


S H I P T O	AIRPORTS (561) 471-7425 AIRPORT MAINTENANCE 3700 BELVEDERE RD, P.B.I.A. BUILDING "D" WEST PALM BEACH FL 33406 ATTN: VIRGIL SKEEN		CENTRAL DELIVERY ORDER		DO 120 0317220000000009398			
	Universal Protection Services LP 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		 BOARD OF COUNTY COMMISSIONERS		IMPORTANT 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	
I S S U E D T O			ORDER DATE 03-23-2022	DELIVERY DATE 07-11-2022	F.O.B. Destination			
		VENDOR NUMBER VS0000018012	VENDOR ADDRESS AD00000000003	VENDOR CONTACT PC00000000003				
		AGREEMENT NUMBER						
		CMA 680		17015RC				

ITEM	QUANTITY	UNIT	COMMODITY CODE	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	6000.00000	HR	99046	UNIFORMED SECURITY GUARD III (PBIA) PER ALL TERMS, CONDITIONS AND SPECIFICATIONS OF BID #17-015R/MB AS BID BY JEFF BOHLING ON 03/08/17. *PALM BEACH AIRPORT EAST GATE* (L-1) MSDS: Not Required	18.870000	113,220.00
2	3000.00000	HR	99046	UNIFORMED SECURITY GUARD III (PBIA) PER ALL TERMS, CONDITIONS AND SPECIFICATIONS OF BID #17-015R/MB AS BID BY JEFF BOHLING ON 03/08/17. LONGTERM - *PBIA - PARKING GARAGE* (L-2) MSDS: Not Required	18.870000	56,610.00
3	1000.00000	HR	99046	UNIFORMED SECURITY GUARD III (PBIA) PER ALL TERMS, CONDITIONS AND SPECIFICATIONS OF BID #17-015R/MB AS BID BY JEFF BOHLING ON 03/08/17. *PBIA - INSIDE TERMINAL* (L-3)	18.870000	18,870.00

TAX EXEMPTION INFORMATION	STATE TAX EXEMPTION NUMBER 85-8012622286C-8	ISSUER		TELEPHONE	
	FEDERAL EXCISE TAX EXEMPTION NUMBER 59-74-0344K	Ydiel Sanchez		561-741-7425	EXT:
	EXEMPTION CERTIFICATES WILL BE MAILED UPON REQUEST	EMAIL: ydsanchez@pbia.org		ORDER TOTAL 200,024.00	

NOTES TO VENDOR:


- 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.
- To receive payment by credit card, contact the Clerk & Comptroller's Office via email @ pbcpaymentmgr@mypalmbeachclerk.com.
- 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.
- 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 UNIT: 2280

PRINT DATE: 04/12/22

PAGE NUMBER: 1 OF 2

S H I P T O	AIRPORTS (561) 471-7425 AIRPORT MAINTENANCE 3700 BELVEDERE RD, P.B.I.A. BUILDING "D" WEST PALM BEACH FL 33406 ATTN: VIRGIL SKEEN		CENTRAL DELIVERY ORDER		DO 120 0317220000000009398	
	 BOARD OF COUNTY COMMISSIONERS		ORDER DATE		DELIVERY DATE	F.O.B.
			03-23-2022		07-11-2022	Destination
			VENDOR NUMBER		VENDOR ADDRESS	VENDOR CONTACT
I S S U E D T O	Universal Protection Services LP 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		VS0000018012		AD00000000003	PC00000000003
			AGREEMENT NUMBER			
			CMA 680 17015RC			
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						

ITEM	QUANTITY	UNIT	COMMODITY CODE	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
4	400.00000	HR	99046	MSDS: Not Required UNIFORMED SECURITY GUARD III (PBIA), HOLIDAY/EMERGENCY RATE PER ALL TERMS, CONDITIONS AND SPECIFICATIONS OF BID #17-015R/MB AS BID BY JEFF BOHLING ON 03/08/17. *HOLIDAY/ EMERGENCY* (L-4) MSDS: Not Required	28.310000	11,324.00

TAX EXEMPTION INFORMATION	STATE TAX EXEMPTION NUMBER 85-8012622286C-8	ISSUER	TELEPHONE
	FEDERAL EXCISE TAX EXEMPTION NUMBER 59-74-0344K	Ydiel Sanchez	561-741-7425 EXT:
	EXEMPTION CERTIFICATES WILL BE MAILED UPON REQUEST	EMAIL: ydsanchez@pbia.org	ORDER TOTAL
			200,024.00

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

RESP. DEPT: 120 UNIT: 2280
PRINT DATE: 04/12/22
PAGE NUMBER: 2 OF 2

Board of County Commissioners

Mary Lou Berger, Mayor
Hal R. Valeche, Vice Mayor
Paulette Burdick
Shelley Vana
Steven L. Abrams
Melissa McKinlay
Priscilla A. Taylor



County Administrator

Verdenia C. Baker

Purchasing Department
www.pbcgov.org/purchasing

**BOARD OF COUNTY COMMISSIONERS
NOTICE OF SOLICITATION
BID #17-015R/MB**

**UNIFORMED SECURITY GUARD SERVICES, JUDICIAL AND GENERAL LOCATIONS,
TERM CONTRACT (RE-BID)**

FOR MANDATORY PRE-BID CONFERENCE INFORMATION, SEE TERM AND CONDITION #11 OF THIS SOLICITATION

BID SUBMISSION DATE: MARCH 9, 2017 AT 4:00 P.M.

It is the responsibility of the bidder to ensure that all pages are included. Therefore, all bidders are advised to closely examine this package. Any questions regarding the completeness of this package should be immediately directed to Palm Beach County Purchasing Department at (561) 616-6800.

BIDDERS SHALL PROVIDE A RESPONSE IN A SEALED PACKAGE OR CONTAINER SIGNED BY AN AGENT OF THE COMPANY HAVING AUTHORITY TO BIND THE COMPANY OR FIRM. FAILURE TO DO SO SHALL BE CAUSE FOR REJECTION OF YOUR BID.

Protests can be accepted only during the five (5) business day posting period.

C A U T I O N

In order to do business with Palm Beach County, vendors 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>. As they are issued, all amendments to solicitations will be posted under the applicable solicitation on our VSS system. It is the vendor's sole responsibility to routinely check our VSS system for any amendments that may have been issued prior to the deadline for receipt of bids.

Palm Beach County shall not be responsible for the completeness of any Invitation for Bid that was not downloaded from our VSS system or obtained directly from the Purchasing Department.

**In accordance with the provisions of ADA,
this document may be requested in an alternate format.**

**50 South Military Trail, Suite 110, West Palm Beach, FL 33415-3199
(561) 616-6800 FAX: (561) 616-6811**

BOARD OF COUNTY COMMISSIONERS

Palm Beach County

INVITATION FOR BID

BID #17-015R/MB	BID TITLE: UNIFORMED SECURITY GUARD SERVICES, JUDICIAL AND GENERAL LOCATIONS, TERM CONTRACT (RE-BID)	
PURCHASING DEPARTMENT CONTACT: KRISTEN A. MONNETT		TELEPHONE NO.: (561) 616-6824
FAX NO.: (561) 242-6724	E-MAIL ADDRESS: kmonnett@pbcgov.org	

All bid responses must be received on or before March 9, 2017, prior to 4:00 p.m., Palm Beach County local time. **SUBMIT BID TO:** Palm Beach County Purchasing Department, 50 South Military Trail, Suite 110, West Palm Beach, FL 33415-3199.

This Invitation for Bid, General Conditions, Instructions to Bidders, Special Conditions, Specifications, Attachments, Amendments (if issued), and / or any other referenced document form a part of this bid solicitation and response thereto, and by reference are made a part thereof. The selected awardee shall be bound by all terms, conditions and requirements in these documents.

PURPOSE AND EFFECT: It is the purpose and intent of this solicitation to secure bids for item(s) and / or services as listed herein. The selected awardee is hereby placed on notice that acceptance of its bid by Palm Beach County shall constitute a binding contract.

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

GENERAL CONDITIONS

1. GENERAL INFORMATION

Bidders are advised that this package constitutes the complete set of specifications, terms, and conditions which forms the binding contract between Palm Beach County and the successful bidder. Changes to this Invitation for Bid may be made only by written amendment issued by the County Purchasing Department. Bidders are further advised to closely examine every section of this document, to ensure that all sequentially numbered pages are present, and to ensure that it is fully understood. Questions or requests for explanations or interpretations of this document must be submitted to the Purchasing Department contact in writing in sufficient time to permit a written response prior to the published bid submission time. Oral explanations or instructions given by any County agent are not binding and should not be interpreted as altering any provision of this document. Bidder certifies that this bid is made without reliance on any oral representations made by the County.

The obligations of Palm Beach County under this award are subject to the availability of funds lawfully appropriated for its purpose.

2. LEGAL REQUIREMENTS

- a. **COMPLIANCE WITH LAWS AND CODES:** Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility. The successful bidder shall strictly comply with Federal, State and local building and safety codes. Equipment shall meet all State and Federal Safety regulations. Bidder certifies that all products (materials, equipment, processes, or other items supplied in response to this bid) contained in its bid meets all ANSI, NFPA, and all other Federal and State requirements. Bidder further certifies that, if it is the successful bidder, and the product delivered is subsequently found to be deficient in any of the aforementioned requirements in effect on date of delivery, all costs necessary to bring the product into compliance shall be borne by the bidder.

Any toxic substance provided to the County as a result of this solicitation or resultant contract shall be accompanied by its Safety Data Sheet (SDS).

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the successful bidder and Palm Beach County for any terms and conditions not specifically stated in the Invitation for Bid.

- b. **DISCRIMINATION PROHIBITED:** Palm Beach 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-2014-1421, as may be amended, the successful bidder warrants and represents that 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 and expression or genetic information. Per Resolution R-2014-1421, as may be amended, the successful bidder shall comply with the requirements set forth in Section 3.n. hereinbelow.

- c. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The successful bidder 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 successful bidder's sole direction, supervision, and control. The successful bidder shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the successful bidder'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.

- d. **CRIMINAL HISTORY RECORDS CHECK ORDINANCE:** Pursuant to Palm Beach County Code Section 2-371 through 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), the County will conduct fingerprint based criminal history record checks on all persons not employed by the County who repair, deliver, or provide goods or services for, to, or on behalf of the County. A fingerprint based criminal history record check shall be conducted on all employees of vendors, contractors, and subcontractors of contractors, including repair persons and delivery persons, who are unescorted when entering a facility determined to be either a critical facility ("Critical Facilities") or a criminal justice information facility ("CJI Facilities"), which are critical to the public safety and security of the County. County facilities that require this heightened level of security are identified in Resolution R-2003-1274, as amended. In October 2013, compliance with the requirements of the U. S.

Federal Bureau of Investigations CJI Security Policy was added to the Ordinance, which includes a broad list of disqualifying offenses. The bidder is solely responsible for understanding the financial, schedule, and / or staffing implications of this Ordinance. Further, the bidder acknowledges that its bid 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.

- e. **PUBLIC ENTITY CRIMES:** F.S. 287.133 requires Palm Beach County to notify all bidders of the following: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."
- f. **NON-COLLUSION:** Bidder certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful, or wrongful act, or any act which may result in unfair advantage for one or more bidders over other bidders. Conviction for the Commission of any fraud or act of collusion in connection with any sale, bid, quotation, proposal or other act incident to doing business with Palm Beach County may result in permanent debarment.

No premiums, rebates or gratuities are permitted; either with, prior to or after any delivery of material or provision of services. Any such violation may result in award cancellation, return of materials, discontinuation of services, and removal from the vendor bid list(s), and / or debarment or suspension from doing business with Palm Beach County.

- g. **LOBBYING:** Bidders are advised that the "Palm Beach County Lobbyist Registration Ordinance" prohibits a bidder or anyone representing the bidder from communicating with any County Commissioner, County Commissioner's staff, or any employee authorized to act on behalf of the Commission to award a particular contract regarding its bid, i.e., a "Cone of Silence".

The "Cone of Silence" is in effect from the date / time of the deadline for submission of the bid, and terminates at the time that the Board of County Commissioners or a County Department authorized to act on their behalf, awards or approves a contract, rejects all bids, or otherwise takes action which ends the solicitation process.

Bidders may, however, contact any County Commissioner, County Commissioner's staff, or any employee authorized to act on behalf of the Commission to award a particular contract, via written communication, i.e., facsimile, e-mail or U.S. mail. Violations of the "Cone of Silence" are punishable by a fine of \$250.00 per violation.

- h. **CONFLICT OF INTEREST:** All bidders shall disclose with their bid the name of any officer, director, or agent who is also an employee or a relative of an employee of Palm Beach County. Further, all bidders shall disclose the name of any County employee or relative of a County employee who owns, directly or indirectly, an interest of ten percent or more in the bidder's firm or any of its branches.
- i. **SUCCESSORS AND ASSIGNS:** The County and the successful bidder each binds itself and its successors and assigns to the other party in respect to all provisions of this Contract. Neither the County nor the successful bidder shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.
- j. **INDEMNIFICATION:** Regardless of the coverage provided by any insurance, the successful bidder shall indemnify, save harmless and defend the County, its agents, servants, or employees from and against any and all claims, liability,

losses and / or causes of action which may arise from any negligent act or omission of the successful bidder, its subcontractors, agents, servants or employees during the course of performing services or caused by the goods provided pursuant to these bid documents and / or resultant contract.

- k. **PUBLIC RECORDS, ACCESS AND AUDITS:** Any material submitted in response to this solicitation is considered a public document in accordance with Section 119.07, F.S. This includes material which the responding bidder might consider to be confidential. All submitted information that the responding bidder believes to be confidential and exempt from disclosure (i.e., a trade secret or as provided for in Section 119.07 and Section 812.081, F.S.) must be specifically identified as such. Upon receipt of a public records request for such information, a determination will be made as to whether the identified information is, in fact, confidential.

The bidder shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such records as required in this Section for the purpose of inspection or audit during normal business hours, at the Bidder's place of business.

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

1. Keep and maintain public records required by the COUNTY to perform services provided under this Contract.
2. 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 Bidder 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.
3. 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 Bidder 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.
4. Upon completion of the Contract, the Bidder shall transfer, at no cost to the COUNTY, all public records in possession of the Bidder 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 Bidder transfers all public records to the COUNTY upon completion of the Contract, the Bidder shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Bidder keeps and maintains public records upon completion of the Contract, the Bidder shall meet all applicable requirements for retaining public records. All records stored electronically by the Bidder must be provided to the 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.

Bidder 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 Bidder to comply with the requirements of this Section, 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 BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BIDDER'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 OR BY TELEPHONE AT 561-355-6680.

- i. INCORPORATION, PRECEDENCE, JURISDICTION:** This Invitation for Bid shall be included and incorporated in the final award. The order of contractual precedence shall be the bid document (original terms and conditions), bid response, and purchase order or term contract order. Any and all legal action necessary to enforce the award or the resultant contract shall be held in Palm Beach County and the contractual obligations shall be interpreted according to the laws of Florida.
- m. LEGAL EXPENSES:** The County shall not be liable to a bidder for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of this contract, or from any other matter generated by or relating to this contract.
- n. NO THIRD PARTY BENEFICIARIES:** 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 successful bidder.
- o. SCRUTINIZED COMPANIES (WHEN CONTRACT VALUE IS GREATER THAN \$1 MILLION):** As provided in F.S. 287.135, by entering into a Contract or performing any work in furtherance of this Invitation for Bid, the BIDDER 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 on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725, 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 BIDDER, the resulting Contract from this Invitation for Bid 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.

3. BID SUBMISSION

- a. SUBMISSION OF RESPONSES:** All bid responses must be submitted on the provided Invitation for Bid "Response" Form. Bid responses on vendor letterhead / quotation forms shall not be accepted. Responses must be typewritten, written in ink or a photocopy and must be signed by an agent of the company having authority to bind the company or firm. **FAILURE TO SIGN THE BID RESPONSE FORM AT THE INDICATED PLACES SHALL BE CAUSE FOR REJECTION OF THE BID.** Bid responses are to be submitted to the Palm Beach County Purchasing Department no later than the time indicated on the solicitation preamble, and must be submitted in a sealed envelope or container bearing the bid number for proper handling.
- b. CERTIFICATIONS, LICENSES AND PERMITS:** Unless otherwise directed in sub-paragraph d. (Local Preference) or the Special Conditions of this bid, bidder should include with its bid a copy of all applicable Certificates of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board in the name of the bidder shown on the bid response page. It shall also be the responsibility of the successful bidder to maintain a current Local Business Tax Receipt (Occupational License) for Palm Beach County and all permits required to complete this contractual service at no additional cost to Palm Beach County. A Palm Beach County Local Business Tax Receipt (Occupational License) is required unless specifically exempted by law. In lieu of a Palm Beach County Local Business Tax Receipt (Occupational License), the bidder should include the current Local Business Tax Receipt (Occupational License) issued to the bidder in the response. It is the responsibility of the successful bidder to ensure that all required certifications, licenses and permits are maintained in force and current throughout the term of the contract. Failure to meet this requirement shall be considered default of contract.
- c. SBE BID DOCUMENT LANGUAGE**

Item 1 – Policy

It is the policy of the Board of County Commissioners of Palm Beach County, Florida, that SBE(s) have the maximum practical opportunity to participate in the competitive process of supplying goods, services and construction to the County. To that end, the Board of County Commissioners adopted a Small Business Ordinance which is codified in Sections 2-80.21 through 2-80.34 (as amended) of the Palm Beach County Code, which sets forth the County's requirements for the SBE program, and is incorporated in this solicitation. Compliance with the requirements contained in this section shall result in a bidder being deemed responsive to SBE requirements. The provisions of this Ordinance are applicable to this solicitation, and shall have precedence over the provisions of this solicitation in the event of a conflict. Although preferences will not be extended to certified M/WBEs, unless otherwise provided by law, businesses eligible for certification as an M/WBE are encouraged to maintain their certification in order to assist in the tracking of M/WBE availability and awards of contracts to M/WBEs. This information is vital to determining whether race and gender neutral programs assist M/WBE firms or whether race and gender preferences are necessary in order to address any continued discrimination in the market.

Item 2 – SBE Goals

The County has established a minimum goal of 15% SBE participation for all County solicitations, inclusive of all alternates and change orders. This goal is a minimum, and no rounding will be accepted.

Item 3 – Ranking of Responsive Bidders

Bidders who meet the SBE goal will be deemed to be responsive to the SBE requirement.

- a. In evaluating competitive bids or quotes between \$1,000 and one million dollars (\$1,000,000) where the low bidder is non-responsive to the SBE requirement, the contract shall be awarded to the low bidder responsive to the SBE requirement as long as the bid does not exceed the low bid amount by 10%. In the event there are no bidders responsive to the SBE requirement, the contract shall be awarded to the bidder with the greatest SBE participation in excess of seven percent (7%) participation, as long as the bid does not exceed the low bid amount by ten percent (10%).
- b. In evaluating bids in excess of one million dollars (\$1,000,000), where the low bidder is non-responsive to the SBE requirement, the contract shall be awarded to the low bidder responsive to the SBE requirements provided that such bid does not exceed the lowest responsive bid by more than one hundred thousand dollars (\$100,000) plus three percent (3%) of the total bid in excess of one million dollars (\$1,000,000). In the event there are no bidders responsive to the SBE goal, the contract shall be awarded to the bidder with the greatest SBE participation in excess of seven percent (7%) participation, provided that such bid does not exceed the lowest responsive bid by more than one hundred thousand dollars (\$100,000) plus three percent (3%) of the total bid in excess of one million dollars (\$1,000,000).

Item 4 – Bid Submission Documentation

SBE bidders, bidding as prime contractors, are advised that they must complete Schedule 1 and Schedule 2, listing the work to be performed by their own workforce, as well as the work to be performed by any SBE subcontractor. Failure to include this information on Schedule 1 will result in the participation by the SBE prime bidders own workforce NOT being counted towards meeting the SBE goal. This requirement applies even if the SBE contractor intends to perform 100% of the work with their own workforce.

Bidders are required to submit with their bid the appropriate SBE-M/WBE schedules in order to be deemed responsive to the SBE requirements. SBE-M/WBE documentation to be submitted is as follows:

Schedule 1 – List of Proposed SBE and M/WBE Participation

This list shall contain the names of the SBE Prime SBE and subcontractors intended to be used in performance of the contract, if awarded. This schedule shall also be used if an SBE prime bidder is utilizing ANY subcontractors.

(Only Job Order Contracting (JOC) contracts and Task Authorizations for annual contracts may be excluded from this requirement.)**Schedule(s) 2 – Letter(s) of Intent to Perform as an SBE or M/WBE Subcontractor**

A Schedule 2 shall be completed by the SBE Prime. A Schedule 2 shall be completed and signed by the proposed SBE subcontractor listed on Schedule 1. SBE Primes and SBE Subcontractors shall specify the type of work to be performed, the cost and / or percentage. If the SBE intends to subcontract any portion of the job to another certified SBE, or non-SBE, they are required to list the amount and the name of the subcontractor on this form. The Prime may count toward its SBE goal second and third tiered SBE subcontractors; provided that the Prime submits a completed Schedule 2 form for each SBE subcontractor. Additional sheets may be used as needed. In lieu of a Schedule 2, a detailed responsive proposal may be acceptable.

Item 5 – SBE Certification

Only those firms certified by Palm Beach County at the time of bid submission shall be counted toward the established SBE goals. Upon receipt of a complete application, **IT TAKES UP TO NINETY (90) DAYS TO BECOME CERTIFIED AS AN**

SBE WITH PALM BEACH COUNTY. It is the responsibility of the bidder to confirm the certification of any proposed SBE; therefore, it is recommended that bidders visit the on-line Vendor Directory at www.pbcgov.org/osba to verify SBE certification.

Item 6 – Counting SBE Participation (and M/WBE Participation for Tracking Purposes)

- a. Once a firm is determined to be an eligible SBE according to the Palm Beach County certification procedures, the County or the Prime may count toward its SBE goals only that portion of the total dollar value of a contract performed by the SBE. Prior to issue, total dollar value of a contract will be determined by the PBC user department by defining factors to be considered as value. Total dollar value of retail contracts shall be determined by Gross Receipts.
- b. The County may count toward its SBE goals the total value of a contract awarded to an eligible SBE firm that subsequently is decertified or whose certification has expired after a contract award date or during the performance of the contract.
- c. The County or Prime may count toward its SBE goal a portion of the total dollar value of a contract with a joint venture, eligible under the standards for certification, equal to the percentage of the ownership and control of the SBE partner in the joint venture.
- d. The County or Prime may count toward its SBE goal the entire expenditures for materials and equipment purchased by an SBE subcontractor, provided that the SBE subcontractor has the responsibility for the installation of the purchased materials and equipment.
- e. The County or Prime may count the entire expenditure to an SBE manufacturer (i.e., a supplier / distributor that produces goods from raw materials or substantially alters the goods before resale).
- f. The County or Prime may count sixty percent (60%) of its expenditure to SBE suppliers / distributors that are not manufacturers.
- g. The County or Prime may count toward its SBE goal second and third tiered SBE subcontractors; provided that the Prime submits a completed Schedule 2 form for each SBE subcontractor.
- h. The County or Prime may only count toward its SBE goal the goods and services in which the SBE is certified and performs with its own forces.

Item 7 – Responsibilities After Contract Award**Schedule 3 – SBE-M/WBE Activity Form**

This form shall be submitted by the prime contractor with each payment application when SBE subcontractors are utilized in the performance of the contract. This form shall contain the names of all SBE subcontractors, specify the subcontracted dollar amount for each subcontractor and show amount drawn and payments to date issued to subcontractors. This form is intended to be utilized on all non-professional services contracts.

Schedule 4 – SBE-M/WBE Payment Certification

A Schedule 4 for each SBE sub shall be completed and signed by the proposed SBE after receipt of payment from the Prime. If a SBE subcontractor intends to disburse any funds associated with this payment to any subcontractor for labor provided on this contract, the amount and name of the subcontractor must be listed on this form. In addition, if the named subcontractor is a certified SBE, then a Schedule 4 shall be completed and signed by the named SBE after receipt of payment from the SBE subcontractor. When applicable, the Prime shall submit this form with each application submitted to the County for payment to document payment issued to a sub

in the performance of the contract.

All bidders hereby assure that they will meet the SBE participation percentages submitted in their respective bids with the subcontractors contained on Schedules 1 and 2 and at the dollar values specified. Bidders agree to provide any additional information requested by the County to substantiate participation.

The successful bidder shall submit an SBE-M/WBE Activity Form (Schedule 3) and SBE-M/WBE Payment Certification Forms (Schedule 4) with each payment application. Failure to provide these forms may result in a delay in processing payment or disapproval of the invoice until they are submitted. The SBE-M/WBE Activity Form is to be filled out by the Prime Contractor and the SBE-M/WBE Payment Certification Forms are to be executed by the SBE or M/WBE firm to verify receipt of payment.

Item 8 – SBE Substitutions

After contract award, the successful bidder will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitution must be done with other certified SBE's in order to maintain the SBE percentages submitted with the bid. Requests for substitutions must be submitted to the user Department and OSBA.

- d. **LOCAL PREFERENCE ORDINANCE:** In accordance with the Palm Beach County Local Preference Ordinance, a preference may be given to (1) bidders having a permanent place of business in Palm Beach County or (2) bidders having a permanent place of business in the Glades that are able to provide the goods or services within the Glades.

1. **Glades Local Preference:** Pursuant to the Palm Beach County Local Preference Ordinance, a 5% Glades Local Preference is given when a Glades business offers to provide the goods or services that will be procured for use in the Glades. If the lowest responsive, responsible bidder is a non-Glades business, all bids received from responsive, responsible Glades businesses will be decreased by 5%. The original bid amount is not changed. The 5% decrease given for the Glades Local Preference is calculated only for the purpose of determining local preference.
2. **Local Preference:** Pursuant to the Palm Beach County Local Preference Ordinance, a 5% Local Preference is given to bidders having a permanent place of business in Palm Beach County. If the lowest responsive, responsible bidder is a non-local business; all bids received from responsive, responsible local businesses will be decreased by 5%. The original bid amount is not changed. The 5% decrease given for the Local Preference is calculated only for the purpose of determining local preference.
3. To receive a Glades Local Preference or a Local Preference (collectively referred to as "local preference"), a bidder must have a permanent place of business in existence prior to the County's issuance of this Notice of Solicitation / Invitation for Bid. A permanent place of business means that the bidder's headquarters is located in Palm Beach County or in the Glades, as applicable; or, the bidder has a permanent office or other site in Palm Beach County or in the Glades, as applicable, where the bidder will produce a substantial portion of the goods or services to be purchased. A valid Business Tax Receipt issued by the Palm Beach County Tax Collector is required, unless the bidder is exempt from the business tax receipt requirement by law, and will be used to verify that the bidder had a permanent place of business prior to the issuance of this Notice of Solicitation / Invitation for Bid. In addition, the attached "Certification of Business Location" and Business Tax Receipt must accompany the bid at the time of bid submission. The Palm Beach County Business Tax Receipt and this Certification are the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the bidder / proposer to not receive a local preference.

- e. **DRUG FREE WORKPLACE CERTIFICATION:** In compliance with Florida Statute (Section 287.087) attached form "Drug-Free Workplace Certification" should be fully executed and submitted with bid response in order to be considered for a preference whenever two (2) or more bids which are equal with respect to price, quality, and service are received by Palm Beach County.

- f. **CONDITIONED OFFERS:** Bidders are cautioned that any condition, qualification, provision, or comment in their bid, or in other correspondence transmitted with their bid, which in any way modifies, takes exception to, or is inconsistent with the specifications, requirements, or any of the terms, conditions, or provisions of this solicitation, is sufficient cause for the rejection of their bid as non-responsive.

g. **PRICING:**

1. Prices offered must be the price for new merchandise and free from defect. Unless specifically requested in the bid specifications, any bids containing modifying or escalation clauses shall be rejected.
2. The price offered must be in accordance with the unit of measure provided on the bid response page(s). One (1) space or line requires only one (1) single, fixed unit price. Anything other than a single, fixed unit price shall result in the rejection of your bid.
3. All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.
4. Bidder warrants by virtue of bidding that prices shall remain firm for a period of ninety (90) days from the date of bid submission to allow for evaluation and award.
5. Bidder warrants by virtue of bidding that prices shall remain firm for the initial and any subsequent term unless modified by a special condition.
6. In the event of mathematical error(s), the unit price shall prevail and the bidder's total offer shall be corrected accordingly. **BIDS HAVING ERASURES OR CORRECTIONS MUST BE INITIALED BY THE BIDDER PRIOR TO BID SUBMISSION. IF THE CORRECTION IS NOT PROPERLY INITIALED, OR IF THE INTENT OR LEGIBILITY OF THE CORRECTION IS NOT CLEAR, THE BID SHALL BE REJECTED.**
7. Bidders may offer a cash discount for prompt payment. However, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes unless otherwise specified in the special conditions. Bidders should reflect any discounts to be considered in the unit prices bid.

- h. **SUBMITTING NO BID or NO CHARGE:** Bidders not wishing to bid on some items sought by this solicitation should mark those items as "no bid". If some items are to be offered at no charge, bidders should mark those items as "no charge". Items left blank shall be considered a "no bid" for that item, and the bid shall be evaluated accordingly.

- i. **ACCEPTANCE / REJECTION OF BIDS:** Palm Beach County reserves the right to accept or to reject any or all bids. Palm Beach County also reserves the right to (1) waive any non-substantive irregularities and technicalities; (2) reject the bid of any bidder who has previously failed in the proper performance of a contract of a similar nature, who has been suspended or debarred by another governmental entity, or who is not in a position to perform properly under this award; and (3) inspect all facilities of bidders in order to make a determination as to its ability to perform.

Palm Beach County reserves the right to reject any offer or bid if the prices for any line items or subline items are materially unbalanced. An offer is materially unbalanced if it is mathematically unbalanced, and if there is reason to believe that the offer would not result in the lowest overall cost to the County, even though it is the lowest evaluated offer. An offer is mathematically unbalanced if it is based on prices which are significantly less than fair market price for some bid line item and significantly greater than fair market price for other bid line

items. Fair market price shall be determined based on industry standards, comparable bids or offers, existing contracts, or other means of establishing a range of current prices for which the line items may be obtained in the market place. The determination of whether a particular offer or bid is materially unbalanced shall be made in writing by the Purchasing Director, citing the basis for the determination.

- j. **NON-EXCLUSIVE:** The County reserves the right to acquire some or all of these goods and services through a State of Florida contract under the provisions of Section 287.042, Florida Statutes, provided the State of Florida contract offers a lower price for the same goods and services. This reservation applies both to the initial award of this solicitation and to acquisition after a term contract may be awarded. Additionally, Palm Beach County reserves the right to award other contracts for goods and services falling within the scope of this solicitation and resultant contract when the specifications differ from this solicitation or resultant contract, or for goods and services specified in this solicitation when the scope substantially differs from this solicitation or resultant contract.
- k. **OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES:** Palm Beach County encourages and agrees to the successful bidder extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful bidder.
- l. **PERFORMANCE DURING EMERGENCY:** By submitting a bid, bidder agrees and promises that, during and after a public emergency, disaster, hurricane, flood, or acts of God, Palm Beach County shall be given "first priority" for all goods and services under this contract. Bidder agrees to provide all goods and services to Palm Beach County during and after the emergency at the terms, conditions, and prices as provided in this solicitation on a "first priority" basis. Bidder shall furnish a 24-hour phone number to the County in the event of such an emergency. Failure to provide the stated priority during and after an emergency shall constitute breach of contract and make the bidder subject to sanctions from doing further business with the County.
- m. **SALES PROMOTIONS / PRICE REDUCTIONS:** Should sales promotions occur during the term of the contract that lower the price of the procured item, the successful bidder shall extend to the County the lower price offered by the manufacturer on any such promotional item. Further, any price decreases effectuated during the contract period by reason of market change or otherwise, shall be passed on to Palm Beach County. Additionally, anytime after award, the successful bidder may offer a reduced price which shall remain in effect for the duration of the contract.
- n. **SUCCESSFUL BIDDER NON-DISCRIMINATION POLICY:** The successful bidder shall perform the following and shall use the attached form "Non-Discrimination Policy" in order to do the same:
 1. Submit to Palm Beach County a copy of its non-discrimination policy, which shall be consistent with the non-discrimination policy of Palm Beach County as set forth in Section 2.b. hereinabove; **OR**
 2. In the event that the successful bidder **does not** have a written non-discrimination policy, the successful bidder shall sign and submit to Palm Beach County a statement affirming that its non-discrimination policy is in conformance with Palm Beach County's non-discrimination policy as provided in Palm Beach County Resolution R-2014-1421, as may be amended.

The successful bidder shall satisfy the requirements set forth in this Section 3.n. prior to execution of a contract with Palm Beach County and within a time frame specified by Palm Beach County (normally within 2 working days of request). The successful bidder's failure to satisfy the requirements set forth in this Section 3.n. shall render its bid non-responsive. It is the responsibility of the successful bidder to maintain a non-discrimination policy that conforms with the County's policy as set forth in Section 2.b. hereinabove throughout the term of the

contract. Failure to meet this requirement shall be considered a default of contract.

4. BID SUBMISSION TIME / AWARD OF BID

- a. **OBSERVING THE PUBLISHED BID SUBMISSION TIME:** The published bid submission time shall be scrupulously observed. It is the sole responsibility of the bidder to ensure that their bid arrives in the Purchasing Department prior to the published bid submission time. Any bid delivered after the precise published time of bid submission shall not be considered, and shall be returned to the bidder unopened if bidder identification is possible without opening. Bid responses by telephone, electronics, or facsimile shall not be accepted. Bidders shall not be allowed to modify their bids after the published bid submission time.
- b. **POSTING OF AWARD RECOMMENDATION:** Recommended awards shall be publicly posted for review, at the Purchasing Department and on the Purchasing Department website at www.pbcgov.org/purchasing prior to final approval, and shall remain posted for a period of five (5) business days. The official posting on the Purchasing Department website shall prevail if a discrepancy exists between the referenced listings.
- c. **PROTEST PROCEDURE:** Protest procedures are provided in the Palm Beach County Purchasing Code. Protests must be submitted in writing, addressed to the Director of Purchasing, via hand delivery, mail or fax to (561) 242-6705. Protest must identify the solicitation, specify the basis for the protest, and be received by the Purchasing Department within five (5) business days of the posting date of the recommended award. The protest is considered filed when it is received by the Purchasing Department. Failure to file protest as outlined in the Palm Beach County Purchasing Code shall constitute a waiver of proceedings under the referenced County Code.

5. CONTRACT ADMINISTRATION

- a. **DELIVERY AND ACCEPTANCE:** Deliveries of all items shall be made as soon as possible. Deliveries resulting from this bid are to be made during the normal working hours of the County. Time is of the essence and delivery dates must be met. Should the successful bidder fail to deliver on or before the stated dates, the County reserves the right to CANCEL the order or contract and make the purchase elsewhere. The successful bidder shall be responsible for making any and all claims against carriers for missing or damaged items.

Delivered items shall not be considered "accepted" until an authorized agent for Palm Beach County has, by inspection or test of such items, determined that they appear to fully comply with specifications. The Board of County Commissioners may return, at the expense of the successful bidder and for full credit, any item(s) received which fail to meet the County's specifications or performance standards.

- b. **FEDERAL AND STATE TAX:** Palm Beach County is exempt from Federal and State taxes. The authorized agent for Purchasing shall provide an exemption certificate to the successful bidder, upon request. Successful bidders are not exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor are successful bidders authorized to use the County's Tax Exemption Number in securing such materials.
 - c. **PAYMENT:** In order for Palm Beach County to make payment, the Vendor's Legal Name; Vendor's Address; and Vendor's TIN/FEIN Number on the successful bidder's bid; must be exactly the same as it appears on the invoice and in Palm Beach County's VSS system which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. Successful bidders shall send **ALL ORIGINAL** invoices to the following address and may send copies of invoices to the Palm Beach County Department requesting the goods/services. Invoices submitted on carbon paper shall not be accepted.
- PALM BEACH COUNTY
FINANCE DEPT.
P.O. BOX 4036**

WEST PALM BEACH, FL 33402-4036

Payment shall be made by the County after goods / services have been received, accepted and properly invoiced as indicated in the contract and / or order. Invoices must bear the order number. The Florida Prompt Payment Act is applicable to this solicitation. Interest penalties will only be paid in accordance with the Florida Prompt Payment Act, Florida Statute 218.70.

Note: **Palm Beach County Vendors can now be paid by Credit Card via the County's voluntary Payment Manager Program.** For vendors who don't have a merchant account, one is needed to utilize the Program. For vendors with a merchant account, you will need to enroll with the Palm Beach County Clerk & Comptroller's office. For information, contact the Palm Beach County Clerk & Comptroller at pbcpaymentmgr@mypalmbeachclerk.com or 561-355-3295.

- d. **CHANGES:** The Director of Purchasing, Palm Beach County, by written notification to the successful bidder may make minor changes to the contract terms. Minor changes are defined as modifications which do not significantly alter the scope, nature, or price of the specified goods or services. Typical minor changes include, but are not limited to, place of delivery, method of shipment, minor revisions to customized work specifications, and administration of the contract. The successful bidder shall not amend any provision of the contract without written notification to the Director of Purchasing, and written acceptance from the Director of Purchasing or the Board of County Commissioners.
- e. **DEFAULT:** The County may, by written notice of default to the successful bidder, terminate the contract in whole or in part if the successful bidder fails to satisfactorily perform any provisions of this solicitation or resultant contract, or fails to make progress so as to endanger performance under the terms and conditions of this solicitation or resultant contract, or provides repeated non-performance, or does not remedy such failure within a period of 10 days (or such period as the Director of Purchasing may authorize in writing) after receipt of notice from the Director of Purchasing specifying such failure. In the event the County terminates this contract in whole or in part because of default of the successful bidder, the County may procure goods and / or services similar to those terminated, and the successful bidder shall be liable for any excess costs incurred due to this action.

If it is determined that the successful bidder was not in default or that the default was excusable (e.g., failure due to causes beyond the control of, or without the fault or negligence of, the successful bidder), the rights and obligations of the parties shall be those provided in Section 5f, "Termination for Convenience".

- f. **TERMINATION FOR CONVENIENCE:** The Director of Purchasing may, whenever the interests of the County so require, terminate the contract, in whole or in part, for the convenience of the County. The Director of Purchasing shall give five (5) days prior written notice of termination to the successful bidder, specifying the portions of the contract to be terminated and when the termination is to become effective. If only portions of the contract are terminated, the successful bidder has the right to withdraw, without adverse action, from the entire contract.

Unless directed differently in the notice of termination, the successful bidder shall incur no further obligations in connection with the terminated work, and shall stop work to the extent specified and on the date given in the notice of termination. Additionally, unless directed differently, the successful bidder shall terminate outstanding orders and / or subcontracts related to the terminated work.

- g. **REMEDIES:** 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.

6. **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, Florida Statutes, in the same manner as a second degree misdemeanor.
7. **BUSINESS INFORMATION:** If bidder is a Joint Venture for the goods / services described herein, bidder shall, upon request of Palm Beach County, provide a copy of the Joint Venture Agreement signed by all parties.

THIS IS THE END OF "GENERAL CONDITIONS"

SPECIAL CONDITIONS

8. GENERAL / SPECIAL CONDITION PRECEDENCE

In the event of conflict between General Conditions and Special Conditions, the provisions of the Special Conditions shall have precedence.

9. LOCAL PREFERENCE, GLADES LOCAL PREFERENCE, AND SBE ORDINANCE (LOT # 4 PALM TRAN ONLY)

The Palm Beach County Local Preference, Glades Local Preference, and SBE Ordinance **DO NOT APPLY TO LOT # 4 OF THIS SOLICITATION.**

10. SMALL BUSINESS

The successful bidder must commit, in writing, to provide an offer to mentor the Palm Beach County approved SBE selected by the bidder to fulfill the twenty percent (20%) SBE obligation. The successful bidder agrees to collaborate with Palm Beach County's Office Small Business Assistance (OSBA) to outline the bidder's mentorship program, to include, providing the selected SBE with access to corporate training, managerial and accounting support, and providing a timeline establishing the beginning and end of the aforementioned mentoring program. Approval of this plan is subject to approval by OSBA.

11. PRE-BID CONFERENCE (MANDATORY) NOT REQUIRED IF BIDDER PREVIOUSLY ATTENDED THE PRE-BID CONFERENCE ON 01/10/17, HOWEVER, IT IS RECOMMENDED.

All interested parties/bidders are **required** to attend a pre-bid conference which is scheduled to be held at Palm Beach County Purchasing, 50 S Military Trail, Suite #1N-142 West Palm Beach, FL 33415 on February 21, 2017 commencing at 1:00 p.m.

At this time, the County's representative, along with OSBA, will be available to answer questions relative to this Invitation for Bid (IFB). Any suggested modifications may be presented in writing to, or discussed with the County's representative(s) as possible amendments to the Invitation for Bid. **THE BIDDER'S FAILURE TO ATTEND THIS CONFERENCE SHALL RESULT IN DISQUALIFICATION OF THEIR BID.**

All interested parties/bidders shall sign an attendance sheet. The attendance sheet will be collected at 1:10 p.m. (10 minutes after stated start time) local time. Those arriving after the attendance sheet has been collected shall be considered as not in attendance for purposes of the mandatory pre-bid conference.

In accordance with the provisions of ADA, auxiliary aids or services will be provided upon request with at least three days notice.

12. POST AWARD MEETING

Within five (5) days after receipt of notification of award of bid, successful bidder shall meet with Electronic Services & Security Division representative(s) to discuss job procedures and scheduling.

The successful bidder shall contact Nancy Albert at 561-233-0808 to arrange meeting.

13. QUALIFICATION OF BIDDERS

This bid shall be awarded only to a responsive and responsible bidder, qualified to provide the goods and/or service specified. The bidder shall, upon request, promptly furnish the County sufficient evidence in order to confirm a satisfactory performance record. Such information may include an adequate financial statement of resources, the ability to comply with required or proposed delivery or performance schedule, a satisfactory record of integrity and business ethics, the necessary organization, experience, accounting and operation controls, and technical skills, and be otherwise qualified and eligible to receive an award under applicable laws and regulations.

The bidder should submit the following information with their bid response; however, if not included, it shall be the responsibility of the bidder to submit all evidence, as solicited, within a time frame specified by the County (normally within two (2) working

days of request). Failure of a bidder to provide the required information within the specified time frame is considered sufficient cause for rejection of their bid. **Information submitted with a previous bid shall not satisfy this provision.**

- A. Bidder shall provide written evidence which indicates the following:
 - Total number of years in the security business,
 - Names of principals,
 - A minimum of five (5) years within the past eight (8) years showing security experience under the same name and with at least fifty-one percent (51%) of its officers being the same during the past eight (8) years,
 - General capabilities of the firm.
 1. Bidder shall complete and submit Attachment 1 herein to support this requirement.
- B. Bidder shall provide evidence that it has continuously employed, or managed through written subcontract, no less than one hundred (100) security guards for a two (2) year period.
 1. Bidder shall submit with bid, written evidence to support this qualification. Written evidence shall be submitted in the form of government tax forms for bidder's own employees or from subcontracts or a combination thereof.
- C. List a minimum of three (3) non-residential references in which similar services have been provided and include the scope of work, addresses, telephone numbers, reference contact name, contact phone number, contact email address, total dollar amount to contract, contract dates and total length of service. A contact person shall be someone who has personal knowledge of the bidder's performance for the specific requirement listed. The contact person must have been informed that they are being used as a reference and that Palm Beach County staff will be contacting them. **DO NOT** list persons who are unable to answer specific questions regarding the requirement. Palm Beach County cannot be listed as a reference. Non-residential clients are any clients other than individuals, property or homeowner associations, or congregate living facilities.
 1. Bidder shall complete and submit Attachment 2 herein to support this qualification.
- D. Bidder shall provide a list of all non-residential clients and their contact information with whom the Bidder has had a contract within the past five (5) years. The County will seek references from a minimum of one (1) client or twenty percent (20%) of clients submitted, or whichever is greater.
 1. Bidder shall complete and submit Attachment 3 herein to support this requirement.
- E. Bidder shall have successfully performed screening services on behalf of at least one (1) Circuit Court in the State of Florida (even if contracted for by the County or State) or another governmental entity in the State of Florida that has monthly screening volumes of no less than 50,000 at a single location, for no less than one (1) year within the last eight (8) years.
 1. Bidder shall submit with bid, written evidence to support this qualification. Written evidence is proof of contract that meets these requirements.
- F. County's annual estimated value of this Solicitation is \$6,287,251.00. Bidder shall supply non-residential contracts, with a combined annual value of no less than \$2,000,000.00.
 1. Bidder shall complete and submit Attachment 4 herein to support this qualification. Written evidence must include actual contract that meets these requirements.
- G. Bidder shall provide two (2) examples of contracts where the Bidder has utilized a subcontractor in each contract for no less than fifteen percent (15%) of the contract term to fulfill their contractual requirements.
 1. Bidder shall complete and submit Attachment 5 herein to support this requirement.
- H. Bidder shall provide examples of payroll record policies and five (5) examples within the last five (5) years of how the Bidder rectified any billing discrepancies (emails, payroll sheets, or written correspondence with the client). The actual documents must be provided with names, social security numbers and other personal information redacted, but all other information intact in their original format.
 1. Bidder shall submit with bid, written evidence to support this requirement.

- I. Bidder must provide written evidence (copies of current licenses/certifications) that show that the firm (bidder) or a principal in the firm who is licensed to contract the scope of work in Palm Beach County with the following:
 1. Class "B" Security Agency, or Class "BB" Security Agency Branch Office License, issued by the State of Florida, Division of Licensing.
 2. Licensing issued by the City and/or County where the local office is located and/or where security services will be provided.
 - a. Bidder shall submit with bid, a copy of all license(s) to support this qualification.

14. CRIMINAL HISTORY RECORDS CHECK (LOTS #1,2,4,5 and 6)

This solicitation includes sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to Palm Beach County Code Section 2-371 through 2-377, as amended, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), and Resolution R-2003-1274, as amended. County staff representing the User County Department will contact the recommended awardee(s) and provide specific instructions for meeting the requirements of this Ordinance. This provision applies to and must be adhered to by all vendors, contractors, and subcontractors of contractors, including repair persons and delivery persons, who are unescorted when entering critical facilities or criminal justice information facilities.

Individuals passing the background check will be issued a badge. Contractor shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the contract work and return them to the County. If the contractor or its subcontractor 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 return it to the County in a timely manner. The County reserves the right to suspend any Contractor that; 1) does not comply with the requirements of County Code Section 2-371 through 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.

15. CRIMINAL HISTORY RECORDS CHECK (Palm Beach International Airport) (LOT #3)

SECURITY AND ACCESS at Palm Beach International Airport (PBIA). All individuals working at the airport must pass a Criminal History Records Check (CHRC) and any other background checks that may be required by the Department of Homeland Security. CHRC will be conducted at a minimum of every two years at the bidder's expense. All on-site personnel will require 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 Criminal History Records Check that does not disclose that the individual has a disqualifying criminal offense, as listed in 49 CRF 1542.209. When determining if an individual will be granted unescorted access to the AOA, the Department of Airports Security Office will apply the policies and procedures set forth in 1542.209. An individual has a disqualifying criminal offense if the individual has been convicted, or found not guilty by reason of insanity, of any of the disqualifying crimes listed in 1542.209 in any jurisdiction during the ten (10) years before the date of the individual's application for unescorted access authority. Fingerprinting at PBIA is conducted electronically by the Airport Security Office, and submitted to the FBI after being reviewed by the designated authorized clearinghouse.

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. Lost badge replacement - \$100.00. Non-Returned badges fee \$100.00. The successful bidder shall 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. 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 *person* meaning an individual, firm partnership, corporation, company, association, joint-stock association, or governmental entity.

16. AWARD (ALL-OR-NONE)

Palm Beach County shall award this bid to the lowest, responsive, responsible bidder on an all-or-none, total offer basis. Therefore, it is necessary for a bidder to bid on every item in order to have a bid considered. It is also required that the bidder carefully consider each item, and make sure that each one meets the specifications as indicated. In the event that one item does not meet such specifications the entire bid will be considered non-responsive. Additionally, if a bidder enters a No Bid, or N/A for any item, they will be considered non-responsive.

17. METHOD OF ORDERING (TERM CONTRACT)

A contract shall be issued for a term of twenty-four (24) months or until the estimated amount is expended, at the discretion of the County. The County will order on an "as needed" basis.

18. RENEWAL OPTION

The successful bidder shall be awarded a contract for twenty-four (24) months with the option to renew for three (3) additional twelve (12) month period(s). The option for renewal shall only be exercised upon mutual written agreement and with all original terms, conditions and unit prices adhered to with no deviations. Any renewal shall be subject to the appropriation of funds by the Board of County Commissioners. A renewal shall be revoked if a vendor is suspended by the Purchasing Department prior to the commencement of the renewal period.

The County shall provide a three percent (3%) cost of living increase to the successful bidder at each renewal period. One and a half percent (1 1/2%) of the increase shall be reflected in the Uniformed Security Guards hourly wage effective at the beginning of each renewal period. Proof of wage increase shall be provided to the Contract Administrator upon request.

19. RESPONSE TIME

Within two (2) hours of a post being vacated due to absenteeism, or for a Uniformed Security Guard being relieved of his post or for any other reason, successful bidder is required to re-fill the post with a qualified replacement.

20. ATTACHMENT(S)

Attachments 1,2,3,4,5 and Attachment A are included, are considered to be a component of this bid and shall be completed and submitted with your Bid response. **Failure to do so shall render your bid non-responsive.**

21. PERFORMANCE AND PAYMENT BOND

The successful bidder shall furnish a surety bond from a surety company acceptable to Palm Beach County as security for faithful performance of order(s) awarded as a result of this bid and for the payment of all persons performing labor, and on their furnishing material in connection therewith. Surety of such bond shall be in a dollar amount equal to the the Total Annual Offer. The attorney-in-fact who signs the bond must file with the bond a certificate and effective dated copy of power of attorney. Under no circumstances shall the successful bidder begin work until it has supplied to Palm Beach County an acceptable Performance and Payment Bond. Palm Beach County will accept any surety company listed on the current U.S. Treasury Circular #570 and licensed to do business in the State of Florida. **Failure to submit an acceptable Performance and Payment Bond shall result in disqualification of your bid.**

22. PAYROLL RECORDS

Successful bidder shall 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 Uniform Security Guard, the associated guard schedule, billing invoice and Schedule 4 attached. These documents will be submitted to the Contract Administrator or designee every week.

Payroll shall be submitted weekly, shall 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 shall be submitted uniquely marked.

23. CONTRACT ADMINISTRATOR AUDITS

The County, at its sole discretion, may conduct audits of successful bidder's employee files for compliance. The successful bidder shall keep orderly and complete records of its accounts and operations and shall keep open these records to inspection by County personnel at reasonable hours during the entire term of this contract, plus three (3) years after the ending date of this contract. If any litigation, claim or audit is commenced prior to the expiration of the three (3) year period and extends beyond this period, the records shall be maintained until all litigation, claim or audit findings involving the records have been resolved. Any person duly authorized by the County shall have full access to and the right to examine any of the said records during said period, and the County shall bear the costs of all audits.

24. INSURANCE REQUIREMENTS

A. SECURITY GUARD COMMERCIAL GENERAL LIABILITY/PROFESSIONAL (E&O) LIABILITY

Successful bidder shall agree to 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 agree to be maintained.

Security Guard 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 successful bidder 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.

In addition to the indemnification provided for in the General Conditions, the successful bidder 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, its subcontractors, agents, servants, or employees during the course of performing the services pursuant to this bid.

B. BUSINESS AUTO LIABILITY

Successful bidder shall maintain Business Auto Liability with minimum limits of \$500,000 per occurrence combined single limit for bodily injury and property damage liability. Coverage shall include all Owned Autos, Hired-Auto, and Non-Owned Auto Liability coverage under a separate policy or endorsed to the Security Guard Commercial General Liability

C. WORKER'S COMPENSATION & EMPLOYERS LIABILITY

Successful bidder shall maintain Worker's Compensation & Employers Liability applying to ALL employees for Statutory Limits in compliance with Florida Statute 440.02 and applicable federal laws. Coverage must include Employers Liability with minimum limits of \$100,000 Each Accident, \$500,000 Disease-Policy Limit, and \$100,000 Disease-Each Employee. A Certificate of Exemption from the Worker's Compensation Law shall not satisfy this requirement unless submitted for review and approval by the County's Risk Management Department.

D. ADDITIONAL INSURED CLAUSE

Successful bidder agrees to endorse COUNTY as an Additional Insured with a CG2026 Additional Insured or its equivalent Designated Person or Organization endorsement to the Commercial General Liability. 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.

E. OTHER INSURANCE CONDITIONS

Required insurance may be subject to the review and acceptance by County as to types of coverage, forms, and acceptability of the insurers, who shall be authorized and licensed to do business under the insurance laws of the State of Florida.

The requirements contained herein as to types and limits, as well as County's approval of insurance coverage to be maintained by successful bidder are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by successful bidder under the agreement.

Successful bidder shall agree the coverages, including the Additional Insured endorsements, required by this agreement shall be primary as respects to County's insurance.

Successful bidder shall agree to deliver to County certificates of insurance, evidencing that such policies are in full force and effect prior to the ratification of this agreement. Furthermore, said certificates of insurance shall provide thirty (30) days written notice to County prior to any adverse change, cancellation, or non-renewal of coverage there under.

Successful bidder shall agree to monitor and enforce the same insurance requirements referenced above with any subcontractors with whom the successful bidder has subcontracted work or services to.

**SPECIFICATIONS
BID #17-015R/MB**

**UNIFORMED SECURITY GUARD SERVICES, JUDICIAL AND
GENERAL LOCATIONS, TERM CONTRACT (RE-BID)**

1. PURPOSE AND INTENT

The sole purpose and intent of this Invitation for Bid (IFB) is to secure firm, fixed hourly rates and establish a term contract for Uniformed Security Guard Services at various Judicial facility and General facility locations throughout Palm Beach County for Uniformed Security Guards I, II, III, IV, V, VI and Site/Field Supervisor.

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

2. WORK HOURS AND LOCATIONS

Uniformed Security Guard services shall be required at various Judicial and General facility locations throughout Palm Beach County. Upon award of contract, the County shall coordinate mandated hours for security services with the successful bidder based on work location.

3. START DATE

The start date for the successful bidder is estimated to be seventy-five (75) days after award.

4. GENERAL REQUIREMENTS

The following requirements apply to all personnel and services that the successful bidder provides under this contract:

- A. Judicial Uniformed Security Guards may be located at any judicial facility within Palm Beach County.
- B. General Locations Uniformed Security Guards, with the exception of the Airport-based Uniformed Security Guard III (PBIA) level, may be located at any General location within Palm Beach County under this contract.
- C. The successful bidder shall 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 for a Uniform Security Guard being relieved of his post or for any other reason, successful bidder is required to re-fill the post with a qualified guard. Successful bidder cannot allow previous post guard to leave post until a relief guard arrives.
- E. The successful bidder guarantees a pool of available qualified and trained Uniformed Security Guards for Non-Routine Work. For informational purposes only, Non-Routine work can be 100 hours/week between all Facilities, but is not consistent from week to week or month to month. This historical data is for informational purposes only and bidder cannot rely on, or be limited by, this data.
- F. No Uniformed Security Guard assigned under this contract shall work more than twelve (12) continuous hours on a shift, unless approved by the County or on an as needed basis for hold-overs up to two (2) hours for the sole purpose of covering absenteeism, providing the Uniformed Security Guard remains capable of performing all job duties.
- G. Uniformed Security Guards assigned under this contract shall not work with less than eight (8) hours rest period between shifts, inclusive of any shift(s) worked at any other location not covered by this contract.
- H. Uniformed Security Guards shall report for duty at the designated starting time, and shall 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.

- I. The successful bidder shall be responsible for preparing all work schedules in accordance with County site requirements 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.
- J. The successful bidder shall only assign security officers employed on a full time basis (thirty (30)+ hours/week) to fill posts in this Bid. This requirement for full time does not apply to posts: 1) made necessary as a result of hold-over's, 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 successful bidder when it is determined to be in the County's best interest to waive the requirement.
- K. The successful bidder's representative shall 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.
- L. If the Contract Administrator or County Representative requests a special meeting with the successful bidder's management to discuss the service or problems which have occurred, the successful bidder shall 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).
- M. At the Contract Administrator request, Uniformed Security Guard(s) may be required to punch a time card utilizing a time clock and cards provided by the County. In these situations, the billing is to be reconciled utilizing the time card(s). Any missed punches must be initialed by the Contract Administrator or designee. Successful bidder will only bill the County for actual hours worked performing security work authorized under this contract.
- N. The successful bidder shall be responsible for all damage to the facilities, work areas and County equipment that are caused in any way by the successful bidder, 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 successful bidder shall reimburse the County for all expenses incurred by the County in doing so. The successful bidder shall 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 shall be provided and maintained by the County.
 - 3. Guard Tour system scanner and charger.
 - 4. Any and all computers, scanners, faxes issued by Palm Beach 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.
- O. All Post Orders shall be developed by the County and shall be site specific. Within one (1) week from award of contract, the Post Orders shall be provided to the successful bidder for review and discussion regarding implementation. The successful bidder shall 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 shall notify the successful bidder of such changes.
 - 1. The successful bidder shall 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 shall 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 shall be familiar with the physical makeup of the assigned facility and shall perform the duties as described in the Post Orders.

3. Any/all successful bidder's personnel shall 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 successful bidder with changes to the Uniformed Security Guards' Post Orders as necessitated by the circumstances; the changes shall be within the scope of the contract.
5. Uniformed Security Guards shall be responsive to the special requirements of County sites or activities conducted at County sites as outlined by Palm Beach County personnel. The special requirements will be addressed in the Uniformed Security Guards' Post Orders by the successful bidder and be within the scope of contract.

- P. Whenever the successful bidder receives a new request to supply personnel for a new post under this contract, a member of the successful bidder's management shall set up a meeting with the Contract Administrator or designee to define requirements for the post and exchange contact information.
- Q. No Uniformed Security Guard is to be assigned to any post without site-specific training by a qualified representative of the successful bidder who is familiar with the required duties of the site. Within one (1) week of assignment of new personnel, the successful bidder's account manager or supervisor shall meet with the Uniformed Security Guard to certify that he/she is thoroughly familiar with the Post Orders and required duties. Documentation shall be provided to the Contract Administrator certifying completion of this requirement.
- R. The County shall 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 successful bidder and will be done at the cost of the County.
1. This records check shall be performed at County expense, with the exception of the PBIA Uniformed Security Guard III category, as specified herein for Lot #3
 2. Once the records check is complete, the Uniformed Security Guard will be issued an ID card.
 3. The successful bidder 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 successful bidder shall follow the PBIA/TSA procedures with candidates to be assigned as Uniformed Security Guard III at PBIA (Lot #3).

- S. If any Uniformed Security Guard assigned to any post under this contract is arrested for any reason during the term of this contract, the successful bidder shall, upon becoming aware of such arrest, notify the Contract Administrator and remove said Uniformed Security Guard from the facility immediately while awaiting case disposition.
- T. Any Uniformed Security Guard or Site/Field Supervisor that the County considers to be unsatisfactory shall be replaced at the County's discretion. Any successful bidder's employee requested to be removed by the County shall not be returned to duty at any County facility without prior written consent from the County.
- U. If successful bidder provides vacation or holiday time to its employees:
1. Qualified substitute employees shall be provided to perform the services during all such vacation or holiday periods.
 2. Substitute personnel shall meet any/all training specifications, and the successful bidder shall furnish such documentation upon request.
 3. The County shall pay the standard contracted hourly rate except for those listed as paid holidays observed by Palm Beach County.
- V. Paid contract holidays observed by Palm Beach County consist of New Year's Day, 4th of July, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day. The County shall pay one and a half (1 ½) the standard hourly rate for Uniformed Security Guards working approved holidays.

- W. Successful bidder represents that it is fully experienced and properly qualified to perform the class of services required by this contract and are properly licensed, organized and financed to perform such work.
- X. The successful bidder shall 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.
- Y. The successful bidder shall 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 premises, or be offensive to others at any facility.
- Z. Uniformed Security Guards shall 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.
- AA. Uniformed Security Guards shall take action, as required, for each situation encountered. A report shall 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.
- BB. Uniformed Security Guards shall be required to 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 shall be required for persons entering a facility after-hours. Uniformed Security Guards shall 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.
- CC. Uniformed Security Guards are not permitted to watch television while on duty at any County facility.
- DD. 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.
- EE. Uniformed Security Guards shall not solicit or accept gratuities for any reason whatsoever from employees, tenants, citizens or other persons using the premises.
- FF. The successful bidder shall ensure that each person working at a screening checkpoint where X-ray is used wears an individual personnel dosimeter. Each dosimeter shall be evaluated at the end of each calendar quarter. A record of operator duty time and the results of dosimeter evaluations shall be maintained by the successful bidder. These records will be made available to the County representative upon request. The successful bidder shall 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 shall be maintained by the successful bidder. These records will be made available to the Contract Administrator upon request.
- GG. The County shall not be responsible for any travel expenses or parking fees of successful bidder unless specifically provided in the contract. Successful bidder's Uniformed Security Guards posted at the Satellite judicial locations, shall park in the parking area provided for County employees at all judicial facilities.
- HH. Successful bidder shall ensure that lost, or apparently lost articles, found by the successful bidder's employee(s) be turned in immediately to the County or designated representative.
- II. Uniformed Security Guards shall perform crowd control measures as required.
- JJ. Uniformed Security Guards are prohibited from conducting any illegal activities which are prohibited on Palm Beach County property.
- KK. Uniformed Security Guards shall not have unauthorized visitors.
- LL. Uniformed Security Guards shall perform other appropriate duties as outlined in the scope of this contract.

5. **COUNTY'S RESPONSIBILITIES**

The County shall:

- A. Designate a Contract Administrator from the Facilities Development and Operations Department, Electronic Services and Security Division who shall act on behalf of the County with respect to monitoring the successful bidder'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 successful bidder, in writing, of the name and contact information of the Contract Administrator at the time of award. The Contract Administrator shall have complete authority to require the successful bidder to comply with all provisions of this contract.
- C. Provide the successful bidder with all utility services generally available in all County facilities and required by the successful bidder 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 successful bidder.
- E. The County shall be physically and financially responsible for the routine repair, maintenance and renewal/replacement of County equipment when due to normal use.
- F. The County's User Agencies shall not interfere with the successful bidder's relationship with its employees, the Uniformed Security Guards.
- G. County is not contractually bound to the successful bidder's subcontractor.
- H. County shall not interfere with the successful bidder's relationship with its subcontractor.
- I. Be responsible for the normal operating costs (electricity, phone, data and gasoline) associated with County equipment.
- J. Provide, at the County's sole cost and expense, at Judicial Facilities, a reasonable amount of space for the storage of successful bidder's supplies and equipment. The successful bidder shall bear all risk of loss, damage or theft of such supplies and equipment. County shall provide one (1) office or lockable workstation for each Field Site Supervisor assigned to a judicial facility.

6. **SEARCHES**

The successful bidder 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 successful bidder 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.

7. **UNIFORMS**

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

A. Uniforms shall:

- 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 shall be borne by the successful bidder.

- 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, shall be replaced in one (1) day by the successful bidder.
- C. All Uniformed Security Guards shall have and wear photo identification badges, clearly visible, with full name at all times.

8. **COMPLIANCE WITH RULES AND REGULATIONS**

- A. The successful bidder shall 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 shall 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 successful bidder's performance of its obligations and functions hereunder. The successful bidder shall 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 successful bidder shall 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, shall pay promptly when due all such fees and shall provide each renewed license to the Contract Administrator on an annual basis.
- C. The successful bidder shall 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 shall entitle the County to all remedies for violations/penalties created herein or provided by law.

9. **SCOPE OF WORK**

JUDICIAL POST ASSIGNMENTS

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 Main County Courthouse and Satellite County Courthouses. The description and locations are as follows:

A. Main County Courthouse: Courthouse and Offices of the Public Defender and State Attorney

1. Main County Courthouse, 205 N. Dixie Highway, West Palm Beach, FL 33401
2. Offices of the State Attorney, 401 N. Dixie Hwy., West Palm Beach, FL 33401
3. Office of the Public Defender, 421 3rd Street, West Palm Beach, FL 33401

B. Satellite County Courthouses

1. North County Governmental Center, 3188 PGA Boulevard, Palm Beach Gardens, FL 33418
2. South County Courthouse, 200 W. Atlantic Avenue, Delray Beach, FL 33444
3. Gun Club Courtrooms, 3328 Gun Club Road, West Palm Beach, FL 33406
4. West County Courthouse, 2950 State Road 15, Belle Glade, FL 33430

A sample of Judicial post spreadsheet with staffing hours is identified in Attachment "7".

There are a variety of County facilities where the successful bidder's Uniformed Security Guards and Site/Field Supervisor(s) will be posted. Locations and estimated hours are specified herein for each site and level of Uniformed Security Guards and Site/Field supervisor.

PARKING AT JUDICIAL LOCATIONS

Main County Courthouse

The County shall permit successful bidder's Uniformed Security Guards assigned to this facility, to park in the parking area provided for County employees and shall provide the successful bidder up to fifty (50) access cards for the downtown Parking Facilities at no charge.

1. Additional parking access card requests for the downtown Parking Facilities are to be submitted to the Contract Administrator.
2. The successful bidder may purchase additional parking spaces in the public or private parking facilities near the downtown Parking Facilities.
3. The successful bidder shall 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.

South County Courthouse

The County shall permit successful bidder's Uniformed Security Guards assigned to this facility, to park in the parking area provided for County employees and shall provide the successful bidder up to twenty (20) access cards for the South Employee Parking Lot at no charge.

1. Additional parking access card requests for the South Employee Parking Lot are to be submitted to the Contract Administrator.
2. The successful bidder shall not charge the Uniformed Security Guards for either the County-provided parking or other parking.
3. The County will not provide additional parking access cards to Uniformed Security Guards assigned to cover this facility from any other locations.

10. MINIMUM PRE-EMPLOYMENT REQUIREMENTS FOR ALL UNIFORMED SECURITY GUARDS

The successful bidder shall be capable of conducting comprehensive pre-employment check of each person to be employed under this contract. The pre-employment check shall include, but not be 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.

11. MINIMUM JOB REQUIREMENTS FOR ALL UNIFORMED SECURITY GUARDS

The successful bidder shall provide appropriately equipped and trained personnel who meet or exceed the minimum requirements for each service type. The successful bidder shall have available qualified, experienced, tested and well-trained competent reliable staff to fulfill the duties set forth in this scope of services. The successful bidder is responsible to keep all documentation that demonstrates their ability to meet the minimum requirements in each employees personnel file.

A. General Requirements

The following minimum requirements shall 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 will be listed later in this document.

1. Successful bidder shall 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.
2. Education: Uniformed Security Guards shall possess, at a minimum, a high school diploma or it's recognized equivalent certification.
3. Citizenship: Uniformed Security Guards shall 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.
4. Read, speak and write English: Uniformed Security Guards shall 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 shall 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.
5. Age Requirement: Uniformed Security Guards shall be twenty-one (21) years of age or older.
6. Uniformed Security Guards shall deal with the public in a professional and ethical manner.
7. Uniformed Security Guards shall communicate effectively, both verbally and in writing.
8. Uniformed Security Guards shall write reports, protect evidence and conduct themselves appropriately.
9. Uniformed Security Guards shall detect and prevent thefts and vandalism.
10. Uniformed Security Guards shall 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.
11. Uniformed Security Guards shall respond to threats (e.g., bomb threats or other weapons) through established procedures.

12. PHYSICAL EXAMINATION

Each Uniformed Security Guard shall be given a physical examination by a qualified physician, medical center, or hospital, to determine suitability for hire prior to assignment. The successful bidder shall 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 and a physical re-evaluation is required with each contract renewal. All personnel shall meet the following physical requirements:

- A. Uniformed Security Guards shall be proportioned as to height and weight to allow necessary movements to perform job duties.
- B. Uniformed Security Guards shall be in good health without physical defects or abnormalities that would interfere with the performance of duties.
- C. Any other physical requirements as detailed in Minimum Job Requirements.
- D. Urinalysis for detection of controlled substances.

- E. Uniformed Security Guards shall 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 shall possess binocular vision correctable to 20/30 (Snellen).
- F. Uniformed Security Guards shall be capable of hearing ordinary conversation at fifteen (15) feet with either ear 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 shall 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 shall be in good physical condition and shall be able to stand unassisted for a minimum of two (2) hours consecutively and shall be able to sit, stand, lift, and/or bend throughout a shift. Positions shall 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 shall have the ability to remain alert throughout the duration of a shift.
- K. Uniformed Security Guards assigned to County facilities shall have no communicable diseases.

13. **REQUIRED BACKGROUND INVESTIGATION**

- A. The successful bidder shall 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 successful bidder;
 - 3. Psychological screening;
 - 4. Drug test;
 - 5. Pre-employment personality assessment test;
 - 6. Credit check; and
 - 7. Five (5) character references plus two (2) developed by investigator.
- B. The successful bidder shall 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 shall be on the form "Palm Beach County Facility Pre-Assignment Checklist" which will be provided to the successful bidder after award.
 - 2. The form shall be completed and signed by an authorized employee of the successful bidder with a copy retained in each employee file.

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

The successful bidder 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 successful bidder shall provide notice to the Contract Administrator. The Contract Administrator shall 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 successful bidder has not received a reply from the Contract Administrator that the review is to be conducted, the successful bidder 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 shall 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 shall 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 shall 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 shall 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
Either of the following:

1. Successful completion of a Law Enforcement Academy or Law Enforcement Education.
2. Successful completion of a Corrections Academy.
3. Military Service specializing in police work, Investigative Services or combat arms with honorable discharge. Graduation from a Criminal Justice AA Program.
4. Experience with above average performance rating in security at a school, university, nuclear facility, Airport or with TSA and above average performance ratings.

The minimum hourly-wage for a Uniformed Security Guard I is \$12.17 per hour.

B. UNIFORMED SECURITY GUARD II (SCREENER UNARMED)

A Uniformed Security Guard II assigned to a judicial 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 listed in the Post Assignment section of this document, 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 location shall meet one (1) of the following criteria and possess a current State of Florida Class D License (Unarmed Security Guard License):

A minimum of three (3) years satisfactory sworn law enforcement or corrections experience; or
Either of the following within the last twelve (12) years:

1. Successful completion of a Law Enforcement Academy with a minimum of one (1) year related job experience with above average performance ratings.
2. Successful completion of a Corrections Academy with a minimum of one (1) year related job experience with above average performance ratings.
3. Military Service specializing in police work, Investigative Services or combat arms with honorable discharge with a minimum of one (1) year related security experience with above average performance ratings.
4. Graduation from a Criminal Justice AA Program with a minimum of one (1) year related job experience with above average performance ratings.
5. Five (5) years experience with above average performance rating in security at a nuclear facility, airport or with TSA and above average performance ratings; or

A minimum of five (5) years continuous screening experience with successful bidder with above average performance ratings.

The minimum hourly-wage for a Uniformed Security Guard II (Screener) assigned to a Judicial facility is \$13.14 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 an PBIA Security Badge.

Uniformed Security Guards shall be able to climb/descend stairs.

PBIA Uniformed Security Guard shall understand and comply with post orders.

The successful bidder is responsible for the Uniformed Security Guard III obtaining the required PBIA Security Badge before starting work. The successful bidder shall fulfill all PBIA/TSA requirements.

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

The minimum hourly-wage for a Uniformed Security Guard III is \$13.33 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 \$13.28 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 shall 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 \$13.92 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 shall be stationed at each courthouse screening post as indicated above and shall ensure all Uniform Security Guard II screeners effectively and efficiently perform all screening procedures and operation of all screening equipment. Uniform Security Guard VI shall also assist in the responsibility for the effective On-The-Job training of a newly hired Uniform Security Guard I and 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 they should be 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 utilized 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 their 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 \$14.72 per hour.

G. SITE / FIELD SUPERVISOR

Judicial 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 successful bidder shall provide a full-time (forty (40) hours per week) Site/Field Supervisor for the Main County Courthouse.

Satellite Courthouses: The successful bidder shall 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 shall 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 utilized x-ray machines, magnetometers, handheld metal detectors, and other screening procedures.

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

1. This Site/Field Supervisor shall be authorized to represent the successful bidder 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 shall devote his time exclusively to his responsibilities in connection with the work to be performed by the successful bidder under this contract.
3. The Site/Field Supervisor shall 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 shall not be utilized 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 Locations:

Responsibilities for each Site/Field Supervisor assigned to General facilities shall 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 shall be authorized to represent the successful bidder 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 shall devote his time exclusively to his responsibilities in connection with the work to be performed by the successful bidder under this contract.
5. The Site/Field Supervisor shall 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 shall not be utilized 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.
9. The Site Supervisor is responsible for all contract personnel working at a General facility.
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 successful bidder shall replace the unacceptable Site/Field Supervisor.

Each Site/Field Supervisor assigned to General facilities shall travel between all locations listed in the Post Assignment section of this document.

The minimum hourly-wage for a Site/Field Supervisor is \$15.98 per hour.

15. **CONTRACT PERFORMANCE REQUIREMENTS**

A. Communication:

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

B. Record Keeping:

The successful bidder is required to keep accurate, legible record keeping methods and shall 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 could be altered, added or deleted at any time by the Contract Administrator during the term of the contract. Submission of all reports is to be done via email and in electronic format. The following minimum reports are required by the successful bidder:

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 shows post staffing levels to be submitted the beginning of each quarter in Excel format.

6. Payroll shall be submitted weekly, shall be specified individually per facility, and listed by post positions and include the schedule 4 form. If at any time, a billing is submitted that is over or under the standard posts approved by the County, it shall be submitted uniquely marked.
7. Invoices for payroll shall be submitted on the 15th day and the last day of the month. Any invoice for over or under the standard posts approved by the County, shall 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.

16. **TRAINING REQUIREMENTS**

The successful bidder shall be 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 shall be used. All training materials, including manuals, video tapes, and tests shall be presented by the successful bidder to the Contract Administrator prior to commencement of services to be provided under this contract. The successful bidder and the Contract Administrator shall mutually agree upon the training materials.

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

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

Successful bidder shall provide after award a copy of all internal training programs used during the last five (5) years while performing security services. Successful bidder shall be willing to work with County and/or PBSO to supplement/modify training curriculums to County satisfaction. Bidder provided training programs shall 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 timeline 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 successful bidder shall 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 Palm Beach County Contract Administrator at a Palm Beach County facility.

The County will not pay attendees for these training segments.

The training shall 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 successful bidder shall 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 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 Palm Beach County Contract Administrator at a Palm Beach County Facility.

The County will not pay attendees for these training segments.

The training shall 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 successful bidder shall 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 successful bidder;
- 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 successful bidder 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 successful bidder 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 shall pay successful bidder the Standard Hourly Rate for the time in annual Employee Training up to forty (40) hours annually. County shall pay successful bidder straight time for these training segments after the successful bidder 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 shall be completed annually, at the successful bidder's cost and shall be completed before the expiration of the previous training completion date.

The training shall 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 successful bidder shall 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 successful bidder shall 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 shall be presented for approval by the Contract Administrator prior to the training be conducted. This training shall be completed annually and shall 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 successful bidder shall have a formal program for any as needed training (on-the-job training).

The successful bidder's supervisory personnel shall 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 segments.

17. OBLIGATIONS OF PALM BEACH INTERNATIONAL AIRPORT ("PBIA")

PBIA shall:

- 1. provide parking for all Uniformed Security Guards requested under this contract, at no cost to the successful bidder.
- 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 shall be borne by the successful bidder.

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

- a. criminal history check and fingerprinting is \$40.00.
- b. annual cost for the ID or badge usually collected in October in excess of the fifteen (15) allotted, is \$15.00.
- c. replacement fee for any lost badge is \$100.00.

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

A. Integrity testing by successful bidder shall include the following:

- 1. The successful bidder shall conduct weekly screening testing.
- 2. The successful bidder shall use U.S. Marshall/FAA approved testing items.
- 3. The successful bidder shall only use in-operable guns. No actual gun will be brought into the facility for this testing.
- 4. The successful bidder shall notify the Contract Administrator of testing schedule for coordination with PBSO Court Services.

5. Testing shall 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 shall 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 successful bidder shall 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 shall be removed from working in the County facilities.

Palm Beach County Sheriff Office Court Services Division (PBSO) will conduct integrity testing by a person designated by PBSO at a specified time and date. Successful bidder will not be notified in advance of time & date of testing. PBSO in conjunction with Contract Administrator will conduct a de-briefing with successful bidder within the same working day. Contract Administrator shall provide the successful bidder 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 shall 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 between 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, x-ray scanning will be conducted.
5. Any employee of the successful bidder who fails two (2) Integrity Tests shall be removed from working in Judicial facilities.

19. SUCCESSFUL BIDDER'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 (successful bidder 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 successful bidder fails twenty percent (20%) of the PBSO performed Integrity Testing during the term of the contract, the Contract Administrator shall place the successful bidder on a PBSO constructed Corrective Action Plan (Plan). The Plan will be developed in conjunction with the Contract Administrator, PBSO Court Services and the successful bidder. 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 successful bidder 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 successful bidder successfully completes the Plan, their percentage is reset for that contract term.

In the event the successful bidder fails twenty percent (20%) of the PBSO performed Integrity Testing a second time within the contract term, the successful bidder will again be placed on a Plan.

In the event successful bidder fails twenty percent (20%) of the PBSO performed Integrity Testing a third time within the term of the contract, the County shall 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 successful bidder's expense.

This section identifies the performance aspect of failed Integrity Testing only. The financial liability is identified in the Violations/Damages section.

20. 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 successful bidder shall 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 successful bidder agree that performance of the work contained in this solicitation 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 successful bidder is not compliant with the terms of this solicitation, are impossible to ascertain precisely, and therefore, represents the parties reasonable estimate of such damages. Therefore, the County and successful bidder agree that the rates set forth below for specific non-compliant actions by the successful bidder are a reasonable estimate of the amount of damages which the County will suffer as a result of the non compliance. County and successful bidder agrees that these liquidated damages are intended to be assessed as damages and not as a penalty or forfeiture provision.

21. VIOLATIONS/DAMAGES

A. Group I - (\$500)

Group I violations are categorized as administrative violations. Each occurrence shall result in a \$500 dollar assessment. Any assessment shall be deducted off the successful bidder'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. Posted 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 shall be deducted from the successful bidder's next invoice.

See Integrity Testing section of the contract for requirements and penalties.

NOTE: The successful bidder shall NOT pass along to its personnel any assessment of damages for infractions on any contract issued as a result of this solicitation.

**SPECIFICATION
BID #17-015R/MB**

**UNIFORMED SECURITY GUARD SERVICES, JUDICIAL AND
GENERAL LOCATIONS, TERM CONTRACT (RE-BID)**

DEFINITIONS

Contract holidays:	New Year's Day, 4 th of July, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day.
Contract holiday rate:	Compensation shall 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 successful bidder. The Contract Administrator is to be the first point of contact between the successful bidder and the County. The County Contract Administrator's authority shall include, but not be 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 successful bidder's staff.
County Equipment:	Equipment provided by the County for use by the successful bidder in the performance of the required contractual services. The equipment may include but not limited to: X-Ray machines, walk-thru 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 successful bidder is required to ensure staff is fully trained in the operation of any equipment provided by the County.
Emergency:	Emergency is defined as 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 successful bidder.
Emergency rate:	Compensation for Emergency Work shall be paid at the rate of 1.5 times the awarded standard hourly rate for 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 Facilities:	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 Facilities:	Any County owned or leased building or office space used to conduct court operations and/or house court personnel.
Non-residential work:	Non-residential clients are any clients other than individuals, property or homeowner associations, or congregate living facilities.
Non-routine work:	Non-routine work is all work that is outside of the regular post schedule shifts or shift times. Temporary post, support of project work and hold- over's are all examples of non-routine work.
Non-routine work response time:	Shall start with no less than within forty eight (48) hours from the time work is requested and be compensated at the "Standard Hourly Rate".

Standard hourly rate:

Standard Hourly Rate is defined as the rate provided on the bid response pages. Standard Hourly rate shall commence upon arrival at site and terminate upon departure (actual time worked). There shall be no additional compensation paid for mobilization, demobilization, travel or any other incidental expense. Standard Hourly Rate is for work requested and completed Monday thru Friday and weekends, excluding Contract holidays listed above.

**BID RESPONSE
BID #17-015R/MB**

**UNIFORMED SECURITY GUARD SERVICES, JUDICIAL AND
GENERAL LOCATIONS, TERM CONTRACT (RE-BID)**

LOT #1 PALM BEACH COUNTY GENERAL LOCATIONS

ITEM NO.	LEVEL OF UNIFORMED SECURITY GUARD	ESTIMATED HOURS PER WEEK	STANDARD HOURLY RATE	TOTAL PER WEEK
1.	UNIFORMED SECURITY GUARD I (UNARMED)	884	\$ _____	\$ _____
SUB-TOTAL OFFER LOT #1:				\$ _____

LOT #2 PALM BEACH COUNTY JUDICIAL LOCATIONS

ITEM NO.	LEVEL OF UNIFORMED SECURITY GUARD	ESTIMATED HOURS PER WEEK	STANDARD HOURLY RATE	TOTAL PER WEEK
1.	UNIFORMED SECURITY GUARD II (UNARMED)	2183	\$ _____	\$ _____
2.	UNIFORMED SECURITY GUARD V (ARMED)	140	\$ _____	\$ _____
3.	UNIFORMED SECURITY GUARD VI (LEAD WORKER)	200	\$ _____	\$ _____
SUB-TOTAL OFFER LOT #2:				\$ _____

LOT #3 PALM BEACH COUNTY INTERNATIONAL AIRPORT (PBIA)

ITEM NO.	LEVEL OF UNIFORMED SECURITY GUARD	ESTIMATED HOURS PER WEEK	STANDARD HOURLY RATE	TOTAL PER WEEK
1.	UNIFORMED SECURITY GUARD III (PBIA)	304	\$ _____	\$ _____
SUB-TOTAL OFFER LOT #3:				\$ _____

LOT #4 PALM BEACH COUNTY PALM TRAN

ITEM NO.	LEVEL OF UNIFORMED SECURITY GUARD	ESTIMATED HOURS PER WEEK	STANDARD HOURLY RATE	TOTAL PER WEEK
1.	UNIFORMED SECURITY GUARD IV (ARMED)	730	\$ _____	\$ _____
SUB-TOTAL OFFER LOT #4:				\$ _____

LOT #5 PALM BEACH COUNTY SITE/FIELD SUPERVISOR

ITEM NO.	LEVEL OF UNIFORMED SECURITY GUARD	ESTIMATED HOURS PER WEEK	STANDARD HOURLY RATE	TOTAL PER WEEK
1.	SITE/FIELD SUPERVISOR	80	\$ _____	\$ _____
SUB-TOTAL OFFER LOT #5:				\$ _____

**BID RESPONSE
BID #17-015R/MB**

**UNIFORMED SECURITY GUARD SERVICES, JUDICIAL AND
GENERAL LOCATIONS, TERM CONTRACT (RE-BID)**

LOT #6 PALM BEACH COUNTY JUDICIAL SITE/FIELD SUPERVISOR

ITEM NO.	LEVEL OF UNIFORMED SECURITY GUARD	ESTIMATED HOURS PER WEEK	STANDARD HOURLY RATE	TOTAL PER WEEK
1.	SITE/FIELD SUPERVISOR	240	\$ _____	\$ _____
SUB-TOTAL OFFER LOT #6:				\$ _____
TOTAL PER WEEK OFFER (LOT #1 THROUGH LOT #6):				\$ _____
TOTAL ANNUAL OFFER:				\$ _____

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Acknowledge Non-Discrimination Policy Form is included as specified herein?	YES/INITIAL _____
Acknowledge Pre-Bid Conference was made, per Term and Condition #11?	YES/INITIAL _____
Acknowledge Qualification of Bidders information is included, per Term and Condition #13?	YES/INITIAL _____
Acknowledge Criminal History Records Check requirement, per Term & Condition #14&15?	YES/INITIAL _____
Acknowledge Attachment A, Special Contract Provisions is completed and submitted per Term & Condition #20?	YES/INITIAL _____
Acknowledge Performance and Payment Bond requirement, per Term and Condition #21?	YES/INITIAL _____
Acknowledge Insurance requirements, per Term and Condition #24?	YES/INITIAL _____

*** PLEASE AFFIX SIGNATURE WHERE INDICATED
(FAILURE TO DO SO SHALL RESULT IN THE REJECTION OF YOUR BID)**

By signature on this document, bidder acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the County's bid solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the County in official amendments prior to this date of submittal.

Per General Term and Condition #7, if bidder is a Joint Venture for the goods/services described herein, bidder shall, upon request of Palm Beach County, provide a copy of the Joint Venture Agreement signed by all parties.

FIRM NAME: (Enter the entire legal name of the bidding entity)		DATE:
* SIGNATURE: _____	PRINT NAME:	
	PRINT TITLE:	
ADDRESS: _____		
CITY / STATE: _____		ZIP CODE: _____
TELEPHONE # ()	E-MAIL:	
TOLL FREE # ()	FAX #: ()	
APPLICABLE LICENSE(S) NUMBER # _____ TYPE: _____		
FEDERAL ID # _____		

ATTACHMENT "A"

SPECIAL CONTRACT PROVISIONS

This contract or purchase order is funded by a contract between Palm Beach County and the U.S. Department of Transportation, Federal Transit Administration (FTA) and governed by the provisions listed under the Master Grant Agreement FTA MA (21), dated October 1, 2014. Therefore, all activities related to this project are subject to the following conditions, which are outlined in greater detail in U.S. Department of Transportation (USDOT) regulations at 49 CFR Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"; Federal Transit Administration (FTA) Circular 4220.1F, "Third Party Contracting Guidelines," as revised, as it may be amended from time to time, and other laws and regulations governing procurement activities for Palm Beach County's programs and projects.

Master Grant Agreement FTA MA (21) dated October 1, 2014: <http://www.fta.dot.gov/documents/21-Master.pdf>
Circular 4220.1F as revised: http://www.fta.dot.gov/legislation_law/12349_8641.html

FTA's Best Practices Procurement Manual (BPPM), offers suggested procedures, methods, and examples on conducting third party procurements to assist in meeting the standards of FTA Circular 4220.1F as revised. The BPPM is available at: http://www.fta.dot.gov/funding/thirdpartyprocurement/grants_financing_6037.html The Code of Federal Regulations (CFR) website is available at: <http://www.gpoaccess.gov/cfr/index.html>.

If you are unable or unwilling to comply with these conditions, or need clarification as to applicability of an individual requirement, contact Eugene M. Bitteker, Manager Contracts, Procurement & Stores, Palm Beach County Palm Tran, 3201 Electronics Way, West Palm Beach, Florida 33407; telephone (561) 841-4254, fax (561) 656-7429; or email ebitteker@pbcgov.org.

PART A

GENERAL CONDITIONS – APPLICABLE TO THIS SOLICITATION

1. STATEMENT OF FINANCIAL ASSISTANCE. This procurement is funded in part by a contract between Palm Beach County and the U.S. Department of Transportation, Federal Transit Administration. Therefore, the following Special Contract Provisions apply to this procurement.

2. Prohibited Interest. No employee, officer, or agent of Palm Beach County shall participate in the selection, award, or administration of a contract if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent of Palm Beach County, or any member of his or her immediate family, his or her partner, or an organization which employs, or is about to employ any of the above, has a financial or other interest in the firm selected for award (contractor). No Palm Beach County employee, officer, or agent shall solicit or accept gratuities, favors, or anything of monetary value from any contractor, potential contractor, or parties to subagreements.

3. Interest of Members of Congress. No member of, or delegate to, the Congress of the United States shall be admitted to a share or part of this solicitation or to any benefit arising therefrom.

4. No Government Obligation to Third Parties. The contractor agrees, absent express written consent of the Federal Government, that the Federal Government shall not be subject to any obligations or liabilities to any third party contractor, or any subrecipient, or any other party pertaining to any matter resulting from this solicitation. The contractor agrees to include a similar provision in each subcontract financed in whole or in part with federal assistance provided by the FTA.

5. Program Fraud and False or Fraudulent Statements. The contractor acknowledges the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC §3801, et seq., and U.S. Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its activities in connection with this project. The contractor certifies or affirms the truthfulness and accuracy of any statement it has made, makes, or may make pertaining to this solicitation. In addition to other penalties that may apply, the contractor further acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the contractor to the extent the Federal Government may deem appropriate. The contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government in connection with an urbanized area formula project financed with federal assistance authorized for 49 USC §5307, the Federal Government reserves the right to impose the penalties of 18 USC §1001 and 49 USC §5307(n) (1) on the contractor, to the extent the Federal Government deems appropriate.

6. Federal Changes. The contractor shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA(2) dated October 1, 2007) between Palm Beach County and the FTA, as they may be promulgated or amended from time to time during the term of the contract resulting from this solicitation. Contractor's failure to comply shall constitute a material breach of this contract.

ATTACHMENT "A"
SPECIAL CONTRACT PROVISIONS

7. Incorporation of Federal Transit Administration (FTA) Terms. The provisions contained in the Special Contract Provisions include, in part, standard terms and conditions required by the U.S. Department of Transportation (USDOT), whether or not expressly set forth in the contract provisions. All contractual provisions required by USDOT, as set forth in FTA Circular 4220.1F, dated June 19, 2003, as amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this solicitation. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any Palm Beach County request which would cause the County to be in violation of the FTA terms and conditions.

8. Access to Records. The contractor agrees to provide Palm Beach County, the FTA Administrator, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the contractor which are directly pertinent to this solicitation for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor also agrees, pursuant to 49 CFR 633.17, to provide the FTA Administrator or authorized representative (include a PMO contractor) access to contractor's construction sites and records pertaining to a major capital project, defined at 49 USC §5302(a)(1), which is receiving federal financial assistance through the programs described at 49 USC §§5307, 5309, or 5311. The contractor further agrees to maintain all books, records, accounts, and reports required under the contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until Palm Beach County, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto. Reference 49 CFR 18.39(i) (11).

9. Civil Rights. The following requirements apply to this solicitation:

a. Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 USC §2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 USC §6102, section 202 of the Americans with Disabilities Act of 1990, 42 USC §12132, and Federal transit law at 49 USC §5332, the contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the contractor agrees to comply with applicable federal implementing regulations and other implementing requirements FTA may issue.

b. Equal Employment Opportunity. The following equal opportunity requirements apply to this solicitation:

(1) Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 USC §2000e, and federal transit laws at 49 USC §5332, the contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60, et seq., (which implemented Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC §2000e note), and with any other applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the project. The contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the contractor agrees to comply with any implementing requirements FTA may issue.

(2) Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC §623 and federal transit law at 49 USC §5332, the contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, contractor agrees to comply with any implementing requirements FTA may issue.

(3) Disabilities. In accordance with section 202 of the Americans with Disabilities Act, as amended, 42 USC §12112, the contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the contractor agrees to comply with any implementing requirements FTA may issue.

c. The contractor also agrees to include these requirements in each subcontract financed in whole or in part with federal assistance provided by FTA, modified only to identify the affected parties.

ATTACHMENT "A"

SPECIAL CONTRACT PROVISIONS

10. Disadvantaged Business Enterprise (DBE) RESOLUTION 99-1617 PALM BEACH COUNTY

- a. It is the policy of Palm Beach County to recognize the authority and applicability of the United States Department of Transportation's rules and regulations governing Disadvantaged Business Enterprise (DBE) participation set forth in 49 CFR Part 26. Palm Beach County is committed to the implementation of these rules and regulations through its approved Disadvantaged Business Enterprise Program. Furthermore, it is the object of the Palm Beach County that:
 - i. Disadvantaged Business Enterprises shall be assured, to the maximum extent feasible, the opportunity to participate in the performance of contracts and subcontract financed in whole or in part with Federal funds; and
 - ii. No person, subject to the activities of Palm Beach County, shall discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT assisted contracts.
- b. The bidder/offer or agrees to ensure that DBE firms as defined in Palm Beach County Resolution 99-1617 have the maximum opportunity to participate in the performance of contracts and subcontracts. In this regard, all bidders shall take all necessary and reasonable steps in accordance with Resolution 99-1617, to ensure that DBEs have the maximum opportunity to compete for and perform contracts. Bidders/offerors shall not discriminate on the basis of race, color, national origin or sex.

11. Energy Conservation. The contractor agrees to comply with mandatory standards and policies related to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. The contractor further agrees to include a similar provision in each subcontract financed in whole or in part with federal assistance provided by FTA.

12. Full and Open Competition. FTA Circular 4220.1F imposes a prohibition against procurement actions and situations considered restrictive of full and open competition, examples of which include: (a) unreasonable requirements placed on firms in order for them to qualify to do business; (b) unnecessary experience and excessive bonding requirements; (c) noncompetitive pricing practices between firms or between affiliated companies; (d) noncompetitive awards to any person or firms on retainer contracts; (e) organizational conflicts of interest; (f) specification of brand name product requirements, without listing its salient characteristics or allowing "an equal" product to be provided; (g) any arbitrary action in the procurement process; (h) giving or assigning preference to companies providing domestic partnership or similar benefits; and (i) the use of statutorily or administratively imposed in-state or local geographical preferences in the evaluation of bids or proposals, except in those cases where federal statutes expressly mandate or encourage geographic preference (geographic location may be a selection criterion in procurements for architectural and engineering services provided its application leave an appropriate number of qualified firms, given the nature and size of the project, to complete the project).

PART B

ADDITIONAL REQUIREMENTS – CONDITIONAL (Please read each qualifying condition carefully)

13. Termination for Convenience or Default. If this solicitation is valued at \$10,000 or greater (with the exception of contracts with nonprofit organizations and institutions of higher education, for which the applicable threshold is \$100,000), Palm Beach County may terminate this contract, in whole or in part, at any time by written notice to the contractor when it is in the Government's best interest. The contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The contractor shall promptly submit its termination claim to Palm Beach County. If the contractor has any property in its possession belonging to the County, the contractor will account for the same, and dispose of it in the manner the County directs. If the contractor fails to deliver supplies or to perform the services within the time specified in the contract or any extension, or if the contractor fails to comply with any other provisions of the contract, Palm Beach County may terminate the contract for default. The County shall terminate the contract by default by delivering to the contractor a Notice of Termination specifying the nature of the default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If the contract is terminated while the contractor has possession of Palm Beach County-owned goods, the contractor shall, upon direction of the County's contract administrator, protect and preserve the goods until surrendered to Palm Beach County or its agent. The contractor and Palm Beach County shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that the contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County. Similar provisions apply to purchase orders and contracts for construction and architect/engineering services. Refer to Article 21 of the Best Procurement Practices Manual, incorporated as a reference herein.

ATTACHMENT "A" SPECIAL CONTRACT PROVISIONS

14. Recycled Products. If this solicitation is for items designated in Subpart B, 40 CFR part 247 by the EPA, and the purchaser or contractor procures \$10,000 or more of one of these items during the fiscal year or has procured \$10,000 or more of such items in the previous fiscal year using federal funds, the contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 USC 6962), including, but not limited to, the regulatory provisions of 40 CFR Part 247, and Executive Order 12873.

15. Government-wide Debarment and Suspension. If this solicitation has a value of \$25,000 or more, this procurement is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor agrees to comply with, and assures compliance of each third-party contractor and subrecipient at any tier, with 49 CFR 29, Subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. The contractor further agrees to include a provision requiring such compliance in any lower tier covered transaction it enters into.

16. Buy America. If this solicitation exceeds \$100,000 and use steel, iron & manufactured products, the contractor agrees, to the extent applicable, to comply with 49 USC §5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. Separate requirements for rolling stock are set out at 49 USC §5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content. A bidder or offeror must submit to Palm Beach County the appropriate Buy America certification model formats, if applicable, for which are contained as **Exhibit 1**, attached, with all bids or proposals on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification, if applicable, must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

17. Breaches and Dispute Resolution. FTA Circular 4220.1F imposes the requirements at 49 CFR Part 18 upon all contracts in excess of \$100,000, which contain provision of conditions that allow for administrative, contractual, or legal remedies where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. Accordingly, should the provisions of the contract not address a particular subject or issue involving disputes, performance during disputes, claims for damages, remedies, or rights and remedies, the contractor agrees to comply with the provisions contained at 49 CFR Part 18, and further agrees to include a similar provision in all subcontracts over \$100,000.

18. Lobbying. Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by U.S. Department of Transportation regulation, "New Restrictions on Lobbying," 49 CFR Part 20, modified as necessary for 31 USC §1352. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 USC §1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal contract, grant, or award covered by 31 USC §1352. Such disclosures are forwarded from tier to tier up to the recipient. A certification format is appended as **Exhibit 2**.

19. Clean Air. The Clean Air requirements apply to all contracts exceeding \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §7401, et seq. The contractor agrees to report each violation to Palm Beach County and agrees that Palm Beach County will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA regional office. The contractor further agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.

20. Clean Water. If this solicitation is valued at \$100,000 or more, the contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. The contractor agrees to report each violation to Palm Beach County and agrees that Palm Beach County will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA regional office. The contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.

21. Davis-Bacon and Copeland Anti-Kickback Acts. If this solicitation involves a construction project over \$2,000, the contractor agrees to comply with Davis-Bacon and Copeland Act requirements at 40 USC 3141, et seq., and 18 USC 874. The Acts apply to construction contracts and subcontracts that "at least partly are financed by a loan or grant from the Federal Government and,

ATTACHMENT "A"

SPECIAL CONTRACT PROVISIONS

for the purposes of the Acts, include "actual construction, alteration and/or repair, including painting and decorating." The requirements of both Acts are incorporated into a single clause (see 29 CFR 3.11) and are enumerated at 29 CFR 5.5a. In accepting this order or contract, the contractor further agrees to include a similar requirement in all subcontracts financed in whole or in part with federal assistance provided by FTA.

22. Contract Work Hours and Safety Standards Act Requirements. If the solicitation involves a construction project in excess of \$2,000 or a non-construction project to which the Act applies over \$2,500, and is financed at least partly by loans or grants from the Federal Government, the contractor agrees to comply with the Contract Work Hours and Safety Standards Act, codified at 40 USC 3701, et seq. The contractor also agrees to include a similar requirement in all subcontracts financed in whole or in part with federal assistance provided by FTA.

23. Transit Employee Protective Agreements. If this solicitation involves transit operations performed by employees of a contractor recognized by FTA to be a transit operator, the contractor agrees to comply with the applicable transit employee protective requirements, as follows, and further agrees to include the applicable requirement(s) in each subcontract involving transit operations financed in whole or in part with federal assistance provided by FTA:

- a. General Transit Employee Protective Requirements -- To the extent that FTA determines that transit operations are involved, the contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under the contract and to meet the employee protective requirements of 49 USC A5333(b) and U.S. Department of Labor guidelines at 29 CFR part 215, and any amendments thereto.
- b. Transit Employee Protective Requirements for Projects for Elderly Individuals and Individuals with Disabilities – If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 USC §5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 USC §5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed, the contractor agrees to comply with terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 USC §5333(b), 29 CFR Part 215, and any amendments thereto.
- c. Nonurbanized Areas – If the contract involves transit operations financed in whole or in part with federal assistance authorized by 49 USC §5311, the contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Labor and Transportation, dated May 31, 1979, and the procedures implemented by the U.S. Department of Labor or any revision thereto.

24. Fly America. The contractor agrees to comply with 49 USC 40118 (the "Fly America" Act) in accordance with the General Services Administration regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The contractor shall submit, if a foreign air carrier is used, an appropriate certification or memorandum adequately explaining why service by a U.S. Flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certification of compliance with the Fly America requirements. The contractor agrees to include this requirement in all subcontracts that may involve international air transportation.

25. Cargo Preference. The contractor agrees to use privately-owned U.S. Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent that such vessels are available at fair and reasonable rates for U.S. Flag commercial vessels. The contractor also agrees to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described above to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590, and to Palm Beach County (through the contractor in the case of subcontractor's bill-of-lading). The contractor further agrees to include these requirements in all subcontracts issued pursuant to the contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

26. Drug and Alcohol Testing. If this solicitation involves the operation of a transit service or provides transit vehicle maintenance and/or repair services for or on behalf of Palm Beach County, the contractor agrees to participate in Palm Beach County Office of Transportation's drug and alcohol testing program or agrees to establish and implement its own drug and alcohol testing program that complies with 49 CFR Part 655. In the event the contractor subcontracts all or part of the transit

ATTACHMENT "A"

SPECIAL CONTRACT PROVISIONS

service to a third party, a similar requirement including review and approval by the County's contract administrator must be included in any subsequent agreement. The contractor further agrees to certify, prior to the commencement of services under the contract and annually thereafter, compliance with current FTA regulations, including the submittal of the Management Information System (MIS) reports annually, to the Director, Office of Transportation. A certification format is appended as **Exhibit 3**.

27. Patent and Rights in Data. If this solicitation involves patent and rights in data requirements for federally-assisted research projects in which FTA finances in whole or in part the development of a product or information, the contractor agrees to be bound by the terms and conditions contained at 49 CFR Part 19, Appendix A, Section 5, and with any other implementing requirements FTA may issue. These patent and rights in data requirements do not apply to capital projects or operating projects, even though a small portion of the sales price may cover the cost of product development and/or in writing the user's manual.

28. Privacy Act. If this solicitation involves the operation of a transit service or provides transit vehicle maintenance and/or repair services for or on behalf of Palm Beach County, and drug and alcohol enforcement activities files are organized so that information could be retrieved by personal identifier, the contractor agrees to comply with, and assures the compliance of its employees with, information restrictions and other applicable requirements of the Privacy Act of 1974, 5 USC 552a. Among other things, the contractor agrees to obtain the express consent of the Federal Government before the contractor or its employees operate a system of records on behalf of the Federal Government. The contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violating the Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract. The contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with federal assistance provided by FTA.

29. Charter Bus. If this is an Operational Service contract, the contractor agrees to comply with 49 USC 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally-funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

30. School Bus Requirements. If this is an Operational Service contract, pursuant to 49 USC 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally-funded equipment, vehicles, or facilities.

31. Conformance with ITS National Architecture. With respect to all Contracts involving the provision of Intelligent Transportation Systems ("ITS"), Contractor agrees to conform to the ITS National Architecture, as promulgated by the United States Department of Transportation, Intelligent Transportation Systems, Joint Program Office.

32. Seismic Safety. If this solicitation pertains to the construction of new buildings or additions to existing buildings, the contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with standards outlined in U.S. Department of Transportation Seismic Safety regulations at 49 CFR Part 41 and will certify compliance to the extent required. The contractor also agrees to ensure that all work performed under the contract, including work performed by a subcontractor, and is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

33. ADA Access. In the fulfillment of this contract and as applicable, the contractor agrees to comply with:

- a) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities,
 - b) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities,
 - c) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 27 and 37. Notably, DOT incorporated by reference into Appendix A of its regulations at 49 CFR Part 37 the ATBCB's "Americans with Disabilities Act Accessibility Guidelines" (ADAAG), which include accessibility guidelines for buildings and facilities. DOT also added specific provisions to Appendix A of 49 CFR Part 37 modifying the ADAAG, with the result that buildings and facilities must comply with both the ADAAG and the DOT amendments, and will certify compliance to the extent required by the regulations.
- ADA and ABA Accessibility Guidelines for Buildings and Facilities:
<http://www.access-board.gov/ada-aba/final.cfm>

ATTACHMENT "A"

SPECIAL CONTRACT PROVISIONS

- d) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35,
- e) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. part 64, Subpart F, and U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194.
- f) Rolling stock must comply with the accessibility requirements of DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37 and Joint ATBCB/DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38 subpart B. Facilities to be used in public transportation service must comply with 42 U.S.C. Sections 12101 *et seq.* and DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37; and Joint ATBCB/DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38. Notably, DOT incorporated by reference the ATBCB's "Americans with Disabilities Act Accessibility Guidelines" (ADAAG), revised July 2004, which include accessibility guidelines for buildings and facilities, and are incorporated into Appendix A to 49 CFR Part 37. DOT also added specific provisions to Appendix A modifying the ADAAG, with the result that buildings and facilities must comply with both the ADAAG and amendments thereto in Appendix A to 49 CFR Part 37.

34. Full and Open Competition. In accordance with 49 CFR Part 18 (the Common Grant Rules), the contractor shall maintain a contract administration system that ensures that it and all subcontractors comply with the terms conditions and specifications of their contracts or purchase orders and all applicable Federal, State and local laws, rules, regulations and requirements. In addition, FTA Circular 4220.1F imposes a prohibition against procurement actions and situations considered restrictive of full and open competition, examples of which include: (a) unreasonable requirements placed on firms in order for them to qualify to do business; (b) unnecessary experience and excessive bonding requirements; (c) noncompetitive pricing practices between firms or between affiliated companies; (d) noncompetitive awards to any person or firms on retainer contracts; (e) organizational conflicts of interest; (f) specification of brand name product requirements, without listing its salient characteristics or allowing "an equal" product to be provided; (g) any arbitrary action in the procurement process; (h) giving or assigning preference to companies providing domestic partnership or similar benefits; and (i) the use of statutorily or administratively imposed in-state or local geographical preferences in the evaluation of bids or proposals, except in those cases where federal statutes expressly mandate or encourage geographic preference (geographic location may be a selection criterion in procurements for architectural and engineering services provided its application leave an appropriate number of qualified firms, given the nature and size of the project, to complete the project).

35. Safe Operation of Motor Vehicles.

a. Seat Belt Use. Pursuant to Executive Order No. 13043, April 16, 1997, 23 U. S. C. § 402, the Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned, rented, or personally-operated vehicles and include this provision in any third party subcontracts, leases or similar documents in connection with this project.

b. Distracted Driving, Including Texting While Driving. Consistent with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. Section 402 note, and DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, FTA encourages each third party contractor to promote policies and initiatives for its employees and other personnel that adopt and promote safety policies to decrease crashes by distracted drivers, including policies to ban text messaging while driving, and to include this provision in any third party subcontract leases or similar documents in connection with this project.

c. Safety. The Contractor is encouraged to:

- (1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving Company-owned or rented vehicles; Privately-owned vehicles when on official Project related business or when performing any work for or on behalf of the Project; or any vehicle, on or off duty, and using an electronic device.
- (2) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

d. Definitions

- (1) "Driving" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. "Driving" does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.
- (2) "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

ATTACHMENT "A"
SPECIAL CONTRACT PROVISIONS

By signing below I confirm that I have read and understand PART A GENERAL CONDITIONS – APPLICABLE TO THIS SOLICITATION and, PART B ADDITIONAL REQUIREMENTS – CONDITIONAL. FAILURE TO DO SO SHALL RENDER YOUR RESPONSE NON-RESPONSIVE.

COMPANY NAME: _____

ADDRESS: _____

CITY/ STATE/ ZIP CODE: _____

SIGNATURE: _____

TYPE NAME: _____ DATE: _____

CONTRACTOR SHALL FULLY COMPLETE INFORMATION AS REQUIRED BY THIS SOLICITATION, INCLUDING THE EXHIBITS. IF APPLICABLE, THE FOLLOWING EXHIBITS AND ATTACHMENTS SHALL BE SIGNED AND RETURNED WITH OFFER. FAILURE TO DO SO SHALL RENDER YOUR RESPONSE NON-RESPONSIVE.

EXHIBIT 1

BUY AMERICA CERTIFICATION----ONLY APPLICABLE IF CONTRACT IS IN EXCESS OF \$100,000 AND USE STEEL, IRON & MANUFACTURED PRODUCTS

EXHIBIT 2

RESTRICTIONS ON LOBBYING CERTIFICATION----ONLY APPLICABLE IF CONTRACT IS IN EXCESS OF \$100,000

EXHIBIT 3

DRUG & ALCOHOL TESTING PROGRAM COMPLIANCE CERTIFICATION---APPLICABLE FOR ALL SERVICE CONTRACTS REGARDLESS OF VALUE

EXHIBIT 1
BUY AMERICA CERTIFICATION

FOR PROCUREMENTS OF STEEL, IRON, AND MANUFACTURED PRODUCTS (INCLUDING ROLLING STOCK) OVER \$100,000

If this contract or purchase order is valued in excess of \$100,000 and involves the procurement of steel, iron, or manufactured products, the bidder or offeror hereby certifies that it:

- ☐ Will meet the requirements of 49 USC 5323(j)(1) and the applicable regulations in 49 CFR part 661.5.
- ☐ Cannot meet the requirements of 49 USC 5323(j)(1) and 49 CFR part 661.5, but it may qualify for an exception pursuant to 49 USC 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 CFR 661.7.

If this contract or purchase order is valued in excess of \$100,000 and involves the procurement of buses, other rolling stock, and associated equipment, the bidder or offeror certifies that it:

- ☐ Will comply with the requirements of 49 USC 5323(j)(2)(C) and the regulations at 49 CFR part 661.11.
- ☐ Cannot comply with the requirements of 49 USC 5323(j)(2)(C) and 49 CFR 661.11, but may qualify for an exception pursuant to 49 USC 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 CFR 661.7.

(Date)

(Signature)

(Company)

(Title)

Note: This Buy America certification must be submitted to Palm Beach County, if applicable, with all bids or offers on FTA-funded contracts involving construction or the acquisition of goods or rolling stock, except those subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds.

EXHIBIT 2
RESTRICTIONS ON LOBBYING CERTIFICATION

**FOR ALL PROCUREMENTS OVER \$100,000 INVOLVING
CONSTRUCTION/ARCHITECTURAL AND ENGINEERING/ACQUISITION OF ROLLING
STOCK/PROFESSIONAL SERVICE CONTRACTS/OPERATIONAL SERVICE CONTRACTS/
TURNKEY CONTRACTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph 2 herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 USC 1601, et seq.)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 USC A3801, et seq., apply to this certification and disclosure, if any.

(Date)

(Signature)

(Company)

(Title)

Note: This certification must accompany each bid or offer exceeding \$100,000. Pursuant to 31 USC §3801(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

EXHIBIT 3
DRUG & ALCOHOL TESTING PROGRAM COMPLIANCE CERTIFICATION

FOR TRANSIT OPERATIONAL SERVICE CONTRACTS

The undersigned certifies that the contractor, and its subcontractors as required, has established and implemented an anti-drug and alcohol prevention program in accordance with 49 CFR Part 655, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations."

(Date)

(Signature)

(Company)

(Title)

CERTIFICATION OF BUSINESS LOCATION
BID # 17-015R/MB

In accordance with the Palm Beach County Local Preference Ordinance, as amended, a preference may be given to: (1) bidders having a permanent place of business in Palm Beach County ("County") or (2) bidders having a permanent place of business in the Glades that are able to provide the goods and/or services to be utilized within the Glades. To receive a local preference, bidders must have a permanent place of business within the County or the Glades, as applicable, prior to the County's issuance of the solicitation. A Business Tax Receipt which is issued by the Palm Beach County Tax Collector, authorizes the bidder to provide the goods/services being solicited by the County, and will be used to verify that the bidder had a permanent place of business prior to the issuance of the solicitation. The bidder must submit this Certification of Business Location ("Certification") along with the required Business Tax Receipt at the time of bid or quote submission. The Business Tax Receipt and this Certification are the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the bidder to not receive a local preference.

In instances where the bidder is exempt by law from the requirement of obtaining a Business Tax Receipt, the bidder must: (a) provide a citation to the specific statutory exemption; and (b) provide other documentation which clearly establishes that the bidder had a permanent place of business within the County or the Glades prior to the date of issuance of the solicitation. The County hereby retains the right to contact said bidders for additional information related to this requirement after the bid/quote due date.

I. Bidder is a: _____

Local Business: A local business has a permanent place of business in Palm Beach County.

(Please indicate):

_____ Headquarters located in Palm Beach County
 _____ Permanent office or other site located in Palm Beach County
 from which a vendor will produce a substantial portion of the
 goods or services.

_____ Glades Business: A Glades business has a permanent place of business in the Glades.

(Please indicate):

_____ Headquarters located in the Glades
 _____ Permanent office or other site located in the Glades from which a
 vendor will produce a substantial portion of the goods or services.

II. The attached copy of proposer's County Business Tax Receipt verifies bidder's permanent place of business.

THIS CERTIFICATION is submitted by _____, as
 (Name of Individual)

_____, of _____.
 (Title/Position) (Firm Name of Bidder)

who hereby certifies that the information stated above is true and correct and that the County Business Tax Receipt is a true and correct copy of the original. Further, it is hereby acknowledged that any misrepresentation by the bidder on this Certification will be considered an unethical business practice and be grounds for sanctions against future County business with the bidder.

 (Signature)

 (Date)

DRUG-FREE WORKPLACE CERTIFICATION **BID #17-015R/MB**

IDENTICAL TIE BIDS/PROPOSALS - In accordance with Section 287.087, F.S., a preference shall be given to vendors submitting with their bids/proposals the following certification that they have implemented a drug-free workplace program which meets the requirements of Section 287.087; provided, however, that any preference given pursuant to Section 287.087, shall be made in conformity with the requirements pursuant to the Palm Beach County Code, Chapter 2, Article III, Sections 2-80.21 thru 2-80.34. In the event tie bids are received from vendors who have not submitted with their bids/proposals a completed Drug-Free Workplace Certification form, the award will be made in accordance with Palm Beach County's purchasing procedures pertaining to tie bids.

This Drug-Free Workplace Certification form must be executed and returned with the attached bid/proposal, and received on or before the published bid submission time to be considered. The failure to execute and/or return this certification shall not cause any bid/proposal to be deemed non-responsive.

Whenever two (2) or more bids/proposals which are equal with respect to price, quality, and service are received by Palm Beach County for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
- (4) In the statement specified in number (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation Section 287.087, Florida Statutes.

THIS CERTIFICATION is submitted by _____ the
 (Individual's Name)

_____ of _____
 (Title/Position with Company/Vendor) (Name of Company/Vendor)

who does hereby certify that said Company/Vendor has implemented a drug-free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

 Signature Date

NON-DISCRIMINATION POLICY
BID #17-015R/MB

Pursuant to Palm Beach County Resolution R-2014-1421, as may be amended, it is the policy of the Board of County Commissioners of Palm Beach County that Palm Beach County shall not conduct business with nor appropriate any funds for any organization that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

All bidders doing business with Palm Beach County are required to submit a copy of its non-discrimination policy which shall be consistent with the policy of Palm Beach County stated above, **prior** to entering into any contract with Palm Beach County. In the event a bidder does not have a written non-discrimination policy, such bidder shall be required to check the applicable statement and sign below affirming that their non-discrimination policy is in conformance with Palm Beach County's policy.

Check one:

☐ Bidder hereby acknowledges that it **does not** have a written non-discrimination policy; however hereby **affirms by signing below** that its non-discrimination policy is in conformance with the above.

OR

☐ Bidder hereby attaches its non-discrimination policy which is consistent with the policy of Palm Beach County.

NOTE:

Bidder's failure to comply with the above requirements will render bidder non-responsive.

Bidder shall notify Palm Beach County in the event it no longer maintains a non-discrimination policy that is in conformance with Palm Beach County's policy set forth above. Failure to maintain said non-discrimination policy shall be considered a default of contract.

BIDDER:

Company Name

Signature

Name (type or print)

Title

SCHEDULE 1
LIST OF PROPOSED SBE-M/WBE PRIME AND/OR SUBCONTRACTOR PARTICIPATION

PROJECT NAME OR BID NAME: _____ PROJECT NO. OR BID NO.: _____
 NAME OF PRIME BIDDER: _____ ADDRESS: _____
 CONTACT PERSON: _____ PHONE NO.: _____ FAX NO.: _____
 BID OPENING DATE: _____ USER DEPARTMENT: _____

THIS DOCUMENT IS TO BE COMPLETED BY THE PRIME CONTRACTOR AND SUBMITTED WITH BID PACKET. PLEASE LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT AND/OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SBE -M/WBE SUBCONTRACTORS ON THIS PROJECT. IF THE PRIME IS AN SBE-M/WBE, PLEASE ALSO LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT AND/OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME ON THIS PROJECT. THE PRIME AFFIRMS THAT IT WILL MONITOR THE SBES LISTED TO ENSURE THE SBES PERFORM THE WORK WITH ITS OWN FORCES.

Name, Address and Phone Number	(Check one or both Categories)		DOLLAR AMOUNT OR PERCENTAGE OF WORK				
	<u>M/WBE</u> Minority Business	<u>SBE</u> Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
2.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
3.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
4.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
5.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____

(Please use additional sheets if necessary)

Total _____

Total Bid Price \$ _____ Total SBE-M/WBE Participation Dollar Amount or Percentage of Work _____

I hereby certify that the above information is accurate to the best of my knowledge: _____

Signature

Title

Note:

1. The amount listed on this form for a subcontractor must be supported by price or percentage listed on the signed Schedule 2 or signed proposal in order to be counted toward goal attainment.
2. Firms may be certified by Palm Beach County as an SBE and/or an M/WBE. If firms are certified as both an SBE and M/WBE, please indicate the dollar amount and/or percentage under the appropriate category.
3. M/WBE information is being collected for tracking purposes only.

Revised 9/7/2011

Date: _____

**OSBA SCHEDULE 3
SBE-M/WBE ACTIVITY FORM**

SBE-M/WBE ACTIVITY FOR MONTH ENDING _____ PROJECT#: _____

PROJECT NAME _____

PRIME CONTRACTOR NAME _____

PROJECT SUPERVISOR _____

Schedule 3 is used to show the monthly payment activity for work performed by each SBE-M/WBE Subcontractor on the project and in conformity with the SBE-M/WBE's submitted on schedule 2. It also shows approved change orders as they impact the SBE-M/WBE Subcontractors. Schedule 3 is to be submitted by the Prime with each payment request to Palm Beach County. In the SBE-M/WBE Subcontracting Information section, list the name(s) of each SBE-M/WBE Subcontractor on the project and the total contracted amount for each SBE-M/WBE Subcontractor on the project. As the project proceeds, please complete each column under the SBE-M/WBE Subcontracting Information section accordingly. In the SBE-M/WBE Category, please check the appropriate category that represents each SBE-M/WBE Subcontractor.

SBE-M/WBE SUBCONTRACTING INFORMATION								SBE-M/WBE Category (check all applicable)						
Name of SBE-M/WBE Subcontractor	SBE-M/WBE Total Contract Amount	Approved Change Orders	Revised SBE-M/WBE Contract Amount	Amount drawn for SBE-M/WBE Sub This Period	Amount drawn for SBE-M/WBE Sub to Date	Amount Paid to Date for SBE-M/WBE Subcontractor	Actual Starting Date	Minority Business (√)	Small Business (√)	Black	Hispanic	Women	Caucasian	Other (Please Specify)

I hereby certify that the above information is true to the best of my knowledge _____

(Signature and Title)

Return to: Palm Beach County

Additional Sheets May Be Used As Necessary

NOTE: Firms may be certified as an SBE and/or an M/WBE. If firms are certified as both an SBE and M/WBE, the dollar amount will not be counted twice.

Revised 9/7/2011

OSBA SCHEDULE 4 - SBE-M/WBE PAYMENT CERTIFICATION

The Prime Contractor is to submit Schedule 4 with its Monthly Payment Request to Palm Beach County to reflect actual payments made to the SBE-M/WBE Subcontractor. The Prime Contractor is not to request signature from an SBE-M/WBE Subcontractor unless it has made a payment to the SBE-M/WBE Subcontractor. The SBE-M/WBE Subcontractor is not to complete and sign this form unless it has received a payment from the Prime Contractor for services actually performed by the SBE-M/WBE Subcontractor. A separate Schedule 4 is required for each SBE-M/WBE Subcontractor payment.

This is to certify that _____ received
(SBE or M/WBE Subcontractor Name)

(Monthly) or (Final) payment of \$ _____ . _____

On _____ - _____ - _____ from _____
MM DD YYYY (Prime Contractor Name)

For labor and/or materials used on _____ / _____
(Project Name) (Work Order)

DEPT.: _____ PROJECT NO.: _____

PRIME CONTRACTOR VENDOR CODE: _____

SBE OR M/WBE SUBCONTRACTOR VENDOR CODE: _____

=====

If the SBE Subcontractor intends to disburse any funds associated with this payment to any Subcontractor for labor and/or material provided on this project, please provide the following information:

*Subcontractor Name: _____ Amount to be paid: _____

*Note: If the subcontractor listed in this section is an SBE or M/WBE a separate schedule 4 is required to verify payment.

=====

By: _____
(Signature of Subcontractor) (Print Name & Title of Person executing on behalf of Subcontractor)

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20_____

By: _____

Notary Public, State of Florida

Print, Type or Stamp Commissioned Name of Notary

Personally Known _____ OR Produced Identification _____ Type of Identification _____

ATTACHMENT 1**UNIFORMED SECURITY GUARD SERVICES, JUDICIAL AND GENERAL LOCATIONS,
TERM CONTRACT (RE-BID)****BID #17-015R/MB****COMPANY EXPERIENCE**

This package must be plainly filled in with ink or typewritten.

This attachment is a two page attachment and must have firm name and be initialed when submitting with bid.

Entity Name: _____

Entity Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Contact Name: _____ Title: _____

Entity Classification: Corporation: ☐ Partnership: ☐ Sole Proprietorship: ☐ Other (please explain): _____

If Corporation, State where incorporated _____ Date of Incorporation _____

All applicants answer the following:

1. How many years has your organization been operating under your present business name? _____
2. List all previous business names of your organization: _____
3. How many years experience has your organization had as a Prime Contractor: _____
4. Enter your Federal Employer Identification Number (FEIN): _____
5. Enter your Dunn & Bradstreet Number (D&B): _____
6. List the following for all owners, partners, officers, and directors of your organization:

LAST NAME,	FIRST	MI	BUSINESS ADDRESS	CITY	STATE	ZIP

7. List the following for all individuals, co-partnerships, companies and/or corporations owning 10% or more of your organization (applicant):

NAME	PERCENT OWNED	ADDRESS	CITY	STATE	ZIP

8. List the following for all co-partnerships, companies and/or corporations in which your organization has at least 10% ownership:

NAME	PERCENT OWNED	ADDRESS	CITY	STATE	ZIP

FIRM NAME: _____

Initials:(_____)

9. Has the firm, an affiliate, an officer, a director, an agent, an employee or a member of your firm, or that of an affiliate, ever been indicted, had criminal information filed against it, pled guilty, pled no contest, or been convicted of any act prohibited by state or federal criminal law which involves fraud, bribery, collusion, conspiracy, violation of state or federal antitrust laws, or material misrepresentation committed in any federal or state jurisdiction with respect to any public contract?

Yes ☐ No ☐

If yes, please explain in detail: _____

10. Please state whether you or any of your affiliates are presently or have ever been barred or suspended from bidding or contracting on any public contract(s)?

Yes ☐ No ☐

If yes, please attach additional sheet(s) to include: _____

11. Please state whether you or any of your affiliates are presently or have ever been barred or suspended from bidding or contracting on any public contract(s)?

Yes ☐ No ☐

If yes, please attach additional sheet(s) to include: _____

12. Within the past 8 years, have you ever been terminated for cause from any work awarded to you?

Yes ☐ No ☐

If yes, please attach additional sheet(s) to include: _____

FIRM NAME: _____

Initials:(_____)

ATTACHMENT 2**UNIFORMED SECURITY GUARD SERVICES, JUDICIAL AND GENERAL LOCATIONS,
TERM CONTRACT (RE-BID)****BID #17-015R/MB****REFERENCES**

This package must be plainly filled in with ink or typewritten.

This attachment is a single page attachment and must have firm name and be initialed when submitting with bid.

Bidder shall submit three (3) references, (Attachment 2), all must be non-residential clients where services have been provided; including scope of work, contact name, address, telephone number, email address, total dollar amount of contract, beginning date, end date and length of service.

A contact person must be someone who has personal knowledge of the Bidder's performance for the specific requirement listed. The contact person must have been informed they are being used as a reference and that Palm Beach County staff will be contacting them.

Palm Beach County staff shall contact each reference. DO NOT list references that are unable to answer specific questions regarding these requirements. Palm Beach County cannot be listed as a reference.

REFERENCE SUMMARY

CLIENT NAME	
CLIENT ADDRESS	
CONTACT PERSON	
PHONE NUMBER	
EMAIL	
SCOPE OF WORK	
CLIENT NAME	
CLIENT ADDRESS	
CONTACT PERSON	
PHONE NUMBER	
EMAIL	
SCOPE OF WORK	
CLIENT NAME	
CLIENT ADDRESS	
CONTACT PERSON	
PHONE NUMBER	
EMAIL	
SCOPE OF WORK	

FIRM NAME: _____ INITIALS: (_____)

ATTACHMENT 3**UNIFORMED SECURITY GUARD SERVICES, JUDICIAL AND GENERAL LOCATIONS,
TERM CONTRACT (RE-BID)****BID #17-015R/MB****REFERENCES****NON-RESIDENTIAL CLIENT REFERENCES**

This package must be plainly filled in with ink or typewritten.

This attachment is a single page attachment and must have firm name and be initialed when submitting with bid.

Bidder shall submit **three (3)** references, (Attachment 3) of non-residential clients, from non-residential clients, where services have been provided; including the scope of work, contact names, addresses, telephone numbers, email address, total dollar amount of contract, beginning date, end date and length of service.

A contact person must be someone who has personal knowledge of the Bidder's performance for the specific requirement listed. The contact person must have been informed that they are being used as a reference and that Palm Beach County staff will be contacting them.

Palm Beach County staff shall contact each reference. **DO NOT** list references that are unable to answer specific questions regarding these requirements.

REFERENCE SUMMARY			
	ATTACHMENTS SHALL BE NUMBERED AS FOLLOWS: 3A	ATTACHMENTS SHALL BE NUMBERED AS FOLLOWS: 3B	ATTACHMENTS SHALL BE NUMBERED AS FOLLOWS: 3C
CLIENT NAME & ADDRESS			
CONTACT PERSON			
PHONE NUMBER			
EMAIL			
CONTRACT AMOUNT			
SCOPE OF WORK			
CONTRACT BEGINNING DATE			
CONTRACT END DATE			

FIRM NAME: _____ Initials:(_____)

ATTACHMENT 4**UNIFORMED SECURITY GUARD SERVICES, JUDICIAL AND GENERAL LOCATIONS,
TERM CONTRACT (RE-BID)****BID #17-015R/MB****CONTRACT EXPERIENCE****NON-RESIDENTIAL CONTRACTS WITH VALUES IN EXCESS OF \$2,000,000**

This package must be plainly filled in with ink or typewritten.

Bidder can submit as many pages as needed to comply with the requirements of the bid, each page submitted must have firm name and be initialed when submitting with bid.

The County's annual estimated value of this Solicitation is \$6,287,251.00, bidder shall supply a minimum of two (2) copies of two (2) other non-residential contracts with a combined annual value of no less than \$2,000,000.

Palm Beach County will only contact clients to confirm and/or qualify supporting documentation supplied by bidder. DO NOT list clients that are unable to answer specific questions regarding these requirements.

CONTRACT VALUE SUMMARY

CLIENT NAME	
CONTRACT VALUE	
CONTACT PERSON	
PHONE NUMBER	
EMAIL	
SCOPE OF WORK	
CONTRACT BEGINNING DATE	
CONTRACT END DATE	
CLIENT NAME	
CONTRACT VALUE	
CONTACT PERSON	
PHONE NUMBER	
EMAIL	
SCOPE OF WORK	
CONTRACT BEGINNING DATE	
CONTRACT END DATE	
CLIENT NAME	
CONTRACT VALUE	
CONTACT PERSON	
PHONE NUMBER	
EMAIL	
SCOPE OF WORK	
CONTRACT BEGINNING DATE	
CONTRACT END DATE	

FIRM NAME: _____ INITIALS: (_____)

ATTACHMENT 5**UNIFORMED SECURITY GUARD SERVICES, JUDICIAL AND GENERAL LOCATIONS,
TERM CONTRACT (RE-BID)****BID #17-015R/MB****SUBCONTRACTOR EXPERIENCE
CONTRACTS WITH SUBCONTRACTOR**

This package must be plainly filled in with ink or typewritten.

This attachment is a single page attachment and must have firm name and be initialed when submitting with bid.

Palm Beach County will only contact clients to confirm and/or qualify supporting documentation supplied by bidder. DO NOT list clients that are unable to answer specific questions regarding these requirements.

CONTRACT VALUE SUMMARY	
CLIENT NAME	
SUBCONTRACTOR NAME	
CONTACT PERSON	
PHONE NUMBER	
EMAIL	
SUBCONTRACTOR PERCENTAGE PARTICIPATION	
SUBCONTRACTOR BEGINNING DATE	
SUBCONTRACTOR END DATE	
CLIENT NAME	
SUBCONTRACTOR NAME	
CONTACT PERSON	
PHONE NUMBER	
EMAIL	
SUBCONTRACTOR PERCENTAGE PARTICIPATION	
SUBCONTRACTOR BEGINNING DATE	
SUBCONTRACTOR END DATE	

FIRM NAME: _____ INITIALS: (_____)



Purchasing Department

50 South Military Trail, Suite 110
West Palm Beach, FL 33415-3199

(561) 616-6800

FAX: (561) 242-6744

www.pbcgov.com/purchasing



**Palm Beach County
Board of County
Commissioners**

Robert S. Weinroth, Mayor

Gregg K. Weiss, Vice Mayor

Maria G. Marino

Dave Kerner

Maria Sachs

Melissa McKinlay

Mack Bernard

County Administrator

Verdenia C. Baker

*"An Equal Opportunity
Affirmative Action Employer"*



March 11, 2022

Form L

Universal Protection Services, LP
dba Allied Universal Security Services
1645 Palm Beach Lakes Blvd, Suite 600
West Palm Beach, FL 33401-2204

TERM CONTRACT #**17015RC**

Dear Vendor:

This is to inform you that Palm Beach County Board of County Commissioners ("County") is entering into a Term Contract with your company for UNIFORMED SECURITY GUARD SERVICES, JUDICIAL/GENERAL AND GENERAL LOCATIONS, TERM CONTRACT based on:

[X] SOLICITATION #17-015R/MB

[X] ASSET PURCHASE AGREEMENT DATED SEPTEMBER 13, 2021, BETWEEN UNIVERSAL PROTECTION SERVICE, LLC AND NORRED & ASSOCIATES, INC. AND THE SHAREHOLDER OF NORRED & ASSOCIATES, INC.

The term of this contract is through 7/11/2022, and has an estimated dollar value of \$8,786,195.53.

If applicable, Vendor shall maintain all insurance coverage(s) throughout the entire term of the contract, including any renewals or extensions thereof.

County User Departments will issue individual "Delivery Orders" against this contract as your authorization to deliver. The original invoice must be sent to the address on the Delivery Order ("DO") and must reference the DO number (e.g., DO 680 XY03030500000001111). A copy of the invoice may be sent to the County User Department. Invoices submitted on carbon paper shall not be accepted. In order for the County to make payment, the Vendor's Legal Name; Vendor's Address; and Vendor's TIN/FEIN Number on the Vendor's bid/quote/response must be exactly the same as it appears on the invoice and in the County's VSS system that can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. Failure to comply with the foregoing may result in a delay in processing payment.

If you have any questions, please contact Sandy Shea at sshea@pbcgov.org.

Sincerely,

Samara J. Cooper
Assistant Director

c: Countywide
File