service promptly or within the time specified, without delay or interference.
 - c. The character, integrity, reputation, judgment, experience, and efficiency of the bidder.
 - d. The quality of performance of previous contracts or services.
35. The Owner accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.

END OF SECTION

CONTRACT CONDITIONS

CONTRACT TERMS

1. By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Owner all rights, titles, and interest it may now have or hereafter acquire under the antitrust laws of the United States and the State of Florida that relate to the particular goods or services purchased or acquired by the Owner under said contract.
2. During the period of the Contract, the Contractor shall provide the services described in the Contract. The Contractor understands and agrees this is a requirements contract and the Owner shall have no obligation to the Contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of the Owner for the period of the Contract. The amount is only an estimate and the Contractor understands and agrees the Owner is under no obligation to the Contractor to buy any amount of the services as a result of having provided this estimate or of having any typical or measurable requirement in the past. The Contractor further understands and agrees the Owner may require services in an amount less than or in excess of the estimated annual contract amount and the quantity actually used, whether in excess of the estimate or less than the estimate, shall not give rise to any claim for compensation other than the total of the unit prices in the Contract for the quantity actually used.
3. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Contract. All modifications to the Contract or purchase order must be made in writing by the Owner.
4. All goods shall be new, in first class condition, and of the manufacturer's latest design of the model presently in production. All materials, supplies, and equipment furnished or services performed under the terms of this Agreement shall comply with the requirements and standards specified in the Williams-Steiger Occupational Safety and Health Act of 1970 (Public Law 91-596), as well as other applicable Federal, State, and local codes. Equipment and materials furnished by the Contractor having serious defects, corrosion, or scratches, which tend to present an "other than new" appearance, shall be promptly replaced or such defects promptly corrected by the Contractor at no cost to the Owner.
5. The Contractor shall institute and maintain throughout the Contract period a properly documented quality control program designed to ensure that the services are provided in accordance with the Contract. The Owner may require documentation demonstrating an effective quality control program at any time prior to and during the performance of the Contract. The program shall include providing daily supervision and conducting frequent inspections of the Contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the Owner.
6. The Contractor shall be legally considered an independent contractor and neither the Contractor nor its employees shall, under any circumstances, be considered servants or agents of the Owner; and the Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants or agents. The Owner shall not withhold from the Contractor any Federal or State unemployment taxes, Federal or State income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, the Owner shall not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the Owner for its employees.

BID NO. IFB-JV-17-222

7. The Contract shall be governed in all respects by the laws of the State of Florida, and any litigation with respect thereto shall be brought in the courts of Pasco County, Florida. The Contractor shall comply with all applicable Federal, State, and local laws and regulations. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.
8. In any and all claims against the County or any of its agents or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation, as outlined in these Documents, shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation Acts, disability benefit acts, or other employee benefit acts.
9. The Owner reserves the right to cancel a resulting contract, without cause, by giving thirty (30) days prior written notice to the Contractor of the intention to cancel.
10. If at any time during this contract the Owner determines the Contractor is billing for labor and/or equipment that is not used in performance of the work or materials that are not incorporated into the work the contract shall be immediately terminated. Upon termination of the contract for fraudulent billing or unsatisfactory work the Contractor shall be placed on the convicted vendor list.
11. PUBLIC RECORDS. CONTRACTOR shall comply with the requirements of Florida's Public Records Act, Chapter 119, Florida Statutes. To the extent required by Section 119.0701, Florida Statutes, CONTRACTOR shall (a) keep and maintain public records required by the COUNTY to perform the service under the Agreement; (b) upon request from the COUNTY's custodian of public records provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for under Florida's Public Records law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONTRACTOR does not transfer the records to the COUNTY; and (d) upon completion of the contract, transfer, at no cost to the COUNTY, all public records in possession of CONTRACTOR. Upon transfer, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. All records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY. All documentation produced as part of this Agreement will become the property of the COUNTY. This paragraph shall survive the expiration or termination of this Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT, Jean Masson, 813-235-6189 ext: 6972 Email: jmasson@pascocountyfl.net, Mailing address: 19420 Central Boulevard, Land O' Lakes, FL 34637.

Under Florida law, a Contractor who fails to provide the public records to the COUNTY within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes, and such non-compliance will constitute a breach of the Agreement and may serve as grounds for termination of this Agreement.

PERFORMANCE OF THE WORK

12. The Contractor agrees to perform the work specified and complete all obligations under the Contract within the stated amounts and times.
13. In the event of failure of the Contractor to deliver the services in accordance with the Contract terms and conditions, the Owner may procure the services from other sources and hold the Contractor responsible for liquidated damages as explain elsewhere herein. A failure to deliver will result in immediate termination of a resulting contract, and immediate disqualification and debarment from submitting bids to the Owner for a maximum of three (3) years.
14. Failure by the Owner at any time to enforce the provisions of the Contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the Contract or any part thereof or the right of the Owner to enforce any provision at any time in accordance with its terms.
15. The Owner shall be relieved from all risks of loss or damage to the goods during periods of transportation and manufacture and during the entire time the goods are in the possession of the Contractor until acceptance of the equipment by the Owner. At such time the risk of loss or damage to said goods shall pass to the Owner. The bidder/contractor shall not be responsible for damage to equipment occasioned by negligence of the Owner or Owner's employees.
16. The Contractor shall maintain such financial records and other records as they relate to the purchase of goods and/or services by the Owner. The Contractor shall retain these records for a period of three (3) years after final payment, or until they are audited by the Owner, whichever event occurs first. These records shall be made available during the term of the Contract and the subsequent three (3) year period for examination, transcription, and audit by the Owner, its designees, or other authorized bodies.
17. The Contractor shall conduct its operations in a manner that will not interrupt pedestrian or vehicle traffic except as approved by the Owner. The work area shall be confined to the smallest area possible to allow maximum use of the street or sidewalk and to reduce any hazard to traffic or pedestrians to a minimum. At all times, the Contractor shall use workers and traffic control signs and devices necessary to comply with all applicable Federal, State, and local laws, rules, and regulations. In addition to signs and devices, when the street is obstructed to any extent by contract operations, special workers equipped with flags shall be designated by the Contractor to direct vehicle and pedestrian traffic. The workers so designated shall not be assigned to any other duties while engaged in directing traffic. The Contractor shall provide all personnel, signs, barricades, and any other items or devices necessary for the maintenance of traffic and safety. No separate payment shall be made by the Owner for this work. All costs of this work are included by the Contractor as part of the Contract price. The plan for traffic control shall be as directed by the Owner.
18. If, at any time during the Contract term, the services performed or work done by the Contractor is considered by the Owner to create a condition that threatens the health, safety, or welfare of the community, the Contractor shall, upon being notified by the Owner, immediately correct such deficient service or work. In the event the Contractor fails, after notice, to correct the deficient service or work immediately, the Owner shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the Contractor.

19. The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the Contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Contractor, unless otherwise specified in the Contract.
20. The Owner may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the Contract. No claims may be made by the Contractor that the scope of the project or of the Contractor's services has been changed; requiring changes to the amount of compensation to the Contractor or other adjustments to the Contract, unless such changes or adjustments have been made by written amendment to the Contract. If the Contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the Owner in writing of this belief. If the Owner believes that the particular work is within the scope of the Contract as written, the Contractor will be ordered to and shall continue with the work as ordered and at the cost stated for the work within the scope.
21. Work performed and/or purchases are authorized by the Owner only if a properly executed Work Order is issued in advance of the transaction, showing that the Owner has sufficient funds available to pay for the goods and/or services. Contractors providing goods and/or services without a properly executed Work Order do so at their own risk. The Owner will not be liable for payment for any services provided under the Contract unless a valid Work Order has been issued to the Contractor.
22. Unless otherwise indicated in the bid documents, payment terms will be net forty-five (45) days. Terms not consistent with this provision are not acceptable and may be cause for rejection. The Owner will pay the Contractor within forty-five (45) days after the receipt of a correct invoice for reasonable work allocable to the Contract or after the date of acceptance of work that meets contract requirements, whichever event occurs later. Payment(s) are considered effective on the date payment is mailed.
23. Contractor shall submit payment as stated herein.
24. All funds for payment by the Owner under the Contract are subject to the availability of an annual appropriation for this purpose by the Owner. In the event of non-appropriation of funds by the Owner for the services provided under the Contract, the Owner will terminate the Contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by the Contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of the Contract, cancellation shall be accepted by the Contractor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the Owner shall not be obligated under the Contract beyond the date of termination.
25. Under the Contract, whenever, any sum of money shall be recoverable from or payable by the Contractor to the Owner, the same amount may be deducted from any sum due the Contractor under the Contract or under any other contract between the Contractor and the Owner. The rights of the Owner are in addition and without prejudice to any other right the Owner may have to claim the amount of any loss or damage suffered by the Owner on account of the acts or omissions of the Contractor.
26. Several payment options are available to the Contractor, upon receipt of a proper invoice:

- a. Check may be mailed to the remit address on the invoice. The check is mailed the day after Board of County Commissioners (Board) approval.
- b. Check may be picked up in Dade City after 1:00pm. The Contractor may pick up the check the day after Board approval. The Contractor must call (352) 521-4599 for detailed instructions.
- c. Payment may be wire-transferred to the Contractor's bank account. The Contractor must call (352) 521-4599 for detailed instructions and forms.

COMPETENCY OF BIDDERS

27. Proposals shall be considered only from firms that have been engaged in providing services similar to those specified herein for a period of **not less than FIVE (5) years continuously** and that are presently engaged in the provision of these services. It may be necessary to produce evidence that Bidder has sufficient financial support, delivery fleet and organization to insure that he can satisfactory perform the services if awarded a contract under the terms and conditions stated herein. The County reserves the right to conduct an on-site inspection of the Bidder's facilities during normal working hours prior to award of bid or at any time throughout the term of the contract or any renewal.

INSURANCE REQUIREMENTS

28. During the life of this Agreement, the CONTRACTOR shall provide, pay for, and maintain insurance of the types and in the amounts described herein. All such insurance shall be provided by responsible companies with A.M. Best ratings of A-, Class 8 or better, authorized to transact business in the State of Florida, and which are satisfactory to the COUNTY. Promptly after the issuance by the COUNTY of the Notice to Apparent Low Bidder of this Agreement, and prior to submission of the Agreement (Part IV) to the BOARD for its approval and execution, the CONTRACTOR shall provide to the COUNTY evidence of insurance coverage of the types, and in the amounts, required hereunder by submitting executed Certificates of Insurance, the preferred form of which is found at Exhibit III. Each Certificate shall set forth the original manual signature of the authorized representative of the insurance company/companies identified therein and shall have attached thereto proof that said representative is authorized to execute the same. In addition, the CONTRACTOR shall provide certified true and exact copies of all required policies and of endorsements to the COUNTY within sixty (60) days of the issuance by the COUNTY of the Notice To Apparent Low Bidder. No markup of the cost incurred in connection with premiums for bonds or insurance shall be permitted.
29. All policies of insurance mandated by this Agreement shall require that the insurer give the COUNTY thirty (30) days written notice of any cancellation, intent not to renew, or reduction in coverage; and ten (10) days written notice of any non-payment of premium. Such notice shall be delivered by First-Class U.S. Mail to: Director, Risk Management Division – Pasco County, West Pasco Government Center- Suite 330, 7530 Little Road, New Port Richey, Florida, 34654-5598. In the event of any reduction in the aggregate limit of any policy, the CONTRACTOR shall immediately restore such limit to the amount required herein.
30. All insurance coverage provided by the CONTRACTOR shall be primary to any insurance or self-insurance program of the COUNTY that is applicable to the Work provided for in this Agreement.

31. Receipt by the COUNTY of any Certificate of Insurance or copy of any policy evidencing the insurance coverage and limits required by the Contract Documents does not constitute approval or agreement by the COUNTY that the insurance requirements have been satisfied or that the insurance policies shown on the Certificates of Insurance are in compliance with the requirements of the Contract Documents.
32. No work for the COUNTY shall commence, nor occupancy by the CONTRACTOR of any of its property take place, until the required Bonds, Certificates of Insurance, and copies of the associated policies, if requested, are received by the COUNTY, even if the Contract Time has commenced.
33. The insurance coverage and limits required of the CONTRACTOR under the Contract Documents are designed to meet the minimum requirements of the COUNTY. They are not designed as a recommended insurance program for the CONTRACTOR. CONTRACTOR shall be responsible for the sufficiency of its own insurance program. Should the CONTRACTOR have any questions concerning its exposures to loss under the Contract Documents or the insurance coverage needed therefore, it should seek professional assistance.
34. If the insurance coverage initially provided by the CONTRACTOR is to expire prior to completion of the Work, renewal Certificates of Insurance shall be furnished to the COUNTY thirty (30) days prior to expiration of current coverage.
35. Should the CONTRACTOR fail to maintain any of the insurance coverage required by the Contract Documents, the COUNTY may, at its option, either terminate this Agreement for default, or procure and pay for such coverage, charging the CONTRACTOR for, and deducting the costs of, the same from payments due the CONTRACTOR. A decision by the COUNTY to procure and pay for such insurance coverage shall not operate as a waiver of any of its rights under the Contract Documents.
36. All liability insurance policies obtained by the CONTRACTOR to meet the requirements of the Contract Documents, other than the Worker's Compensation and Employer's Liability Policy, shall provide that the COUNTY, its employees and agents, and the PROFESSIONAL shall be "additional insureds" under the Policy and shall also incorporate a Severability of Interest provision. All insurance coverage provided under this Section shall apply to all the activities of the CONTRACTOR under the Contract Documents without regard for the location of such activity.
37. Prior to the time Contractor is entitled to commence any part of the project, work, or services under the Contract, Contractor shall procure, pay for, and maintain at least the following insurance coverage and limits. Said insurance shall be evidenced by delivery to the County of 1) certificates of insurance executed by the insurers listing coverage and limits, expiration dates and terms of policies and all endorsements whether or not required by the County, and listing all carriers issuing said policies; and 2) upon request, a certified copy of each policy, including all endorsements. The insurance requirements shall remain in effect throughout the term of the Contract.
38. **Worker's Compensation and Employer's Liability Insurance.** The CONTRACTOR shall maintain coverage for all employees engaged in the Work, in accordance with the laws of the State of Florida. The CONTRACTOR also agrees to waive its right of subrogation as part of this coverage. The amount of each insurance shall not be less than:

- a. Workers' Compensation - Florida Statutory Requirements
BID NO. IFB-JV-17-222

- b. Employer's Liability - \$100,000.00 Limit Each Accident
\$500,000.00 Limit Disease Aggregate

39. **Commercial General Liability Insurance.** Coverage shall include, but not limited to, Personal and Advertising Injury coverage, Contractual coverage for this AGREEMENT, including any hold harmless and/or indemnification agreement(s), coverage for Independent Contractors, and Broad Form Property Damage coverage. Limits of coverage shall not be less than the following for Bodily Injury, Property Damage and Personal Injury, Combined Single Limits:

General Aggregate	\$2,000,000.00
Products – Completed Operations Aggregate	\$2,000,000.00
Personal and Advertising Injury	\$ 500,000.00
Each Occurrence	\$2,000,000.00
Fire Damage (Any One Fire)	\$ 50,000.00
Specific Contract Aggregate Limits	\$ (same as above)

- a. The Aggregate Limits shall be separately applicable through the use of the endorsement attached hereto as Exhibit D or its equivalent according to the Risk Management Division of the COUNTY.
- b. If the General Liability Insurance required herein is issued or renewed on a "claims made" form, as opposed to the occurrence" form, the retroactive date for coverage shall be no later than the date the Contract Time commences and shall provide that in the event of cancellation or non-renewal the discovery period for insurance claims (Tail Coverage) shall be unlimited.

40. **Business Automobile Liability Insurance.** Coverage shall be maintained by the CONTRACTOR as to ownership, maintenance, and use of all of its owned, non-owned, leased or hired vehicles with limits of not less than:

- a. Bodily Injury & Property Damage Liability:
\$1,000,000.00 Combined Single Limit Each Accident

41. **Certificates of Insurance.** Certificates of Insurance evincing the insurance coverage specified in paragraphs 6.3.10.1 through 6.10.3 inclusive, and in paragraph 6.2.10.4, when required, shall be filed with the County within ten (10) days of the Notice To Apparent Low Bidder. The required Certificates of Insurance shall name the types of policies provided, and shall refer specifically to this Agreement.

42. **Untimely Submission:** The failure of the CONTRACTOR to submit the required Certificates of Insurance within the times required by this Article may result in a delay in issuing the Award. The parties specifically agree that such a delay is neither excusable nor compensable and will not entitle the CONTRACTOR to a change in the Contract Price of Time.

PERIOD OF CONTRACT

43. The contract period will begin upon BCC approval and continue for three consecutive years, under the same prices, terms and conditions unless canceled in writing by Pasco County and if funds are available.

WORK ORDERS AND WORK ORDER PROCEDURES

44. Upon execution of the Agreement, the Contractor will begin receiving Work Orders. The Contractor will be issued a separate Work Order for each particular item of work assigned by the Owner. Each Work Order shall describe the work included and stipulate the maximum fee as well as the number of calendar days within which the Contractor must both commence and complete the work for the particular Work Order. The Contractor shall execute the work in Pasco County as directed by the Owner on the Work Order for scheduled or as-needed work. Work Orders will be executed by the Assistant County Administrator for Utilities Services, or his designee.
45. Work Order completion schedules will be developed by the Owner according to the needs of the Owner. The Contractor shall review the Work Order(s) to ensure that the Contractor can complete the Work Order(s) according to the schedule listed in the Work Order(s). It is the Owners intent to level or balance the work to be performed under this contract to the extent possible. To this end, the Owner will provide schedule relief for non-critical and non-emergency work in those instances when emergency and critical work is requested to be performed and provided the Contractor diligently pursues completion of the work.
46. For Scheduled Services the Owner shall execute a Work Order and deliver it to the Contractor. The Contractor shall complete the work within the time stipulated on the Work Order. The Contractor shall return the completed Work Order to the Owner upon completion of the work.
47. For Scheduled As-Needed On-site Maintenance Services: the Owner will contact the Contractor and request a work order proposal to complete a particular scope of work. The Contractor shall respond within three (3) business days with a work order proposal including time to complete from the Notice to Proceed, proposed bid items to be utilized for the work, anticipated materials with cost, and total cost. Compensation for materials actually used for incorporation into the work shall be compensated as stated in the Measurement and Payment section of these documents. The cost of consumable materials used to complete the work shall be included in the contract labor rates. The Owner shall review the submitted Work Order proposal and coordinate with the Contractor to resolve any discrepancies, errors, or incomplete information. Upon completion of the review period, the Owner will then execute a Work Order and deliver it to the Contractor. The Contractor shall not receive additional compensation for the work order proposal process.
48. The Contractor shall complete the Work Order form. Contractor shall fill out logs at nearest County Facility to substantiate work performed. The Contractor shall have no claim for compensation greater than the maximum listed on the work order proposal and Work Order form.
49. Following execution of any part of any work as described in Work Order, and within time stipulated in the Work Order, the Contractor shall submit a written proposal for any additional work that, in the Contractor's opinion, is not listed in the Work Order. The

proposal shall list all recommended work, describing each item of work in sufficient detail and listing all materials to be incorporated into the work and labor hours required to complete each work item. Additional materials not included in Section 17001 incorporated into the work shall reflect a mark-up as stated in the Measurement and Payment section of these documents. The Owner shall then revise the Work Order and deliver it to the Contractor to complete the work or reject the proposal.

50. A duly authorized employee of the Owner may order Emergency As-Needed On-site Maintenance Services. Emergency work is performed any time and any days including Saturdays, Sundays, and all holidays recognized by Pasco County. The Contractor shall respond to emergency requests within one (1) hour of notification and begin work on-site within two (2) hours. The Contractor shall perform the work not to exceed that listed in the Work Order Form. Only actual time on-site shall be billed. The Work Order will be executed the next business day by the Owner and shall be completed as required by the Contractor. Contractor shall fill out logs at nearest County Facility to substantiate work performed. The Contractor shall have no claim for compensation greater than the maximum listed on the Work Order Form.
51. Emergency work shall take priority over normal priority work. In the event that critical or emergency work prevents timely completion of normal priority work, at the request of the Contractor the Owner will review outstanding Work Order(s) to determine an appropriate extension of time to complete the Work Order(s).

WORK ORDER CLOSE OUT

52. Upon completion of the work, the Contractor shall notify PCU for inspection. Contractor shall be compensated only for those labor-hours actually expended performing the work, and materials incorporated into the work. The Contractor shall be compensated for materials actually incorporated into the work plus a ten percent (10%) markup. No markup on Sales tax and/or freight shall be allowed. Consumable materials used in performing the work shall be included in the labor rates listed in the Bid Form.
53. For payment of work under this contract, the Contractor shall submit to the Owner the properly executed copies of the Work Order(s), and invoice as stated in these specifications. The invoice shall include Work Order number, summary of the work, location of work, cost of the work according to the rates listed in the Bid Form, name of employees who performed the work, invoices for materials incorporated into the work plus 10% markup as stated in the Measurement and Payment section of these documents, and actual dates and time of the work. Only actual time on-site shall be billed in ¼ hour increments. The Owner will evaluate the Application for Payment within ten (10) days, upon receipt of the correct invoice. Upon approval, the Assistant County Administrator for Utilities Services, or his delegate, will sign as the Owner's representative on the work order and authorize final payment to be made and close out the Work Order(s). No partial payments on Work Orders will be allowed.
54. All work and support is subject to verification by the Owner. Contractor shall maintain logs to verify work and support performed. Failure to maintain adequate records or provide authorized work orders shall result in non-payment or cancellation of the Contract.

DELETION OR MODIFICATION OF SERVICES

55. The County reserves the right to delete any portion of this Contract at any time without cause, or add additional services, and if such right is exercised by the County, the total fee

BID NO. IFB-JV-17-222

shall be reduced/added in the same ratio as the estimated cost of the work deleted/added bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion. The contract agrees to accommodate the County for any reasonable adjustment in the scope of service.

SUBSTITUTION OF PERSONNEL

56. It is the intention of the County that the Contractor's management or supervisory personnel proposed for the contract will be available for the initial contract term. In the event the Contractor wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to prior County approval. In the event substitute personnel are not satisfactory to the County and the matter cannot be resolved to the satisfaction of the County, the County reserves the right to cancel the Contract for cause.

SAFETY

57. The Contractor shall exercise all reasonable measures necessary to safeguard property and persons from its operations hereunder and shall comply with all local and federal safety regulations in effect and shall make certain that all applicable safety standards are enforced at all time.
58. Shall ensure that all appropriate and proactive measures are taken to fully protect all persons and properties that are in, near, or within possible sphere before, during, and after work injuries and property damage resulting from the Contractor's performance hereunder.
59. Shall take all necessary and proactive safety precautions and or actions to ensure that all persons and properties are fully protected while performing work and shall maintain clear access to all entries and exits.
60. Contractor shall report any outstanding safety issues related to the work area to the Owner's Representative immediately.

ENVIRONMENTAL REQUIREMENTS

61. Contractor shall comply with all current applicable local, state, and federal regulations and requirements.
62. Shall abide by all applicable sound control legal requirements while performing the work.
63. Shall transport, store, apply, and dispose of all hazardous materials as required by law.
64. Remove from the work site and properly dispose of all spent materials, hazardous materials, debris, and the like on a daily basis. Shall NOT accumulate waste materials unless County's authorized personnel otherwise allow.
65. Shall NOT reuse any removed materials unless County's authorized personnel so authorizes.

WORK HOURS AND COMPLETION TIME

66. Work will be performed as stated in these specifications. Upon award, the County will provide the successful bidder with a more defined schedule and time for work to be performed under this Contract.
67. The Contractor acknowledges that time is of the essence to complete the work as specified. The Contractor agrees that all work shall be prosecuted regularly, diligently and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified.

END OF SECTION

PROPOSAL AND BID FORMS

STATEMENT OF NO BID

We, the undersigned, have declined to submit a bid response to Invitation for Bid No. **IFB-JV-17-222** for the following reason(s):

Please check all that apply.

- 1. Opening date does not allow sufficient time to complete bid response.
- 2. We do not offer the commodities or services requested.
- 3. Our schedule would not permit us to perform.
- 4. We are unable to meet the issued specification.
- 5. Specifications are restrictive. (Please explain below)
- 6. We are unable to meet the surety requirements.
- 7. Other: _____

Explanations: _____

We understand that if a "NO BID" is not returned, our firm will be removed from the bidders' list for the subject commodity.

Name: _____ Signature: _____

Company: _____

Address: _____

City/State/Zip: _____

Telephone: _____

Facsimile: _____

Fed ID No.: _____

BIDDER'S NAME _____

PROPOSAL

NOTE TO BIDDER: Use black ink for completing this Proposal form.

TO: Pasco County Purchasing Department

ADDRESS: 8919 Government Drive
New Port Richey, Florida 34654

PROJECT TITLE: **AS NEEDED INSTRUMENTATION AND CONTROLS SYSTEMS
HARDWARE MAINTENANCE SERVICES**

OWNER'S BID NO.: IFB-JV-17-222

BIDDER'S DECLARATION AND UNDERSTANDING

1. The undersigned, hereinafter called the Bidder, declares that the only person(s) or party(s) interested in this proposal are those named herein; that this Bid is, in all respects, fair and without fraud; that it is made without collusion with any official of the Owner; and, that the bid is made without any connection or collusion with any person submitting another Bid on this Contract.
2. The undersigned Bidder proposes and agrees that if this Bid is accepted it shall enter into an Agreement with the Owner in the form included herein as Contract Forms and perform and furnish all services as specified or indicated in the Agreement for the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Agreement.
3. The Bidder has familiarized itself with the nature and extent of the Contract Requirements, Contract Forms and Agreement, sites, localities and all local conditions and laws and regulations that may in any manner affect cost, schedule, progress, performance or furnishing of the services.
4. The Bidder has read the Contract Forms and Agreement, and accepts all of the terms and conditions of the Contract Forms and Agreement. All bids shall remain open as specified in the Instructions to Bidders.

CONTRACT EXECUTION

5. The Bidder agrees that if this Proposal is accepted, he will, within ten (10) days, not including Sundays and legal holidays, after the date of Notice of Intent of Award, sign the Contract in the form annexed hereto, and will deliver to the Owner.

CERTIFICATES OF INSURANCE

6. The Bidder further agrees to furnish the Owner the Certificates of Insurance as specified in these documents. The Owner Award of this Agreement is conditioned upon the Owner's receipt and acceptance of these Certificates within the timeframe specified herein. Failure to comply with this requirement within ten (10) days after the date of Notice of Intent of Award will immediately void the Agreement without any action or cost to the Owner.

START OF WORK AND CONTRACT COMPLETION TIME

7. The Bidder further agrees to begin work after the date of the Notice to Proceed and to complete the project, in all respects, within the number of calendar days allotted for each Work Order, after the date indicated on the Work Order executed by the Assistant County Administrator for Utility Services, or his designee. The Bidder shall also comply with specific completion dates and sequences indicated elsewhere in the Contract Documents or as set forth in the Work Order.

SALES AND USE TAXES

8. The Bidder agrees that all applicable federal, state, and local sales and use taxes are included in the stated proposed prices for the goods and/or services.

QUALIFICATION OF BIDDERS

9. Bids will only be considered from Bidders who regularly provide similar services. To those specified herein Bidder shall document their qualifications and experience in providing such services and submitting this documentation if requested.
10. Letter of Interest / Cover letter – Briefly state the Bidder's understanding of the services to be rendered, and make a positive commitment to perform according to the requirements noted in this Bid.
11. Narrative – Bidder shall include a comprehensive narrative for the Installation of integrated systems along with the following requirements and Certifications:
 - a. Professional Licenses and Certificates; Insurance– Submit a copy of all Licenses, Certificates, Registrations, Permits etc. that your company / staff possesses – to include, but not be limited to occupational, state and local, registrations, safety certificates, etc.. Company must be licensed and/or registered in the State of Florida in all required disciplines.
 - b. Company Profile – Legal name, address, Telephone number, Fax number, E-mail address, Web page address, etc. of the Bidder, together with legal entity (corporation, partnership, etc.) Firm must be established as a legal entity in the State of Florida. Provide years in business. State whether the firm is local, regional, or national. Provide a list of owners and/or partners and managers of the firm. Include names, addresses and phone numbers and any additional information that your firm wishes to supply to augment its proposal.
 - c. Facilities – Contractor shall list all his facilities within 50 miles of the border of Pasco County lines.

- d. Disputes, Litigation and Defaults – Applicant shall disclose the results, including amount of settlement, if any, for all prior litigation, arbitration, mediation or other claims involving the applicant or any consultants for a period of five (5) years prior to the submission of this proposal. Additionally, supply all regulatory agency enforcement action record for the past five (5) years to include USEPA and any state regulatory agency.
- e. Qualifications / Experience – Describe firm’s local experience and the nature of service with of similar size and complexity, in the previous five (5) years (“Bidder’s Experience List” provided herein).
- f. Key Staff – Provide a complete list of the number of supervisors, and other staff employed by the firm as required by these specifications. Resumes for each person to be assigned to the project except for unskilled labor, should be submitted, as well as those of labor classifications included in the Bid Form (“Bidders Key Personnel List” provided herein).
 - i. Formal level of education
 - ii. Relative Supplemental education
 - iii. Membership in various relevant national, state and local associations
- g. Describe your employee screening, hiring and training practices that would ensure capable and criminal free personnel having access to County buildings and property.
- h. Briefly describe your supervisory and employee evaluation practices that would apply if awarded the County contact. A copy of your personnel and/or operating manuals can complete this requirement.
- i. References – A list of current and former major accounts along with contact person’s name and phone number(s). This list should include accounts that represent company’s experience with entities of similar size and exposures as the County.
- j. Communication – Describe the communication plan and equipment you will provide to the technicians. Do you have dispatch service and, if so, what are the hours and days of coverage, and how is it equipped? Would drivers have 24 hour per day 7 days per week availability?

12. By submitting a bid, the bidder certifies that it is not currently debarred from submitting bids for contracts issued by any political subdivision or agency of the State of Florida and that it is not an agent of a person or entity that is currently debarred from submitting bids for contracts issued by any subdivision or agency of the State of Florida.

THE OVERALL BID EVALUATION WILL ALSO DEPEND ON HOW THE ABOVE ITEMS 9-12 ITEMS ARE ADDRESSED.

ADDENDA

13. The Bidder acknowledges that he has received addenda number(s):

Number	Addendum Title	Bidder Initials	Date
--------	----------------	-----------------	------

Number	Addendum Title	Bidder Initials	Date
--------	----------------	-----------------	------

Number	Addendum Title	Bidder Initials	Date
--------	----------------	-----------------	------

Bidder shall insert number and name of each addendum received and agrees that all addenda issued are hereby made a part of the Contract Documents, and the Bidder further agrees that its Bid is submitted after consideration of said addenda.

RIGHT TO AWARD

14. The Bidder understands and agrees that the Owner reserves the right to award the Contract to the lowest responsive, responsible Bidder deemed qualified to provide the specified services. Alternately, the Owner may reject all bids if the Owner deems said rejection to be in its best interest.

QUANTITIES

15. The quantities specified on the Bid Form are to be used for purposes of establishing the basis of award only, and the Owner reserves the right to increase or decrease quantities shown or used without penalty.

CONTRACT PRICE

16. The undersigned Bidder agrees to accept as full compensation for all work required by these contract documents, including any Work Order, the extended unit price items named in the following Bid Form. It is understood and agreed that the unit prices quoted or established for a particular item are to be used for computing the amount to be paid to the Bidder based on quantities actually used as determined by the applicable measurement and payment portion of the technical specifications as applied to each Work Order.
17. The Bidder acknowledges and agrees that the separate prices on the Bid Form, where they are applicable and deemed acceptable by the Owner, will be used by the Owner and the Bidder, if awarded the Contract, whenever similar services are added to or deducted from the Contract.
18. All incidental costs, including allowances for profit and tools of the trade, must be included in the Contract hourly labor rates.
19. All Bidders must be able to support the demands of an average workload of \$200,000.00 in open task orders at any given time, this includes availability of all certified personnel and staff as determined by the work order.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

BIDDER'S NAME: Benro Enterprises, Inc. DBA Rocha Controls

BID FORM

**PROJECT TITLE: AS NEEDED INSTRUMENTATION AND CONTROLS SYSTEMS
HARDWARE MAINTENANCE SERVICES**

OWNER'S BID NO.: IFB-JV-17-222

Bidders Response Format:

Bidders must use the forms on the following page(s) in submitting a Bid for providing **AS NEEDED INSTRUMENTATION AND CONTROLS SYSTEMS HARDWARE MAINTENANCE SERVICES** prices; failure to do so will result in Bidder being declared non-responsive.

Lot A: LABOR RATES- AS NEEDED MAINTENANCE SUPPORT SERVICES- LABOR RATES INCLUDING CONSUMABLE MATERIALS:					
Item No.	Estimated Qty.	Unit	Description and Price in Words	Unit Price Per Hour	Total
101.	600	HRS	Supervisor-Scheduled	\$ 75.00	\$45,000.00
102.	100	HRS	Supervisor-Emergency	\$ 75.00	\$ 7,500.00
103.	500	HRS	Lead Instrumentation & Controls Technician -Scheduled	\$ 135.00	\$67,500.00
104.	200	HRS	Lead Instrumentation & Controls Technician - Emergency	\$ 135.00	\$ 27,000.00
105.	1500	HRS	Instrumentation & Controls Skilled Labor Technician - Scheduled	\$ 90.00	\$ 135,000.00
106.	500	HRS	Instrumentation & Controls Skilled Labor Technician - Emergency	\$ 90.00	\$ 45,000.00
107.	600	HRS	Unskilled Labor -Scheduled	\$ 35.00	\$ 21,000.00
108.	200	HRS	Unskilled Labor -Emergency	\$ 45.00	\$ 9,000.00
109.	250	HRS	CAD Operator for As-Built includes both On-site/Off-site	\$ 55.00	\$ 13,750.00
Total for Lot A:					\$ 370,750.00

LOT B: MISCELLANEOUS ALLOWANCES					
Item No	Quantity	Unit	Description	Unit Price	Total Price
110.	1	LS	Materials Allowance for materials authorized in writing to be incorporated into the work.	\$100,000	\$100,000
111.	1	LS	Contingency Allowance for additional work authorized in writing	\$20,000	\$20,000
112.	1	LS	Indemnification in accordance with the Agreement.	\$100	\$100
Total Miscellaneous Allowances:				\$110,100.00 \$120,100.00	\$110,100.00 120,100.00
INSTRUMENTATION AND CONTROLS SYSTEMS HARDWARE MAINTENANCE SERVICES:					\$ 490,850.00
<u>Total of LOT A & LOT B</u>					

AUTHORIZED SIGNATURES

1. If the Bidder is an individual (sole proprietor):

Bid submitted on the ____ day of _____, 20__.

Signature: _____

Name and Title: _____

By: _____
(If other than named individual, attach Power of Attorney)

Doing Business As: _____

Business Address: _____

(City, State, Zip)

Phone No.: _____ Fax No.: _____

2. If the Bidder is a Partnership:

Bid submitted on the ____ day of _____, 20__.

By: _____
Name of General or Limited Partner(s) Authorized to Sign

By: _____
(Attach Evidence of Authority to Sign)

Name of General or Limited Partner(s) Authorized to Sign

By: _____
(Attach Evidence of Authority to Sign)

Business Address: _____

(City, State, Zip)

Phone No.: _____ Fax No.: _____

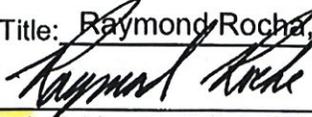
3. If Bidder is a Corporation:

Bid submitted on the 24 day of August, 2017.

By: Benro Enterprises, Inc. DBA Rocha Controls

(Legal Corporation Name)

Name and Title: Raymond Rocha, President

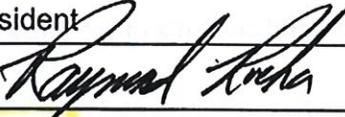
By: 

(Attach Evidence of Authority to Sign)

Name, Title and Signature of Official Attesting:

Name: Raymond Rocha

Title: President

By: 

Business Address: 5025 West Rio Vista

Tampa, FL 33634

City, State, Zip

Phone No.: 813-267-3235 Fax No.: 813-664-6719

State of Incorporation: Florida

If Bidder is a Joint Venture:

Bid submitted on the ___ day of _____, 20__.

Each joint venture shall sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture shall be in the manner indicated above.

NON-COLLUSION AFFIDAVIT

STATE OF Florida

COUNTY OF Hillsborough

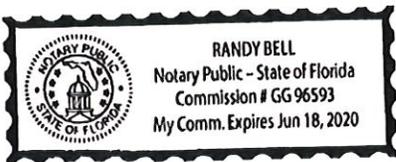
_____ ("Affiant"), being first duly sworn, deposes and says that:

1. Affiant is Raymond Rocha of Rocha Controls, (the "Bidder") and has submitted the attached Bid;
2. Affiant has personal knowledge of the matters set forth herein and is competent to testify.
3. Affiant is fully informed respecting the preparation and contents of the attached Bid and all pertinent circumstances respecting the Bid;
4. The Bid is genuine and is not a collusive or sham Bid;
5. Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham Bid, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract.

By: *Raymond Rocha* (Corporate Seal)

Title: *President*

Subscribed and sworn before me this *24th* day of *November*, 20*17*, by *Raymond Rocha*, who is *personally known* to me or has produced _____ as identification.



Randy Bell
Notary Public:
Randy Bell
Print Name
My commission expires:

BIDDER'S EXPERIENCE LIST

To enable the Owner to evaluate the Bidder's qualifications to perform the services, the Bidder shall list in the spaces below similar **AS NEEDED INSTRUMENTATION AND CONTROLS SYSTEMS HARDWARE MAINTENANCE SERVICES** contract the Bidder has completed or has under active contract within the last five (5) years.

CUSTOMER NAME	ADDRESS	PHONE NUMBER	# YEARS SERVICE	CONTACT NAME
Pasco County	19420 Central Blvd. Land O' Lakes, FL 34637	813-929-2755 Ext. 6930	3	Nancy Beniamen
City of Homestead	551 SE 8th Street Homestead, FL 33030	305-224-4780	16	Rene Martinez
Hernando County	15400 Wiscon Road Brooksville, FL 34601	352-442-6535	5	Landis Legg
Pinellas County	4111 Dunn Drive Palm Harbor, FL 33771	727-453-6744	1	Christopher Carfora
Hillsborough Co.	601 E. Kennedy Blvd. Tampa, FL 33602	813-612-7761	3	Beth Schinella

BIDDER'S KEY PERSONNEL LIST

To enable the Owner to evaluate the Bidder's qualifications to perform the services, the Bidder shall list in the spaces below the qualifications of key personnel to be assigned for this **AS NEEDED INSTRUMENTATION AND CONTROLS SYSTEMS HARDWARE MAINTENANCE SERVICES** Contract.

EMPLOYEE NAME	POSITION (As it relates to the bid)	YEARS OF EXPERIENCE	LEVEL OF EDUCATION	CERTIFICATIONS/ LICENSE(S)/ DEGREE(S)/ MEMBERSHIPS (Copies should be included with bid)
Raymond Rocha	President	31	BSCE	EI
Mark B. Tyl	Program Supervisor	25	BSCE	Florida PE
Monty Armstrong	Lead Instrument & Control Tech	31	AA	Journeyman Electrician
Thao Nguyen	Lead Instrument & Control Tech	20	BS-Computer Information	Electro-Mechanical Certification
Blain Powers	Instrumentation & Controls Skilled Labor Tech	28	AS- Elec Eng Tech	ISA CCST Level 1
Burt Cramer	Instrumentation & Controls Skilled Labor Tech	28	High School Diploma 4 years Navy Military Exp	Advanced Electronics Training Endress & Hauser Training
Paul Conner	CAD Operator / Designer	35	High School Diploma	ACAD, GIS, MS Office, Adobe

DRUG FREE WORKPLACE

In case of tie bids, preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. The drug-free certification form below must be signed and returned with your bid.

The undersigned vendor in accordance with Florid Statute 287.087 hereby certified that

Benro Enterprises, Inc. DBA Rocha Controls

Name of Business:

does:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

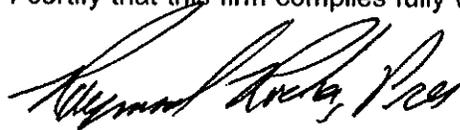
Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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



Bidder's Signature

8-24-17

Date

AGREEMENT

THIS AGREEMENT between PASCO COUNTY BOARD OF COUNTY COMMISSIONERS (hereinafter called "Owner") and BENRO ENTERPRISES, INC. D/B/A ROCHA CONTROLS hereinafter called "Contractor"). Owner and Contractor, in all consideration of the mutual covenants hereinafter set forth, agree as follows:

WITNESSETH:

WHEREAS, Owner desires to retain Contractor to provide **As Needed Instrumentation and Controls Systems Hardware Maintenance Services**; and

WHEREAS, Owner has selected Contractor in accordance with competitive bidding procedures; and

WHEREAS, Contractor agrees to serve as Owner's Contractor for **As Needed Instrumentation and Controls Systems Hardware Maintenance Services** based upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises set forth hereinabove, and of the mutual promises hereinafter set forth, the sufficiency and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

ARTICLE 1 - WORK

1.1 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

This is an annual contract for the Pasco County Utilities Department for providing all labor, equipment, materials and services, etc., necessary for instrumentation and controls system hardware maintenance services on as needed basis. The work will be performed in various locations throughout the County and will be assigned from time to time by written Work Order executed by the Assistant County Administrator (ACA) for Utilities Services as described in these Contract Documents.

ARTICLE 2 - ENGINEER

2.1 The Project is administered by:

Pasco County Utilities Department
Engineering and Contracts Management Department
Utilities Administration Building
19420 Central Blvd.
Land O' Lakes, Florida 34637

Who is hereinafter called Engineer and who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIME

- 3.1 This Agreement shall be in full force and effect starting on approval of BOCC, and continue for three consecutive years under the same prices, terms and conditions unless canceled in writing by Pasco County and if funds are available.
- 3.2 Each Work Order shall be completed within the time stipulated in the Work Order Form.
- 3.3 Liquidated Damages. The Contractor agrees that should the Contractor fail to complete the work as specified in any work as directed in the Work Order(s), the Contractor shall pay the Owner for delay and loss of use, and not as a penalty but as liquidated damages, the sum of One Hundred Dollars and 00/100 (\$100.00) for each calendar day after the date of completion listed in the Work Order. Default days shall be counted in calendar days, excluding Sundays and legal holidays.
- 3.4 Permitting the Contractor to continue and to finish the Work, or any part of it, after the expiration of the contract time(s) allowed, including extensions of time granted to the Contractor, shall in no way act as a waiver on the part of the Owner of the terms under the Agreement.

ARTICLE 4 - CONTRACT PRICE

- 4.1 The Owner shall pay the Contractor for completion of the Work designated on each individual Work Order in current funds in accordance with the Contract Documents.
- 4.2 Discounts for prompt payment requiring payment by the Owner within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the Owner of a correct invoice describing reasonable work allocable to the contract or after the date of acceptance of work that meets contract requirements, whichever event occurs later. Discounts for payment in less than forty-five (45) days will not be considered during evaluation for award, but may be taken if applicable after award.
- 4.3 All incidental costs, including allowances for profit and tools of the trade, must be included in the Contract bid prices.

ARTICLE 5 - PAYMENT PROCEDURES

- 5.1 Unless otherwise indicated in the bid documents, payment terms will be net forty-five (45) days. Terms not consistent with this provision are not acceptable and may be cause for rejection. Pasco County will pay the contractor within forty-five (45) days after the receipt of a correct invoice for reasonable work allocable to the contract or after the date of acceptance of work that meets contract requirements, whichever event occurs later. Payment(s) are considered effective on the date payment is mailed.
- 5.2 The Board has adopted Resolution No. 95-70, incorporating its Invoice Payment Procedures Policy in order to help ensure that Contractors providing goods and/or services to the Board receive payment in a timely manner and in accordance with

Chapter 218, Part VII, Florida Statutes, (the Florida Prompt Payment Act). A copy of Resolution No. 95-70 (which includes the policy) is available for viewing during normal business hours at the Office of the Pasco County Clerk of the Circuit Court; 38053 Live Oak Avenue; Department of Secretarial Services, Room 205; Dade City, Florida 33525. Copies of the Resolution may be obtained at a cost of \$1.20 (one dollar and twenty cents). Please make your check payable to Paula S. O'Neil, Ph.D, Clerk of the Circuit Court, and forward payment to the Department of Secretarial Services at the address noted above. For further information, please call (352) 521-4347.

- 5.3 Several payment options are available to successful Contractor, upon receipt of a proper invoice:
- 5.3.1 Check may be mailed to the remit address on the invoice. The check is mailed the day after Board approval.
 - 5.3.2 Check may be picked up in Dade City after 1:00 pm. The Contractor must pick up the check the day after Board approval. The successful bidder or contractor must call (352) 521-4599 for detailed instructions and forms.
 - 5.3.3 Payment may be wire-transferred to the Contractor's bank account. The Contractor must call (352) 521-4599 for detailed instructions and forms.

ARTICLE 6 - TERMINATION OF AGREEMENT

- 6.1 Owner may terminate or cancel this Agreement at its discretion and said termination shall be effective, with cause after written notice has been provided to the Contractor, or without cause by giving thirty (30) days prior written notice.
- 6.2 Following termination, Owner shall make a settlement with the Contractor upon a pro rata basis as determined by Owner, which shall fix the value of the Services performed by the Contractor prior to the termination or cancellation of this Agreement.

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- 7.1 Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
- 7.2 Contractor understands the estimate of quantities of the various items of work and materials, if set forth in the Proposal Form, is approximate only and is given solely to be used as a uniform basis for the comparison of Proposals. The quantities actually required to complete the work may be less or more than so estimated, and, if awarded a contract for the work specified, the Contractor agrees that he will not make any claim for damages or for loss of profits or for an extension of time because of a difference between the quantities of the various classes of work assumed for comparison of Proposals and quantities of work actually performed. The Owner further reserves the right to vary the quantities in any amount.

ARTICLE 8 - CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire Agreement between Owner and Contractor concerning the Work, consist of the following:

- 8.1 This Agreement.
- 8.2 Invitation to Bid.
- 8.3 Instructions to Bidders.
- 8.4 Conditions of Contract.
- 8.5 Proposal and Bid Forms.
- 8.6 Insurance Certificates.
- 8.7 Contract Forms
- 8.8 Specifications.
- 8.9 Exhibits.
- 8.10 Addenda numbers ___ to, ___ inclusive.
- 8.11 Documents submitted by Contractor prior to Notice of Award (Pages ___ to, _____ inclusive).
- 8.12 The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All written WORK ORDERS or authorizations; all written amendments; and all other documents amending, modifying, or supplementing the Contract Documents.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified, or supplemented as provided in the Conditions of Contract section of the Contract Documents.

ARTICLE 9 - SUBCONTRACTORS

- 9.1 The Contractor shall not sublet, assign, or transfer any Goods and/or Services specifically set forth under this Agreement without the prior written consent of the ACA. All persons used by the Contractor for fulfilling the requirements of this Agreement must be employees of the Contractor.

ARTICLE 10 - INDEMNIFICATION

- 10.1 The CONTRACTOR shall indemnify and hold harmless the COUNTY and the employees and agents of the COUNTY from, and against, all liabilities, claims, suits, demands, damages, losses, and expenses, including, but not limited to, attorneys' fees, arising out of, or resulting from, the performance of the Work, provided that any such liability, claim, suit, demand, damage, loss, or expense: (a) is attributable

to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and (b) is caused in whole or part by an act or omission of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

- 10.2 In any and all claims against the COUNTY, or against any of the agents or employees of the COUNTY, by any employee of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way as to the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under workmen's compensation acts, disability benefit acts, or other employee benefit acts.
- 10.3 The CONTRACTOR shall indemnify and hold harmless the COUNTY and anyone directly or indirectly employed by the COUNTY from and against all claims, suits, demands, damages, losses, and expenses including, but not limited to, attorneys' fees, arising out of any infringement of patent rights, copyrights, trademarks, trade dress, or other intellectual property rights held by others, and shall defend all such claims in connection with any alleged infringement of such rights.
- 10.4 The CONTRACTOR shall, at the option of the COUNTY, underwrite on an interim basis all expenses associated with the legal defense of the COUNTY, pending the outcome of any litigation through appeal, with respect to any liabilities, claims, suits, demands, damages, losses, and expenses, including, but not limited to, attorneys' fees, for which the CONTRACTOR may be liable to the COUNTY, in whole or in part, pursuant to 10.1 – 10.3 above, irrespective of whether said liabilities, claims, suits, demands, damages, losses, and expenses, including, but not limited to, attorneys' fees, may ultimately be found by a court of law to have been caused, in whole or in part, by the negligence or other fault of the COUNTY. In discharging this duty to the COUNTY, the CONTRACTOR shall strictly account to the COUNTY on a monthly basis for all expenditures so incurred. Upon the conclusion of any litigation through appeal, to the extent that the CONTRACTOR has been found less than fully liable for any liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, the COUNTY shall reimburse the CONTRACTOR for that portion of the reasonable costs of underwriting the legal defense of the COUNTY.
- 10.5 With respect to, and in consideration for, the indemnification provided herein by the CONTRACTOR, as well as the duty of the CONTRACTOR, at the option of the COUNTY, to underwrite the legal defense of the COUNTY pending the outcome of any litigation through appeal, the COUNTY agrees to pay to the CONTRACTOR, as separate consideration, the sum of \$100.00, the sufficiency and receipt of which is hereby acknowledged.
- 10.6 Notwithstanding any language to the contrary which may be contained herein, the ultimate duty of the CONTRACTOR to indemnify and hold the COUNTY harmless under this Article shall be limited to the extent that any liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, are caused by the negligence, recklessness, or intentional wrongful misconduct of the indemnifying party and persons employed or utilized by the indemnifying party in the performance of the construction contract.

ARTICLE 11 - MISCELLANEOUS

- 11.1 Contractor shall provide Goods and/or perform all Services under this Agreement as an independent contractor. Contractor shall not be considered an agent of Owner nor shall Contractor's subcontractors, suppliers, experts, or other persons, or organizations retained or utilized by the Contractor be considered agents of Owner.
- 11.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 11.3 Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.
- 11.4 The Contractor hereby guarantees all work performed in accordance with the terms of the Contract with Owner against defects due to faulty workmanship or materials for a period of 365 days from the date of acceptance. During the period of the guarantee, the Contractor agrees to make all repairs necessitated by reason of faulty workmanship or materials at no cost to the owner, subject to the following additional conditions.
- 11.4.1 This guarantee is in addition to factory warranties covering certain equipment where applicable under contract.
- 11.4.2 Nothing herein contained shall serve to modify or limit the obligations of the Contractor to faithfully fulfill and complete its obligations under the Contract.
- 11.4.3 Specifically excluded from this guarantee is maintenance of equipment or repair of any damage caused by normal wear and tear, fire, windstorm, or other casualties.
- 11.5 The Agreement shall be governed by and construed under the laws of the State of Florida.
- 11.6 Venue for any action arising under this Agreement shall lie in Pasco County, Florida, at the West Pasco Judicial Center.
- 11.7 Any notices or other writings permitted or required to be delivered as described and required under the provisions of this Agreement shall be delivered by sending the notice by Certified Mail, Return Receipt Requested, and addressed as follows:

If to Owner:

Pasco County Utilities
Engineering and Contracts Management Department
Utilities Administration Building
19420 Central Boulevard
Land O' Lakes, Florida 34637

Attention: Mr. Flip Mellinger
Assistant County Administrator, Utilities Services

If to the Contractor:

Benro Enterprises, Inc. DBA Rocha Controls
5025 West Rio Vista
Tampa, FL 33702

Attention: Raymond Rocha, President

ARTICLE 12 – LAW COMPLIANCE

Each party will comply will all applicable Federal, State and Local laws, rules, regulations and guidelines, related to performance under this Agreement. In particular, the Contractor verifies and affirms that it is in compliance with 8 USC Sec. 1324 prohibiting the employment either directly or by contract, subcontract or exchange of unauthorized aliens in the United States. The County will consider the employment of unauthorized aliens by any Contractor during the term of the Agreement a violation of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of t his Agreement by the County.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto, have caused these presents to be executed by their duly qualified representatives on the 28 day of Nov, 2017.

CONTRACTOR,

Rocha Controls

(Firm Name)

By: Raymond Rocha, Pres

Raymond Rocha
Name

(SEAL)

WITNESS:

Christina Villa
Christina Villa

Date: November 9, 2017



Paula S. O'Neil
Paula S. O'Neil, Ph.D.
Clerk & Comptroller

OWNER,
BOARD OF COUNTY COMMISSIONERS

By: [Signature]
CHAIRMAN

APPROVED
IN SESSION

Date: NOV 28 2017

PASCO COUNTY
BCC

**INSERT
CERTIFICATE OF INSURANCE**

Jennifer Vigo

From: Stephanie Perez
Sent: Thursday, October 26, 2017 2:10 PM
To: Jennifer Vigo
Cc: Sue Freeman
Subject: FW: 10/27/17: Benro Enterprises DBA Rocha Controls - IFB-JV-17-222 Instrumentation and Controls Systems Hardware Maintenance Services
Attachments: ACORD Form 20171023-081242.pdf

Hi, listed below are the insurers affording coverage on the Benro Enterprises, Inc DBA: Rocha Controls COI:

Insurer	NAIC / Other	Rating
Depositors Insurance Company (OH & IA)	42587	A + rated, FSC XV, Lic
FCCI Commercial Ins Co (FL)	33472	A rated, FSC X, Licens
Axis Insurance Company (GA & IL)	37273	A + rated, FSC XV, Lic
Lloyd's of London (Underwriters at Lloyd's as per FL Office of Insurance Regulation Website: FL Company Code: 07824)	AMB# 085202 AIIIN #: AA1122000 FL Company Code: 07824	A rated, FSC XV, Surp

After my review, the policies on the attached cert meet the AI / minimum requirements, and the insurers ratings are approved.

Thank you,

Stephanie Perez

Risk Management Intern
Pasco County BOCC
Phone: (727) 847-8028 ext: 10149
Mon-Thurs 8am-4pm Fri 8am-12pm
humanresources2@pascocountyfl.net

From: Jennifer Vigo
Sent: Monday, October 23, 2017 9:13 AM
To: Risk Management
Subject: 10/27/17: IFB-JV-17-222 Instrumentation and Controls Systems Hardware Maintenance Services

Hello,

Please review and approve.

Thank you,



Jennifer Vigo
Purchasing Agent
Purchasing Department
Pasco County
P 727 -847-8194, Ext. 8758



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/23/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CGB Insurance, LLC 2531 Green Forest Lane #101 Lutz FL 33558	CONTACT NAME: Audra Browder PHONE (A/C No. Ext): (813) 749-7948 E-MAIL ADDRESS: audra@cgbinsurance.com	FAX (A/C No.): (813) 200-2120
	INSURER(S) AFFORDING COVERAGE	
INSURED Benro Enterprises, Inc DBA: Rocha Controls PO BOX 20787 TAMPA FL 33622-0787	INSURER A: Depositors Insurance Co NAIC # 42587	
	INSURER B: FCCI A Commercial Insurance Company 33472	
	INSURER C: Axis Insurance	
	INSURER D: Lloyds of London	
	INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 2017-2018 Pkg/WC 3/7 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL (INSR) / SUBR (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	ACP3036483761	3/7/2017	3/7/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	ACP3036483761	3/7/2017	3/7/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0		ACP3036483761	3/7/2017	3/7/2018	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	WC17A72107	3/7/2017	3/7/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability		AE162146	6/17/2017	6/17/2018	Liability Limit 1,000,000
C	Cyber Liability		62144/01/2017	3/24/2017	3/27/2018	Liability Limit 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Bid No: IFB-JV-17-222 Instrumentation and Controls System Hardware Maintenance Service
Pasco County Board of County Commissioners is listed as additional insured.

CERTIFICATE HOLDER Pasco County Board of County Commissioners 8919 Government Dr New Port Richey, FL 34654	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE T Rogers/AMANDA



Department of State / Division of Corporations / Search Records / Detail By Document Number /

Detail by Entity Name

Florida Profit Corporation
BENRO ENTERPRISES, INC.

Filing Information

Document Number	P97000016505
FE/EIN Number	59-3425954
Date Filed	02/17/1997
State	FL
Status	ACTIVE

Principal Address

5025 W. RIO VISTA AVE
TAMPA, FL 33634

Changed: 02/20/2009

Mailing Address

P.O. BOX 45139
TAMPA, FL 33677

Changed: 05/22/2006

Registered Agent Name & Address

ROCHA, RAYMOND R
7910 BEASLEY RD
TAMPA, FL 33615

Address Changed: 05/06/2005

Officer/Director Detail

Name & Address

Title President

ROCHA, RAYMOND
PO BOX 45139
TAMPA, FL 33677

Title Secretary

Tyl, Mark
5025 W. RIO VISTA AVE
TAMPA, FL 33634

Annual Reports

Report Year	Filed Date
2016	03/01/2016
2017	01/19/2017
2017	04/26/2017

Document Images

04/26/2017 -- AMENDED ANNUAL REPORT	View image in PDF format
01/19/2017 -- ANNUAL REPORT	View image in PDF format
03/01/2016 -- ANNUAL REPORT	View image in PDF format
01/10/2015 -- ANNUAL REPORT	View image in PDF format
10/23/2014 -- AMENDED ANNUAL REPORT	View image in PDF format
03/17/2014 -- ANNUAL REPORT	View image in PDF format
11/06/2013 -- AMENDED ANNUAL REPORT	View image in PDF format
03/23/2013 -- ANNUAL REPORT	View image in PDF format
04/07/2012 -- ANNUAL REPORT	View image in PDF format
02/15/2011 -- ANNUAL REPORT	View image in PDF format
01/28/2010 -- ANNUAL REPORT	View image in PDF format
02/20/2009 -- ANNUAL REPORT	View image in PDF format
02/10/2008 -- ANNUAL REPORT	View image in PDF format
01/25/2007 -- ANNUAL REPORT	View image in PDF format
01/16/2006 -- ANNUAL REPORT	View image in PDF format
05/06/2005 -- ANNUAL REPORT	View image in PDF format
04/08/2004 -- ANNUAL REPORT	View image in PDF format
03/18/2003 -- ANNUAL REPORT	View image in PDF format
04/01/2002 -- ANNUAL REPORT	View image in PDF format
04/27/2001 -- ANNUAL REPORT	View image in PDF format
03/28/2000 -- ANNUAL REPORT	View image in PDF format
04/29/1999 -- ANNUAL REPORT	View image in PDF format
03/17/1998 -- ANNUAL REPORT	View image in PDF format
02/17/1997 -- Domestic Profit Articles	View image in PDF format

Printed: 04/26/2017 10:00 AM EDT