


S H I P T O	AIRPORTS (561) 471-7492 AIRPORT MAINTENANCE 3700 BELVEDERE RD, P.B.I.A. BUILDING "D" WEST PALM BEACH FL 33406  ATTN: VIRGIL SKEEN	Contract Delivery Order		KDO 120 10032400000000000054	
	I S S U E D T O		BOARD OF COUNTY COMMISSIONERS		<b>IMPORTANT</b>  THE ABOVE NUMBER MUST APPEAR ON ALL SHIPPING LABELS, PACKING SLIPS, TRANSPORT DOCUMENTS, INVOICES AND CORRESPONDENCE.
			Send Original Invoice To		
			BOARD OF COUNTY COMMISSIONERS PALM BEACH COUNTY FINANCE DEPT. P.O. BOX 4036 WEST PALM BEACH, FL 33402-4036 TELEPHONE: 561-355-2912		
Universal Protection Services LLC Allied Universal Security Services 1645 Palm Beach Lakes Blvd Suite 600 West Palm Beach FL 33401-2204 USA Alessandro Frittitta Alessandro.Frittitta@AUS.com 5615177990		ORDER DATE 10-04-2024	DELIVERY DATE 07-10-2025	F.O.B. As Specified	
		VENDOR NUMBER VS0000018012		VENDOR ADDRESS AD00000000003	VENDOR CONTACT PC00000000003
				AGREEMENT NUMBER KMA 680 23063	

ITEM	QUANTITY	UNIT	COMMODITY CODE	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	10000.00000	HR	99046	Uniformed Security Guard III -PBIA Year 2 Year 2 Lot #3 Palm Beach County International Airport (PBIA) . *PBIA - EAST GATE* (L-1)  CONTRACT START DATE: 7.11.2023 - END DATE: 7.10.2025 FY2025 (10.01.2024 - 07.10.2025) 9 MONTHS MR30440 . SDS: Not Required	25.790000	257,900.00
2	3000.00000	HR	99046	Uniformed Security Guard III -PBIA Year 2 Year 2 Lot #3 Palm Beach County International Airport (PBIA) . *PBIA - INSIDE TERMINAL* (L-2) SDS: Not Required	25.790000	77,370.00

TAX EXEMPTION INFORMATION	STATE TAX EXEMPTION NUMBER 85-8012622286C-8 FEDERAL EXCISE TAX EXEMPTION NUMBER 59-74-0344K EXEMPTION CERTIFICATES WILL BE MAILED UPON REQUEST	ISSUER Ydiel Sanchez EMAIL: ydsanchez@pbia.org	TELEPHONE 561-471-7425 EXT:  ORDER TOTAL 410,061.00
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NOTES TO VENDOR:


1. To receive payment, Vendor's Legal Name; Address, & TIN/FEIN on its Invoice must be exactly as it is on its bid/quote/ response AND in the County's VSS system @ <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. Failure to comply, may result in a delay in payment.
2. To receive payment by credit card, contact the Clerk & Comptroller's Office via email @ [pbcpaymentmgr@mypalmbeachclerk.com](mailto:pbcpaymentmgr@mypalmbeachclerk.com).
3. Unless agreed to otherwise, the County's Standard Terms & Conditions located at @ <http://discover.pbcgov.org/Purchasing> are incorporated herein by reference. Additional Terms & Conditions may be noted in this order when applicable.
4. Unless agreed to otherwise, the County's Federal Standard Terms & Conditions for goods or services purchased with Federal funds located at @ <http://discover.pbcgov.org/Purchasing> are incorporated herein by reference. Additional Terms & Conditions may be noted in this order when applicable.

P.B.C. PURCHASING DEPARTMENT  
50 S. MILITARY TRAIL, SUITE 110  
WEST PALM BEACH, FL 33415-3199  
PHONE: (561) 616-6800

RESP. DEPT: 120  
PRINT DATE: 10/04/24

UNIT: 2280

PAGE NUMBER: 1 OF 3

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3	2000.00000	HR	99046	Uniformed Security Guard III -PBIA Year 2 Year 2 Lot #3 Palm Beach County International Airport (PBIA) *PBIA - LONG-TERM PARKING GARAGE* (L-3) SDS: Not Required	25.790000	51,580.00
4	300.00000	HR	99046	Uniformed Security Guard III- PBIA Holiday Rate- Year 2 Year 2 Holiday rate (Lot 3 PBIA) *PBIA - EAST GATE* (L-4) SDS: Not Required	38.685000	11,605.50
5	150.00000	HR	99046	Uniformed Security Guard III- PBIA Holiday Rate- Year 2 Year 2	38.685000	5,802.75

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ITEM	QUANTITY	UNIT	COMMODITY CODE	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
6	150.00000			Holiday rate (Lot 3 PBIA) . *PBIA - INSIDE TERMINAL* (L-5) SDS: Not Required HR 99046 Uniformed Security Guard III- PBIA Holiday Rate- Year 2 Year 2 Holiday rate (Lot 3 PBIA) . *PBIA - LONG-TERM PARKING GARAGE* (L-6) SDS: Not Required	38.685000	5,802.75

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RESP. DEPT: 120 UNIT: 2280  
PRINT DATE: 10/04/24

**CONTRACT FOR  
UNIFORMED SECURITY GUARD SERVICES, JUDICIAL AND  
GENERAL FACILITIES**  
(Contract No. 23-063/LAC)

JUL 11 2023

R2023 0834

This Contract No. 23-063/LAC is made as of this 13 day of June, 2023, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and Universal Protection Service, LLC d/b/a Allied Universal Security Services, 1645 West Palm Beach Lakes Blvd., Suite #600, West Palm Beach, FL 33401, a limited liability company authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR.

In consideration of the mutual promises contained herein, the COUNTY and the CONTRACTOR agree as follows:

**ARTICLE 1 - SERVICES**

The CONTRACTOR's responsibility under this Contract is to provide Uniformed Security Guard Services, Judicial and General Facilities services to the Facilities Development and Operations Department in accordance with Exhibit A, Scope of Work/Services, Exhibit B, CONTRACTOR's proposal dated April 17, 2023, amended by the CONTRACTOR'S BAFO dated May 3, 2023, all of which are attached hereto and incorporated herein.

The COUNTY's representative/liaison during the performance of this Contract shall be Gilbert Morales, Director, Electronic Services and Security Division, telephone number (561) 233-0808 or designee.

The CONTRACTOR's representative/liaison during the performance of this Contract shall be Robert Chambers, Florida Regional Vice President, telephone number (954) 649-6639 or designee.

**ARTICLE 2 - ORDER OF PRECEDENCE**

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of the Contract, including Exhibits A and C; (2) the provisions of RFP No. 23-063/LAC and all Amendments thereto, which are incorporated into and made a part of this Contract, (3) Exhibit B, CONTRACTOR's proposal dated April 17, 2023, amended by the CONTRACTOR's BAFO dated May 3, 2023; and (4) all other documents, if any, cited herein or incorporated herein by reference.

**ARTICLE 3 - SCHEDULE**

The CONTRACTOR shall commence services on July 11, 2023, and complete all services by July 10, 2025 with three (3) one (1) year options for renewal at the sole



discretion of the COUNTY.

Reports and other items shall be delivered and/or completed in accordance with Exhibit A.

#### **ARTICLE 4 - PAYMENTS TO CONTRACTOR**

- A. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total Contract amount of Seventeen Million Six Hundred Sixty-Eight Thousand Five Hundred Sixty-Seven Dollars and Ninety-Six cents (\$17,668,567.96).

The hourly rates for levels of Security Guard Services for each year of the Initial Term of the Contract and for each of the three (3) one (1) year renewals are attached hereto as part of Exhibit D.

The CONTRACTOR shall notify the COUNTY's representative, in writing, when ninety percent (90%) of the "not-to-exceed amount" has been reached. The CONTRACTOR will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit B for services rendered toward the completion of the Scope of Work/Services. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

- B. CONTRACTOR shall send **ALL ORIGINAL** invoices to: PALM BEACH COUNTY FINANCE DEPT., P.O. BOX 4036, WEST PALM BEACH, FL 33402-4036, with a copy to the COUNTY's representative. Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the COUNTY's representative, indicating that services have been rendered in conformity with the Contract. Approved invoices will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following approval by the COUNTY's representative. Invoices submitted on carbon paper shall not be accepted. In order for the COUNTY to make payment, the CONTRACTOR must ensure that the following information included on Appendix \_\_, Business Information and Experience, of Exhibit B, CONTRACTOR's proposal, must be exactly the same as it appears on the invoice and in the COUNTY's Vendor Self Service (VSS) System, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>: Vendor's Legal Name, Vendor's Address, and Vendor's TIN/FEIN Number.
- C. Final Invoice: In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's final/last billing to the COUNTY. This shall constitute CONTRACTOR's certification that all services have been properly performed and all charges and costs have been invoiced to the COUNTY. Any further charges, if not properly included on this final invoice, are waived by the CONTRACTOR.

- D. In order to do business with Palm Beach County, CONTRACTORS are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) System, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If CONTRACTOR intends to use subcontractors/subconsultants, CONTRACTOR must also ensure that all subcontractors/subconsultants are registered as contractors/consultants in VSS. All subcontractor/subcontractor agreements must include a contractual provision requiring that the subcontractor/subconsultant register in VSS. COUNTY will not finalize a contract award until the COUNTY has verified that the CONTRACTOR and all of its subcontractors/subconsultants are registered in VSS.

#### **ARTICLE 5 - PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS**

Pursuant to Palm Beach County Code, Section 2-421 - 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed COUNTY contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the COUNTY, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, F.S., in the same manner as a second degree misdemeanor.

#### **ARTICLE 6 - PERFORMANCE AND PAYMENT BOND**

The CONTRACTOR shall furnish, to the COUNTY, a Performance and Payment Bond or Clean Irrevocable Letter of Credit in a dollar amount equal to twenty percent (20%) of the Total Offer specified on Appendix A, Price Proposal Page(s), as listed in Exhibit B, CONTRACTOR's proposal, attached hereto and incorporated herein, prior to commencement of work, and shall keep the same in force and effect during the entire term of this Contract.

The CONTRACTOR shall furnish a Performance and Payment Bond in a form and format satisfactory to the COUNTY as security for the faithful performance of the Contract resulting from the award of RFP No. 23-063/LAC and for the payment of all persons performing labor or furnishing material in connection with the Contract and for the payment of all costs incurred by the COUNTY to obtain a replacement contract, in the event the successful proposer fails to perform as required under said Contract. The term "Cost" as used herein shall include all fees, costs, and expenses arising out of the successful proposer's failure to perform the contract whether direct, indirect, actual, consequential, or incidental and shall include attorney's fees and costs, expert witness fees and expenses, and all time incurred by Palm Beach COUNTY. In addition, the



Performance and Payment Bond shall fully comply with the COUNTY's requirements and format as set forth in Palm Beach COUNTY PPM #CW-F-056, the terms of which are incorporated herein by reference.

The Performance and Payment Bond is to ensure the faithful performance of all the requirements of the Contract (RFP No. 23-063/LAC) including the payment of subcontractors, and to save, defend, indemnify, and hold harmless the COUNTY from any and all damages, costs, fees, and expenses, either directly or indirectly arising out of any failure to perform the Contract. The Bond shall be issued by a company authorized to do business in the State of Florida and having a currently valid certificate of authority and bonding capacity as issued by the United States Department of Treasury under 31 U.S.C. 9304-9308. Bond Company shall meet all requirements/regulations set forth under the Florida Insurance Commissioner's Office. The successful proposer shall verify, prior to execution of the Contract, the acceptability of the surety provided thereunder. The attorney-in-fact who signs the Bond must file, with the Bond, a certificate and effective dated copy of power of attorney. The successful proposer must furnish the executed bond prior to the COUNTY's approval of Contract.

A cashier's check or Letter of Credit from a financial institution with a rating deemed acceptable by the COUNTY, may be provided in lieu of the Performance and Payment Bond provided that the form, format, and terms of coverage are acceptable to the COUNTY. The terms of coverage of a Letter of Credit shall be substantially the same as that required of the Performance and Payment Bond, and the Letter of Credit shall be issued by an institution that offers security similar to that of a bonding company. In addition, the Letter of Credit shall fully comply with the COUNTY's requirements set forth in Palm Beach County PPM #CW-F-055; and, the face of the Letter of Credit shall be in the format described in PPM #CW-F-055, the terms of which are incorporated herein by reference. In the event of any conflict between the terms of the RFP and PPM #CW-F-055, the latter shall control.

Proposers interested in submitting a Letter of Credit in lieu of the Performance and Payment Bond may obtain a copy of PPM #CW-F-055 from the Contact Person identified in Section 1.9 above.

#### **ARTICLE 7 - TRUTH-IN-NEGOTIATION CERTIFICATE/MOST FAVORED CUSTOMER**

Signature of this Contract by the CONTRACTOR shall also constitute the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete, and current as of the date of the Contract and no higher than those charged the CONTRACTOR's most favored customer for the same or substantially similar service.

The said rates and costs may be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete, or noncurrent wage rates or due to inaccurate representation(s) of fees paid

to outside contractors. The COUNTY shall exercise its rights under this Article 7 within three (3) years following final payment.

Furthermore, the CONTRACTOR warrants that the price(s) may not exceed the CONTRACTOR's price(s) extended to its most favored customer for the same or similar goods or services in similar quantities, or the current market price, whichever is lower. In the event the CONTRACTOR offers more favorable pricing to one of its customer(s), the CONTRACTOR may extend to the COUNTY the same pricing or the then current market price, whichever is lower.

#### **ARTICLE 8 - TERMINATION**

- A. This Contract may be terminated by the CONTRACTOR upon sixty (60) days prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONTRACTOR.
- B. This Contract may also be terminated, in whole or in part, by the COUNTY, **with cause** upon five (5) business days written notice to the CONTRACTOR or **without cause** upon ten (10) business days written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for services rendered to the COUNTY's satisfaction through the date of termination.
- C. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the CONTRACTOR shall:
  - 1. Stop work on the date and to the extent specified.
  - 2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
  - 3. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
  - 4. Continue and complete all parts of the work that have not been terminated.

#### **ARTICLE 9 - PERSONNEL**

The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereinunder shall be performed by the CONTRACTOR, or under its supervision, and all personnel engaged in performing the services shall be fully



qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONTRACTOR's key personnel, as may be listed in Exhibit B, CONTRACTOR's proposal, attached hereto and incorporated herein, must be made known to the COUNTY's representative and written approval must be granted by the COUNTY's representative before said change or substitution can become effective.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the CONTRACTOR's personnel (and all subcontractors) will comply with all COUNTY requirements governing conduct, safety, and security while on COUNTY premises.

#### **ARTICLE 10 - CRIMINAL HISTORY RECORDS CHECK**

##### **A. LOTS #1, 2, 4 AND 5**

The CONTRACTOR, CONTRACTOR's employees, subcontractors of CONTRACTOR and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 – 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolutions R-2013-1470 and R-2015-0572, as amended. The CONTRACTOR is solely responsible for understanding the financial, schedule, and/or staffing implications of this Ordinance. Further, the CONTRACTOR acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Contract may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and above referenced Resolutions, as amended. COUNTY staff representing the COUNTY department will contact the CONTRACTOR(s) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The CONTRACTOR shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the contract and return them to the COUNTY. If the CONTRACTOR or its subcontractor(s) terminates an employee who has been issued a badge, the CONTRACTOR must notify the COUNTY within two (2) hours. At the time of termination, the CONTRACTOR shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the CONTRACTOR if the CONTRACTOR: 1) does not comply with the requirements of County Code



Section 2-371 – 2-377, as amended; 2) does not contact the COUNTY regarding a terminated CONTRACTOR employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

**B. LOT # 3 Palm Beach International Airport**

All individuals working at the Palm Beach International Airport ("PBIA") must pass a Criminal History Records Check ("CHRC"). Each individual requesting unescorted access authority onto the PBIA Security Identification Display Area ("SIDA"), Sterile Area and the Air Operations Area ("AOA"), will be required to submit to a finger-print based CHRC that does not disclose that the individual has a disqualifying criminal offense as defined in 49 CFR 1542.209. When determining if an individual will be granted unescorted access, the Department of Airports' Security Office ("Airport Security Office") will apply the regulations set forth in 49 CFR 1542 and any directives, policies or procedures established by the Transportation Security Administration thereunder. Fingerprinting will be conducted electronically by the Airport Security Office and submitted to the FBI after being reviewed by the designated clearinghouse.

The CONTRACTOR shall be responsible for payment of all applicable fees related to the CHRC, including, but not limited to, fingerprinting and badge fees. All badges must be returned to the Airport Security Office upon termination of services or removal of any employees due to a security violation. The Transportation Security Administration will take legal enforcement against persons (employees/employer) making any fraudulent or intentionally false statement or entry on any security program, record, application, report, access, or identification media, or any other document that is kept, made or used to show compliance with the CHRC requirements. The term "persons" includes an individual, firm, partnership, corporation, company, association, joint-stock association, or governmental entity. The COUNTY reserves the right to suspend the CONTRACTOR, subject to the requirements of the Ordinance, that: 1) is not in compliance with the requirements of County Code Section 2-371 through 2-377, as amended; OR 2) does not immediately contact the COUNTY regarding a badged CONTRACTOR employee or Subcontractor employee that has been terminated.

The fees are as follows: Criminal History Records Check and fingerprinting - \$40.00 (company check, credit card or money order only), Annual badge fee - \$15.00, Recurrent background check every two years \$40.00, Lost badge replacement - \$75.00, Non-returned badges fee \$100.00. The CONTRACTOR shall be responsible for these fees. In addition, all badges must be returned to the Airport Security Office upon termination of services or removal of any employees due to security violations.

The Transportation Security Administration will take legal enforcement against persons (employees/employer) making any fraudulent or intentional false statements or entry on any security program, record application, report, access, or

identification media, or any other document that is kept, made or used to show compliance. This applies to all "persons" meaning an individual, firm partnership, corporation, company, association, joint-stock association, or governmental entity.

1. The CONTRACTOR, its subcontractors, and all their employees shall be subject to all rules, regulations, policies and procedures pertaining to security at (PBI A). Any Violation or disregard for rules, regulations or policies may be cause for immediate termination.
2. All personnel, vehicles, materials, tools, packages etc., brought onto and/or removed from Airport property may be subject to inspection by a Security Officer. Firearms, explosives and prohibited items defined by The Department of Homeland Security shall NOT be brought onto the Airport's property. VIOLATORS WILL BE PROSECUTED.
3. All CONTRACTOR's employees shall have in their possession a valid security badge with the Escort designation. The CONTRACTOR shall be responsible for, at its own expense, obtaining the proper security clearance, fingerprinting, training, badges required to access the restricted areas of the airport including the Air Operations Area (AOA), Security Identification Display Area (SIDA), Identification badges issued by the Airport must be visibly worn at all times while in the SIDA. The CONTRACTOR's employees, including new hires, must be legal to work in the United States. The CONTRACTOR shall confirm citizenship of all foreign-born employees and alien numbers (Green Card), if not US citizen. PBI A Security Office is located on level two in the main terminal facility (561-471-7481).

#### **ARTICLE 11 - SUBCONTRACTING**

The COUNTY reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONTRACTOR is encouraged to seek additional small business enterprises (SBEs) for participation in subcontracting opportunities. If the CONTRACTOR uses any subcontractors on this project, the following provisions of this Article shall apply:

- A. If the CONTRACTOR uses subcontractors, CONTRACTOR must ensure that all subcontractors are registered as vendors in the COUNTY's Vendor Self Service System. All subcontractor agreements must include a contractual provision requiring that the subcontractor register in the COUNTY's Vendor Self Service System.
- B. If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely



fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

## **ARTICLE 12 - EQUAL BUSINESS OPPORTUNITY PROGRAM COMPLIANCE - PENALTIES**

It is the policy of the Board of County Commissioners that all segments of its business population including, but not limited to, small, local, minority and women owned businesses, have an equitable opportunity to participate in the COUNTY's procurement process, prime contract and subcontract opportunities. In pursuance of that policy, the Board of County Commissioners adopted an Equal Business Opportunity (EBO) Ordinance which is codified in Sections 2-80.20 through 2-80.30 (as may be amended) of the Palm Beach County Code. The EBO Ordinance sets forth the COUNTY's requirements for the EBO program, and is incorporated herein and made part of this Contract. Non-compliance with the EBO Ordinance must be corrected within fifteen (15) days of notice of non-compliance. Failure to comply with the EBO Ordinance may result in any of the following penalties:

- Suspension of Contract;
- Withholding of funds;
- Termination of the Contract based upon a material breach of contract pertaining to the EBO Program compliance;
- Suspension or debarment of CONTRACTOR from eligibility for providing goods or services to the COUNTY for a period not to exceed three (3) years; and
- Liquidated damages equal to the difference in dollar value of S/M/WBE participation as committed to in the Contract, and the dollar value of S/M/WBE participation as actually achieved, if applicable.

The CONTRACTOR must adhere to the Affirmative Procurement Initiatives (APIs), if any, as incorporated herein as Exhibit C. Failure to comply with this Article 12 is a material breach of this Contract.

- i. Information on EBO Schedules 3(A) and 4, or as otherwise required by EBO, and, when the EBO portal is available, input subcontractor payment information directly into the COUNTY's contract management system.

CONTRACTOR shall pay subcontractors undisputed amounts within ten (10) days after COUNTY pays the CONTRACTOR. In the event of a disputed invoice, the CONTRACTOR shall send the subcontractor(s) and COUNTY a written notice of the dispute within five (5) days after receipt of the subject invoice.

- ii. CONTRACTOR must notify the Office of EBO of changes in S/M/WBE utilization and get prior approval for any substitutions.

The CONTRACTOR agrees to pay its subcontractors/subconsultants in compliance with the Florida Prompt Payment Act. In the event CONTRACTOR fails to comply with payments(s) to its subcontractors/subconsultants in accordance with the Florida Prompt

Payment Act, CONTRACTOR shall be subject to any and all penalties and sanctions available under the terms of the EBO Program, its contract with the COUNTY, or any other applicable law.

The Office of EBO has the right to review CONTRACTOR's records and interview subcontractors/subconsultants.

**Failure to comply with this Article 12 is a material breach of this Contract.**

### **ARTICLE 13 - FEDERAL AND STATE TAX**

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will provide an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONTRACTOR authorized to use the COUNTY's Tax Exemption Number in securing such materials.

The CONTRACTOR shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

### **ARTICLE 14 - AVAILABILITY OF FUNDS**

The COUNTY's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Board of County Commissioners for subsequent fiscal years.

### **ARTICLE 15 - INSURANCE REQUIREMENTS**

Prior to execution of this Contract, the CONTRACTOR shall provide evidence of the following minimum required insurance coverage and limits (such as through a Certificate of Insurance) to COUNTY, c/o Purchasing Department, 50 South Military Trail, Suite 110, West Palm Beach, FL 33415, Attention: Lynn Clavette, Senior Buyer, until otherwise notified by the COUNTY.

The CONTRACTOR shall maintain at its sole expense, in force and effect, at all times during the term of this Contract, insurance coverage and limits (including endorsements) as described herein. Failure to maintain the required insurance shall be considered default of the Contract. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONTRACTOR under the Contract. CONTRACTOR agrees to notify the COUNTY at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage shall apply on a primary and non-contributory basis.

- A. **Security Guard Commercial General Liability / Professional (E&O) Liability:**  
CONTRACTOR shall maintain Security Guard Commercial General Liability and



Security Guard Professional (E&O) Liability. These coverages may be provided by the same policy or written separately. When the two coverages are provided by the same policy the higher limit, including specified coverages and conditions, shall apply. The following coverages, limits and conditions shall be maintained:

Commercial General Liability shall have a minimum limit of **\$3,000,000** per occurrence combined single limit for bodily injury and property damage liability. Coverage shall include, but not limited to, Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability, and Broad Form Property Damage.

Security Guard Professional E&O Liability shall have a minimum limit of **\$3,000,000** per occurrence combined single limit. The coverage shall include, but not be limited to, Personal Injury, Assault & Battery, False Arrest, & Firearms. A self-insured retention shall not be greater than **\$10,000**, unless approved by the County's Risk Management Department. When written on a "Claims-Made" basis, the CONTRACTOR shall agree to purchase and pay for any Supplemental Extended Reporting Period offered for a time limit not less than three (3) years.

A combination primary and excess layered program may satisfy the limit requirement.

- B. **Additional Insured Clause:** Except as to Business Auto, Workers' Compensation and Employer's Liability (and Professional Liability, when applicable) the Certificate(s) of Insurance shall clearly confirm that coverage required by the Contract has been endorsed to include Palm Beach County and the Sheriff as an Additional Insureds.

The additional insured shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents. Ric L. Bradshaw, Sheriff of Palm Beach County, the Palm Beach County Sheriff's office, its Officers, Agents and Employees must also be listed as additional insured. Coverage shall be provided on a primary basis.

- C. **Business Auto Liability:** CONTRACTOR shall maintain Business Auto Liability at a limit of liability not less than **\$500,000** Each Occurrence for all owned, non-owned, and hired automobiles. In the event CONTRACTOR owns no automobiles, the Business Auto Liability requirement shall be amended allowing CONTRACTOR to maintain only Hired & Non-Owned Auto Liability and shall provide either an affidavit or a letter on company letterhead signed by the CONTRACTOR indicating either the CONTRACTOR does not own any vehicles, and if vehicles are acquired throughout the term of the Contract, CONTRACTOR agrees to purchase "Owned Auto" coverage as of the date of acquisition. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.



- D. **Workers' Compensation Insurance & Employer's Liability:** CONTRACTOR shall maintain Workers' Compensation & Employer's Liability in accordance with Florida Statute Chapter 440.
- E. **Waiver of Subrogation:** CONTRACTOR hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.
- F. **Certificates of Insurance:** Prior to each subsequent renewal of this Contract, within forty-eight (48) hours of a request by COUNTY, and subsequently, prior to expiration of any of the required coverage throughout the term of this Agreement, the CONTRACTOR shall deliver to the COUNTY a signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Contract have been obtained and are in force and effect. The Certificate Holder shall read:

Palm Beach County Board of County Commissioners  
Insurance Compliance  
PO Box 100085 - DX  
Duluth, GA 30096

- G. **Right to Revise or Reject:** COUNTY, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

#### **ARTICLE 16 - INDEMNIFICATION**

CONTRACTOR shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officials harmless from and against any and all claims, liability, loss, expense, cost, damages, or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of CONTRACTOR.

#### **ARTICLE 17 - SUCCESSORS AND ASSIGNS**

The COUNTY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONTRACTOR shall assign, sublet, convey, or transfer its interest in this Contract, without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.

#### **ARTICLE 18 - REMEDIES**

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law, or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or CONTRACTOR.

#### **ARTICLE 19 - CONFLICT OF INTEREST**

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Chapter 112, Part III, F.S. and the Palm Beach County Code of Ethics. The CONTRACTOR further represents that no person having any conflict of interest shall be employed for said performance or services.

The CONTRACTOR shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence, or appear to influence, the CONTRACTOR's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONTRACTOR. The COUNTY agrees to notify the CONTRACTOR of its opinion by certified mail within thirty (30) days of receipt of notification by the CONTRACTOR. If, in the opinion of the

COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the COUNTY shall so state in the notification and the CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONTRACTOR under the terms of this Contract.

#### **ARTICLE 20 - PERFORMANCE DURING EMERGENCIES / EXCUSABLE DELAYS**

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONTRACTOR, or its subcontractor(s), and without their fault or negligence. Such causes include, but are not limited to: acts of God; force majeure; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONTRACTOR's request, the COUNTY shall consider the facts and extent of any failure to perform the work; and, if the CONTRACTOR's failure to perform was without it or its subcontractors' fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY's rights to change, terminate, or stop any or all of the work at any time.

Notwithstanding anything in the foregoing to the contrary, the CONTRACTOR agrees and promises that, immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, the COUNTY shall be given "first priority" for all goods and services under this Contract. CONTRACTOR agrees to provide all goods and services to the COUNTY immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, at the terms, conditions, and prices as provided in this Contract on a "first priority" basis. CONTRACTOR shall furnish a 24-hour phone number to the COUNTY. Failure to provide the goods or services to the COUNTY on a first priority basis immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, shall constitute breach of Contract and subject the CONTRACTOR to sanctions from doing further business with the COUNTY.

#### **ARTICLE 21 - ARREARS**

The CONTRACTOR shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

#### **ARTICLE 22 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The CONTRACTOR shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

The CONTRACTOR agrees that copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings or data relating to this Contract which have been created as a part of the CONTRACTOR's services or authorized by the COUNTY as a reimbursable expense, whether generated directly by the CONTRACTOR or by or in conjunction or consultation with any other party whether or not a party to this Contract, whether or not in privity of contract with the COUNTY or CONTRACTOR, and wherever located shall be the property of the COUNTY.

To the extent allowed by Chapter 119, F.S., all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY, or at its expense, will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the COUNTY's prior written consent, unless required by a lawful court order. All drawings, maps, sketches, programs, data bases, reports and other data developed or purchased under this Contract for the COUNTY, or at the COUNTY's expense, shall be and remain the COUNTY's property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

#### **ARTICLE 23 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The CONTRACTOR is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent Contractor and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR's relationship, and the relationship of its employees, to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, agreement, or representation other than specifically provided for in this Contract.

#### **ARTICLE 24 - CONTINGENT FEE**

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the



CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

#### **ARTICLE 25 - PUBLIC RECORDS, ACCESS AND AUDITS**

The COUNTY shall have the right to request and review CONTRACTOR's books and records to verify CONTRACTOR's compliance with this Contract, adherence to the EBO Program and its proposal. The COUNTY shall have the right to interview subcontractors and workers at the work site to determine Contract compliance. The CONTRACTOR shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of the Contract. CONTRACTOR shall retain all books and records pertaining to this Contract, including, but not limited to, subcontractor payment records, for five (5) years after project completion date. The COUNTY and the Palm Beach County Inspector General shall have access to such records as required in this Article for the purpose of inspection or audit during normal business hours, in Palm Beach County at any reasonable time during the five (5) years.

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the CONTRACTOR: **(i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2), F.S.**, the CONTRACTOR shall comply with the requirements of Section 119.0701, F.S., as it may be amended from time to time. The CONTRACTOR is specifically required to:

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this Contract.
- B. Upon request from the COUNTY's Custodian of Public Records (COUNTY's Custodian) or COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, 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 in Chapter 119 or as otherwise provided by law. The CONTRACTOR further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- 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 the CONTRACTOR does not transfer the records to the public agency. Nothing contained herein shall prevent the disclosure of or the provision of records to the COUNTY.
- D. Upon completion of the Contract, the CONTRACTOR shall transfer, at no cost to the COUNTY, all public records in possession of the CONTRACTOR unless



notified by COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, to keep and maintain public records required by the COUNTY to perform the service. If the CONTRACTOR transfers all public records to the COUNTY upon completion of the Contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically by the CONTRACTOR must be provided to COUNTY, upon request of the COUNTY's Custodian or the COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

CONTRACTOR acknowledges that it has familiarized itself with the requirements of Chapter 119, F. S., and other requirements of state law applicable to public records not specifically set forth herein. Failure of the CONTRACTOR to comply with the requirements of this Article, Chapter 119, F.S. and other applicable requirements of state law, shall be a material breach of this Contract. COUNTY shall have the right to exercise any and all remedies available to it for breach of contract, including but not limited to, the right to terminate for cause.

**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, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT [RECORDSREQUEST@PBCGOV.ORG](mailto:RECORDSREQUEST@PBCGOV.ORG) OR BY TELEPHONE AT 561-355-6680.**

#### **ARTICLE 26 - NON-DISCRIMINATION**

##### **A. Employer Non-Discrimination**

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R-2017-1770, as may be amended, the CONTRACTOR warrants and represents that throughout the term of the Contract, including any renewals thereof, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

**B. Commercial Non-Discrimination**

As a condition of entering into this Contract, the CONTRACTOR represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the CONTRACTOR shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the CONTRACTOR retaliate against any person for reporting instances of such discrimination. The CONTRACTOR shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY's relevant marketplace in Palm Beach County. The CONTRACTOR understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONTRACTOR shall include this language in its subcontracts.

**ARTICLE 27 - AUTHORITY TO PRACTICE**

The CONTRACTOR hereby represents and warrants that it has, and will continue to maintain, all licenses and approvals required to conduct its business; and, that it will, at all times, conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

**ARTICLE 28 - SEVERABILITY**

If any term or provision of this Contract or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

**ARTICLE 29 - PUBLIC ENTITY CRIMES**

As provided in F.S. 287.132-133, by entering into this Contract or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).



### **ARTICLE 30 - SCRUTINIZED COMPANIES**

- A. As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the COUNTY.
- B. **When contract value is greater than \$1 million:** As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by CONTRACTOR, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal.

### **ARTICLE 31 - MODIFICATIONS OF WORK**

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein, or additions thereto. Upon receipt by the CONTRACTOR of the COUNTY's notification of a contemplated change, the CONTRACTOR shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change; (2) notify the COUNTY of any estimated change in the completion date; and (3) advise the COUNTY if the contemplated change shall affect the CONTRACTOR's ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs, in writing, the CONTRACTOR shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY's decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment, and the CONTRACTOR shall not commence work on any such change until such written amendment is signed by the CONTRACTOR and approved and executed on behalf of Palm Beach County.

### **ARTICLE 32 - NOTICE**

All notices required in this Contract shall be sent by certified mail (return receipt requested), hand delivered, or sent by other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Melody Thelwell, Director  
Purchasing, Palm Beach County  
50 South Military Trail, Suite 110  
West Palm Beach, FL 33415

With a copy to:

Isami Ayala-Collazo, Director  
Facilities Development and  
Operations Palm Beach County  
2633 Vista Parkway  
West Palm Beach, FL 33411

If sent to the CONTRACTOR, notices shall be addressed to:

Robert Chambers  
Florida Regional Vice President  
Universal Protection Service, LLC  
d/b/a Allied Universal Security Services  
1645 West Palm Beach Lakes Blvd., Suite #600  
West Palm Beach, FL 33401

### **ARTICLE 33 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in the Contract may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 31 - Modifications of Work.

### **ARTICLE 34 - REGULATIONS; LICENSING REQUIREMENTS**

The CONTRACTOR shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONTRACTOR is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

### **ARTICLE 35 - COUNTERPARTS**

This Contract, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Contract. The COUNTY may execute the Contract through electronic or manual means. CONTRACTOR shall execute by manual means only, unless the COUNTY provides otherwise.

### **ARTICLE 36 - E-VERIFY – EMPLOYMENT ELIGIBILITY**

CONTRACTOR warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov) and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of CONTRACTOR's subconsultants performing the duties and obligations of this Contract are registered with the E-Verify System and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

CONTRACTOR shall obtain from each of its subconsultants an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. CONTRACTOR shall maintain a copy of any such affidavit from a subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

COUNTY shall terminate this Contract if it has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that CONTRACTOR's subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify CONTRACTOR to terminate its contract with the subconsultant and CONTRACTOR shall immediately terminate its contract with the subconsultant. If COUNTY terminates this Contract pursuant to the above, CONTRACTOR shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this Contract was terminated. In the event of such contract termination, CONTRACTOR shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

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**Execution of this Contract by the Director of Purchasing Is Not Legally Binding or in Effect until Approved by the Palm Beach County Board of County Commissioners.**

**IN WITNESS WHEREOF**, the Director of Purchasing of Palm Beach County, Florida, on behalf of the COUNTY, and the CONTRACTOR have executed this Contract on the day and year above written.

**R2023 0834 JUL 11 2023**

PALM BEACH COUNTY, FLORIDA FOR ITS  
BOARD OF COUNTY COMMISSIONERS  
BY MELODY THELWELL  
DIRECTOR OF PURCHASING

  
Melody Thelwell, Director

WITNESSES:

DocuSigned by:  
  
11D8C00D0ECB40A...  
Signature

Daniel Shannon

Name (type or print)

DocuSigned by:  
  
97DE1DE6C1044DA...  
Signature

Davin Diaz

Name (type or print)

CONTRACTOR:

Universal Protection Service, LLC  
d/b/a Allied Universal Security Services  
Company Name

BY:

DocuSigned by:  
  
E9AAB26AF-AA445E...  
Signature

Robert Chambers  
Typed Name

Florida Regional Vice President  
Title

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By   
County Attorney

**Certificate Of Completion**

Envelope Id: 32C6893C727B45F4AF05E4432C020030

Status: Completed

Subject: Complete with DocuSign: CONTRACT No. 23-063\_LAC Uniformed Security Guard Services, Judicial and...

Source Envelope:

Document Pages: 64

Signatures: 3

Envelope Originator:

Certificate Pages: 5

Initials: 0

Daniel Shannon

AutoNav: Enabled

161 Washington St

EnvelopeId Stamping: Enabled

Suite 600

Time Zone: (UTC-08:00) Pacific Time (US &amp; Canada)

Conshohocken, PA 19428

Daniel.Shannon@aus.com

IP Address: 104.183.101.182

**Record Tracking**

Status: Original

Holder: Daniel Shannon

Location: DocuSign

6/13/2023 5:25:55 AM

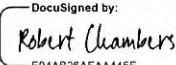
Daniel.Shannon@aus.com

**Signer Events**

Robert Chambers

Robert.Chambers@aus.com

RVP

Security Level: Email, Account Authentication  
(None)**Signature**DocuSigned by:  
  
E94AB26FAA445E...Signature Adoption: Pre-selected Style  
Using IP Address: 174.48.82.230**Timestamp**

Sent: 6/13/2023 5:31:19 AM

Viewed: 6/13/2023 5:51:59 AM

Signed: 6/13/2023 5:52:41 AM

**Electronic Record and Signature Disclosure:**

Accepted: 6/13/2023 5:51:59 AM

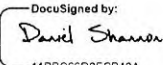
ID: b2fec5ca-f786-47e3-9197-e027426adb1d

Daniel Shannon

daniel.shannon@aus.com

General Manager

Allied Universal Security Services

Security Level: Email, Account Authentication  
(None)DocuSigned by:  
  
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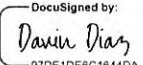
Signed: 6/13/2023 5:54:28 AM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Davin Diaz

Davin.Diaz@aus.com

Security Level: Email, Account Authentication  
(None)DocuSigned by:  
  
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Using IP Address: 174.228.168.21  
Signed using mobile

Sent: 6/13/2023 5:54:31 AM

Viewed: 6/13/2023 6:04:54 AM

Signed: 6/13/2023 6:05:47 AM

**Electronic Record and Signature Disclosure:**

Accepted: 6/13/2023 6:04:54 AM

ID: cdae6bca-9848-412c-bcab-d58836bad441

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp**

Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/13/2023 5:31:19 AM
Certified Delivered	Security Checked	6/13/2023 6:04:54 AM
Signing Complete	Security Checked	6/13/2023 6:05:47 AM
Completed	Security Checked	6/13/2023 6:05:47 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **AMENDMENT No. 1**

DATED: April 11, 2023

Palm Beach County Purchasing Department  
50 South Military Trail, Suite 110, West Palm Beach, FL 33415

**RFP No. 23-063/LAC**

**Title: Uniform Security Guard Services, Judicial and General  
Facilities**

Request for Proposal Due Date: April 19, 2023

This Amendment is issued to provide additional information and clarification to the RFP document:

**A. Proposers are advised of the following changes to the RFP:**

1. The Deadline for receipt of proposals has been changed from April 17 2023, to April 19, 2023. The time remains 4:00 p.m. local time.
2. Section 1.7 TIMETABLE is revised as follows:

Deadline for receipt of proposals	4/19/23    4:00 p.m.	Purchasing Department 50 S. Military Trail, Ste. 110 W. P. B., FL 33415
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3. The sign-in sheet from the Pre-Proposal Conference on March 27, 2023, is provided in this Amendment as Attachment No. 1.
4. Contract No. 555590 is provided in this Amendment as Attachment No. 2.

**B. Questions received from American Guard Services.com and the County's responses:**

Q.1. Who is the current incumbent?

**A.1. The incumbent is Universal Protection Service, LLC dba Allied Universal Security Service.**

Q.2. When was the current incumbent awarded the Contract? Could you please provide us a copy of the current Contract?

**A.2. The current contract was awarded July 12, 2022. Contract No. 555590 is provided in this Amendment as Attachment No. 2.**



Q.3. Are there any subcontractors being used for the current Contract?

**A.3. Yes, subcontractors are being utilized.**

Q.4. What was the initial term length of the current contract (for example, 1 year plus 4 year options, etc.)?

**A.4. The current Contract term commenced services on July 12, 2022, and will continue for twelve (12) months, unless terminated sooner in accordance with Article 8 hereof.**

Q.5. What was the start date of the initial contract?

**A.5. The start date was July 12, 2022.**

Q.6. What was the amount spent in the last 12 months?

**A.6. The amount spent from July to present is \$4,211,310.07.**

Q.7. What was the total spent in the last billed month?

**A.7. The total spent in the last billed month was \$175,827.53.**

Q.8. Are there any other rates billed separately (such as equipment, vehicles, etc.)?

**A.8. There are no other rates billed separately.**

Q.9. Are there any significant modifications from the previous contract to the new one? For instance, an increase in hours, a change in guard type (e.g., armed vs unarmed), a need for additional resources?

**A.9. There are no significant modifications from the previous contract. Hours and locations are subject to change throughout the contract. Please refer to ATTACHMENTS B and C of RFP No. 23-063/LAC.**

Q.10. What is the current bill rate for each position?

**A.10. The current bill rate for each position is:**

**a General Facilities**

i.	Guard I	\$19.89
ii.	Guard III	\$21.88
iii.	Guard IV	\$23.21
iv.	Site Field/Supervisor	\$27.85

**b. Judicial Facilities**

i.	Guard II	\$21.22
ii	Guard V	\$23.74

iii	Guard VI	\$25.86
iv	Site Field/Supervisor	\$27.85

Q.11. Are there any additional services that may be needed that are not listed in the RFP? For instance, the need of additional sites, seasonal required security, etc.

**A.11. There are no additional services. Hours and locations are subject to change throughout the contract. Please refer to ATTACHMENTS B and C of RFP No. 23-063/LAC.**

Q.12. Beyond the state and federal minimum wage, is there a prevailing wage, living wage ordinance, local mandated wage, or contract-specific wage?

**A.12. No, there are no other living, local mandated wages or wage ordinances beyond the state and federal minimum wage. Please refer to ATTACHMENT D of RFP No. 23-063/LAC, minimum hourly wages.**

Q.13. Is a Bid Bond or performance bond required? If yes, how much?

**A.13. Yes, a Performance and Payment Bond or clean Irrevocable Letter of Credit in a dollar amount equal to twenty percent (20%) of the Total Offer as specified on APPENDIX A, PRICE PROPOSAL PAGE(s). See RFP No. 23-063/LAC, SECTION 2, GENERAL TERMS AND CONDITIONS, subsection 2.25 PERFORMANCE AND PAYMENT BOND/LETTER OF CREDIT.**

Q.14. Is the current contract using vehicles? If yes, how many?

**A.14. Yes, four (4) golf carts, provided by Palm Beach County.**

Q.15. Will your agency hold a public opening? If yes, can you please provide us with the date, time, and location?

**A.15. No, there will not be a public opening.**

Q.16. Was there a liquidation penalty on the previous contract?

**A.16. Yes, there was a liquidation penalty on the previous contract, ATTACHMENT F TO SCOPE OF WORK/SERVICES- VIOLATIONS/LIQUIDATED DAMAGES.**

Q.17. When do you anticipate the start date of a contract resulting from the award of this solicitation?

**A.17. The anticipated start date is July 11, 2023.**

Q.18. What is your preferred transition schedule? More specifically, how much time from the award date to the contract start date do you anticipate?


**A.18. There is no preferred transition schedule. Please refer to sections 3.2 and 4.6 (F) of RFP No. 23-063/LAC. The proposer is to provide a Transition Plan, detailing the approach to start operations, if awarded.**

Q.19. Will this contract be awarded to a single Contractor, or will the contract be awarded to multiple firms?

**A.19. The Contract will be awarded to one prime contractor. There is a mandatory subcontractor goal. See RFP No. 23-063/LAC, ATTACHMENT 1, EXHIBIT C, AFFIRMATIVE PROCUREMENT INITIATIVES ("API"s) on page 92.**

All changes addressed in this Amendment No. 1 shall be incorporated into RFP No. 23-063/LAC and the final contract. All other terms and conditions of the RFP remain the same and unchanged.

**NOTE: Please acknowledge receipt of this Amendment No. 1 by signing below and returning this page with your Proposal Response. Each Amendment to the RFP shall be signed by an authorized agent and submitted with the proposal or the proposal shall be deemed non-responsive.**



\_\_\_\_\_  
Lisa Inkell, Interim Purchasing Manager

**ACKNOWLEDGMENT:**

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE



\*\*\*\*\*REGISTRATION\*\*\*\*\*  
PRE-PROPOSAL CONFERENCE

RFP No. 23-063/LAC  
TITLE: UNIFORM SECURITY GUARD SERVICES,  
JUDICIAL AND GENERAL FACILITIES

\*\*\*\*\*DO NOT REMOVE THIS REGISTER\*\*\*\*\*  
IF AVAILABLE PLEASE LEAVE A BUSINESS CARD

IF YOU ARE REPRESENTING A COMPANY OR COMPANIES  
PLEASE PROVIDE THE NAME OR NAMES OF THE  
COMPANY/COMPANIES ON THE REGISTER

\*\*\*\*\*PLEASE PRINT\*\*\*\*\*

1.) Company: Weiser Security Contact Person: STEVEN ROUMAL  
Address: 3013 S. Congress Ave Phone#: (561) 641-4401  
(Please, no P.O. box numbers) Unit B-1 Cell#: (407) 310-5501  
Palm Beach, FL 33411 e-mail: STEVENR@WEISERSECURITY.COM

2.) Company: Weiser Security Contact Person: Lawrence Dorian  
Address: 3303 S. Congress Ave Phone#: (561) 641-4404  
(Please, no P.O. box numbers) Suite 1-B, Palm Springs Cell#: 561 449-6059  
FL 33462 e-mail: ldorian@weisersecurity.com

3.) Company: \_\_\_\_\_ Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone#: (\_\_\_\_) \_\_\_\_\_  
(Please, no P.O. box numbers) \_\_\_\_\_ Cell#: (\_\_\_\_) \_\_\_\_\_  
\_\_\_\_\_ e-mail: \_\_\_\_\_

## **EMERGENCY CONTRACT FOR UNIFORMED SECURITY GUARD SERVICES, JUDICIAL AND GENERAL FACILITIES**

**This Emergency Contract is made effective as of July 12, 2022**, by and between **Palm Beach County**, a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and **Universal Protection Service, LLC d/b/a Allied Universal Security Service**, a Delaware limited liability company, authorized to do business in the State of Florida, whose FEIN NO. is 56-0515447, hereinafter referred to as the CONTRACTOR.

In consideration of the mutual promises contained herein, the COUNTY and the CONTRACTOR agree as follows:

### **ARTICLE 1 - SERVICES**

The CONTRACTOR's responsibility under this Contract is to provide Uniformed Security Guard Services, Judicial and General Facilities services to the COUNTY's Facilities Development and Operations Department in accordance with **Exhibit A**, Scope of Work/Services, and **Exhibit B**, CONTRACTOR's pricing, both of which are attached hereto and incorporated herein.

The COUNTY's representative/liaison during the performance of this Contract is Michael Gordy, Director, Electronic Services and Security Division, telephone number (561)233-0808 or designee.

The CONTRACTOR's representative/liaison during the performance of this Contract is: name: Herbert Morency, title: General Manager, telephone no.: 561-478-9983 or 813-918-2256.

### **ARTICLE 2 - RESERVED**

### **ARTICLE 3 - TERM**

The CONTRACTOR will commence services on July 12, 2022, and continue for twelve (12) months, unless terminated sooner in accordance with **Article 8** hereof.

### **ARTICLE 4 - PAYMENTS TO CONTRACTOR**

- A. The total amount to be paid by the COUNTY under this Contract for all services and materials will not exceed a total contract amount of Nine Million Six Hundred Eighty-Three Thousand Nine Hundred Ninety-Five Dollars and ten cents (\$9,683,995.10).

CONTRACTOR's pricing for levels of Security Guard Services for the Term of the Contract are attached hereto as part of **Exhibit B**.

The CONTRACTOR will notify the COUNTY's representative, in writing, when ninety percent (90%) of the "not-to-exceed amount" has been reached. The CONTRACTOR will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in **Exhibit B** for services rendered toward the completion of the Scope of Work/Services. Where incremental billings for partially completed items are permitted, the total billings will not exceed the estimated percentage of completion as of the billing date.

- B. CONTRACTOR must send **ALL ORIGINAL** invoices to: PALM BEACH COUNTY FINANCE DEPT., P.O. BOX 4036, WEST PALM BEACH, FL 33402-4036, with a copy to the COUNTY's representative. Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the COUNTY's representative, indicating that services have been rendered in conformity with the Contract. Approved invoices will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following approval by the COUNTY's representative. Invoices submitted on carbon paper will not be accepted. In order for the COUNTY to make payment, the CONTRACTOR must ensure that the CONTRACTOR's name, as listed in the first paragraph of this Contract, is exactly the same as it appears on the invoice and in the COUNTY's Vendor Self Service (VSS) System, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>: Vendor's Legal Name, Vendor's Address, and Vendor's TIN/FEIN Number.
- C. Final Invoice: In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's final/last billing to the COUNTY. This will constitute CONTRACTOR's certification that all services have been properly performed and all charges and costs have been invoiced to the COUNTY. Any further charges, if not properly included on this final invoice, are waived by the CONTRACTOR.
- D. In order to do business with Palm Beach County, contractors are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) System, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If CONTRACTOR intends to use subcontractors/subconsultants, CONTRACTOR must also ensure that all subcontractors/subconsultants are registered as contractors/consultants in VSS. All subcontractor/subcontractor agreements must include a contractual provision requiring that the subcontractor/subconsultant register in VSS. COUNTY will not approve the Contract until the COUNTY has verified that the CONTRACTOR and all of its subcontractors/subconsultants are registered in VSS.

#### **ARTICLE 5 - PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS**



Pursuant to Palm Beach County Code, Section 2-421 - 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed COUNTY contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the COUNTY, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, F.S., in the same manner as a second degree misdemeanor.

#### **ARTICLE 6 - PERFORMANCE AND PAYMENT BOND**

The CONTRACTOR must furnish, to the COUNTY, a Performance and Payment Bond or Clean Irrevocable Letter of Credit in a dollar amount equal to twenty-five percent (25%) of the total Contract amount as listed in **Exhibit B** prior to commencement of work, and must keep the same in force and effect during the entire term of this Contract.

The CONTRACTOR must furnish a Performance and Payment Bond in a form and format satisfactory to the COUNTY as security for the faithful performance of the Contract and for the payment of all persons performing labor or furnishing material in connection with the Contract and for the payment of all costs incurred by the COUNTY to obtain a replacement contract, in the event the CONTRACTOR fails to perform as required under said Contract. The term "Cost" as used herein includes all fees, costs, and expenses arising out of the CONTRACTOR'S failure to perform the contract whether direct, indirect, actual, consequential, or incidental and includes attorney's fees and costs, expert witness fees and expenses, and all time incurred by COUNTY. In addition, the Performance and Payment Bond must fully comply with the COUNTY's requirements and format as set forth in COUNTY PPM #CW-F-056, the terms of which are incorporated herein by reference.

The Performance and Payment Bond is to ensure the faithful performance of all the requirements of the Contract including the payment of subcontractors, and to save, defend, indemnify, and hold harmless the COUNTY from any and all damages, costs, fees, and expenses, either directly or indirectly arising out of any failure to perform the Contract. The Bond must be issued by a company authorized to do business in the State of Florida and having a currently valid certificate of authority and bonding capacity as issued by the United States Department of Treasury under 31 U.S.C. 9304-9308. Bond Company must meet all requirements/regulations set forth under the Florida Insurance Commissioner's Office. The CONTRACTOR will verify, prior to execution of the Contract, the acceptability of the surety provided thereunder. The attorney-in-fact who signs the Bond must file, with the Bond, a certificate and effective dated copy of power of attorney. The CONTRACTOR must furnish the executed bond prior to the COUNTY's approval of Contract.

A cashier's check or Letter of Credit from a financial institution with a rating deemed acceptable by the COUNTY, may be provided in lieu of the Performance and Payment Bond provided that the form, format, and terms of coverage are acceptable to the COUNTY. The terms of coverage of a Letter of Credit will be substantially the same as that required of the Performance and Payment Bond, and the Letter of Credit must be issued by an institution that offers security similar to that of a bonding company. In addition, the Letter of Credit must fully comply with the COUNTY's requirements set forth in COUNTY PPM #CW-F-055; and, the face of the Letter of Credit must be in the format described in PPM #CW-F-055, the terms of which are incorporated herein by reference. CONTRACTOR may obtain a copy of PPM #CW-F-055 from the COUNTY'S contract representative.

#### **ARTICLE 7 - TRUTH-IN-NEGOTIATION CERTIFICATE/MOST FAVORED CUSTOMER**

Signature of this Contract by the CONTRACTOR also constitutes the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete, and current as of the date of the Contract and no higher than those charged the CONTRACTOR's most favored customer for the same or substantially similar service.

The said rates and costs will be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete, or noncurrent wage rates or due to inaccurate representation(s) of fees paid to outside contractors. The COUNTY will exercise its rights under this Article within three (3) years following final payment.

Furthermore, the CONTRACTOR warrants that the price(s) will not exceed the CONTRACTOR's price(s) extended to its most favored customer for the same or similar goods or services in similar quantities, or the current market price, whichever is lower. In the event the CONTRACTOR offers more favorable pricing to one of its customer(s), the CONTRACTOR will extend to the COUNTY the same pricing or the then current market price, whichever is lower.

#### **ARTICLE 8 - TERMINATION**

- A. This Contract may be terminated by the CONTRACTOR upon sixty (60) days prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONTRACTOR.
- B. This Contract may also be terminated, in whole or in part, by the COUNTY, **with cause** upon five (5) business days written notice to the CONTRACTOR or **without cause** upon ten (10) business days written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR will be paid for services rendered to the COUNTY's satisfaction through the date of termination.

- C. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the CONTRACTOR must:
1. Stop work on the date and to the extent specified.
  2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
  3. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
  4. Continue and complete all parts of the work that have not been terminated.

#### **ARTICLE 9 - PERSONNEL**

The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel must not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereunder must be performed by the CONTRACTOR, or under its supervision, and all personnel engaged in performing the services must be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONTRACTOR's key personnel must be made known to the COUNTY's representative and written approval must be granted by the COUNTY's representative before said change or substitution can become effective.

The CONTRACTOR warrants that all services will be performed by skilled and competent personnel to the highest professional standards in the field.

All of the CONTRACTOR's personnel (and all subcontractors) will comply with all COUNTY requirements governing conduct, safety, and security while on COUNTY premises.

#### **ARTICLE 10 - CRIMINAL HISTORY RECORDS CHECK – All Locations except PBIA (see Article 10A for CHRC for PBIA)**

The CONTRACTOR, CONTRACTOR's employees, subcontractors of CONTRACTOR and employees of subcontractors must comply with Palm Beach County Code, Section 2-371 – 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolutions R-2013-1470 and R-2015-0572, as amended. The CONTRACTOR is solely responsible for understanding the financial, schedule, and/or staffing implications of this Ordinance. Further, the



CONTRACTOR acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that will be paid by the COUNTY.

This Contract may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and above referenced Resolutions, as amended. COUNTY staff representing the COUNTY department will contact the CONTRACTOR and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The CONTRACTOR will make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the contract and return them to the COUNTY. If the CONTRACTOR or its subcontractor(s) terminates an employee who has been issued a badge, the CONTRACTOR must notify the COUNTY within two (2) hours. At the time of termination, the CONTRACTOR must retrieve the badge and return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the CONTRACTOR if the CONTRACTOR: 1) does not comply with the requirements of County Code Section 2-371 – 2-377, as amended; 2) does not contact the COUNTY regarding a terminated CONTRACTOR employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

**ARTICLE 10A - CRIMINAL HISTORY RECORDS CHECK - (Palm Beach International Airport)**

All individuals working at the Palm Beach International Airport ("PBI") must pass a Criminal History Records Check ("CHRC"). Each individual requesting unescorted access authority onto the PBI Security Identification Display Area ("SIDA"), Sterile Area and the Air Operations Area ("AOA"), will be required to submit to a finger-print based CHRC that does not disclose that the individual has a disqualifying criminal offense as defined in 49 CFR 1542.209. When determining if an individual will be granted unescorted access, the Department of Airports' Security Office ("Airport Security Office") will apply the regulations set forth in 49 CFR 1542 and any directives, policies or procedures established by the Transportation Security Administration thereunder. Fingerprinting will be conducted electronically by the Airport Security Office and submitted to the FBI after being reviewed by the designated clearinghouse.

The CONTRACTOR will be responsible for payment of all applicable fees related to the CHRC, including, but not limited to, fingerprinting and badge fees. All badges must be returned to the Airport Security Office upon termination of services or removal of any employees due to a security violation. The Transportation Security Administration will take legal enforcement against persons (employees/employer) making any fraudulent or intentionally false statement or entry on any security program, record, application, report, access, or identification media, or any other document that is kept, made or used to show compliance with the CHRC requirements. The term "persons" includes an individual, firm, partnership, corporation, company, association, joint-stock association, or governmental entity. The COUNTY reserves the right to suspend the CONTRACTOR, subject to the

requirements of the Ordinance, that: 1) is not in compliance with the requirements of County Code Section 2-371 through 2-377, as amended; OR 2) does not immediately contact the COUNTY regarding a badged CONTRACTOR employee or subcontractor employee that has been terminated.

The fees are as follows: Criminal history check and fingerprinting - \$40.00 (company check, credit card or money order only). Annual badge fee - \$15.00, recurrent background check every two years \$40.00. Lost badge replacement - \$75.00. Non-Returned badges fee \$100.00. The CONTRACTOR will be responsible for these fees. In addition, all badges must be returned to the Department of Airports, Security Office upon termination of services or removal of any employees due to security violations.

The Transportation Security Administration will take legal enforcement against persons (employees/employer) making any fraudulent or intentional false statements or entry on any security program, record application, report, access, or identification media, or any other document that is kept, made or used to show compliance. This applies to all "persons" meaning an individual, firm partnership, corporation, company, association, joint-stock association, or governmental entity.

1. The CONTRACTOR, its subcontractors, and all their employees shall be subject to all rules, regulations, policies and procedures pertaining to security at Palm Beach International Airport. Any Violation or disregard for rules, regulations or policies may be cause for immediate termination.
2. All personnel, vehicles, materials, tools, packages etc. brought onto and/or removed from Airport property may be subject to inspection by a Security Officer. Firearms, explosives and prohibited items defined by The Department of Homeland Security shall NOT be brought onto the Airport's property. VIOLATORS WILL BE PROSECUTED.
3. All CONTRACTOR's employees must have in their possession a valid security badge with the Escort designation. The CONTRACTOR shall be responsible for, at its own expense, obtaining the proper security clearance, fingerprinting, training, badges required to access the restricted areas of the airport including the Air Operations Area (AOA), Security Identification Display Area (SIDA), Identification badges issued by the Airport must be visibly worn at all times while in the SIDA. The CONTRACTOR's employees, including new hires, must be legal to work in the United States. The CONTRACTOR must confirm citizenship of all foreign-born employees and alien numbers (Green Card), if not US citizen. PBI Security Office is located on level two in the main terminal facility (561-471-7481).

#### **ARTICLE 11 - SUBCONTRACTING**

The COUNTY reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors

in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONTRACTOR is encouraged to seek small and minority businesses for participation in subcontracting opportunities. If the CONTRACTOR uses any subcontractors on this project, the following provisions of this Article will apply:

- A. If the CONTRACTOR uses subcontractors, CONTRACTOR must ensure that all subcontractors are registered as vendors in the COUNTY's Vendor Self Service System. All subcontractor agreements must include a contractual provision requiring that the subcontractor register in the COUNTY's Vendor Self Service System.
- B. If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONTRACTOR must promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

#### **ARTICLE 12 - RESERVED**

#### **ARTICLE 13 - FEDERAL AND STATE TAX**

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will provide an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONTRACTOR authorized to use the COUNTY's Tax Exemption Number in securing such materials.

The CONTRACTOR shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

#### **ARTICLE 14 - AVAILABILITY OF FUNDS**

The COUNTY's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Board of County Commissioners for subsequent fiscal years.

#### **ARTICLE 15 - INSURANCE REQUIREMENTS**

Prior to execution of this Contract, the CONTRACTOR must provide evidence of the following minimum required insurance coverage and limits (such as through a Certificate of Insurance) to COUNTY's Contract representative.

The CONTRACTOR must maintain at its sole expense, in force and effect, at all times during the term of this Contract, insurance coverage and limits (including endorsements) as described herein. Failure to maintain the required insurance shall be considered default of the Contract. The requirements contained herein, as well as COUNTY's review or



acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONTRACTOR under the Contract. CONTRACTOR agrees to notify the COUNTY at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage shall apply on a primary and non-contributory basis.

**A. Security Guard Commercial General Liability / Professional (E&O) Liability:**

CONTRACTOR shall maintain Security Guard Commercial General Liability and Security Guard Professional (E&O) Liability. These coverages may be provided by the same policy or written separately. When the two coverages are provided by the same policy the higher limit, including specified coverages and conditions, shall apply. The following coverages, limits and conditions shall be maintained:

Commercial General Liability shall have a minimum limit of **\$3,000,000** per occurrence combined single limit for bodily injury and property damage liability. Coverage shall include, but not limited to, Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability, and Broad Form Property Damage.

Security Guard Professional E&O Liability shall have a minimum limit of **\$3,000,000** per occurrence combined single limit. The coverage shall include, but not be limited to, Personal Injury, Assault & Battery, False Arrest, & Firearms. A self-insured retention shall not be greater than \$10,000, unless approved by the County's Risk Management Department. When written on a "Claims-Made" basis, the CONTRACTOR shall agree to purchase and pay for any Supplemental Extended Reporting Period offered for a time limit not less than three (3) years.

A combination primary and excess layered program may satisfy the limit requirement.

**B. Additional Insured Clause:** Except as to Business Auto, Workers' Compensation and Employer's Liability (and Professional Liability, when applicable) the Certificate(s) of Insurance shall clearly confirm that coverage required by the Contract has been endorsed to include Palm Beach County and the Sheriff as an Additional Insureds.

The additional insured shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents. Ric L. Bradshaw, Sheriff of Palm Beach County, the Palm Beach County Sheriff's office, its Officers, Agents and Employees must also be listed as additional insured. Coverage shall be provided on a primary basis.

**C. Business Auto Liability:** CONTRACTOR shall maintain Business Auto Liability at a limit of liability not less than **\$500,000** Each Occurrence for all owned, non-owned, and hired automobiles. In the event CONTRACTOR owns no automobiles,

the Business Auto Liability requirement shall be amended allowing CONTRACTOR to maintain only Hired & Non-Owned Auto Liability and shall provide either an affidavit or a letter on company letterhead signed by the CONTRACTOR indicating either the CONTRACTOR does not own any vehicles, and if vehicles are acquired throughout the term of the Contract, CONTRACTOR agrees to purchase "Owned Auto" coverage as of the date of acquisition. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.

- D. **Workers' Compensation Insurance & Employer's Liability:** CONTRACTOR shall maintain Workers' Compensation & Employer's Liability in accordance with Florida Statute Chapter 440.
- F. **Waiver of Subrogation:** CONTRACTOR hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.
- G. **Certificates of Insurance:** Prior to each subsequent renewal of this Contract, within forty-eight (48) hours of a request by COUNTY, and subsequently, prior to expiration of any of the required coverage throughout the term of this Agreement, the CONTRACTOR shall deliver to the COUNTY a signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Contract have been obtained and are in force and effect. The Certificate Holder shall read:
- Palm Beach County Board of County Commissioners  
Facilities Development and Operations Department  
2633 Vista Parkway  
West Palm Beach, FL 33411
- H. **Right to Revise or Reject:** COUNTY, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

#### **ARTICLE 16 - INDEMNIFICATION**

CONTRACTOR shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officials harmless from and against any and all claims, liability, loss, expense, cost, damages, or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of CONTRACTOR.

In addition to the indemnification provided for above, the CONTRACTOR shall release, indemnify and hold harmless the Sheriff, and his agents, officers and employees, from any claims, liability, losses and/or causes of action arising from or in connection with the Sheriff's administration of said Contract, or which may arise from the negligent act or omission of the contractors, CONTRACTOR's subcontractors, agents, servants, or employees during the course of performing the services pursuant to this Contract.

#### **ARTICLE 17 - SUCCESSORS AND ASSIGNS**

The COUNTY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONTRACTOR shall assign, sublet, convey, or transfer its interest in this Contract, without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.

#### **ARTICLE 18 – LAW AND VENUE; REMEDIES; NO THIRD PARTY BENEFICIARY**

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in a state court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law, or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or CONTRACTOR.

#### **ARTICLE 19 - CONFLICT OF INTEREST**



The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Chapter 112, Part III, F.S. and the Palm Beach County Code of Ethics. The CONTRACTOR further represents that no person having any conflict of interest shall be employed for said performance or services.

The CONTRACTOR shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence, or appear to influence, the CONTRACTOR's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONTRACTOR. The COUNTY agrees to notify the CONTRACTOR of its opinion by certified mail within thirty (30) days of receipt of notification by the CONTRACTOR. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the COUNTY shall so state in the notification and the CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONTRACTOR under the terms of this Contract.

#### **ARTICLE 20 – PERFORMANCE DURING EMERGENCIES / EXCUSABLE DELAYS**

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONTRACTOR, or its subcontractor(s), and without their fault or negligence. Such causes include, but are not limited to: acts of God; force majeure; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONTRACTOR's request, the COUNTY shall consider the facts and extent of any failure to perform the work; and, if the CONTRACTOR's failure to perform was without it or its subcontractors' fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY's rights to change, terminate, or stop any or all of the work at any time.

Notwithstanding anything in the foregoing to the contrary, the CONTRACTOR agrees and promises that, immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, the COUNTY shall be given "first priority" for all goods and services under this Contract. CONTRACTOR agrees to provide all goods and services to the COUNTY immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, at the terms, conditions, and prices as provided in this Contract on a "first priority" basis. CONTRACTOR shall furnish a 24-hour phone number to the COUNTY. Failure to provide the goods or services to the COUNTY on a first priority basis immediately preceding, during and after a public emergency, disaster, hurricane,

flood, or act of God, shall constitute breach of Contract and subject the CONTRACTOR to sanctions from doing further business with the COUNTY.

#### **ARTICLE 21 - ARREARS**

The CONTRACTOR shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

#### **ARTICLE 22 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The CONTRACTOR shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

The CONTRACTOR agrees that copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings or data relating to this Contract which have been created as a part of the CONTRACTOR's services or authorized by the COUNTY as a reimbursable expense, whether generated directly by the CONTRACTOR or by or in conjunction or consultation with any other party whether or not a party to this Contract, whether or not in privity of contract with the COUNTY or CONTRACTOR, and wherever located shall be the property of the COUNTY.

To the extent allowed by Chapter 119, F.S., all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY, or at its expense, will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the COUNTY's prior written consent, unless required by a lawful court order. All drawings, maps, sketches, programs, data bases, reports and other data developed or purchased under this Contract for the COUNTY, or at the COUNTY's expense, shall be and remain the COUNTY's property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

#### **ARTICLE 23 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The CONTRACTOR is, and shall be, in the performance of all work, services, and activities under this Contract, an independent contractor and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed

pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR's relationship, and the relationship of its employees, to the COUNTY shall be that of an independent contractor and not as employees or agents of the COUNTY.

The CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, agreement, or representation other than specifically provided for in this Contract.

#### **ARTICLE 24 - CONTINGENT FEE**

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

#### **ARTICLE 25 – ACCESS AND AUDITS; PUBLIC RECORDS**

The COUNTY shall have the right to request and review CONTRACTOR's books and records to verify CONTRACTOR's compliance with this Contract. The COUNTY shall have the right to interview subcontractors and workers at the work site to determine Contract compliance. The CONTRACTOR shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of the Contract. CONTRACTOR shall retain all books and records pertaining to this Contract, including, but not limited to, subcontractor payment records, for five (5) years after project completion date. The COUNTY and the Palm Beach County Inspector General shall have access to such records as required in this Article for the purpose of inspection or audit during normal business hours, in Palm Beach County at any reasonable time during the five (5) years.

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the CONTRACTOR: **(i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2), F.S.**, the CONTRACTOR shall comply with the requirements of Section 119.0701, F.S., as it may be amended from time to time. The CONTRACTOR is specifically required to:

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this Contract.
- B. Upon request from the COUNTY's Custodian of Public Records (COUNTY's Custodian) or COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, 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 in Chapter 119 or as otherwise provided by law. The CONTRACTOR further agrees that all fees, charges and expenses shall be determined in accordance with COUNTY PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

- 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 the CONTRACTOR does not transfer the records to the public agency. Nothing contained herein shall prevent the disclosure of or the provision of records to the COUNTY.
- D. Upon completion of the Contract, the CONTRACTOR shall transfer, at no cost to the COUNTY, all public records in possession of the CONTRACTOR unless notified by COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, to keep and maintain public records required by the COUNTY to perform the service. If the CONTRACTOR transfers all public records to the COUNTY upon completion of the Contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically by the CONTRACTOR must be provided to COUNTY, upon request of the COUNTY's Custodian or the COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

CONTRACTOR acknowledges that it has familiarized itself with the requirements of Chapter 119, F. S., and other requirements of state law applicable to public records not specifically set forth herein. Failure of the CONTRACTOR to comply with the requirements of this Article, Chapter 119, F.S. and other applicable requirements of state law, shall be a material breach of this Contract. COUNTY shall have the right to exercise any and all remedies available to it for breach of contract, including but not limited to, the right to terminate for cause.

**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, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT [RECORDSREQUEST@PBCGOV.ORG](mailto:RECORDSREQUEST@PBCGOV.ORG) OR BY TELEPHONE AT 561-355-6680.**

**ARTICLE 26 – NON-DISCRIMINATION**

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R-2017-1770, as may be amended, the CONTRACTOR warrants and represents that throughout the term of the Contract, including any renewals thereof, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

#### **ARTICLE 27 - AUTHORITY TO PRACTICE**

The CONTRACTOR hereby represents and warrants that it has, and will continue to maintain, all licenses and approvals required to conduct its business; and, that it will, at all times, conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

#### **ARTICLE 28 - SEVERABILITY**

If any term or provision of this Contract or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

#### **ARTICLE 29 - PUBLIC ENTITY CRIMES**

As provided in F.S. 287.132-133, by entering into this Contract or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

#### **ARTICLE 30 - SCRUTINIZED COMPANIES**

- A. As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if CONSULTANT is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the COUNTY.

- B. When contract value is greater than \$1 million:** As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by CONTRACTOR, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal.

#### **ARTICLE 31 - MODIFICATIONS OF WORK**

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein, or additions thereto. Upon receipt by the CONTRACTOR of the COUNTY's notification of a contemplated change, the CONTRACTOR shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change; (2) notify the COUNTY of any estimated change in the completion date; and (3) advise the COUNTY if the contemplated change shall affect the CONTRACTOR's ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs, in writing, the CONTRACTOR shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY's decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment, and the CONTRACTOR shall not commence work on any such change until such written amendment is signed by the CONTRACTOR and approved and executed on behalf of Palm Beach County.

#### **ARTICLE 32 - NOTICE**

All notices required in this Contract shall be sent by certified mail (return receipt requested), hand delivered, or sent by other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Samara J. Cooper, Assistant Director  
Purchasing, Palm Beach County  
50 South Military Trail, Suite 110  
West Palm Beach, FL 33415

With a copy to:



Isami Ayala-Collazo, Director  
Facilities Development and Operations  
Palm Beach County  
2633 Vista Parkway  
West Palm Beach, FL 33411

And

Palm Beach County Attorney's Office  
301 North Olive Ave.  
West Palm Beach, Florida 33401

If sent to the CONTRACTOR, notices shall be addressed to:

Allied Universal Security Service  
1645 Palm Beach Lakes Blvd.  
Suite 600  
West Palm Beach, FL 33401

#### **ARTICLE 33 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in the Contract may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto in accordance with **Article 31 - Modifications of Work**.

#### **ARTICLE 34 – REGULATIONS; LICENSING REQUIREMENTS**

The CONTRACTOR shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONTRACTOR is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

#### **ARTICLE 35 - COUNTERPARTS**

This Contract, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Contract. The COUNTY may execute the Contract through electronic or manual means. CONTRACTOR shall execute by manual means only, unless the COUNTY provides otherwise.

#### **ARTICLE 36 – E-VERIFY – EMPLOYMENT ELIGIBILITY**

CONTRACTOR warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov) and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of CONTRACTOR's subconsultants performing the duties and obligations of this Contract are registered with the E-Verify System and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

CONTRACTOR shall obtain from each of its subconsultants an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. CONTRACTOR shall maintain a copy of any such affidavit from a subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

COUNTY shall terminate this Contract if it has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that CONTRACTOR's subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify CONTRACTOR to terminate its contract with the subconsultant and CONTRACTOR shall immediately terminate its contract with the subconsultant. If COUNTY terminates this Contract pursuant to the above, CONTRACTOR shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this Contract was terminated. In the event of such contract termination, CONTRACTOR shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

**THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY**

**IN WITNESS WHEREOF**, the Director of Purchasing of Palm Beach County, Florida, on behalf of the COUNTY, and the CONTRACTOR have executed this Contract on the day and year above written.

PALM BEACH COUNTY, FLORIDA FOR ITS  
BOARD OF COUNTY COMMISSIONERS  
BY SAMARA J. COOPER  
INTERIM DIRECTOR OF PURCHASING



Samara J. Cooper, Interim Director

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

Michael W. Jones

By: Jones  
County Attorney

Digitally signed by Michael W. Jones  
DN: c=US, o=Palm Beach County, ou=Enterprise,  
cn=Michael W. Jones, email=MJones@pbcgov.org  
Reason: I am the author of this document  
Location: your signing location here  
Date: 2022.06.02 08:46:51-0400  
Foxit PDF Reader Version: 11.2.1

APPROVED AS TO TERMS AND CONDITIONS

By: Isami Ayala-Collazo  
Isami Ayala-Collazo, Director  
Facilities Development & Operations

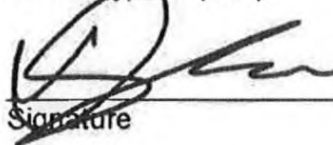


WITNESSES:



Signature

Herbert Morancy  
Name (type or print)



Signature

Daniel Shannon  
Name (type or print)

CONTRACTOR:

UNIVERSAL PROTECTION SERVICE,  
LLC, d/b/a Allied Universal Security  
Service

BY:   
Signature

Robert C Wood  
Printed Name

President Florida Region  
Title

## **CONTRACT EXHIBIT A SCOPE OF WORK/SERVICES**

The basic requirements for the provision of Uniformed Security Guard Services, Judicial and General Facilities consist of, but are not necessarily limited to, the following:

### **1. PURPOSE AND INTENT**

CONTRACTOR is to provide Uniformed Security Guard Services at various Judicial Facility and General Facility locations throughout Palm Beach County. Services include Uniformed Security Guards I, II, III, IV, V, VI and Site/Field Supervisors.

Services must be performed in accordance with all terms, conditions and requirements listed herein. Additionally, services must be completed in a professional manner and at the highest and most effective level of security services.

Capitalized terms used herein are defined in **Attachment A** "Definitions".

### **2 GENERAL INFORMATION**

**A. Judicial Facilities.** There are seven (7) Judicial Facilities which require Uniformed Security Guard and screening services under the terms of this Contract. These buildings are located throughout Palm Beach County and are subject to change, based upon future needs of the COUNTY. These buildings are divided into the Main County Courthouse and Satellite County Courthouses. The description and locations are as follows (See **Attachment B** for more information):

- Main County Courthouse: Courthouse and Offices of the Public Defender and State Attorney
  - Main County Courthouse, 205 N. Dixie Highway, West Palm Beach, FL 33401
  - Offices of the State Attorney, 401 N. Dixie Hwy., West Palm Beach, FL 33401
  - Office of the Public Defender, 421 3rd Street, West Palm Beach, FL 33401
- Satellite County Courthouses
  - North County Governmental Center, 3188 PGA Boulevard, Palm Beach Gardens, FL 33418
  - South County Courthouse, 200 W. Atlantic Avenue, Delray Beach, FL 33444
  - Gun Club Courtrooms, 3328 Gun Club Road, West Palm Beach, FL 33406
  - West County Courthouse, 2950 State Road 15, Belle Glade, FL 33430

**B. General Facilities.** There is a variety of COUNTY general facilities where the CONTRACTOR's Uniformed Security Guards and Site/Field Supervisor(s) will be posted. These buildings are located throughout Palm Beach County and are subject to change, based upon future needs of the COUNTY. (See **Attachment C** for more information.)

### **3. WORK HOURS AND LOCATIONS**

Uniformed Security Guard services will be required at various Judicial and General Facility locations throughout Palm Beach County. Upon approval of the Contract, the COUNTY will coordinate mandated hours for security services with the CONTRACTOR based on work location. Locations are subject to change based upon future needs of the COUNTY. **The COUNTY reserves the right to add or delete locations and/or services, temporarily or permanently, from the Contract at any time.**

### **4. START DATE**

The start date for the CONTRACTOR is the effective date listed in the first paragraph of this Contract.

### **5. POST CONTRACT APPROVAL MEETING**

Within five (5) days from contract approval, CONTRACTOR must meet with Electronic Services & Security Division representative(s) to discuss job procedures and scheduling.

The CONTRACTOR must contact **Michael Gordy** at 561-233-0808 to arrange the meeting.

### **6. GENERAL REQUIREMENTS**

The following requirements apply to all personnel and services that the CONTRACTOR provides under this Contract:

**A.** Judicial Uniformed Security Guards may be located at any Judicial Facility within Palm Beach County.

**B.** General Facility Uniformed Security Guards, with the exception of the Airport-based Uniformed Security Guard III (PBIA) level, may be located at any General Facility location within Palm Beach County.

**C.** The CONTRACTOR must at all times provide and maintain adequate numbers of properly trained personnel and an adequate supply of all necessary supplies and equipment in order to be able to fully and timely perform its obligations under this Contract.



**D.** Within two (2) hours of a post being vacated due to absenteeism, or of a Uniformed Security Guard being relieved of his/her post or for any other reason, CONTRACTOR is required to re-fill the post with a qualified guard. CONTRACTOR cannot allow previous post guard to leave post until a relief guard arrives.

**E.** The CONTRACTOR guarantees a pool of available qualified and trained Uniformed Security Guards for Non-Routine Work. For informational purposes only, Non-Routine work can be as much as one hundred (100) hours/week among all Facilities, but is not consistent from week to week or month to month. This historical data is for informational purposes only and CONTRACTOR cannot rely on, or be limited by, this data.

**F.** The CONTRACTOR's initial submission to the COUNTY'S Contract Administrator after contract approval must provide a comprehensive transition plan to transition services to the completion of the Contract, which will at a minimum include the following:

1. A best practice method to foster the retention of the current security guards, which meets the CONTRACTOR's standards and/or criteria.
2. Start-up timelines with an effective transition strategy based on a 30-day transition.
3. An assessment of operational and special training needs.
4. A method of accountability throughout the term of the Contract where the CONTRACTOR will meet with the COUNTY's Contract Administrator quarterly to review performance.

**G.** No Uniformed Security Guard assigned under this Contract will work more than twelve (12) continuous hours on a shift, unless approved by the COUNTY or on an as needed basis for holdovers up to two (2) hours for the sole purpose of covering absenteeism, providing the Uniformed Security Guard remains capable of performing all job duties.

**H.** Uniformed Security Guards assigned under this Contract will not work with less than an eight (8) hour rest period between shifts, inclusive of any shift(s) worked at any other location not covered by this Contract.

**I.** Uniformed Security Guards will report for duty at the designated starting time and must not leave their assigned post until properly relieved by the relief Uniformed Security Guard or at the designated end of the shift if no relief Uniformed Security Guard is assigned.

**J.** The CONTRACTOR will be responsible for preparing all work schedules in accordance with COUNTY site requirements, as detailed in COUNTY's Post Orders, and assuring that each posted shift is manned as required. Work schedules are to be submitted to the Contract Administrator in Microsoft Excel format on the 1st of each month for the following month and all work schedules must be approved by the Contract Administrator prior to being initiated.

**K.** The CONTRACTOR will only assign security officers employed on a full-time basis (thirty (30) + hours/week) to fill posts under this Contract. This requirement for full time does not apply to posts: 1) made necessary as a result of holdovers, 2) made necessary as a result of special events, and 3) posts where the duration of the shift is entirely outside business hours. The COUNTY may waive this requirement, in its sole discretion, on a case-by-case basis upon request of the CONTRACTOR when it is determined to be in the COUNTY's best interest to waive the requirement.

**L.** The CONTRACTOR's representative will schedule and hold regular monthly meetings with the Contract Administrator and/or County Representative to ensure that all services are satisfactory and meet the user agency's requirements.

**M.** The CONTRACTOR's Account Manager/Contract Manager must reside locally in order to be responsive to COUNTY's requests for special meetings. If the Contract Administrator or County Representative requests a special meeting with the CONTRACTOR's management to discuss the service or problems which have occurred, the CONTRACTOR must be responsive and have a representative meet with the user agency within twenty-four (24) hours (or at another time set by the user agency). Progress meetings with the CONTRACTOR will be scheduled quarterly but not less than every six (6) months with the Contract Administrator or County Representative to address performance under the Contract.

**N.** At the Contract Administrator's request, Uniformed Security Guards may be required to punch a time card using a time clock and cards provided by the COUNTY. In these situations, the billing is to be reconciled using the time cards. Any missed punches must be initialed by the Contract Administrator or designee. CONTRACTOR will only bill the COUNTY for actual hours worked performing security work authorized under this Contract.

**O.** The CONTRACTOR will be responsible for all damage to the facilities, work areas and County Equipment that are caused in any way by the CONTRACTOR, its officers, employees, agents, subcontractors, vendors, suppliers or invitees. In the event of any such damage, the COUNTY may repair such damage and/or replace any such equipment and the CONTRACTOR must reimburse the COUNTY for all expenses incurred by the COUNTY in doing so. The CONTRACTOR must reimburse the COUNTY for such expenses within fifteen (15) days after receipt of an invoice from the COUNTY. The COUNTY will provide County Equipment as outlined in the approved Post Orders. This may include, but not limited to:

1. Communications, either by radio or telephone.
2. Weatherized golf cart, which will be provided and maintained by the COUNTY.
3. Guard Tour system scanner and charger.
4. Any and all computers, scanners, faxes issued by the COUNTY as well as their associated support devices (e.g., keyboard, printer and mouse).
5. Uniformed Security Guards are prohibited from using any COUNTY owned or leased equipment such as copy machines, computers, fax machines, coffee makers, etc., without the express, written approval of the Contract Administrator.

**P.** All Post Orders will be developed by the COUNTY and will be site specific. Within one (1) week from approval of Contract, the Post Orders will be provided to the CONTRACTOR for review and discussion regarding implementation. The CONTRACTOR must perform in accordance with the site-specific Post Orders established by the Contract Administrator. The COUNTY, at any time during the term of this Contract, may make changes to Post Orders as it deems necessary. The COUNTY will notify the CONTRACTOR of such changes.

1. The CONTRACTOR must provide written documentation for each staff person assigned to a post which shows the staff person has been successfully trained on the proper operation and care of all equipment the staff member is required to use or operate while working at the post. The documentation must include the staff member's name, the equipment on which the staff member was trained and the date of the training.
2. Uniformed Security Guards must be familiar with the physical makeup of the assigned Facility and must perform the duties as described in the Post Orders.
3. Any/all CONTRACTOR's personnel must follow instructions and/or lawful orders given by the Contract Administrator or designee.
4. Under exigent circumstances, it may be necessary for the Contract Administrator to supply the CONTRACTOR with changes to the Uniformed Security Guards' Post Orders as necessitated by the circumstances; the changes must be within the scope of the Contract.
5. Uniformed Security Guards must be responsive to the special requirements of COUNTY sites or activities conducted at COUNTY sites



as outlined by COUNTY personnel. The special requirements will be addressed in the Uniformed Security Guards' Post Orders by the CONTRACTOR and be within the scope of Contract.

**Q.** Whenever the CONTRACTOR receives a new request to supply personnel for a new post under this Contract, a member of the CONTRACTOR's management must set up a meeting with the Contract Administrator or designee to define requirements for the post and exchange contact information.

**R.** No Uniformed Security Guard is to be assigned to any post without site-specific training by a qualified representative of the CONTRACTOR who is familiar with the required duties of the site. Within one (1) week of assignment of new personnel, the CONTRACTOR's account manager or supervisor must meet with the Uniformed Security Guard to certify that he/she is thoroughly familiar with the Post Orders and required duties. Documentation must be provided to the Contract Administrator certifying completion of this requirement.

**S.** The COUNTY will perform fingerprint-based criminal history record checks for all Uniformed Security Guards employed under this Contract, before he/she is allowed unescorted access to Critical/CJI COUNTY facilities. This requirement is in addition to any requirements of the CONTRACTOR and involves the following:

1. This records check will be performed at COUNTY expense, with the exception of the PBIA Uniformed Security Guard III category, as specified herein for the PBIA location.
2. Once the records check is complete, the Uniformed Security Guard will be issued an ID card.
3. The CONTRACTOR should allow a minimum of one (1) week for this process before assigning any Uniformed Security Guard to work without an approved escort. Approved escorts must be approved in writing by COUNTY.

NOTE: The CONTRACTOR must follow the PBIA/TSA procedures with candidates to be assigned as Uniformed Security Guard III at PBIA locations.

**T.** If any Uniformed Security Guard assigned to any post under this Contract is arrested for any reason during the term of this Contract, the CONTRACTOR must, upon becoming aware of such arrest, notify the Contract Administrator and remove said Uniformed Security Guard from the Facility immediately while awaiting case disposition.

**U.** Any Uniformed Security Guard or Site/Field Supervisor that the COUNTY considers to be unsatisfactory must be replaced at the COUNTY's discretion. Any CONTRACTOR's employee requested to be removed by the COUNTY will not be returned to duty at any COUNTY facility without prior written consent from the COUNTY.

**V.** If CONTRACTOR provides vacation or holiday time to its employees:

1. Qualified substitute employees must be provided to perform the services during all such vacation or holiday periods.
2. Substitute personnel must meet any/all training specifications, and the CONTRACTOR must furnish such documentation upon request.
3. The COUNTY will pay the standard contracted hourly rate except for those listed as paid holidays observed by the COUNTY.

**W.** Paid Contract Holidays observed by the COUNTY consist of New Year's Day, 4th of July, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day. The COUNTY will pay the Contract Holiday Rate of one and a half (1 ½) the Standard Hourly Rate for Uniformed Security Guards working approved holidays.

**X.** CONTRACTOR represents that it is fully experienced and properly qualified to perform the class of services required by this Contract and is properly licensed, organized and financed to perform such work.

**Y.** The CONTRACTOR will act as an independent contractor and not as the agent of the COUNTY in performing the Contract duties and maintaining complete control over its employees and all of its subcontractors.

**Z.** The CONTRACTOR will use its best efforts to coordinate its activities so as not to annoy, disturb, endanger, unreasonably interfere with or delay the operations or activities of any tenants or occupants of the Facilities, or be offensive to others at any Facility.

**AA.** Uniformed Security Guards must remain alert at all times while on duty. **Sleeping while on duty is absolutely prohibited.** Any Uniformed Security Guard found sleeping on duty is to be removed and not assigned to another COUNTY Facility.

**BB.** Uniformed Security Guards must take action, as required, for each situation encountered. A report must be completed immediately or when it is safe to do so and forwarded to the Contract Administrator. All reports are to be received by the Contract Administrator no later than twenty-four (24) hours after any incident.

**CC.** Uniformed Security Guards must log all after-hours persons upon entering and leaving of the assigned Facility. Uniformed Security Guards are required to verify after-hour access is approved prior to permitting entry into the facility. Proof of identification must be required for persons entering a facility after-hours. Uniformed Security Guards must be required to check COUNTY issued access badges to determine if vendors or

contractors are permitted to have unescorted access to certain critical COUNTY Facilities.

**DD.** Uniformed Security Guards are not permitted to watch television while on duty at any COUNTY Facility.

**EE.** Uniformed Security Guards are not permitted to smoke cigarettes or e-cigarettes within one hundred feet (100) of any entrance door or air intake into the building. Uniformed Security Guards will only smoke during their authorized break times and within designated smoking areas.

**FF.** Uniformed Security Guards must not solicit or accept gratuities for any reason whatsoever from employees, tenants, citizens or other persons using the premises.

**GG.** The CONTRACTOR must ensure that each person working at a screening checkpoint where X-ray is used wears an individual personnel dosimeter. Each dosimeter must be evaluated at the end of each calendar quarter. A record of operator duty time and the results of dosimeter evaluations must be maintained by the CONTRACTOR. These records will be made available to the County Representative upon request. The CONTRACTOR will pay all costs related to the dosimeter badges, including but not limited to evaluating and servicing. A record of operator duty time and the results of dosimeter evaluations must be maintained by the CONTRACTOR. These records will be made available to the Contract Administrator upon request.

**HH.** The COUNTY will not be responsible for any travel expenses or parking fees of CONTRACTOR unless specifically provided in the Contract. CONTRACTOR's Uniformed Security Guards posted at the Satellite judicial locations, must park in the parking area provided for COUNTY employees at all Judicial Facilities.

**II.** CONTRACTOR must ensure that lost, or apparently lost articles, found by the CONTRACTOR's employee(s) be turned in immediately to the COUNTY or designated representative.

**JJ.** Uniformed Security Guards will perform crowd control measures as required.

**KK.** Uniformed Security Guards are prohibited from conducting any illegal activities which are prohibited on COUNTY property.

**LL.** Uniformed Security Guards must not have unauthorized visitors.

**MM.** Uniformed Security Guards will perform other appropriate duties as outlined in the scope of this Contract.

## **7. UNIFORMS**

Uniformed Security Guards assigned under this Contract must wear a uniform approved by the Contract Administrator at all times while on duty.

**A. Uniforms must:**

1. Identify the employing security service by name.
2. Bear the word “security” in a visibly evident location(s).
3. Be readily distinguishable from the uniforms of public police/PBSO.
4. Uniforms and patches may be customized for COUNTY/Court, but the customization must be mutually agreed upon prior to use.
5. All costs associated with customized uniforms will be borne by the CONTRACTOR.

**B.** Uniformed Security Guards who are found to be wearing unauthorized uniforms, unkempt uniforms, or who exhibit a poor appearance, as determined by the Contract Administrator, must be replaced in one (1) day by the CONTRACTOR.

**C.** All Uniformed Security Guards must have and wear photo identification badges, clearly visible, with full name at all times.

**8. CONTRACT PERFORMANCE REQUIREMENTS**

**A. Communication:**

1. Whenever possible, communication between CONTRACTOR and Contract Administrator is to be done via email.
2. Monthly meetings with Contract Administrator and CONTRACTOR are to be held.

**B. Record Keeping:**

The CONTRACTOR is required to keep accurate, legible record keeping methods and must submit as per the requirements listed below. All record keeping methods, reporting structure and spreadsheets are to be approved by the Contract Administrator. Type and frequency of reports may be altered, added or deleted at any time by the Contract Administrator during the term of this Contract. Submission of all reports is to be done via email and in electronic format. The following minimum reports are required by the CONTRACTOR:



1. Daily magnetometer calibration logs (when applicable) – submitted monthly in Excel form approved by the Contract Administrator.
2. Monthly incident logs - submitted monthly in Excel form approved by the Contract Administrator.
3. Monthly screening report (when applicable) – submitted monthly in Excel form approved by the Contract Administrator.
4. Incident reports – To be submitted to Contract Administrator by end of day on which incident occurred in electronic format.
5. Quarterly staffing report showing post staffing levels to be submitted at the beginning of each quarter in Excel format.
6. Payroll must be submitted weekly, must be specified individually per Facility, and listed by post positions. If at any time, a billing is submitted that is over or under the standard posts approved by the COUNTY, it must be submitted uniquely marked.
7. Invoices for payroll must be submitted on the 15<sup>th</sup> day and the last day of the month. Any invoice for over or under the standard posts approved by the COUNTY, must be uniquely marked.
8. Monthly work schedules – submitted monthly in Excel form approved by the Contract Administrator.
9. Disciplinary log – submitted promptly upon each occurrence in Excel form to the Contract Administrator.
10. Monthly inspection logs – submitted monthly in Excel form approved by the Contract Administrator for the following reports:
  - a. Monthly panic/duress alarm testing log – submitted monthly in Excel form approved by the Contract Administrator.
  - b. Monthly AED testing log – submitted monthly in Excel form approved by the Contract Administrator.

**9. MINIMUM QUALIFICATION REQUIREMENTS FOR ALL UNIFORMED SECURITY GUARDS AND SUPERVISORS**

CONTRACTOR must provide personnel who meet or exceed the minimum qualification requirements attached hereto as **Attachment D** “Minimum Qualifications for All Uniformed Security Guards and Supervisors”.

**10. MINIMUM PRE-EMPLOYMENT AND ANNUAL TRAINING REQUIREMENTS FOR ALL UNIFORMED SECURITY GUARDS AND SUPERVISORS**

CONTRACTOR will be responsible for providing pre-employment and annual employee training for all Uniform Security Guards and Supervisors in accordance with the training requirements attached hereto as **Attachment E** "Training Requirements" in addition to providing any as-needed training.

**11. INTEGRITY TESTING FOR UNIFORMED SECURITY GUARDS ASSIGNED TO JUDICIAL LOCATIONS**

To provide the required assurance that adequate protection is being provided to the employees and general public at all Judicial Facilities, the recurring testing and effectiveness of screening personnel is required to examine the screening methods and ensure there are no deficiencies.

The CONTRACTOR must set its own recurring tests on a weekly basis at each Judicial Facility location and will consist of the minimum requirements identified below. The CONTRACTOR is required to document test procedures and coordinate same with the Contract Administrator for participation. The CONTRACTOR is required to document all testing and supply Contract Administrator results and actions taken by CONTRACTOR after each test is completed. If an employee fails integrity testing, the CONTRACTOR must immediately remove the employee from any screening post and the employee will undergo retraining and the integrity testing failure documentation must be put in the employee's file. Two (2) consecutive failures will result in the employee being prohibited from working in any County Judicial Facility.

**A. Integrity testing by CONTRACTOR must include the following:**

1. The CONTRACTOR must conduct weekly screening testing.
2. The CONTRACTOR must use U.S. Marshall/FAA approved testing items.
3. The CONTRACTOR must only use in-operable guns. No actual gun will be brought into the facility for this testing.
4. The CONTRACTOR must notify the Contract Administrator of testing schedule for coordination with PBSO Court Services.
5. Testing must include: persons attempting to pass through a magnetometer with an approved test item concealed on his/her person to determine if the screener will detect with a handheld metal detector and take the appropriate action.

6. Testing must include attempting to conceal an approved test item in a purse, backpack, briefcase, etc., which will be subject to x-ray screening to determine it is identified and the approved action taken.
7. The CONTRACTOR must provide to the Contract Administrator documentation of the testing to include: results whether passed or failed. If failed, what immediate action was conducted.
8. Any employee who fails two (2) consecutive weekly tests must be removed from working in the COUNTY Judicial Facilities.

PBSO Court Services will conduct integrity testing by a person designated by PBSO at a specified time and date. CONTRACTOR will not be notified in advance of time & date of testing. PBSO in conjunction with Contract Administrator will conduct a de-briefing with CONTRACTOR within the same working day. Contract Administrator must provide the CONTRACTOR with written results of all tests within forty-eight (48) hours. Test results will include the type of prohibited/concealed item, post location, date and time the test was conducted.

**B. Integrity Testing by PBSO Court Services will include, but is not limited to, the following:**

1. PBSO Court Services will conduct integrity testing monthly with a minimum of ten (10) attempts per month among all seven (7) Judicial Facilities.
2. Test objects will be used in rotation to ensure that screeners are tested on all objects.
3. PBSO testing will include a variety of prohibited items.
4. The testing of screening procedures for walk-thru magnetometers scanning, hand-held metal detectors scanning, and x-ray scanning will be conducted.
5. Any employee of the CONTRACTOR who fails two (2) integrity tests must be removed from working in Judicial Facilities.

**12. CONTRACTOR'S LIABILITY FOR FAILED INTEGRITY TESTING**

When a Judicial Uniformed Security Guard fails to detect approved test objects pursuant to integrity testing, the testing agency (CONTRACTOR or PBSO) will repeat the procedure and counsel the Judicial Uniformed Security Guard regarding proper screening procedures and take corrective action as necessary.

In the event CONTRACTOR fails twenty percent (20%) of the PBSO performed integrity testing during the term of the Contract, the Contract Administrator must place the CONTRACTOR on a PBSO constructed Corrective Action Plan (Plan). The Plan will be developed in conjunction with the Contract Administrator, PBSO Court Services and the CONTRACTOR. The Plan will identify specific training and testing to be conducted as well as the timeframe for the completion of the Plan. In the event the CONTRACTOR fails to successfully complete the Plan, the Contract Administrator and PBSO Court Services will determine whether an amendment and/or an extension to the original Plan is required.

If the CONTRACTOR successfully completes the Plan, its percentage is reset for that Contract term.

In the event the CONTRACTOR fails twenty percent (20%) of the PBSO performed integrity testing a second time within the Contract term, the CONTRACTOR will again be placed on a Plan.

In the event CONTRACTOR fails twenty percent (20%) of the PBSO performed integrity testing a third time within the term of the Contract, the COUNTY will have the option to terminate the Contract.

Any costs associated with an integrity test failure or implementation of the plan for retraining of staff will be at the CONTRACTOR's expense.

This section identifies the performance aspect of failed integrity testing only. The financial liability is identified in **Attachment F** "Violations/Liquidated Damages".

### **13. FAILURE TO PERFORM - ALL COUNTY LOCATIONS**

The COUNTY's primary concern is the provision of reliable, professional, quality service for the COUNTY facilities as identified herein. Full compliance with all Contract terms and conditions are expected and required if the COUNTY is to avoid the harm which could result from a lapse in security. The CONTRACTOR must perform all its obligations and functions under this Contract in accordance with the requirements and standards contained herein and in a professional and a businesslike manner so that all COUNTY Facilities are kept and maintained in a secure condition.

The COUNTY and the CONTRACTOR agree that performance of the work contained in this Contract is essential to the safety and welfare of the public and the government's system and facilities, and agree that the damages, which the COUNTY will suffer in the event that the CONTRACTOR is not compliant with the terms of this Contract, are impossible to ascertain precisely, and therefore, represents the parties reasonable estimate of such damages. Therefore, the COUNTY and CONTRACTOR agree that the rates set forth on **Attachment F** "Violations/Liquidated Damages" for specific non-



compliant actions by the CONTRACTOR are a reasonable estimate of the amount of damages which the COUNTY will suffer as a result of the non-compliance. COUNTY and CONTRACTOR agree that these liquidated damages are intended to be assessed as damages and not as a penalty or forfeiture provision.

#### **14. SEARCHES**

The CONTRACTOR hereby consents to, and agrees to cooperate with searches and/or inspections of its employees, its employees' handbags at any time at a COUNTY Facility, as well as of its employees' lockers for any reason by the Contract Administrator or County Representative. The CONTRACTOR hereby represents to the COUNTY that it will require its employees to consent to the above searches as part of the employment contract with each and every employee assigned to a COUNTY Facility and make such consent a part of the employee file.

#### **15. PAYROLL RECORDS**

CONTRACTOR must make available upon request all payroll records which pertain to employees assigned to a COUNTY facility under this Contract when required to reconcile billing. These documents will include time sheets signed by the Uniformed Security Guard, the associated guard schedule and billing invoice. These documents will be submitted to the Contract Administrator or designee every week.

**Payroll must be submitted weekly, must be specified individually per Facility, and listed by post positions. If at any time, a billing is submitted that is over or under the standard posts approved by the COUNTY, it must be submitted uniquely marked.**

#### **16. CONTRACT ADMINISTRATOR AUDITS**

The COUNTY, at its sole discretion, may conduct audits of CONTRACTOR's employee files for compliance. The CONTRACTOR must keep orderly and complete records of its accounts and operations and must keep open these records to inspection by COUNTY personnel at reasonable hours during the entire term of this Contract, plus five (5) years after the ending date of this Contract. If any litigation, claim or audit is commenced prior to the expiration of the five (5) year period and extends beyond this period, the records must be maintained until all litigation, claim or audit findings involving the records have been resolved. Any person duly authorized by the COUNTY will have full access to and the right to examine any of the said records during said period, and the COUNTY will bear the costs of all audits.

#### **17. COMPLIANCE WITH RULES AND REGULATIONS**

**A.** The CONTRACTOR must perform its obligations and functions hereunder in compliance with the applicable laws of the United States, the State of Florida, Palm

Beach County, and the applicable regulations of COUNTY and any applicable rules, regulations or directives of any agency thereof. The COUNTY will have the right (but not the obligation) to contest or challenge by any means whatsoever any law, regulation, rule or directive which in any way affects or otherwise impacts upon the CONTRACTOR's performance of its obligations and functions hereunder. The CONTRACTOR will cooperate to the fullest extent and take whatever action (including becoming a party in any litigation) the COUNTY should reasonably request in connection with such challenge or contest by the COUNTY.

**B.** The CONTRACTOR must keep current, at no cost to the COUNTY, all licenses and permits, whether Municipal, COUNTY, State or Federal, required for the performance of its obligations and functions hereunder, must pay promptly when due all such fees and must provide each renewed license to the Contract Administrator on an annual basis.

**C.** The CONTRACTOR must not do or keep anything at any COUNTY Facility which will in any way conflict with any law, ordinance, rule or regulation which may now or hereafter be enacted or promulgated by any governing public authority or create a safety hazard at any COUNTY Facility, or create a nuisance, or in any way obstruct or interfere with the rights of other users of any COUNTY Facility, except as reasonably required in the performance of its obligation and functions hereunder, or commit or suffer to be committed any waste upon any COUNTY Facility or use or allow any COUNTY Facility to be used for any improper, immoral, unlawful or objectionable purposes. Any violation of the provisions in this paragraph will be deemed by the COUNTY to be a violation under this Contract and will entitle the COUNTY to all remedies created herein or provided by law.

## **18. COUNTY'S RESPONSIBILITIES**

The COUNTY will:

**A.** Designate a Contract Administrator from the Facilities Development & Operations Department, Electronic Services and Security Division who will act on behalf of the COUNTY with respect to monitoring the CONTRACTOR's performance under this Contract. The Contract Administrator has the right to designate a person from the Palm Beach County Sheriff's Office or the user department to be the liaison for the day to day operations under this Contract.

**B.** Notify the CONTRACTOR, in writing, of the name and contact information of the Contract Administrator at the time of award. The Contract Administrator will have complete authority to require the CONTRACTOR to comply with all provisions of this Contract.

- C.** Provide the CONTRACTOR with all utility services generally available in all COUNTY Facilities and required by the CONTRACTOR to perform its obligations and functions under this Contract.
- D.** Coordinate the operations and activities of all COUNTY Facilities in order to minimize interference with performance by the CONTRACTOR.
- E.** The COUNTY will be physically and financially responsible for the routine repair, maintenance and renewal/replacement of County Equipment when due to normal use.
- F.** Be responsible for the normal operating costs (electricity, phone, data and gasoline) associated with County Equipment.
- G.** Provide, at the COUNTY's sole cost and expense, at Judicial Facilities, a reasonable amount of space for the storage of CONTRACTOR's supplies and equipment. The CONTRACTOR will bear all risk of loss, damage or theft of such supplies and equipment. COUNTY will provide one (1) office or lockable workstation for each Field/Site Supervisor assigned to a Judicial Facility.
- H.** COUNTY is not contractually bound to the CONTRACTOR's subcontractors.
- I.** The COUNTY's user agencies will not interfere with the CONTRACTOR's relationship with its employees, the Uniformed Security Guards.
- J.** COUNTY will not interfere with the CONTRACTOR's relationship with its subcontractors.

## **19. PARKING AT JUDICIAL LOCATIONS**

### **A. Main County Courthouse**

The COUNTY will permit CONTRACTOR's Uniformed Security Guards assigned to the Main County Courthouse to park in the parking area provided for COUNTY employees and will provide the CONTRACTOR up to fifty (50) access cards for the COUNTY's downtown parking facilities at no charge.

- 1.** Additional parking access card requests for the COUNTY's downtown parking facilities are to be submitted to the Contract Administrator.
- 2.** The CONTRACTOR may purchase additional parking spaces in the public or private parking facilities near the COUNTY's downtown parking facilities.
- 3.** The CONTRACTOR must not charge the Uniformed Security Guards for either the COUNTY-provided parking or other parking.

4. The COUNTY will not provide additional parking access cards to Uniformed Security Guards assigned to cover this Facility from any other locations.

## **B. South County Courthouse**

The COUNTY will permit CONTRACTOR's Uniformed Security Guards assigned to the South County Courthouse to park in the parking area provided for COUNTY employees and will provide the CONTRACTOR up to twenty (20) access cards for the COUNTY's south employee parking lot at no charge.

Additional parking access card requests for the COUNTY's south employee parking lot are to be submitted to the Contract Administrator.

1. The CONTRACTOR must not charge the Uniformed Security Guards for either the COUNTY-provided parking or other parking.
2. The COUNTY will not provide additional parking access cards to Uniformed Security Guards assigned to cover this Facility from any other locations.

## **20. OBLIGATIONS OF PALM BEACH INTERNATIONAL AIRPORT ("PBIA")**

PBIA will:

1. provide parking for all Uniformed Security Guards requested under this Contract, at no cost to the CONTRACTOR.
2. pay for the cost of providing up to fifteen (15) PBIA Security Badges (exclusive of wages) for Uniformed Security Guards requested under this Contract. This does not pertain to PBIA Security Badges required for replacement Uniformed Security Guards assigned to PBIA due to turnover. These costs will be borne by the CONTRACTOR.

Costs to the CONTRACTOR after the fifteen (15) PBIA Security Badges that are provided are as follows:

1. Criminal history check and fingerprinting is \$40.00.
2. Annual cost for the ID or badge usually collected in October in excess of the fifteen (15) allotted, is \$15.00.
3. Recurrent background check, every two years is \$40.00.
4. Replacement fee for any lost badge is \$75.00.
5. Non-returned badge fee is \$100.00.



## **ATTACHMENT A TO SCOPE OF WORK/SERVICES DEFINITIONS**

**Contract Holidays:** New Year's Day, 4<sup>th</sup> of July, Thanksgiving Day, the day after Thanksgiving, and Christmas Day.

**Contract Holiday Rate:** Compensation will be paid at the rate of 1.5 times the awarded standard hourly rate for actual time worked for any service performed on a Contract Holiday.

**Contract Administrator or County Representative:** The person designated by the County to ensure all requirements of the Contract are met by the CONTRACTOR. The Contract Administrator is to be the first point of contact between the CONTRACTOR and the County. The County Contract Administrator's authority includes, but is not limited to, the right to request copies of any Contract required documentation, perform site inspections to ensure proper performance of services, and address any issues or concerns regarding the performance of the service or the performance of the CONTRACTOR's staff.

**COUNTY:** Palm Beach County

**County Equipment:** Equipment provided by the COUNTY for use by the CONTRACTOR in the performance of the required contractual services. The equipment may include but is not limited to: X-Ray machines, walk-through magnetometers, handheld metal detectors, close circuit television systems, computer operated access control systems, computers, radios, paging systems, intercoms, golf carts and any other equipment as may be required or provided. The CONTRACTOR is required to ensure staff is fully trained in the operation of any equipment provided by the COUNTY.

**Emergency:** An unexpected situation or sudden occurrence involving the security services range of work and being of a serious nature that demands immediate action and response by the CONTRACTOR.

**Emergency Rate:** Compensation for Emergency work will be paid at the rate of 1.5 times the awarded standard hourly rate for the actual time worked.

**Emergency Response Time:** Non-Routine Work ordered with less than forty eight (48) hours' notice before the time the work is required.

**General Facility(ies):** Non-Judicial COUNTY owned or leased building or office space.

**Governmental Entity:** A state agency, a COUNTY agency, or any other entity, however styled, that independently exercises any type of state or local governmental function.

**Judicial Facility(ies):** Any COUNTY owned or leased building or office space used to conduct court operations and/or house court personnel.

**Non-Routine Work:** all work that is outside of the regular post schedule shifts or shift times. Temporary post, support of project work and hold-overs are all examples of non-routine work.

**Non-Routine Work Response Time:** will start with no less than within forty-eight (48) hours from the time work is requested and be compensated at the “Standard Hourly Rate”.

**PBSO:** Palm Beach County Sheriff Office Court Services Division

**Post Orders:** a written description of a security post that specifies the duties and responsibilities of the staff assigned to the post for each shift.

**Standard Hourly Rate:** the rate provided on Contract **Exhibit B**. Standard Hourly Rate will commence upon arrival at the site and terminate upon departure (actual time worked). There will be no additional compensation paid for mobilization, demobilization, travel or any other incidental expense. Standard Hourly Rate is for work requested and completed Monday through Friday and weekends, excluding Contract Holidays listed above.

**ATTACHMENT B  
TO SCOPE OF WORK/SERVICES  
JUDICIAL POSTINGS**

**PALM BEACH COUNTY  
JUDICIAL LOCATIONS, GUARD LEVELS, HOURS**

LOCATION	SITE	GUARD LEVEL	WEEKLY HOURS*
MCCH	PBC Courthouse - Downtown	Screener – Level II	800
MCCH	PBC Courthouse - Downtown	Screener – Level II (PT)	40
MCCH	PBC Courthouse - Downtown	Leadworker – Level VI	80
MCCH	PBC Courthouse - Downtown	Judicial Supervisor	80
MCCH	PBC Courthouse - Downtown	Screener – Level II (Control Rm)	80
PD	Public Defender	Armed Level V	90
SA	State Attorney	Screener Level II	48
SA	State Attorney	Armed Level V	90
GUN CLUB	PBC Courthouse – Gun Club	Screener Level II	240
GUN CLUB	PBC Courthouse – Gun Club	Judicial Supervisor	40
GUN CLUB	PBC Courthouse – Gun Club	Leadworker – Level VI	40
NCGC	PBC – N. County Courthouse	Screener – Level II	400
NCGC	PBC – N. County Courthouse	Leadworker – Level VI	40
NCGC	PBC – N. County Courthouse	Judicial Supervisor	40
NCGC	PBC – N. County Courthouse	Screener Level II	80
SCCH	PBC – S. County Courthouse	Screener Level II	400
SCCH	PBC – S. County Courthouse	Leadworker – Level VI	40
SCCH	PBC – S. County Courthouse	Judicial Supervisor	40
WCCH	PBC – Belle Glade Courthouse	Screener Level II	200
WCCH	PBC – Belle Glade Courthouse	Leadworker – Level VI	40
WCCH	PBC – Belle Glade Courthouse	Judicial Supervisor	40

**\*Hours are estimates. The COUNTY reserves the right to add or delete locations and/or services, temporarily or permanently, from the Contract at any time.**

**ATTACHMENT C  
TO SCOPE OF WORK/SERVICES  
GENERAL FACILITIES LOCATIONS**

<b><u>GENERAL LOCATIONS</u></b>	<b><u>WEEKLY HOURS*</u></b>	<b><u>GUARD LEVEL</u></b>
Site/Field Supervisor	1128	Site Supervisor
PBIA-EAST CONSTRUCTION GATE	65	Level III
PBIA-EAST GATE	269	Level III
PBIA-TERMINAL	24	Level III
PBIA-PARKING GARAGE	42	Level III
APC/TDC	47.5	Level I
MORIKAMI MUSEUM	120	Level I
PALM BEACH COMMUNITY CENTER	40	Level I
PBC ANIMAL CARE	53.5	Level I
WAKODAHATCHEE	182	Level I
JOHN PRINCE PARK	63	Level I
FIT TEAM BALLPARK	125.5	Level I
SOUTH BAY LIBRARY	48	Level I
JUPITER BRANCH LIBRARY	66	Level I
LANTANA LIBRARY	64	Level I
OKEECHOBEE LIBRARY	53	Level I
PAHOKEE LIBRARY	48	Level I
BELLE GLADE LIBRARY	62	Level I
SUMMIT LIBRARY	70	Level I
WEST BOYNTON LIBRARY	64	Level I
WEST BOCA LIBRARY	64	Level I
ROYAL PALM LIBRARY	59	Level I
HAGAN RANCH LIBRARY	64	Level I
GREEN ACRES LIBRARY	51	Level I
GLADES BRANCH LIBRARY	53	Level I
GARDENS LIBRARY	64	Level I
ACREAGE LIBRARY	64	Level I
WELLINGTON ROAD LIBRARY	64	Level I
TEQUESTA LIBRARY	54	Level I
PALM TRAN NORTH PATROL	168	Level IV armed
PALM TRAN NORTH GATE	168	Level IV armed
PALM TRAN SOUTH -DELRAY	168	Level IV armed
PALM TRAN SOUTH	168	Level IV armed
PALM TRAN WEST	188	Level IV armed
PALM TRAN CONNECTIONS	9	Level IV armed
PALM TRAN INTERMODAL	114.5	Level IV armed
HRC LEWIS CENTER	312	Level I
HRC ANNEX	336	Level I
HIGHRIDGE FAMILY CENTER	60	Level I
PALM BEACH COMMUNITY CENTER	40	Level I
PAHOKEE APARTMENTS	336	Level I



<u>GENERAL LOCATIONS</u>	<u>WEEKLY HOURS*</u>	<u>GUARD LEVEL</u>
BELLE GLADE HOUSING	84	Level I
SENIOR CITIZEN CENTER	80	Level 1

**\*Hours are estimates. The COUNTY reserves the right to add or delete locations and/or services, temporarily or permanently, from the Contract at any time.**

**ATTACHMENT D  
TO SCOPE OF WORK/SERVICES  
MINIMUM REQUIREMENTS FOR ALL  
UNIFORMED SECURITY GUARDS AND SUPERVISORS**

**1. MINIMUM PRE-EMPLOYMENT REQUIREMENTS FOR ALL UNIFORMED SECURITY GUARDS**

The CONTRACTOR must be capable of conducting a comprehensive pre-employment check of each person to be employed under this Contract. The pre-employment check must include, but is not limited to, the following:

- A. Qualifications of position;
- B. A social security check;
- C. A driver's license check;
- D. Verifiable work history as required for the applicable position;
- E. Employment background checks as required for the applicable position;
- F. Fingerprint based criminal history records check of FCIC/NCIC data bases as reported as of the date of the request and reflecting no disqualifying offenses pursuant to Palm Beach County Code Section 2-371 through 2-377, as maybe amended from time to time;
- G. A completed job application which includes questions concerning whether he or she has ever been convicted of a crime, including details concerning the type of crime, the date of conviction and the penalty imposed, and whether the prospective employee has ever been a defendant in a civil action for intentional tort, including the nature of the intentional tort and the disposition of the action; and
- H. Interviewing the prospective employee.

**2. MINIMUM JOB REQUIREMENTS FOR ALL UNIFORMED SECURITY GUARDS**

The CONTRACTOR must provide appropriately equipped and trained personnel who meet or exceed the minimum requirements for each service type. The CONTRACTOR must have available qualified, experienced, tested and well-trained competent reliable staff to fulfill the duties set forth in this scope of services. The CONTRACTOR is responsible for keeping all documentation that demonstrates an employee's ability to meet the minimum requirements in each employee's personnel file.

The following minimum requirements apply to all Uniformed Security Guards. Additional specific qualifications for Uniformed Security Guards II, Screener III (PBIA), IV (Armed), V (Screener Armed), VI (Lead Worker) and Site/Field Supervisors are listed later in this document.

- A.** CONTRACTOR must provide proof that all security personnel performing services under this Contract hold the State of Florida Class “D” Security Officer License and, when applicable, hold the State of Florida Class “G” Firearm License.
- B.** Education: Uniformed Security Guards must possess, at a minimum, a high school diploma or its recognized equivalent certification.
- C.** Citizenship: Uniformed Security Guards must be a citizen of the United States or possess the necessary authorization from the INS, pursuant to the Immigration Reform and Control Act of 1968 and regulations thereto.
- D.** Read, speak and write English: Uniformed Security Guards must be fluent in reading English to complete post duties and read English-language identification badges, credentials and labels on bottles, cans, and packages. Uniformed Security Guards must be fluent in English and be able to sufficiently understand English and to be able to sufficiently answer questions and give comprehensive directions in English.
- E.** Age Requirement: Uniformed Security Guards must be twenty-one (21) years of age or older.
- F.** Uniformed Security Guards must deal with the public in a professional and ethical manner.
- G.** Uniformed Security Guards must communicate effectively, both verbally and in writing.
- H.** Uniformed Security Guards must write reports, protect evidence and conduct themselves appropriately.
- I.** Uniformed Security Guards must detect and prevent thefts and vandalism.
- J.** Uniformed Security Guards must react and take appropriate measures in the event of fire, theft, vandalism or any other unusual situations, and contact the local law enforcement agency as required.
- K.** Uniformed Security Guards must respond to threats (e.g., bomb threats or other weapons) through established procedures.

### **3. PHYSICAL EXAMINATION**

Each Uniformed Security Guard must be given a physical examination by a qualified physician, medical center, or hospital, to determine suitability for hire prior to assignment. The CONTRACTOR must pay for the cost of this physical examination. A physician's sign off that these conditions are met must be made available prior to assignment. All personnel must meet the following physical requirements:

- A.** Uniformed Security Guards must be proportioned as to height and weight to allow necessary movements to perform job duties.
- B.** Uniformed Security Guards shall be physically capable of performing all essential job duties, with or without reasonable accommodation.
- C.** Any other physical requirements as detailed in Minimum Job Requirements.
- D.** Urinalysis for detection of controlled substances.
- E.** Uniformed Security Guards must be able to distinguish color differences and have ability to distinguish color used in visual displays or badges, specifically red, green, blue and yellow. Uniformed Security Guards must possess binocular vision correctable to 20/30 (Snellen).
- F.** Uniformed Security Guards must be capable of hearing ordinary conversation at fifteen (15) feet with either ear with or without benefit of a hearing aid. Uniformed Security Guards must be able to hear and respond to spoken voice, audible alarms, and telephone calls in an operational setting.
- G.** Uniformed Security Guards must be able to lift repetitively up to forty (40) lbs. for long periods of time during an eight (8) hour shift, while standing.
- H.** Physical Condition: Uniformed Security Guards must be able to stand unassisted for a minimum of two (2) hours consecutively and must be able to sit, stand, lift, and/or bend throughout a shift. Positions must not be filled with "light duty" personnel.
- I.** Uniformed Security Guards who perform physical searches of baggage must be able to open and close latches, zippers, and screw caps, remove or feel beneath the baggage contents, and reach all sides and compartments of the bag.
- J.** Uniformed Security Guards must have the ability to remain alert throughout the duration of a shift.

- K. Uniformed Security Guards assigned to COUNTY facilities must have no communicable diseases.

**4. REQUIRED BACKGROUND INVESTIGATION**

- A. The CONTRACTOR must perform the following, as a minimum, background investigation for all Uniformed Security Guards:

1. Required seven (7) years prior employment verification;
2. Requires a “face to face” neighborhood check by an investigator licensed by the State of Florida whether employed or as a subcontractor to the CONTRACTOR;
3. Psychological screening;
4. Drug test;
5. Pre-employment personality assessment test;
6. Credit check where permitted by law; and
7. Five (5) character references plus two (2) developed by investigator.

- B. The CONTRACTOR must submit proof of completion of all background checks (including fingerprinting), as required by the COUNTY prior to assignment of post.

1. The submittal for each employee must be on the form “Palm Beach COUNTY Facility Pre-Assignment Checklist” which will be provided to the CONTRACTOR after award.
2. The form must be completed and signed by an authorized employee of the CONTRACTOR with a copy retained in each employee file.

**5. ADDITIONAL REQUIREMENTS FOR EACH UNIFORMED SECURITY GUARD LEVEL**

The CONTRACTOR is solely responsible for ensuring that all persons assigned meet or exceed the minimum requirements of this Contract in addition to passing a face to face interview. Prior to the assignment of any Uniformed Security Guard to any facility, the CONTRACTOR must provide notice to the Contract Administrator. The Contract Administrator will have one (1) business day to request and conduct a review of the prospective Uniformed Security Guard’s employment file. If after one (1) business day,



the CONTRACTOR has not received a reply from the Contract Administrator that the review is to be conducted, the CONTRACTOR can assign the individual to the post. Neither the failure of the Contract Administrator to review and/or interview a prospective Uniformed Security Guard's file prior to assignment nor the Contract Administrator's review and subsequent decision to not object to an assignment will prejudice the rights of the COUNTY thereafter to pursue any rights provided to the COUNTY by this Contract.

**A. UNIFORMED SECURITY GUARD I (UNARMED)**

Uniformed Security Guard I is defined as unarmed. They are experienced and prepared to handle everyday situations. They will be responsible for assisting local law and emergency services personnel, providing public direction on how to gain entry in the facility and providing instruction to the public for entering, providing security by way of foot patrols, and assigned to fixed posts at critical property locations. This is someone who is well versed in crowd control and must be able to handle the unexpected. They will provide detailed reporting as needed.

In addition to minimum job requirements set for all Uniformed Security Guards employed under this Contract, each Security Guard I must meet one (1) of the following criteria and possess a current State of Florida Class D License (Unarmed Security Guard License):

A minimum of one (1) year satisfactory sworn law enforcement or corrections experience; or

Have met any one (1) of the following criteria within the last ten (10) years:

1. Successful completion of a certified Law Enforcement or Corrections academy.
2. One (1) year Military Service with honorable discharge.
3. Graduation from an accredited Criminal Justice Degree Program (either associates or bachelors).
4. Graduation from any accredited Degree Program with an Associate's degree or higher with one (1) year of security related experience.
5. One (1) year of experience in security with security screening equipment.
6. One (1) year of continuous experience security experience with the CONTRACTOR.

**The minimum hourly-wage for a Uniformed Security Guard I is as follows: \$15.00 per hour**

**B. UNIFORMED SECURITY GUARD II (SCREENER UNARMED)**

A Uniformed Security Guard II assigned to a Judicial Facility location can perform the same duties as the Uniformed Security Guard I. In addition to those duties listed, this Uniformed Security Guard II (Screener) is also responsible for performing security screening duties at all sites using screening techniques to identify prohibited items from entering, operating x-ray equipment, magnetometers, and handheld metal detectors.

Each Uniformed Security Guard II (Screener) assigned to a Judicial Facility location must possess a valid State of Florida Class D License (Unarmed Security Guard License) and must have met two (2) of the following criteria within the last ten (10) years:

1. Successful completion of certified Law Enforcement or Corrections academy.
2. One (1) year Military Service with honorable discharge.
3. Graduation from an accredited Criminal Justice Program (associates or bachelors).
4. Graduation from any accredited Degree Program with an associated degree or higher with one (1) year of security related experience.
5. One (1) year of experience in security with security screening experience.
6. Two (2) years of continuous security experience with the CONTRACTOR.
7. Two consecutive years of security experience.
8. Five (5) or more years of total security experience.

**The minimum hourly-wage for a Uniformed Security Guard II (Screener) assigned to a Judicial Facility is as follows: \$16.00 per hour**

**C. UNIFORMED SECURITY GUARD III (PBIA)**

In addition to the minimum job requirements set for all Uniformed Security Guards I, a Uniformed Security Guard III assigned to a PBIA facility must:

- Have the ability to secure and maintain clearance for a PBIA Security Badge.
- Uniformed Security Guards must be able to climb/descend stairs.

- PBI A Uniformed Security Guard must understand and comply with Post Orders.

The CONTRACTOR is responsible for the Uniformed Security Guard III obtaining the required PBI A Security Badge before starting work. The CONTRACTOR must fulfill all PBI A/TSA requirements.

Once the criteria are satisfied, the Uniformed Security Guard III will be required to successfully pass the two (2) hour security training class at PBI A.

**The minimum hourly-wage for a Uniformed Security Guard III is as follows: \$16.50 per hour**

**D. UNIFORMED SECURITY GUARD IV (ARMED)**

In addition to the minimum job requirements set for all Uniformed Security Guards I & II, a Uniformed Security Guard IV assigned to a facility must hold a current State of Florida Class "G" Firearm License while assigned to this Contract.

This Uniformed Security Guard IV, can perform the same duties listed for the Uniformed Security Guard I & II, and carries a weapon.

**The minimum hourly-wage for a Judicial Uniformed Security Guard IV is as follows: \$17.50 per hour**

**E. UNIFORMED SECURITY GUARD V (SCREENER ARMED)**

In addition to minimum job requirements specified herein for all Uniformed Security Guards employed under this Contract, each Uniformed Security Guard V assigned to a Judicial Facility under this Contract must meet all of the criteria required for a Security Guard I, II and IV.

This Uniformed Security Guard will perform the same duties listed for the Uniformed Security Guard I, II and IV.

**The minimum hourly-wage for a Uniformed Security Guard V is as follows: \$17.90 per hour**

**F. UNIFORMED SECURITY GUARD VI (LEAD WORKER)**

Each Uniformed Security Guard VI assigned to a courthouse screening post must meet the following criteria:

1. Meet the minimum job requirements for Uniform Security Guard I and II.
2. Have three (3) years continuous experience in electronic screening for weapons with above average ratings.

Uniform Security Guard VI must be stationed at each courthouse screening post as indicated above and will ensure all Uniform Security Guard II screeners effectively and efficiently perform all screening procedures and operation of all screening equipment. Uniform Security Guard VI will also assist in the responsibility for the effective on-the-job training of a newly hired Uniform Security Guard I or II. In the event, a Uniform Security Guard is pulled from a permanent assigned location to relieve a temporary post of no longer than one (1) week, the Lead Worker is responsible to conduct field training on all site-specific procedures in the event needed. Uniform Security Guard VI is responsible for the knowledge and training of site specific items including, but not limited to, mail and delivery procedures, hand search procedures and emergency evacuations.

The Lead Worker can only be used to fill open screener posts for a Judicial Uniformed Security Guard II in the event of a vacated post due to absenteeism or a Judicial Uniformed Security Guard II being removed from his/her post. A Lead Worker can fill-in for this post for a maximum of two (2) hours. Notification of this circumstance is to be given to the Contract Administrator within thirty (30) minutes of becoming aware of circumstance.

**The minimum hourly-wage for a Uniformed Security Guard VI is as follows: \$19.50 per hour**

#### **G. SITE / FIELD SUPERVISOR**

##### **Judicial Facility Locations:**

A Site/Field Supervisor is required to be onsite and supervise the overall day to day operations and be the primary contact person responsible for all record keeping, training, integrity testing (for judicial locations) and all required correspondence and meeting participation with the Contract Administrator.

Main County Courthouse: The CONTRACTOR must provide a full-time (forty (40) hours per week) Site/Field Supervisor for the Main County Courthouse.

Satellite Courthouses: The CONTRACTOR must provide a full-time (forty (40) hours per week) Site/Field Supervisor for each Satellite Courthouse except the Gun Club Courtrooms, located at 3328 Gun Club Road, West Palm Beach, FL 33406.

The Site/Field Supervisor assigned to a Judicial Facility must meet the following requirements:

1. Meeting all the job requirements for a Uniform Security Guard VI (Lead Worker).

2. In addition, have three (3) years continuous experience as a Security Supervisor with above average ratings with at least one (1) year experience in supervisor security screening which used x-ray machines, magnetometers, handheld metal detectors, and other screening procedures.

Responsibilities for each Site/Field Supervisor assigned to Judicial Facilities include, but are not limited to:

1. This Site/Field Supervisor will be authorized to represent the CONTRACTOR and oversee its operations at all County Courthouses to ensure compliance with this Contract and the proper performance of screening duties.
2. The Site/Field Supervisor must devote his/her time exclusively to his/her responsibilities in connection with the work to be performed by the CONTRACTOR under this Contract.
3. The Site/Field Supervisor must be available for periodic tours of the premises of any County Courthouse with the Contract Administrator and meet with the Contract Administrator to address matters concerning the operation of courthouse screening and Contract requirements.
4. The Site/Field Supervisor must not be used to fill any open posts in a guard capacity but will be required to fill in for the Lead Worker post that may be required to fill-in for a Uniformed Security Guard II as identified herein. The Site/Field Supervisor is responsible to ensure the maximum allotted time per occurrence is two (2) hours and will be required to complete a written report of circumstances surrounding both the Lead Worker and Site/Field Supervisor need to fill vacated posts. Written report is to be sent within twenty-four (24) hours and must include duration of time circumstance occurred, supporting justification to warrant the fill-in of those positions and any action taken to prevent circumstance from happening again.
5. The Site/Field Supervisor is responsible for maintaining all site reports.
6. The Site/Field Supervisor is responsible for the proper operation and manning of all security screening posts at a specific courthouse.
7. The Site Supervisor is responsible for all Contract personnel working at the courthouse.



**General Facility Locations:**

Responsibilities for each Site/Field Supervisor assigned to General Facilities include, but are not limited to:

1. Meeting all the job requirements for a Uniform Security Guard I (Unarmed).
2. In addition, have three (3) years continuous experience as a Security Supervisor with above average ratings.
3. This Site/Field Supervisor will be authorized to represent the CONTRACTOR and oversee its operations at all General Facilities to ensure compliance with this Contract and the proper performance of duties.
4. The Site/Field Supervisor must devote his/her time exclusively to his/her responsibilities in connection with the work to be performed by the CONTRACTOR under this Contract.
5. The Site/Field Supervisor must be available for periodic tours of the premises of any COUNTY facility with the Contract Administrator and meet with the Contract Administrator to address matters concerning the operation and Contract requirements.
6. The Site/Field Supervisor must not be used to fill any open posts in a guard capacity.
7. The Site/Field Supervisor is responsible for maintaining all site reports.
8. The Site/Field Supervisor is responsible for the proper operation and manning of all security posts at a specific location and also may be required to "rove" and check each post covered by Contract security throughout the COUNTY on each shift.
9. The Site/Field Supervisor is responsible for all Contract personnel working at a General Facility or at several General Facilities if "roving".
10. Each Site/Field Supervisor assigned to General Facilities will work alternating shifts to allow for coverage of both day and night and seven (7) days a week.

The Site/Field Supervisor is subject to the continuous approval of the Contract Administrator. If at any time during the term of the Contract, any individual in the capacity of Site/Field Supervisor is nominally performing in the sole opinion of the Contract Administrator, the CONTRACTOR must replace the unacceptable Site/Field Supervisor.

Each Site/Field Supervisor assigned to General Facilities will travel between all locations listed in his/her post assignment.

**The minimum hourly-wage for a Site/Field Supervisor is as follows: \$21.00 per hour**

## **ATTACHMENT E TO SCOPE OF WORK/SERVICES TRAINING REQUIREMENTS**

The CONTRACTOR is responsible for providing pre-employment and annual employee training for all Uniform Security Guard Levels in addition to providing any as-needed training.

While video training tapes may be used as a supplemental aid in the training course, the sole use of tapes is not acceptable. Written training materials and follow-up tests must be used. All training materials, including manuals, video tapes, and tests must be presented by the CONTRACTOR to the Contract Administrator prior to commencement of services to be provided under this Contract. The CONTRACTOR and the Contract Administrator will mutually agree upon the training materials.

Copies of the completed course study, certifications and tests must be attached to the Uniformed Security Guard's Certificate of Completion.

The CONTRACTOR is required to have a single point of contact as the responsible party for all CONTRACTOR based training and curriculum for CONTRACTOR based training. The CONTRACTOR is required to also train employees of any subcontract service(s) and maintain all records required by this Contract.

CONTRACTOR must provide a copy of all of its most recent internal training programs. CONTRACTOR must be willing to work with COUNTY and/or PBSO to supplement/modify training curriculums to COUNTY satisfaction. CONTRACTOR provided training programs must include at a minimum the following curriculums:

### **Personnel and Management Training Programs/Curriculum**

- Testing material;
- PowerPoint presentations;
- Training Memos;
- Field training material;
- Annual and in-service training time-line and material;
- Retraining documents pertaining to security guards who underperformed;
- Site specific post order training;
- Call off procedures and training;
- Record keeping policies; and
- Communications training (human issues).

## **A. PRE-EMPLOYMENT TRAINING FOR JUDICIAL FACILITIES**

The CONTRACTOR must provide a minimum of forty (40) hours training for all Uniformed Security Guard Levels and Site/Field Supervisors assigned to a Judicial Facility. This training must be completed prior to a post assignment in a Judicial Facility. Of the forty (40) hours requirement of pre-employment training hours, a minimum of four (4) hours of this will be conducted by the COUNTY Contract Administrator at a COUNTY facility.

The COUNTY will not pay attendees for these pre-employment training segments.

The training must consist of the following:

1. Orientation
  - a. Role of Security in the Courthouse;
  - b. Role of PBSO in the Courthouse;
  - c. Role of Facility Management in the Courthouse; and
  - d. Role of Electronic Services and Security in the Courthouse.
2. System Operations
  - a. Use of radios;
  - b. Use of intercom;
  - c. Use of CCTV; a
  - d. Use of access system.
3. Duties
  - a. Post Orders Review;
  - b. Screening of packages and other deliveries;
  - c. Mail and delivery procedures (site specific);
  - d. Procedures relating to armed Law Enforcement personnel entering Courthouses;
  - e. Screening procedures of Service Dogs;
  - f. Screening procedures of persons in wheelchairs;
  - g. Screening procedures of persons; and
  - h. Procedures to be followed regarding the discovery of weapons during screening.
4. General Topics
  - a. First Aid (including CPR and automatic electronic defibrillation – AED operation);
  - b. Public relations – handling difficult persons;
  - c. Crowd control; and
  - d. Sensitivity training.

## **B. PRE-EMPLOYMENT TRAINING FOR GENERAL FACILITIES**

The CONTRACTOR must provide a minimum of forty (40) hours training for all Uniformed Security Guard Levels and Site/Field Supervisors assigned to General Facilities. This training must be completed prior to a post assignment in a General Facility. Of the forty (40) hours requirement of pre-employment training hours, a minimum of four (4) hours of this will be conducted by the COUNTY Contract Administrator at a COUNTY Facility.

The COUNTY will not pay attendees for these pre-employment training segments.

The training must consist of the following:

1. Orientation
  - a. Role of Security in the facility;
  - b. Role of Facility Management in the facility; and
  - c. Role of Electronic Services and Security in the facility.
2. System Operations
  - a. Use of radios;
  - b. Use of intercom;
  - c. Use of CCTV;
  - d. Use of access system; and
  - e. Operations of gates.
3. Duties
  - a. Post Orders Review;
  - b. Mail and delivery procedures (site specific).
4. General Topics
  - a. First Aid (including CPR and AED operation);
  - b. Public relations including handling difficult persons;
  - c. Crowd control; and
  - d. Sensitivity training.

## **C. ANNUAL EMPLOYEE TRAINING**

The CONTRACTOR must ensure that all Uniformed Security Guards and all Site/Field Supervisors have a minimum of forty (40) hours annual training.

Of the annual forty (40) hours requirement of training hours:

- a minimum of sixteen (16) hours of training are to be a refresher of the general pre-employment training curriculum, completed by the CONTRACTOR;



- a minimum of eight (8) hours of training is required for in site specific situational responses, which includes four (4) hours to be supplied by the CONTRACTOR and four (4) hours to be supplied by the Contract Administrator;
- a minimum of eight (8) hours in-service training which includes four (4) hours to be supplied by the CONTRACTOR and four (4) hours to be supplied by the Contract Administrator; and
- a minimum of eight (8) hours of additional in-service training supplied by the Contract Administrator.

The COUNTY will pay CONTRACTOR the Standard Hourly Rate for the time in annual Employee Training up to forty (40) hours annually. COUNTY will pay CONTRACTOR straight time for these training segments after the CONTRACTOR provides documentation on the invoice of training attended and evidence of attendance. No post can be reduced or vacated for any training requirement.

This training must be completed annually, at the CONTRACTOR's cost and must be completed before the expiration of the previous training completion date.

The training must consist of the following:

1. General Training Requirements include, but are not limited to the following:
  - a. All Uniformed Security Guard Levels are to receive refresher training for the roles of security, and Facilities, system operations, security duties and all general topic items identified in the pre-employment training requirement; and,
  - b. Review of the Post Orders for each facility and post they are assigned to.
2. Site Specific Training Requirements include, but are not limited to the following:
  - a. Review of all equipment, responsibilities and requirements processes and procedures for the facility and post they are assigned to.
  - b. Fire Alarm and Emergency Evacuation.
  - c. Bomb threats and bomb threat evacuation.
  - d. Procedures regarding the discovery of a powdery substance.
  - e. Panic and Door Alarm Procedures where required.
3. In-Service Training Requirements include, but are not limited to, the following:
  - a. Review of Post Orders.
  - b. Review of all Screening procedures (for judicial locations).
  - c. Sensitivity training.

- d. Training for First Aid and CPR/AED in accordance with a nationally recognized training program, similar to the programs provided by the American Heart Association.
- 4. Additional In-Service Training Requirements include, but are not limited to the following:
  - a. The CONTRACTOR will make each employee available to the COUNTY for up to eight (8) hours of training annually.
  - b. The purpose of this training is to provide periodic thirty (30) minute segments immediately before or after a scheduled post start or end time to allow for in-service training as deemed necessary by the Contract Administrator.
  - c. During the thirty (30) minute training session, posts cannot be reduced.
  - d. The CONTRACTOR will be notified by the Contract Administrator at a minimum of one (1) week in advance unless extenuating circumstances require immediate attention.

All training material, including manuals, video tapes, and tests must be presented for approval by the Contract Administrator prior to the training be conducted. This training must be completed annually and must be completed before the expiration of the previous training completion date. Each Uniformed Security Guard is to sign an acknowledgment form indicating the understanding of this training and a Certificate of Completion is to be provided at the successful completion of the training. During the training sessions, post coverage cannot be reduced.

#### **D. AS NEEDED TRAINING**

The CONTRACTOR must have a formal program for any as needed training (on-the-job training).

The CONTRACTOR's supervisory personnel will observe and check frequently the performance of screening personnel (for judicial locations), paying particular attention to newly hired persons to assure that he/she knows and understands and demonstrates the job requirements and procedures. Supervisory personnel should provide instruction and practical guidance to all staff as appropriate. The employee's training record should be documented with significant observations made and any deficiencies noted.

During the training session, posts cannot be reduced. COUNTY will pay attendees straight time for these training segment

**ATTACHMENT F  
TO SCOPE OF WORK/SERVICES  
VIOLATIONS / LIQUIDATED DAMAGES**

**A. Group I - (\$500)**

Group I violations are categorized as administrative violations. Each occurrence will result in a \$500 dollar assessment. Any assessment will be deducted from the CONTRACTOR's next invoice.

1. Failure to meet minimum personnel specifications.
2. Failure to provide minimum staffing levels as determined by the COUNTY.
3. Any non-compliance with the specific training requirements for the specific post (i.e., failure to provide the forty (40) hour pre-assignment or eight (8) hour site specific training prior to assigning a guard to any post).
4. Any performance based violation(s) which may compromise the security of a COUNTY facility or likewise jeopardize the safety of its occupants or visitors. Such as:
  - a. Failure to perform assigned post security responsibilities.
  - b. Sleeping on duty, or assignment of a Uniformed Security Guard without the specified rest period.
  - c. Assignment of a Uniformed Security Guard previously requested be removed by the COUNTY.
  - d. Late for duty.
  - e. Abandoning post.
  - f. Inappropriate behavior.
  - g. Improper or dirty uniform.
  - h. Failure to write a required report.
  - i. Improper State License (expired).
  - j. Improper reading material on post (e.g., newspapers, magazines, novels, etc.).
  - k. Unauthorized visitors on post.
  - l. Post opened or closed late.
  - m. Cell phone use while on duty.
  - n. Inadequate writing skills.
  - o. Inadequate training.
  - p. Lack of supervision.
  - q. Violations of Local, State, or Federal laws, Regulations or Ordinances.
  - r. Criminal records check not complete/or hired.
  - s. CONTRACTOR personnel with criminal record in violation of requirement.
  - t. Difficulty in speaking or understanding English, and/or being understood by others.

- u. Failure to have current Post Orders on post.
- v. Invoicing discrepancies or inaccuracies.
- w. Contract section violation(s).
- x. Failure to notify the COUNTY of an arrest of personnel within sixteen (16) working hours.
- y. False or misleading statement(s) by Contract personnel.
- z. Excessive use of Lead Worker and Site/Field Supervisor to fill in for absent Uniformed Security Guard positions.

**B. Group II - (\$1,000)**

Group II violations are categorized as integrity testing violations. Each occurrence will result in a \$1000 dollar assessment. Any assessment must be deducted from the CONTRACTOR's next invoice. See "Integrity Testing" section of this Contract for requirements.

**NOTE: The CONTRACTOR must NOT pass along to its personnel any assessment of damages for infractions on under this Contract.**

## CONTRACT EXHIBIT B CONTRACTOR'S PRICING

The CONTRACTOR'S pricing listed below is the all-inclusive pricing to provide the Facilities Development & Operations Department with Uniformed Security Guard Services, Judicial and General Facilities, in accordance with the Requirements/Scope of Work/Services set forth in this Contract. CONTRACTOR'S listed rates are "fully burdened", i.e. include all overhead costs, general, administrative and profit.

### GENERAL FACILITIES

ITEM NO.	LEVEL OF UNIFORMED SECURITY GUARD	ESTIMATED HOURS PER WEEK	STANDARD HOURLY RATE	TOTAL PER WEEK (Estimated hours per week x hourly rate)	TOTAL PER YEAR (Weekly total x 52)
1.	UNIFORMED SECURITY GUARD I (UNARMED)	2892	\$19.89	\$57,521.88	\$2,991,137.76
2.	UNIFORMED SECURITY GUARD III (PBIA)	400	\$21.88	\$8,752	\$455,104
3.	UNIFORMED SECURITY GUARD IV (ARMED)	983.5	\$23.21	\$22,827.035	\$1,187,005.82
4.	SITE/FIELD SUPERVISOR	1128	\$27.85	\$31,414.80	\$1,633,569.60
<b>TOTAL GENERAL FACILITIES</b>					<b>\$6,266,817.18</b>



## JUDICIAL FACILITIES

ITEM NO.	LEVEL OF UNIFORMED SECURITY GUARD	ESTIMATED HOURS PER WEEK	STANDARD HOURLY RATE	TOTAL PER WEEK (Estimated hours per week x hourly rate)	TOTAL PER YEAR (Weekly total x 52)
1.	UNIFORMED SECURITY GUARD II (UNARMED)	2288	\$21.22	\$48,551.36	\$2,524,670.72
2.	UNIFORMED SECURITY GUARD V (ARMED)	180	\$23.74	\$4,273.20	\$222,206.40
3.	UNIFORMED SECURITY GUARD VI (LEAD WORKER)	240	\$25.86	\$6,206.40	\$322,732.80
4.	SITE/FIELD SUPERVISOR	240	\$27.85	\$6,684	\$347,568
<b>TOTAL JUDICIAL FACILITIES</b>					<b>\$3,417,177.92</b>

<b>TOTAL CONTRACT NOT TO EXCEED VALUE (GENERAL FACILITIES AND JUDICIAL FACILITIES TOTALS)</b>	<b>\$9,683,995.10</b>
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**Note: Hours shown are estimates. Actual time will be billed.**