

**3H-1**

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

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**Meeting Date:** April 7, 2009

☒ Consent  
☐ Ordinance

☐ Regular  
☐ Public Hearing

**Department:** Facilities Development & Operations

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**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to approve: A sole source procurement with SimplexGrinnell LP for \$440,750 for a retrofit of the Fire Alarm System for the Judicial Center, SA/PD, and the Central Energy Plant at the Government Center Complex in West Palm Beach.

**Summary:** The existing fire alarm system is out of production and no longer supported by the system sole authorized servicing agent. The County needs to replace the system but at the same time not experience any loss of coverage in order to avoid a cost prohibitive 24/7 dedicated fire watch per floor as mandated by the Fire Marshall for coverage losses greater than four hours. The Simplex product is the only product that is compatible with the existing system and can be incrementally replaced to avoid loss of coverage. SimplexGrinnell is the sole authorized servicing agent and factory authorized source of this product. All funding for this project is from the five year CIP replacement/renewal of electronic systems. The SBE participation for this contract is 0%. The total construction duration is 180 days. (FD&O Admin) District 7 (JM)

**Background and Justification:** The existing system is comprised of six Simplex fire alarm panels, connected together by copper wiring, tied into a Simplex main processor at the Central Energy Plant. The work consists of the replacement of all fire panels and initiating devices in all three buildings, elimination of the existing 2120 processor, the addition of a Voice Command Center (VCC) to the Judicial Center Fourth Floor Command Center, and tying the entire system together with fiber optic cabling.

**Attachments:**

1. Contract
2. Budget Availability Statement
3. Sole Source back-up

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General Conditions/Appendix available in County Administration

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**Recommended by:**

  
\_\_\_\_\_  
**Department Director**

  
\_\_\_\_\_  
**Date**

2/28/09

**Approved by:**

  
\_\_\_\_\_  
**County Administrator**

  
\_\_\_\_\_  
**Date**

3/26/09

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

Fiscal Year	2009	2010	2011	2012	2013
Capital Expenditures	\$440,750.00	0	0	0	0
Operating Costs	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income (County)	0	0	0	0	0
In-Kind Match (County)	0	0	0	0	0
<b>NET FISCAL IMPACT</b>	<b>\$440,750.00</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b># Additional FTE Positions (Cumulative)</b>	<b>—</b>	<b>—</b>	<b>—</b>	<b>—</b>	

Is Item Included in Current Budget? Yes X No     

Budget Account No: 3804-411-B439-4907 (\$141,521) (Ad Valorem, Maintenance)  
 3804-411-B385-4907 (\$119,331) (Ad Valorem, Maintenance)  
 3804-411-B350-4907 (\$173,427) (Ad Valorem, Maintenance)  
 3804-411-B401-4907 (\$6,471) (Ad Valorem, Maintenance)

Reporting Category \_\_\_\_\_

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

**C. Departmental Fiscal Review:**

### III. REVIEW COMMENTS

**A. OFMB Fiscal and/or Contract Development & Control Comments:**

OFMB *Jan 21 36-09* *100 36-09* *CN 9/4/9*

*J. J. Javel* 3/10/09  
Contract Dev and Control  
*E. Jones* 3/10/09

**A. Legal Sufficiency:**

Assistant County Attorney

**A. Other Department Review:**

**Department Director**

**This summary is not to be used as a basis for payment.**

# CONTRACT

THIS CONTRACT, made and entered into \_\_\_\_\_, between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Simplex Grinnell, hereinafter referred to as the "CONTRACTOR".

## WITNESSETH:

That the said Contractor having been awarded the contract for the:

### JUDICIAL CENTER – FIRE ALARM SYSTEM RETROFIT

### PROJECT NO. 09461

in accordance with the Bid therefore and for and in consideration of the promises and of the covenants and agreements, and of the payments herein specified, to be made and performed by the Contractor and the County, the Contractor hereby covenants and agrees to and with the County to undertake and execute all of the said named work, in a good, substantial and workmanlike manner, and to furnish and pay for all materials, labor, supervision, equipment, supplies, fees, expertise, and services necessary to fully complete all work in accordance with all requirements of the Contract Documents and in accordance with all applicable codes and governing regulations, within the time limit specified in the Bid Form. The Contract Documents consist of the following documents which are incorporated herein by reference.

- A - Simplex Grinnell quotation dated 02/10/09; Small Business Enterprise Program, Living Wage, Criminal History Records Check and Attachment #2.
- B - Completed Bonds, Guarantee and Insurance Forms.
- C - General Conditions / Appendix A

Contractor agrees to accept as full compensation for the satisfactory performance of this Contract the sum of Four Hundred Forty Thousand Seven Hundred Fifty Dollars and Zero Cents (\$440,750.00). The prices named in the Bid are for the completed work and all expense, direct or indirect, connected with the proper execution of the work and of maintaining the same until it is accepted by the Board of County Commissioners. It is understood that the Contractor holds and will maintain current appropriate certification and/or license for the purpose of performing the specified work pursuant to this Contract. The time limit for the Substantial Completion of all work under this contract shall be as stated in the Bid Form. The date fixing the beginning of this period upon the calendar shall be established and stated in the Notice to Proceed.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, has made and executed this Contract on behalf of the said County and caused the seal of the said County to be affixed hereto, and the Contractor has hereunto set his hand and seal the day and year written. The Contractor represents that it is authorized to execute this contract on behalf of itself and its Surety.

ATTEST:  
SHARON R. BOCK, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA, a  
Political Subdivision of the State of Florida

BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
John F. Koons, Chairman

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

Assistant County Attorney

Director, Facilities Development & Operations

"CONTRACTOR"

(witness signature)

(witness name printed)

(witness signature)

(witness name printed)

By: \_\_\_\_\_  
Simplex Grinnell  
(Corporate Name)

a \_\_\_\_\_ Florida \_\_\_\_\_ corporation  
(insert state of corporation)

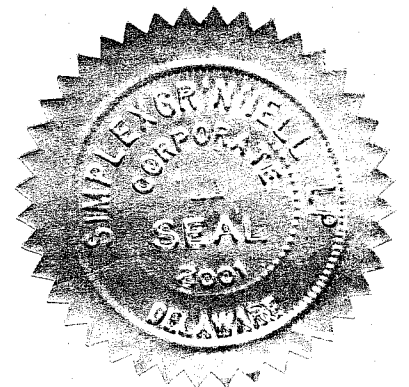
By: \_\_\_\_\_  
(signatory)

\_\_\_\_\_ Daniel Staub  
(print signatory's name)

Its \_\_\_\_\_ General Manager  
(print title)

\_\_\_\_\_ 2/24 \_\_\_\_\_, 2009  
(date of execution)

(Corporate Seal)



**PALM BEACH COUNTY COMMUNICATIONS  
REQUISITION TO PURCHASE**

SECTION	FIRE / INTRUSION	SECTION REQUISITION #	
DATE	2/11/2009	PRICE AGREEMENT	
ACCT #	3804 411 B439 4907	COMMODITY CODE	34016
DELIVER TO	4105	VENDOR CODE	SIMP0001
ATTENTION	LARRY ELLIS	DO#	
PHONE	561-233-0822	DPO#	
JD RW	LE	CRQS#	

DIVISION HEAD  
SIGNATURE

ITEM	QTY	UNIT	COMPLETE DESCRIPTION	ESTIMATED	
				COST	EXT COST
1	1	EA	Upgrade the existing Fire System at the JCC Complex	\$440,750.00	\$ 440,750.00
2			including the Courthouse, SA/PD and Central Plant West Palm Beach, FL., as per the attached quote.		\$ 0.00
3		1st	Payments to be completed in fourteen (14) installments as follows: PBC Requested Performance Bond	\$3,970.00	\$ 0.00
4		2nd	CEP & SA/PD Engineering Drafting, PE Seal and Permitting	\$33,677.00	
		3rd	Courts Bldg Engineering Drafting, PE Seal & Permitting	\$30,723.00	\$ 0.00
5		4th	Mobilization (Labor & Installation Material)	\$22,847.00	
		5th	Stored Material - Equipment (Bonded and Insured Warehouse)	\$172,923.00	\$ 0.00
6		6th	Fiber Installation - CEP To SA/PD	\$12,592.00	
		7th	Fiber Installation - CEP To Courthouse	\$9,278.00	\$ 0.00
7		8th	JCC Courts - Node 1,2,3 & 4 Upgrades	\$13,819.00	
		9th	JCC Courts - PBSO TSW, PBSO VCC, 4th Floor Suppression	\$30,109.00	\$ 0.00
8		10th	JCC Courts - TSW-Basement, FAAPs	\$14,959.00	
		11th	CEP - TSW, 4100 Upgrade, FAAP, Smoke Sensors	\$29,377.00	\$ 0.00
9		12th	SA/PD - TSW, 4100 Upgrade, FAAP, Smoke Sensors	\$57,862.00	
		13th	AHJ Acceptance - Final Testing and Certification w/AHJ CEP/SAPD	\$4,307.00	\$ 0.00
10		14th	AHJ Acceptance - Final Testing and Certification w/AHJ Courts	\$4,307.00	
					\$ 0.00
11			Sub Total	\$440,750.00	
					\$ 0.00
12					\$ 0.00
13					\$ 0.00
14					\$ 0.00
15					\$ 0.00
SUGGESTED VENDORS / OTHER REMARKS				<b>TOTAL</b>	<b>\$ 440,750.00</b>

Tyco/Grinnell Simplex  
1830 Park Lane South  
Jupiter, Fl 33458  
561-277-4140

# JUDICIAL CENTER

Project Invoicing Steps 2/10/09

I	PBC Requested Performance Bond	\$3,970.00
II	CEP & SAPD - Engineering Drafting, PE Seal & Permitting	\$33,677.00
III	Courts Bldg. - Engineering Drafting, PE Seal & Permitting	\$30,723.00
IV	Mobilization (Labor & Installation Material)	\$22,847.00
V	Stored Material - Equipment (Bonded & Insured Warehouse)	\$172,923.00
VI	Fiber Installation - CEP TO SAPD	\$12,592.00
VII	Fiber Installation - CEP TO Courts Building	\$9,278.00
VIII	JCC Courts - Node 1, 2, 3 & 4 Upgrades*	\$13,819.00
IX	JCC Courts - PBSO TSW, PBSO VCC, 4th Flr Suppression*	\$30,109.00
X	JCC Courts - TSW-Basement, FAAPs*	\$14,959.00
XI	CEP - TSW, 4100 & VCC Upgrades, FAAP, Smoke Sensors*	\$29,377.00
XII	SAPD - TSW, 4100 Upgrade, FAAP, Smoke Sensors*	\$57,862.00
XIII	AHJ Acceptance - Final Testing And Certification W/AHJ - CEP & SAPD	\$4,307.00
XIV	AHJ Acceptance - Final Testing And Certification W/AHJ - Courts Building	\$4,307.00
TOTAL:		\$440,750.00

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**SimplexGrinnell Quotation**

TO:  
Palm Beach County Commissioner  
Po Box 4036  
Finance Department  
West Palm Beach, FL 33402-4036

Attn: Bob Wood

Site: Judicial Center Complex  
Project: PBC JCC Fire System Upgrade  
Customer Reference: Performance Bond Revision  
SimplexGrinnell Reference: 262400386/942336015  
Proposal #: P23975-000443  
Date: 02/10/2009  
Page 1

SimplexGrinnell is pleased to offer for your consideration this quotation for the above project.

QUANTITY	MODEL NUMBER	DESCRIPTION
<b>JCC Courts-Node 1 (2nd North)</b>		
1	4100-7152	4100U UPGRADE KIT W/DISPLAY
1	4100-2301	EXPANSION BAY UPGRADE
1	4190-9012	FIBER AUDIO MODULE, SLAVE
1	4100-8901	ADD-ON TO 4100 PANEL/SYS
<b>JCC Courts-Node 2 (2nd South)</b>		
1	4100-7152	4100U UPGRADE KIT W/DISPLAY
1	4100-2301	EXPANSION BAY UPGRADE
1	4100-8901	ADD-ON TO 4100 PANEL/SYS
<b>JCC Courts-Node 3 (8th South)</b>		
1	4100-7152	4100U UPGRADE KIT W/DISPLAY
1	4100-2301	EXPANSION BAY UPGRADE
1	4100-8901	ADD-ON TO 4100 PANEL/SYS
<b>JCC Courts-Node 4 (8th North)</b>		
1	4100-7150	4100U UPGRADE KIT W/DISPLAY
1	4100-2301	EXPANSION BAY UPGRADE
<b>JCC Courts 4th Flr PBSO VCC</b>		
1	4100-9111	4100U PRECONFIG. DOMESTIC 120V
4	4100-0010	FACTORY USE ONLY - WRAP KIT
1	4100-0634	POWER DISTRIBUTION MODULE 120V
1	4100-1241	MESSAGE EXPANSION, 8 MINUTES
1	4100-1252	AUDIO IF MODULE, SGL CHANNEL
10	4100-1279	2" BLANK DISPLAY MODULE
3	4100-1280	8 SWITCH, 8 RED LED MODULE
1	4100-1288	64/64 LED/SWITCH CONTROLLER
1	4100-1294	LED/SWITCH SLIDE-IN LABEL KIT
1	4100-2300	EXPANSION BAY (PHASE 10 ONLY)
1	4100-2320	AUDIO EXPANSION BAY
1	4100-6014	NETWORK IFC CARD, MODULAR
2	4100-6056	NETWORK MEDIA CARD WIRED

THIS QUOTATION AND ANY RESULTING CONTRACT SHALL BE SUBJECT TO THE GENERAL TERMS AND CONDITIONS ATTACHED HERETO.  
Fire, Security, Communications, Sales & Service  
Offices & Representatives in Principal Cities throughout North America

**SimplexGrinnell Quotation**

QUANTITY	MODEL NUMBER	DESCRIPTION
1	4100-9620	BASIC AUDIO W/MIKE-ANALOG
1	41002153	INDICATOR ONLY 3 BAY GLASS
1	41007905	FACTORY BUILT-MAIN CONFIGURED
1	41007908	SYSTEM WITHOUT DACT
1	2975-9426	BACKBOX/DOOR/RETAINER BEIGE #3
2	2081-9276	BATTERY 33AH
1	4190-9011	FIBER AUDIO MODULE, MASTER
1	4190-9012	FIBER AUDIO MODULE, SLAVE
<b>JCC Courts - LCD Annunciators</b>		
2	4603-9101	LCD ANNUNCIATOR
<b>CEP - Classic To 4100U</b>		
1	4100-7152	4100U UPGRADE KIT W/DISPLAY
1	4100-2301	EXPANSION BAY UPGRADE
1	4100-8901	ADD-ON TO 4100 PANEL/SYS
<b>CEP VCC - Classic To 4100U</b>		
1	4100-7152	4100U UPGRADE KIT W/DISPLAY
1	4100-2301	EXPANSION BAY UPGRADE
1	4190-9011	FIBER AUDIO MODULE, MASTER
1	4190-9012	FIBER AUDIO MODULE, SLAVE
1	4100-8901	ADD-ON TO 4100 PANEL/SYS
<b>CEP - Fire Alarm Equipment</b>		
17	4098-9714	PHOTO SENSOR
17	4098-9792	SENSOR BASE
4	4098-9756	DUCT SENSOR HOUSING-4-WIRE
4	2098-9806	REMOTE TEST STATION
4	2098-9797	SAMPLING TUBE 49"
<b>SAPD - Classic To 4100U</b>		
1	4100-7152	4100U UPGRADE KIT W/DISPLAY
1	4100-2301	EXPANSION BAY UPGRADE
1	4190-9012	FIBER AUDIO MODULE, SLAVE
1	4100-8901	ADD-ON TO 4100 PANEL/SYS
<b>SAPD Fire Alarm Equipment</b>		
111	4098-9714	PHOTO SENSOR
111	4098-9792	SENSOR BASE
5	4098-9756	DUCT SENSOR HOUSING-4-WIRE
5	2098-9806	REMOTE TEST STATION
5	2098-9797	SAMPLING TUBE 49"
1	4603-9101	LCD ANNUNCIATOR

Fire, Security, Communications, Sales & Service  
Offices & Representatives in Principal Cities throughout North America



**SimplexGrinnell Quotation**

QUANTITY	MODEL NUMBER	DESCRIPTION
	<b>TSW Programming</b>	
1	4190-8122	TSW PROGRAMMING
	<b>TSW-Courts 4th Floor PBSO</b>	
1	4190-8401	TRUESITE WORKSTATION
	<b>TSW-Courts Basement</b>	
1	4190-8401	TRUESITE WORKSTATION
	<b>TSW-CEP</b>	
1	4190-8401	TRUESITE WORKSTATION
	<b>TSW-SAPD (New)</b>	
1	4190-8401	TRUESITE WORKSTATION
	<b>4100U Suppression-4th Floor IT</b>	
1	2081-9046	2 AMP COIL SUPERVISORY MODULE
1	2080-9060	MAINT SWITCH W/LAMP SURFACE
1	4010-9830	SUP RELEASING APPLIQUE KIT
1	4090-9006	SUP RELEASE PERIPH & ENCLOSURE
4	4098-9714	PHOTO SENSOR
4	4098-9792	SENSOR BASE
2	562-939	MAPNET II CLASS B SIGNAL BD

**Installation**

**Plans**

**Project Performance Bond**

**Total net selling price, FOB shipping point, \$440,750.00**

**Comments**

1. THE ABOVE QUOTATION IS FOR THE EQUIPMENT LISTED ABOVE ONLY, ALL OTHER EQUIPMENT AND ANY ADDITIONAL INSTALLATION WILL BE AT ADDITIONAL COST.

2. THE PRICE INCLUDES:

- PRINTS
- SUBMITTALS
- PANEL TERMINATIONS
- TESTING/CERTIFICATION

Fire, Security, Communications, Sales & Service  
Offices & Representatives in Principal Cities throughout North America

**SimplexGrinnell Quotation**

Comments (continued)

- PROGRAMMING
- ONE YEAR WARRANTY

3. THE QUOTATION ABOVE IS SUBJECT TO APPROVAL.

4. SIMPLEXGRINNELL INSTALLATION IS INCLUDED AS DEFINED BELOW:

A. SIMPLEXGRINNELL INSTALLATION INCLUDES:

- INSTALLATION OF WIRING AND LISTED DEVICES FOR FIRE ALARM SYSTEM.
- PRICE BASED ON COMPLETE BOX AND CONDUIT SYSTEM (WHERE REQUIRED BY CODE OR SPECIFICATIONS) BY SIMPLEXGRINNELL.

5. THIS QUOTATION IS BASED ON PROJECT SCOPE DATED NOVEMBER 4, 2008.

6. PAYMENT AND PERFORMANCE BOND IS NOT INCLUDED IN THIS QUOTATION.

7. FIRE WATCH, AS MAY BE REQUIRED, BY OTHERS.

8. SIMPLEXGRINNELL IS RESPONSIBLE FOR A REASONABLE MATCH TO EXISTING BUILDING CONDITIONS WHERE "PATCH AND PAINT" MAY BE REQUIRED. SIMPLEXGRINNELL IS NOT RESPONSIBLE FOR ANY CUTTING OR PATCHING OF SPECIALITY SURFACES INCLUDING ANY SURFACES THAT MAY HAVE GRANITE/MARBLE FINISHES, OR FOR REPLACING/REFINISHING AREAS THAT MAY BE DIFFICULT TO COLOR/TEXTURE MATCH DUE TO FADING OR UNFAVORABLE FINISH MATERIALS.

9. WHERE EXISTING LED ANNUNCIATORS ARE TO BE REPLACED, SIMPLEXGRINNELL WILL PROVIDE A BLANK PLATE OVER THE EXISTING ANNUNCIATOR BACK-BOX AND MOUNT THE NEW LCD ANNUNCIATOR ON THIS PLATE. THIS QUOTATION DOES NOT INCLUDE REMOVAL OF ANY EXISTING BACKBOXES, NOR ANY PATCHING/PAINTING OF SUCH AREAS.

10. NO NEW OR ADDITIONAL PRINTERS ARE INCLUDED IN THIS QUOTATION.

11. THIS QUOTATION IS BASED ON PALM BEACH COUNTY PROVIDING SIMPLEXGRINNELL WITH THE NECESSARY ELECTRONIC CAD DRAWINGS TO COMPLETE THE REQUIRED SHOP DRAWINGS FOR PERMIT PURPOSES.

12. SIMPLEX GRINNELL WILL ISSUE INVOICES TO PALM BEACH COUNTY BASED ON DOCUMENT ENTITLED "PROJECT INVOICING STEPS", DATED FEBRUARY 3, 2009.

13. A PROJECT PERFORMANCE BOND IS INCLUDED IN THIS QUOTATION (\$3,970.00).

14. ADDITIONAL NOTES THAT APPLY TO THIS QUOTATION.

THIS PROPOSAL INCLUDES THE FOLLOWING ITEMS BY SIMPLEXGRINNELL:  
Install, terminate, and test all fire alarm devices as listed in the B.O.M Provide and install all

### SimplexGrinnell Quotation

#### Comments (continued)

wire and cable for this project that may be required. All work is to be performed during normal working hours 7am through 3:30pm Monday through Friday. Provide (1) final building acceptance test with the AHJ per phase, two (2) phase maximum. Additional testing if required or requested will require a written authorization for increased costs prior to these tests. 48 Hours notice must be provided for all inspections.

THESE ITEMS ARE THE RESPONSIBILITY OF OWNER: Parking for installers, and storage for materials on site to be provided by the owner. 48hour notice for all inspections.

SIMPLEXGRINNELL INSTALLATION SCOPE OF WORK: Provide and install 1-12 strand fiber to go in the existing underground raceways in the basement of the courts building to the CEP building and from the CEP Building to the SAPD building. There are (7) existing 4100 FACP's that will be upgraded to 4100Us. There will be one new VCC panel installed in the 4th floor PBSO Command Center to emulate the capabilities of the existing VCC in CEP. The 4004R Releasing Panel installed on the 4th Floor IT room will be replaced with a system based releasing solution. There are 17- existing Smoke Detectors and 4-Duct detectors in the CEP building, that will be replaced with addressable analog sensors on a one per one basis using existing wiring and boxes. There are 111-existing Smoke Detectors and 5-Duct Detectors in the SAPD building that will be replaced with addressable analog smoke sensors on a one per one basis using existing wiring and boxes. There are four (4) new True Site Workstations (TSW) that will be installed. Three (3) TSWs will replace existing 2120 Color Graphic Units at their present locations. A new TSW will be installed in a new location in the lobby of the SAPD Building.

FIRE WATCH IF REQUIRED IS TO BE PROVIDED BY OWNERS. NOTE: ANY EXISTING WIRING AND/OR DEVICES THAT ARE FOUND TO BE DEFECTIVE AND IN NEED OF REPLACEMENT, WILL BE REPLACED AT ADDITIONAL COSTS TO THE OWNER. QUOTE DOES NOT INCLUDE TIME FOR TROUBLESHOOTING ANY EXISTING WIRING AND/OR DEVICE.

SUPPLEMENTAL TERMS AND CONDITIONS: Any additional services, or equipment, or materials if required but not listed as being provided or installed by SimplexGrinnell will require separate pricing prior to providing these goods or services. This proposal is based on the fire alarm system and the installation thereof not being U.L. certified at this time.

### 5.3 Small Business Enterprise Program

5.3.1 - 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 established Ordinance No. 2002-064, which sets forth the County's requirements for the SBE program, and are 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.

5.3.2 - SBE Goals - The County has established a minimum goal of 15% SBE participation for all County solicitations, inclusive of all alternates and change orders, as set forth in Paragraph 1.5 of the Bid Form. This goal is a minimum, and no rounding will be accepted.

5.3.3 - Ranking of Responsive Bidders - Bidders who meet the SBE goal will be deemed to be responsive to the SBE requirement. When evaluating competitive bids/quotes of up to one million dollars (\$1,000,000) in which the apparent low bidder is determined to be non-responsive to the SBE requirement, the contract shall be awarded to the low bidder responsive to the SBE requirement, or, in the event there are no bidders responsive to the SBE requirement, 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%).

In cases where the low bid exceeds one million dollars (\$1,000,000), the contract shall be awarded to the low bidder responsive to the SBE requirements, or, in the event there are no bidders responsive to the SBE requirements, to the bidder with the greatest SBE participation in excess of seven percent (7%) participation, provided that such bid does not exceed the low bid otherwise responsive to the bid requirements 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).

This section applies only when price is the determining factor.

5.3.4 - Bid Submission Documentation - SBE bidders, bidding as prime contractors, are advised that they must complete Schedule 1 listing the work to be performed by their own workforce as well as the work to be performed by any SBE or M/WBE 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:

5.3.4.1. - Schedule 1 - List of Proposed SBE and M/WBE Subcontractors - This list shall contain the names of all SBE and M/WBE subcontractors intended to be used in performance of the contract if awarded. The type of work to be performed by each subcontractor and the dollar value or percentage shall also be specified. This schedule shall also be used if an SBE prime bidder is utilizing ANY subcontractors.

5.3.4.2 - Schedule(s) 2 - Letter(s) of Intent to Perform as an SBE or M/WBE Subcontractor - One Schedule 2 for each SBE and M/WBE Subcontractor listed on Schedule 1 shall be completed and executed by the proposed SBE and M/WBE Subcontractor. Additional copies may be made as needed.

**NOTE:**

A prime bidder certified by Palm Beach County as an SBE must complete Schedules 1 and 2 if they propose to use any SBE or M/WBE subcontractors. SBE bidders are not exempt from meeting goals. The amount of work to be done by an SBE prime bidder's own forces may be counted toward goal attainment, but such amounts must be identified in the bid submittal on Schedule 1. Failure to submit the necessary SBE documentation to establish that the goals have been met may result in the SBE bidder being deemed non-responsive to the SBE requirements.

5.3.5 - SBE Certification - Only those firms certified by Palm Beach County at the time of bid opening shall be counted toward the established SBE goals. Upon receipt of a complete application, **IT TAKES UP TO SIXTY (60) 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 contact the OSBA at (561) 616-6840 to verify certification.

5.3.6 - Counting SBE Participation (and M/WBE Participation for Tracking Purposes)

5.3.6.1 - 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.

5.3.6.2 - 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.

5.3.6.3 - 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.

5.3.6.4 - 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.

5.3.6.5 - The County or Prime may count the entire expenditure to an SBE manufacturer (i.e., a supplier that produces goods from raw materials or substantially alters the goods before resale).

5.3.6.6 - The County or Prime may count sixty percent (60%) of its expenditure to SBE suppliers that are not manufacturers.

5.3.6.7 - The County or Prime may count toward its SBE goal second and third tiered SBE subcontractors, provided that the Prime identifies the SBE subcontractors as second and third tier subs in their bid/proposal submittal.

5.3.7 - Responsibilities After Contract Award - All bidders hereby assure that they will meet the SBE participation percentages submitted in their respective bids with the subcontractors contained on Schedules 1 & 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.

Note: Schedule 3 (Good Faith Efforts) is no longer required. Therefore, Schedules 4 has been renumbered to Schedule 3, and Schedule 5 has been renumbered to Schedule 4.

5.3.8 - 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 SBEs in order to maintain the SBE percentages submitted with the bid. Requests for substitutions must be submitted to the Department issuing the bid and the OSBA.

14.0 Living Wage

- 14.1 Contracts that exceed \$100,000, and that are not subject to the Davis-Bacon Act or any related act or acts, as amended, that require the payment of Davis-Bacon Act wage rates, must comply with the Palm Beach County Living Wage Ordinance.
- 14.2 Living wage means a minimum wage of \$11.03 per hour effective October 1, 2008, through September 30, 2009. The living wage is adjusted annually on October 1 as provided for in the ordinance. Starting October 1, 2009, the living wage will be \$11.48. Contractor and all subcontractors shall pay the living wage to all employees directly providing construction-related services.
- 14.3 Certification required. Before entering any construction contract, the Contractor must provide a certificate to the Owner and each subcontractor must provide a certificate to the Contractor, stating that it will pay each employee no less than the living wage. A copy of the certificate must be made available to the public upon request. The certificate must include the following:

The name, address, and phone number of the prospective employer, a local contact person, and the specific project for which the construction contract applies; The amount of the construction contract; A brief description of the project or service provided under the construction contract; A statement of the wage levels for prospective non-county employees; and A commitment to pay each employee a living wage.

The certificate form is provided with the Contract documents.

- 14.4 Notice and posting. The Contractor shall post a copy of the following statement at the work site in a prominent place where it can easily be seen by the employees: "NOTICE TO EMPLOYEES: If you are employed to provide certain services to Palm Beach County, your employer may be required by Palm Beach County law to pay you at least (insert the living wage hourly pay rate, as adjusted) per hour. If you are not paid this hourly rate contact your supervisor or Palm Beach County Capital Improvements Division at (561) 233-0260." The preceding statement shall be printed in English, Spanish, and Creole, and shall be printed with black lettering on letter-size, white paper using a Times New Roman 14-point font, Courier New 14-point font, or Arial 14-point font. Posting requirements will not be required if the employer attaches a copy of the preceding statement to the employee's first paycheck, and to subsequent paychecks at least every six (6) months thereafter. Employers shall supply a copy of the preceding statement to any employee upon request within a reasonable time. Employers shall forward a copy of the requirements of this ordinance to any person or business submitting a bid for a subcontract on any contract covered by this ordinance.
- 14.5 Maintenance of payroll records. Each employer shall maintain payroll records and basic records relating thereto for each employee, and shall preserve them for a period of three (3) years. The records shall contain:

Each employee's name and address; Each employee's job title and classification; The number of hours worked each day by each employee; The gross wages and deductions made for each employee; and Annual wages paid to each employee.

- 14.6 Reporting payroll. Every six (6) months the Contractor shall certify and file with the Owner, or with the general contractor for subcontractors, certification that all employees who worked on each construction contract during the preceding six (6) month period were paid the living wage in compliance with this ordinance. Upon the Owner's request, the employer shall produce for inspection and copying the payroll records for any or all of its employees for the prior three (3) year period.
- 15.0 Criminal History Records Check - Pursuant to Ordinance 2003-030, the Palm Beach County Criminal History Records Check Ordinance, the County will conduct fingerprint based criminal history record checks on each person, not employed by the County, who provides or delivers goods and services for, to or on behalf of the County. A finger print based criminal history record check will be conducted on all employees and subcontractors of contractors, vendors, repair persons and delivery persons who are unescorted when entering a facility determined to be critical to public safety and security. County facilities which require this heightened level of security are identified in Resolution R2003-1274, which is available upon request. The Bidder understands that it is solely responsible for the financial, schedule and/or staffing implications of compliance with this Ordinance, and represents and warrants that its bid price includes any direct or indirect costs (not including the FDLE/FBI fees which will be paid directly by the County) of compliance with this Ordinance.



PUBLIC CONSTRUCTION BOND

BOND NUMBER: 82166964

BOND AMOUNT: \$440,750.00

CONTRACT AMOUNT: \$440,750.00

CONTRACTOR'S NAME: SimplexGrinnell IP

CONTRACTOR'S ADDRESS: 1830 Park Lane South, Jupiter, FL 33458

CONTRACTOR'S PHONE: 561-277-4140

SURETY COMPANY: Federal Insurance Company

SURETY'S ADDRESS: 15 Mountain View Rd., Warren, NJ 07061

OWNER'S NAME: PALM BEACH COUNTY FACILITIES SERVICES DIVISION

OWNER'S ADDRESS: 2633 Vista Parkway  
West Palm Beach, FL 33411

OWNER'S PHONE: (561) 233-2060

DESCRIPTION OF WORK: Retrofit of existing fire alarm system

PROJECT LOCATION: 301 N. Olive Avenue, West Palm Beach, FL 33401

LEGAL DESCRIPTION: Palm Beach County Judicial Center

This Bond is issued in favor of the County conditioned on the full and faithful performance of the Contract

KNOW ALL MEN BY THESE PRESENTS: that Contractor and Surety, are held and firmly bound unto

Palm Beach County Board of County Commissioners  
301 N. Olive Avenue  
West Palm Beach, Florida 33401

as Obligee, herein called County, for the use and benefit of claimant as herein below defined, in the amount of

Four Hundred Forty Thousand Seven Hundred Fifty and 00/100ths

Dollars (\$ 440,750.00 )

(Here insert a sum equal to the Contract Price)

for the payment whereof Principal and Surety bind themselves, their heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement entered into a contract with the County for

Project Name: Judicial Center -- Fire Alarm System Retrofit  
Project No.: 09461  
Project Description: Retrofit of the existing fire alarm system  
Project Location: Judicial Center

in accordance with Design Criteria Drawings and Specifications prepared by

NAME OF ARCHITECTURAL FIRM: N/A  
LOCATION OF FIRM:  
PHONE:  
FAX:

which contract is by reference made a part hereof in its entirety, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract between Principal and County for the construction of , the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05, Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays County all losses, damages (including liquidated damages), expenses, costs, and attorneys' fees, including appellate proceedings, that County sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.
5. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond and Surety waives notice of such changes.
6. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of construction liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against the bond.
7. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the contract are expressly covered by and made a part of this Performance, Labor and Material Payment Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverages and limitations of this instrument.
8. Section 255.05, Florida Statutes, as amended, together with all notice and time provisions contained therein, is incorporated herein, by reference, in its entirety. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes. This instrument regardless of its form, shall be construed and deemed a statutory bond issued in accordance with Section 255.05, Florida Statutes.
9. Any action brought under this instrument shall be brought in the court of competent jurisdiction in Palm Beach County and not elsewhere.

Witness

Joe Sroka Operations Manager

SimplexGrinnell LP

Principal

Daniel Staub

(Seal)

General Manager  
Title

Federal Insurance Company

2/24/2009

Surety

(Seal)

Witness

Stacy Rivera

Title

Jeannette Porriani, Attorney-in-Fact

COUNTERSIGNED

By:

FL Resident Agent



Chubb  
Surety

POWER  
OF  
ATTORNEY

Federal Insurance Company  
Vigilant Insurance Company  
Pacific Indemnity Company

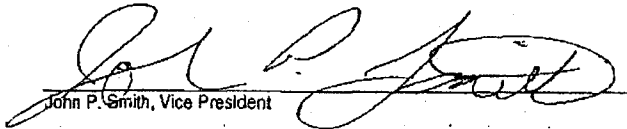
Attn: Surety Department  
15 Mountain View Road  
Warren, NJ 07059

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint **Jeannette Porrini and Stacy Rivera of Farmington, Connecticut**

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **4th** day of **October, 2005**

  
Kenneth C. Wendel, Assistant Secretary

  
John P. Smith, Vice President

STATE OF NEW JERSEY

County of Somerset

SS.

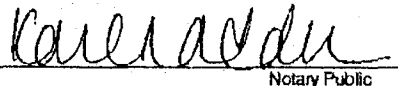
On this **4th** day of **October, 2005**

before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with John P. Smith, and knows him to be Vice President of said Companies; and that the signature of John P. Smith, subscribed to said Power of Attorney is in the genuine handwriting of John P. Smith, and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



KAREN A. EDER  
Notary Public, State of New Jersey  
No. 2231647  
Commission Expires Oct. 28, 2009

  
Notary Public

#### CERTIFICATION

Extract from the By-Laws of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this

2/24/2009



  
Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903-3493 Fax (908) 903-3656

e-mail: surety@chubb.com

# FEDERAL INSURANCE COMPANY

## STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis

DECEMBER 31, 2007

(in thousands of dollars)

### ASSETS

Cash and Short Term Investments.....	\$ 268,650
United States Government, State and Municipal Bonds .....	11,760,927
Other Bonds .....	3,748,134
Stocks .....	1,228,819
Other Invested Assets .....	1,813,473

TOTAL INVESTMENTS ..... 18,820,003

### Investments in Affiliates:

Chubb Investment Holdings, Inc. ....	2,488,838
Pacific Indemnity Company .....	1,842,863
Chubb Insurance Investment Holdings Ltd....	886,556
Executive Risk Indemnity Inc. ....	820,609
CC Canada Holdings Ltd. ....	567,070
Great Northern Insurance Company .....	374,275
Chubb European Investment Holdings SLP..	304,522
Chubb Insurance Company of Australia .....	178,307
Vigilant Insurance Company .....	150,317
Other Affiliates .....	257,152
Premiums Receivable .....	1,552,350
Other Assets .....	1,428,195

TOTAL ADMITTED ASSETS..... \$ 29,671,057

### LIABILITIES AND

### SURPLUS TO POLICYHOLDERS

Outstanding Losses and Loss Expenses ...	\$ 11,665,892
Unearned Premiums .....	3,576,372
Reinsurance Premiums Payable .....	388,475
Provision for Reinsurance .....	152,814
Other Liabilities .....	1,010,325

TOTAL LIABILITIES ..... 16,793,878

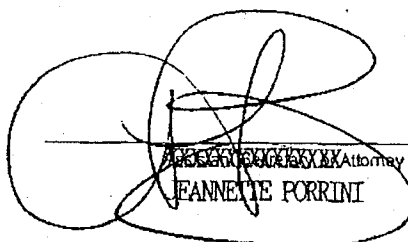
Capital Stock .....	20,980
Paid - In Surplus .....	3,106,790
Unassigned Funds .....	9,749,409

SURPLUS TO POLICYHOLDERS ..... 12,877,179

TOTAL LIABILITIES AND SURPLUS  
TO POLICYHOLDERS..... \$ 29,671,057

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners.  
Investments valued at \$478,269,830 are deposited with government authorities as required by law.

A CORRECT STATEMENT:

  
JEANETTE PORINI

Living Wage Certification

In accordance with the Palm Beach County Living Wage Ordinance, the undersigned does hereby declare that it will and its subcontractors will pay each employee a living wage.

Project Name: Judicial Center-Fire Alarm System Retrofit

Project Number: 09461

Contractor: SimplexGrinnell

Contractor Address: 1830 Park Lane South, Jupiter, Fl 33458

Contractor Phone Number: 561-277-4140

Contract Amount: \$440,750

Contract for: General Contracting Services

Statement of wage levels for Contractor's employees:

This certifies that all SimplexGrinnell employees assigned to this project will be paid no less than the living wage amount indicated in the contract agreement.

By: 

(Signatory)

Daniel Staub

(Signatory name printed)

General Manager

(Title)

2/24/09

(Date)

ATTACHMENT 2

PROJECT NUMBER: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

**SMALL BUSINESS ENTERPRISE SCHEDULES**

THESE SCHEDULES MUST BE COMPLETED AS APPLICABLE AND DEFINED IN INSTRUCTIONS TO BIDDERS SECTION 5.3 AND MUST BE SUBMITTED IN ACCORDANCE WITH PARAGRAPH 5.5 OF THE INSTRUCTIONS TO BIDDERS

Schedule 1 - LIST OF PROPOSED SBE - M/WBE SUBCONTRACTORS

Schedule 2 - LETTER OF INTENT TO PERFORM AS A SBE OR M/WBE SUBCONTRACTOR

SCHEDULE 1

LIST OF PROPOSED SBE-M/WBE SUBCONTRACTORS

PROJECT NAME: Judical Center Fire Alarm System Retrofit PROJECT NO. 09461

OFF PRIME BIDDER: SimplexGrinnell LP

CONTACT PERSON: Joseph Sroka PHONE NO: 561-277-414 0 FAX NO: \_\_\_\_\_

STARTING DATE: \_\_\_\_\_ DEPARTMENT: \_\_\_\_\_

PLEASE IDENTIFY ALL APPLICABLE CATEGORIES OF SUBCONTRACTORS

Address and Phone Number	(Check one or both Categories)		Subcontract Amount				
	Minority Business	Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
No SBE UTILIZED ON THIS PROJECT	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Total			\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

(Use additional sheets if necessary)

Price \$ \_\_\_\_\_ Total Value of SBE Participation \$ \_\_\_\_\_

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

RACT\Bid form + Contract.wpd

No SBE Utilized on this Project



SCHEDULE # 2

LETTER OF INTENT TO PERFORM AS AN SBE OR M/WBE SUBCONTRACTOR

PROJECT NO. 09461 PROJECT NAME: Judical Center-Fire Alarm System Retrofit  
TO: SimplexGrinnell LP  
(Name of Prime Bidder)

The undersigned is certified by Palm Beach County as a(n) - (check one or more, as applicable):

Small Business Enterprise \_\_\_\_\_ Minority Business Enterprise \_\_\_\_\_  
Black \_\_\_\_\_ Hispanic \_\_\_\_\_ Women \_\_\_\_\_ Caucasian \_\_\_\_\_ Other(Please Specify) \_\_\_\_\_  
Date of Palm Beach County Certification: \_\_\_\_\_

The undersigned is prepared to perform the following described work in connection with the above project  
(Specify in detail, particular work items or parts thereof to be performed):

Line Item No.	Item Description	Qty/Units	Unit Price	Total Price
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

SimplexGrinnell is Not A Small Business Entity.

the following price \$ \_\_\_\_\_  
(Subcontractor's quote)

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to sub-subcontract any portion of this subcontract to a non-certified SBE subcontractor, the amount of any such subcontract must be stated: \$ \_\_\_\_\_.

The undersigned subcontractor understands that the provision of this form to prime bidder does not prevent subcontractor from providing quotations to other bidders

\_\_\_\_\_  
(Print name of SBE-M/WBE Subcontractor)  
By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print name/title of person executing on behalf of SBE-M/WBE Subcontractor)  
Date: \_\_\_\_\_

# CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER  
607103

## PRODUCER

Marsh, Inc.  
1166 Avenue of the Americas  
New York, NY 10036  
Telephone (212) 345-5000

## INSURED

SimplexGrinnell LP  
1830 Park Lane South  
Jupiter, FL 33458  
United States

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

## COMPANIES AFFORDING COVERAGE

COMPANY A: New Hampshire Ins. Co.  
COMPANY B: Nat'l Union Fire Ins Co of Pittsburgh, PA  
COMPANY C: Illinois National Insurance Co.  
COMPANY D: AI South Insurance Co.  
COMPANY E: Commerce & Industry Ins Co  
COMPANY F: Insurance Company of the State of PA

## COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION	LIMITS
A	GENERAL LIABILITY	GL 1871924 (Primary GL)	10/1/2008	10/1/2009	GENERAL AGGREGATE
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL				PRODUCTS - COMP/OP AGG
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCU				PERSONAL & ADV INJURY
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S				EACH OCCURRENCE
					FIRE DAMAGE (Any one fire)
					MED EXP (Any one person)
B B B	AUTOMOBILE LIABILITY	CA 1607774 (MA) CA 1607775 (VA) CA 1607776 (AOS)	10/1/2008 10/1/2008 10/1/2008	10/1/2009 10/1/2009 10/1/2009	COMBINED SINGLE LIMIT
	<input checked="" type="checkbox"/> ANY AUTO				
	<input checked="" type="checkbox"/> HIRED AUTOS				
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
B C D A E F B B A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC 1872471 (CA) WC 1872475 (MI) WC 1872478 (CT,GA,PA,SC) WC 1872477 (NY, OH, WI) WC 1872472 (FL) WC 1872476 (AR,MA,VA) WC 3754201 (AOS) WC 1872473 (OR) WC 1872474 (TX)	10/1/2008 10/1/2008 10/1/2008 10/1/2008 10/1/2008 10/1/2008 10/1/2008 10/1/2008 10/1/2008	10/1/2009 10/1/2009 10/1/2009 10/1/2009 10/1/2009 10/1/2009 10/1/2009 10/1/2009 10/1/2009	<input checked="" type="checkbox"/> WC STATUTORY LIMITS
					OTHER
					EL EACH ACCIDENT
					EL DISEASE-POLICY LIMIT
					EL DISEASE-EACH
	EXCESS LIABILITY				GENERAL AGGREGATE
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				PRODUCTS - COMP/OP AGG
	<input type="checkbox"/> UMBRELLA FORM				EACH OCCURRENCE

## DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Certificate Holder is named as Additional Insured subject to the conditions of the written contract between the Named Insured and the Customer.

Other Additional Insureds: PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS & PALM BEACH COUNTY

## CERTIFICATE HOLDER

PALM BEACH COUNTY  
ATTN: FACILITIES SERVICES PPIG  
2633 VISTA PARKWAY  
WEST PALM BEACH, FL 33411  
United States

## CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

MARSH USA INC, BY:  
David Kong, Casualty Program

VALID AS OF: 2/23/2009

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 02/11/09

REQUESTED BY: Allen Padilla

PHONE: 233-2053

PROJECT TITLE: Judicial Center – Fire Alarm System Retrofit

PROJECT NO.:09461

LOCATION: Judicial Center

LOCATION DESCRIPTION:

CONTRACTOR/CONSULTANT NAME: Simplex Grinnell

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/CONTRACTOR: Provide Labor and materials to upgrade the existing Fire System at the JCC Complex, including the Courthouse, SA/PD and Central Plant per the specifications supplied by Simplex Grinnell.

WILL THIS AMENDMENT CHANGE THE ESTIMATED COST OF THE PROJECT?

IF YES, PROVIDE ESTIMATES OF THE NEW COSTS:

CONSTRUCTION	<u>\$440,750.00</u>
ARCHITECTURE/ENGINEER	<u>NA</u>
*STAFF COSTS	<u>NA</u>
EQUIPMENT/ OTHER	<u>NA</u>
CONTINGENCY 5%	<u><del>\$9,250.00</del></u>
TOTAL	<u><del>\$450,000.00</del></u> <u>440,750.00</u>

By signing this BAS your department agrees to these staff costs and your account will be charged upon receipt of this BAS by FD&O. Unless there is a change in the scope of work, no additional staff charges will be billed.

3804 411 - B339 4907 141521  
BUDGET ACCOUNT NUMBERS (IDENTIFY ALL SOURCES) FUNDING SOURCE (CHECK ALL THAT APPLY) 119331  
3804 - 411 - B335- 4907  
FUND: 3804 AGENCY: 411 ORG: B350 OBJ: 4907 SUBOBJ: 173.427~  
☒ AD VALOREM ☐ OTHER ☐ FEDERAL/DAVIS BACON  
3804 411 - B3401 4907 6471

SUPPLEMENTAL AGREEMENT TO BE APPROVED BY: Department Director (WO<\$50,000)

ANTICIPATED DATE OF APPROVAL:

BAS APPROVED BY: [Signature] DATE: 2-11-09

ENCUMBRANCE NUMBER: \_\_\_\_\_



## Interoffice Memo

Facilities Development & Operations  
Electronic Services and Security Division  
2633 Vista Parkway  
West Palm Beach, FL 33411-5610  
Telephone (561) 233-0800  
Facsimile (561) 233-0751  
County Internet: <http://www.pbcgov.com>  
Dept. Intranet: <http://pbc/1FDO.htm>

TO: Procurement File

FROM: Audrey Wolf, Director *A. Wolf*  
Facilities Development & Operations

DATE: February 2, 2009

SUBJECT: Sole Source Procurement to SimplexGrinnell - Judicial Center Fire Alarm System

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The Judicial Center Complex (Main Courthouse and SA/PD Building) at present has a Simplex proprietary fire alarm system which was installed at the time the facility was constructed. This system is comprised of six (6) Simplex 4100 fire alarm panels. These panels are connected together by copper wiring and all panels are tied into a 2120 main processor at the Central Energy Plant (CEP). This 2120 processor is out of production and is no longer supported by Simplex/Grinnell.

As a result the County has a need to replace the system with one that is serviceable while at the same time experience no loss of coverage during the replacement as the Fire Marshal has determined that a 24/7 dedicated fire watch/floor is necessary for service losses greater than four hours. That fire watch is cost prohibitive. Therefore, the Simplex product is the only product that can meet the County's requirement as it is the only product that is compatible with the existing and can be retrofitted to avoid loss of coverage. Simplex Grinnell is also the sole authorized servicing agent and only factory authorized source of the proprietary products (see attached letter).

The scope of the project is to upgrade all fire panels and initiating devices in all three buildings, eliminate the 2120 processor, add a Voice Command Center (VCC) to the 4<sup>th</sup> Floor Command Center and tie the system together with fiber optic cabling.

### Attachment

cc: Jimmy Beno, Director FDO Operations  
Charles Frazier, Director ESS  
Jason Davis, Manager ESS Criminal Justice Support  
Robert Wood, ESS/Electronics Systems Planner

**tyco**

Fire &  
Security

**SimplexGrinnell**

SimplexGrinnell LP  
1830 Park Lane S.  
Jupiter, Fl. 33458  
561-277-4140  
EF20000580

Service: 800-873-0736  
Sales: 800-873-0063  
Fax: 561-747-7307  
[www.simplexgrinnell.com](http://www.simplexgrinnell.com)

November 13, 2008

Palm Beach County Purchasing Department  
P.O. Box 4036  
West Palm Beach, Fl 33402

RE: The Repair, Service and Expansion of the SimplexGrinnell 2120/4100 Fire Alarm System Retrofit at **Palm Beach County Judicial Center**

To Whom It May Concern:

This letter is to confirm that SimplexGrinnell is the **sole authorized servicing agent** and only factory authorized source of the proprietary products; hardware, software and services of **Simplex 2120/4100 Fire Alarm Systems**.

Only SimplexGrinnell can offer the latest 2120/4100 software and hardware revisions and we are the only source of trained and certified technicians and engineers capable of providing service, repairs and system expansions for the **2120/4100 Fire Alarm System**.

The control technology behind the **2120/4100 Fire Alarm System** is proprietary and is in constant state of evolution as we seek improvements to our control system designs and software. As a result, our service technicians and engineers receive new training annually and our system documentation is constantly improving.

Once again, thank you for your interest in the products and services offered by **SimplexGrinnell**.

Sincerely,



Joe Sroka  
Operations Manager  
West Palm Beach